



MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
Monday, February 25, 2019
6:30 p.m.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS

1. National Athletic Trainer Month

E. APPROVAL OF MINUTES

1. February 11, 2019 Regular Session minutes
2. February 11, 2019 Study Session minutes (Parking Requirements)

F. APPOINTMENTS to BOARDS & COMMISSIONS

1. Wayne Flesh is nominated for **re-appointment** to the Senior Commission by Councilmember Stacy Clay

G. SWEARING IN to BOARDS & COMMISSIONS

1. Cindy Thierry was sworn in to the Arts and Letters Commission on February 21st in the City Clerk's office
2. Michael Alter to be sworn in the Loops Special Business District
3. Matthew Erker to be sworn in to the Economic Development Retail Sales Tax Board

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

I. PUBLIC HEARINGS

J. CONSENT AGENDA – Vote Required

1. Mayors for Solar Energy – Letter of Support
2. Project #1421 – FY19 Americans with Disabilities Act (ADA) Curb Ramp Designs

K. CITY MANAGER'S REPORT

L. UNFINISHED BUSINESS

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.

M. NEW BUSINESS

RESOLUTIONS

1. **Resolution 2019-3** - A RESOLUTION OF THE COUNCIL OF THE CITY OF UNIVERSITY CITY, MISSOURI, URGING THE ST. LOUIS COUNTY COUNCIL AND ST. LOUIS CITY BOARD OF ALDERMEN TO OPPOSE ANY AND ALL LEGISLATION AUTHORIZING A STATEWIDE VOTE REGARDING OR MANDATING A CHANGE IN THE GOVERNMENT STRUCTURE OF ST. LOUIS CITY AND ST. LOUIS COUNTY AND THE MUNICIPALITIES THEREIN.

BILLS

2. **BILL 9382** – AN ORDINANCE AMENDING SECTION 125.260 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO ASSESSMENT OF SPECIAL COURT COSTS, SURCHARGES AND JUDGMENTS BY REPEALING SAID SECTION AND ENACTING A NEW SECTION 125.260 IN LIEU THEREOF; CONTAINING AN EMERGENCY CLAUSE.

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



PROCLAMATION OF THE CITY OF UNIVERSITY CITY

WHEREAS; Whereas, athletic trainers have a long history of providing quality health care for athletes and those engaged in physical activity based on specific tasks, knowledge and skills acquired through their nationally regulated educational processes; and

Whereas, athletic trainers provide:

- Prevention of injuries
- Recognition, evaluation and aggressive treatment
- Rehabilitation
- Health care administration
- Education and guidance
- Compassionate care for all; and

WHEREAS; the National Athletic Trainers' Association represents and supports 44,000 members of the athletic training profession employed in many settings including:

- Professional sports
- Colleges and universities
- High schools
- Clinics and hospitals
- Corporate and industrial settings
- Performing arts
- Military branches; and

WHEREAS; leading organizations concerned with athletic training and health care have joined together in a common desire to raise public awareness of the importance of the athletic training profession and to emphasize the importance of quality health care within the aforementioned settings; and

WHEREAS; such an effort will improve health care for athletes and those engaged in physical activity and promote athletic trainers as health professionals.

NOW, THEREFORE, The City Council of University City in the State of Missouri do hereby proclaim the month of March as National Athletic Training Month in the City of University City.

WHEREOF, we have hereunto set our hands and caused the Seal of the City of University City to be affixed this 25th day of February in the year Two Thousand and nineteen.

SEAL

Councilmember Paulette Carr

Councilmember Steve McMahon

Councilmember Jeff Hales

Councilmember Bwayne Smotherson

Councilmember Tim Cusick

Mayor Terry Crow

Councilmember Stacy Clay

ATTEST

City Clerk, LaRette Reese

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6801 Delmar Blvd.
University City, Missouri 63130
Monday, February 11, 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, February 11, 2019, Mayor Terry Crow called the meeting to order at 6:34 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.; Attorney Mark Grimm of Gilmore Bell; Director of Public Works, Sinan Alpaslan, and Lee Zell of the National League of Cities.

C. APPROVAL OF AGENDA

Councilmember Hales moved to approve the agenda; it was seconded by Councilmember Carr.

Councilmember Hales stated since there are a number of people in attendance with comments and interest on Item K-2 of the City Manager's Report, he would like to make a motion to move this topic to an earlier segment of the agenda and commence discussion after the Swearing in to Boards and Commissions. The motion was seconded by Councilmember Carr.

Voice vote on the motion to amend the agenda carried unanimously.

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. January 28, 2019, Regular Session minutes were moved by Councilmember Hales, seconded by Councilmember McMahon and the motion carried unanimously.
2. January 28, 2019, Joint Study Session minutes were moved by Councilmember McMahon, seconded by Councilmember Cusick.

Councilmember Carr requested that Pages E-2(3) and E-2(4), which state, "*From the City's website*," be amended to read "*From the Better Together website*". Seconded by Councilmember Hales and the motion to amend carried unanimously.

F. APPOINTMENTS TO BOARDS & COMMISSIONS

1. Craig Hughes and Dennis Fuller are nominated for **re-appointment** to the Traffic Commission by Councilmember Jeff Hales. The motion to appoint Craig Hughes was seconded by Councilmember Smotherson and carried unanimously. The motion to appoint Dennis Fuller was seconded by Councilmember Carr and carried unanimously.
2. David Rowan is nominated for **re-appointment** to the Urban Forestry Commission by Councilmember Jeff Hales. Seconded by Councilmember Carr and the motion carried unanimously.
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. Seconded by Councilmember Cusick and the motion carried unanimously, with the exception of Councilmember McMahon, who recused himself from the vote.
4. Matthew Erker is nominated to the Economic Development Retail Sales Tax Board replacing Raheem Adegboye's expired term by Mayor Terry Crow. Seconded by Councilmember Carr and the motion carried unanimously.
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 into the Traffic Commission on February 4, 2019, in the City Clerk's office.
2. Byron Price was sworn into the Economic Development Retail Sales Tax Board on February 7, 2019, in the City Clerk's office.
3. Julie Brill Teixeira was sworn into the Urban Forestry Commission at tonight's meeting.
4. Michael Alter to be sworn into the Loops Special Business District at a later time.
5. Steven Stone was sworn into the Loops Special Business District at tonight's meeting.

CITY MANAGER'S REPORT

K-2. Olive/I-170 TIF Redevelopment Project Update

Mr. Rose stated this agenda item is intended to provide the Mayor, Council, and the public, with an update on this project and seek direction on how to proceed.

Olive/I-170 Background

This project started as a discussion between residents of U City and a developer about ways to improve the condition of stagnating or declining housing values in the 3rd Ward. This discussion led to the City's issuance of an RFP in March of 2017.

In May of 2017, NOVUS Development submitted a proposal to the City regarding the redevelopment of approximately 32 acres of the north and south side of Olive Boulevard near I-170. The City determined that it was in the best interest of the City and its residents to not only redevelop the 32 acres, but allow for funding from the initial development to be used to make housing, infrastructure, and public safety improvements in the 3rd Ward and along the Olive Boulevard corridor. On March 28, 2018, the City published a revised RFP, and on March 30, 2018, NOVUS submitted a proposal.

On May 23, 2018, and continuing thereafter; June 6, 2018, June 22, 2018, and August 23, 2018, the TIF Commission held public hearings at which all interested parties had an opportunity to be heard.

On August 23, 2018, the TIF Commission passed a Resolution recommending that the City Council approve the Redevelopment Plan and designate the redevelopment area as a Redevelopment Area; pursuant to the TIF Act, approved the redevelopment project for each redevelopment project area and adopt a tax increment financing within each redevelopment area.

The Proposed Redevelopment Agreement

On January 14, 2019, the Mayor and Council introduced the proposed Redevelopment Agreement signed by John Browne of NOVUS Development. The agreement was placed on the agenda for introduction because execution of the agreement would result in significant benefits being provided to the community. The following are a few of those benefits:

- \$15 million dollars with 7.5 million within the first two years of the development that would go towards the 3rd Ward and Olive Corridor
- Minority contracting.
- First-source employment
- A potential Costco-like business
- A possible hotel
- An estimated \$12.4 million dollars in additional funding for parks and stormwater
- An estimated \$6.2 million dollars in additional funding for fire protection
- An estimated \$6.2 million dollars in additional funding for economic development

Two hours before the signed agreement was introduced on January 14, 2019, Mr. Rose stated he became aware of nineteen changes being requested by the developer. It was not known whether the changes were major or minor, or if staff would recommend the changes. This, however, did mean that the proposed changes would need to be evaluated to determine the impacts, and potentially enter back into the negotiating process.

On January 18, 2019, a concerned resident indicated that there was a possible miscalculation in the bottom half revenues. The bottom half revenues consist of local sales taxes not captured by the TIF. Staff immediately began an investigation to determine if a miscalculation had occurred and that investigation closed on February 5, 2019. Staff concluded that there had been a mistake made by PGAV in the belief that although the City of U City was a pool city, the revenues generated by both the 1/2 percent capital tax and the 1 percent County-wide tax, that U City would retain 85 percent of the tax with only 15 percent going to the pool. Instead, 100 percent, or an estimated \$1 million dollars would go to the pool instead of U City over the next twenty-three years. PGAV indicated they believed that St. Louis County's staff was in agreement with their analysis relative to how the pool revenues were going to be distributed for the TIF District.

Next Steps

Although there was an error in the number of revenues distributed to the pool, the benefits to the City in the signed Proposed Redevelopment Agreement remain unaffected. The Proposed Redevelopment Agreement includes that the City will contribute the 1/2 percent capital sales tax and the 1 percent County-wide sales tax to help retire the TIF debt. However, it does not commit to any actual amounts of revenue being contributed to this debt since staff's understanding is that the financial reports produced by PGAV are intended to be estimates and that the actual amounts received from the project will be contingent upon the performance of the development.

Staff is continuing their negotiations with NOVUS, and as such, would like to confirm the following:

1. That the Mayor and Council's interest in this TIF project has not changed, and
2. That Council does not want to give up its authority relative to the use of eminent domain.

Questions from the Public

Mr. Rose stated staff has received several questions from the public and he would like to take a little time to respond to some of those questions. There has been a lot of confusion regarding the 353 Structure and the impact it would have on the City's school district. So he would ask the City's Special Counsel, Mark Grimm of Gilmore Bell, to explain how this structure works.

• How a 353 Structure works

Mr. Grimm stated simply put, the 353 structure will not change in any way, shape or form, the amount of property tax revenues that any of the taxing districts receive. They receive the same amount with this structure, as they would under a TIF.

The purpose of allowing this structure as an option is to provide greater certainty to the amount of incremental real property taxes that would be available for payment of the TIF. Whether it's for your house or a business, property tax valuations are subject to be challenged by the property owner. By abating the taxes under a 353, and imposing a special assessment, that special assessment becomes a certainty that is not subject to challenge by the property owner once it has been established. Because of that degree of certainty over normal tax revenues, the bond underwriter is required to have a smaller coverage factor. So, greater certainty on the revenue stream results in more revenue that is available to repay the debt, and would, therefore, repay the debt sooner.

• The Impact of PGAV's error

Mr. Grimm stated PGAV's error has no impact on the amount of money that other taxing districts would receive from the project and it has no impact on three of the sales taxes that the City would receive. The error does lessen the amount of money available for repayment of any TIF Notes or Bonds.

• Why eminent domain was not removed

Mr. Rose stated the Proposed Redevelopment Agreement does not affect Council's rights relative to the use of eminent domain. Council is not required to use it; however, they can elect to use it if they believe it is appropriate.

• How public safety will be addressed

Mr. Rose stated if the City utilizes the traditional approach for public safety, it will require approximately \$450,000 to hire the personnel needed. The City is currently exploring the use of technology, crime prevention through environmental design, and requirements that businesses implement their own security measures to help offset these costs.

• Why the 1/2 Percent Public Safety Sales Tax is absent From Table 8

Since this is entirely a pool sales tax it is addressed in Table 9.

• Why the base year revenues from businesses impacted by the TIF was changed from \$6 million to \$10 million

Initial estimates were based on information from the developer; however, the City has now been able to collect more accurate data from the County.

The change from \$6 million to \$10 million is not considered to be a material difference since it is less than 2 percent of the annual revenue available for the TIF.

- **A Revised Table 8 from RPA-1; Cost-Benefit Analysis, is Included in Council's Meeting Packet. I am concerned about the values in the 2042 column because it illustrates a 1 percent increase in the years leading up to 2042, with a jump of about 46 percent from 2041 to 2042**

The City advised PGAV to assume that the TIF expired during the first quarter of 2042 and not at the end of 2041. So, there are a couple of months in 2042 where the TIF is captured.

- **Why didn't staff catch this error**

Mr. Rose stated experts are hired based on the premise that they know more than staff does about a particular subject matter. Yet, on the other hand, if you hire a surgeon based on their expertise and that surgeon makes a mistake, is that your fault; probably not. The reality is that staff cannot know everything, in spite of the fact that they try to put people on their team that will enable them to capture the vast majority of issues that arise. That is what happened in this situation. PGAV made a very bad mistake in their analysis because they believed that the information they relied on had been verified by the appropriate authorities. The bottom line is that while staff owns this mistake, the ultimate responsibility to ensure that information is accurate rests with the City Manager.

Conclusion

Mr. Rose stated U City was incorporated during a period of time when its revenue for service delivery was primarily received from property taxes. However, since that time, several shifts have occurred. The Hancock Amendment which restricts increases in property taxes means that today, the bulk of U City's revenue is derived from sales taxes. And participation as a pool city has now become a growing concern since cities with larger tax bases have expressed interest in leaving the pool.

St. Louis County reported that for the period of July 2016 through June 2017, U City generated \$2,628,795 in County sales taxes and received \$4,905,317 out of the pool; a significant offset. But if Chesterfield is successful in their quest to leave the pool this could result in similar actions being taken by other cities that have a large sales tax base. Therefore, U City must continue to work to diversify its economy and not continue to be reliant on other cities for revenues needed for service delivery.

Councilmember Smotherson stated although he would like to thank the City Manager and Mr. Grimm for this information, as a Councilmember for the 3rd Ward he still does not feel comfortable enough to proceed with this project. And as a result, his intent is to speak with the City Manager about the possibility of holding a town hall meeting for the 3rd Ward at the end of this month.

Citizen's Comments

Tom Sullivan, 751 Syracuse, University City, MO

Mr. Sullivan stated if we have learned anything about the proposed Olive/170 development it is that no one involved in promoting this project can be believed or trusted. Mr. Crow claims to be a businessman, in addition to being a lawyer, like Councilman McMahon. Councilwoman Carr has told us of her in the weeds research.

And the City also has John Mulligan, an attorney; Gregory Rose, the City Manager; NOVUS who talks about their experience with these types of developments; PGAV who touts themselves as being an international firm, and Mark Grimm, the third party overseer who was hired to make sure everything was done right. Yet, it was a citizen who discovered that there was a \$27 million dollar mistake in the calculations. If such a big mistake was found in the information that was made public, he can only imagine what is contained in the details that have not been revealed.

Mr. Sullivan stated there are still many questions that have not been answered. And since PGAV and Gilmore Bell were both involved in the Sunset Hills project, and every one of the claims made in Sunset Hills is identical to the ones being made here in U City, his concern is that this project will result in another fiasco that causes this City irreparable harm. And on a side note, it would be nice to know exactly what involvement PGAV and Gilmore Bell have had together over the years.

He stated this project, which is designed to tear down 70 well-kept brick homes in a largely African-American neighborhood, 58 apartment units, dozens of businesses; many of which are owned by minorities and immigrants, two churches, and one school this is the worst thing U City has ever attempted. It seems as though Council is so invested in this project that they are willing to do whatever it takes to get it done. And even worse is the fact that taxpayers are being asked to contribute \$70 million dollars for this \$190 million dollar project when the developer is only paying \$60 million. All of this information is the reason why he is sure that this proposal would be overwhelmingly defeated if it was ever put before the people for a vote.

Tim Michels, 7038 Cornell Avenue, University City, MO

Mr. Michels stated while he would admit that he has not studied the TIF well enough to have a strong opinion about its merits or lack thereof, he does understand the need for economic development. So he would like to suggest some alternative uses for the \$70 million dollars that would yield true positive returns for the City.

By combining investments in energy efficiency and renewable energy the City could effectively become free from utility expenses with an eight to twelve-year payback. This would initially generate a guaranteed rate of return of 8 to 12 percent annually that would increase as utility costs rise, which is significantly better than the fifteen-year payback that Council has stated as the target return on investments for energy projects. Mr. Michels stated the state-of-the-art technologies for efficiency and renewable energy and the economics of such efforts have greatly improved within the last five years. And he does not anticipate that the City will have to spend the entire \$70 million dollars to take the City's buildings and operations to a net zero CO² production. Besides funding the City's path forward, the bonds could also;

1. Be used to help residents and businesses achieve the same net zero production for their homes and businesses.
2. Create a revolving loan pool that is repaid solely by energy savings.
3. Accelerate U City becoming energy independent.
4. Stimulate local economic development by generating skilled jobs for residents of U City and beyond.
5. Sustain local economic development with an estimated burn rate of ten-plus years to bring U City communities into the net-zero fold.
6. Challenge the City to rethink how it provides services. Garbage and leaf collection could become cash-flow opportunities from the energy generated from these renewable resources.

7. Improve local health, while reducing annual operating costs by working with the school district to convert all of their busses to electric propulsion.
8. Be a marketing coo illustrating U City's ability to become a net zero CO² community.

Mr. Michels stated there are multiple win-win scenarios available and he would be happy to assist the City in reaching these goals.

David Harris, 8039 Gannon, University City, MO

Mr. Harris stated while he is pleased that the \$27 million dollar tax revenue error has been corrected, he is disappointed there was no mention of the fact that this error could result in there being insufficient funds to uphold the promises that have been made, and that the additional cost of the project may mean a net loss to the City. So even though he agrees with Council's focus on the 3rd Ward and Olive corridor, these, and other issues associated with the project raises the question of whether this is the best way to achieve improvements in those areas. Therefore, he is eager to hear Council's discussions relative to whether or not their interests in this project have changed.

Mr. Harris stated he is also pleased that Mr. Rose acknowledged another error made by either PGAV or this City's administration. Table 8, which has now been revised to use \$10 million dollars in sales tax revenue for the businesses in RPA-1, rather than \$6 million dollars was again, discovered by citizens. In spite of this, there was no mention of the fact that the increase in base revenue reduces the incremental revenue by \$2.8 million dollars, and as a result, reduces the funds available for the TIF. This error, which is being dismissed as only being 2 percent, equates to \$139,680 per year or \$2.8 million dollars over the next twenty years, so now, where is that money going to come from?

Mr. Harris stated on January 30th, he sent roughly forty questions and comments to Mr. Rose, Mr. Mulligan, and two members of Council. His anticipation was that there would be a meeting on February 1st. When no such meeting occurred, he supplemented his email and resent it to the entire Council on February 5th. To date, only a few of his many questions have been answered, and since there is not enough time to share all of his comments he would request that his email and the analysis regarding the \$2.8 million dollars be included with the minutes. Also on February 5th, Mr. Harris stated he emailed Councilwoman Carr regarding the many misstatements she made about this project in her February 4th newsletter. And since none of those questions and comments has been addressed, he would request that the email be included with the minutes.

Mr. Harris stated while he certainly recognizes that this administration and Council have the prerogative to answer or not answer questions, what he would like them to know is that he is a real estate attorney that cares deeply about U City. And based on his experience with these kinds of projects, he has not raised these concerns lightly. So if Council elects to approve this project, he sincerely hopes that his financial concerns, as well as the concerns expressed by other citizens, are addressed at some point in time to ensure that U City gets a good deal.

Peter Burgis, 755 Radcliff, University City, MO

Mr. Burgis stated the major revision which overstated the projected sales tax revenue by nearly \$1.2 million dollars annually from 2020 through 2040 was not discovered during the augmentation of the plan, but at the very end of this process; after the Proposed Development Agreement had been put on the agenda for approval, by a sharp-eyed citizen.

Up until this notification, the City had not only relied on that revenue but indicated throughout this entire process that the public benefit of \$15 million dollars in improvements could be funded through this project and used that promise as a major selling point to attract support for this heavily subsidized development. And yet, in spite of this reduction in revenue that was to be spread out over two decades to pay back the bonds and fund those \$15 million dollars in improvements, the City is still giving assurances about the project's ability to make all of this possible. But if the hit is not going to be taken from that projected revenue, it has to be taken somewhere. More than likely, the impact will be felt on the public side, so he is eager to gain an understanding of where and how these changes will come to pass.

Mr. Burgis stated now that this correction has been made it makes this plan a great deal more modest and closer to the point of this development funding itself and not much more. Therefore, he thinks it would be wise for the City to reexamine some of its long-term growth assumptions that have been built into this model. The model assumes straight line growth of 1 percent for sales revenue, and a 1.5 percent average growth in property values per year, throughout the twenty-plus years of this project. However, at a time when climate change has resulted in the disruption of lives on a much more frequent basis, relying on business, as usual, to make the type of projections needed for this project seems very unwise. As these disturbances continue to accelerate, the risk of not realizing the projected revenue from these kinds of developments will become greater.

Mr. Burgis stated he thinks the City should reserve giving significant subsidies to projects that help combat climate change; which of course, this project does not do.

Sonya Pointer, 8039 Canton Avenue, University City, MO

Ms. Pointer made the following observations and comments:

1. She is opposed to this development.
2. She does not trust this process, which seems to keep producing a varying assortment of details.
3. She believes that if Council is sincere about their desire to share information and for this community to be actively engaged, all of the details should put in writing so residents can process them and gain a clear understanding.
4. She does not believe the City's revenue projections. It's a shame that a private citizen had to discover the actual numbers when the City Manager, his staff, the City Attorney, and all of the outside consultants are getting paid thousands of dollars to get this right.
5. She does not trust this Council.
6. She believes the real costs of this project will be passed off to the entire community and that the 3rd Ward will be adversely impacted.
7. Based on this company's history, she believes that the only person who will benefit from this project is the developer.
8. She believes that residents should be notified of future meetings by certified letter, rather than signs on the side of a road; that residents should be allowed to sit where they want to sit at these meetings; that meeting venues should be large enough to accommodate everyone, and that every resident's question or concern should be addressed during the meeting.
9. She believes this project should be put to a vote by the people.

Carolyn Fan, 2725 Clifton, St. Louis, MO

Ms. Fan stated at the first TIF hearing, she testified about the importance of providing some form of translation for the businesses being impacted by this development to ensure that they could be engaged in the process. That translation has never happened and consequently, these businesses have very little information about the progress of this development. E - 1 - 8

So tonight, she has several questions that she hopes will be answered.

1. When is the last time anyone from this administration has spoken to these businesses about this development?

Ms. Fan stated she also testified; as did others, that these businesses generated more tax revenue than the City gave them credit for. And that testimony has since been shown to be true.

2. Why does U City not have records of how much tax revenue its own businesses are generating?

These are individuals who have put their heart and soul into their businesses and want to remain in U City. Some are thinking about closing, but without any direction, all of them are unsure about what their future is here.

3. What are the plans for these businesses and the timeline for this project?

Ms. Fan stated recently there have been discussions about a second development and folks have even started talking to some of the landowners about putting businesses on their land.

4. How can these folks have such explicit plans for a second phase when they haven't spoken to all of the owners of that land?

At the last TIF hearing, Ms. Fan stated she attempted to read a statement from a business owner in Jeffries Plaza who had a lot to say about the lack of information he had been provided and why he was opposed to this development. But that night, the rules had been changed to prohibit anyone from acting as a proxy, which was extremely disappointing since all of the meetings have been held during this business owner's hours of operation. A number of business owners revealed that they had never received a certified mailer informing them about these meetings and that the only information received had been from the U City Chamber of Commerce, which no longer exists.

Ms. Fan stated initially she had no opinion about this development, so she took it upon herself to talk to people and find out what they thought about it. The results:

- The collection of forty-two signatures from residents and businesses asking for more information.
- More hearings with even less information transmitted to those impacted.
- Having to act as a translator to U City taxpayers and residents to provide them with the information she had learned about this project.
- A U City police officer being sent to the home of a concerned resident for no valid reason other than intimidation.
- Poor communication that has led to a lack of transparency.

Council's Comments

Councilmember Clay stated understanding all of the dynamics in the air, he would like to ask the City Manager what he and his staff are doing to ensure that these kinds of things do not happen again? Mr. Rose stated he and his staff will continue to have oversight and keep trying to drill down on the numbers. But a part of that process involves putting this information out in the public domain so that there are multiple eyes conducting examinations. He stated the one thing he admires about U City is that per capita, it has some of the smartest people he has ever met. And that kind of knowledge lends itself to robust discussions that ultimately, make him and his staff, strive to become better. Mr. Rose stated he will try to make sure they are doing a good job internally, but community input is very important and in his opinion, having an *"average citizen,"* make this discovery, is the best thing that could have happened.

Councilmember Clay asked whether the City has engaged Stifel to support this administration in conducting its due diligence? Mr. Rose stated the mistake was made on the distributions and not the financial calculations, per se. So the City has brought Stifel on board to support staff with this project. He stated they are trying to take a belt and suspenders approach where everything is checked and rechecked, but even with this rigorous process sometimes things can still slip through the cracks.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Sonya Pointer, 8039 Canton Avenue, University City, MO

Ms. Pointer stated it is the responsibility of this Council, the City Manager, and his staff, to represent the residents of this community by conducting due diligence, so it seems unfair to try and pass this off on someone else because any mistakes that have been made came from the top down. There have been all sorts of red flags, but perhaps, these mistakes could have been discovered earlier if information had been given to residents at the beginning of this process.

In response to the statements made by Ms. Straatmann at the last meeting, Ms. Pointer stated that she would never speak on behalf of someone who does not believe in equitable developments, and goes around bullying, harassing, and intimidating members of the community because they disagree with her point of view.

Ms. Pointer stated she had also reviewed the comments made by Steve McMahon. And while she would thank him for addressing the issue she raised, it doesn't matter how you flip it or dumb it down, he purchased property in the 3rd Ward and as a member of Council, has the option of voting yea or nay on any development projects for the 3rd Ward. So from her perspective, that is a conflict of interest; albeit only one of the many conflicts, she has seen throughout this process.

Leif Johnson, 836 Barkley Square, University City, MO

Mr. Johnson thanked Councilmember Carr for her meticulous summary of the Sinquefield and Freeholder Board plans. Sinquefield's plan incorporated two major objectives:

1. To eliminate a citizen's right to vote for municipal elections by abandoning or destroying all municipalities, and
2. To allow the greatest money-grab that anyone in this room has ever been the victim of.

The rationale behind these objectives is to float new indebtedness (bonds) on this amplified city-wide tax base through the development of new sports complexes, entertainment districts, and a revitalization of downtown. They also may wish to shore up St. Louis City's bond rating, whose present bonds are a hair's breadth away from junk bond status. For citizens, this means more taxes and fewer services.

To head off Sinquefield's proposals; which have massive support from corporations and universities, another proposal is being circulated to create a Board of Freeholders appointed by the Mayor of St. Louis, the County Executive, and the Governor.

1. Would you prefer a non-elected Board appointed by these individuals to eliminate your right to vote for local office as opposed to Sinquefield's proposal?
2. Would you rather have a Freeholder's Plan to achieve the same goals of regionalism as Sinquefield's?

Mr. Johnson stated there are no alternative plans, so the only option citizens have is to stand up and fight to defeat Sinquefield. On the possibility of losing our right to vote, may we recall the words of Abraham Lincoln, "*If ever I feel the soul within me elevate and expand to those dimensions not wholly unworthy of its Almighty Architect, it is when I contemplate the cause of my country, deserted by all the world beside, and I standing up boldly and lone and hurling defiance at her victorious oppressors*". (Mr. Johnson asked that his statement in its entirety, be attached to the minutes)

Patricia Washington, 7040 Plymouth, University City, MO

Ms. Washington stated for months now, it has been very clear to her that this Council was determined to do what it wanted to do regarding this project. And that would be okay if what you wanted to do did not have such a negative impact on so many people. Ms. Washington stated although she was disappointed to hear that an issue as big as the pool city distributions had not been discovered, she is grateful for the opportunity it presented for everyone to slow down and give the public a chance to look at, and offer input on the entire agreement.

So, tonight she came to thank Councilman Smotherson, and encourage Councilman Clay to support his request to have not one, but several meetings in the 3rd Ward. It is not too late to consider a Community Benefits Agreement. It is not too late to continue the conversation about providing real benefits to residents of the 3rd Ward. Therefore, she would urge her elected representatives to do the right thing for residents in the 3rd Ward, just like they are going to make sure the right thing is done for the residents in their Wards.

I. PUBLIC HEARINGS

1. Liquor License – Sze Chuan Cuisine (7930 Olive Blvd.)

Mayor Crow opened the Public Hearing at 7:41 p.m., and hearing no requests to speak the hearing was closed at 7:41 p.m.

J. CONSENT AGENDA

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

Councilmember Hales moved to approve all four items, it was seconded by Councilmember Carr and the motion carried unanimously.

Mr. Rose introduced two new employees; Libbey Tucker, the Director of Economic Development from Chesterfield, MO, and Clifford Cross, the Director of Planning & Development from South Padre, TX.

Mr. Rose stated he would like to express his sincere gratitude to Rosalind Williams who graciously agreed to come out of retirement to help the City. Ms. Williams restructured the code enforcement, hired Colleen Durfee as the Zoning Administrator, and did a wonderful job during her tenure.

K. CITY MANAGER'S REPORT

1. National League of Cities – Service Line Warranty Program

Mr. Rose stated the National League of Cities has partnered with a for-profit organization to offer the Service Line Warranty Program that he would ask Mr. Alpaslan to describe in more detail.

Sinan Alpaslan, Director of Public Works, stated this program is being offered pursuant to the action taken by Council last September to revise the City's Sewer Lateral Repair Program by placing a \$2,500 cap on the City's match for repairs. The average repair can cost up to \$4,000. This supplemental program, which covers up to \$8,500 per qualified repair, and costs approximately \$87.00 a year, can be used to cover the remaining costs of a repair.

He stated staff is recommending approval of the attached Marketing Agreement which gives the National League of Cities the authority to advertise this program to U City residents.

Mr. Alpaslan introduced Lee Zell from the National League of Cities (NLC), to provide Council with a more detailed description of the program and answer any questions.

Mr. Zell, U City's representative for the National League of Cities' Service Line Program provided the following information:

Background

- The Service Line Warranty Program was created by the NLC fifteen years ago in response to the realization that this nation's aging infrastructure was a serious concern for cities. Ultimately, it became labeled as *"The topic that would not go away"*. NLC's program seeks to eliminate issues associated with aging infrastructure, so there are no exclusions based on the type of materials found underground. There is also no other warranty program that offers a commitment to the cities it serves.

How the Program Works

- Voluntary partnership and participation. Cities have an option to choose whether they want to make this program available to their residents.
- Participants pay a monthly premium of \$7.75. There are no annual contracts, no deductibles or one-time fees. Residents can cancel their warranty at any time.
- There are no costs to the city.
- NLC communicates this program's availability via letter, three times a year; spring, fall and winter.
- Participants are provided with the city's current public policy to ensure they have a clear understanding of when and where the issue becomes their responsibility; i.e., at the curb, right-of-way, et cetera, and instructions on how to initiate a claim for repairs.
- All calls, questions, and claims are handled by NLC.

Mr. Zell stated the key consideration for the implementation of this program in U City was that the increasing number of claims had started to exceed the City's budget allocated for its Sewer Lateral Repair Program. So he is here tonight, seeking Council's approval to enter into an agreement with NLC, with the understanding that NLC's objective is to work with and be held accountable to the City.

Councilmember Clay stated he appreciates staff bringing this program back up for Council's consideration because given the challenges with the City's Sewer Lateral Program, this could be of value to residents. He then asked Mr. Rose whether the City would provide any form of media over and above the letter issued by the NLC?

Mr. Zell stated the program is designed to offer press releases that cities have the option of placing on their websites to notify residents of the impending program, along with information about how it works. Each time letters are sent out to residents the NLC provides cities with a website banner that can be used for a week to attract residents to the product. He stated the number one question asked by residents is, *"Is this real,"* and that reassurance comes from these banners and press releases.

Councilmember Clay stated although he would like to have more conversations about this program, from what he's read it sounds like something that could be helpful.

Councilmember Hales asked Mr. Rose if he and his staff would have an opportunity to critique all of the advertising before it is placed on the City's website? Mr. Rose stated the NLC coordinates the issuance of all advertising to ensure that staff has an opportunity to review and approve communications prior to their release. And in some instances, they provide city managers with the option of using their own signatures on anything that goes out.

Councilmember Cusick asked Mr. Zell if he could explain what the \$100.00 per year fee for each household was based on? Mr. Zell stated the program offers two separate programs that residents can select from; interior plumbing or exterior plumbing, which takes care of the sewer.

Councilmember McMahon asked if the NLC's program is designed to be used only as a supplement to the City's program? Mr. Zell stated since there is no limit on the number of repairs you can have each year, residents have the option of selecting which program they want to use. So if a resident decides to use the NLC's program first, the City would spend no money at all.

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

2. Olive/I-170 TIF Redevelopment Project Update
(This item was discussed after the Swearing in to Boards and Commissions.)

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)* Bill Number 9380 was read for the second and third time.

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

Roll Call Vote Was:

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

M. NEW BUSINESS

RESOLUTIONS

BILLS

Introduced by Councilmember McMahon

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. Bill Number 9381 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 Cusick stated yesterday the Library Board and staff hosted the first annual Patron's Event to thank all of their friends who have supported the library. The Board agreed to put Prop L on the April 2nd ballot to increase the tax levy to 0.12 cents to help augment the library's infrastructure. Councilmember Cusick encouraged everyone's support of their endeavor.

Councilmember Hales stated in spite of the fact that the Traffic Commission canceled their February meeting; he would like to take this opportunity to welcome Mr. Tiers to the Commission, and acknowledge the presence of four Commission members at tonight's meeting.

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

O. CITIZEN PARTICIPATION (continued if needed)

P. COUNCIL COMMENTS

Referencing Mr. Johnson's comments regarding the Better Together State-Wide Initiative to merge St. Louis City and County together, Councilmember Cusick encouraged everyone to take a look at the petition, which is available on the Secretary of State's website. Specifically, the definition contained in Section 2 of the petition, which states; *"Upon the effective date of this section the territory of the County of St. Louis is extended to embrace the territory heretofore in the City of St. Louis, and the County of St. Louis, and the County of St. Louis so expanded, shall continue its corporate existence as a new political subdivision, body corporate, public, and municipal corporation which is hereby created with its name, The Metropolitan City of St. Louis and its government, within the territory heretofore in the City of St. Louis."* What that means is, people who live in out-state Missouri will also be able to decide the fate of residents who live in the City and County.

So to ensure that we have a representative government, a petition process has been initiated to obtain 15,000 signatures in the County and 5,000 signatures in the City, to ask the Mayor and County Executive to appoint a Freeholders Board and conduct a meeting so that those residents who live in the City and County can come together and have their voices heard on this proposed merger. Councilmember Cusick stated while the creation of a Freeholders Board certainly won't trump the existing petition, it will give City and County residents an opportunity to be heard. So he would strongly encourage everyone to be cognizant of what this merger will and will not do since the process is pretty vague on a lot of issues related to how this unified government will look.

Mayor Crow thanked everyone who came out tonight to speak on all of the issues. However, the three things he thinks this Council has said all along are that;

1. They will continue to support this development ;
2. They will continue to uphold their promise to ensure that funds are made available for improvements in the 3rd Ward and Olive corridor, and
3. That they will not vote to approve any issue that they do not believe would be in the best interest of the citizens they represent.

With respect to the petition by Better Together, he believes that as the City moves forward with discussions on this topic it will be incumbent upon everyone to read this entire report because the one thing that is clear, is that they don't anticipate folks will take the time to read it. Mayor Crow stated U City; which is the third largest municipality in the County, has been a leader in regionalism; something that many of the folks who live here believe in. And while he clearly does not think this is the best pathway forward for U City, the report does contain some good ideas that at some point can be embraced.

Mayor Crow stated as a young man who grew up in Farber, Missouri, he is in total agreement with his colleague, and also does not believe that his 375 neighbors in Farber should be allowed to vote on whether the residents of St. Louis City and County should come together. So perhaps, these out-of-state voters need to be reminded that if this petition is successful, the question then becomes, where does the line stop?

Councilmember Cusick made a motion to adjourn, seconded by Councilmember Hales and the motion carried unanimously.

Q. ADJOURNMENT

Mayor Crow adjourned the regular City Council meeting at 8:09 p.m.

LaRette Reese
City Clerk

Questions about Olive-170 Redevelopment Project from David Harris 2-4-19, revising 1-30-19

Topic 1. Redevelopment Agreement Draft 1-11-19

Section 2.3 (Funding of RPA 2 and RPA 3 Costs) on page 11. When and why did the unconditional "\$10 million upon approval" for RPA 2 (the Third Ward) and the unconditional \$5 million "at the same time or soon thereafter" for RPA 3 (Olive Business Corridor) become:

(a) \$7.5 million "On the earlier of (1) the Developer's sale or lease to the first anchor tenant (i.e., a tenant that will occupy at least 100,000 square [sic] feet) of that portion of the Property on which the anchor tenant is to be located or (2) two years after the initial issuance of the TIF Notes pursuant to Section 5.1."

(b) \$4 million from "Available Revenues in the amount of \$500,000 annually shall be paid to the City pursuant to Section 6.3."

(c) \$3.5 million "The City will commit other incremental revenues derived from RPA 1, other than Available Revenues."

Other questions about Section 2.3

(1) According to the Cost Benefit Analysis (CBA) dated 6-4-18 the "first anchor tenant" (most likely Costco) will occupy 158,000 sf and is the only tenant that will occupy more than 100,000 sf. How to protect from Costco being downsized to under 100,000 sf?

(2) According to Section 5.1(b), the TIF Notes will not be issued for awhile. What is the expected timeline to acquire the 14 acres North and the 10 acres South and to meet the other requirements to issue the TIF Notes?

(3) What is the timeline for the anchor tenant (Costco)? Remember Costco will be on the Public Storage property which needs to be taken by eminent domain.

(4) How does the use of Available Revenues in 2.3(b) comport with the restrictions in Section 5.5 on page 25 and Section 6.3 on pages 26 and 27? Note also that it will take at least eight years of payments, and there are no Available Revenues to start until a few years into the project.

(5) Does 2.3(c) mean that other expected revenue to the City from RPA 1, especially sales tax (since there is no other incremental revenue), will now have to go to RPA 2 and 3? If yes, how much and how does that change the CBA to the City? Was that sourcing of funds in any of the other plan documents? [revision on page 4]

(6) Is there any provision for bond or security for the \$15 million to ensure it gets paid?

(7) All of the versions of the "Olive Boulevard Corridor and Residential Conservation Redevelopment Plan" Table 2 had \$13.8 million and \$5.04 million. When were they reduced?

Section 3.1(a) on page 12. Acquired or contracted 77 parcels is about where the Developer was at this summer. What parcels? What has been happening since then and what about a timeline?

Section 3.1(b) on page 12. When and why did the unequivocal and often repeated promise that "no eminent domain of owner-occupied single-family residential structures will be permitted" get changed to include the qualifier "except as determined by the City Council in its sole and absolute discretion." The exception swallows and negates the promise.

Section 3.2 (Relocation Assistance) on page 14. See also Relocation Policy that is Exhibit I. How was 3.2(c) developed and was it with tenants? “The Developer shall make commercially reasonable offers to restaurant tenants currently located in Jeffrey Plaza to relocate to locations in the South Phase. The Developer will allow the tenants to initially pay their current rental rate and thereafter increase to market rental rate over a period of not less than two years, as mutually agreed to by the Developer and the tenant. The City is not responsible for any costs pursuant to this paragraph.” That is not much for a tenant. Why is it considered sufficient?

Section 3.3(a) (Project Construction) Timeline on page 15. (1) Acquire Property within 12 months, (2) commence construction in 16 months, (3) complete Initial Work by June 30, 2022. Initial Work is 222,000 sf in North Phase and 100,000 sf in South Phase. Definition on page 6. Is the timeline realistic?

Section 3.9 (Special Development Conditions) on pages 17-18. Why are there not more community benefits? The minority and women company goals and local hiring are welcome but they are the bare minimum for a project of this type.

Section 4.1 (City’s Obligation to Reimburse Developer). Double counts “Issuance Costs” because definition of Maximum Reimbursement Amount on page 6 includes Issuance Costs. Explain how this works and how the City is protected from liability, including Section 4.3 (City’s Obligations Limited to Special Allocation Fund and Bond Proceeds). Also the TIF Notes in Exhibit E appear to be non-recourse to the City which is as it should be: “The TIF Notes shall not constitute debts or liabilities of the City, the District, the State of Missouri or any political subdivision thereof within the meaning of any constitutional, statutory or charter debt limitation or restriction. Neither the City, the District, the TIF Commission, the commissioners of said TIF Commission, the officers and employees of the City, the officers and employees of the District nor any person executing the TIF Notes shall be personally liable for such obligations by reason of the issuance thereof.” Page E-3. But is that sufficient protection for the City?

Section 5.1(d) (Holdback) on pages 22-23. Explain the concept. Also, why is a 353 Ordinance Approval Ordinance needed? See 5.1(d)(2) and definition on page 2: “353 Approval Ordinance” means an ordinance to be adopted by the City Council approving a development plan and the real property tax abatement described in Section 6.6 in accordance with the 353 Procedural Ordinance and Chapter 353.” See comment to Section 6.6. [revision on page 5]

Section 6.1(c) (Consent to Release of Sales Tax Information) on page 26. Why “six or fewer?”

Section 6.6 (Tax Abatement) on pages 29-30. Why tax abatement? Tax abatement has never before been mentioned for this project. Explain the mechanism and the consequences. [revision on page 5]

Section 7.1 (Developer’s Right of Termination) and Section 7.3 (Results of Termination) on page 30. Why does the Developer have a unilateral right to terminate and no consequences? Why is there no performance bonding or security or funds set aside to undo or to complete what the Developer has done? [revision on page 5]

Section 7.5(a) (Successors and Assigns) on page 31. Why does the Developer have an almost unlimited right to assign with the City having no control over the assignee?

Overall. [additions on page 5]

Who provided the first draft of the Agreement?

What changes were made from the initial draft and subsequent drafts?

Who advised and negotiated on behalf of the City?

Was the City Council apprised of the drafts, the issues discussed, and the changes made?

Were there ever any plans to explain the agreement to citizens and to get feedback from them?

Topic 2. Economic Analysis [additions on page 4]

Sales Tax Revenue.

Were we correct or not about the sales tax mistake in Table 8 of the CBA? See my January 28, 2019 statement to the Council and the corrected table. [revision on page 4]

If yes, how did the mistake happen?

If yes, how does that change the CBA for the project or the plans of the City?

In Gregory Rose's January 25, 2019 at 3:56 pm email to Ellen Bern "Re: TIF Clarification Please" and in Allison Bamberger's similar email about the same time, what was meant by "the customary manner" when saying "The other 50% of the taxes that would otherwise go to the City (the 1% general sales tax, the 0.5% capital improvement sales tax, the 0.5% parks sales tax, the 0.25% fire sales tax and the 0.25% economic development sales tax) are distributed to the City in the customary manner."

Paying TIF Obligations with non-obligated funds. [revisions on page 4]

Why? See my January 28 statement.

Is this statement from Gregory and (exact quote from) Allison still accurate: "The City intends to use all of the sales that are captured by TIF to repay \$70.5 million to the developer for RPA 1, \$10 million for RPA 2 and \$5 million for RPA 3. The City also intends to use its share of the new revenues from the general and capital improvement sales taxes to repay the TIF costs." If yes, what are the numbers and how will the payments be done?

Public Safety and Other Costs.

Is my revised understanding about public safety costs correct? See my January 28 statement.

Are there other added costs that have not been considered?

ERDST Use Approval.

Is it accurate that the Economic Development Retail Sales Tax (ERDST) Board must approve use of ERDST for the TIF? ERDST is the 0.25% "Economic Development" tax in the tables.

I understand the ERDST Board has not given that approval. What are the plans and expectations about it?

Overall.

Will any of this economic information make a difference in the decision about the project?

The foregoing questions were first sent on January 30, 2019. Since then, some questions have been answered by events or additional information, but other questions have arisen from those same events or information, or other information.

Topic 2.

Sales Tax Revenue. It appears we were correct. The other questions remain.

Paying TIF Obligations with non-obligated funds. It is becoming clear that the first \$11.5 million of the promised \$15 million was going to be financed by the City committing at least \$1.1 million per year from the now much-reduced share of the 1% Countywide Sales Tax (referred to in the statement as “general”) and the 0.5% Capital Improvement Sales Tax, and the additional \$3.5 million from the same now non-existent source. Therefore, the overall question of “what are the numbers and how will the payments be done” remains but there are now more specific questions.

Where is the money coming from now? If from the projected \$23.2 million from the 0.5% Parks, 0.25% Fire Protection, and 0.25% Economic Development sales taxes, how can money be moved from those dedicated accounts and what effects will it have on the previously expected budget for those items?

Moreover, since only \$9.2 million of the projected \$23.2 million from those taxes will be received in the first 10 years, how does that amount fund the \$15 million during that time? I am asking about ten years even though ten years seems too long to me because that is roughly the time period contemplated by the current agreement.

Whatever the mechanism, please clarify whether the promised \$15 million is part of, or in addition to, the TIF subsidy of \$70.5 million. It appears to me to be in addition to the subsidy.

Taxable Sales - Tax Exempt Sales. PGAV assumes 97% of sales in RPA 1 will be taxable, 3% will be tax-exempt. Tax-exempt includes tax-exempt organizations purchasing and wholesale. How confident are you in that 97% and 3% split, and why?

Base Sales Tax. Last year I asked several times to confirm the taxable sales of \$6 million currently in RPA 1 as shown in the Cost-Benefit Analysis. On July 3, 2018, at a meeting with Gregory Rose, I was given a spreadsheet of 12 businesses with estimated taxable sales totaling \$6 million. I asked if there were more specific amounts from government records. I have not heard anything since. Is \$6 million accurate, or is it maybe closer to \$10 million or more? Every million in current sales reduces the amount available for the TIF by \$34,920 per year.

Recent News Articles – Financial Viability. In the St. Louis Business Journal article on February 1 and the St. Louis Post-Dispatch article on February 4, Gregory said the project was “financially viable.” Were you quoted correctly? If yes, does “financially viable” mean?

Topic 1.

Section 2.3 (Funding of RPA 2 and RPA 3 Costs), Question (5). It appears the answer to the first question is yes. The other questions remain.

Section 6.6 (Tax Abatement) on pages 29-30. Over the weekend, I realized that Exhibit F, the District Project Agreement for the Community Improvement District (CID), refers to tax abatement in Section 5(e) on page F-3. Section 6.6 does not refer to the CID Agreement so it was not readily apparent there was any connection between the two. Does the CID Agreement mean the CID will pay a Special Assessment each year in the amounts shown in Section 5(b) in place of the tax abatement? If yes, that raises several questions.

How were the Special Assessments calculated? I do not see the relationship between the assessments and the projected real estate tax revenue in the RPA 1 Cost-Benefit Analysis (CBA).

Where does the CID get the money for the Special Assessments? In CBA Table 7, the CID appears to take in about \$1.0 to \$1.4 million per year over time but half that amount is already dedicated to the TIF.

Section 7.1 (Developer's Right of Termination) and Section 7.3 (Results of Termination) on page 30. Does the City consider the \$7.5 million or \$11.5 million of the promised \$15 million the penalty or consequence, and if so, why, since the City is funding that amount?

Overall.

When will a revised Redevelopment Agreement be available?

Will you provide a comparison version that shows the changes made from the 1-11-19 draft agreement? If no, why not?

Will you provide a written explanation of the changes? If no, why not?

Questions and Comments emailed by David J. Harris to Paulette Carr on February 5, 2019
(Revised February 11, 2019 with one addition to Comment 17.2)

Paulette: I read your "Update on Olive/I-170 Development Project" in your February 4, 2019 newsletter. Here are my questions and comments.

(1) "The Council and public were provided with the ordinance and contract for the first time in the agenda packet for that [January 14, 2019] meeting." Are you saying that the Council had not seen any version of the ordinance or contract prior to that agenda packet? Or are you just being technically specific that the Council had not seen that specific printed version of the ordinance and that specific printed version of the contract before that agenda packet? Or as a more positive form of my question, did the Council see any versions of the contract before the agenda packet? If yes, when and what? Depending on your answers to these questions, I may have more questions.

(2) "Even after I read it several times, I had questions, as did my colleagues." What questions, and who?

(3) "That meeting was scheduled and noticed for Jan. 21st and took place." Are the minutes of that meeting available to the public? Will they be? If yes, when? If not, why not?

(4) "The developer also requested some changes to the development contract." Did the developer request the changes because of the "questions/concerns regarding the incremental amount of sales tax the City would receive?" If yes, what changes did the developer request? If no, what changes did the developer request? I note the developer signed the contract on January 11 so was satisfied with the contract then.

(5) "... especially if there are concerns or substantive changes being made to the ordinance (and contract)." Were there concerns or substantive changes being made at the time you reference? If yes, what were they?

(6) "The ordinance dealing with the development contract was never on the agenda for the last meeting on Jan. 28th, so it could not have been pulled as some have claimed." Who has claimed the agenda item was "pulled?" All I have seen is the factual statement that the contract was not put on the January 28 agenda, as many expected it to be on the agenda. That expectation was not unreasonable because, as you explain, "it is customary for an ordinance to be introduced with a reading at one Council session and then return for a second and third reading and vote at the following meeting." Moreover, there was no indication that the customary procedure was not going to be followed with the contract.

(7) "At NO time have we neglected to follow the correct processes." Has anyone said the Council has "neglected to follow the correct processes?" Are you concerned that there are processes that have not been followed?

(8) "When all negotiations are completed a contract will be presented to the Council and the public." Yes, that is what I thought, as I am sure did many other people. That is a reason that I went to the January 14 meeting and expressed my concerns about the contract. That is a reason I expected it to be on the January 28 agenda. Are you saying that all negotiations were not completed when the contract was presented for the January 14 meeting? If not, why was the contract presented? If not, what contract terms were remaining to be negotiated?

(9) "Council will not accept a contract which will not be in the best interest of the City and its residents." I hope that you can recognize that people can disagree on what is "in the best interest of the City and its residents" and that it is difficult to decide "best interest" when the information on which to make that decision is incorrect or missing.

(10) "It appears that the consultant, PGAV made a mistake and is in the process of issuing a new report." Do you yet know if PGAV made a mistake? If not, why is there a new report? PGAV made at least one big mistake. Can't you acknowledge that? Do you know any other mistakes PGAV made? I hope with any new report the changes will be clearly shown and thoroughly explained.

(11) "It should be noted that all charts and TIF documents stated that 50% of the incremental economic activity taxes . . . would be used to . . . pay back the . . . \$15 million for reinvestment into Ward 3 and the Olive Business Corridor." They do not. Show me where. Again, they do not. Payment of the \$15 million was coming from the expected sales tax revenue that is no longer there. It is debt that is over and above the \$70.5 million in bonds "that [will be] sold to refund some portion of the development costs to the developer." And that arrangement was not explained until the January 14 agenda packet and even then it was not fully explained. And even now it is not being fully explained by any City official, including you in your newsletter. It is becoming clear that the first \$11.5 million of the promised \$15 million was going to be financed by the City committing at least \$1.1 million per year from the now much-reduced share of the 1% Countywide Sales Tax and the 0.5% Capital Improvement Sales Tax, and the additional \$3.5 million of the promised \$15 million from the same now non-existent source. If I am wrong, correct me and explain. If I am right, where is the money now going to come from to keep the promise? Depending on your answers, I will probably have more questions.

(12) "Our status as a pool tax city was mentioned throughout the TIF documents." No, it was not. The word "pool" is mentioned only in Table 8 of the RPA 1 Cost Benefit Analysis (CBA) and the same table in the RPA 3 CBA that erroneously showed the pool payments, and the two pages for RPA 1 (pages 5 and 9) the one page for RPA 3 (page 7) that referenced that table. Who told you that "Our status as a pool tax city was mentioned throughout the TIF documents?"

(13) "In fact, [describing all the members of the TIF Commission, including you]. The numbers were, in fact, presented to all members of the TIF Commission, and who voted to approve the TIF based on all that was presented to the TIF Commission, including the financial projections and calculations provided by PGAV." What do you mean by this paragraph? Why do you think all of you overlooked the sales tax mistake? Depending on your answers, I will probably have more questions. And I hope you are not trying to imply that the entire TIF Commission voted to approve the TIF because two members voted against it.

(14) "As I understand it, the consultant overstated the sales tax revenue . . . perhaps by \$20 million or more." When do you expect to know the amount, so it is not a "perhaps." Using PGAV's figures and the actual sales tax factors, I calculated the error was \$27,542,977 and presented it at the January 28 meeting as "more than \$27 million." I provided the corrected Table 8 for you and anybody else to review. I requested that the table be part of the minutes of the meeting.

(15) "All of the "top half" of these sales taxes may be used to pay TIF obligations such as bonds and notes." But not the \$15 million promise. See Comment 11.

(16) "The City would receive ~\$30 million rather than ~\$50 million over the life of the TIF." Corrected Table 8 shows about \$25.7 million instead of about \$53.3 million.

(17) "Please contrast that with the status quo."

(17.1) First, I would like to do so. What do you say is "the status quo" and why?

(17.2) Second, from a purely financial or money perspective, the gross amount of expected tax revenue is not what should be contrasted. Rather, it is the net amount of expected tax revenue. In other words, we need to know or estimate how much tax revenue the project will cost us. What do you think those costs will be? We know the promised \$15 million, plus debt service on that amount. We know at least \$450,000 per year is estimated for additional police, which is \$9 million over 20 years. Just those two items are more than the expected sales tax revenue. So there may be no net amount of expected sales tax revenue, and therefore there might even be net tax expenditures. [Added on 2/11/19 - I recognize there may be Prop P revenue available to pay for additional police, but Prop P revenue from the project area will be only about \$10,000 per year, and therefore the revenue must come from Prop P revenue not previously intended for the project area or from other City revenue.]

(17.3) If that analysis is not enough, what about these unanswered questions: If you are proposing use of the projected \$23.2 million from the 0.5% Parks, 0.25% Fire Protection, and 0.25% Economic Development sales taxes, how can money be moved from those dedicated accounts and what effects will it have on the previously expected budget for those items? Moreover, since only \$9.2 million of the projected \$23.2 million from those taxes will be received in the first 10 years, how does that amount fund the \$15 million during that time? I am asking about ten years even though ten years seems too long to me to receive the promised \$15 million because that is roughly the time period contemplated by the current agreement.

(17.4) Lastly, the contrast involves more than just the financial or money perspective. What do we gain, what do we lose, what are the benefits of a successful development, what are the risks of a failed development, etc. We can have a robust discussion about these issues. But do we want to have even that discussion if there is a net tax loss to the City during the TIF period?

(18) "... the project remains financially viable." What does "financially viable" mean as quoted in your newsletter? What does "financially viable" mean to you?

(19) "Statements recently made by some citizens regarding the draft contract are not quite accurate." What statements, and by whom? If you are referring to me and my statements, let me know what "are not quite accurate." I can handle it.

(20) "With no real knowledge of what is occurring." Speaking for myself only, I have real knowledge of the terms of the draft contract and many other aspects of this proposed project. If there is other information that would help better understand the contract or the project or anything else, but you are not sharing the information because it is part of "legal and financial evaluations, discussions, and negotiations [that] are confidential" then it is not fair to criticize people for trying their best with the information that is available. I respectfully request that you share what you can and not just assert what you are implying by your statement, which is "I know better than you because I am privy to confidential information I cannot share."

(21) "[S]everal people seem to be pontificating on social media, etc., as if their 'reading of the situation' is fact. It is not." If you are referring to me, I was trying to be offended by your use of the word "pontificating" (the modifier "seem to be" does not change things; either you think a person is pontificating or not) but I can't bring myself to be mad at such a silly description. Also, I think you are setting up a phony statement here, "as if . . . fact . . . not." As I asked earlier, if you think statements being made are wrong, correct them. Also recognize that some statements are the best opinion that one can form based on the information available. See Comment 20.

(22) "The statements of the City Manager in the St. Louis Business Journal article are factual and accurate." That may be so as far as they go but none of the statements address concerns about the

contract or the project or the sales tax mistake, and several are expressions of opinion and feelings, not facts. For instance, here are the City Manager's quotes, and my observations about them, which are not exhaustive. Please realize that I am not criticizing the City Manager's statements. I am just trying to point out that you saying they "are factual and accurate" to contrast them with other people's statements that you do not agree with does not advance the discussion about these concerns.

(22.1) "We wanted this project to be very appealing for the bond market. So there was a potential of including that revenue to retire the debt which would simply make it more attractive for insurance purposes." What does that mean? And why is there no mention of using the revenue to fund the \$15 million promise, which became one of its primary purposes? Looking at Comment 17, how will there be any extra money to retire debt early?

(22.2) "We are pleased with the amount of funding that this potential project could generate." The "are" should probably be "were" but who are "we"? Not everyone agrees.

(22.3) "Today, we are not getting anywhere close to that." Very true. This time "we" must mean all of us in University City.

(22.4) "So we think that it's financially viable." "So we think" should probably be "But we think." Again, who is "we?" Whoever "we" is, that is an expression of an opinion, not fact. For "financially viable" see Comment 18.

(22.5) "We're excited still about the project going forward in the future." Excitement is a feeling, not a fact. The statement itself may be a fact depending on who "we" are.

(23) "I deeply respect . . . but that does not mean that a citizen may have complete information and that their assertions are accurate, or that we must agree with their conclusions/positions." Same back at you. And the assertions could be accurate. And it is possible to agree.

(24) "Some citizens are suggesting that the consultant did not realize that University City is a pooled sales tax city." Who is suggesting that? The suggestion – and it is more than a suggestion, it is a statement of fact – is that PGAV did not properly account for University City being a pooled tax city. And neither did any other consultant or decision maker. See Comment 13.

(25) "[B]ut our status as a pool tax city is referenced throughout the various TIF documents including the consultant's reports and analysis." No, it is not. See Comment 12.

(26) "There are some sale taxes in University that are pooled and some sale taxes are not pooled." True but not relevant to your assertions.

(27) "A few citizens appear to be conflating the TIF hearing and approval, with the contract . . . The development agreement was not part of the TIF. What will be contained therein was never a "known" until it is negotiated and introduced." Not conflating, but asking for consistency or an explanation when not consistent. And as I think you know, if the contract varies too much from the TIF hearing and approval, there will need to be another TIF hearing and approval.

(28) "[E]specially when they accuse the Council of including a Tax Abatement contained in the first draft of the contract and state that was not discussed during the TIF presentations." That is one example of lack of consistency. See Comment 27.

(29) "Had they read the entire section of the draft contract (Section 6.6), they might have seen that in lieu of taxes the developer would be paying a PILOT (payment in lieu of taxes) equal to the amount of the abated tax."

(29.1) Since this comment was directed in part to me, because I mentioned Section 6.6 on January 14, I have to respond that if you had read Section 6.6 you would have seen that the developer will be paying a PILOT for only 50% of the abated tax. You would also have noticed that there is no end to the abatement period. Paragraph 6.6(g) which should refer to 6.6(c) instead refers to 6.6(b).

(29.2) Additionally, over the weekend, I realized that Exhibit F, the District Project Agreement for the Community Improvement District (CID), refers to tax abatement in Section 5(e) on page F-3. Section 6.6 does not refer to the CID Agreement so it was not readily apparent there was any connection between the two. Does the CID Agreement mean the CID will pay a Special Assessment each year in the amounts shown in Section 5(b) in place of the tax abatement? If yes, that raises several questions.

(29.3) How were the Special Assessments calculated? I do not see the relationship between the assessments and the projected real estate tax revenue in the RPA I Cost Benefit Analysis (CBA).

(29.4) Where does the CID get the money for the Special Assessments? In CBA Table 7, the CID appears to take in about \$1.0 to \$1.4 million per year over time but half that amount is already dedicated to the TIF.

(29.5) Did you know about the relationship between the tax abatement, the CID and the Special Assessment? Based on what you said about Section 6.6, I think not.

(30) "There are other financial tools besides Tax Increment Financing (TIF) often included in a development contract such as Community Improvement Districts (CID) and Transportation Improvement Districts (TDD) which are not covered by the TIF Commission hearings since the subject was Tax Increment Financing. All these tools can and are used in development contracts." You are right about CIDs and TDDs (which is a Transportation Development District; you mistyped) being included in development contracts. You are absolutely wrong about the CID and TDD for this project not being covered by the TIF Commission hearings. The taxes from the CID and TDD are essential for the TIF funding and show up in various tables. Without the CID and TDD this project cannot be funded. The fact that you do not know that and did not know that causes me great concern about your vote to approve the TIF and about your ability to make an informed decision on the contract. If I am incorrect in my statement about the CID and TDD being essential to the TIF then please correct me, and I will apologize for my statement of great concern about your TIF vote and about your ability to make an informed decision on the contract.

(31) Comparing to other TIF decisions in other places. This email is going on too long, so I will only say for now: (a) the opportunities provided to speak and discuss were welcome; (b) as is now obvious, not all relevant information was available or properly understood during those meetings; and (c) the Olivette TIF covered primarily vacant ground, whereas this TIF will take many homes, apartments, businesses, religious institutions, a storage facility, and thus directly adversely impact many more people. See Comment 17.4.

(32) "Similarly, we are not rushing our development agreement." Now you are not. But it certainly appeared that you were.

(33) Best interest. See Comment 9.

(34) "I have confidence . . ." I am glad you do. My confidence is shaken.

(35) "It is a very complex project and process and is proceeding as it should." It is complex. But do you really think it is "proceeding as it should?"

(36) Updates shortly. I am looking forward to them.

(37) "Let's all take a deep breath." I think you are implying that somehow those of us who have been working hard and expressing our concerns are pushing too fast and too hard and we should take a break. Thanks but no thanks. Reflection and relaxation can be good. Letting our guard down is not.

(38) "[A]nd wait for the negotiations to conclude, at which time we can publicly and openly discuss the contract." It looked as if negotiations had concluded, or were close to concluding. At no time did anyone say negotiations were not at or near their end. See Comment 8 and Comment 1. And we are publicly and openly discussing the contract, as we should be doing. Moreover, several people, including me, have called for a more structured process to discuss the contract and there has been no response from the City Council or Administration. What do you propose?

(39) "On Friday, Jan. 18th we received notice that a citizen had some questions/concerns regarding the incremental amount of sales tax the City would receive." Even though this statement was near the beginning of your newsletter, I saved it for last. I hope at some point you, and the other Council members, and the City Manager, Attorney, and consultants, among others, will have the grace to publicly thank, or at least acknowledge appreciation for, the citizen, Greg Pace, who discovered the sales tax mistake, and those of us who worked hard to understand it and to publicize it, thus saving the City, that is, all of us, from what would have been a very costly commitment.

Testimony 2/11/19
Leif Johnson
836 Barkley Square
U. City, MO 63130

I want to thank Councilwoman Paulette Carr for her meticulous summaries of the Sinquefield plans and the Freeholder Board plans.

Sinquefield's plans incorporated two main objectives: (1) to eliminate the citizens right to vote for municipal elections, and (2) Allow the greatest money grab that anyone in this room has ever been the victim of.

Why? To float new indebtedness (bonds) on this amplified county-wide tax base. New stadiums, hockey rinks, entertainment districts, downtown revitalization, sports complexes. For us that means more taxes and less services. Also, they may wish to shore up the bond rating of St. Louis City whose present bonds are a hair's breath away for "junk bond" status.

To head off Sinquefield's proposals (which have massive corporate, university, lawyer and media support) there is another proposal being circulated to create a Board of Freeholders appointed by the Mayor of St. Louis, the St. Louis County executive and the Governor. This is an *appointed board not an elected one*. Would you prefer a non-elected board appointed by Krewson, Stenger and the Governor eliminate your right to vote for local office, rather than Sinquefield?

Would you rather have a "Freeholders" plan win and achieve the very same goals as Sinquefield's?

The only option you have is to defeat Sinquefield. There is no compromise, no way around his plan, there is no "alternate plan" there is no choice but to stand and fight. Ninety five percent of city/county governments function just fine as separate entities. We are already a regional set of governments. Sinquefield's "regionalism" means nothing more than a massive money grab.

On the possibility of losing our right to vote, we may recall the words of Abraham Lincoln:

"If ever I feel the soul within me elevate and expand to those dimensions not wholly unworthy of its Almighty Architect, it is when I contemplate the cause of my country, deserted by all the world beside, and I standing up boldly and alone and hurling defiance at her victorious oppressors. Here without contemplating consequences, before High Heaven, and in the face of the world, I swear eternal fidelity to the just cause, as I deem it, of the land, of my life, my liberty and my love. And who, that thinks with me, will not fearlessly adopt the oath I take. Let none falter, who thinks he is right, and we may succeed. But, if after all, we shall fail, be it so. We shall still have the proud consolation of saying to our consciences, and to departed shade of our country's freedom, that the cause approved of our judgment, and adored of our hearts, in disaster, in chains, in torture, in death, we NEVER faltered in defending." (Dec. 29, 1839)

City clerk: I wish to enter into record the section of Councilwoman Carr's summary of the proposed for Freeholders Board.

Email about Another Serious Error sent February 10, 2019 by David J. Harris to reporters after sending to City Manager, Attorney, and Council

As part of the "briefing" about the TIF Development from City Manager Gregory Rose that is scheduled for the University City Council meeting tomorrow night, Monday, February 11, at 6:30 p.m., the agenda packet released on February 8 contained a revised Table 8 from PGAV regarding the sales tax revenue available to University City. The agenda item with the revised table is attached. The table appears to correct the \$27 million error that was discovered by Greg Pace, refined by me with the Corrected Table 8 I presented at the January 28 Council meeting and sent you, and publicized by me and others. However, undisclosed as part of this revised Table 8 appears to be another serious error by PGAV.

I noticed that the tax revenue to us in the revised PGAV Table 8 was \$21,423 or \$21,424 more per year than the Corrected Table 8 I prepared and circulated on January 28. I was going to see if Mr. Rose mentioned that difference Monday night and if not, ask about it. Greg Pace has "reverse engineered" the numbers and reached the conclusion before I could that the difference is due to a higher base sales tax figure. Greg is correct. I plugged \$9.7 million for the assumed base sales tax revenue (97% of \$10 million, up from \$5.82 million which was 97% of \$6 million) into the Corrected Table 8 that I prepared and the result is exactly the same as the new table from PGAV.

In other words, the base sales tax revenue, that is, the amount of sales tax revenue currently from the businesses in the proposed redevelopment area, is \$10 million per year, not \$6 million per year as previously presented by PGAV.

This is serious. An increase of \$21,423 to us represents a decrease in the amount to pay TIF obligations. I calculated each increase of \$1 million in base sales tax was a decrease of \$34,920 per year to the TIF. Therefore, a change from \$6 million to \$10 million would be a decrease to the TIF of \$139,680 per year. That is \$2.8 million less for the TIF (over 20 years) that needs to be accounted for, and it is another error by PGAV on which the TIF Commission, City Administration, and Council relied.

I had previously asked this question about base sales tax in an email I sent to Mr. Rose, City Attorney John Mulligan and Council on February 5 at 12:28 a.m., adding to the questions I sent on January 30 in anticipation of meeting with Mr. Rose, Mr. Mulligan, and two Council members on February 1, a meeting that did not occur. Here is what I wrote:

"Last year I asked several times to confirm the taxable sales of \$6 million currently in RPA 1 as shown in the Cost-Benefit Analysis. On July 3, 2018, at a meeting with Gregory Rose, I was given a spreadsheet of 12 businesses with estimated taxable sales totaling \$6 million. I asked if there were more specific amounts from government records. I have not heard anything since. Is \$6 million accurate, or is it maybe closer to \$10 million or more? Every million in current sales reduces the amount available for the TIF by \$34,920 per year."

I had shared with Greg my question about the base sales tax around the time I sent it. The question appears to have been answered with Greg's analysis and now my analysis of the revised Table 8 from PGAV.

Greg emailed Mr. Rose, Mr. Mulligan, Council, and Andy Struckhoff of PGAV at 5:07 this morning about his "reverse engineering" and asked whether the base sales tax is now being considered \$10 million instead of \$6 million. I followed up at 1:49 p.m. with an email to them that is similar to the email I am sending to you.

**UNIVERSITY CITY COUNCIL
STUDY SESSION
5th Floor of City Hall
6801 Delmar
February 11, 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, February 11, 2019. Mayor Crow called the Study Session to order at 5:30 p.m.

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

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

Also in attendance was City Manager, Gregory Rose; City Attorney, John F. Mulligan Jr.; Planner, Collen Durfee; Public Works and Parks Senior Manager, Errol Tate.

2. CHANGES TO REGULAR COUNCIL AGENDA

Hearing no changes to the regular Council Agenda, Mayor Crow turned the meeting over to Mr. Rose.

3. PARKING REQUIREMENTS

Mr. Rose stated tonight's Study Session is comprised of two issues:

- a. An introduction to the concept of shared parking
- b. Council's opinion on the scope of the Parking Study

Shared Parking

Ms. Durfee stated staff has been working on making revisions to the Parking Code which entailed taking a comprehensive look at the parking requirements for all of the City's districts. As a result, the shared parking component was added to the Code to allow the City to more efficiently utilize space.

- Shared parking is a development/land use strategy that allows complementary land uses to share spaces, rather than producing separate spaces for separate uses that are based on the peak hours of operation.

Why Shared Parking Works

- Accommodates and promotes mixed-use development. Typically, there are always several uses located within one building that provides for diverse tenants and adds stability.

- More efficient use of space.
- It reduces the amount of impervious surface by lessening the requirements for each parking lot.
- Reduces vacancies. Oftentimes there is not enough on-site or off-street parking to accommodate a new tenant's parking requirements, which places an undue burden on the owner to fill vacancies. Shared parking can relieve this burden by utilizing parking spaces from neighboring businesses during their off-peak hours.
- Less congestion and fewer emissions lead to sustainable practices.

How Will Shared Parking Work in U City

- Issuance of a Conditional Use Permit (CUP) to provide oversight and review.
- The requirement of a 500 feet max distance from tenant/use to the parking site.
- Applicants must demonstrate proof of use compatibility with proposed shared parking spaces (*See shared parking table*).
- Additional exceptions to minimums can still apply. (All exceptions are reviewed by staff.)
- Written agreement between parties sharing parking and the parking lot owner that is registered with the County. This agreement becomes null and void once the use changes.

How to Calculate Parking Spaces for Shared Parking

Table Number 1 of Exhibit A, breaks down the general uses in the City by category and tries to predict what the intense use will be throughout the week and at specific times of the day.

- For example, Entertainment and Recreation: from 5 p.m. to 1 a.m. Monday through Thursday, 100% of the parking would be required.

Table Number 2 of Exhibit A, depicts a mixed-use development with a restaurant, grocery store and residential condos that have been used to determine the new minimums for shared parking.

First, the minimum Code requirement is applied; i.e., from 6 a.m. to 5 p.m. it's most likely that 75% of this development's spaces would be used. Next, you total up all the numbers and that provides you with the time of day the majority of spaces would be used at one time; (*the numbers in bold represent the new minimums for shared parking*). For this example, the required spaces without shared parking would normally be 55, but with a shared parking arrangement the requirement would only be 51 spaces.

The Parking Study

Mr. Tate stated that staff is looking at different options to conduct this study, which includes hiring a consultant.

Options

- Option 1: Small geography, full scope
- Option 2: Larger geography, limited scope
- Option 3: Larger geography, full scope

Role of the Consultant

- Supply/Demand Analysis
- Areas to be focused on

- University City Loop Business District and Surrounding areas
- Forsyth Blvd (North Side only)
- Areas west of Forest Park Parkway which includes parking within the Clayton Downtown district
- Detailed data collection (land, on and off-street parking, license plate survey)
 - Develop a plan for improvements
 - Assist with stakeholder/business/resident meetings
 - Evaluation of current parking policy(s)
 - Parking equipment; *(Some equipment is currently being implemented)*
- Obtain parking information from the City that would be relevant to this study, including possible GIS Shapefiles (maps), and parking restrictions maps.
- Perform on-street parking observations; i.e., on a weekday between 1:00 p.m. and 7:00 p.m. and on a weekend between 3:00 p.m. and 7:00 p.m. These observations would reveal the relative occupancy (Full, 90%, 75%, 50%, 25%, Mostly Empty) of parking along each block segment at hourly or bi-hourly intervals. Existing parking restrictions would be inventoried. Efforts would be undertaken to identify parking users, including investigating primary arrival, departure periods, monitoring of walk routes, etc.
- Summarize the field data obtained in Task 2 and generate exhibits and graphics to illustrate the findings.
- Research parking strategies employed in other Cities in an effort to preserve on-street parking for adjacent land uses.
- Recommend parking management strategies applicable to each zone and provide guidance to the City regarding implementation and ongoing management.
- Document the findings of the study in a brief report, including graphics, charts, and figures to summarize the information
- Attend up to two meetings with the City to discuss the findings of this study and answer questions.

Estimated Cost of Consultant

- Zone 1 (Loop Area) \$15,000.00
- The addition of Zones 2/3 (near Clayton downtown and Forsyth) \$13,000.00
- A combined total of \$28,000

Mayor Crow asked if there would be a cost-savings if all three zones were reviewed by the consultant at one time? Mr. Tate stated that it would be cheaper to draft one proposal for all three zones. Mayor Crow questioned whether Council believed there were any other areas with parking constraints that should be included within the study?

Councilmember Hales asked if staff had already identified specific areas to be included in Zones 2 and 3? Mr. Tate stated while staff is looking to Council to provide them with guidance on the specifics, they had looked at Pershing west of Forest Park Parkway, West Moreland and Maryland.

Councilmember Hales stated he also believes that the 7300 blocks of Forsyth, in its entirety, should be included. And although Altadena and other streets within those adjacent neighborhoods may not have as much value today, as the eastern end of Clayton continues to develop, pressure will grow in those areas. Mr. Tate stated the study could also encompass areas that can be included in paid parking.

Councilmember Clay asked Mr. Tate if he would explain what a license plate survey consisted of? Mr. Tate stated that a license plate reader is used to determine how long and how often a parking space is being occupied by specific individuals.

Councilmember Cusick questioned if the study would be conducted during a timeframe that accounts for the impact large universities can have on parking and the number of people from out-of-town that visit The Loop in the summer? Mr. Tate stated staff had envisioned capturing the volume of students that exist before their summer break. Councilmember Cusick asked whether Zones 2 and 3 would encompass portions of Clayton? Mr. Tate stated the consultant has the option of reviewing Clayton's Parking Study to obtain information about any areas within their city limits.

Councilmember Clay questioned whether the month of May would be a good time period to get the nexus of increased commercial activity in The Loop and Wash U students? Mr. Tate stated that it would be.

Councilmember Hales suggested that the 7300 blocks of Lindell, the side streets Delin and Manhattan, and the 6600 and 6700 blocks of Washington and Kingsbury also be included since they have a great deal of commuter parking.

Councilmember Cusick asked what geographic areas were being considered in Zone 1? Mr. Tate stated to the north staff has identified Vernon up to Kingsbury and then as far south as Big Bend to the City Limits.

4. 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 Cusick moved to go into a Closed Session, seconded by Councilmember Hales.

Roll Call Vote Was:

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

Nays: None.

5. ADJOURNMENT

Mayor Crow thanked staff for their presentation and closed the Study Session at 5:44 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 6:27 p.m.

LaRette Reese
City Clerk

Exhibit A

Table No. 1: How to calculate parking spaces required for shared parking

<u>Land Use</u>	Percentage of Required Parking Spaces by Period				
	<u>Monday-Thursday</u> <u>Day and Evening</u>		<u>Friday-Sunday</u> <u>Day and Evening</u>		<u>Nighttime</u>
	<u>6 AM - 5 PM</u>	<u>5 PM - 1 AM</u>	<u>6 AM - 5 PM</u>	<u>5 PM - 1 AM</u>	<u>1 AM - 6 AM</u>
EMPLOYMENT	<u>100%</u>	<u>10%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>
RETAIL OR SERVICE	<u>75%</u>	<u>75%</u>	<u>100%</u>	<u>90%</u>	<u>5%</u>
RESTAURANT	<u>50%</u>	<u>100%</u>	<u>75%</u>	<u>100%</u>	<u>25%</u>
ENTERTAINMENT and RECREATION	<u>30%</u>	<u>100%</u>	<u>75%</u>	<u>100%</u>	<u>5%</u>
PLACE OF WORSHIP*	<u>5%</u>	<u>25%</u>	<u>100%</u>	<u>50%</u>	<u>5%</u>
SCHOOL	<u>100%</u>	<u>10%</u>	<u>10%</u>	<u>10%</u>	<u>5%</u>
DWELLING	<u>25%</u>	<u>90%</u>	<u>50%</u>	<u>90%</u>	<u>100%</u>
LODGING	<u>50%</u>	<u>90%</u>	<u>75%</u>	<u>100%</u>	<u>100%</u>

***Place of Worship parking needs will be considered on a case by case basis as different faiths gather at different days and times during the week.**

Table No. 2:

Example of mixed use development with restaurant, grocery store, and condo

<u>Land Use</u>	<u>Percentage of Required Parking Spaces by Period</u>				
	<u>Monday-Thursday</u> <u>Day and Evening</u>		<u>Friday-Sunday</u> <u>Day and Evening</u>		<u>Nighttime</u>
	<u>6AM to 5PM</u>	<u>5PM to 1AM</u>	<u>6AM to 5PM</u>	<u>5PM to 1AM</u>	<u>1AM to 6AM</u>
<u>RETAIL OR SERVICE</u>	<u>$75\% \times 10 = 7.5$</u>	<u>$75\% \times 10 = 7.5$</u>	<u>$100\% \times 10 = 10$</u>	<u>$90\% \times 10 = 9$</u>	<u>$5\% \times 10 =$</u> <u>0.5</u>
<u>RESTAURANT</u>	<u>$50\% \times 15 = 7.5$</u>	<u>$100\% \times 15 = 15$</u>	<u>$75\% \times 15 = 11.25$</u>	<u>$100\% \times 15 = 15$</u>	<u>$25\% \times 15 = 3.25$</u>
<u>DWELLING</u>	<u>$25\% \times 30 = 7.5$</u>	<u>$90\% \times 30 = 27$</u>	<u>$50\% \times 30 = 15$</u>	<u>$90\% \times 30 = 27$</u>	<u>$100\% \times 30 = 30$</u>
TOTAL	23	50	37	51	34



Council Agenda Item Cover

MEETING DATE: February 25, 2019

AGENDA ITEM TITLE: Mayors for Solar Energy – Statement of Support

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND REVIEW:

Environment America is bringing together mayors and local leaders who support moving forward with solar power through their Mayors for Solar Energy project. This project is part of the Shining Cities campaign, where Environment America works with state affiliates and local governments to tap into the benefits and potential of solar power by making major commitments to support the introduction of solar power into local communities. Already, nearly 200 local leaders who support solar energy in their communities have signed onto Environment America's letter "Mayors for Solar Energy". The local leaders who sign the letter pledge to support efforts to advance solar energy in their local communities in order to help residents and businesses benefit from lower energy costs and revitalizations of their communities.

On July 9, 2018 City Council approved the endorsement of the OneSTL Regional Plan for Sustainable Development and its sustainable targets. One of these targets is to reduce greenhouse gas emissions by 28% by 2025 and 80% by 2050. Solar energy is one of the ways to reach this target.

Additionally, University City is committed to increasing energy efficiency, renewable energy, and reductions in greenhouse gas emissions through Ordinance #6956, which indicates that "The City will embark on renewable energy projects that demonstrate an ability to pay for themselves over a 15 year period..."

On January 10, 2019, the Green Practices Commission, unanimously concurred that it is in the best interest to the City for the Mayor to sign the statement in Support of Solar and commit to supporting efforts to advance solar energy in our local community, state, and the nation.

By committing University City to the Mayors for Solar Energy project, University City will join a coalition of local governments who are pushing for solar energy adoption and establish clear commitments for a path to a renewable future.

RECOMMENDATION: The City Manager recommends the signing of the Mayors for Solar Energy Statement of Support. This letter of support will reinforce University City's commitment to the triple bottom line framework – financial return, social impact, and environmental responsibility.

ATTACHMENTS: 1) Draft Statement of Support
2) Copy of Statement signed by Mayors from around U.S.A.



Mayors for Solar Energy

We, the undersigned U.S. Mayors and local officials, resolve to make solar energy a key element of our communities' energy plans.

Accelerating the growth of solar will reduce pollution while revitalizing our communities by creating jobs and keeping energy dollars in our local economies. Expanding solar power helps residents and businesses benefit from lower energy costs while providing more local control of energy and improving our communities' resilience.

Therefore, solar energy can and should be a much larger part of our energy mix than it is today. The U.S. has the potential to produce 100 times more solar power than the total amount of energy we consume each year. We must continue to harness this vast source of clean energy for the benefit of all of our citizens.

As local leaders, we know that our communities are particularly well-suited to adopt solar power. Cities and towns are natural centers of electricity demand, have the rooftops and infrastructure needed for installing solar panels, and can craft policies to help residents and utilities make the switch to solar power. With a concerted effort underway on the state and federal levels to limit the growth of solar by fossil fuel special interests, communities like ours across the country need to act quickly to continue our progress toward renewable energy.

By signing this Statement in Support of Solar, we commit to supporting efforts to advance solar energy in our local communities, states, and the nation.

Name: _____

Title: _____

City, State: _____

Phone Number: _____

Email: _____

Mayors for Solar Energy

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By signing this statement in support of solar, we commit to supporting efforts to advance solar energy in our local communities, states, and the nation.

Signed:

Alabama

Todd Strange, Mayor, Montgomery

Alaska

Karl Kassel, Mayor, Fairbanks

Arizona

Jonathan Rothschild, Mayor, Tucson

Arkansas

Lioneld Jordan, Mayor, Fayetteville

Jay Hollowell, Mayor, City of Helena-West Helena

California

Jesse Arreguin, Mayor, Berkeley
Glenn Sylvester, Former Mayor, Daly City
Catherine Blakespear, Mayor, Encinitas
Lily Mei, Mayor, Fremont
Skylar Peak, Former Mayor, Malibu
Clyde Roberson, Mayor, Monterey
John F. Johnston, Mayor, Ojai
Heidi Harmon, Mayor, San Luis Obispo
Ted Winterer, Mayor, Santa Monica
Glenn Hendricks, Mayor, Sunnyvale

Colorado

Suzanne Jones, Mayor, Boulder
Eric Mamula, Mayor, Breckenridge
Kris Teegardin, Former Mayor, Edgewater
Marjorie Sloan, Mayor, Golden
Christine Berg, Mayor, Lafayette
Bob Muckle, Mayor, Louisville
Nicole Nicoletta, Mayor, Manitou Springs
Kristopher Larsen, Mayor, Nederland
Sean Murphy, Mayor, Telluride

Connecticut

Michael Tetreau, First Selectman, Fairfield

Delaware

Ted Becker, Mayor, Lewes
Polly Sierer, Mayor, Newark

Florida

Michael Ryan, Mayor, City of Sunrise
Becky Tooley, Mayor, Coconut Creek
Raul Valdes-Fauli, Mayor, Coral Gables
Peggy Bell, Mayor, Cutler Bay
Tamara James, Mayor, Dania Beach
Lauren Poe, Mayor, Gainesville
Craig Cates, Mayor, Key West
Bill Barnett, Mayor, Naples
Buddy Dyer, Mayor, Orlando
Joseph M. Corradino, Mayor, Pinecrest
Sandra Bradbury, Mayor, Pinellas Park
Lamar Fisher, Mayor, Pompano Beach
Joseph Ayoub, Mayor, Safety Harbor
Philip K. Stoddard, Mayor, South Miami
Daniel Dietch, Mayor, Surfside
Andrew Gillum, Mayor, Tallahassee

Jeri Muoio, Mayor, West Palm Beach
Gary Resnick, Mayor, Wilton Manors

Georgia

Hardie Davis, Jr., Mayor, Augusta
Patti Garrett, Mayor, Decatur
Angelyne Butler, Mayor, Forest Park

Guam

Melissa Savares, Mayor, Dededo

Hawaii

Kirk Caldwell, Mayor, Honolulu
Alan Arakawa, Mayor, Wailuku, Maui County

Idaho

Nina Jonas, Former Mayor, Ketchum
Annie Shaha, Mayor, Dover

Illinois

Deanna Demuzio, Mayor, Carlinville
Hal Patton, Mayor, Edwardsville
Steve Hagerty, Mayor, Evanston
Jodi Miller, Mayor, Freeport
Nancy Roterling, Mayor, Highland Park
Rick Reinbold, President, Richton Park
Chris Lain, Mayor, Savanna
Al Larson, Village President, Schaumburg
George Van Dusen, Mayor, Skokie
Vivian Covington, Mayor, University Park
Rhett Taylor, Mayor, Village of Grayslake

Indiana

James Brainard, Mayor, Carmel
Phil Jenkins, Mayor, Nappanee

Iowa

Roy Buol, Mayor, Dubuque
Ed Malloy, Mayor, Fairfield

Kansas

Jeremy Johnson, Mayor, Pittsburg

Kentucky

Carter Hendricks, Mayor, Hopkinsville

Louisiana

Greg Lemons, Mayor, Abita Springs
Reginald Tatum, Mayor, Opelousas

Maine

Ethan Strimling, Mayor, Portland
Linda Cohen, Mayor, South Portland

Maryland

Patrick Wojahn, Mayor, College Park
Jack C. Sims, Mayor, District Heights
Edward Estes, Mayor, Glenarden
Rodney Craig, Village President, Hanover Park
Candace B. Hollingsworth, Mayor, Hyattsville
Malinda Miles, Mayor, Mount Rainier
Brian Jones, Mayor, Rock Hall

Massachusetts

Joseph A. Curro, Jr., Chair, Board of Selectmen, Arlington
Stephanie Burke, Mayor, Medford
Jon Mitchell, Mayor, New Bedford
David Narkewicz, Mayor, Northampton
Joseph M. Petty, Mayor, Worcester

Michigan

Jim Carruthers, Mayor, Traverse City
Mark Meadows, Mayor, East Lansing
Rosalynn Bliss, Mayor, Grand Rapids
Amanda Maria Edmonds, Mayor, Ypsilanti

Minnesota

Nancy Tyra-Lukens, Mayor, City of Eden Prairie
Peter Lindstrom, Mayor, Falcon Heights
Shep Harris, Mayor, Golden Valley
Nora Slawik, Mayor, Maplewood
Jacob Frey, Mayor, Minneapolis

Mississippi

Steve Rosenthal, Mayor, Indianola
J. Brian Gomillion, Mayor, Walnut Grove
George Flaggs, Jr., Mayor, Vicksburg

Missouri

Sly James, Mayor, City of Kansas City
Len Pagano, Mayor, St. Peters

Montana

William G. Larson, Mayor, City of Red Lodge
Cynthia Andrus, Mayor, Bozeman
Dave Palmer, Chief Executive, Butte-Silver Bow
John Conatser, Mayor, Choteau
Bob Kelly, Mayor, Great Falls
John Engen, Mayor, Missoula

New Hampshire

Peter Christie, Chairman, Selectboard, Hanover

New Jersey

Bert H Steinmann, Mayor, Ewing
Gayle Brill Mittler, Mayor, Highland Park
Victor De Luca, Mayor, Maplewood

New Mexico

Timothy Keller, Mayor/Alcalde, Albuquerque
Ken Miyagishima, Mayor, Las Cruces
Javier M. Gonzales, Former Mayor, Santa Fe
Alan Webber, Mayor, Santa Fe

Nevada

Hillary Schieve, Mayor, Reno
Daniel Corona, Mayor, West Wendover

New York

Lovely Warren, Mayor, Rochester

Drew Fixell, Mayor, Tarrytown
Thomas M. Roach, Mayor, White Plains

North Carolina

Esther Manheimer, Mayor, Asheville
Vi Lyles, Mayor, Charlotte
Barbara Volk, Mayor, Hendersonville

Ohio

John Cranley, Mayor, Cincinnati
Annette Blackwell, Mayor, Maple Heights
William R. Flaute, Mayor, Riverside

Oklahoma

Lynne Miller, Mayor, Norman

Oregon

Biff Traber, Mayor, Corvallis
Paul Blackburn, Mayor, Hood River

Mark Gamba, Mayor, Milwaukie
Ted Wheeler, Mayor, Portland

Pennsylvania

Jeanne Sorg, Mayor, Ambler
Emily Marburger, Mayor, Bellevue
John Fetterman, Mayor, Braddock
Mark Barbee, Mayor of Bridgeport, Bridgeport
Timothy Scott, Mayor, Carlisle
Josh Maxwell, Mayor, Downingtown
Ron Strouse, Mayor, Doylestown
Nickole Nesby, Mayor, Duquesne
Salvatore Panto, Jr., Mayor, Easton
Joe Schember, Mayor, Erie
Theodore Streeter, Mayor, Gettysburg
Arlene Wanatosky, Mayor, Homer City Borough
Debbie Mahon, Mayor, Hulmeville
David Wessels, Mayor, Huntingdon
Paul Roberts, Mayor, Kingston
Danene Sorace, Mayor, Lancaster
Garry Herbert, Mayor, Lansdale
David Burton, Mayor, Malvern
Patricia Witt, Mayor, Manchester
Mike Detweiler, Mayor, Mansfield
Sean Strub, Mayor, Milford
Thomas S. Kramer, Mayor, Millbourne
Antoinette L. Johnson, Mayor, Modena
Matthew Shorraw, Mayor, Monessen
Bruce Blunt, Mayor, Morton
Frederick T. Courtright, Mayor, Mount Pocono
Lance E. Colondo, Mayor, Nazareth
Sonya Sanders, Council President, Norristown
Jim Kenney, Mayor, Philadelphia
Peter Urscheler, Mayor, Phoenixville
William Peduto, Mayor, Pittsburgh
Stephanie A. Henrick, Mayor, Pottstown
Kevin Cunningham, Mayor, Rutledge
Matthew Rudzki, Mayor, Sharpsburg
Donald Hahn, Mayor, State College
Tarah Probst, Mayor, Stroudsburg
Tim Kearney, Mayor, Swarthmore
Dianne Herrin, Mayor, West Chester
Dan DePaul, Mayor, West Easton
Tom Blaskiewicz, Mayor, West Pittston
Shawn Mauck, Mayor, West York Borough
Marita Garrett, Mayor, Wilkinsburg
Donald Barrett, Mayor, Wilson Borough, Easton

Rhode Island

Jorge Elorza, Mayor, Providence

South Carolina

Steve Benjamin, Mayor, Columbia

South Dakota

Jack Powell, Mayor, Vermillion

Tennessee

Madeline Rogero, Mayor, Knoxville

Texas

Steve Adler, Mayor, Austin

Todd Ruge, Former Mayor, Buda

Sylvester Turner, Mayor, Houston

Ron Nirenberg, Mayor, San Antonio

Scott Saunders, Jr., Mayor, Smithville

John Williams, Mayor, Universal City

Utah

Jacqueline Biskupski, Mayor, Salt Lake City

Emily S. Niehaus, Mayor, Moab

Vermont

Miro Weinberger, Mayor, Burlington

Anne Watson, Mayor, Montpelier

Virginia

Allison Silberberg, Mayor, Alexandria

Washington

Kol Medina, Mayor & Council Member, Bainbridge Island

Mary Lou Pauly, Mayor, City of Issaquah

Jennifer Gregerson, Mayor, Mukilteo

Cheryl Selby, Mayor, Olympia

Chris Roberts, Former Mayor, Shoreline

West Virginia

Scott Rogers, Mayor, Charles Town

John Manchester, Mayor, Lewisburg

Wisconsin

John Antaramian, Mayor, Kenosha

Gurdip Brar, Mayor, Middleton

Zachary Vruwink, Mayor, Wisconsin Rapids

Wyoming

Marian Orr, Mayor, Cheyenne



Council Agenda Item Cover

MEETING DATE: February 25, 2019

AGENDA ITEM TITLE: Project #1421 – FY19 Americans with Disabilities Act (ADA)
Curb Ramp Designs

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED?: YES

BACKGROUND: Due to increased regulations for accessibility compliance outlined in the Americans with Disabilities Act (ADA), the City budgets funds each year to upgrade curb ramps on streets planned to be resurfaced in upcoming fiscal years. As part of the construction bid packages for the curb ramp upgrades, the city provides contractors with detailed engineering design drawings. The sheer volume of curb ramp designs requires assistance from qualified engineering consulting firms.

From the effective MoDOT pre-qualified consultant list, City staff shortlisted Terra Engineering, LTD, and requested a fee proposal to perform engineering services for the design of ADA compliant curb ramps at various locations in University City. The Engineering Services Contract with Terra Engineering, LTD. provides a maximum compensation of \$55,142.67 for the design of 55 curb ramps at 17 intersections in preparation for the Sidewalk and Curb Replacement Project in the current fiscal year of 2019.

The budget for this type of work is \$50,000 in FY2019 and will come from the account number 12-40-90_8060 under the Capital Improvement Sales Tax Fund. The balance of the funds in the amount of \$5,142.67 will come from the same fund source as budgeted for the construction of the curb ramp upgrades in FY2019.

RECOMMENDATION: City Manager recommends that the City Council approve the contract with the engineering consulting firm (Terra Engineering, LTD) for curb ramp design services in the amount of \$55,142.67.

ATTACHMENTS:

- 1) Location List
- 2) Terra Engineering LTD contract

Location List:

2019 ADA Design Locations
Sheridan & Orchard
Sheridan & Richard
Sheridan & Elmore
Coolidge & Orchard
Coolidge & Richard
Coolidge & Elmore
Grant & Orchard
Grant & Richard
Grant & Elmore
Mendell & Canton
Mendell & Milan
Milan & Birchmont (West)
Milan & Birchmont (East)
Milan & 79 th
Milan & Annandale
Trenton & Erith
Trenton & Annandale



February 14, 2019

Mr. Errol Tate
Senior Public Works-Parks Manager
City of University City
6801 Delmar Boulevard
University City, MO 63130
T: 314.505.8571
F: 314.338.7825
E: etate@ucitymo.org

Re: 2019 ADA Ramp Replacements
Various Locations – University City, Missouri
Proposal for Civil Engineering Services

Dear Mr. Tate:

Thank you for teaming with us on this project. Per your request, we provide the following proposal to the City of University City (“Client”) for the survey and civil engineering services associated with the 2019 ADA ramp replacements at various locations throughout the City of University City.

This fee proposal is based on your request for proposal (RFP) received February 1, 2019, our conversations thereafter, documentation provided to date, our research to date concerning the subject locations, and our understanding of codes in effect as of this date.

The work to be undertaken is to evaluate and develop design plans for the replacement of several intersection curb ramps located throughout the City of University City which have been deemed deficient by the City and need design plans for replacement. The intersection locations to be included and evaluated in the design include the following seventeen (17) intersections:

1. Sheridan & Orchard – 4 Corners
2. Sheridan & Richard – 4 Corners
3. Sheridan & Elmore – 4 Corners
4. Coolidge & Orchard – 2 Corners
5. Coolidge & Richard – 2 Corners
6. Coolidge & Elmore – 4 Corners
7. Grant & Orchard – 2 Corners – SW missing
8. Grant & Richard – 2 Corners
9. Grant & Elmore – 2 Corners? - SW missing
10. Mendell & Canton – 4 Corners
11. Mendell & Milan – 2 Corners
12. Milan & Birchmont (West) – 4 Corners
13. Milan & Birchmont (East) – 4 Corners

14. Milan & 79th – 4 Corners
15. Milan & Annandale – 3 Corners
16. Trenton & Erith – 4 Corners
17. Trenton & Annandale – 4 Corners

TERRA's cost proposal for this design makes several assumptions when estimating the costs to provide the design work for the project. The assumptions are as follows:

- The project will consist of a total of fifty-five (55) ramp corners at the seventeen (17) intersections described above.
- The ramp designs will vary in complexity of the design needed to bring the corner into compliance with Americans with Disabilities Act (ADA) requirements and based on the Public Rights-of-Way Accessibility Guidelines (PROWAG) provided by the United States Access Board which are effective as of the date of this agreement.
- The engineering services required assume the following breakdown of ramp designs with are based on the level of design details required and ranked as Category 1-3. The ramp Categories are estimated as follows:
 - 35% of the ramps will be Category 1 (Only require a reference to St. Louis County Standards)
 - 35% of the ramps will be Category 2 (Ramp design requires a design sketch)
 - 30% of the ramps will be Category 3 (Ramp will require a field survey and a full design of the ramp to St. Louis County requirements)

A specific list of scope of work and anticipate deliverables is listed below.

SCOPE OF WORK/ANTICIPATED DELIVERABLES

1. Civil Engineering and Survey

A. Preliminary Design

- i. Attend a project kickoff meeting with the City. Attend additional coordination meetings (limit 1) and conduct the remainder of meetings/coordination via phone and e-mail.
- ii. Evaluate existing information associated with the subject area as provided by Owner such as: as-builts, geotechnical reports, surveys, and utility information.
- iii. Request a Missouri One Call System design search and coordinate with utility companies to solicit utility records of the area.
- iv. Review previous design, permit and construction documents of the area as made available to the design team. Review public utility information as made available to the design team.
- v. Review codes and ordinances in effect for the design.
- vi. TERRA will perform an Initial Field Survey to determine the ramp category for each identified ramp.
- vii. TERRA will use St. Louis County Standards to identify any compliant ramps and omit them from the project.
- viii. Conduct a site visit in order to review and evaluate the existing conditions against the project's Topographic Survey and proposed conditions.
- ix. TERRA will summarize the ramps by category or compliance on Location Maps as per St. Louis County requirements.

B. Detailed Site Assessment

- i. Follow-up site visits for additional information.

- a. Assume 50% of all corners will require follow up visits
 - b. Measurements
 - c. Photos
 - d. Utility conflict determination.
 - ii. Re-evaluate Initial Categories 2 and 3 for number of ramps involved
- C. Surveying
- i. Topographic Survey
 - a. Request a Mo One Call System design search and coordinate with utility companies to solicit utility atlas records of the area.
 - b. Request from the appropriate utility companies any available underground documents. Please note this retrieval process sometimes takes 4-6 weeks.
 - c. Elevations will be referenced to the St. Louis County Bench Mark System. Benchmarks used will be referenced.
 - d. Spot elevations at 25-foot intervals at center of street, back of curb, face of curb, edge of pavement, front and back of sidewalk and property line.
 - e. Spot elevations at 25-foot intervals at center of alley, edge of pavement, and property line.
 - f. Spot elevations at each score joint of public, accessible, curb ramps at street corners, alley aprons and driveway aprons.
 - g. Plotted location of street markings (i.e. lane striping, stop bars, crosswalks)
 - h. Plotted location of all trees and large shrubs 4" dia. and larger
 - i. Visible utilities and drainage structures will be located, rim and invert elevations, along with pipe size and direction will be shown. Per OSHA regulations, survey personal will not enter any confined space. Survey will be performed from ground level. Utility lines will be drawn on survey as visible and as noted in utility record documentation or other records provided by Client.
 - j. The drawing will include a legend of the symbols and abbreviations used.
 - ii. Deliverables
 - a. Topographic Survey at Category 3 ramps
- D. Design Development
- i. Attend coordination meetings (limit 1) and conduct the remainder of meetings/coordination via phone and e-mail.
 - ii. Category 1 ramps
 - a. TERRA will confirm applicable standards that will apply to ramps only requiring a standard
 - iii. Category 2 ramps
 - a. TERRA will do a design sketch that meets St. Louis County requirements for ramps identified as requiring a Design Sketch
 - iv. Category 3 ramps
 - a. TERRA will complete a detailed design of the corner ramps at 1"=5' scale
 - b. Each detail designed ramp will have an associated check sheet detailing grades and elevations of the ramp
 - v. Prepare and Provide Deliverables
 - a. Quantity Calculations/Cost Estimate
 - b. Assemble Plans
 - (a) Cover Sheet, General Notes, Index
 - (b) Summary of Quantities
 - (c) Details
 - (d) Location/Category List

- (e) Strip Maps
 - (f) Category 3 Designs
 - c. Draft/ Assemble Specs
 - (a) Book 2 (Proposal Pages)
 - (b) Book 3 (Special Provisions, Check Sheets, St. Louis County Standards)
 - (c) Addendum for Sketches
 - d. Reproduction/Printing
 - e. Convert Documents to pdf format
- E. Miscellaneous Tasks
 - i. Project Management/Administration (5% Of Total hours)
 - ii. QC/QA (5% Of Total hours)
 - iii. Construction Phase Requests for Information (RFI's) from contractor
- 2. Additional Services (Provided at Extra cost, if required) – No work will be done in these areas without prior consultation with the City of University City.
 - A. Survey
 - i. Boundary Survey
 - a. The property boundary lines will be shown with record and measured dimensions, line calls included in the legal description will be noted on the plat.
 - b. TERRA's team will research and obtain recorded documents for the subject parcel(s) through public access to the County Recorder's Office, and the information will be indicated on the Survey as required. Please note, TERRA does not certify ownership of the subject property, or that all easements, dedications, or vacations have been referenced without a current title commitment/search. Should the client wish TERRA to obtain a current title search, please let us know and we will provide as a reimbursable to our contract.
 - c. Monuments will be set to reference the property boundaries and the type and location called out on the plat.
 - d. The area of the property will be shown.
 - e. Improvements to the property will be shown and fences and buildings will be dimensioned to the property lines
 - f. Encroachments will be shown and dimensioned to the property lines.
 - g. The surveyor will sign and seal each drawing and certify that the information contained in the drawing is true and accurately indicated.
 - h. A legend of symbols and abbreviations used will be on the drawing.

LIMIT OF SERVICES / ASSUMPTIONS

1. A proposal for the following will be provided if requested as these items are currently excluded:
 - A. Surveying:
 - i. Title Search
 - ii. Plats of Easement, Subdivision, Consolidation and/or Vacation
 - iii. Surveyed As-Builts
 - iv. Construction Layout
 - B. Traffic Engineering
 - C. Landscape Architecture
 - D. Multi-phase design or construction plans
 - E. Permitting through Highway Department(s)
 - F. Graphic Information System (GIS) analysis

2. This scope of work is based on documents available as of this date.
3. The survey scope of services and fee herein assumes both Boundary and Topographic Surveys are conducted simultaneously. Should these be requested at different times, fee adjustments will be required.
4. The fees herein do not include permitting fees as may be required.
5. Additional meetings attendance and site visits conducted beyond the scope of services shall be billed on a time/material basis in accordance with hourly fee schedule.

SCHEDULE

Upon agreement on scope of work and receipt of signed fee proposal, TERRA will schedule a kick-off meeting with the City and order the MO One Call Locates.

TERRA will commence with field investigations soon after the Kick-off meeting. Our understanding is the design will need to be finished in time for the City of University City to let the construction for the project before the end of this fiscal year (June 30, 2019) with construction occurring subsequent to this date. Adjustments to schedule or the additional of milestone deliverables may result in additional services.

COMPENSATION

TERRA offers the above services at the fees outlined below:

1. Surveying

a. Field Measurements (Non-topo intersections)	\$1,800.00
b. Topographic Survey (per intersection assumed 6 total)	\$1,372.00
(SUBTOTAL)	\$10,032.00

2. Civil Engineering

a. Preliminary Design	\$4,417.37
b. Design Development	\$13,598.57
c. Bid Documents	\$16,110.41
d. Miscellaneous	\$10,984.32
(SUBTOTAL)	\$45,110.67

Total	\$55,142.67
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3. Optional Services (if necessary)

a. Boundary Survey (Additional per intersection)	\$1,425.00
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ADDITIONAL SERVICES

Pricing is based on the assumptions listed in the scope in regard to anticipated design and effort for each location. Should the percentage of each assumed ramp category type (Category 1,2 and 3) change from the assumed percentage values during the Preliminary design development stage, TERRA will discuss the expected change in effort expected with the City of University City before proceeding to design. It is understood by both parties that additional Category 3 designs will incur additional survey and design costs above the contract amount.

February 14, 2019

Changes to completed documents due to revised input or direction, change of project limits or scope and preparation of additional drawings shall be invoiced as an Additional Service. Work will not be performed without your expressed, written consent. Estimates for additional services will be provided upon your request.

ACCEPTANCE

This proposal, with the signature of the appropriate personnel, constitutes acceptance of fee and terms as stated herein. Please return one copy of the signed proposal to me as authorization to begin work.

If you have any questions or need clarification on any of the above, please do not hesitate to call. We look forward to working with you on this project and appreciate you contracting us for services.

Sincerely yours,

TERRA ENGINEERING, LTD.



M. Chris Hutchinson, P.E., PTOE
Senior Transportation Engineer

Cc: George Ghareeb, P.E. - Vice President – TERRA
Eric Therkildsen, P.E. - Associate Vice President - TERRA

ACCEPTED BY

Date: _____

Printed name: _____

Signed name: _____

Title: _____

BILLING AND PAYMENT

Billing and payment shall be in accordance with the fee proposal as noted in the Compensation schedule of this proposal. Scope of services under a fixed fee basis shall be billed upon fulfillment and/or percentage of the completed task. Scope of services under a time and material basis shall be billed per unit rate as services are performed.

1. Timing/Format
 - A. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt, unless negotiated otherwise with Terra Engineering. Invoices shall be considered past due if not paid within 30 calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
 - B. If payment in full is not received by TERRA Engineering within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date.
 - C. If the Client fails to make payments within 30 calendar days of due date or otherwise is in breach of this Agreement, TERRA Engineering may suspend performance of services upon seven (7) calendar days' notice to the Client. TERRA Engineering shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, TERRA Engineering shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for TERRA Engineering to resume performance.
2. Billing Records
 - A. TERRA Engineering shall maintain accounting records of its costs in accordance with generally accepted practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by TERRA Engineering and Client. TERRA Engineering will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. DELAYS. If events beyond the control of TERRA Engineering, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, TERRA Engineering shall be entitled to an equitable adjustment in compensation and extension of time.
4. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay TERRA Engineering for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. REUSE OF INSTRUMENTS OF SERVICE. All reports, drawings, specifications, computer data, field data notes and other documents prepared by TERRA Engineering as instruments of service shall remain the property of TERRA Engineering. TERRA Engineering shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by TERRA Engineering for the specific purpose intended, shall be at Client's sole risk.
6. ELECTRONIC MEDIA. Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the

acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by TERRA Engineering and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by TERRA Engineering and TERRA Engineering makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TERRA Engineering be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by TERRA Engineering is supplied for the general guidance of the Client only. Since TERRA Engineering has no control over competitive bidding or market conditions, TERRA Engineering cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** TERRA Engineering shall establish and maintain programs and procedures for the safety of its employees. TERRA Engineering specifically disclaims any authority or responsibility for general job site safety and safety of persons other than TERRA Engineering employees.
9. **RELATIONSHIP WITH CONTRACTORS.** TERRA Engineering shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but TERRA Engineering specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than TERRA Engineering and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by TERRA Engineering and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** TERRA Engineering will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and TERRA Engineering business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include TERRA Engineering as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** TERRA Engineering agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by TERRA Engineering's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom TERRA Engineering is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless TERRA Engineering, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor TERRA Engineering shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
15. **LIMITATIONS OF LIABILITY.** No employee or agent of TERRA Engineering shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, TERRA Engineering's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, TERRA Engineering's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation covered by TERRA Engineering's professional liability insurance.
16. **ACCESS.** Client shall provide TERRA Engineering safe access to the project site necessary for the performance of the services.

17. ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.
18. HAZARDOUS MATERIALS. TERRA Engineering and TERRA Engineering's consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise TERRA Engineering (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.
19. REMODELING AND RENOVATION. For TERRA Engineering's services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which TERRA Engineering may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, TERRA Engineering shall not be required to perform, or have others perform, destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless TERRA Engineering, TERRA Engineering's consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.
20. CLIENT'S CONSULTANTS. Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of TERRA Engineering and to advise TERRA Engineering of any potential conflict. TERRA Engineering shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless TERRA Engineering, TERRA Engineering's consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.
21. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.
22. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
23. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.
24. DISPUTE RESOLUTION. If TERRA Engineering employs counsel for advice or other representation: (i) with respect to this Agreement, (ii) to represent TERRA Engineering in any litigation, contest, dispute, suit or proceeding (whether instituted by TERRA Engineering, Client or any other party) in any way or respect relating to this Agreement, or (iii) to enforce Client's obligations there under, then, in any of the foregoing events, all of the reasonable attorneys' fees arising from such services and all expenses, costs and charges in any way or respect arising in connection therewith or relating thereto shall be paid by Client to TERRA Engineering on demand.

SCHEDULE OF HOURLY BILLING RATES

LABOR CLASSIFICATION					
	2019	2020	2021	2022	2023
Principal	\$221.00	\$227.50	\$234.50	\$241.50	\$249.00
Senior Project Manager	\$211.00	\$217.50	\$224.00	\$231.00	\$238.00
Project Manager	\$165.00	\$170.00	\$175.00	\$180.50	\$186.00
Project Manager - Site	\$165.00	\$170.00	\$175.00	\$180.50	\$186.00
Assistant Project Manager	\$125.00	\$129.00	\$133.00	\$137.00	\$141.00
Senior Project Engineer	\$165.00	\$170.00	\$175.00	\$180.50	\$186.00
Project Engineer	\$113.50	\$117.00	\$120.50	\$124.00	\$127.50
Project Designer	\$113.50	\$117.00	\$120.50	\$124.00	\$127.50
Design Engineer	\$103.00	\$106.00	\$109.50	\$113.00	\$116.50
Senior Structural Engineer	\$180.00	\$185.50	\$191.00	\$196.50	\$202.50
Structural Engineer	\$123.50	\$127.00	\$131.00	\$135.00	\$139.00
Senior Landscape Architect	\$175.00	\$180.50	\$186.00	\$191.50	\$197.00
Landscape Architect	\$113.50	\$117.00	\$120.50	\$124.00	\$127.50
Senior Landscape Planner	\$118.50	\$122.00	\$125.50	\$129.50	\$133.50
Landscape Designer	\$98.00	\$101.00	\$104.00	\$107.00	\$110.00
Survey Manager	\$170.00	\$175.00	\$180.50	\$186.00	\$191.50
Surveyor	\$123.50	\$127.50	\$131.50	\$135.50	\$139.50
Senior Technician	\$113.50	\$117.50	\$121.00	\$124.50	\$128.00
Technician	\$87.50	\$90.50	\$93.00	\$96.00	\$99.00
Survey Crew - Two Persons	\$201.00	\$207.00	\$213.00	\$219.50	\$226.00
Survey Crew - One Person	\$159.50	\$164.50	\$169.50	\$174.50	\$179.50
GIS Analyst	\$113.50	\$117.00	\$120.50	\$124.00	\$127.50
Senior Construction Inspector	\$134.00	\$138.00	\$142.50	\$147.00	\$151.50
Construction Inspector	\$108.50	\$112.00	\$115.50	\$119.00	\$122.50
Construction Engineer	\$115.00	\$118.50	\$122.00	\$126.00	\$130.00
Senior Traffic Technician	\$103.00	\$106.00	\$109.00	\$112.50	\$116.00
Traffic Technician	\$98.00	\$101.00	\$104.00	\$107.00	\$110.00
IT - CADD Manager	\$118.50	\$122.00	\$125.50	\$130.00	\$134.00
Sr. CADD Technician	\$113.50	\$117.00	\$120.50	\$124.00	\$127.50
CADD Technician	\$103.00	\$106.00	\$109.00	\$112.50	\$116.00
Intern	\$56.50	\$58.00	\$60.00	\$62.00	\$64.00
Business Administrator	\$123.50	\$127.00	\$131.00	\$135.00	\$139.00
Marketing Coordinator	\$98.00	\$101.00	\$104.00	\$107.00	\$110.00
Administrative Assistant	\$67.00	\$69.00	\$71.00	\$73.00	\$75.00

Services sub-contracted and reimbursable expenses will be billed to the Owner at invoice. Use of special equipment such as television and sewer cleaning devices, soil density testers, flow meters samplers and dippers, etc., will be charged to the project per the standard equipment rate schedule, which is available upon request.



Council Agenda Item Cover

MEETING DATE: February 25, 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: Unfinished 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	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
	Police/Fire Cadet	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	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
	Laborer-Light Equipment Operator	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

		<i>Steps</i>									
<i>Grade</i>	<i>Position Title</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>	<i>G</i>	<i>H</i>	<i>I</i>	<i>J</i>
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 Progam Supervisor										

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

		<i>Steps</i>									
Grade	Position Title	A	B	C	D	E	F	G	H	I	J
P20	PT Clerk Typist	\$11.0237	\$11.5749	\$12.1536	\$12.7613	\$13.3994	\$14.0693	\$14.7728	\$15.5114	\$16.2870	\$17.1014
	PT Court Clerk										
P21	PT Parking Controller	\$12.1261	\$12.7324	\$13.3690	\$14.0374	\$14.7393	\$15.4763	\$16.2501	\$17.0626	\$17.9157	\$18.8115
	PT Police/Fire Cadet										
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	\$20.4315	\$21.4530	\$22.5257	\$23.6520	\$24.8346	\$26.0763	\$27.3801	\$28.7491	\$30.1866	\$31.6959
	PT Senior Coordinator										
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												
			Steps									
Grade	Position Title	Pay Frequency	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									
							Steps					
Grade	Position Title	Pay Frequency	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
			Salary Range									
Grade	Position Title	Pay Frequency	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							

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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



Council Agenda Item Cover

MEETING DATE: February 25, 2019

AGENDA ITEM TITLE: A Resolution opposing any and all legislation authorizing a statewide vote regarding or mandating a change in the government structure of St. Louis city and St. Louis County and the municipalities

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? Yes

BACKGROUND REVIEW:

This resolution is presented to the Mayor and Council in response to the Better Together initiative. The process being used by Better Together is in conflict with your 2019 State Legislative Platform; as it uses a statewide vote to change local government structures. The 2019 State Legislative Platform opposes legislation that reduces City's local authority.

RECOMMENDATION: The City Manager recommends approval.

ATTACHMENT:

1. Resolution
2. Fiscal Note Regarding Constitutional Amendment to Article VI (2020-039) City of University City, Missouri
3. City of University City 2019 Legislative Platform

Resolution 2019 – 3

A RESOLUTION OF THE COUNCIL OF THE CITY OF UNIVERSITY CITY, MISSOURI, URGING THE ST. LOUIS COUNTY COUNCIL AND ST. LOUIS CITY BOARD OF ALDERMEN TO OPPOSE ANY AND ALL LEGISLATION AUTHORIZING A STATEWIDE VOTE REGARDING OR MANDATING A CHANGE IN THE GOVERNMENT STRUCTURE OF ST. LOUIS CITY AND ST. LOUIS COUNTY AND THE MUNICIPALITIES THEREIN.

WHEREAS, certain legislators and other individuals seek to impose significant and potentially damaging changes to the governmental structure of St. Louis City and St. Louis County, including the municipalities in the County; and

WHEREAS, such persons may seek a statewide vote on a constitutional amendment, or some form of legislative mandate, to accomplish their mandate and dilute the votes of or totally bypass the voters of the City and County; and

WHEREAS, the Missouri Constitution outlines a process for the residents of the City and County to vote on their governmental structure through the establishment of a Board of Freeholders by petition or appointment by the County Executive, Mayor of St. Louis and Governor of Missouri, and

WHEREAS, the officials of the member municipalities of the Municipal League of Metro St. Louis believe that all discussions and votes on any plans to change their local government structure should be held only by residents of the City and County; and

WHEREAS, the St. Louis County Council, which governs the largest County in the state of Missouri with nearly one million residents and the Board of Aldermen of the City of St. Louis should have a major voice in all discussions of regional governance; and

WHEREAS, the governing bodies of all municipalities in St. Louis County should also have significant involvement in any such discussions to advance the best interests of their residents;

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of University City, Missouri hereby opposes any statewide vote or legislative mandate on governmental reorganization regarding the City of St. Louis County and the municipalities there; and

BE IT FURTHER RESOLVED that the Council of the City of University City, Missouri urges the St. Louis County Council, and the St. Louis Board of Aldermen, on behalf of their respective residents, to pass a similar resolution opposing a statewide vote or legislative mandate; and

BE IT FURTHER RESOLVED that the Council of the City of University City, Missouri recommends local discussions and local votes on any reorganization or consolidation plan that may be developed through such discussions.

SECTION 1. This Resolution shall be in full force and effect from and after the date of its adoption and approval and shall remain in effect until amended or repealed by the City of University City, Missouri.

ADOPTED THIS 25TH day of February, 2019.

Terry Crow, Mayor

Attest:

LaRette Reese, City Clerk



City of University City

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8544, Fax: (314) 863-0921

February 8, 2019

Honorable Nicole Galloway
State Auditor
State Capital Building
Jefferson City, Missouri 65101

RE: Fiscal Note Regarding Constitutional Amendment to Article VI (2020-039)
City of University City, Missouri

Dear Ms. Galloway:

It's my understanding; the State Auditor's Office is required to submit a Fiscal note and Fiscal Note Summary under Section 116.332, RSMO on all initiative petitions. Please accept the following suggestions for inclusion in the fiscal note as to how this proposal will impact local government in the St. Louis Region. The below example is for the City of University City.

Summary

The proposal as presented strips all municipalities in St. Louis County of sales tax revenues, and any revenues associated with courts, police, business licensing and regulations, and roads. While the proposal also removes from "Municipal Districts" responsibility and costs for courts, police, business regulations including zoning and permits, the end result will be a substantial deficit for the remaining municipal district that will require either dissolution or substantial increases in real estate or utility taxes.

In the case of University City, the net result of changes proposed in the Constitutional Amendment is a deficit for the surviving University City Municipal District of nearly \$4.8 million per year. The University City Municipal District would have no funds for capital improvements, such as maintaining our City Hall, Community Center, and capital equipment or projects. University City also operates a Municipal Fire Department, and there would be no funds available for replacing our fire trucks and other costly fire department equipment.

While some reduction in service levels and expense would likely be appropriate, the end result would be requirement to substantially increase local taxes on the property owners in the surviving University City Municipal District. There are three options: (1) increase the real estate and property tax; (2) increase the gross receipts tax on utilities, which are passed thru to the underlying customers; or (3) an increase in fees charged by the City for trash services, parks and recreation fees, and fire inspections.

Adjusted 2019 University City Budget showing the impact of the Better Together proposal:

	General Fund	Capital Improvement	Park & Stormwater	Public Safety	Sewer Lateral	Economic Development Sales tax	Loop Business District
2019 Budget							
Revenues	22,802,800	2,402,000	1,301,000	1,700,000	576,000	703,400	75,000
Expenses	(23,744,300)	(3,197,800)	(1,413,400)	(1,799,300)	(576,000)	(494,400)	(142,300)
Transfers In(Out)	1,058,000	(400,000)	-	(300,000)	-	(133,000)	75,000
Surplus (Deficit)	116,500	(1,195,800)	(112,400)	(399,300)	-	76,000	7,700
Post Better Together							
Revenues	11,753,300	2,000	1,000	-	500	1,000	75,000
Expenses	(10,773,600)	(1,549,800)	(1,413,400)	(1,666,300)	-	(494,400)	(142,300)
Transfers In(Out)	225,000	-	-	-	-	-	75,000
Surplus (Deficit)	1,204,700	(1,547,800)	(1,412,400)	(1,666,300)	500	(493,400)	7,700

	Parkview Garden Special District	Grant	Internal Service Fund	Solid Waste	Public Parking Garage	Golf Course
2019 Budget						
Revenues	95,300	1,077,700	1,559,900	3,122,500	161,200	725,000
Expenses	(94,800)	(1,077,700)	(1,534,000)	(3,263,600)	(158,500)	(715,800)
Transfers In(Out)	-	-	-	(75,000)	-	(150,000)
Surplus (Deficit)	500	-	25,900	(216,100)	2,700	(140,800)
Post Better Together						
Revenues	95,300	-	1,557,900	3,122,500	161,200	725,000
Expenses	(94,800)	(525,000)	(1,534,000)	(3,263,600)	(158,500)	(715,800)
Transfers In(Out)	-	-	-	(75,000)	-	(150,000)
Surplus (Deficit)	500	(525,000)	23,900	(216,100)	2,700	(140,800)

Footnotes:

1. The "General Fund" comprises the bulk of University City's operations, traditionally including police, fire, planning and development, public works, parks and recreation, facilities maintenance, municipal court, and administration services.
2. The above chart is an assumption restatement of what the University City 2019 Annual Budget would look like assuming the Better Together proposal was in effect on July 1, 2019.
3. The only revenue in the Capital Improvement, Park & Stormwater, and Economic Development Sales Tax Fund would be interest income on the current balance of that fund. The Better Together proposal would require deficit spending in the Capital Improvement Fund, Park & Stormwater Fund, and Economic Development Fund until their fund balance is exhausted, thereby eliminating any interest income and effectively terminating the fund.

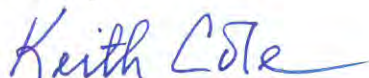
The University City Municipal District could help offset the operational deficit created by the Better Together petition IF the City were to take all of its authorized taxes for real estate, personal property and gross receipts to their statutory maximums:

Revenue Source Available	Statutory Maximum	Added Revenue Potential
Real Estate Tax	\$ 1.00	1,431,954
Personal Property Tax	\$ 1.00	137,440
Gross Receipts Tax on Utilities	10.00%	718,811

Major assumptions used in this analysis were used from the City's 2019 budget as a baseline.

If you have further questions, please feel free to contact me at 314-505-8542 or by email at kcole@ucitymo.org.

Sincerely,



Keith Cole
Acting Director of Finance
City of University City, Missouri

City of University City 2019 Legislative Platform

This 2019 Legislative Platform reflects Council's legislative positions and priorities on current or anticipated legislative action at both State and Federal levels. Guided by this legislative platform, staff will take action to influence legislative efforts based on the best interests of the City of University City. Staff will update Council throughout the legislative session while seeking specific feedback on issues of major importance to the City.

2019 State Legislative Platform

I. REVENUE AND FINANCE

- A. The City will oppose legislation that results in the reduction of revenues collected by the City and support legislation that enhances revenue collections.
 - Oppose legislation that reduces shared revenues, State Gas Tax, licensing or franchise fees, or any other source of current revenue for the City.
- B. The City will protect its ability to collect and use property taxes in order to properly manage the operations of the City and to manage growth.

II. GOVERNANCE

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

III. QUALITY SERVICES

- A. The City will support legislation that enhances or incentivizes economic development within the City and oppose legislation that weakens economic development tools.

- Support legislation that provides alternative financing tools in order to bring economic investments to the City.
 - Support legislation that leverages tax laws in order to bring economic investments to the City.
- B. The City will support legislation that enhances public safety and protection from criminal activity, and oppose any legislation that needlessly reduces public safety or compromises the City's ability to provide public safety and to protect property utilizing its own local authority.
- C. The City will support efforts to increase the ability to provide additional quality parks, recreation and library services and oppose efforts to limit the ability to fund community services.
- Support legislation that allows additional options to participate in cost sharing and to finance municipal recreational infrastructure.
 - Support all aspects of Community Development Block Grants (CDBG).
- D. The City will support legislation that advances responsive and high quality health and human service practices and delivery to people living in and around University City, and oppose legislation that negatively impacts these services.
- Support legislation that brings additional services and cost effective resources to our senior and veteran population.
 - Support legislation that increases health care access to the City's residents.

IV. INFRASTRUCTURE

- A. The City will support legislation that advances the planning, design, maintenance, and completion of transportation infrastructure and oppose legislation that will hinder completion of transportation infrastructure.
- Support legislation that creates additional funding options or revenue sources for transportation infrastructure including private-public partnerships and new revenue streams.
 - Support legislation that reduces or repeals unnecessary or redundant regulatory requirements.
- B. The City will support legislation that enhances the City's ability to provide or oversee safe and affordable utility services while protecting the health, safety, and

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

V. 2019 FEDERAL LEGISLATIVE PLATFORM

- A. The City will seek federal funding for transportation infrastructure projects.
- B. The City will advocate for continued federal support of the transportation infrastructure grant programs.
- C. The City will advocate with the Federal Environmental Protection Agency on issues negatively impacting the City of University City.
- D. The City will advocate for Federal Funding of COPS Grants.

VI. STAFF REQUESTED LEGISLATIVE ACTIVITY

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



Council Agenda Item Cover

MEETING DATE: February 25, 2019

AGENDA ITEM TITLE: An Ordinance Amending Code Section 125.260 on Assessment of Special Court Costs, Surcharges and Judgments

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? No

BACKGROUND REVIEW:

This bill amends Municipal Code Section 125.260 on assessment of special court costs, surcharges and judgments.

The bill establishes a surcharge of \$7.00 per Municipal Court case, to be paid to the Missouri Director of Revenue to the credit of the Statewide Court Automation Fund, which may be used for Show-Me-Courts, the new record and case management system being developed by the Office of State Courts Administrator in conjunction with the Missouri Court Automation Committee and Change Control Subcommittee.

The City's Municipal Court has utilized the REJIS (Regional Justice Information Service) system for decades, and Court personnel strongly desire not to utilize the Show-Me-Court system, expressing concerns about reliability, additional time necessary to enter data, and the need to use three systems (REJIS, JIS, Show-Me-Courts) for an unknown period of time because Show-Me-Courts does not currently provide certain essential functions. (JIS is the current Judicial Information System of the Office of State Courts Administrator.)

However, the Presiding Judge of St. Louis County Circuit Court has issued an Administrative Order that municipalities in St. Louis County utilize Show-Me-Courts by specified dates. For University City, the date is March 1, 2019. To utilize Show-Me-Courts, municipalities must assess and collect a \$7.00 surcharge per case and pay it to the Missouri Director of Revenue.

Many Missouri municipalities desire to keep their current system and not assess the surcharge. Attorneys representing several St. Louis County municipalities have questioned the Presiding Judge's authority to mandate utilization of Show-Me-Courts, raising a number of legal grounds in a letter to her, and recently meeting with her predecessor, now a Municipal Division Courts Monitor appointed by the Missouri Supreme Court, but the Administrative Order remains in effect.

Legislation was introduced in the Missouri Senate on February 14, 2019 that expressly allows municipal courts to select and operate a case management system. (See SB 392.) In the event it passes and takes effect or there is a successful challenge to the Administrative Order, the City may want to revisit Show-Me-Courts and the surcharge.

The bill also updates Section 125.260 by repealing the Spinal Cord Injury Fund judgment requirement against defendants convicted of intoxication-related driving offenses; by increasing the surcharge for shelters for victims of domestic violence from \$2.00 to \$4.00 per case; and by adding a \$2.00 surcharge per case for the Inmate Prisoner Detainee Security Fund.

The surcharge for shelters for victims of domestic violence is optional and the maximum is \$4.00. The surcharge is disbursed to St. Louis County for the purpose of providing operating expenses for shelters for battered persons.

The surcharge for the Inmate Prisoner Detainee Security Fund is optional but the amount is fixed at \$2.00.

The Police Department requested this surcharge, which will be utilized to acquire and develop biometric verification systems and information sharing to ensure that inmates, prisoners, or detainees in a holding cell facility or other detention facility or area which hold persons detained only for a short period of time after arrest or after being formally charged can be properly identified upon booking and tracked within the local law enforcement administration system, criminal justice administration system, or the local jail system.

The bill contains an emergency clause so the Municipal Court can be in compliance with the Presiding Judge's Administrative Order that the City's Municipal Court utilize Show-Me-Courts no later than March 1, 2019. Municipal Court personnel requested the bill and emergency clause for this reason.

The City Charter authorizes the enactment of an emergency ordinance upon the day of introduction, but the unanimous vote of all members of the City Council present is required to pass the ordinance.

RECOMMENDATION: The City Manager recommends approval.

ATTACHMENT:

1. Ordinance
2. Show-Me-Courts Municipal Implementation Manual.

INTRODUCED BY:

DATE: February 25, 2019

BILL NO. 9382

ORDINANCE NO:

AN ORDINANCE AMENDING SECTION 125.260 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO ASSESSMENT OF SPECIAL COURT COSTS, SURCHARGES AND JUDGMENTS BY REPEALING SAID SECTION AND ENACTING A NEW SECTION 125.260 IN LIEU THEREOF; CONTAINING AN EMERGENCY CLAUSE.

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

Section 1. Section 125.260 of the University City Municipal Code, relating to the assessment of special court costs, surcharges and judgments, is hereby amended by repealing Section 125.260 and enacting in lieu thereof a new Section 125.260, which shall read as follows:

Section 125.260. Assessment of Special Court Costs and Surcharges.

A. Crime Victims' Compensation Fund:

1. A surcharge of seven dollars fifty cents (\$7.50) shall be assessed as Court costs against a defendant in each Court proceeding for violation of a municipal ordinance except that no such fee shall be collected when the proceeding or the defendant has been dismissed by the Court or when costs are to be paid by the City. The Clerk of the Municipal Court shall collect such Court costs.

2. At least monthly, ninety-five percent (95%) of the Court costs collected by the Municipal Court Clerk pursuant to this subsection shall be paid to the Missouri Director of Revenue for the Crime Victims' Compensation Fund and the Services To Victims' Fund, and the remaining five percent (5%) shall be paid into the City Treasury.

B. Peace Officer Standards and Training Commission Fund:

1. A surcharge of three dollars (\$3.00) shall be assessed as Court costs in each case involving violation of a municipal ordinance, provided that that no such fee shall be collected when the proceeding or the defendant has been dismissed by the Court or when costs are to be paid by the City. The Clerk of the Municipal Court shall collect such Court costs.

2. Two dollars (\$2.00) of each such Court costs shall be transmitted monthly to the Treasurer of the City and used to pay for the peace officer training required as provided by Sections 590.100 to 590.180, RSMo. The City shall not retain more than one thousand five hundred dollars (\$1,500.00) of such funds for each certified law enforcement officer or candidate for certification employed by the City. Any excess

funds shall be transmitted quarterly to the City's General Fund.

3. One dollar (\$1.00) of each such Court costs shall be sent to the State Treasury to the credit of the Peace Officers Standards and Training Commission Fund created by Section 590.178, RSMo.

C. Shelters for Victims of Domestic Violence:

1. A surcharge of four dollars (\$4.00) shall be assessed in each case involving violation of a municipal ordinance. No surcharge shall be collected in any proceeding when the proceeding or the defendant has been dismissed by the Court or when costs are to be paid by the City. The Clerk of the Municipal Court shall collect such surcharge.

2. The surcharges collected by the Municipal Court Clerk pursuant to this subsection shall be disbursed to St. Louis County at least monthly to use only for the purpose of providing operating expenses for shelters for battered persons as defined in Sections 455.200 to 455.230, RSMo.

D. Inmate Prisoner Detainee Security Fund:

1. A surcharge of two dollars (\$2.00) shall be assessed as Court costs in each Court proceeding involving violation of a municipal ordinance, except that no such fee shall be collected in any proceeding when the proceeding or the defendant has been dismissed by the Court or when costs are to be paid by the City. The Clerk of the Municipal Court shall collect such Court costs.

2. The surcharges collected by the Clerk of the Municipal Court pursuant to this subsection shall be paid to the City Treasurer not less frequently than monthly. The City Treasurer shall deposit the funds generated by the surcharge into the "Inmate Prisoner Detainee Security Fund." Funds deposited shall be utilized to acquire and develop biometric verification systems and information sharing to ensure that inmates, prisoners, or detainees in a holding cell facility or other detention facility or area which hold persons detained only for a short period of time after arrest or after being formally charged can be properly identified upon booking and tracked within the local law enforcement administration system, criminal justice administration system, or the local jail system. Upon the installation of the information sharing or biometric verification system, funds in the inmate prisoner detainee security fund may also be used for the maintenance, repair, and replacement of the information sharing or biometric verification system, and also to pay for any expenses related to detention, custody, and housing and other expenses for inmates, prisoners, and detainees.

E. Statewide Court Automation Fund:

1. A surcharge of seven dollars (\$7.00) shall be assessed as Court costs in each case involving a violation of a municipal ordinance, except that no such fee shall be collected in any proceeding when the proceeding or the defendant has been dismissed by the Court or when costs are waived or are to be paid by the City. The Clerk of the Municipal Court shall collect such Court costs.

2. The surcharges collected by the Clerk of the Municipal Court pursuant to this subsection shall be paid to the Missouri Director of Revenue to the credit of the Statewide Court Automation Fund established by Section 476.055, RSMo.

Section 2. This ordinance shall not be construed so as to relieve any person, firm or corporation from any penalty heretofore incurred by violation of Section 125.260, nor bar the prosecution for any such violation.

Section 3. An emergency is hereby declared to exist in that the Presiding Judge of St. Louis County Circuit Court has issued an Administrative Order that the City of University City utilize the Show-Me-Courts case management system no later than March 1, 2019; and to utilize said system the City must assess, collect and pay the Statewide Court Automation Fund surcharge established by this ordinance.

Section 4. This ordinance shall take effect and be in force from and after 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



Show-Me Courts Municipal Implementation Manual

Municipal Division Court Clerk | 2018

Office of State Courts Administrator | P.O. Box 104480 | Jefferson City, MO 65110 | Email: OSCA.Help.Desk@courts.mo.gov
Website: www.courts.mo.gov | Phone: (888) 541-4894

Version 1.0 – 2/22/18

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Welcome Letter



Missouri Court Automation Committee

Box 104480
Jefferson City, MO 65110

Dear Municipal Division of Missouri Court Clerk,

It's our pleasure and privilege to welcome you to Show-Me Courts – Missouri's statewide case management automation system. This implementation manual will serve as your guide to implement Show-Me Courts Municipal Ordinance Case Processing at your municipal division.

Show-Me Courts is the name of the new, evolving record and case management system being developed by the Office of State Courts Administrator (OSCA), per the direction of the Missouri Court Automation Committee (MCA) and Change Control Subcommittee (CCSC) to replace aging technology.

In partnership with court staff and OSCA, municipal divisions of Missouri implementing Show-Me Courts are expected to share feedback about system features with the OSCA development team.

The combined vision of MCA and CCSC is to incrementally develop solutions and release components of Show-Me Courts to the municipal divisions of Missouri, adhering to the decision-making principle of "progress not perfection; progress not disruption."

For additional information, contact Pat Brooks, OSCA Information Technology Services Division Director, by calling (573) 526-8885 or emailing Pat.Brooks@courts.mo.gov. Thank you for your participation.

Sincerely,

Honorable Gary Lynch
Missouri Court Automation Committee Chairperson
Judge, Missouri Court of Appeals, Southern District

Honorable Andrea Vandeloecht
Change Control Subcommittee Chairperson
Associate Circuit Judge, Chariton County

Committee Members

Gary W. Lynch, Chairperson
Christy Blakemore
C. Sherece Eivins
Jack A. L. Goodman
Jason Lamb
Calea Stovall-Reid

Rick Zerr, Vice Chairperson
Robert Cornejo
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Andrea Vandeloecht

Michael Barrett
Deborah Daniels
Kenneth R. Garrett, III
Diane C. Howard
W. Stephen Nixon
Paul C. Wilson

James D. Beck
Bob Dixon
Joan Gilmer
Richard Kliethermes
Scott Sifton

Implementation at a Glance

You're about to embark on the exciting journey of implementing Show-Me Courts at your municipal division!

On the following pages, you'll find a **Show-Me Courts Implementation Worksheet** that can be customized, with space to include your municipal division name, go live date, and completion date for each implementation task, as well as a **Getting Started Checklist**.

The "go live" date refers to the date on which Show-Me Courts will be implemented at each municipal division. This date is determined by each municipal division.

SHOW-ME COURTS IMPLEMENTATION WORKSHEET

MUNICIPAL DIVISION NAME: _____

GO LIVE DATE: _____

Completion Timeframe	Implementation Component	Completion Date (To be filled in by the municipal division)
60 Days Before Go Live Date	Read the implementation manual.	
60 Days Before Go Live Date	<p>The municipal prosecuting attorney (PA) should request an originating agency identifier (ORI) from Missouri State Highway Patrol (573-751-3313), if one has not already been assigned (required for PA Portal use).</p> <p>(Note: The PA ORI is only required if the municipal division wishes to receive electronic data and documents from the municipal prosecutor. The municipal prosecutor can use the PA Portal or system equivalent to send electronic data and documents for the clerk to accept the filing.)</p>	
55 Days Before Go Live Date	Ensure the circuit court presiding judge updated/issued an administrative order to implement eFiling for ordinance case types for the municipal division (optional).	
50 Days Before Go Live Date	Determine computer equipment, software, and Internet connectivity needs.	
50 Days Before Go Live Date	Ensure the circuit court presiding judge assigned a security point of contact and that the individual returned the security spreadsheet to: OSCA.Systems.Security@courts.mo.gov.	

	The security spreadsheet will identify all staff that are to be the initial users to Show-Me Courts. New users can be added at any time.	
50 Days Before Go Live Date	Begin scanning pending cases that fall on future municipal division dates (optional).	
40 Days Before Go Live Date	Complete local ordinance code and fine schedule mapping and return to Bill.Chapman@courts.mo.gov . (Note: Ordinance code mapping is not necessary if your prosecuting attorney is filing cases using the State Ordinance Code. For more information, refer to the charge code spreadsheet or contact the project manager. See page 13.)	
40 Days Before Go Live Date	If the municipal division has a violations bureau fine schedule, complete the fine schedule mapping, and return it to Bill.Chapman@courts.mo.gov . (For more information, refer to the charge code and fine schedule mapping spreadsheet or contact the project manager. See page 13.)	
40 Days Before Go Live Date	Ensure the circuit court presiding judge read and signed the statement of expectations and agreement.	
35 Days Before Go Live Date	Collect electronic signatures, and obtain a stamp for eFiled documents if eFiling has been implemented in the municipal division.	
35 Days Before Go Live Date	Validate that the recommended computer equipment, software, and Internet connectivity is installed.	
35 Days Before Go Live Date	Complete the Show-Me Courts security group new user spreadsheet and return to OSCA.Systems.Security@courts.mo.gov .	
35 Days Before Go Live Date	Open a municipal division bank account and provide bank account information to Bill.Chapman@courts.mo.gov . Bank accounts should be titled "XXX (city name) Municipal Division" or "XXX (city name) Municipal Division." When there is a change in personnel, new signature cards are required.	

21 Days Before Go Live Date	Complete the suggested training courses. (See page 8.)	
Go Live Date	Go live at your municipal division.	
30 Days After Go Live Date	Complete the post-implementation evaluation questionnaire, which will be provided via email approximately 30 days after implementation.	
30 – 40 Days After Go Live Date	Validate cases, and turn on Case.net for the municipal division.	

Getting Started Checklist

STEP #1: REVIEW THE IMPLEMENTATION MANUAL

- Read this manual in its entirety.

STEP #2: ENSURE THE CIRCUIT COURT PRESIDING JUDGE DESIGNATED A SECURITY POINT OF CONTACT (POC)

- Each municipal division needs to have a security POC appointed by the circuit court presiding judge. A security POC can be responsible for multiple municipal divisions, if desired. The security POC is accountable for informing OSCA Information Technology Security about new users, terminations, and requesting security level accesses to Show-Me Courts. To designate a security POC, email OSCA.Systems.Security@courts.mo.gov, and provide the following information about the appointed security POC:

- First name, middle initial (if known), and last name
- Job title
- Phone number
- Municipal division(s) for which the individual will be the authorized security POC

Note: In the event that a security POC needs to be reassigned to a different individual, OSCA Information Technology Security should be notified via email to OSCA.Systems.Security@courts.mo.gov. Security guidelines are posted online:

<https://www.courts.mo.gov/file.jsp?id=70755>.

STEP #3: VERIFY PA ORI (COMPLETE ONLY IF USING THE PA PORTAL)

STEP #4: COMPLETE LOCAL ORDINANCE CODE AND FINE SCHEDULE MAPPING AND RETURN TO THE OSCA PROJECT OFFICE

STEP #5: TAKE THE SUGGESTED TRAINING SESSIONS

STEP #6: COMPLETE THE QUESTIONNAIRE

- Feedback is greatly valued and appreciated. Questionnaires will be distributed to you via email.

Administrative Order Template

Once you're prepared to begin using the Missouri eFiling System at your municipal division, an administrative order can be issued by your circuit court presiding judge. Below is a sample administrative order template that could be customized for your municipal division.

ADMINISTRATIVE ORDER

Pursuant to Court Operating Rule 27.01, the Missouri Court Automation Committee has determined that effective xxxx, the following documents, except those filed by self-represented parties, shall be filed electronically in the _____ Municipal Division.

DIVISION	CASE TYPE	NEW FILINGS/PENDING CASES
Municipality of: <i>(Enter Municipality Name)</i>	Traffic and Ordinance	New filings/subsequent pleadings in all cases

Any attorney filing a response to a case that has been electronically filed shall use the Missouri eFiling System to file their response and any subsequent filings.

Such filings shall be made as provided in Rule 103 and Court Operating Rule 27, copies of which can be accessed at <http://www.courts.mo.gov/efilingrules>.

Fax filings of pleadings in the _____ Judicial Circuit shall only be accepted from pro se litigants.

The clerk's office shall notify all members of the county bar of this order as well as any other persons the clerk's office deems appropriate and shall assist those making such filings. The clerk's office also shall report any problems to the OSCA Help Desk.

Day – to – Day

Date: _____

(Enter Judge's Name and Title)
(Enter Judge's Judicial Circuit)

Training and Support

Show-Me Courts was designed to be intuitive and user-friendly. The main resources to help users get acquainted with the system are In-Application Help Pages and e-Learning Courses.

In-Application Help Pages

- Once in Show-Me Courts, assistance can be obtained by clicking on the question mark icon (?) anywhere in the application.
- Additional In-Application Help content is added on a continual basis. Check back frequently.

E-Learning Courses

- All Show-Me Courts trainings can be taken at your leisure online by visiting the following webpage: <https://www.courts.mo.gov/page.jsp?id=111913>, where recommended courses are listed by role in the municipal division. Note: Users are not limited to the recommendation list.
- Additional e-Learning Courses may be provided as they become available.

Support

- When issues arise, the OSCA Help Desk can be contacted via phone or email to assist municipal division users: (888) 541-4894, OSCA.Help.Desk@courts.mo.gov.

Supplemental Resources

In addition to the content in this manual, a variety of supplemental resources are available to assist in the implementation of Show-Me Courts at your municipal division.

City Council/City Administrator/Mayor

- Show-Me Courts impacts other entities, including, but not limited to: the city council, city administrator and mayor. Below are topics that could be discussed with these entities in an effort to explore additional considerations in relation to the implementation of Show-Me Courts.
 - Hardware
 - Budget

Municipal Division Clerk Manuals (Note: Log-in required)

- Two municipal division clerk manuals are available to provide assistance.
 - Municipal divisions with JIS should visit:
<http://oscln0001/courts/clerkhandbooksp2.nsf/MuniClerkManCrtswithJIS?OpenView>
 - Municipal divisions without JIS should visit:
<http://oscln0001/courts/clerkhandbooksp2.nsf/MuniClerkManCrtswithoutJIS?OpenView>

Missouri's Supreme Court Operating Rules (Note: Log-in required)

- The following Court Operating Rules contain information pertinent to court automation. The official documents are the orders entered periodically by the Supreme Court to enact or modify rules. These official orders are made public as they are entered, and the orders affecting rules are posted on the Judiciary's website at: <https://www.courts.mo.gov/page.jsp?id=1043>.
 - Court Operating Rule 1 – State Court Automation
 - Court Operating Rule 2 – Public Access to Records of the Judicial Department
 - Court Operating Rule 4 – Uniform Record Keeping System

Transitioning from JIS to Show-Me Courts

- The following page contains a compilation of tips shared by fellow municipal division users to help individuals who've been using the JIS make the shift to Show-Me Courts.

Overview: *What are the main differences between JIS and Show-Me Courts?*

- Show-Me Courts is an evolving record and case management system**, designed to support the business of the municipal divisions of Missouri and replace aging technology. Unlike JIS, the philosophy behind Show-Me Courts is to create features of the system on an ongoing basis, and incrementally roll out features for statewide use after being vetted by municipal division users. The incremental deployment is meant to help municipal division users understand how to use the system one piece at a time rather than expecting municipal division users to learn an entire new system at once.

"In Show-Me Courts, the continuation process flow is user-friendly. For example, the system almost eliminates user error, because users cannot move past certain processes when incorrect information is entered."
 -- Joanna Fiehler, Ellisville Municipal Division
- Municipal division users no longer need to remember form/screen names in Show-Me Courts**, because municipal division users can choose from a menu, making processes more intuitive. In JIS, municipal division users had to know multiple form/screen names to complete functions/tasks. For example, if a municipal division court clerk was adding a party to a case, he or she would need to type "CDAPARTY" in order to access the form/screen in which to make the entry.
- There is less room for error in Show-Me Courts**, because information cannot be saved unless all of the required data is entered. In JIS, errors weren't caught upfront like they are in Show-Me Courts. Thus, reducing the need for problem logs in Show-Me Courts compared to JIS.
- Work can be completed faster in Show-Me Courts**, leaving more time for other tasks. For example, if a municipal division user is entering a charge code, data will auto-populate, allowing municipal division users to see if the charge code matches the officer-provided ticket description.

Challenges: *What are some of the challenges in understanding how to use Show-Me Courts?*

- The "look" is different**, but it's easier to navigate and understand what to do. Municipal division users can set personal preferences, including altering the color scheme.

"In JIS, I felt like I had to know a foreign language when entering form names. In Show-Me Courts, what I need to do is named after the process. For example, to do financials, I can go to accounting, and not need to remember numerous form names."
 -- Keely Rippetto, Boone County
- It may take time to comprehend how to use Show-Me Courts, but help is available within the application.** Anywhere a question mark icon is located, municipal division users can click and be

taken directly to the help pages, which are packed with useful step-by-step instructions and short videos that provide quick tutorials about how to perform tasks/functions.

- **Show-Me Courts is not an enhanced version of JIS, it's a new, streamlined approach.** For individuals who've used JIS for a long time, it can be an adjustment switching gears and getting used to not having to open as many screens to do a process.
- **Processes are simplified,** making it faster to complete tasks. For example, initiating a case can be done in one location in Show-Me Courts, rather than by going to numerous screens in JIS. It can be challenging to understand that steps aren't being forgotten or missed. Instead, processes are just more efficient and less time-consuming.
- **More than one payment type can be used in one receipting transaction in Show-Me Courts,** unlike in JIS. Switching gears from JIS accounting to Show-Me Courts accounting will take practice, but it's worth it due to the ease of accounting processes.
- **Manual docket code entry isn't necessary,** because docket codes are often automatically entered in Show-Me Courts. For instance, when adding an attorney on a case, the "FENAP" code is automatically entered. Additionally, when a bond is posted, the system creates that entry for the clerk.

"Show-Me Courts is being designed by the users, people who've looked at processes and weighed in on how processes should be developed. This is nothing like we've experienced before. We have programmers listening to us, asking us what we want and need, and giving us the opportunity to make our voices heard."

-- Christy Blakemore, Boone County

Tips: Are there any helpful tips to help new users go from JIS to Show-Me Courts?

- **Take advantage of the training tools.** There are numerous resources available within Show-Me Courts as well as online. The e-Learning courses teach users how to use the system and allows in-session practice in a controlled environment at the users' pace. Additionally, the in-application help can be retrieved by clicking the question mark icon anywhere it's located in Show-Me Courts.
- **Become familiar with setting up default preferences.** There are numerous business flows in Show-Me Courts, and users have the ability to customize how the information is displayed,

"I've worked for the Missouri Judiciary for more than 25 years, and I can say with confidence and enthusiasm that Show-Me Courts has been a hit at our court! Despite the fact that most of us have used JIS for a long time, the transition has been seamless. Show-Me Courts is extremely time-efficient and user friendly. Show-Me Courts has reduced the clerk workload."

-- Jill Cooksey, Phelps County

saving users' time and energy. For example, on Enter a Case, users can set preferences for fields (e.g., event date, event time, event location, room, etc.) when entering tickets for specific municipal division dates, eliminating the need to manually enter the same information on each case. Instead, the information will default in, per the designated preferences.

- **Be patient, and resist the urge to revert back to using JIS.** Learning something new takes time, especially when people have been doing processes a certain way for a long period. Using Show-Me Courts on a daily basis can help users become more comfortable with the new system.
- **Don't expect to be able to do all processes in Show-Me Courts right now.** Show-Me Courts is being developed, and features are being deployed, incrementally. In other words, as features become available, they are being released to municipal divisions. The idea that some work can be done in Show-Me Courts, while other work needs to be done in JIS while Show-Me Courts is under development, can be tough to comprehend. However, the pros of using Show-Me Courts for some processes far outweigh the cons.
- **Be ready to adapt to a new philosophy.** The goal of Show-Me Courts is to develop and deliver features quickly and efficiently, so users can get the benefits immediately and not have to wait years to use the system.
- **Understand that the backend of Show-Me Courts and JIS is the same.** If something was entered in JIS, it can be processed in Show-Me Courts and vice versa.
- **Show-Me Courts is designed using process tabs, so the user can quickly navigate between processes.** Additionally, the search feature opens in a new window, allowing the municipal division user to move to a second monitor, or navigate to the window to quickly revise search criteria.

"My biggest hurdle was getting over second-guessing myself, because my tasks were taking so much less time to complete in Show-Me Courts than in JIS. I'd often think to myself, 'Am I really done with this task that used to take me twice as long in JIS?' I used to have to go to 20 forms in JIS, so it feels strange, at first, when everything starts running so much faster and smoother."

--Christy Blakemore, Boone County

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