



MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
Monday, April 8, 2019
6:30 p.m.

- A. MEETING CALLED TO ORDER**
- B. ROLL CALL**
- C. APPROVAL OF AGENDA**
- D. PROCLAMATIONS**
- E. APPROVAL OF MINUTES**
 - 1. March 25, 2019 Regular Session minutes
 - 2. March 25, 2019 Study Session minutes – Better Together
- F. APPOINTMENTS to BOARDS & COMMISSIONS**
- G. SWEARING IN to BOARDS & COMMISSIONS**
- H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**
- I. PUBLIC HEARINGS**
- J. CONSENT AGENDA – Vote Required**
 - 1. CIP – Westgate Ave. Road Improvements – Engineering Services Contract
 - 2. Project 1181 - Forsyth Boulevard Improvements
 - 3. Ackert Walkway Great Rivers Agreement
 - 4. Materials Recovery Facility (MRF) Study Grant Agreement
- K. CITY MANAGER’S REPORT**
- L. UNFINISHED BUSINESS**
 - 1. **BILL 9383** - AN ORDINANCE AMENDING CHAPTER 400 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, RELATING TO ZONING, BY AMENDING SECTIONS 400.2010, 400.2070, 400.2130 AND 400.2140 THEREOF, AND BY ADDING 400.2145 THEREIN, RELATING TO OFF-STREET PARKING AND LOADING REGULATIONS; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY.
 - 2. **Bill 9384** - AN ORDINANCE AMENDING SCHEDULE III OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN. (Williams Avenue)
- M. NEW BUSINESS**
 - RESOLUTIONS*
 - BILLS*

N. COUNCIL REPORTS/BUSINESS

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

O. CITIZEN PARTICIPATION (continued if needed)

P. COUNCIL COMMENTS

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

R. ADJOURNMENT

MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
Monday, March 25, 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, March 25, 2019, Mayor Pro Tem Paulette Carr called the meeting to order at 6:30 p.m.

Mayor Pro Tem Carr announced that both Mayor Crow and Councilmember Hales have been excused from tonight's meeting.

B. ROLL CALL

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

Councilmember Stacy Clay
Councilmember Steven McMahon
Councilmember Jeffrey Hales; (*Excused*)
Councilmember Tim Cusick
Councilmember Bwayne Smotherson

Also in attendance were City Manager, Gregory Rose, City Attorney, John F. Mulligan, Jr., and Mike Williams of Hochschild, Bloom & Company.

C. APPROVAL OF AGENDA

Mr. Rose requested that the Parking Study; Item J-3 be removed from the Consent Agenda and placed under the City's Manager's Report as K-2.

Councilmember Cusick moved to approve the agenda as amended, it was seconded by Mr. Smotherson and the motion carried unanimously.

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. March 11, 2019, Regular Session minutes were moved by Councilmember Clay, it was seconded by Councilmember Smotherson and the motion carried unanimously.
2. March 11, 2019, Joint Study Session minutes – Loop Special Business District, were moved by Councilmember Clay, it was seconded by Councilmember Cusick and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS & COMMISSIONS

G. SWEARING IN TO BOARDS & COMMISSIONS

1. Susan Schmalz was sworn into the Park Commission on March 18th in the Clerk's office.
2. Kathy Straatmann was sworn into the Senior Commission at tonight's meeting.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Gabe Angieri, 8633 Mayflower Court, University City, MO

Mr. Angieri stated two years ago he was approached by NOVUS about a potential buy-out, and at that time there were seventeen well-maintained and occupied homes on his street.

A year ago, after discussions with former Councilman Rod Jennings, he and his neighbors decided to finalize their contracts with NOVUS. Mr. Jennings informed them that the project had the full support of Council and that it would be great for the City's future. He said if this development did not go forward, one could only guess what the next proposal might look like for residents in the 3rd Ward. Mr. Angieri stated his neighborhood has been in limbo for a year waiting on the outcome of this process. And while this is still a nice neighborhood, five homes now sit vacant, and it is at risk of collapsing if Council continues to delay this project.

The City's gross negligence in pushing forward with a project that had an eight-figure error has negatively impacted many residents who are ready to move on with their lives and would have benefitted from this redevelopment. And in his opinion, it's absolutely inconceivable that no one from the City has been held accountable for overlooking the massive miscalculations on the part of PGAV. NOVUS has assured him that they are still interested in the project and anxious to move forward, but at this point, they only have three weeks before their contracts expire. So he would like to know what the City is going to do to expedite this process.

Sonya Pointer, 8039 Canton Avenue, University City, MO

Ms. Pointer; a 3rd Ward resident, expressed her opposition to the Olive/I-170 Project and requested that Council vote to stop this process and start from scratch to do it the right way. The way all of you would have proceeded if this development had been in your ward. Council should have first, asked its residents for their input, and then tried to develop a plan around those objectives. Because this is not just about the loss of homes by people who did not sign the contract or the people who have elected to sell their homes, this is about the people in the 3rd Ward who will be left behind.

Ms. Pointer stated it is extremely hypocritical that the City has called out Better Together for their failure to devise a plan that does not engage or benefit City and County residents, and MSD for their plan to build raw sewage tanks in the 3rd Ward, when it has done the exact same thing in its community that you are accusing them of doing. I feel sorry for the people who are in limbo but they have to understand this isn't just about them; this is about the City as a whole.

Leif Johnson, 836 Barkley Square, University City, MO

Mr. Johnson stated there was a very interesting speaker tonight at Council's Study Session, and he asked him why do we now have to have this regional government? For example, at the end of World War II, Chicago produced just about every industrial chemical and manufactured goods. And as the speaker said, there were over 100 municipalities in Chicago at the time and that did not seem to inhibit the growth of Chicago; which actually grew unbelievably fast. And that has been true all over the country; they have the nucleus; the city, and surrounding municipalities. The question of economic development is the fact that there were industries springing up all over the place and states were becoming richer and richer without any concerns about having a metropolitan government.

Mr. Johnson stated in his opinion, the only ones that will gain an advantage in this merger will be Rex Sinquefield and his associates. A very strong centralized government would be the perfect instrument for rescuing the City of St. Louis and issuing bonds for amusement parks, convention centers, stadiums, and things that have always had to have an attached revenue stream. This is a financial scheme. And he's afraid that if the Freeholders' Plan goes through it's going to be the same financial scheme because it will involve the same people who are determined to achieve the merger; the Mayor of St. Louis and the County Executive. So the only way we can stop this is by not diverting our efforts on anything else but Rex Sinquefield.

Jerrald Tiers, 7345 Chamberlain, University City, MO

Mr. Tiers stated it appears as though there has been no further activity with regards to the Olive/I-1-70 development that was so highly touted by Council. There has been nothing new posted on the website since January. There have been no new announcements of progress; aside from some references to the nineteen changes the developer made to the Development Agreement, also in January, and prior to the mistake being discovered. So as the clock starts running out, this project seems headed towards failure by default.

But residents need to know whether this plan is still active. And if not, why? They have received little to no information on this very important issue. And the developer's unusual stance of speaking out about this publicly at the last Council meeting, rather than in negotiations, would seem to indicate that even he has been left out of the loop. Maybe this is exactly why we needed a CBA.

Statements made by the Mayor seem to be preparing us for an announcement that Council could not agree on a development plan that was good for U City. When the truth seems to be that the developer is good to go; the TIF is sound, and Costco thinks this location is perfect and that it can work for U City. Having them here will not only benefit the City's revenue stream, but it will also increase local hiring, provide better sources of income, and encourage further development along Delmar and I/1-70. So, the sticking point appears to be last year's tax mistake and some overpromising of monies for the 3rd Ward. But even if the money is less than originally anticipated, U City and the 3rd Ward will still get benefits from this development. And given Costco's financials, this should be their most profitable store in the area. On an average yearly basis, they have \$164 million dollars in transactions per store. They are also the store most likely to weather the "death of brick and mortar store" storm created by Amazon. And it is also his understanding that this will be the last store they are going to build in St. Louis.

Mr. Tiers stated this community believes they have elected smart, educated leaders to solve this sort of problem. And now is the time for this Council to provide innovative leadership and make this development happen with maximum benefits. This is your big chance to shine, don't let the clock run out.

I. PUBLIC HEARINGS

1. Zoning Code Text Amendment to Article VII - Off-street Parking and Loading Requirements

Mayor Pro Tem Carr opened the Public Hearing at 6:51 p.m., and hearing no requests to speak the hearing was closed at 6:51 p.m.

J. CONSENT AGENDA – Vote Required

1. Capital Improvement Program Amendment – Forsyth Blvd. – ADA Improvements and Resurfacing Project.
2. Capital Improvement Program - Morgan Wilshire Road and Drainage Improvements Contract Approval
3. Parking Study; (*Moved to City Manager's Report*)
4. U. S. Department of Justice, Edward Byrne Justice Assistance Grant Program FY 2018 Local Solicitation

Councilmember Smotherson moved to approve all three items, it was seconded by Councilmember Clay and the motion carried unanimously.

K. CITY MANAGER'S REPORT

1. FY2018 Comprehensive Annual Financial Report – Hochschild, Bloom & Company LLP

Mr. Rose stated this is a presentation regarding the FY2018 audit and Comprehensive Annual Financial Report that he is recommending for Council's approval.

Mike Williams stated he is the partner at Hochschild, Bloom & Company who was in charge of the City's audit. So what he would like to do is flip through the Comprehensive Annual Financial Report issued by his company for the fiscal year ending June 30, 2018, and highlight some of the important factors.

The Comprehensive Annual Financial Report contains audited financial statements, the Auditor's Report, and other information related to the audit that is prepared after the audit has been completed.

The first section of the report starts with a transmittal letter on U City's letterhead that contains information related to the City's financial management controls, economic condition, and outlook.

- The list of principal officials
- Organizational chart
- Certificate of Achievement for Excellence in Financial Reporting
 - ❖ *The receipt of a Certificate of Achievement illustrates that the City has gone above and beyond the normal audit by submitting all documentation to the Government Finance Officers Association; a national association that reviews the report for audit accounting standards, information related to the ten-year trend, and statistics.*

Financial Section

- Independent Auditor's Report by Hochschild, Bloom. *(The information, amounts, and disclosures being audited are the representations provided by the City.)*
- The City's responsibility
- The Auditor's responsibility
- The Auditor's Opinion
 - ❖ *In the Auditor's opinion, the financial statements referred to above present fairly in all material respects.*

Management's Discussion & Analysis

- A big picture perspective of the City's assets and liabilities on June 30, 2018, as compared to the previous year.

Page 7

- Governmental activities; general fund, capital, improvement fund, parks & stormwater
- Business-type activities; Solid Waste and parking funds
- Total assets = \$79,483,000 (includes deferred in-flows and out-flows)
- Total liabilities = \$22,865,000
- Net position = \$57,172,000
 - ❖ *Total assets include cash, investments, and capital assets, i.e., infrastructure and vehicles.*
 - ❖ *The difference between the assets and deferred amount of liabilities are called the net position; (retained earnings).*
 - ❖ *Changes between this year and the amounts reported in the previous year have been noted.*

Page 8

- Revenues = \$34,940.00
- Expenses = \$35,846.00
- Net Position = (an increase of about \$94,000)
 - ❖ *There is roughly a 5.1% increase in revenues and a .3% increase in expenses*

Page 16

- Assets/General Fund = \$21,289,000
- Liabilities = \$3,023,000
- Fund Balance = \$17,206,000

Page 18

- Revenues = \$24,006,000
- Expenditures = \$23,502,000
 - ❖ *There is a noted improvement in the fund balance amount of roughly \$504,000.*

Pages 24-25

- Totals for the pension trust funds; *(more details will be provided on pages 45-47)*

Page 26

- Notes to the financial statements - accounting policies

Page 36

- Notes to the financial statements - cash and investments
 - ❖ *The State Statute requires that all cash in the bank must be secured by the FDIC or pledged collateral. As of June 30th, the City's bank balances are entirely insured or collateralized.*

Page 37

- List of investments as of June 30th

Pages 40-41

- A schedule of the City's capital assets and related depreciation.

Page 43

- Long-term debt

Page 45

- Employee Retirement Benefit Plan; *(total pension liability compared to the net position)*
 - ❖ *76.1 percent funded*

Page 47

- List of the various pension plans
 - ❖ *There is a noted improvement illustrating that the starting position of the net pension liability was \$7.7 million dollars, and the ending position was \$6.2 million dollars.*
 - ❖ *Note F illustrates that the City has successfully implemented the new accounting standard requirement associated with its post-employment plan.*

Pages 64-65

- The Original Budget
- The Final Budget
- Actual revenues for the year
 - ❖ *The City is under-budget on its revenues by roughly \$263,000*
 - ❖ *Expenditures for the general fund are under-budget by roughly \$1,341,000*

Pages 87-88

- Statistical Information comparing this year's information to the previous nine years

Hochschild's Independent Auditor's Report on Internal Control and Compliance

- This separate letter communicates to users of the financial statements that internal controls, policies and procedures have been examined.
 - ❖ *The comments on page 2 discuss the adjustments made by the auditors.*
 - ❖ *The Compliance paragraph states, "The results of our tests disclosed no instances of noncompliance that are required to be reported".*

Management Letter

- General information related to the audit, a listing of the adjustments made, comments, and recommendations
 - ❖ *Neither the comments nor recommendations represent any significant deficiencies or material weaknesses for the City's management and Finance Department.*

Councilmember McMahon moved to approve the report, it was seconded by Councilmember E - 1 - 5 Cusick and the motion carried unanimously.

Mr. Rose stated he would like to introduce the City's new Director of Parks, Recreation & Forestry, Darren Dunkle, and recognize Keith Cole, the Acting Director of Finance. He stated he is pleased to have Mr. Dunkle on board, who comes to U City with twenty-plus years of experience. And would like to thank Mr. Cole and his staff for the fantastic job they did gathering all of the information needed to conduct the audit.

2. Parking Study

Mr. Rose stated he had asked that this item be removed from the Consent Agenda in order to expand the scope of this project by including the 6600 through 6800 blocks of Washington Avenue and Kingsbury; Trinity; Kingsland, and Melville, between Washington and Kingsbury. Staff is recommending approval of a \$24,000 contract to the Lochmueller Group for the performance of this entire study.

Councilmember McMahon moved to approve the Parking Study; it was seconded by Councilmember Cusick.

Councilmember Cusick moved to approve the extended Parking Study presented by Mr. Rose, seconded by Councilmember McMahon.

Councilmember Cusick asked Mr. Rose if the expanded scope would increase the cost of the project? Sinan Alpasian, Director of Public Works, stated after rechecking the areas his belief is that the original intent had been to include these streets in the study and that they had been included in the engineer's boundaries. However, after discussing this with the consultant today, they were uncertain whether they had been included, and as a precaution, included an additional cost of \$1,000. So although staff's expectation is that it will remain at \$24,000, to be on the safe side, Council's authorization should be for a \$25,000 expenditure.

Voice vote on the motion to expand the scope of the Parking Study carried unanimously.

Voice vote on the motion to approve the Parking Study carried unanimously.

L. UNFINISHED BUSINESS

M. NEW BUSINESS

RESOLUTIONS

BILLS

Introduced by Councilmember Cusick

1. **BILL 9383** - AN ORDINANCE AMENDING CHAPTER 400 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, RELATING TO ZONING, BY AMENDING SECTIONS 400.2010, 400.2070, 400.2130 AND 400.2140 THEREOF, AND BY ADDING 400.2145 THEREIN, RELATING TO OFF-STREET PARKING AND LOADING REGULATIONS; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY. Bill Number 9383 was read for the first time.

Introduced by Councilmember McMahon

2. **Bill 9384** - AN ORDINANCE AMENDING SCHEDULE III OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN. (Williams Avenue) Bill Number 9384 was read for the first time.

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

Councilmember Smotherson stated he had actually taken some lessons from Councilmember Carr and conducted some research to determine when he had made his first request to pave Kennedy Street. And from his notes, it appears to be September of 2018, where he had a discussion with Tina Charumilind. Per the Ordinance, Kennedy is one of those unfinished streets where no maintenance is required. Nevertheless, he would like to bring this request to the attention of Mr. Rose, and ask him to address whether this street would qualify for paving under the Community Development Block Grant?

Councilmember Smotherson stated he was sitting downtown last weekend and noticed how the slightest hint of warm weather had brought out such an increased number of scooters and robust activities in The Loop. So, while his hope is that the City and Police are already geared up for the bustle, he just wanted to provide a subtle reminder that Spring is here.

Mr. Rose stated staff is in the process of identifying which projects would qualify for the CBG funds, so from that perspective your request is timely. He stated he would report back to Council with any recommendations after he has received guidance from the Public Works Director on whether Kennedy qualifies under the grant, and if so, what type of improvements could be made.

With respect to the scooters, currently, the City does not have an agreement with any company to operate scooters within the city limits. So anyone who might be participating in this sort of activity is doing so illegally. Scooters found in the City's right-of-ways will be confiscated by City staff and their owners will have to pay a hefty price to get them back. Mr. Rose stated the goal is to present Council with a recommended policy on the operation and governance of a privately owned scooter business within the next 60-days.

O. CITIZEN PARTICIPATION (continued if needed)

Ariel Gardner, 8649 Richard Court, University City, MO

Ms. Gardner stated she is a homeowner in the redevelopment area and a few weeks ago received a notification from the County Assessor's office notifying her and her husband that their home value had increased. This was confusing; especially since their understanding was that they lived in a blighted area, and they are currently under contract with NOVUS. Ms. Gardner stated after speaking to some of her neighbors she learned that their homes had also increased in value. And when she called the County Assessor's office she was told that several homes had been sold in the area at a price that warranted the tax increases. The Assessor was also completely unaware of this being a blighted area. Her review of the Assessor's website revealed that NOVUS owned four homes in RPA-1, one of which was located on her block that had been sold to them for significantly higher than the market value. But since they are under contract, they are prohibited from taking advantage of this increase by selling their home on their own and receiving a higher market value.

Ms. Gardner stated the list of issues that the City seems to not want to be forthright about with homeowners in RPA-1 is another side-effect of its lack of communication and transparency. Someone just talked about a flyer that is being distributed by the police to business owners in The Loop regarding an influx of crime. But where is that same kind of outreach for those of us in RPA-1 who has been forced to deal with issues that not everyone is equipped to handle? Our elected leaders are the ones that are supposed to be advocating on our behalf. Yet, here we are wondering if the City ever had any intent to notify us about these increased personal property taxes created by NOVUS for the sole purpose of augmenting this development? Or whether the City has any plans to help its residents who are now caught up in a situation that seems totally unfair? The longer this City takes to drag out this process, the more negative side-affects residents are going to experience.

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

Ms. Ginsberg reported that U City's community cat advocates had a productive meeting with Mr. Cross last Friday. They discussed how a community-based trap, neuter, vaccine, and return program can be a safe, cost-efficient, and human solution to pet overpopulation. She stated they appreciate the opportunity to partner with the Community Development Department to help stabilize and reduce U City's feral cat population through an officially sanctioned TNR Program.

Tom Sullivan, 751 Syracuse, University City, MO

Mr. Sullivan stated he is filing a complaint against the U City Library and friends of the Library with the MO Ethics Commission for running a campaign in support of Proposition L without filing the necessary paperwork or campaign finance reports, as the law requires. In addition, the materials being distributed do not properly identify the group, the name of the treasurer or provide an address. His belief is that this is a deceptive campaign in that it does not mention the 49 percent property tax increase that will take place if Prop L is passed. Mr. Sullivan stated he attended one of the Library's focus group sessions; which are really designed to promote this tax hike. Yet, the library has done nothing outside of spending a lot of its resources to support this Proposition. This would not be so surprising if it was U City government or the School District, who have been corrupting elections for years by illegally spending thousands of public dollars to print and mail campaign material to support their bond issues.

The State test scores were released last month and once again, the District is near the bottom. The previous results showed the District as being the fourth worst in the area; these latest scores pushed it up a notch to the fifth worst. And that isn't because the school has improved, it's because another school district got worst. The Superintendent gave the State of the District address last month and it is the same one she has given in previous years, and the same one her predecessor gave for years. It will probably be the same one she will be giving in future years since there is no reason to believe U City schools will ever improve.

Mr. Sullivan stated U City has three big problems that the Costco development won't help resolve; awful schools, crime, and a badly managed City Government. Mr. Rose has made some progress, but there is still a long way to go. However, destroying businesses and homes in the Olive/I-1-70 area certainly will not move us in the right direction.

Jan Adams, 7150 Cambridge Avenue, University City, MO

Ms. Adams stated Councilmember Carr is not a lawyer, so her attempt at offering a legal opinion in her newsletter and published letter to the editor of the *St. Louis Post Dispatch*, is without expertise or authority. If she is simply articulating the opinion of our City Attorney then this form of communication is unethical. And if this is actually the opinion of Mr. Mulligan then he needs to own it, and publish that signed opinion for the taxpayers who are paying his bills. Why is this important to citizens? Because if Ms. Carr and/or Mr. Mulligan are wrong, and they continue to proceed, in spite of the warnings from Attorney, Charles Hatfield, then Mr. Hatfield's client could sue the City and its agents. And we, the taxpayers, could end up paying thousands of dollars to defend these City officials. Although, if Mr. Mulligan is found to be wrong; he cannot ethically charge taxpayers the cost of his defense.

Ms. Adams stated there is a simple resolution to this issue. Once a formal request is submitted, the Attorney General of MO will research this dispute and publish his opinion free of charge. Therefore, she would urge this Council to direct the City Manager to immediately submit such a request to the Attorney General. In the meantime, this Council should not authorize any expenditure of City funds related to the proposed Better Together merger. This Council would not be fulfilling its fiduciary duty to be prudent stewards of its taxpayers' funds by exposing the City to the risk of further lawsuits after they have been put on notice by an experienced lawyer whose client is likely to be well financed and can afford to outspend any city lawyers. *(Ms. Adams asked that her written comments be made a part of the minutes.)*

P. COUNCIL COMMENTS

Councilmember Cusick reminded everyone that a week from tomorrow is Election Day for municipal elections, and as a private individual, and resident of U City that loves its library, he will be voting in favor of Proposition L. So he would encourage everyone to do their research and support U City's public library.

Councilmember Cusick stated if anyone is interested in signing the Freeholders' Petition they should see him after this meeting.

Mayor Pro Tem Carr made the following announcements:

- Tomorrow, U City in Bloom will be sponsoring *"Eat Pizza to Raise Dough"* at Dewey's, from 4 p.m. to 10 p.m. Twenty percent of the proceeds will be donated to U City in Bloom.
- This Saturday U City in Bloom will have their volunteer orientation and open house at the Mary Fahey Pavilion located at 6860 Vernon, from 10 a.m. to 12 a.m.
- U City in Bloom's annual plant sale will be held on April 26th and 28th.

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

Q. ADJOURNMENT

Mayor Pro Tem Carr closed the Regular City Council Meeting at 7:35 p.m.

LaRette Reese
City Clerk

DRAFT

Council Comments – March 25, 2019

I rise to respond to Paulette Carr's Newsletter and her published Letter to the Editor of the St. Louis Post-Dispatch. *RE OPPOSITION TO BETTER TOGETHER.*

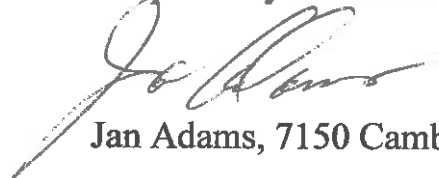
First, Paulette is not a lawyer so her attempt to offer a legal opinion is without expertise or authority. If she is simply articulating the opinion of our City Attorney, John Mulligan, than this form of communication is unethical. If this is actually the opinion of Mr. Mulligan, than he needs to own it and to publish, to the taxpayers who are paying his bills, HIS opinion with his signature.

This is important to citizens because if Paulette and/or Mr. Mulligan are wrong and they continue to proceed, regardless of the warnings from another attorney, Chuck Hatfield, then Mr. Hatfield's client may sue our City, and its agents, and we taxpayers will be paying what could amount to Tens of Thousands Dollars to defend our City Officials. If Mr. Mulligan is found to be wrong, he cannot ethically charge taxpayers for his cost of defense.

There is a simple resolution to this issue. The Attorney General of Missouri will research this dispute and publish an Attorney General Opinion on this matter – free of charge. You just need to send him a formal request.

Therefore, I urge this Council to direct the City Manager to request an opinion from our Attorney General immediately. In the meantime, this Council should not authorize any expenditure of City funds relating to the proposed Better Together merger. You will not be fulfilling your fiduciary duty, as prudent stewards of taxpayer funds, if you expose the City to the risk, after you have been put on notice by an experienced lawyer whose client is likely to be well-financed and can afford to outspend the City's lawyer.

Respectfully submitted,



Jan Adams, 7150 Cambridge Ave.

mayors

March 26, 2019

Dear Mayor ~~Schneider~~,

My councilmember in University City recently declared that “no matter what your approach to regional government is, whether evolutionary or revolutionary, it should only be done by the people who live here.” You say, “We think any regional decisions on governance change should be made by the citizens who would be affected.”

So, both my Councilmember and you think *we ought to have some form of regional government*. Why? Is there something wrong with your city that giving up part or most of its sovereignty would cure? Likewise for University City?

The town (city), county, state, form of government in the New World began before your city was formed. It then raised the militia and clothed and fed the army that gave us the right to keep those forms of government, and that right was based on the highest rates of suffrage in the world. It has functioned admirably during the rise of America from an agricultural economy to one that became the industrial envy of the world.

Did all those small communities make America “uncompetitive” with the rest of the world? Do they make St. Louis less “competitive” with other cities?

Why would anyone want to, in any way, diminish the powers of the existing communities in St. Louis County? Do we need “evolutionary or revolutionary” “decisions on governance change”? Why have you and my councilmember given in to the shibboleth of regional governance? In what way will combining local governments make St. Louis a “more competitive metropolitan area”?

Rex Sinquefield's plan to eliminate our right to vote for sovereign local government is an abomination to any thinking American. But what is the Freeholder's Plan? Well, “they” don't have one. “They” aren't appointed yet. “They” will be appointed by the mayor of St. Louis and the Executive of St. Louis County. Having Krewson and Stenger appoint a Board of Freeholders is bad enough, but the true evil is that they must come up with a plan that, in one of five ways, *according to the State Constitution, combines City and County, and lessens the power of our local governments*.

Whatever their plan, you may tell your followers, “Since we need regional government to become a more competitive metropolitan area, this is the best plan that Krewson and Stenger will offer us. Vote YES”.

Sinquefield has an agenda: direct the resources of the nation towards the wealthiest individuals or companies with the “proper” legislation. This, he claims, will bring economic growth that will make everyone prosper. I had heard that ever since Barry Goldwater; I remember it as ‘supply side economics’ and most recently as a reason for \$400 billion Federal tax cuts. It never worked, but it did make some individuals and companies richer. In St. Louis it resulted in attempts block minimum wage increases, restricting the rights of labor, reducing taxes on corporations and the upper income persons, shifting the tax burden to the lower classes, and perhaps most pernicious, attempting to eliminate public education (an unnecessary tax burden; only the elite need be educated.).

Another way for Rex and allies to make billions off the public is loan sharking. It's best seen in Third World countries where an impoverished country borrows from foreign banks to develop its resources. The banks are generous, even to point of encouraging official corruption. Then more loans, and more loans, until the country can no longer pay and still keep social services, infrastructure, even government afloat. The IMF/World Bank steps in with an austerity program to cut government functions until the loans are paid. The loans never get paid and the austerity programs never cease.

Take St. Louis: it has more debt than it can pay and needs an austerity program. The bondholders get paid before any City services are rendered. The twist here is Rex wants to expand the scope of bondholder payments to the county—not merely to “assist” St. Louis—but to float additional bonds in his “New City”. Do we need a stadium? (why not two), another convention center with accompanying hotels and other service functions, more tourist attractions, a marina, a sports complex, even a Disney-type theme park? Just float some bonds.

I witnessed this in New York City in the 70s. The city built up an enormous debt with uncalled for hirings, police and fire stations, downtown renewal and real estate tax giveaways. It went broke and the banks imposed "Big MAC" (Municipal Assistance Corporation) to "save New York." It stood at the cash register collecting every dime until the debt was paid; 25,000 employees were fired, wages frozen, garbage, fire, police services cut, streets and sewer improvements cut, and so on. Big MAC was a financial control board where local government was overridden by the creditors. Rex Sinquefeld's Better Together is a financial control board, as will be the Freeholders plan.

There are untold millions profit in this operation, but that is the lesser part. These bonds are highly valued because they are backed by taxing the public. They are "very good paper", a great asset in the financial world—not the junk bonds and NINA mortgages that buoyed up the last bubble. Such good paper is not only profitable in the market but, as a real asset, yields stability in a highly speculative market.

Here are the powers needed to conduct Rex's scheme:

The taxing power: notably sales tax, the easiest to raise, to collect and burden the lower classes.

The "economic development", power to issue bonds for those stadiums, ice rinks, downtown development, bailout of Paul McKee, etc. It could be used for useful items, but Rex prefers projects that have a revenue stream to make the bonds more secure.

The control of courts: a power to curb actions against Rex's endeavors.

Control over police: Cutting back services may result in public disorder.

Elimination of local voting. According to the purposes of Rex and cohorts, local voters should never be allowed to interfere with financial matters, as did U. City voters defeating a \$25 million bond issue for streets. We voters found that the Mayor had "balanced" the budget by misappropriating earmarked street funds into the general budget, then claiming an urgent need for street bonds..

Control of building codes, TIF projects, zoning, land clearance, eminent domain, etc.

Not necessary, but useful, is control of the roads budget as a slush fund.

Will these major powers which strip municipalities of sovereignty be included in the Freeholder's plan? Yes, because that's what Rex and his very powerful allies want and they have the power to make it happen. The Freeholders are chosen by Krewson and Stenger, not the voters.

The only defense we have against Rex's City-County merger and de facto abolition of municipalities is to stop Better Together. And Rex and his "fat-cat" supporters are a perfect target. Out-state will vote against Rex if you chose to to inform them. *But if you split opposition to Rex by diverting your followers to the Freeholder's plan, Better Together could win. If I were Rex, I would welcome the Freeholder's plan.*

I suppose we could tolerate Rex's financial swindling; the ordinary people have paid such dues many times over. But if we tolerate any diminution in our right to vote in local elections, we will prove to our posterity that we, this generation's heirs of our great Forefathers fight for freedom, have lost the will to survive. This is a crucial mistake that must not be made if we value our liberty and our sacred honor. If we accept Rex's absurd promise of a "more competitive metropolitan area" by destroying local government, shall we accept merging counties, merging states and ultimately merging countries into World Government? Wouldn't that be more efficient?

The moment in which we live is part of the great battle between the American System of industrial capitalism, and the British System of merchant-banking (financial, speculative) capitalism. The latter results in dictatorships such as we suffered in the 20th century. The former could once again become our future if we have the will to survive. I enclose Abraham Lincoln's passionate oath to his country, and Henry Carey's defense of the American System.

Sincerely,

Leif Johnson 836 Barkley Square University City M0 63130

point to be omitted. A witty Irish soldier, who was always boasting of his bravery, when no danger was near, but who invariably retreated without orders at the first charge of an engagement, being asked by his Captain why he did so, replied: "Captain, I have as brave a *heart* as Julius Caesar ever had; but some how or other, whenever danger approaches, my *commonly* legs will run away with it." So with Mr. Lamborn's party. They take the public money *into* their hand for the most laudable purpose, that *wise heads* and *honest hearts* can dictate; but before they can possibly get it *out* again their rascally "*vulnerable heels*" will run away with them.

Seriously: this proposition of Mr. Lamborn is nothing more or less, than a request that his party may be tried by their *professions* instead of their *practices*. Perhaps no position that the party assumes is more liable to, or more deserving of exposure, than this very modest request; and nothing but the unwarrantable length, to which I have already extended these remarks, forbids me now attempting to expose it. For the reason given, I pass it by.

I shall advert to but one more point.

Mr. Lamborn refers to the late elections in the States, and from their results, confidently predicts, that every State in the Union will vote for Mr. Van Buren at the next Presidential election. Address *that* argument to *cowards* and to *knaves*; with the *free* and the *brave* it will effect nothing. It *may* be true, if it *must*, let it. Many free countries have lost their liberty; and *ours may* lose hers; but if she shall, be it my proudest plume, not that I was the *last* to desert, but that I *never* deserted her. I know that the great volcano at Washington, aroused and directed by the evil spirit that reigns there, is belching forth the lava of political corruption, in a current broad and deep, which is sweeping with frightful velocity over the whole length and breadth of the land, bidding fair to leave unscathed no green spot or living thing, while on its bosom are riding like demons on the waves of Hell, the imps of that evil spirit, and fiendishly taunting all those who dare resist its destroying course, with the hopelessness of their effort; and knowing this, I cannot deny that all may be swept away. Broken by it, I, too, may be; bow to it I never will. The *probability* that we may fall in the struggle *ought not* to deter us from

the support of a cause we believe to be just; it *shall not* deter me: 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 that 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 still shall have the proud consolation of saying to our consciences, and to the 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.

December 26, 1839

Plan of Campaign in 1840

1st. Appoint one person in each county as county captain, and take his pledge to perform promptly all the duties assigned him.

Duties of the County Captain

1st. To procure from the poll-books a separate list for each Precinct of all the names of all those persons who voted the Whig ticket in August.

2nd. To appoint one person in each Precinct as Precinct Captain, and, by a personal interview with him, procure his pledge, to perform promptly all the duties assigned him.

3rd. To deliver to each Precinct Captain the list of names as above, belonging to his Precinct; and also a written list of his duties.

Henry Corde 1856

has been productive, and the labourer has received wages that have enabled him to feed, clothe, and educate his children, and the nation has thus performed its true "mission" in elevating the condition of man. If we desire to find exceptions to this, we must look to those periods in which the policy of Washington, Jefferson, Madison, Monroe, and Jackson, was departed from, and when the government adopted measures tending to the maintenance of the English monopoly of machinery, and there we shall find taxes more heavy, capital accumulating more slowly, labour more unproductive, and the wages of labour so much depressed that the labourer finds it difficult to feed or clothe his children, and still more difficult to educate them.

Two systems are before the world; the one looks to increasing the proportion of persons and of capital engaged in trade and transportation, and therefore to diminishing the proportion engaged in producing commodities with which to trade, with necessarily diminished return to the labour of all; while the other looks to increasing the proportion engaged in the work of production, and diminishing that engaged in trade and transportation, with increased return to all, giving to the labourer good wages, and to the owner of capital good profits. One looks to increasing the quantity of raw materials to be exported, and diminishing the inducements to the import of men, thus impoverishing both farmer and planter by throwing on them the burden of freight; while the other looks to increasing the import of men, and diminishing the export of raw materials, thereby enriching both planter and farmer by relieving them from the payment of freight. One looks to giving the products of millions of acres of land and of the labour of millions of men for the services of hundreds of thousands of distant men; the other to bringing the distant men to consume on the land the products of the land, exchanging day for day's labour. One looks to compelling the farmers and planters of the Union to continue their contributions for the support of the fleets and the armies, the paupers, the nobles, and the sovereigns of Europe; the other to enabling ourselves to apply the same means to the moral and intellectual improvement of the sovereigns of America.* One looks to the continuance of that *laissez faire* freedom of trade which denies the principle of protection, yet dates it out as revenue duties; the other to extending the area of *legitimate* free trade by the establishment of perfect protection, followed by the annexation of individuals and communities, and ultimately by the abolition of custom-houses. One looks to exporting men to occupy desert tracts, the sovereignty of which is obtained by aid of diplomacy or war; the other to increasing the value of an immense extent of vacant land by importing men by millions for their occupation. One looks to the centralization of wealth and power in a great commercial city that shall rival the great cities of modern times, which have been and are being supported by aid of contributions which have exhausted every nation subjected to them; the other to *concentration*, by aid of which a market shall be made upon the land for the products of the land, and the farmer and planter be enriched. One looks to increasing the necessity for commerce; the other to increasing the power to maintain it. One looks to underworking the Hindoo, and sinking throughout the world to our level. The other to raising the standard of man throughout the world to our level. One looks to pauperism, ignorance, depopulation, and barbarism; the other to increasing wealth, comfort, intelligence, combination of action, and civilization. One looks towards universal war; the other towards universal peace. One is the English system; the other we

* Russia is now raising by loan five millions of pounds sterling to pay the expenses of the war in Hungary. The farmers and planters of the Union are the chief contributors to this loan.

may be proud to call the American system, for it is the only one ever devised the tendency of which was that of ELEVATING while EQUALIZING the condition of man throughout the world.

Such is the true mission of the people of these United States. To them has been granted a privilege never before granted to man, that of the exercise of the right of perfect self-government; but, as rights and duties are inseparable, with the grant of the former came the obligation to perform the latter. Happily their performance is pleasant and profitable, and involves no sacrifice. To raise the value of labour throughout the world, we need only to raise the value of our own. To raise the value of land throughout the world, it is needed only that we adopt measures that shall raise the value of our own. To diffuse intelligence and to promote the cause of morality throughout the world, we are required only to pursue the course that shall diffuse education throughout our own land, and shall enable every man more readily to acquire property, and with it respect for the rights of property. To improve the political condition of man throughout the world, it is needed that we ourselves should remain at peace, avoid taxation for the maintenance of fleets and armies, and become rich and prosperous. To raise the condition of woman throughout the world, it is required of us only that we pursue that course that enables men to remain at home and marry, that they may surround themselves with happy children and grand-children. To substitute true Christianity for the detestable system known as the Mahometan, it is needed that we prove to the world that it is population that makes the food come from the rich soils, and that food tends to increase more rapidly than population, thus vindicating the policy of God to man. Doing these things, the addition to our population by immigration will speedily rise to millions, and with each and every year the desire for that perfect freedom of trade which results from incorporation within the Union, will be seen to spread and to increase in its intensity, leading gradually to the establishment of an empire the most extensive and magnificent the world has yet seen, based upon the principles of maintaining peace itself, and strong enough to insist upon the maintenance of peace by others, yet carried on without the aid of fleets, or armies, or taxes, the sales of public lands alone sufficing to pay the expenses of government.

To establish such an empire—to prove that among the people of the world, whether agriculturists, manufacturers, or merchants, there is perfect harmony of interests, and that the happiness of individuals, as well as the grandeur of nations, is to be promoted by perfect obedience to that greatest of all commands, "Do unto others as ye would that others should do unto you,"—is the object and will be the result of that mission. Whether that result shall be speedily attained, or whether it shall be postponed to a distant period, will depend greatly upon the men who are charged with the performance of the duty of government. If their movements be governed by that enlightened self-interest which induces man to seek his happiness in the promotion of that of his fellow-man, it will come soon. If on the contrary, they be governed by that ignorant selfishness which leads to the belief that individuals, party, or national interests, are to be promoted by measures tending to the deterioration of the condition of others, it will be late.

**STUDY SESSION
OF THE UNIVERSITY CITY COUNCIL**

5th Floor of City Hall

6801 Delmar

March 25, 2019

AGENDA

Requested by the City Manager

1. MEETING CALLED TO ORDER

The City Council Study Session was held in Council Chambers on the fifth floor of City Hall, on Monday, March 25, 2019. Mayor Pro Tem Paulette Carr called the Study Session to order at 5:30 p.m.

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

Councilmember Steven McMahon
Councilmember Paulette Carr
Councilmember Jeffrey Hales; (*Excused*)
Councilmember Tim Cusick
Councilmember Stacy Clay
Councilmember Bwayne Smotherson

Also in attendance was City Manager, Gregory Rose; City Attorney, John F. Mulligan Jr., and Dr. Terry Jones, Professor Emeritus of Political Science & Public Policy and administration, UMSL

2. CHANGES TO REGULAR COUNCIL AGENDA

Mr. Rose requested that the Parking Study; Item J-3 be removed from the Consent Agenda and placed under the City's Manager's Report as K-2.

3. Better Together Presentation

Mr. Rose stated before Council tonight is a presentation on the Better Together Plan by Dr. Terry Jones, a Professor at UMSL and Co-Director of the Best Leadership St. Louis Class in 2000.

Dr. Jones noted that Councilmember Clay and the former Mayor, Joe Adams were both graduates of the Leadership Program. And he has been a citizen of U City for thirty-two years, which he is proud of because he thinks it is the best city within the Metropolitan area.

Dr. Jones stated when you tinker with or dramatically change the governmental structure in a metropolitan area you need to address an emerging reality and embedded value. The emerging reality is that we have become a metropolitan nation. A century ago about 70 percent of Americans lived on farms or in small towns; we were an agrarian nation. In what for human beings is a relatively short period of time, by the mid to late 20th Century, 80 percent of us were living in metropolitan and urbanized areas; and St. Louis was a part of that change. That meant we ended up being in a healthy, tense competition to have a high-quality of life as we compete with other metropolitan areas. So we need to be thinking about that competition as we make public policies within the St. Louis Metropolitan area.

The embedded value is localism; the fact that in the U.S. we are primarily, Jeffersonian Democrats. We believe in local governments that are close to the people, and that are accessible and responsive. So this debate should not be about regionalism versus localism, it should be about the appropriate balance between regionalism and localism. Now if you apply that to the St. Louis Metropolitan area and you look at us in comparison to other metropolitan areas in the U.S., it's no surprise that we think of ourselves as a shining example of localism; the ability to provide citizens with a wide variety of types of local governments in which they would like to live. What's not so well recognized is that we also have a reputation for being a very regional metropolitan area. The reason we often don't think of ourselves that way, and sometimes are not labeled that way, is because we have not done regionalism through large scale governmental consolidation. That's only one way to do regionalism. Regionalism is really a dimension going all the way from having one government for the entire area, to doing some things on a regional basis and building an institution to do that and continue to do things at the local level for other services. That's what we've done. We, along with Pittsburgh and Denver are a model in the U.S. focusing on one regional problem at a time. That started with the Metropolitan Sewer District in 1954, the Zoo/Museum District, the Regional Arts Commission, the Convention and Visitor's Bureau, Great Rivers Greenway, and a list of others that would be about forty items long. Putting it another way, about every year or two in St. Louis since the mid-1950s we have been doing one more thing in a more regional way than we had been doing it. And many would argue; and certainly, he would, that that's the sensible way to go about it. You're not trying to bite off more than you can digest. You're not taking risks by going from one style of government and then going to another that is totally different.

The Better Together Plan received a great deal of applause when it was rolled out in late January, but a lot of people said then; and appropriately, let's look at those details because as the cliché goes, the devil is in the details. Dr. Jones stated he has three areas of concern about the Better Together Plan but does want to make it clear that he is not arguing for the status quo as we see it now versus the Better Together Plan. What he is arguing for is that there is a need to do something regionally, so let's look at that particular issue and see what we can do. That's the way we have been doing it, and we've been very good at it. For example:

- The combination of our public health departments
- An overarching regional economic development agency
- A single airport authority

Democratic Norms

The first issue, and the one that has not necessarily received as much attention as the second issue; the state-wide vote for what is essentially a local issue, is the way in which the plan goes about ruining, or even ending, Charter Governments.

The citizens of U City, approximately twenty other cities in St. Louis County, citizens under the County government and the City of St. Louis, all have Charters. They are all home-rule entities. That means they have a Constitution. And how was that Constitution developed? In every case, it was citizen-driven and citizen approved. The citizens considered whether or not they wanted to have a Charter, they elected citizens to draft a plan, they decided whether they liked the plan, and if they did, they voted the plan in. That's how we changed our State Constitution in the 1940s, and if we were to do it again, we would have a state-wide vote to consider doing it.

We would elect delegates to a Constitutional Convention, we would give them time to come up with that Constitution, it would then go back on the ballot and we would vote to either approve or disapprove the change.

The new Metropolitan City will have a Charter, but who would draft that Charter? First of all, many of the things you would find in a Charter, like where the executive authority is going to lie; how many members of the legislature there would be; what their terms would be; when elections would be held, all of those things are in the amendment. But for a lot of the other matters; various kinds of authority and the separation or range of that authority, the amendment designates that as of January 1, 2021, it shall be written by two people, the County Executive and the Mayor of the City of St. Louis, as opposed to a citizen's commission. Who is going to approve or disapprove that Charter? Well, the new Legislature. The Metropolitan Council which shall be elected in November of 2022 has that power, and unless two-thirds of them object, whatever is written by these two people, shall become the Charter. It never goes to a vote of the people.

Well, what if the people want to change it? Well, if what we are seeking to change is a part of the Charter contained in the Constitutional Amendment, we will need another state-wide Constitutional Amendment to change it because it has already become a part of the State Constitution. If it's a part of the Charter that the County Executive and the Mayor drafted, it would require a Charter Amendment. But a two-thirds vote is required to approve a Charter Amendment. Dr. Jones stated the point he wants to emphasize is being locked in. If it turns out that Better Together's plan is a mistake, undoing that mistake is going to take a considerable amount of time and it is going to require supermajorities at the State level, the City and the County, in order to do that.

The state-wide vote is yet another example of how undemocratic this plan is in terms of the State as a whole saying what's going to happen in the County and the City. The possibility of a situation where the state-wide vote is positive, and the vote by citizens of St. Louis County and the City of St. Louis being negative, is fairly high. Should that happen, we are going to find ourselves in a chaotic period in the first part of the next decade trying to figure out what this all means; this government that somebody else has voted that we should have. Eliminating municipal governments? That's a part of American democracy; the ability to form your own government. The power of the citizens to incorporate within the larger now St. Louis City and County vanishes. Indianapolis did not do that. Louisville did not do that. Nashville did not do that, and it has not been done in the other major mergers that have occurred in recent times.

Then there's the matter of what happens to our cities. Yes, the names will hang around and in order to fool the people they will still have a Mayor and City Council, but they won't have much authority. But the City of St. Louis won't vote for anybody. It will become a St. Louis Municipal Corporation with a five-person Board of Directors appointed by the Metro Mayor. That's not Democratic, that's autocratic. Dr. Jones stated he previously talked about the difficulty to undo this, and some might say well, there is a part of the Constitution right now; the Board of Freeholders' Provision, Article 6, Section 30, that would allow us to form another Board of Freeholders after this passes to undo it. No. If you look at the amendment it eliminates that provision so that a path for the citizens of the future to change their government will not be available.

Financial Viability

Dr. Jones stated he and two of his colleagues, Jim Brasfield from Webster University, and Mark Trammell from UMSL, with the advice and input from a variety of governmental experts at the practitioner level, are working on an analysis of the finances that will be available within the next week, but he would like to point out a couple of things that are already pretty obviously deficit.

First, the plan claims it could accumulate up to \$5 billion dollars worth of savings. Well, how did they come up with that \$5 billion dollars? They cut government by a considerable margin; a 3 percent cut each year from 2023 to 2032; almost one-third over that period. And they claim there will be enough cost-savings to ensure that they will not have to cut services.

Dr. Jones stated he doesn't need to tell a city council or a state legislature that that does not and cannot happen. And if you ask what has happened in terms of cost-savings with previous mergers in other parts of the country; Louisville, the savings after a few years was 1 percent, and then that went away. The same story happened in Indianapolis and Nashville. There has never been a consolidation that has achieved major cost-savings. But the fact that they are relying on those cost-savings to not have any reductions in services before they see whether or not that assumption is valid, they reduce taxes by \$250 million dollars a year. The earnings tax, which is approximately \$200 million dollars, will be completely cut-out by 2032, and they've reduced the County's property tax for County purposes, by 50 percent in 2023. And that tax in the City and the County yields approximately \$50 million dollars a year. To cut taxes before you know whether those cost-savings are going to be large enough to continue to support your services is not solid financial planning. For government, as well as the private business sector, it's a mistake to rely too much on any one revenue source or stream because you always run a risk when all of your eggs are in that one basket. This plan makes sales tax a significant item of reliance. According to the plan's financial projections and pro forma budget, about 53 percent of the Metro City budget would be supported by sales tax.

The Process

You weren't at the table. He wasn't at the table. And as one of the twenty national specialists in this field, his feelings were not hurt because the other nineteen specialists were not at that table either. They didn't want specialists. Municipalities offered to be at the table; scholars said we could be at the table if you'd like us to be. But their attitude was, no thanks, we don't need you. There were no public meetings. And at the meetings they did have, nobody said, *"What do you think about this way of doing the Charter? What do you think about eliminating the earnings tax?"* Those issues were never raised. The only question was, *"Are you in favor of more regionalism?"* *"Yeah, that sounds like a good idea."* Well, then that's what we'll do. After that, the plan was rolled out by late morning, and the Petition was filed with the Secretary of State by 3:30 that afternoon.

In February they said we're going to make some changes, and they did. They drove down to Jefferson City, filed the changes late Friday afternoon, and by Monday morning it was set. And you've all probably read in the paper this morning that they are going to make additional changes, which they filed with the Secretary of State about two hours ago. Without ever asking any of us, or saying, well, we are going to make this change, what about some others? Democratic deliberations about how we should govern ourselves should be done by the people, not by an unelected organization that is not responsible to the people.

And when you hear the Town Hall meetings, participate in the discussions and you ask who is representing Better Together, it's four members of their staff. You never see the people who wrote this; unless it was those four members. The five-member Task Force has not appeared in any public forum and they are not defending it. So to have a plan put forward by a group that is unwilling to come to public sessions, talk to the public, defend their plan or even change it, is very, very disappointing.

You might say that this has not been a neutral analysis, and it isn't. But this is the depth of the violation of Democratic norms that are occurring through this process. And what's even sadder, is the fact that this is not going to do what it is intended to do, which is to make a more human, equitable, and competitive metropolitan area.

Mayor Pro Tem Carr asked Dr. Jones for his thoughts on a couple of her observations. While it appears as though the Task Force members have disappeared, she has seen two attorneys that have represented the changes, Dave Leipholtz and Chris Peper. So the impression she got was that perhaps, their staff was responsible for the writing. It also seems as though they are intransigent about answering questions; specifically with regards to the Police Study that they've used. They acknowledge that the data was taken in 2014 and that things have changed significantly, yet, they are still not open to discussing those changes and how that might affect the development of their plan.

Dr. Jones stated he knows Dave Leipholtz who he met him through this process. And with the exception of Chris Peper, he knows all of their staff members. They work for this organization and he has no problem with that, but everybody is speculating about who is behind the curtain. But whoever it is, does not come outside of that curtain, so, it's very frustrating. The bottom line is that the plan is issued under the emblem of Better Together and therefore, that is the organization responsible for it.

Councilmember Clay thanked Dr. Jones for his presentation. He stated he is aware there have been some conversations about inviting representatives of Better Together to participate in a discussion like this and wondered if Mr. Rose had any updates on the status of those discussions? Mr. Rose stated based on the amount of time allocated for these sessions it did not seem appropriate to invite Dr. Jones and Better Together at the same time. But if they make a request to participate or if Council desires to reach out to them again, he is certainly willing to do that. Councilmember Clay stated while Council can talk more in-depth later, he would like to invite Better Together to U City because he thinks it is important to hear from them directly and have the opportunity to ask them questions.

He stated Council passed a Resolution that took issue with the process that Better Together is undertaking. But personally, he supports the idea of regionalism and thinks there are some macro-level issues, i.e., the need for two public health departments, and some micro quality of life issues as well, that could potentially be addressed through a more regional approach. For example, the policing in some of the City's neighboring communities particularly to the north. So he thinks there is a regional solution and the approach that Dr. Jones articulated; kind of taking it one problem at a time might be a great start. And there might be even more connective consolidation that takes place as well.

Mayor Pro Tem Carr stated in the February amendment Better Together made two changes.

And even though they said it was just technicalities, the first was to nail down the position for the County Executive because it had been left as only sickness, death, and retirement. The second was where they actually went after the sales taxes, saying the sales taxes that were operative before the election would remain so. But her thoughts were what if the people decided they no longer wanted a sales tax and they could vote to say they didn't want them anymore? And now it seems like they have nailed that down too, as if to say you can't take that step back.

Dr. Jones stated in his opinion, there are all sorts of issues that need to be, or will almost automatically be litigated if this passes. For example, his reading of the document would say if you had a dedicated tax for one of the services that you are allowed to provide; and parks and recreation is one of those services, you could keep that dedicated sales tax. But he would also agree that you could read that differently because, from his interpretation of the statute, it is not an open and shut case. His interpretation on sales taxes for other things say economic development is that unless they are pledged as part of a sum debt payment or another liability, they will go to Metro City.

Dr. Jones stated the reality of the proposal is that Metro City is going to be a very powerful entity if this passes and the Metro Mayor of Metro City will be one of the most powerful local executives in the United States; in terms of their formal powers.

Councilmember Cusick questioned whether citizens would lose their constitutional right to vote on the Charter if the proposal goes through and it is written by the Mayor of St. Louis and the County Executive, regardless of whether it is approved by a two-thirds majority of the new governing board? Dr. Jones stated citizens will lose that right as a passage of the amendment in November of 2020.

Councilmember Cusick asked Dr. Jones if he would discuss his thoughts about the petitions going around to form a Board of Freeholders.

Dr. Jones stated a Board of Freeholders; which is now more appropriately called a Board of Electors, would give St. Louis City and County residents, through a transparent process that is open to the public and by means of the people that are selected by the public as their representatives, an opportunity to debate whether or not they want to make some changes in their governmental structure. So if enough signatures are collected for the initiative; 15,000 in the County, and 5,000 in the City, upon approval by a majority of the County Council, the County Executive will appoint nine people to the Board of Freeholders, the Mayor will implement the same process, and then the Governor appoints the nineteenth member. That Board will have up to one year to produce a plan. So we can have a nice healthy debate about whether public health should be combined; whether we should have minimum standards for municipalities, and whether or not we want a city reentry into St. Louis County. That would be a wonderful forum in which to do all or some of those things.

4. Adjournment

Mayor Pro Tem Carr adjourned the Study Session at 6:03 p.m.

LaRette Reese
City Clerk



Council Agenda Item Cover

MEETING DATE: April 8, 2019

AGENDA ITEM TITLE: Westgate Ave Road Improvements – Engineering Services Contract

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED? : YES

BACKGROUND REVIEW: The City of University City has been granted a Surface Transportation Program Grant to make improvements to Westgate Ave from Delmar to Olive. The proposed improvements include new ADA compliant sidewalks and curb ramps, new roadway resurfacing, permeable pavement parking, new paved approaches, improved pavement markings, shared used bicycle markings, and improved signage.

In December 2018, City Council approved the project agreement. In December 2018, a request for qualifications was posted on the MoDOT website to provide design and construction engineering services. In January 2019, staff reviewed qualifications from 15 companies.

In February 2019, the City narrowed the selection to four companies and held interviews. Crawford, Murphy, and Tilly, Inc. (CMT) was chosen to perform design and construction engineering services for the Westgate Ave Improvements Project. The City and Crawford, Murphy, and Tilly, Inc. negotiated an Engineering Services Contract, a copy of which is attached.

The Missouri Department of Transportation set a Disadvantaged Business Enterprise (DBE) goal for this project at 18%. EDSI and TSI Geotechnical, Inc. are DBE certified companies that CMT will be subcontracting with to obtain the 18% DBE participation.

The Engineering Services Contract with Crawford, Murphy, and Tilly, Inc. provides a maximum compensation of \$236,250.00 as follows: \$140,000.00 for design/engineering services, \$11,250 for right of way services, and \$85,000.00 for construction engineering services.

Year	Project Phase	Contract Amount	City Share (12 Fund)	Federal Share (22 Fund)
FY18-19	Design Services	\$140,000.00	\$28,000.00	\$112,000.00
FY19-20	ROW Services	\$11,250.00	\$2,250.00	\$9,000.00
FY20-21	Construction Engineering	\$85,000.00	17,000.00	\$68,000.00
	Total Consulting Services	\$236,250.00	\$47,250.00	\$189,000.00

The City cost share will come from the Capital Improvements Sales Tax Fund (CIP Project #19/21-07). The Federal cost share will come from the Grants Fund.

RECOMMENDATION: City Manager recommends signing and entering into the Engineering Services Contract with the Consultant (Crawford, Murphy, and Tilly, Inc.)

SPONSOR: University City, Missouri

LOCATION: Westgate Avenue between Delmar Blvd. and Olive Blvd.

PROJECT: Westgate Avenue Improvements – STP-5402(616)

THIS CONTRACT is between *University City, Missouri*, hereinafter referred to as the "Local Agency", and *Crawford, Murphy & Tilly, Inc.* (One Memorial Drive, Suite 500 / St. Louis, Missouri 63102), hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Surface Transportation Block Grant Program – Suballocated (STP-S)*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *improve Westgate Avenue from Delmar Boulevard to Olive Boulevard with new ADA compliant sidewalks and curb ramps, new roadway resurfacing, permeable pavement parking, new paved approaches, improved pavement marking, shared used bicycle markings, improved signage, and other appurtenances* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 18% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 18% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
Engineering Design Source, Inc. (EDSI)	Surveying	\$32,994.00	\$30,000.00	90.93%

16141 Swingley
Ridge Rd., Suite 300
Chesterfield, MO 63017

TSi	Geotechnical & Construction	\$28,030.76	\$25,000.00	89.19%
Geotechnical, Inc.	Construction			
1340 North Price Rd.	Material Testing			
St. Louis, MO 63132				

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on December 11, 2020.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT’s Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$10,870.57, with a ceiling established for said design services in the amount of \$139,988.71, which amount shall not be exceeded.
- B. For right-of-way services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$652.49, with a ceiling established for said right-of-way services in the amount of \$5,764.42, which amount shall not be exceeded.
- C. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$7,555.20, with a ceiling established for said inspection services in the amount of \$84,987.30, which amount shall not be exceeded.
- D. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- E. Actual costs in Sections A, B, and C above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 2. An amount calculated at 60.81% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 3. An amount calculated at 113.28% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
Engineering Design Source, Inc. (EDSI)	16141 Swingley Ridge Rd., Suite 300 Chesterfield, MO 63017	Topographic & Right of Way Surveys
TSi Geotechnical, Inc.	1340 North Price Rd. St. Louis, MO 63132	Geotechnical & Construction Material Testing

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be

performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of

America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this ____ day of _____, 2019.

Executed by the City this __ day of _____, 2019.

FOR: UNIVERSITY CITY, MISSOURI

BY: _____
Gregory Rose, City Manager

ATTEST: _____
LaRette Reese, City Clerk

FOR: CRAWFORD, MURPHY & TILLY, INC.

BY: _____
Dan Meckes
President

ATTEST: _____
Kevin Fuller
Office Manager

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

CITY CLERK



SCOPE OF SERVICES
WESTGATE AVENUE IMPROVEMENTS
CITY OF UNIVERSITY CITY, MISSOURI

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Scope of Services
WESTGATE AVENUE IMPROVEMENTS
CITY OF UNIVERSITY CITY, MISSOURI

Specific tasks are outlined below:

PE - TASK 1 - DATA COLLECTION

Summary: Before developing plans, acquire/review available data pertaining to the project:

1. Review project information from TIP Application.
2. Obtain and review record plans / drawings provided by City.
3. Obtain and review GIS data / ordinance provided by City.
4. Obtain and review previous studies / reports provided by City
5. Obtain and incorporate available aerial mapping for purposes of supplementing design and accompanying public involvement exhibits.
6. Obtain and review available topographic / digital terrain data provided by the City.
7. Obtain and review available computer files from other jurisdictional agencies that may be utilized during the design phase.
8. Walk the site with the City and EDSI.
9. Collect, collate and scan all data assembled and provide sub consultants with an electronic copy of the information to be utilized in preparation and completion of each of their respective design tasks.

Owner-Provided Items:

- Record plans / drawings
- GIS utility data
- Studies and reports in project area
- Future development plans, if applicable
- Aerial Photography obtained through GIS database
- Topographic and digital terrain data (if any)

Meetings:

- City project kickoff meeting with the City
- CMT project kickoff meeting with sub consultants

PE - TASK 2 - TOPOGRAPHIC AND RIGHT-OF-WAY SURVEYS

Summary: Field survey activities will be required for the limits included in the General Project Information. Below is a summary of the subtasks that will be included in Task 2.

Refer to SURVEY LIMITS EXHIBIT provided for coverage area. Subconsultant, EDSI, Inc., will perform the surveying.

TOPOGRAPHIC SURVEY ITEMS

1. Establish horizontal and vertical control points, as required. Vertical control will be NAVD 88 Datum. A Reference Tie Drawing shall be included with three-point ties.
2. Topographic survey shall consist of all pertinent topographic features including, but not limited to, existing drainage and sanitary structures (all pipes, types, flowlines, sizes), all identifiable utility locations and equipment, all trees 6 inches above in

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- diameter (include size and type), clumps of trees, bushes and/or vegetation, mailboxes, retaining walls, steps, buildings, crown of pavements, edge of pavements, types of pavement, face of curbs, back of curbs, gutter lines, thorough driveway pavements and profiles, pavement markings, signal equipment, drainage ditches, and miscellaneous property features inside survey limits.
3. Cross sections shall be provided at least every twenty-five feet (minimum), but more as needed to secure an accurate survey, in addition to low points, high points, driveways, beginning/ending locations of existing walls, nonstandard sections and other critical locations determined in a survey walkthrough meeting.
 4. Establish accurate existing pavement and sidewalk grades. In particular, at each intersection and driveway, over-emphasis the number of survey shots in order to design for curb ramps and ADA crosswalks.
 5. Coordinate with utility engineer on underground utility one-call locates.
 6. Utility survey shall include aerial power & communication line layout.
 7. Include shots on all existing sign posts, label sign post type, measure sign sizes, take photographs and number each sign.
 8. Survey drainage structures one reach upstream from the survey limits.
 9. During design, pick up horizontal and vertical locations of any utility exploration (potholed or exposed utility lines). Assume 8 locations.
 10. Work with CMT's utility engineer to locate utilities within the project limits.

RIGHT-OF-WAY / PROPERTY SURVEY ITEMS

11. Locate existing right of way, property lines and pertinent section lines.
12. Clearly identify all line work in drawing with text (i.e. property lines (PL), section lines, quarter-quarter section lines, existing r/w, existing easements, etc.
13. Research for each property within the project limits shall include property owner name, assessor's map number, deed book and page, and existing size of parcel in square feet.
14. All property lines shall have a bearing (to the nearest second) and a length (to the nearest hundredth of a foot) shown and the parcel closed within acceptable tolerances governed by the State of Missouri.
15. Provide approximately 27 descriptions for temporary construction easements.

CAD files (Microstation format) required to follow MoDOT standard symbology and placed in the Missouri Modified State Plane (NAVD88/Missouri East) coordinate system.

PE Task 2 Deliverables:

- Existing topographic drawing in 3D format
- Existing right-of-way/property drawing in 2D format (preliminary and final)
- Existing utility drawing in 2D format (separate from the topographic drawing)
- Existing points drawing in 3D format and point file in ASCII format
- Existing contours drawing in 3D format (major – 5 foot, minor – 1 foot)
- Existing digital terrain model in .TIN format
- Benchmarks drawing in 3D format
- Control points drawing in 3D format with 3 point-ties
- Approximately 27 descriptions for temporary construction easements
- Submit all deliverables in accordance with the survey schedule

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Owner-Provided Items:

- Contact property owners with notification before survey work begins
- Address listing of property owners
- Title Work to be provided by the City, if needed (see exclusion to scope of services)

Meetings:

- CMT Kickoff Meeting
- Survey Walkthrough Meeting before beginning survey
- One additional meeting to be determined

PE - TASK 3 - CONCEPTUAL PLANNING

Summary: Develop baseline plan and estimate.

1. Incorporate data collection information and information learned from the kickoff meetings and project walk-throughs to come up with a baseline.
2. Concept typical sections development.
3. Concept plan view development.
4. Concept permeable parking options.
5. Concept estimate refinement.
6. Incorporate Washington University's Lighting Design into project.
7. Complete initial NEPA form (request for environmental services).

PE Task 3 Deliverables:

- Baseline Preferred Typical Sections
- Baseline Concept Plan
- Baseline Concept Estimate
- Baseline Design Criteria Memorandum
- Conceptual permeable parking options
- Submit NEPA identification form within 21 days of notice to proceed

Meetings:

- Conceptual Plan Review Meeting (before beginning preliminary plans)

PE - TASK 4 - PRELIMINARY PLANS (50%)

Summary: Prepare preliminary engineering plans based upon the baseline plan. Preliminary plans shall include horizontal alignment, vertical alignment, basic roadway geometrics, pavement structure quantities, sidewalk/ADA plan, pavement marking plan, driveway design, retaining wall locations (if any), potential tree removal locations, working cross sections, working drainage plan, working permeable parking pavement plan, temporary construction easement takings, construction cost estimates, and required environmental work.

1. Preliminary plan view, profile view and geometrics
2. Preliminary pavement structure analysis
3. Preliminary roadside design
4. Preliminary drainage design

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5. Preliminary permeable parking design
6. Preliminary lighting design incorporated from Washington University
7. Title Sheet
8. Typical Sections (preferred pavement rehabilitation solution coordinated with City)
9. Plan Sheets (20 scale)
10. Profile Sheets (20/5 scale)
11. Existing Utility Sheets (20 scale)
12. Preliminary Special Sheets (Intersection Details, Retaining Wall Details (if any), etc.)
13. Preliminary Permeable Parking Detail Sheets
14. Working Cross Sections at 25-foot intervals, including driveways and side streets
15. Preliminary cost estimates
16. Submit to MSD for project number
17. Complete all required NEPA documents for approval (assume a CE-2)
18. Coordinate with utility engineer
19. Follow City and MoDOT Local Roads checklist for preliminary plans
20. Create public open house exhibits
21. Attend public open house

PE Task 4 Deliverables:

- NEPA documents (CE-2) before 35% plans are completed
- Preliminary Plans, Cost Estimates
- Electronic Deliverables to MoDOT Local Roads
- Public open house exhibits
- Hard copies as requested

Owner-Provided Items:

- Lead coordination with MoDOT Local Roads
- Lead coordination with property owners
- Assist in completion of CE-2 document

Meetings:

- Pre-preliminary engineer walk-through – analysis of cross sections
- Preliminary Plan Field Check Meeting (after plans are reviewed by City and MoDOT)
- Public Open House Meeting (follows MoDOT LPA guidelines for public information meeting)

PE - TASK 5 - RIGHT-OF-WAY PLANS (70%)

Summary: Prepare right-of-way plans and the necessary legal documents for the City to obtain required temporary construction easements needed to construct the project. Following preliminary plan approval, CMT will incorporate City comments into the right-of-way design. CMT will submit right-of-way documents to the City for approval.

1. Revise preliminary plans based upon preliminary plan comments.
2. Incorporate public open house / property owner meeting comments (as approved).
3. Incorporate test hole results into retaining wall (if any) / drainage design / permeable parking pavement.

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4. Incorporate utility plans of adjustments needed. Coordinate with drainage, retaining walls (if any), permeable parking pavement, and roadside elements.
5. Adjust preliminary cost estimate.
6. Receive tentative approval of right-of-way plans before developing temporary construction easement descriptions.
7. Revise right-of-way plans (4 times) due to negotiations of donations.
8. Follow City and MoDOT Local Roads checklists for right-of-way plans.

PE Task 5 Deliverables:

- Right-of-Way Plans
- Updated Cost Estimate
- Descriptions of temporary construction easements of affected parcels
- Negotiation Changes
- Electronic Deliverables to MoDOT Local Roads
- Hard copies as requested

Meetings:

- Property Owner Meetings (assume 4)
- Right-of-Way Field Check Meeting
- Right-of-way walk-through meeting

PE - TASK 6 - DRAFT FINAL PLANS (95%)

Summary: Prepare draft final plans and contract documents for bidding. Following completion of the right-of-way negotiations, CMT will incorporate City comments into the draft final design. Draft final plans shall include:

1. Incorporate remaining right-of-way negotiation changes.
2. Incorporate remaining public comments.
3. Title Sheet
4. Typical Sections
5. Quantity Sheets
6. Plan Sheets (20 scale)
7. Profile Sheets (20/5 scale)
8. Reference Point Sheets
9. Coordinate Point Sheets
10. Utility Sheets (20 scale)
11. Special Sheets – Intersection Staking, Curb Ramp Details, Drainage Details, permeable parking details, Retaining Walls (if any)
12. Lighting sheets (from Washington University)
13. Traffic Control Plan Sheets (50 scale)
14. Storm Water Pollution Prevention Plan Sheets (50 scale)
15. Pavement Marking Plan Sheets (50 scale)
16. Signing Plan Sheets (50 scale)
17. Culvert Section Sheets
18. Cross Section Sheets
19. Draft Final Cost Estimates
20. Draft Final Job Special Provisions

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21. Draft Final Workday Study
22. Draft Final Project Specifications Boilerplate
23. Follow City and MoDOT Local Roads checklists for final plans

PE Task 6 Deliverables:

- Draft Final Plans
- Draft Final Construction Cost Estimates
- Draft Final Job Special Provisions
- Draft Final Workday Study
- Draft Final Project Specifications Boilerplate
- Land Disturbance Permit (if necessary)
- Electronic Deliverables to MoDOT Local Roads
- Hard copies as requested

Owner-Provided Items:

- Assist in completion of MoDOT Local Roads PS&E Submittal Checklist

Meetings:

- Final Field Check Meeting

PE - TASK 7 - FINAL PLANS AND BIDDING PHASE (100%)

Summary: Prepare bidding package upon construction authorization. CMT will incorporate draft final comments into the final plan package. Final plans shall include:

1. Revise draft final plan package based upon draft final comments.
2. Submit 100% Sealed Bid Package.
3. Assist in answering Contractor questions before the construction letting.

PE Task 7 Deliverables:

- Sealed Final Plans
- Final Construction Cost Estimates
- Sealed Final Job Special Provisions
- Final Workday Study
- Final Project Specifications Boilerplate
- Electronic Deliverables to MoDOT Local Roads
- Electronic Microstation Deliverables to Contractor
- Hard copies as requested

Owner-Provided Items:

- Updated MoDOT Local Roads PS&E Submittal Checklist

Meetings:

- Pre-Bid Meeting (if necessary)
- Bid Opening

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PE - TASK 8 - UTILITY COORDINATION

Summary: Lead the utility coordination effort. Tasks include:

1. Develop a list of utility contacts for the project area and call to establish project awareness.
2. Call Missouri One-Call to obtain One-Call tickets and work with the utility contacts to ensure that the underground facilities are well-marked before the survey begins.
3. Coordinate with surveyor to complete the utilities' surveys.
4. Facilitate / lead the coordination effort to provide strategic utility meetings, if needed.
5. Work with utilities to determine utility easement requirements, if needed.
6. Provide plan submittals to utility companies at the preliminary and draft final plan stages in order to facilitate utility plans of adjustment.
7. Coordinate and obtain the plans of adjustments and cost estimates.
8. Assist City in draft of utility agreements.
9. Provide a completed utility job special provision.
10. Provide Letter of Certification for Utilities Status for construction authorization
11. Assist in answering Contractor questions before the construction letting.
12. Coordinate with roadway design team.

PE Task 8 Deliverables:

- Preliminary Utility Plan of Adjustment
- Preliminary Utility Cost Estimate
- Proposed Utility Easement Lines, if necessary
- Any test hole info from utility companies, incorporated into plans
- Final Utility Plan of Adjustment
- Final Utility Cost Estimate
- Final Job Special Provision for Utilities
- Letter of Certification – Utilities Status

Owner-Provided Items:

- Establish a utility cost budget in conceptual planning stage
- Lead the effort in developing and obtaining utility agreements
- Lead utility-related property owner meetings

Meetings:

- Meet with Utility Companies on-site

PE - TASK 9 - GEOTECHNICAL WORK

Summary: Provide geotechnical services to the Owner during the design process. Subconsultant, TSi Geotechnical, Inc., will perform the geotechnical work.

See attached TSi Geotechnical' s geotechnical scope.

PE Task 9 Deliverables:

- Geotechnical Reports

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Owner-Provided Items:

- Coordination of approvals with MoDOT Local Roads

PE - TASK 10 - PROJECT MANAGEMENT / ADMINISTRATION

Summary: Internal project management and administration includes:

1. Develop project manual for team
2. Develop quality assurance plan
3. Quality assurance implementation and constructability review
4. Personnel planning and scheduling control
5. Coordination with sub consultants
6. Coordination with City
7. Preparations / minutes for project meetings
8. Coordination with MoDOT Local Roads
9. Monthly progress reports
10. Correspondence (emails, letters, meeting minutes, phone calls)

PE Task 10 Deliverables:

- Monthly progress reports
- Emails
- Letters
- Meeting minutes
- Phone calls

Owner-Provided Items:

- None

ROW - TASK 1 – RIGHT OF WAY ACQUISITION

Summary: Assist the City in obtaining any necessary temporary construction easements required for the project.

1. Follow the MoDOT Engineering Policy Guide Section 136.8 Local Public Agency Land Acquisition to assist the City in obtaining any necessary temporary construction easements required for the project.
2. Assist the City in drafting a letter for each parcel that requires temporary construction easements. It is assumed that each temporary construction easement required will be donated by that parcel owner.
3. After all temporary easements are acquired, assist the City in filling out the "Request For Right Of Way Acquisition Authority (A-Date)" letter.

ROW Task 1 Deliverables:

- Parcel Letters for Temporary Construction Easements
- Request For Right Of Way Acquisition Authority (A-Date) Letter

Owner-Provided Items:

- Meet with parcel owners (accompanied by CMT if requested)

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- Title Work/Conveyance documents to show parcel ownership to be provided by the City
- Lead coordination with MoDOT Local Roads
- Lead donation requests with property owners (accompanied by CMT if requested)

CE - TASK 1 – CONSTRUCTION PHASE SERVICES

After award of the construction contract, Crawford, Murphy & Tilly, Inc., hereinafter called the CONSULTANT will assist the City of University City, MO hereinafter called the CITY in administering the terms of the construction contract between the CITY and their Contractor. The CONSULTANT will endeavor to protect the CITY against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make CONSULTANT responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Any inspection of the work conducted by the CONSULTANT and its officers, and employees, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their part nor create any expectation of a duty to anyone, including but not limited to third parties, regarding workplace safety.

The construction phase services for the Westgate Ave Improvements Project includes part time construction and materials inspection.

*The following assumption of time required for construction phase services and material testing requirements is based on pre-conceptual level plans and quantities. If the final plans and quantities show evidence of increasing the construction phase services scope, the CONSULTANT will let the CITY know concurrently with the submittal of the final sealed plans, specifications, and estimate. Furthermore, since the CONSULTANT cannot control the Contractor's number of working days, working operations, and time required to be on-site for construction phase services, additional time may be required and additional material testing may be required than what was originally assumed; which would be justified in a supplement agreement to the original contract with the CITY.

CONSULTANT's services include the following:

1. Lead/conduct a preconstruction conference to discuss project details with the Contractor, with assistance from the City.
2. CONSULTANT will follow the MoDOT Engineering Policy Guide Section LPA:136.11 Local Public Agency Construction.
3. Perform site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is anticipated that survey staking and layout will be accomplished by the contractor's forces. The CONSULTANT will accompany City, MoDOT and FHWA representatives on visits of the project site as requested.
4. The CONSULTANT assumes to provide field services on the project an average of 4 hours per day 5 days per week for 21 weeks of construction, provide 16 hours of field staff services following construction completion to finalize the required documentation and inspections, and 100 office staff hours for construction support, required submittal reviews and documentation, sub-consultant administration, and billings.
5. Check shop drawings and review schedules and drawings submitted by the Contractor.

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6. Reject work not conforming to the project documents. Immediately bring to the attention of the CITY, failure by the Contractor to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence, which may be of interest to the CITY as well as all situations incapable of disposition in the field. He/she will also be available to attend conferences for the disposition of such matters when so requested by the CITY.
7. Prepare change orders for issuance by the CITY as necessary and assure that proper approvals are made prior to work being performed.
8. Review payrolls, perform wage rate interviews, and other related items called for in the contract documents.
9. Arrange for and review material tests in accordance with the Off-Systems Guide Schedule for Federal-Aid Acceptance Sampling and Testing (FAST) table in the LPA Manual, review material certifications furnished by Contractor, and arrange for laboratory testing of samples. Independent assurance samples and tests may be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the CONSULTANT under this contract.
10. TSi Geotechnical, Inc., a subconsultant to the CONSULTANT, will perform field and laboratory testing. See attached TSi Geotechnical's construction materials testing scope.
11. Maintain progress diary and other project records, measure and document quantities, and review monthly estimates submitted by the Contractor for payments. Resolve quantity differences with the contractor and provide recommendation to the CITY regarding payment of the estimate.
12. Be present during critical construction operations, including but not limited to the following:
 - a. concrete delivery, placing, and finishing
 - b. asphalt placement
 - c. work affecting utilities
 - d. curb ramp and ADA facility forming
 - e. permeable pavement
 - f. wall construction (if any)
 - g. other major operations
13. Perform erosion control inspections following any runoff events and at a minimum once every 7 days. Document the erosion control inspections and inform the contractor of any deficiencies. Perform follow up inspections to ensure deficiencies are addressed promptly.
14. Participate in final inspection, provide the CITY with project documentation (diaries, test results, certifications, etc.).
15. Check and approve monthly pay requests from the Contractor and submit to the City for approval. The CITY will process pay requests and send to MoDOT for reimbursement.
16. Complete monthly construction progress reports to the CITY.

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WESTGATE AVENUE IMPROVEMENTS
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EXCLUSIONS TO THE SCOPE OF SERVICES

- Signal design
- Lighting design (Washington University will supply the design and sheets to incorporate)
- Traffic studies
- Noise studies
- Landscape Architecture
- SUE test holes for utilities (completed by respective utility companies)
- Any necessary Title Work/Commitment Documents required (obtained/paid by the City and provided to CMT)
- Plats for any necessary temporary construction easements (descriptions will be provided and accompany right-of-way exhibit sheets for any affected parcels)
- Since it is assumed that all temporary construction easements will be donated, appraisal services/wavier valuation of temporary construction easements are excluded
- Field staking of any proposed temporary construction easements

Attachment B
OVERALL FEE SUMMARY

DBE GOAL = 18%

TOTAL CONTRACT	
<u>FIRM</u>	<u>FEE</u>
CMT	\$169,715.67
EDSI (DBE)	\$32,994.00
TSI GEOTECHNICAL (DBE)	\$28,030.76
TOTAL	\$230,740.43

ESTIMATED DBE TARGET GOAL BASED ON TOTAL CONTRACT FEE
 \$61,024.76 / \$230,740.43
 = 26.45%

DESIGN PHASE	
<u>FIRM</u>	<u>FEE</u>
CMT	\$96,446.30
EDSI (DBE)	\$32,994.00
TSI GEOTECHNICAL (DBE)	\$10,548.41
TOTAL	\$139,988.71

ESTIMATED DBE TARGET GOAL BASED ON DESIGN FEE
 \$43,542.41 / \$139,988.71
 = 31.10%

CONSTRUCTION PHASE	
<u>FIRM</u>	<u>FEE</u>
CMT	\$67,504.95
TSI GEOTECHNICAL (DBE)	\$17,482.35
TOTAL	\$84,987.30

ESTIMATED DBE TARGET GOAL BASED ON CONSTRUCTION FEE
 \$17,482.35 / \$84,987.30
 = 20.57%

ATTACHMENT B CMT HOUR DATA AND FEE ESTIMATE (University City Westgate Ave Improvements)

Task No.	Task Description	Principal	Project Engineer II	Project Engineer I	Senior Engineer I	Engineer I	Senior Planner I	Senior Technician I	Technician II	Technician I	Administrative /Accounting Assistant	Total Hours	Labor Costs
PE-1	DATA COLLECTION												
1	Review project information from TIP Application			1								1	
2	Obtain/review record plans and dwgs from City			1		1						2	
3	Obtain/review GIS/ordinance data from City			1		1						2	
4	Obtain/review previous/reports studies by City			1								1	
5	Obtain/incorporate aerial mapping					1				1		2	
6	Obtain/review topo/digital terrain data					1				1		2	
7	Obtain/review files from other jurisdictional agencies			1		1						2	
8	Walk the site with City and EDSI and kickoff meeting			2	2							4	
9	Collect, collate,scan all available data for subs			1		1						2	
	Sub Total CMT Hours	0	0	8	2	6	0	0	0	2	2	20	
	Hourly Salary	\$77.68	\$62.91	\$49.19	\$37.35	\$29.93	\$43.60	\$35.32	\$29.86	\$24.63	\$21.68		
	Sub Total CMT Labor Cost	\$0.00	\$0.00	\$393.52	\$74.70	\$179.58	\$0.00	\$0.00	\$0.00	\$49.26	\$43.36		\$740.42
	Task Hours Check												20
PE-2	TOPOGRAPHIC AND RIGHT-OF-WAY SURVEYS												
	(See EDSI breakdown of hours and tasks)												
PE-3	CONCEPTUAL PLANNING												
1	Incorporate data collection information			1	1	1						3	
2	Concept typical section development			2	4	2				4		12	
3	Concept plan view development			4	4	4				4		16	
4	Concept permeable parking options			6	12	18						36	
5	Concept estimate development / refinement			2	2	2						6	
6	Incorporate Washington U Lighting Design					1						1	
7	Complete initial NEPA form (RES)			1								1	
8	Submit baseline conceptual plan documents			1	1	1						3	
9	Conceptual Plan Review Meeting			2	2							4	
	Sub Total CMT Hours	0	0	19	26	29	0	0	0	8	0	82	
	Hourly Salary	\$77.68	\$62.91	\$49.19	\$37.35	\$29.93	\$43.60	\$35.32	\$29.86	\$24.63	\$21.68		
	Sub Total CMT Labor Cost	\$0.00	\$0.00	\$934.61	\$971.10	\$867.97	\$0.00	\$0.00	\$0.00	\$197.04	\$0.00		\$2,970.72
	Task Hours Check												82
PE-4	PRELIMINARY PLANS (50%)												
1	Preliminary plan view, profile view and geometrics			2	14	4						20	
2	Preliminary pavement structure analysis			1	1	1						3	
3	Preliminary roadside design			2	14	4						20	
4	Preliminary drainage design			4	10	14						28	
5	Preliminary permeable parking design			14	24	10						48	
6	Preliminary lighting design incorporated from Wash U					2						2	
7	Title sheet					1			1			2	
8	Typical sections			1	2	10				2		15	
9	Plan sheets (20 scale)			1	2	6				2		11	
10	Profile sheets (20/5 scale)			1		2				2		5	
11	Existing utility sheets (20 scale)			2		2				1		5	
12	Preliminary special sheets			2	4	20				2		28	
13	Preliminary permeable parking detail sheets			4	2	12				4		22	
14	Working cross sections				12	28						40	
15	Preliminary cost estimate			1	2	2						5	
16	Submit plans to MSD for number / review comments			1								1	
17	Complete all required NEPA documents (assume CE-2)			6	6	16						28	
18	Submit preliminary plan package / review comments			2		2				2		6	
19	Follow City and MoDOT LPA checklists			1								1	
20	Create open house exhibits			2	2	6				8		18	

ATTACHMENT B CMT HOUR DATA AND FEE ESTIMATE (University City Westgate Ave Improvements)

Task No.	Task Description	Principal	Project Engineer II	Project Engineer I	Senior Engineer I	Engineer I	Senior Planner I	Senior Technician I	Technician II	Technician I	Administrative /Accounting Assistant	Total Hours	Labor Costs
21	Attend public open house			3	3							6	
22	Pre-preliminary site walk-through			2	2							4	
23	Preliminary field check meeting			2	2							4	
	Sub Total CMT Hours	0	0	54	102	142	0	0	0	24	0	322	
	Hourly Salary	\$77.68	\$62.91	\$49.19	\$37.35	\$29.93	\$43.60	\$35.32	\$29.86	\$24.63	\$21.68		
	Sub Total CMT Labor Cost	\$0.00	\$0.00	\$2,656.26	\$3,809.70	\$4,250.06	\$0.00	\$0.00	\$0.00	\$591.12	\$0.00		\$11,307.14
	Task Hours Check												322
PE-5	RW PLANS (70%)												
1	Revise Preliminary Plans based on review comments			1	1	1				2		5	
2	Incorporate open house / property owner comments			1		2				2		5	
3	Incorporate test hole results into retaining wall / drainage			1		2				2		5	
4	Incorporate utility plans of adjustment			1		2				2		5	
5	Adjust preliminary cost estimate			1	2	2						5	
6	Submit right-of-way plans for approval			1		1				1		3	
7	Revise right-of-way plans (4 times due to negotiations)			1	1	6				2		10	
8	Follow City and MoDOT LPA checklists			1								1	
9	Attend 4 property owner meetings (assist City)			4								4	
10	Right-of-way walk-through meeting			2	2							4	
	Sub Total CMT Hours	0	0	14	6	16	0	0	0	11	0	47	
	Hourly Salary	\$77.68	\$62.91	\$49.19	\$37.35	\$29.93	\$43.60	\$35.32	\$29.86	\$24.63	\$21.68		
	Sub Total CMT Labor Cost	\$0.00	\$0.00	\$688.66	\$224.10	\$478.88	\$0.00	\$0.00	\$0.00	\$270.93	\$0.00		\$1,662.57
	Task Hours Check												47
PE-6	DRAFT FINAL PLANS (95%)												
1	Incorporate remaining changes from R/W negotiations			1	1					2		4	
2	Incorporate remaining public comments				1	1						2	
3	Title sheet					1				1		2	
4	Typical sections			1	2	4				4		11	
5	Quantity sheets			2	10	20				4		36	
6	Plan sheets (20 scale)			2	4	4				4		14	
7	Profile sheets (20/5 scale)					2				2		4	
8	Reference point sheets					1				1		2	
9	Coordinate point / Geometric sheets					1				1		2	
10	Utility sheets (20 scale)				1	2				2		5	
11	Special sheets			2	10	16				6		34	
12	Lighting Sheets (from Wash U)				2	4				2		8	
13	Traffic control plan (50 scale)			1	2	10				4		17	
14	SWPPP (50 scale)				1	6				2		9	
15	Pavement marking sheets (50 scale)				1	6				2		9	
16	Signing sheets (50 scale)				1	6				2		9	
17	Culvert section sheets				1	6				2		9	
18	Cross section sheets			2	12	4						18	
19	Draft final cost estimate			4	4	4						12	
20	Draft final job special provisions			8	6	2						16	
21	Draft final work day study				2	2						4	
22	Draft final project specifications boilerplate book			12	8	10						30	
23	Follow City and MoDOT LPA checklists			1								1	
24	Submit draft final PS&E			2	1	1				2		6	
25	Final field check meeting			3	3							6	
	Sub Total CMT Hours	0	0	41	73	113	0	0	0	43	0	270	
	Hourly Salary	\$77.68	\$62.91	\$49.19	\$37.35	\$29.93	\$43.60	\$35.32	\$29.86	\$24.63	\$21.68		
	Sub Total CMT Labor Cost	\$0.00	\$0.00	\$2,016.79	\$2,726.55	\$3,382.09	\$0.00	\$0.00	\$0.00	\$1,059.09	\$0.00		\$9,184.52
	Task Hours Check												270

ATTACHMENT B CMT HOUR DATA AND FEE ESTIMATE (University City Westgate Ave Improvements)

Task No.	Task Description	Principal	Project Engineer II	Project Engineer I	Senior Engineer I	Engineer I	Senior Planner I	Senior Technician I	Technician II	Technician I	Administrative /Accounting Assistant	Total Hours	Labor Costs
PE-7	FINAL PLANS AND BIDDING PHASE (100%)												
1	Revise PS&E based upon City/MoDOT comments			2	2	2				6		12	
2	Submit 100% sealed bid package			2	1	1				2		6	
3	Assist in answering contractors before letting			4	1	1						6	
4	Attend pre-bid meeting			2								2	
5	Attend bid opening			2								2	
	Sub Total CMT Hours	0	0	12	4	4	0	0	0	8	0	28	
	Hourly Salary	\$77.68	\$62.91	\$49.19	\$37.35	\$29.93	\$43.60	\$35.32	\$29.86	\$24.63	\$21.68		
	Sub Total CMT Labor Cost	\$0.00	\$0.00	\$590.28	\$149.40	\$119.72	\$0.00	\$0.00	\$0.00	\$197.04	\$0.00		\$1,056.44
	Task Hours Check												28
PE-8	UTILITY COORDINATION												
1	Develop list of utility contacts and make phone calls			1								1	
2	Call MO One-Call and obtain tickets, ensuring markings			1								1	
3	Coordinate with surveyor to complete utility survey			2								2	
4	Lead coordination to provide strategic utility meetings			4								4	
5	Work with utilities to determine easement requirements			2								2	
6	Provide plan submittals to utilities (prelim and draft final)			6								6	
7	Coordinate final plans of adjustment / cost estimate			2								2	
8	Assist City in draft of utility agreements			4								4	
9	Provide final utility job special provision			2								2	
10	Provide letter of certification for utilities status			2								2	
11	Assist contractors in answering pre-letting questions			1								1	
12	Coordinate with roadway design team			4								4	
	Sub Total CMT Hours	0	0	31	0	0	0	0	0	0	0	31	
	Hourly Salary	\$77.68	\$62.91	\$49.19	\$37.35	\$29.93	\$43.60	\$35.32	\$29.86	\$24.63	\$21.68		
	Sub Total CMT Labor Cost	\$ -	\$ -	\$ 1,524.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,524.89
	Task Hours Check												31
PE-9	GEOTECHNICAL WORK												
	(See TSi Geotechnical breakdown of hours and tasks)												
PE-10	PROJECT MANAGEMENT / ADMINISTRATION												
1	Develop project manual for team / kickoff meeting		2	1	1	1					2	7	
2	Develop quality assurance plan		2	2							2	6	
3	Quality assurance implementation and constructability		2	2								4	
4	Personnel planning and scheduling control			2								2	
5	Coordination with sub consultants			2								2	
6	Coordination with City			2	1	1						4	
7	Preparations / minutes for project meetings			4	1	1						6	
8	Coordination with MoDOT Local Roads			2	1	1						4	
9	Monthly progress reports			4								4	
10	Correspondence (emails, letters, memos)			6								6	
	Sub Total CMT Hours	0	6	27	4	4	0	0	0	0	4	45	
	Hourly Salary	\$77.68	\$62.91	\$49.19	\$37.35	\$29.93	\$43.60	\$35.32	\$29.86	\$24.63	\$21.68		
	Sub Total CMT Labor Cost	\$0.00	\$377.46	\$1,328.13	\$149.40	\$119.72	\$0.00	\$0.00	\$0.00	\$0.00	\$86.72		\$2,061.43
	Task Hours Check												45
ROW-1	RIGHT OF WAY ACQUISITION												
1	Assist the City in drafting letters for T.C.E. easements						20					20	
2	Assist the City in donation requests						14					14	
3	Assist the City in drafting A-Date letter						8					8	
	Sub Total CMT Hours	0	0	0	0	0	42	0	0	0	0	42	
	Hourly Salary	\$77.68	\$62.91	\$49.19	\$37.35	\$29.93	\$43.60	\$35.32	\$29.86	\$24.63	\$21.68		

ATTACHMENT B CMT HOUR DATA AND FEE ESTIMATE (University City Westgate Ave Improvements)

Task No.	Task Description	Principal	Project Engineer II	Project Engineer I	Senior Engineer I	Engineer I	Senior Planner I	Senior Technician I	Technician II	Technician I	Administrative /Accounting Assistant	Total Hours	Labor Costs
	Sub Total CMT Labor Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,831.20	\$ -	\$ -	\$ -	\$ -		\$ 1,831.20
	Task Hours Check												42
CE-1	CONSTRUCTION PHASE SERVICES												
1	Field Inspection and Documentation (see scope for details)			100	436							536	
	Sub Total CMT Hours	0	0	100	436	0	0	0	0	0	0	536	
	Hourly Salary	\$77.68	\$62.91	\$49.19	\$37.35	\$29.93	\$43.60	\$35.32	\$29.86	\$24.63	\$21.68		
	Sub Total CMT Labor Cost	\$0.00	\$0.00	\$4,919.00	\$16,284.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$21,203.60
	Task Hours Check												536
	Total CMT Hours	0	6	306	653	314	42	0	0	96	6	1423	
	Hourly Salary	\$77.68	\$62.91	\$49.19	\$37.35	\$29.93	\$43.60	\$35.32	\$29.86	\$24.63	\$21.68		
	Total CMT Labor Cost	\$0.00	\$377.46	\$15,052.14	\$24,389.55	\$9,398.02	\$1,831.20	\$0.00	\$0.00	\$2,364.48	\$130.08		\$53,542.93
	Total Hours Check												1423

CMT FEE SUMMARY

DIRECT COSTS

Task	Labor Costs	Payroll Overhead	General & Admin Overhead	Profit	Direct Costs	Total Cost	Services By Others	Mileage	Misc.	Total
		60.81%	113.28%	13%						
PE-1 Data Collection	\$740.42	\$450.25	\$838.75	\$263.82	\$11.60	\$2,304.84	\$0.00	\$11.60	\$0.00	\$11.60
PE-2 Topographic and Right-of-Way Surveys	\$0.00	\$0.00	\$0.00	\$0.00	\$32,994.00	\$32,994.00	\$32,994.00	\$0.00	\$0.00	\$32,994.00
PE-3 Conceptual Planning	\$2,970.72	\$1,806.49	\$3,365.23	\$1,058.52	\$96.40	\$9,297.36	\$0.00	\$46.40	\$50.00	\$96.40
PE-4 Preliminary Plans	\$11,307.14	\$6,875.87	\$12,808.73	\$4,028.93	\$571.40	\$35,592.07	\$0.00	\$46.40	\$525.00	\$571.40
PE-5 Right-of-Way Plans	\$1,662.57	\$1,011.01	\$1,883.36	\$592.40	\$194.60	\$5,343.94	\$0.00	\$69.60	\$125.00	\$194.60
PE-6 Draft Final Plans	\$9,184.52	\$5,585.11	\$10,404.22	\$3,272.60	\$194.60	\$28,641.05	\$0.00	\$69.60	\$125.00	\$194.60
PE-7 Final Plans and Bidding Phase	\$1,056.44	\$642.42	\$1,196.74	\$376.43	\$694.60	\$3,966.62	\$0.00	\$69.60	\$625.00	\$694.60
PE-8 Utility Coordination	\$1,524.89	\$927.29	\$1,727.40	\$543.34	\$92.80	\$4,815.72	\$0.00	\$92.80	\$0.00	\$92.80
PE-9 Geotechnical Work	\$0.00	\$0.00	\$0.00	\$0.00	\$10,548.41	\$10,548.41	\$10,548.41	\$0.00	\$0.00	\$10,548.41
PE-10 Project Management / Administration	\$2,061.43	\$1,253.56	\$2,335.19	\$734.52	\$100.00	\$6,484.70	\$0.00	\$0.00	\$100.00	\$100.00
ROW-1 Right of Way Acquisition	\$1,831.20	\$1,113.55	\$2,074.38	\$652.49	\$92.80	\$5,764.42	\$0.00	\$92.80	\$0.00	\$92.80
CE-1 Construction Phase Services	\$21,203.60	\$12,893.91	\$24,019.44	\$7,555.20	\$19,315.15	\$84,987.30	\$17,482.35	\$1,832.80	\$0.00	\$19,315.15
TOTAL	\$53,542.93	\$32,559.46	\$60,653.43	\$19,078.26	\$64,906.36	\$230,740.43	\$61,024.76	\$2,331.60	\$1,550.00	\$64,906.36

DESIGN PHASE =	\$30,508.13	\$18,551.99	\$34,559.61	\$10,870.57	\$45,498.41	\$139,988.71
RIGHT-OF-WAY PHASE =	\$1,831.20	\$1,113.55	\$2,074.38	\$652.49	\$92.80	\$5,764.42
CONSTRUCTION PHASE =	\$21,203.60	\$12,893.91	\$24,019.44	\$7,555.20	\$19,315.15	\$84,987.30

Services By Others:
 PE-Task 2) Topographic and Right-of-Way Surveys
 EDSI - See attached for breakdown

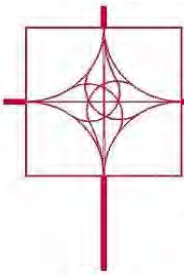
 PE-Task 9) Geotechnical Work
 TSi Geotechnical - See attached for breakdown

 CE-Task 1) Construction Phase Services
 TSi Geotechnical - See attached for breakdown

**Attachment B
CMT DIRECT COSTS (CMT costs only)**

PE-TASK 1 DATA COLLECTION										
Mileage	1	Trip(s) @	20	miles @	\$0.58	/ mile	\$	11.60		
								Subtotal	\$ 11.60	
PE-TASK 2 TOPOGRAPHIC & RIGHT-OF-WAY SURVEYS (No CMT costs)										
PE-TASK 3 CONCEPTUAL PLANNING										
Mileage	4	Trip(s) @	20	miles @	\$0.58	/ mile	\$	46.40		
Misc.	Exhibits	Strip Maps for Conceptual Meeting						\$	50.00	
								Subtotal	\$ 96.40	
PE-TASK 4 PRELIMINARY PLANS										
Mileage	4	Trip(s) @	20	miles @	\$0.58	/ mile	\$	46.40		
Misc.	Exhibits	8 boards (public meeting) @ \$50/each						\$	400.00	
Misc.	Printing	Plans for City and Utilities						\$	75.00	
Misc.	Postage							\$	50.00	
								Subtotal	\$ 571.40	
PE-TASK 5 RIGHT-OF-WAY PLANS										
Mileage	6	Trip(s) @	20	miles @	\$0.58	/ mile	\$	69.60		
Misc.	Printing	Plans for City and Negotiations						\$	75.00	
Misc.	Postage							\$	50.00	
								Subtotal	\$ 194.60	
PE-TASK 6 DRAFT FINAL PLANS										
Mileage	6	Trip(s) @	20	miles @	\$0.58	/ mile	\$	69.60		
Misc.	Printing	Plans and Project Specifications for City						\$	75.00	
Misc.	Postage							\$	50.00	
								Subtotal	\$ 194.60	
PE-TASK 7 FINAL PLANS & BIDDING PHASE										
Mileage	6	Trip(s) @	20	miles @	\$0.58	/ mile	\$	69.60		
Misc.	Exhibits	Final Overall Exhibit for City Use						\$	200.00	
Misc.	Printing	25 sets of plans and specifications						\$	375.00	
Misc.	Postage							\$	50.00	
								Subtotal	\$ 694.60	
PE-TASK 8 UTILITY COORDINATION										
Mileage	8	Trip(s) @	20	miles @	\$0.58	/ mile	\$	92.80		
								Subtotal	\$ 92.80	
PE-TASK 9 GEOTECHNICAL WORK (No CMT costs)										
PE-TASK 10 PROJECT MANAGEMENT/ADMINISTRATION										
Misc.	Printing	Project Manual						\$	50.00	
Misc.	Postage							\$	50.00	
								Subtotal	\$ 100.00	
ROW-TASK 1 RIGHT-OF-WAY ACQUISITION										
Mileage	8	Trip(s) @	20	miles @	\$0.58	/ mile	\$	92.80		
								Subtotal	\$ 92.80	
CE-TASK 1 CONSTRUCTION PHASE SERVICES										
Mileage	158	Trip(s) @	20	miles @	\$0.58	/ mile	\$	1,832.80		
	21 weeks x 5 days/week x 1.5 trips per day average									
								Subtotal	\$ 1,832.80	

TOTAL DIRECT COSTS								\$	3,881.60
TOTAL DESIGN PHASE DIRECT COSTS								\$	1,956.00
TOTAL RIGHT-OF-WAY PHASE DIRECT COSTS								\$	92.80
TOTAL CONSTRUCTION PHASE DIRECT COSTS								\$	1,832.80



EDSI

ENGINEERING DESIGN SOURCE, INC.
16141 SWINGLEY RIDGE RD.
SUITE 300
CHESTERFIELD, MO. 63017
(636) 537-5585

Project: Westgate Avenue

Prepared by: Brett Brooks

Date Prepared: February 21, 2019

Date Revised: February 26, 2019

<i>Topo / ROW Survey Fee</i>	\$24,894	*
<i>Easement Document Fee</i>	\$8,100	*
<i>Total Estimated Fee</i>	\$32,994	

**See Attached Sheets For Details*

Engineering Design Source, Inc.

Date Prepared: February 26, 2019

Project Name: Westgate Avenue

Task Item	Principal	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	Total
1. Project Control							
1.1 Control Search & Plan		0.5					0.5
1.2 Horizontal Control - Modified State Plane Datum					4		4
1.3 Vertical Control - NAVD 88					4		4
1.4 Balance/Process Coordinates		1					1
1.5 Three Point Ties - Field					2		2
1.6 Three Point Tie Drawinga				2			2
1.7 Project Coordination / QA/QC		0.5					0.5
SUB-TOTAL HOURS	0	2	0	2	10	0	14
2. Utility Coordination - For Locating Purposes							
2.1 Coordination & Scheduling		1					1
2.2 Submitting One Call Tickets				4			4
2.3 Map Requests				4			4
2.4 Survey Locations of Marked Utilities					2		2
2.5 Log Utility Data and Mapping				2			2
2.6 Process Basefile & Incorporate Record Facility Data				8			8
2.7 QA/QC		2					2
SUB-TOTAL HOURS	0	3	0	18	2	0	23
3. Topographic Survey							
3.1 Coordination & Scheduling		4					4
3.2 Field Work - 2500 linear feet					40		40
3.3 Process Data			24				24
3.4 Annotate Drawings				4			4
3.5 Create TIN			24				24
3.6 QA/QC		6					6
SUB-TOTAL HOURS	0	10	48	4	40	0	102
4. Property Research & Right-of-Way Survey							
4.1 Coordination & Scheduling		2					2
4.2 Record Research		2		8			10
4.3 Calculate and Draw Record Data				8			8
4.4 Corner Search					8		8
4.5 Corner Locate					12		12
4.6 Process Data		16		16			32
4.7 Final Drawing - Annotate Ownerships and Dimensions				8			8
4.8 QA/QC		4					4
SUB-TOTAL HOURS	0	24	0	40	20	0	84
MAN HOURS BY CLASSIFICATION	0	39	48	64	72	0	223
Unburdened Rate	Principal \$69.00	Surveyor \$43.26	Sr. Tech \$34.63	Tech \$27.69	Survey Crew \$46.51	Admin. \$28.00	
Overhead Rate 154.82%	\$106.83	\$66.98	\$53.61	\$42.87	\$72.01	\$43.35	FIXED FEE-TOTAL
Profit / Fixed Fee 12%	\$21.10	\$13.23	\$10.59	\$8.47	\$14.22	\$8.56	\$2,590
Average Hourly Billing Rate	\$196.92	\$123.46	\$98.83	\$79.03	\$132.74	\$79.91	LABOR-TOTAL
COST BY CLASSIFICATION	\$0	\$4,815	\$4,744	\$5,058	\$9,557	\$0	\$24,174

Direct Costs	Item Cost	Unit Price	Quantity	Unit
Printing/Copying - Small	\$10.00	\$0.25	40	Each
Printing/Copying - Large	\$10.00	\$1.00	10	Each
Record Research	\$200.00	\$200.00	1	Lump Sum
Temporary Easement Acquisition Documents - Description Only	\$8,100.00	\$300.00	27	Each
Vehicle Usage	\$450.00	\$45.00	10	Per Day
Misc. Survey Supplies	\$50.00	\$50.00	1	Lump Sum
DIRECT COST - TOTAL	\$8,820.00			

Assumptions: No ROW plans will be prepared by EDSI
No title reports will be ordered or reviewed.

Survey Total Fee \$32,994



1340 North Price Road

St. Louis, MO 63132

314.373.4000 T

314.227.6622 F

tsi-engineering.com

PROFESSIONAL SERVICES SINCE 1989

February 20, 2019

John Keeven, PE
CRAWFORD, MURPHY & TILLEY, INC.
1 South Memorial Drive, Suite 500
St. Louis, Missouri 63102

**RE: Geotechnical Scope
Westgate Avenue Improvements
University City, Missouri
Proposal No.: SLM 19030.00**

Dear Mr. Keeven:

TSi Geotechnical, Inc. (TSi) a certified MBE/DBE firm, is pleased to submit this proposal to Crawford, Murphy & Tilley, Inc. (CMT) to provide Geotechnical services for the Westgate Avenue Improvements project, located in University City, Missouri.

TSi Geotechnical, Inc., an **M/W/DBE firm**, is a specialized geotechnical engineering and construction and materials testing services practice that for over 29 years has provided design solutions that are effective, practical, and deliver good value. TSi owns and operates in-house drill rigs; thus eliminating the need to exclusively rely on subcontract drilling. We employ highly experienced drill crews that are committed to safety. Our geotechnical staff includes registered engineers, staff engineers and geologists, laboratory specialists, and engineering technicians.

In summary, TSi has the in-house resources, local expertise, and prior experience on similar projects to deliver quality geotechnical data and construction observation services in a timely manner for the proposed project.

TSi understands that the project will consist of roadway and pedestrian improvements along Westgate Avenue from Olive Boulevard to Delmar Boulevard.

SCOPE OF SERVICES

In Order to provide geotechnical data and assessments for the design of the project, TSi proposes to provide the following scope of services for the Geotechnical portion of this project:

- Clear utilities at boring locations at the site.
- As requested, complete a drilling program of Ten (10) pavement cores along Westgate Avenue to determine the existing pavement structure. If requested baserock thickness and subgrade strength (via dual-rod penetrometer tests) can be performed.
- As requested, complete a program of twelve (12) pavement cores with soil sampling in parking areas along Westgate Drive. Shelby tube samples at each location will be obtained for purpose of determining type of soil and its hydraulic conductivity (permeability).
- Laboratory testing of soil samples recovered from the borings, include the following tests as necessary:
 - Visual classification
 - Moisture content
 - Atterberg Limits
 - Hydraulic conductivity testing(permeability)
 - Core photos of pavement sections
- Geotechnical engineering report preparation

GEOTECHNICAL REPORT

TSi will prepare a geotechnical study report for the project that will contain the boring logs and laboratory test results, documentation of the field exploration and laboratory test procedures, and a discussion of the site geology and the subsurface conditions encountered.:

- Subsurface conditions including material types at the boring locations;
- Laboratory test results for soil samples;
- General comments on pavement subgrade construction;
- Pavement Subgrade considerations

- Hydraulic conductivity (permeability) of soil at proposed porous pavement locations.

FEES

TSi's work will be performed for a lump sum fee of \$10,548.41. If site conditions encountered during exploration warrant additional work, or the assumptions and clarifications stated subsequently do not hold true, we will notify you to discuss the necessary scope modification. However, the fee will not be exceeded without your prior authorization.

SCHEDULE OF WORK

TSi anticipates that fieldwork could begin within 1 to 2 weeks of authorization to proceed, depending on receipt of any permits and property owner permission for access and drilling, and on the availability of appropriate drill rigs. We anticipate that 2 working days will be required to complete the field investigation for the site. The geotechnical study report will be issued within approximately 3-4 weeks after the completion of the field work.

ASSUMPTIONS/CLARIFICATIONS

In preparing this scope of services and cost estimate, TSi has made the following assumptions:

1. CLIENT will provide locations for the borings. TSi will contact Missouri One-Call utility location service to clear utilities at all locations.
2. The borings will be backfilled with auger cuttings and any excess cuttings will be disposed of offsite.
3. We have assumed that the site is free of known environmental contamination. As such, we have excluded from our scope and fees containerizing drill cuttings and fluids. The drilling will be performed using basic Level D PPE. If suspect materials are encountered, CLIENT will be notified immediately, a course of action agreed upon, and any additions to the scope performed at agreed upon fees.
4. TSi's drill crews are not union-affiliated, and the costs for a union operator and laborer are not included in the proposed fee. It is rare for union issues to arise during a program of geotechnical drilling.

ACCEPTANCE

If this proposal meets your approval, please formally authorize the construction observation and testing services previously described by signing the acceptance at the end of this proposal and returning one copy to our office.

We appreciate this opportunity to be of service to CMT and look forward to working with you on this project. If you have any questions or would like to discuss any aspect of this proposal, please contact us at 314.373.4052.

Sincerely,

TSI GEOTECHNICAL, INC.



Andrew DeClue, E.I.
Manager of Construction Services



Denise B. Hervey PE.
Principal

Attachments: Statement Terms and Conditions
Summary of Time and Materials Estimate

Accepted by:

CRAWFORD, MURPHY & TILLEY, INC.

Printed Name

Date

Signature

Title

Tsi Geotechnical Inc.
Summary of Time and Materials Estimate
Westgate Avenue Improvements-Geotech work
University City, Missouri
Attachment A

2/20/2019

Assumptions:

1. Two (2) days onsite to obtain ten (10) pavement cores, for determination of pavement structure, and twelve (12) cores to obtain soil samples for determination of Hydraulic conductivity(permeability).
2. Lab technician for four (4) hours to take core photos and perform data entry.

Geotechnical Phase

Lab Technician	4	Hours	@	\$	16.00	64.00
Proj. Manager	<u>6</u>	Hours	@	\$	46.00	<u>276.00</u>

Sub Total	10			\$	340.00
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Total-Construction Phase				\$	340.00
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Payroll Burden and Fringe Expense			45.67%	\$	155.28
General and Administrative Expense			107.12%	\$	364.21

Sub Total for TSi Labor Fee				\$	859.49
-----------------------------	--	--	--	----	--------

Fixed Fee	0.15	x	\$	859.49	<u>\$ 128.92</u>
				Sub Total	\$ 988.41

Other Direct Costs

Drilling costs	2.00	days	x	\$ 1,900.00	\$ 3,800.00
Moisture Content	12	tests	x	\$ 5.00	\$ 60.00
Atterbergs	12	tests	x	\$ 75.00	\$ 900.00
Hydraulic conductivity testing(permeability)	12	tests	x	\$ 400.00	\$ 4,800.00

Total					\$ 10,548.41
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February 20, 2019

John Keeven, PE
CRAWFORD, MURPHY & TILLEY, INC.
1 South Memorial Drive, Suite 500
St. Louis, Missouri 63102

**RE: Construction Materials Testing
Westgate Avenue Improvements
University City, Missouri
Proposal No.: SLM19030.00**

Dear Mr. Keeven:

TSi Geotechnical, Inc. (TSi) a certified **MBE/DBE firm**, is pleased to submit this proposal to Crawford, Murphy & Tilley, Inc. (CMT) to provide construction material testing services during the Westgate Avenue Improvements project, located in University City, Missouri. Our construction testing services will be related to soil, aggregate, concrete, and asphalt. Services will be performed on an as-needed basis with coordination being between CMT designated representative and TSi's St. Louis, Missouri office. TSi understands the project consists roadway and pedestrian improvements along Westgate Avenue from Olive Boulevard to Delmar Boulevard.

SCOPE OF SERVICES

We propose to provide construction material testing services during the project. The following are construction testing services that we anticipate will be performed during the construction phase of the project:

- Observe the placement of earth fill and backfill, or crushed stone aggregate, and test for in-place density using a nuclear moisture density gauge (ASTM D 6938) for areas that would support pavements.
- Evaluate earth fill and/or crushed stone aggregates to be used as fill and/or backfill. This evaluation would include the performance of standard Proctor tests in accordance with ASTM D 698.
- Perform quality control tests on concrete delivered to the project site. This would include slump (ASTM C 143), air entrainment (ASTM C 173 or C 231), temperature test (ASTM C 1064) and preparation of test cylinders (ASTM C 31). TSi will also

PROFESSIONAL SERVICES SINCE 1989

perform concrete compressive strength tests (ASTM C 39) on test cylinders made in the field.

- Perform gradation and deleterious materials test on aggregate materials being used in the concrete mix.
- During Asphalt placement test for in-place density using a nuclear moisture density gauge (ASTM D 6938). Also obtain sample of asphalt for each days placement for purpose of running asphalt extraction and gradation.
- Test the infiltration rate of porous/pervious pavement per ASTM C 1701/1781.

STAFFING

A Technician will perform the on-site construction material testing services. Our Construction Services Manager will perform daily supervision of the technician's activities. Supervision would consist of reviewing daily field reports and daily communications with the field technicians in order to establish that construction is being performed in accordance with the project plans, specifications, and good engineering and construction practices.

DOCUMENTATION

TSi will document data and pertinent observations made in the field using handwritten forms. After office review and approval, final copies of field and laboratory reports will be sent to CMT and designated parties involved in the project.

FEES

We propose to perform the field, laboratory, and supervisory services on a time and expense basis in accordance with the attached Summary of Time and Materials Estimate.

TSi estimates the cost associated with the construction testing and documentation services to be \$ 17,482.35. As the design of the improvements has not been complete, for estimating purposes a scope from a similar project was used. A breakdown of cost is included in the attached Summary of Time and Materials Estimate. This cost estimate is based only upon initial testing. Retests of failed areas will be performed in accordance with the attached Summary of Unit Rates.

ACCEPTANCE

If this proposal meets your approval, please formally authorize the construction observation and testing services previously described by signing the acceptance at the end of this proposal and returning one copy to our office.

We appreciate this opportunity to be of service to CMT and look forward to working with you on this project. If you have any questions or would like to discuss any aspect of this proposal, please contact us at 314.373.4052.

Sincerely,

TSI GEOTECHNICAL, INC.



Andrew DeClue, E.I.
Manager of Construction Services



Denise B. Hervey PE.
Principal

Attachments: Statement Terms and Conditions
Summary of Time and Materials Estimate

Accepted by:

CRAWFORD, MURPHY & TILLEY, INC.

Printed Name

Date

Signature

Title

Note: The contents of this proposal are confidential and shall not be distributed to any person(s) other than those for whom this proposal was intended.

Tsi Geotechnical Inc.
Summary of Time and Materials Estimate
Westgate Avenue-CMT Work
University City, Missouri

2/20/2019

Assumptions:

1. One (1) trip at two (2) hours to obtain proctor sample.
2. Eight (8) trips at four (4) hours per trip to test compaction of soil and aggregate.
3. Twenty-four (24) trips to test concrete at three (3) hours per trip to test concrete.
One(1) set of five (5) cylinders cast per trip.
4. Sixteen (16) trips to site at one (1) hours per trip to pick up cylinders on non-consecutive pour days and return to lab.
5. One (1) trip to concrete batch plant to perform gradation and deleterious testing on aggregate samples. Four (4) hours.
6. Three (3) trips to site at eight (8) hours to test compaction of Asphalt and obtain sample, one (1) per day for Extraction and gradation testing.
7. Two (2) trips to site at eight (8) hours per day to perform infiltration testing of pourous pavement.

Construction Phase

Field Technician	166	Hours	@	\$ 21.50	\$ 3,569.00
Lab Manager	8	Hours	@	\$ 32.00	256.00
Proj. Manager	<u>25</u>	Hours	@	\$ 46.00	<u>1,150.00</u>

Sub Total \$ 4,975.00

Total-Construction Phase \$ 4,975.00

Payroll Burden and Fringe Expense	45.67%	\$ 2,272.08
General and Administrative Expense	107.12%	\$ 5,329.22

Sub Total for TSi Labor Fee \$ 12,576.30

Fixed Fee	0.15	x	\$ 12,576.30	<u>\$ 1,886.45</u>
			Sub Total	\$ 14,462.75

Other Direct Costs

Travel	53.00	trips	x	\$ 10.00	\$ 530.00
Nuclear guage	11	days	x	\$ 25.00	\$ 275.00
Concrete cylinders	96	cylinder	x	\$ 16.00	\$ 1,536.00
Cylinders molds	96	cylinder	x	\$ 1.60	\$ 153.60
Asphalt Extraction and gradation	3	tests	x	\$ 175.00	\$ 525.00

Total **\$ 17,482.35**

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other

organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): Crawford, Murphy & Tilly, Inc.

Project Owner (LPA): University City, Missouri

Project Name: Westgate Avenue Improvements

Project Number: STP-5402(616)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri’s Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant’s proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



Council Agenda Item Cover

MEETING DATE: April 8, 2019

AGENDA ITEM TITLE: Project #1181 – Forsyth Boulevard Improvements

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND:

The City of University City applied for federal funds through the Missouri Highways and Transportation Commission and administered by East West Gateway Council of Governments and the Missouri Department of Transportation, to improve Forsyth Boulevard within City Limits (approximately 0.75 mile). The proposed improvements include resurfacing of the road, ADA improvements (curbs, curb ramps and sidewalks), traffic signal improvements at Forsyth and Asbury, and bicycle facilities (Share the road signage and markings) in accordance with the Gateway Bike Plan and the Bicycle and Pedestrian Master Plan for the City of University City.

The project bids were opened on February 7, 2019 and was advertised in the St. Louis American newspaper, published on MoDOT’s website, Drexel, and City of University City’s website

The design, bidding and MoDOT approval have been completed and the project is ready for construction. Listed below are the bid results in addition to construction engineering cost for this project and the accounting breakdown.

Contractor	Bid Proposal
Gershenson	\$990,220.00
Raineri	\$1,085,695.50
R.V. Wagner	\$1,120,687.90
Krupp	\$1,136,092.89
Pavement Solutions	\$1,251,832.67
West Contracting	\$1,295,026.69
J.M Marschuetz	\$1,559,745.10

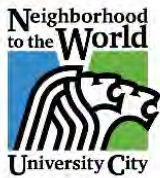
Year	Project Phase	Contract Amount	City Match	Federal Match
FY 18/19	Construction Design	\$ 990,220.00	\$284,476.00	\$705,744.00
FY 18/19	Construction Engineering	\$ 68,291.00	\$19,619.02	\$ 48,671.98
	Total Consulting Services	1,058,511.00	304,095.02	\$754,415.98

The Disadvantage Business Enterprise participation requirement for this project is eight percent (8%). The firm has committed to meet or exceed the goal and all documentation will be submitted to the MoDOT's External Civil Rights.

The Capital Improvement Program project number #PW19-13 as amended (at the March 25, 2019 Council meeting) is proposed to fund the project expenditures. The project funding will need to be supplemented with Capital Improvement Sales Tax Fund Reserve in the amount of \$120,095.02 to pay for the local share of the project funding. The grant share will also need to be supplemented in the amount of \$18,415.98 and the necessary grant match funding for the project will come from the Street Maintenance Program line item (#PW19/23-01) under the Capital Improvement Program and the grant reimbursement progress payments will be paid back into the fund.

An engineering services contract for construction engineering services in the amount of \$68,291 was approved by City Council to be awarded to Engineering Design Source, Inc. on September 8, 2015 at the beginning of the design for the project and this cost is included in the above fund allocation analysis.

RECOMMENDATION: City Manager recommends that City Council approve the award of the project construction contract to Gershenson Construction in the amount of \$990,220.00. This firm is the lowest and responsible bidder, has a good track record of successfully completing public works projects in University City and other jurisdictions in the past and has been approved by MoDOT.



Council Agenda Item Cover

MEETING DATE: April 8, 2019

AGENDA ITEM TITLE: Great Rivers Greenway Ackert Walkway Improvements Signage and Agreement

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND REVIEW:

In 2017 The City of University City was granted a Transportation Alternatives Program Grant to make improvements to Ackert Walkway. The proposed improvements include 4" concrete sidewalk repair, upgraded lighting, detailed signage, pavement markings, and improved ADA compliant curb ramps and landings. The proposed improvements support the City's current Americans with Disabilities Act (ADA) transition plan, as well as the Parkview Gardens Park Plan adopted in February 2010. In addition, the lighting upgrades increase the city's energy efficiency which result in cost savings for the City.

University City has designated Ackert Walkway as part of Great Rivers Greenway (GRG) Centennial Greenway in the 2008 Parks Master Plan and resolution 091905 supporting of the Centennial Greenway Plan. Centennial Greenway originates in Forest Park, crosses into University City via the Pedestrian Bridge over Forest Park Parkway to Greenway South, then north on Melville through the Delmar Loop down Ackert Walkway to Vernon. A future project will continue Centennial Greenway to Heman Park then connecting to the Greenway along I-170.

Final plans are being reviewed by staff and will soon be sent to MoDOT for approval. It is anticipated the project will go out to bid in spring for construction in summer 2019. Great Rivers Greenway will provide wayfinding signage consistent with the signage currently located along the greenway south of Ackert. The Park Commission has reviewed the signage with no objections.

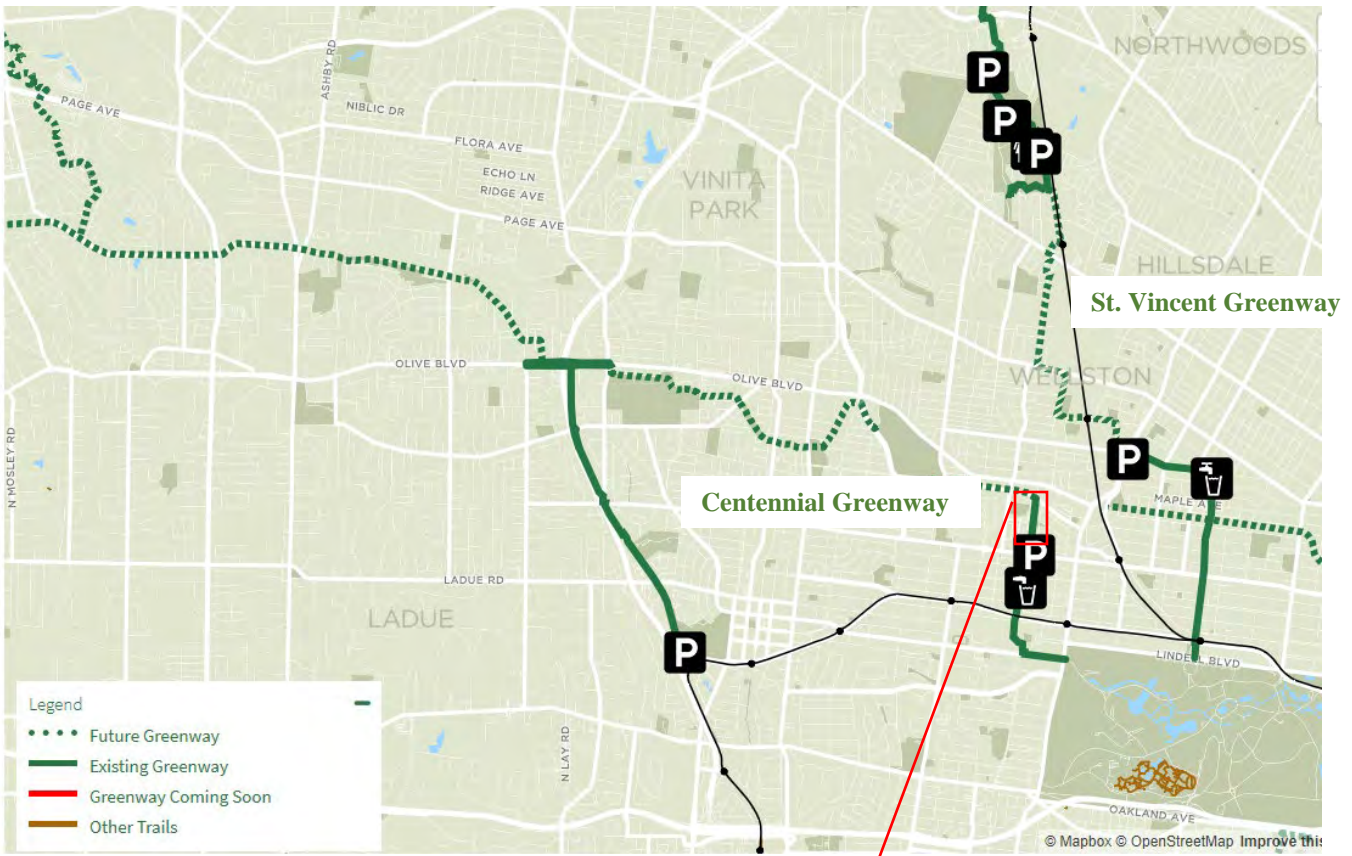
All signage proposed are at no additional cost to the City. The increased maintenance cost of the improvements to the City is minimal and the maintenance work is part of the routine capabilities of the City.

RECOMMENDATION:

City Manager recommends that the City Council approve, sign and enter into a maintenance agreement with Great River's Greenway for the signage and Greenway.

ATTACHMENTS:

1. Project Layout
2. Agreement with Exhibits



**FIRST AMENDMENT TO COOPERATION AGREEMENT
FOR THE CONSTRUCTION AND MAINTENANCE
OF CENTENNIAL GREENWAY**

THIS FIRST AMENDMENT TO COOPERATION AGREEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF CENTENNIAL GREENWAY is made and entered into this ___ day of _____, 2019 by and between the **METROPOLITAN PARK AND RECREATION DISTRICT, d/b/a THE GREAT RIVERS GREENWAY DISTRICT** (hereinafter "**DISTRICT**") and the **CITY OF UNIVERSITY CITY, MISSOURI** (hereinafter the "**CITY**").

WHEREAS, DISTRICT and the **CITY** entered into that certain **COOPERATION AGREEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF CENTENNIAL GREENWAY** dated March 10, 2010 (the "**COOPERATION AGREEMENT**") to provide for the construction of a trail, trail facilities, and improvements (the "**GREENWAY**") and the maintenance of the same, a copy of which is attached hereto as EXHIBIT A and made a part hereof; and

WHEREAS, the CITY and DISTRICT wish to amend the **COOPERATION AGREEMENT** to include an extension of the **GREENWAY** from 400 feet north of Delmar Blvd. to Vernon Avenue along Ackert Walkway within the scope of the **COOPERATION AGREEMENT**.

NOW, THEREFORE, all parties agree, and the **COOPERATION AGREEMENT** is hereby amended as follows:

1. **DISTRICT OBLIGATIONS.** **DISTRICT** agrees to provide to the **CITY**, at **DISTRICT'S** cost, (i) replacement **GREENWAY** signage for signage installed along the original **GREENWAY** and (ii) new signage for the extension of the **GREENWAY** to Vernon Ave. as depicted on EXHIBIT B attached hereto, pending final approval of construction documents by the **CITY** and **DISTRICT**. **DISTRICT** further agrees to replace all **GREENWAY** signage as needed, with costs of installation and/or labor to be paid for

**COOPERATION AGREEMENT FOR THE
CONSTRUCTION AND MAINTENANCE OF THE CENTENNIAL GREENWAY**

This AGREEMENT is made and entered into this 10 day of March, 2010 by and between Metropolitan Park and Recreation District, d/b/a The Great Rivers Greenway District ("GRG") and the City of University City ("the City").

WHEREAS, Section 67.1709 RSMo authorizes GRG to "contract with other parks and recreation systems" within its boundaries; and,

WHEREAS, representatives of the City and members of the City's staff have served as Technical Advisory Committee members for the Centennial Greenway planning process; and,

WHEREAS, the Centennial Greenway project advances the long-range goal of a continuous trail connecting Forest Park to Creve Coeur Park, and the short-range SEED project of a trail along the Melville and Ackert Walk from Kingsbury to a point 400 feet north of Delmar Blvd.; and

WHEREAS, the City has determined that the proposed trails are consistent with the relevant plans of the City; and,

WHEREAS, GRG has adopted the Regional Greenway Plan and has determined that the proposed trails are consistent with its mission and will be a major benefit to the residents of University City and the St. Louis region.

NOW THEREFORE, the parties hereto agree as follows:

1. GRG Obligations. GRG agrees to engineer and construct a trail along the Melville and Ackert Walk from Kingsbury to a point 400 feet north of Delmar Blvd.

2. City Obligations. The City agrees to assume the full and total financial and administrative responsibility for ordinary operations and maintenance of the trails to allow safe and convenient public access, enjoyment, and use. It is understood and agreed to as The City may close the trail when it is deemed necessary for normal maintenance activities or for any situation it deems necessary that concerns the safety of the public.

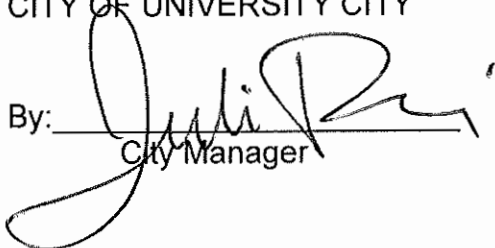
3. Time of Completion. The intention of GRG is to complete the project described in this Agreement by December 1, 2010. If GRG is unable to complete the project by December 1, 2010, GRG shall begin on that date submitting monthly written progress reports to the City.

4. Publicity. The City agrees to include in any press releases or other publicity about the projects described in this COOPERATION AGREEMENT the words "Funding for this project was provided by the Great Rivers Greenway District."

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

CITY OF UNIVERSITY CITY

By: _____



City Manager

GREAT RIVERS
GREENWAY DISTRICT

By: _____



Executive Director

and/or provided by the **CITY**. The **CITY** agrees to conduct regular maintenance of all **GREENWAY** signage, including graffiti removal.

2. **CITY OBLIGATIONS**. Upon completion of the extended **GREENWAY**, the **CITY** shall assume the full and total financial and administrative responsibility for ordinary operations and maintenance of the **GREENWAY** (as extended). The **DISTRICT'S** Level of Care Guidelines (2017) should be utilized as a guide to the operation and maintenance of **GREENWAY** elements.
3. **AGREEMENT**. The **COOPERATION AGREEMENT** as amended by this **FIRST AMENDMENT** shall remain in full force and effect in accordance with its terms.

WHEREFORE, all other terms and conditions that are not hereby amended are to remain in full force and effect.

**METROPOLITAN PARK AND
RECREATION DISTRICT d/b/a
THE GREAT RIVERS GREENWAY
DISTRICT**

CITY OF UNIVERSITY CITY

CEO

date

City Manager

date

EXHIBIT A

(Original Cooperation Agreement)

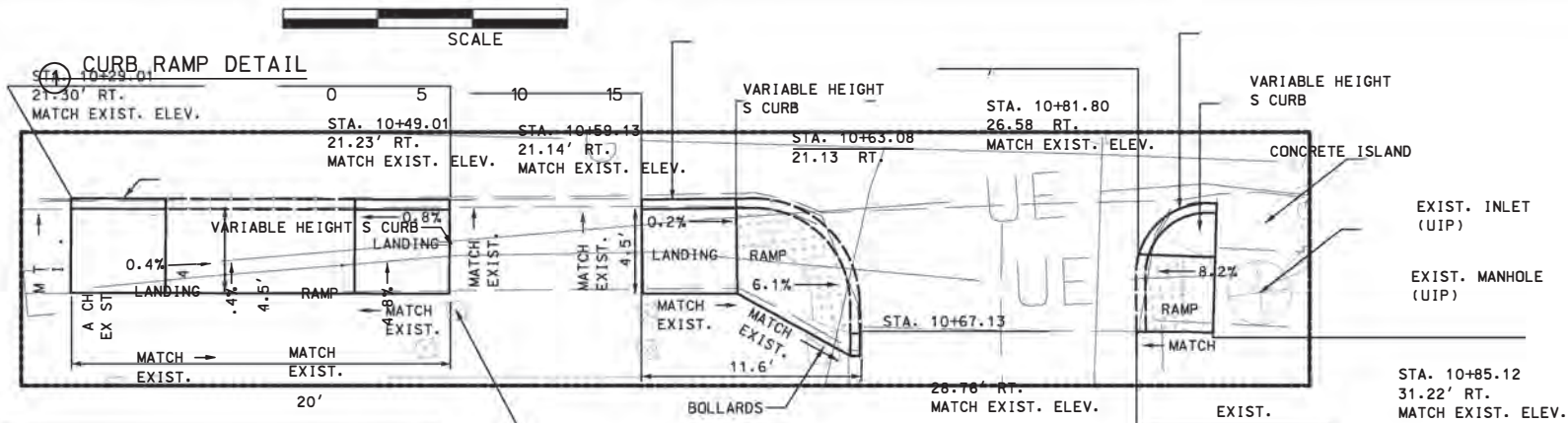
DRAFT

EXHIBIT B
(Greenway Signage)

DRAFT

DISCLAIMER
 THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE, AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO) SPECIFICATION, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT TO WHICH THIS PAGE REFERS.

"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."



CURB RAMP LEGEND
 (2" DEEP)

NOTES:
 1) STATIONS AND OFFSETS REFERENCE ACKERT WALKWAY, VERNON AVE, AND LELAND AVE.
 2) NO RAMPS SHALL HAVE RUNNING SLOPES GREATER THAN 8.3% OR 12:1.
 3) NO LANDINGS SHALL HAVE RUNNING OR CROSS SLOPES GREATER THAN 2%.
 4) CONTRACTOR SHALL REFERENCE AND FOLLOW THE MDDOT ADA CHECKLIST WHEN LAYING OUT AND BUILDING CURB RAMPS.
 5) CURB RAMP SLOPES AND LENGTHS SHOWN SERVE AS THE BASIS FOR CONSTRUCTION. CONTRACTOR SHALL ADJUST AS NECESSARY TO MEET ACTUAL FIELD CONDITIONS WHILE MEETING ALL ADA GUIDELINES.

LIGHTING LEGEND

- DECORATIVE LUMINAIRE, 45 W LED, TYPE R5
- DECORATIVE LUMINAIRE, 45 W LED, TYPE R2
- EXISTING DECORATIVE LUMINAIRE
- RIGID CONDUIT, TRENCHED
- RIGID CONDUIT, PUSHED

1) EXIST. LIGHTING POWER SUPPLY/CONTROLLER "A" (UIP). DISCONNECT EXIST. CABLE & REMOVE CABLE THAT POWERS EXIST. LUMINAIRES THAT ARE TO BE REMOVED.
 2) RUN NEW 3" RIGID CONDUIT AND CABLE TO POWER SUPPLY FOR NEW CIRCUITS A1 & A2 TO POWER NEW DECORATIVE LUMINAIRES.

WF-4: GX-4 Pedestrian Trailblazer Post Mounted

WF-2: KX-1 Main Trailhead Kiosk

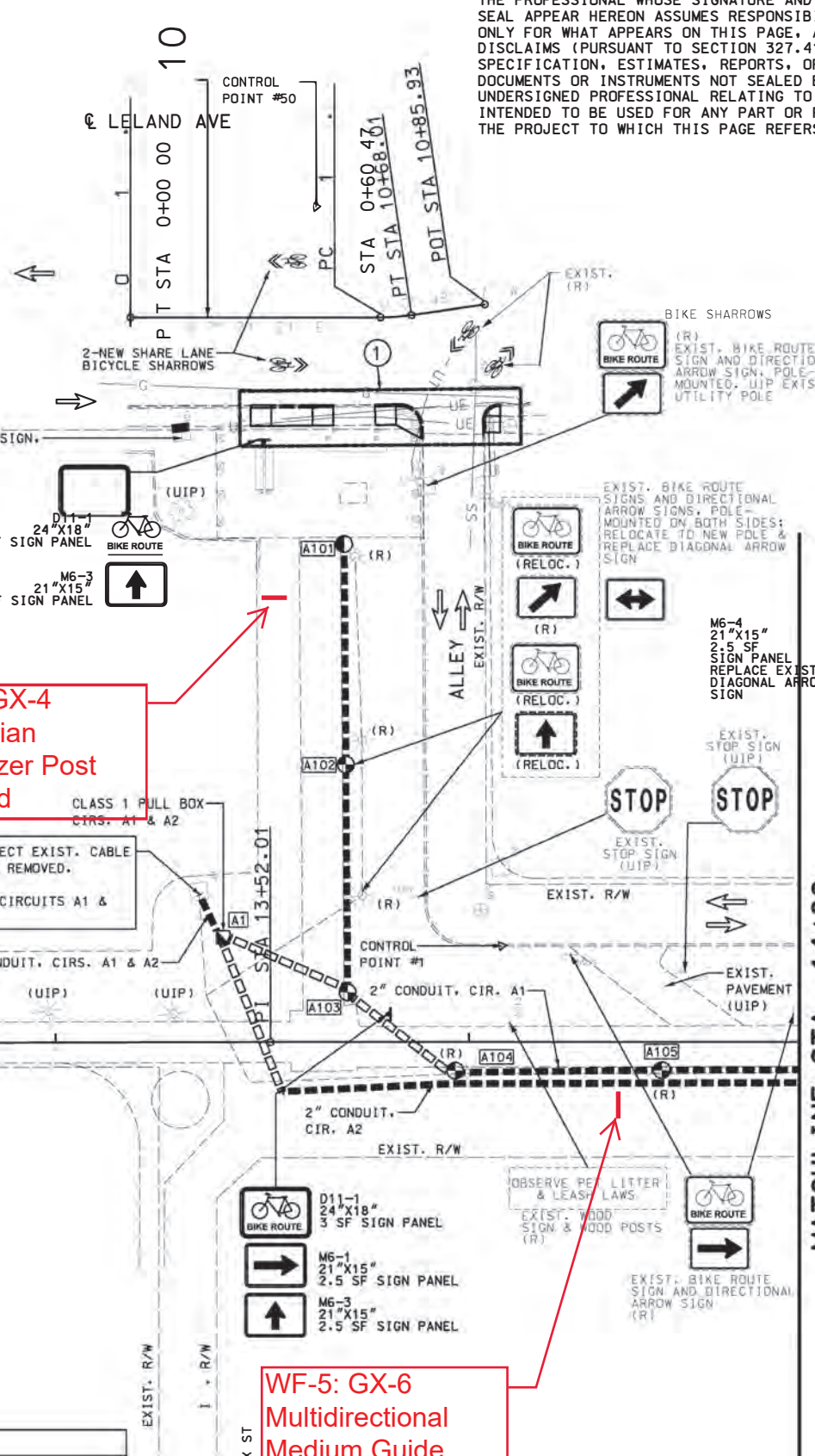
WF-1: GX-4 Mounted on Existing Pole

WF-3: GX-6 Multidirectional Medium Guide

WF-5: GX-6 Multidirectional Medium Guide

CURVE LELAND-1

PI	10+64.24
PC	10+60.47
PT	10+68.01
Δ	8° 10' 17.5" (LT)
D	108° 24' 06.4"
L	7.54'
T	3.78'
R	52.86'



REVISIONS

NUMBER	BY	DATE

PLAN SHEET
 SHEET 1 OF 5

UNIVERSITY CITY, MISSOURI
 ACKERT WALKWAY IMPROVEMENTS
 TAP-5402(617)



© Copyright CMT, Inc.
 CRAWFORD MURPHY & TILLY, INC
 ONE MEMORIAL DRIVE SUITE 500
 ST. LOUIS MO 63102 314) 436-5500
 ENGINEERING CORPORAT N 00063

DATE: 10/23/2018

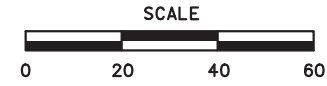
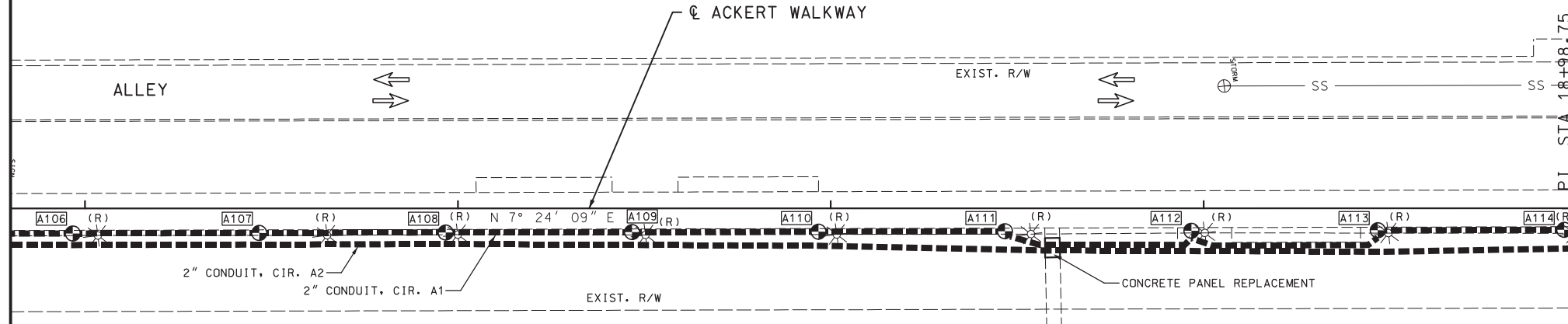
JOB No: 18401-10-00

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MATCHLINE STA. 14+80.00

15

LIGHTING LEGEND	
	DECORATIVE LUMINAIRE, 45 W LED, TYPE R5
	DECORATIVE LUMINAIRE, 45 W LED, TYPE R2
	EXISTING DECORATIVE LUMINAIRE
	RIGID CONDUIT, TRENCHED
	RIGID CONDUIT, PUSHED



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EXHIBIT B

"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."

REVISIONS		
NUMBER	BY	DATE

PLAN SHEET
 SHEET 2 OF 5

UNIVERSITY CITY, MISSOURI
 ACKERT WALKWAY IMPROVEMENTS
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 ONE MEMORIAL DRIVE, SUITE 500
 ST. LOUIS, MO 63102 (314) 436-5500
 ENGINEERING CORPORATION - 000631

DATE: 10/23/2018

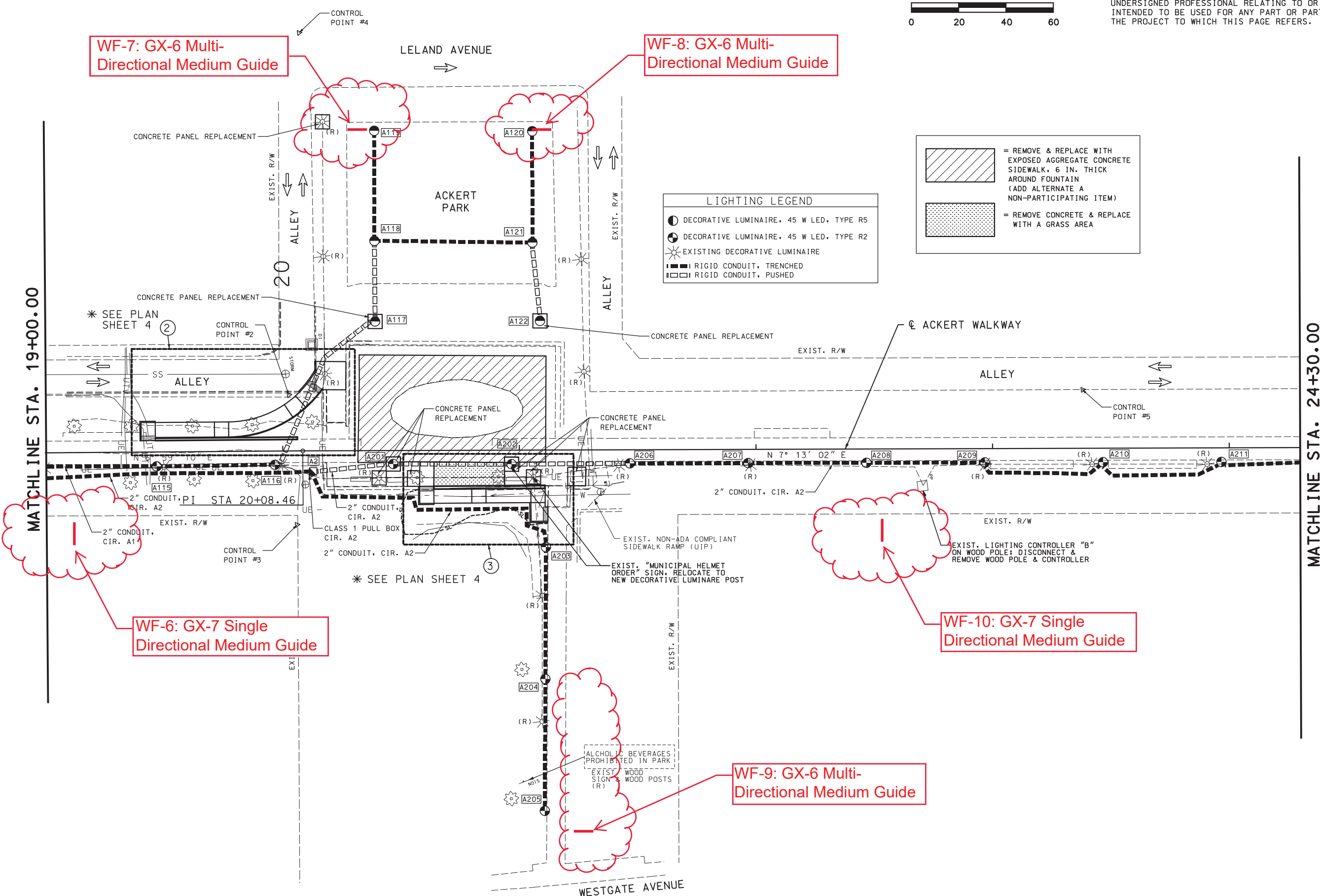
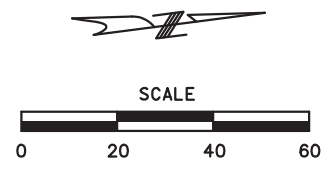
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J-3-10
SHEET 4 OF 18

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

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WF-8: GX-6 Multi-Directional Medium Guide

WF-7: GX-6 Multi-Directional Medium Guide

WF-6: GX-7 Single Directional Medium Guide

WF-10: GX-7 Single Directional Medium Guide

WF-9: GX-6 Multi-Directional Medium Guide

LIGHTING LEGEND

- DECORATIVE LUMINAIRE, 45 W LED, TYPE R5
- DECORATIVE LUMINAIRE, 45 W LED, TYPE R2
- EXISTING DECORATIVE LUMINAIRE
- RIGID CONDUIT, TRENCHED
- RIGID CONDUIT, PUSHED

- = REMOVE & REPLACE WITH EXPOSED AGGREGATE CONCRETE SIDEWALK, 6 IN. THICK AROUND FOUNTAIN (ADD ALTERNATE A NON-PARTICIPATING ITEM)
- = REMOVE CONCRETE & REPLACE WITH A GRASS AREA

REVISIONS

NUMBER	BY	DATE

PLAN SHEET
 SHEET 3 OF 5

UNIVERSITY CITY, MISSOURI
 ACKERT WALKWAY IMPROVEMENTS
 TAP-5402(617)



DATE: 10/23/2018
 JOB No: 18401-10-00
 SHEET 5 OF 18

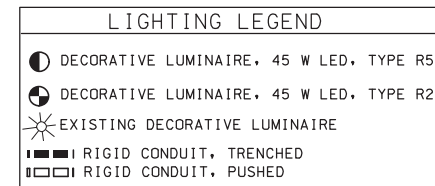
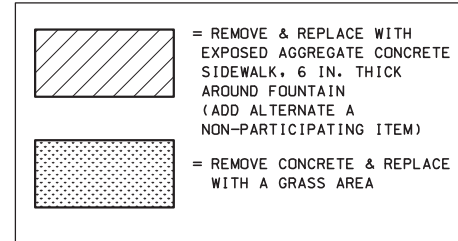
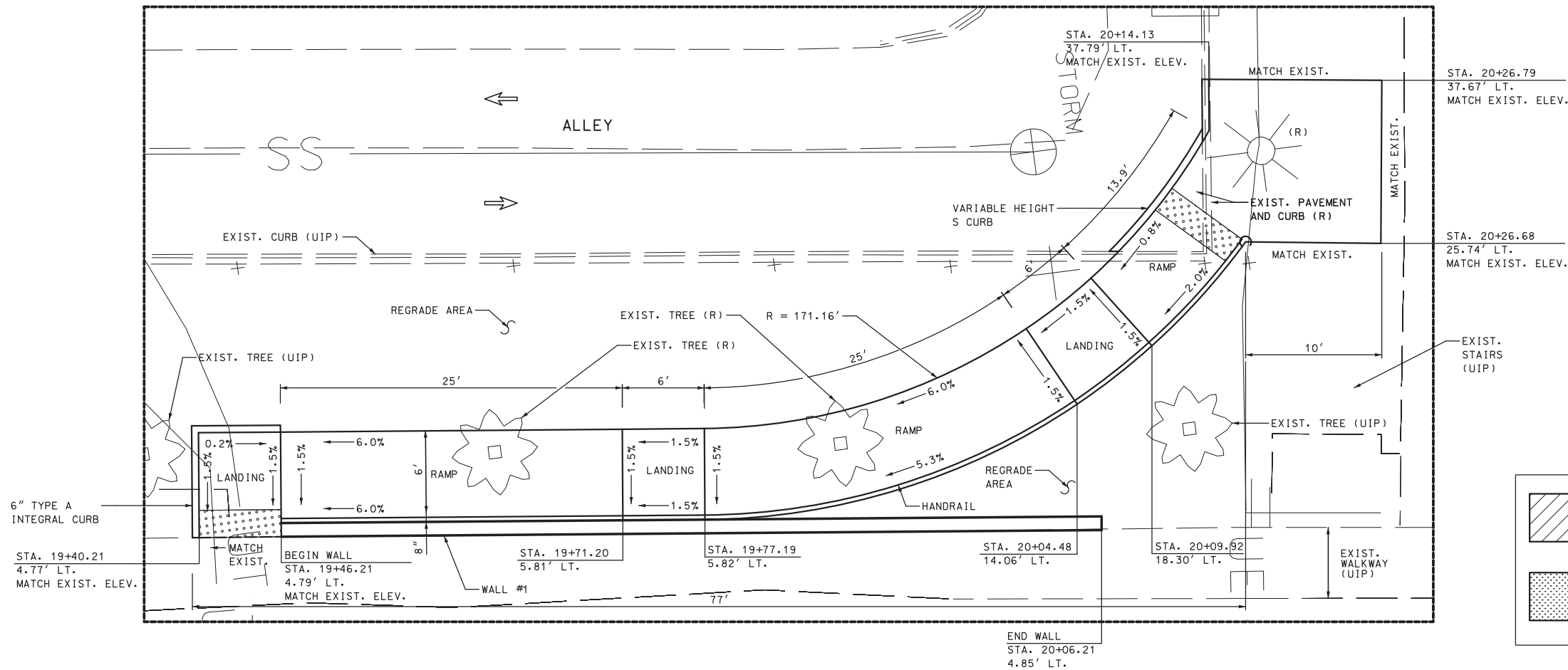
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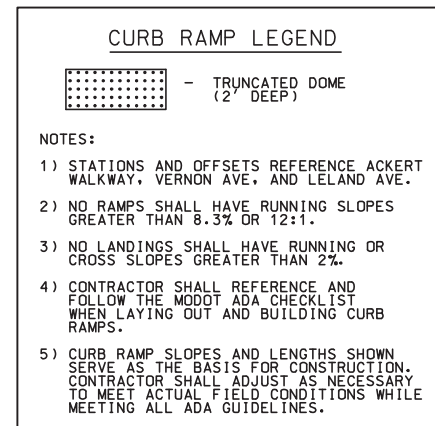
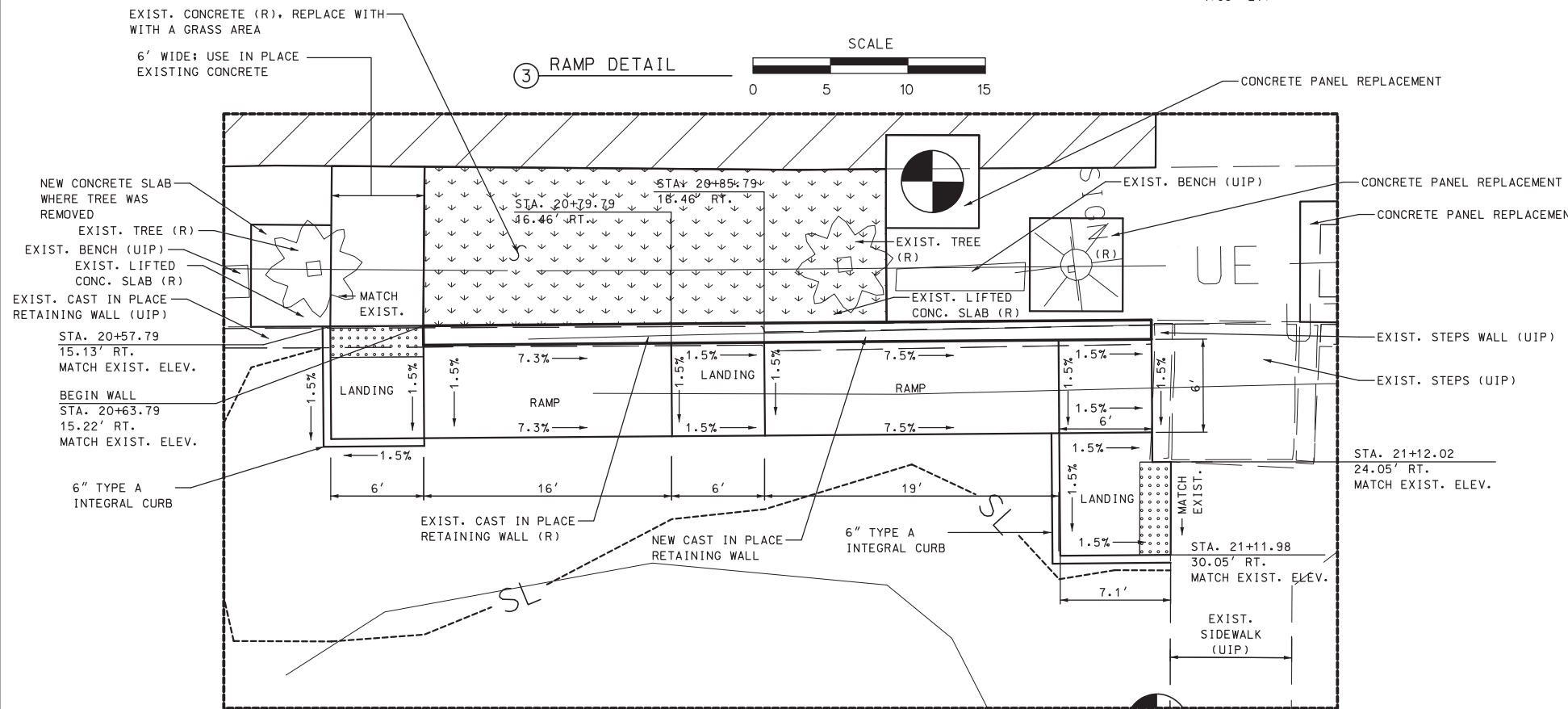
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② RAMP DETAIL
 SCALE 0 5 10 15



③ RAMP DETAIL
 SCALE 0 5 10 15



REVISIONS

NUMBER	BY	DATE

PLAN SHEET
 SHEET 4 OF 5

UNIVERSITY CITY, MISSOURI
 ACKERT WALKWAY IMPROVEMENTS
 TAP-5402(617)



DATE: 10/23/2018
 JOB No: 18401-10-00
 SHEET 6 OF 18

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REVISIONS

NUMBER	BY	DATE

PLAN SHEET

SHEET 5 OF 5

UNIVERSITY CITY, MISSOURI
ACKERT WALKWAY IMPROVEMENTS
TAP-5402(617)

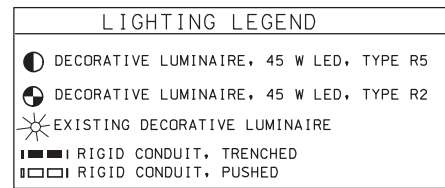
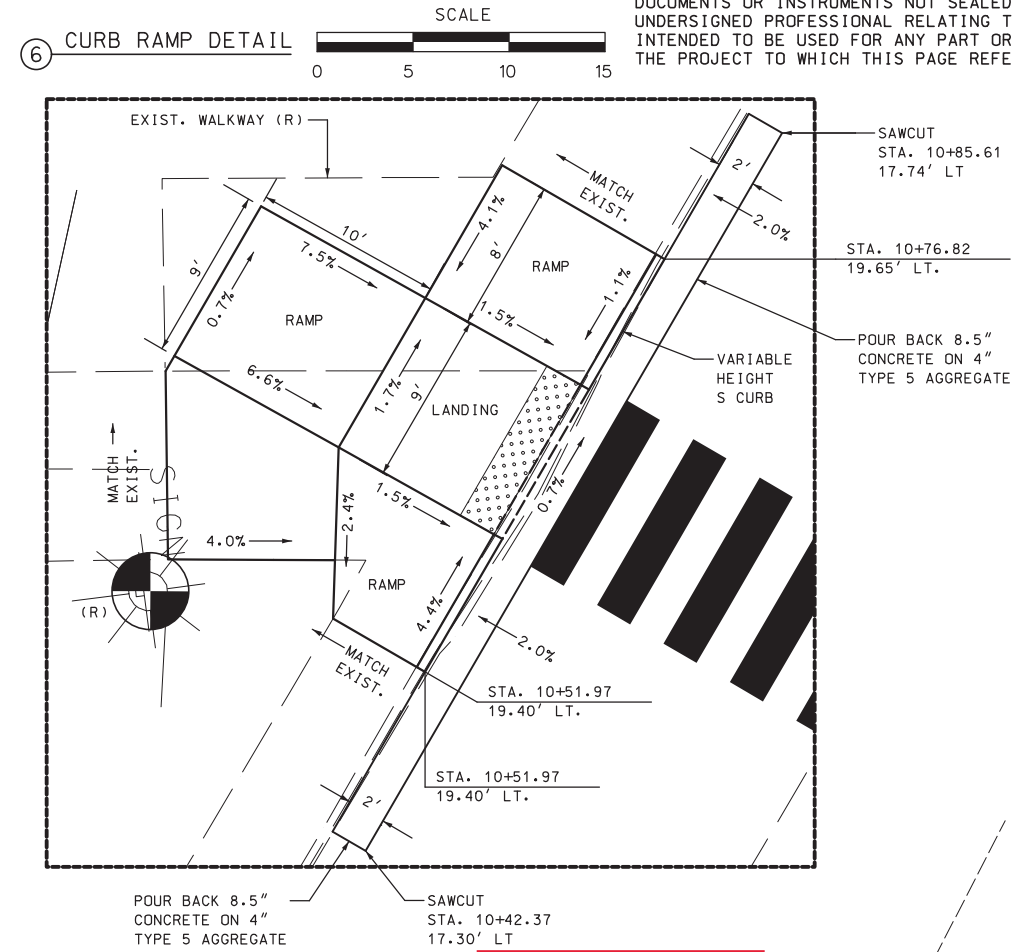
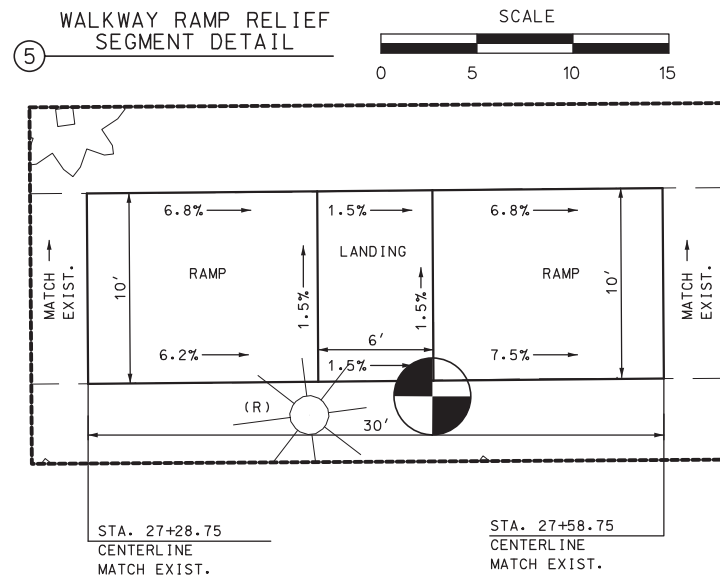
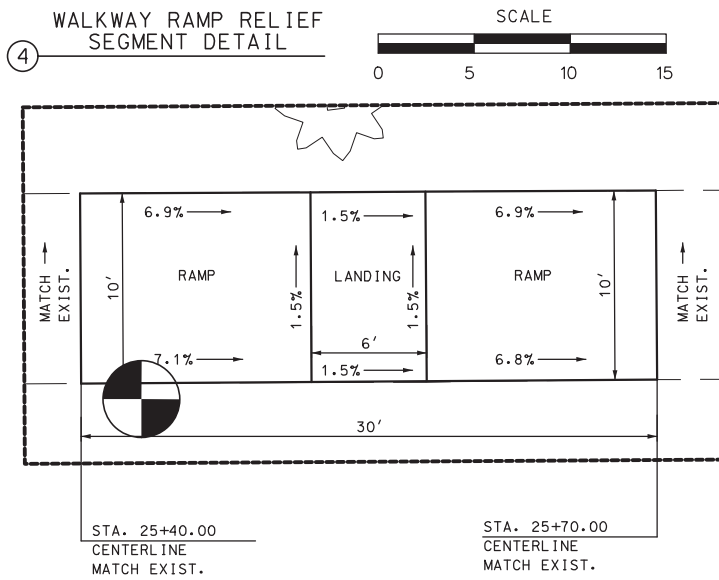


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ONE MEMORIAL DRIVE, SUITE 500
ST. LOUIS, MO 63102 (314) 436-5500
ENGINEERING CORPORATION - 000631

DATE: 10/23/2018

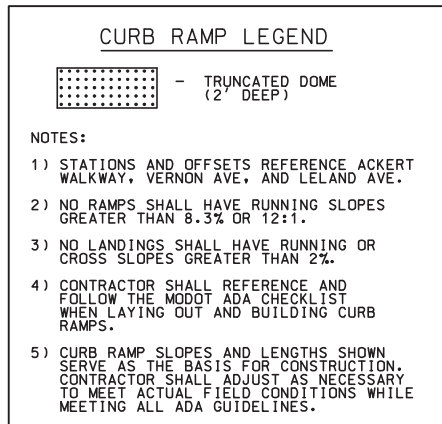
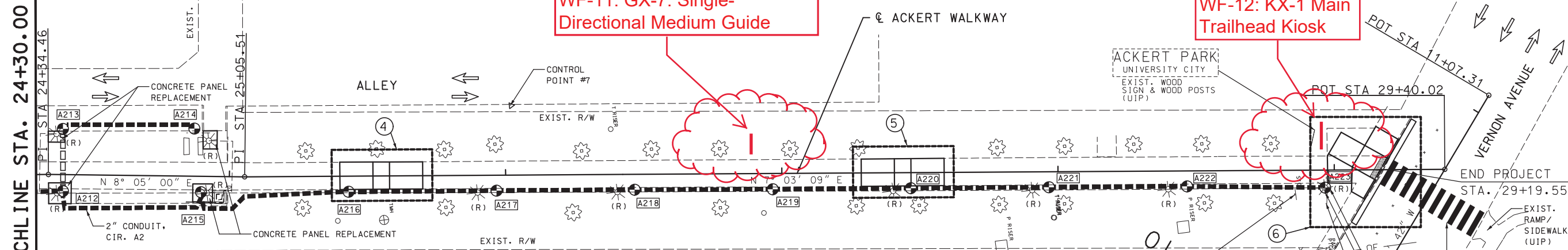
JOB No: 18401-10-00

SHEET 7 OF 18



WF-11: GX-7: Single-Directional Medium Guide

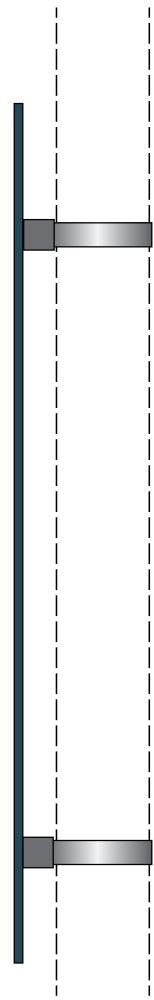
WF-12: KX-1 Main Trailhead Kiosk



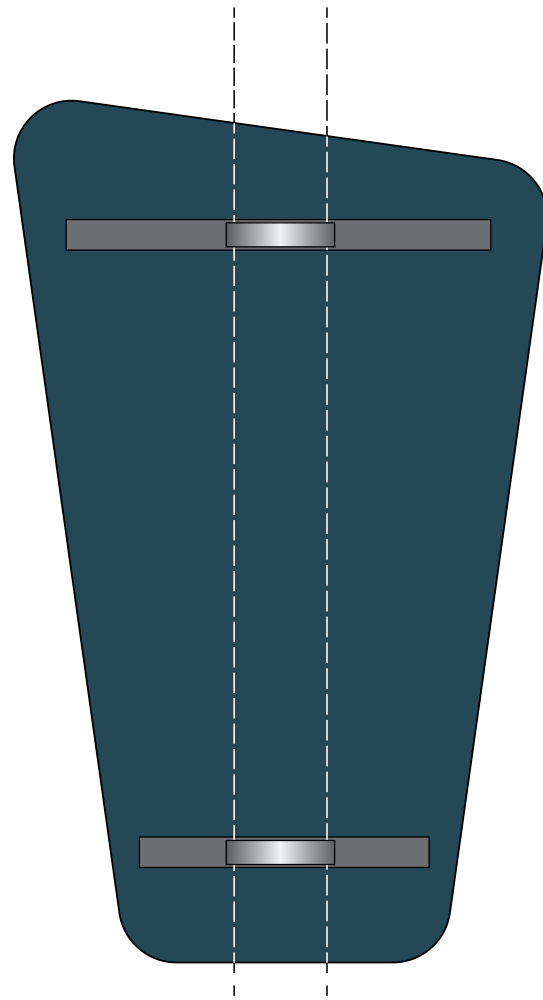
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Sign WF-1

Mount on Existing Pole

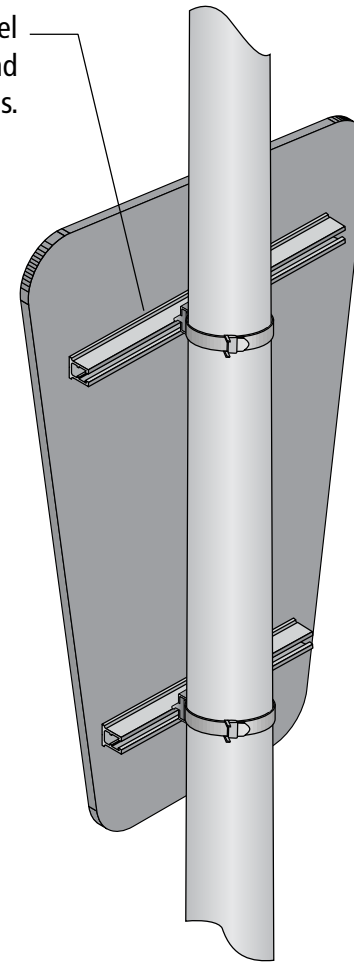


Side View



Back View

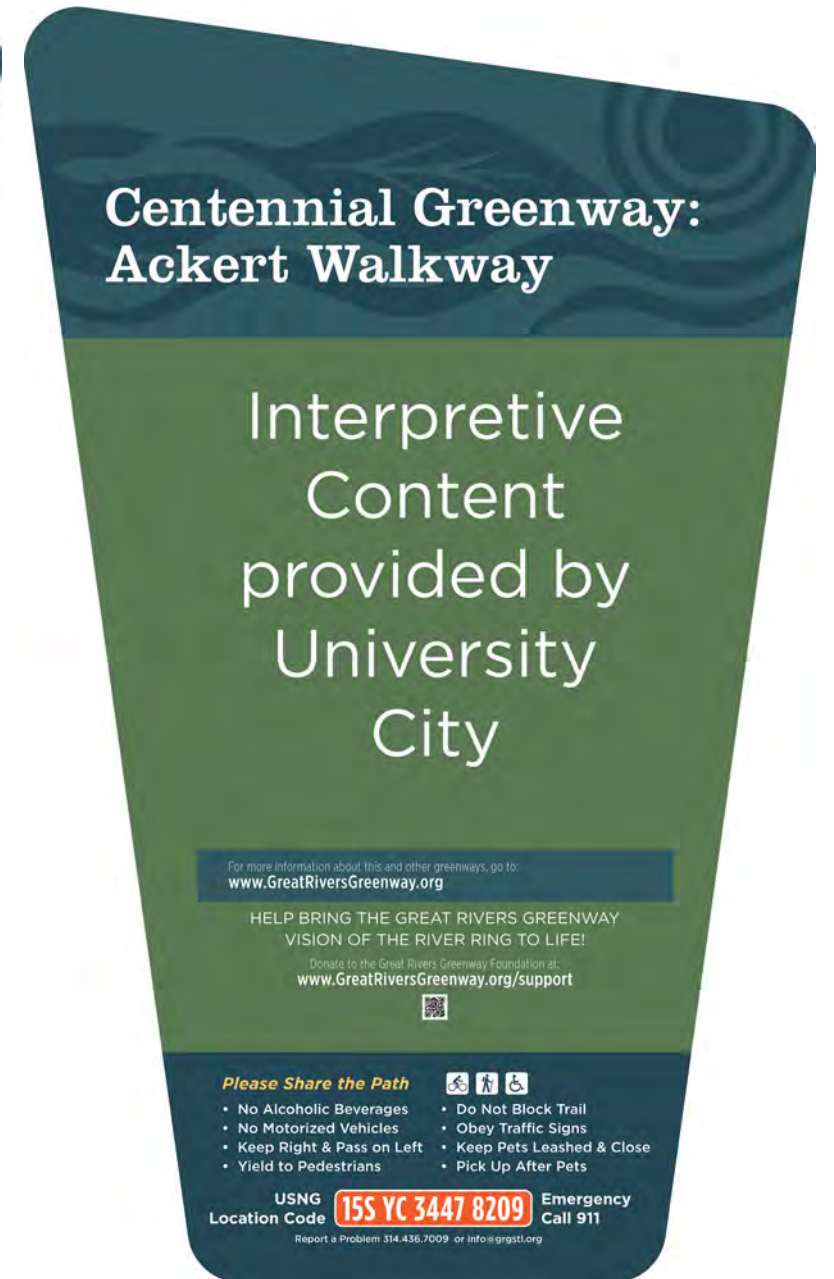
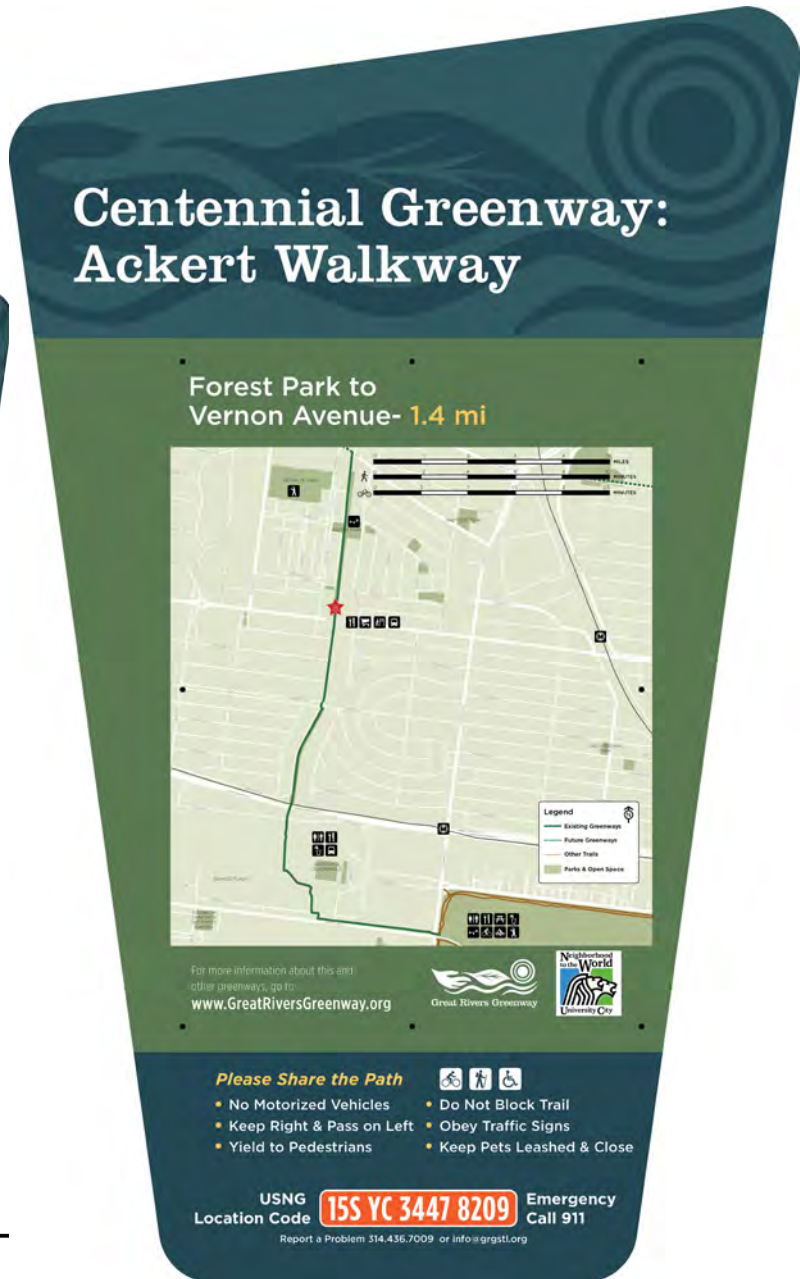
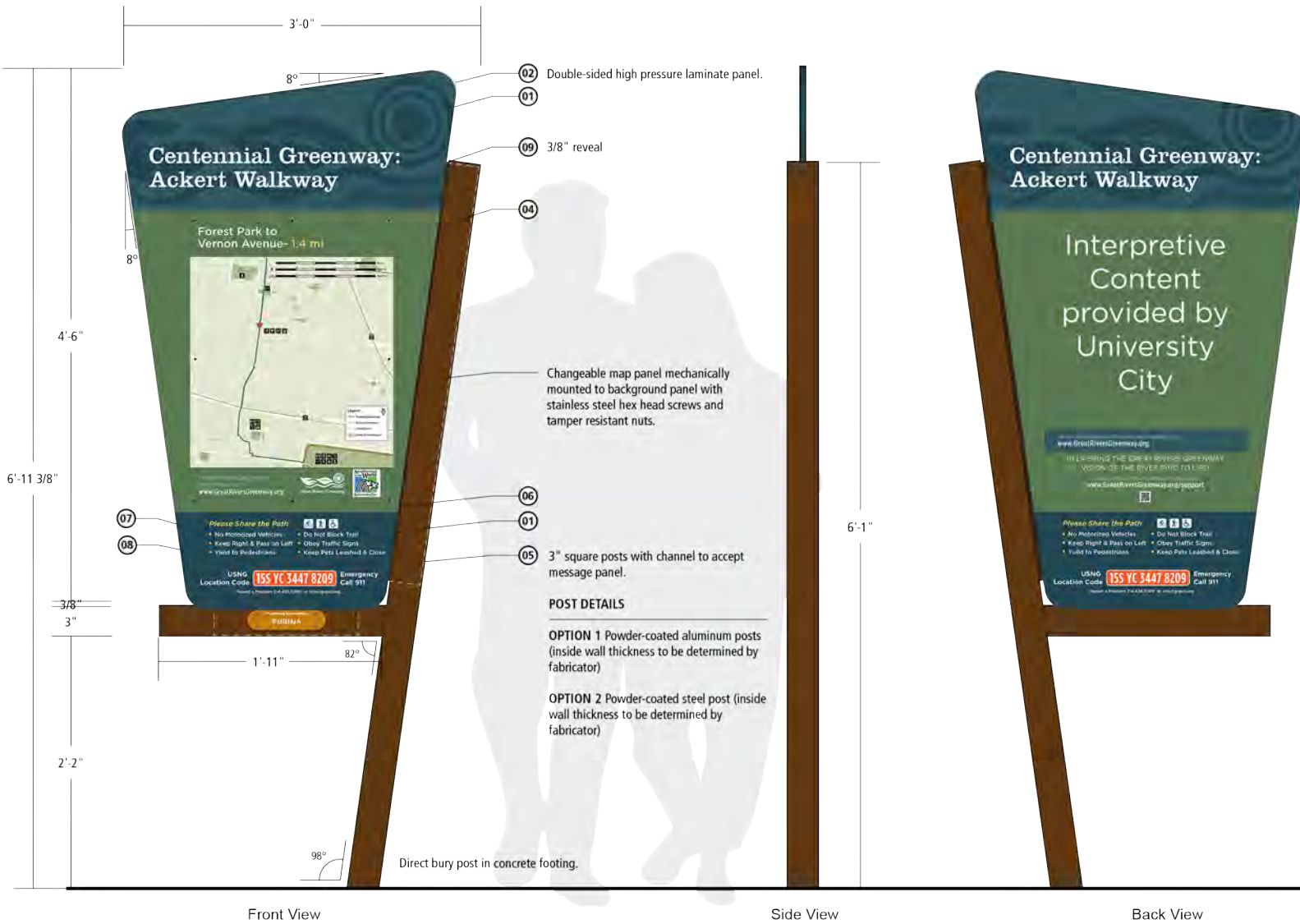
Attach extrusion to sign panel with 3M VHB 9473PC tape and full length plug or fillet welds.



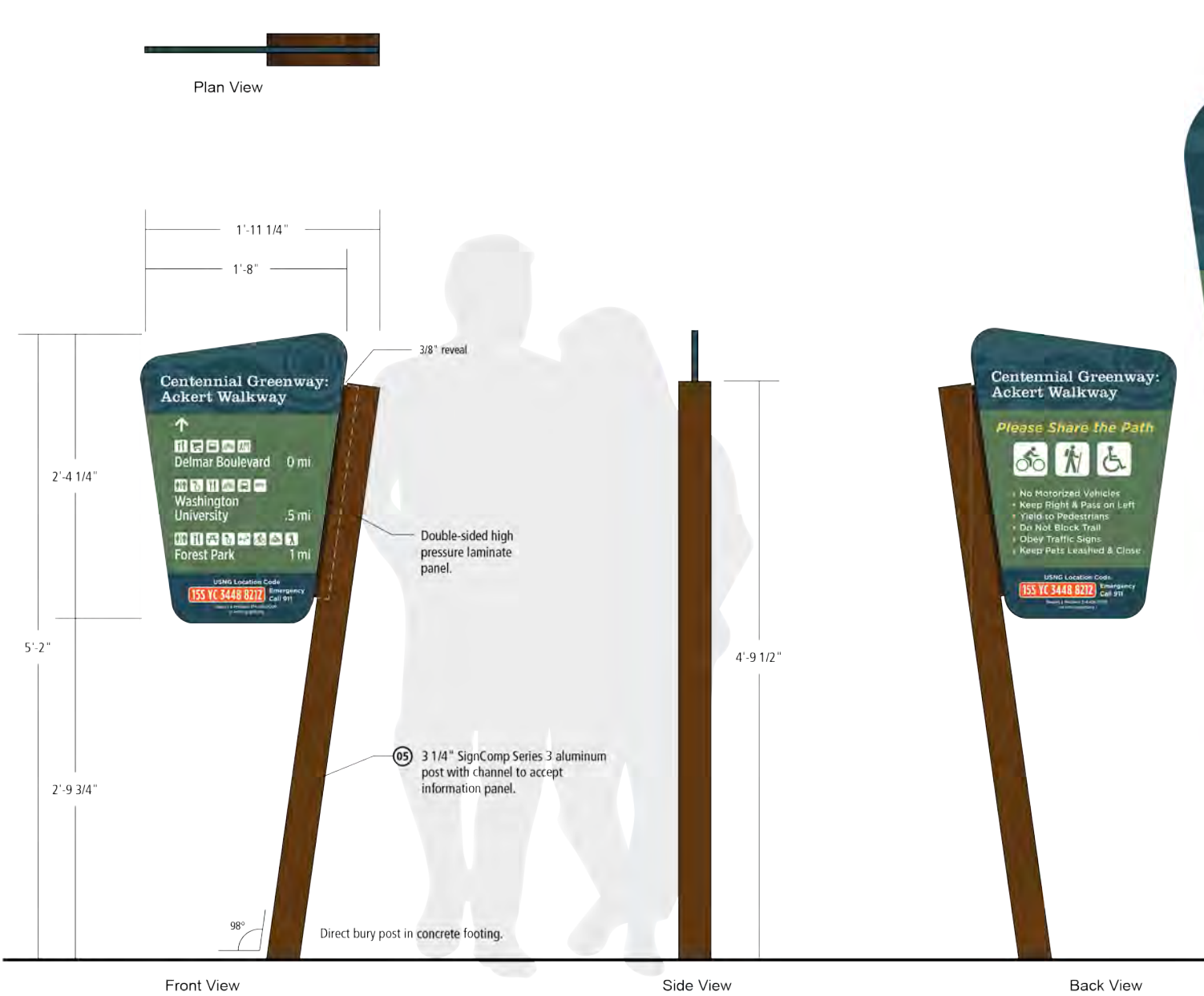
Back Isometric View



Sign WF-2



Sign WF-3



Centennial Greenway: Ackert Walkway

↑

Delmar Boulevard 0 mi

Washington University .5 mi

Forest Park 1 mi

USNG Location Code
15S YC 3448 8212 Emergency Call 911

Report a Problem 314.436.7009 or info@grgstl.org

Centennial Greenway: Ackert Walkway

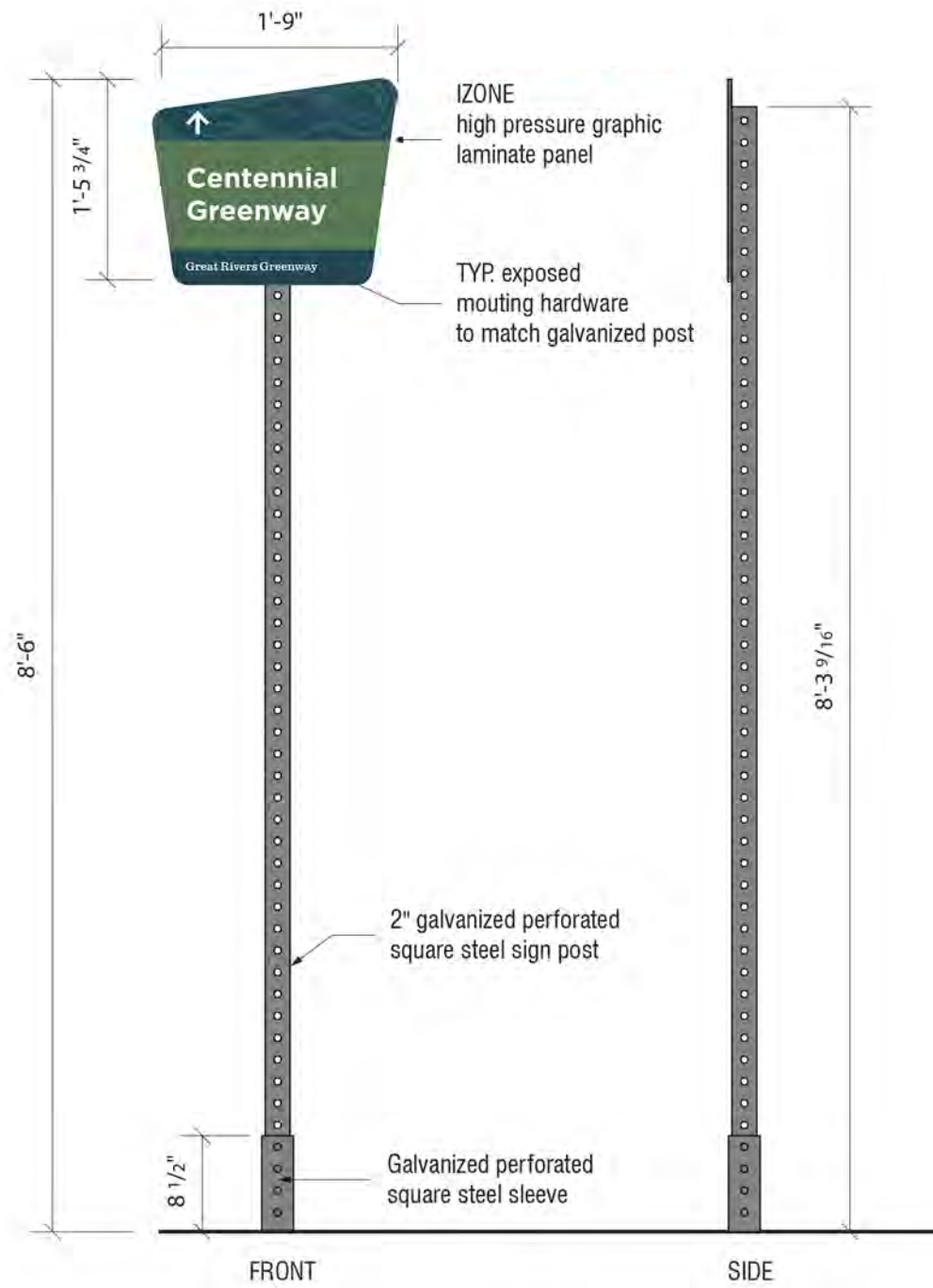
Please Share the Path

• Alcoholic Beverages Prohibited
• No Motorized Vehicles
• Keep Right & Pass on Left
• Yield to Pedestrians
• Do Not Block Trail
• Obey Traffic Signs
• Keep Pets Leashed & Close
• Pick Up After Pets

USNG Location Code
15S YC 3448 8212 Emergency Call 911

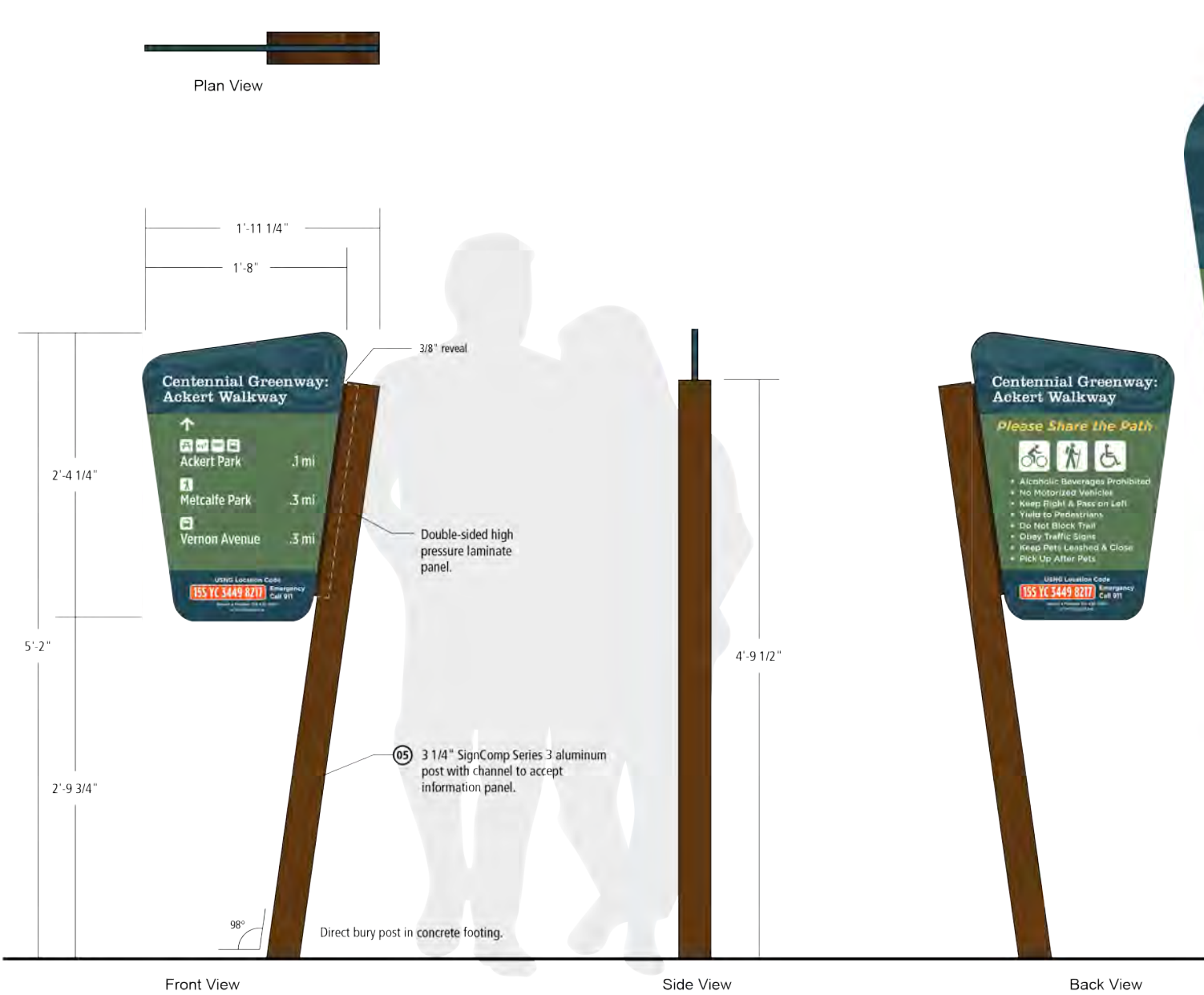
Report a Problem 314.436.7009 or info@grgstl.org

Sign WF-4



1 FRONT ELEVATION - SIGN FACE LAYOUT
3/4" = 1'-0"

Sign WF-5



Centennial Greenway: Ackert Walkway

↑

Ackert Park .1 mi

Metcalfe Park .3 mi

Vernon Avenue .3 mi

USNG Location Code
15S YC 3449 8217 Emergency Call 911

Report a Problem 314.436.7009 or info@grgstl.org

Centennial Greenway: Ackert Walkway

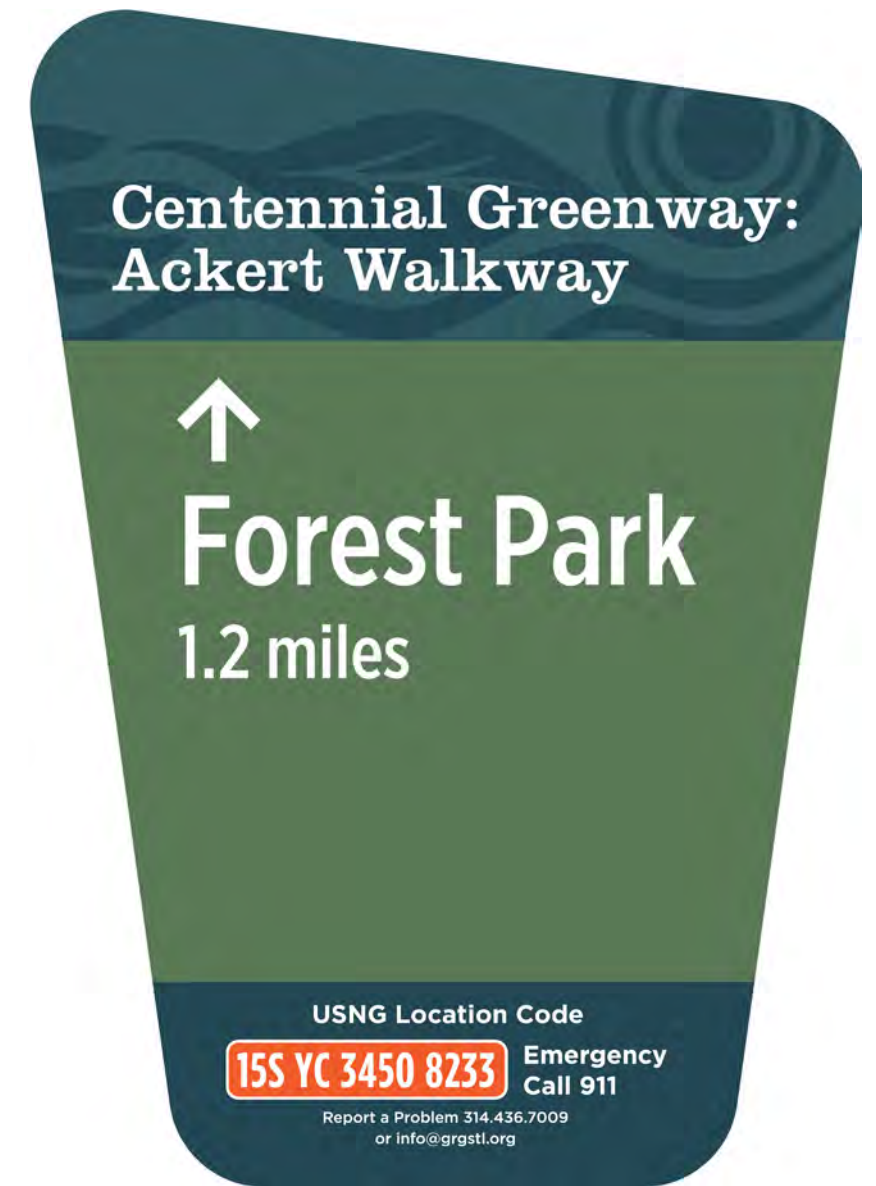
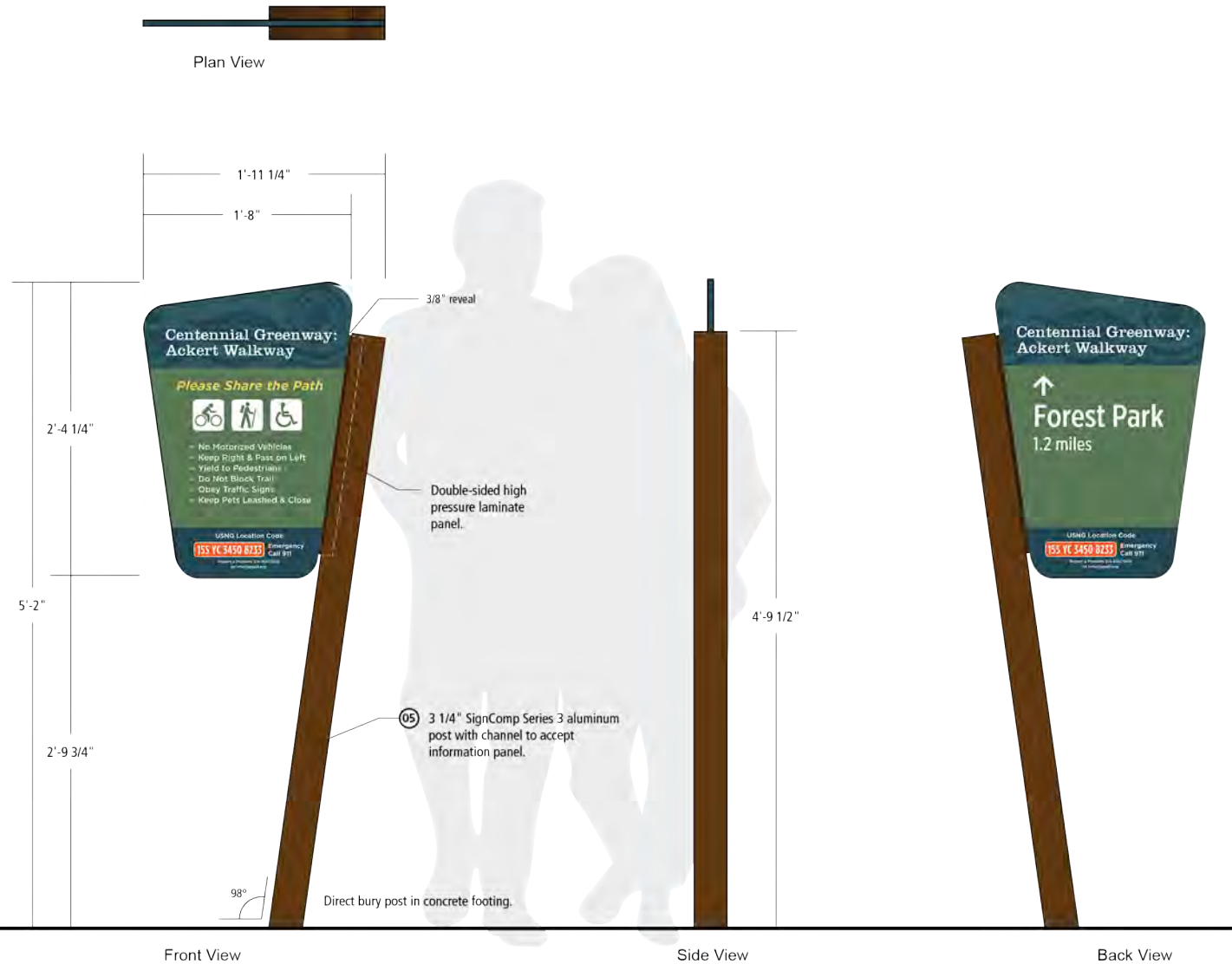
Please Share the Path

- Alcoholic Beverages Prohibited
- No Motorized Vehicles
- Keep Right & Pass on Left
- Yield to Pedestrians
- Do Not Block Trail
- Obey Traffic Signs
- Keep Pets Leashed & Close
- Pick Up After Pets

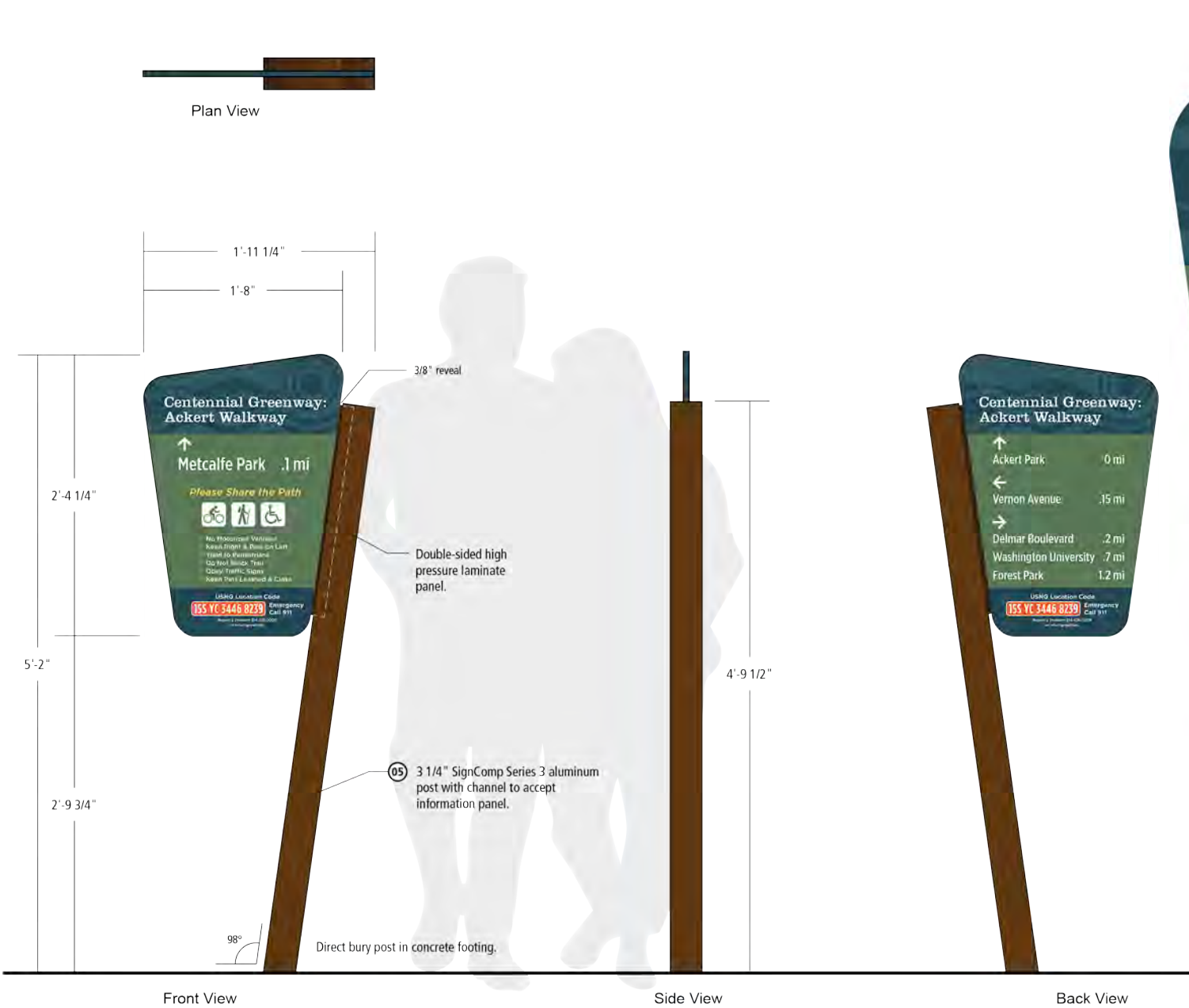
USNG Location Code
15S YC 3449 8217 Emergency Call 911

Report a Problem 314.436.7009 or info@grgstl.org

Sign WF-6



Sign WF-7



Centennial Greenway: Ackert Walkway

↑
Metcalfe Park .1 mi

Please Share the Path

- Alcoholic Beverages Prohibited
- No Motorized Vehicles
- Keep Right & Pass on Left
- Yield to Pedestrians
- Do Not Block Trail
- Obey Traffic Signs
- Keep Pets Leashed & Close
- Pick Up After Pets

USNG Location Code
15S YC 3446 8239 Emergency Call 911

Report a Problem 314.436.7009 or info@grgstl.org

Centennial Greenway: Ackert Walkway

↑ Ackert Park 0 mi

← Vernon Avenue .15 mi

→ Delmar Boulevard .2 mi

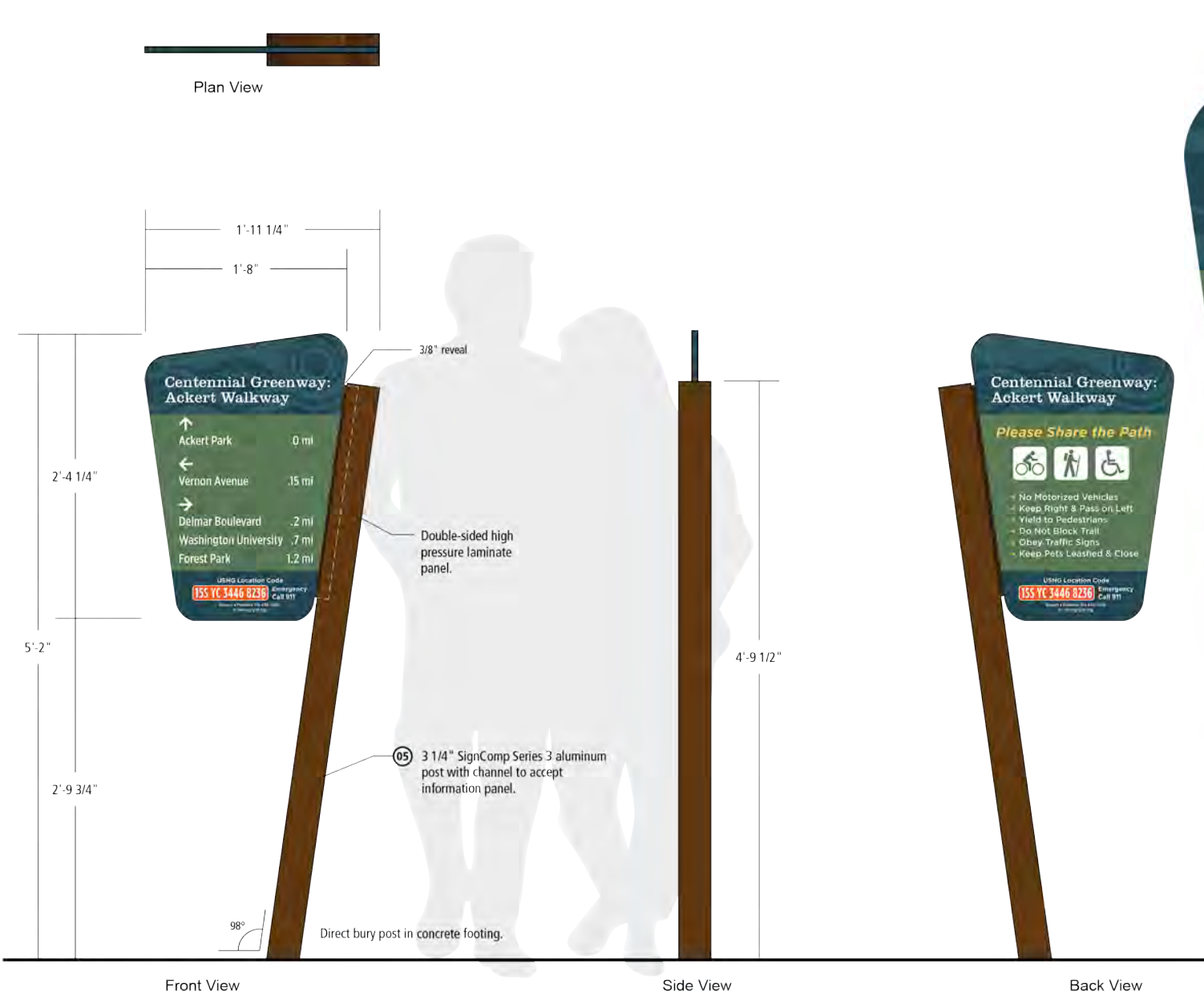
Washington University .7 mi

Forest Park 1.2 mi

USNG Location Code
15S YC 3446 8239 Emergency Call 911

Report a Problem 314.436.7009 or info@grgstl.org

Sign WF-8



Centennial Greenway: Ackert Walkway

↑ Ackert Park 0 mi

← Vernon Avenue .15 mi

→ Delmar Boulevard .2 mi

Washington University .7 mi

Forest Park 1.2 mi

USNG Location Code
15S YC 3446 8236 Emergency Call 911

Report a Problem 314.436.7009 or info@grgstl.org

Centennial Greenway: Ackert Walkway

Please Share the Path

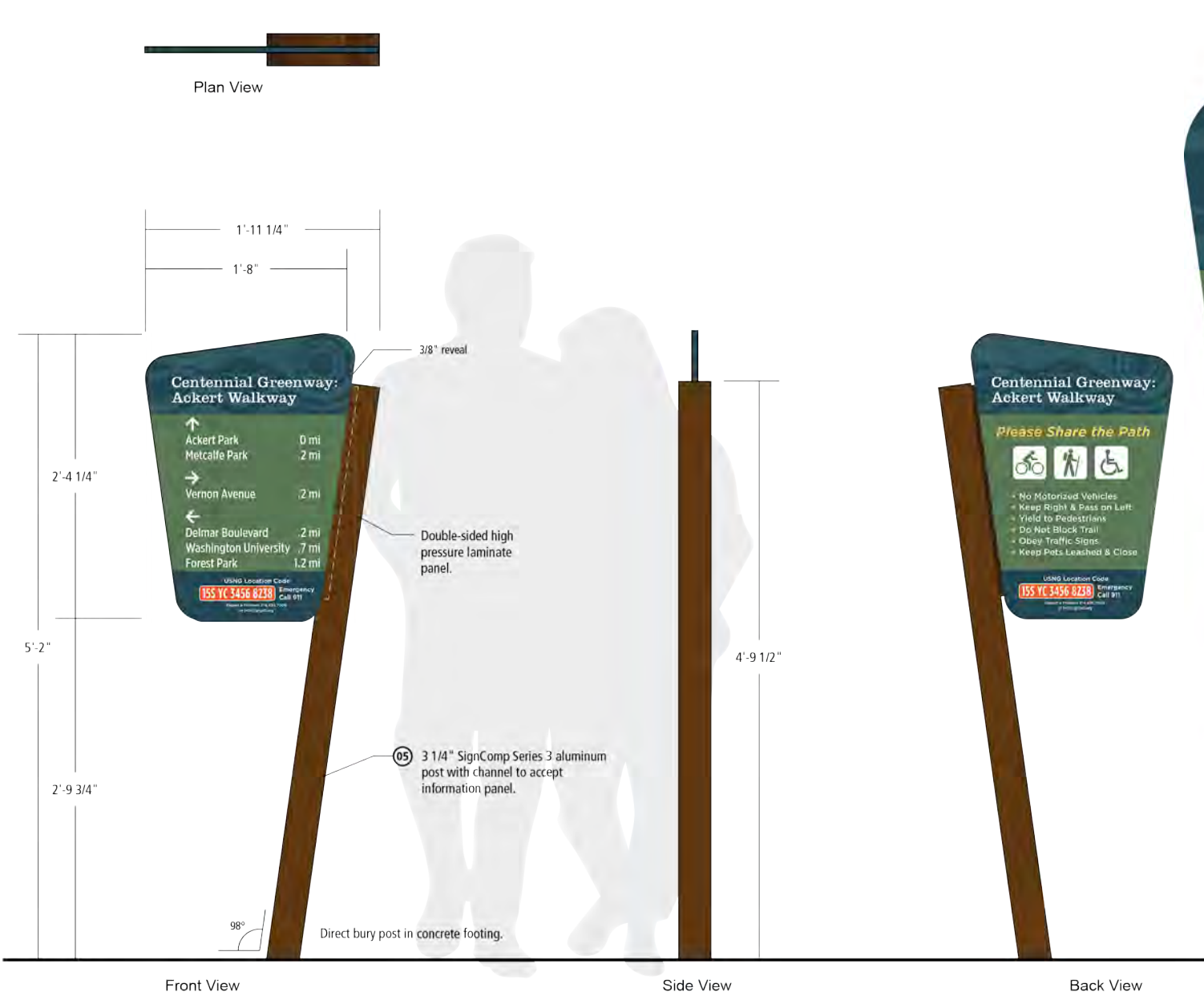
⚓ ⚓ ⚓

- Alcoholic Beverages Prohibited
- No Motorized Vehicles
- Keep Right & Pass on Left
- Yield to Pedestrians
- Do Not Block Trail
- Obey Traffic Signs
- Keep Pets Leashed & Close
- Pick Up After Pets

USNG Location Code
15S YC 3446 8236 Emergency Call 911

Report a Problem 314.436.7009 or info@grgstl.org

Sign WF-9



Centennial Greenway: Ackert Walkway

↑

Ackert Park	0 mi
Metcalle Park	.2 mi

→

Vernon Avenue	.2 mi
---------------	-------

←

Delmar Boulevard	.2 mi
Washington University	.7 mi
Forest Park	1.2 mi

USNG Location Code
15S YC 3456 8238 Emergency Call 911

Report a Problem 314.436.7009 or info@grgstl.org

Centennial Greenway: Ackert Walkway

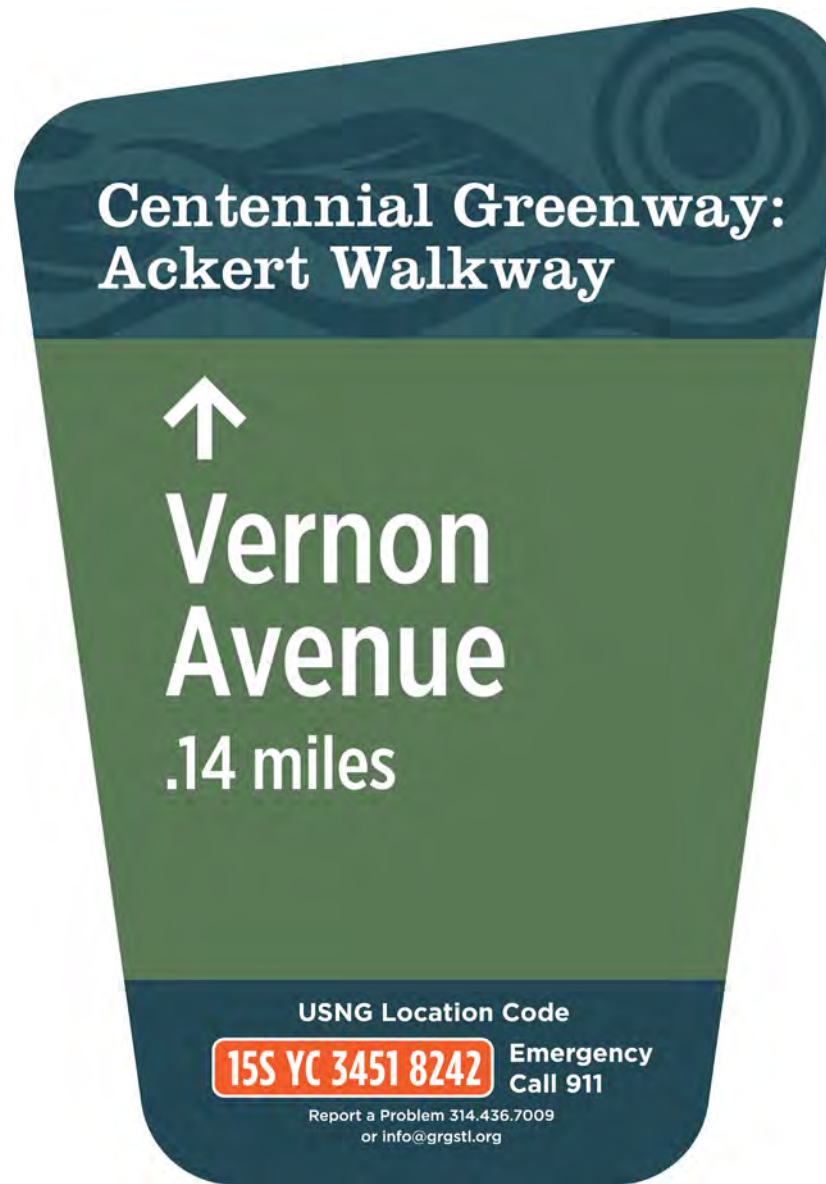
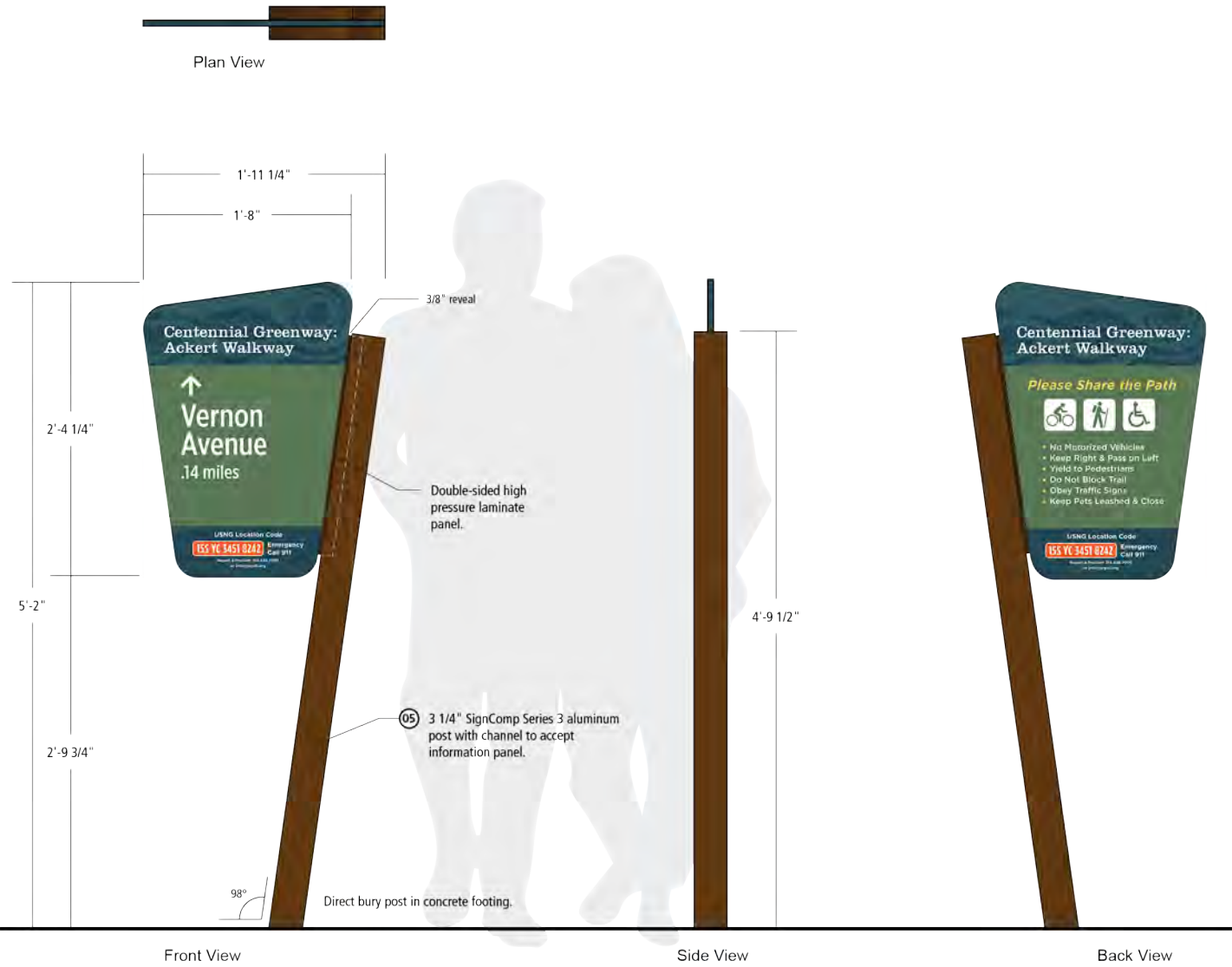
Please Share the Path

- Alcoholic Beverages Prohibited
- No Motorized Vehicles
- Keep Right & Pass on Left
- Yield to Pedestrians
- Do Not Block Trail
- Obey Traffic Signs
- Keep Pets Leashed & Close
- Pick Up After Pets

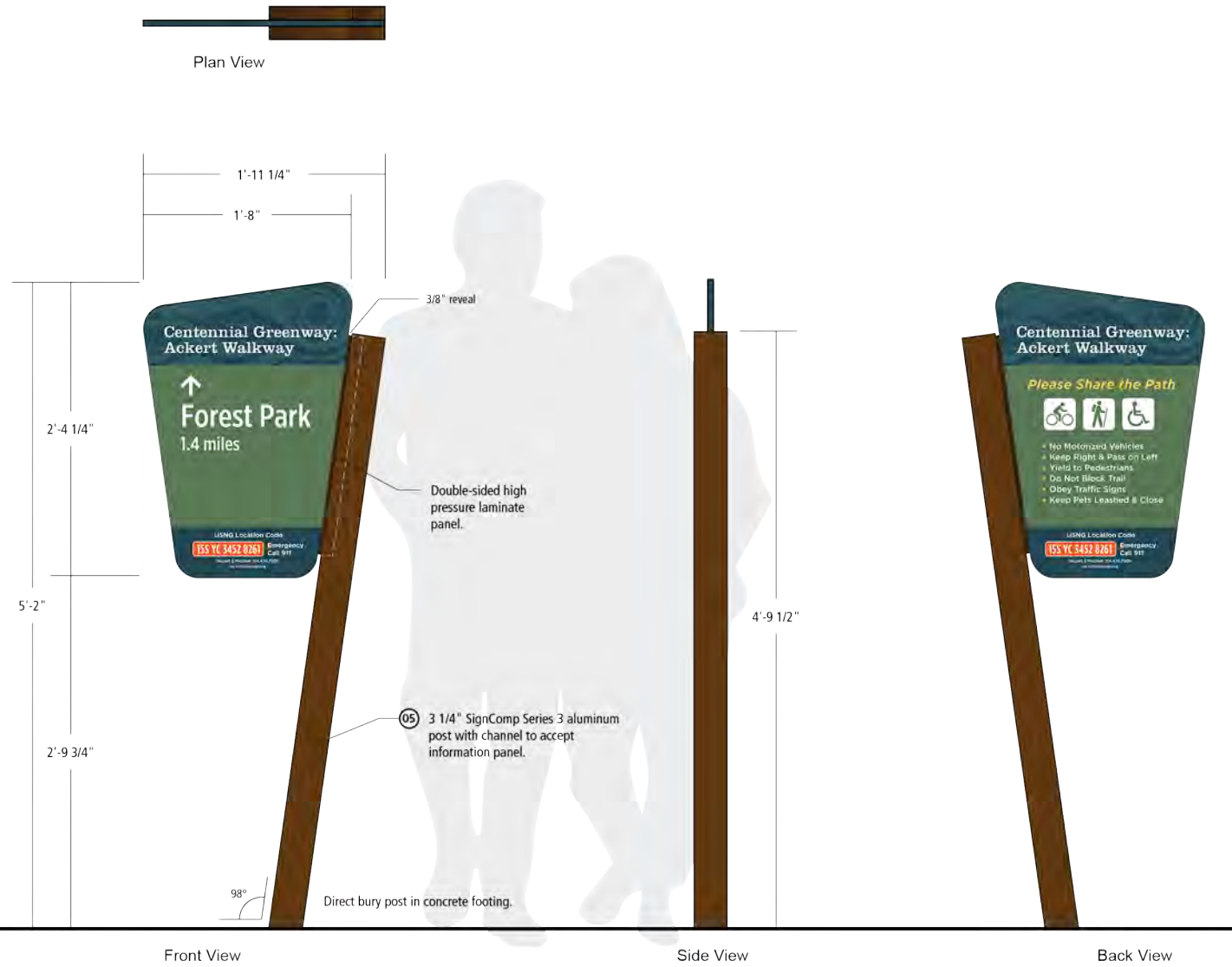
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Report a Problem 314.436.7009 or info@grgstl.org

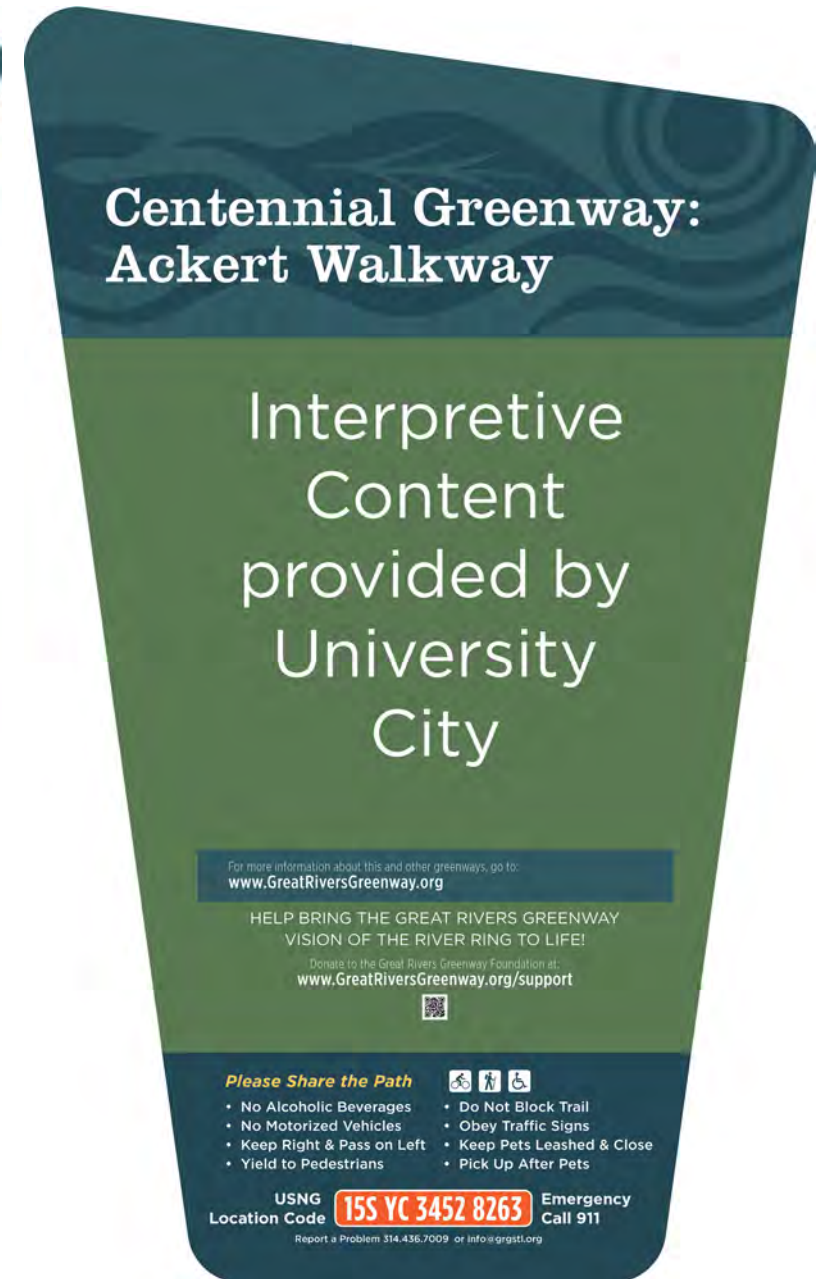
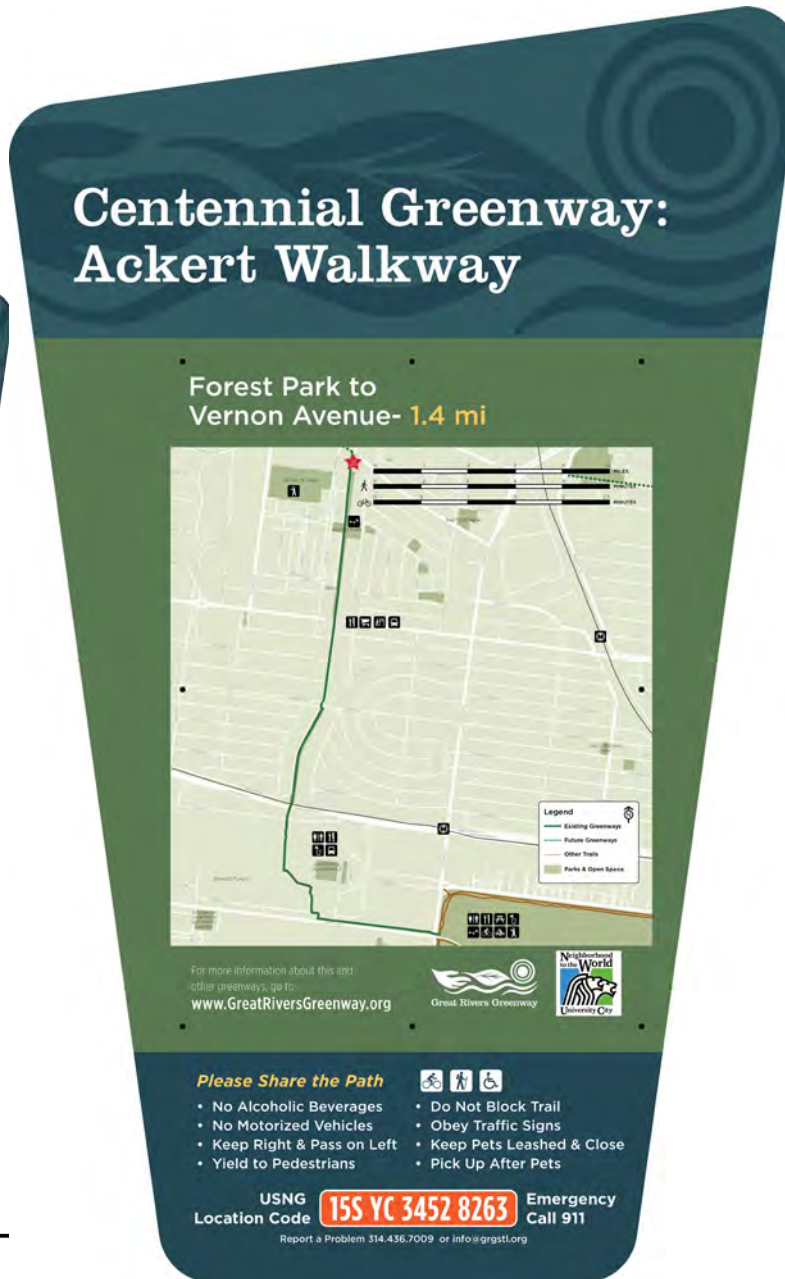
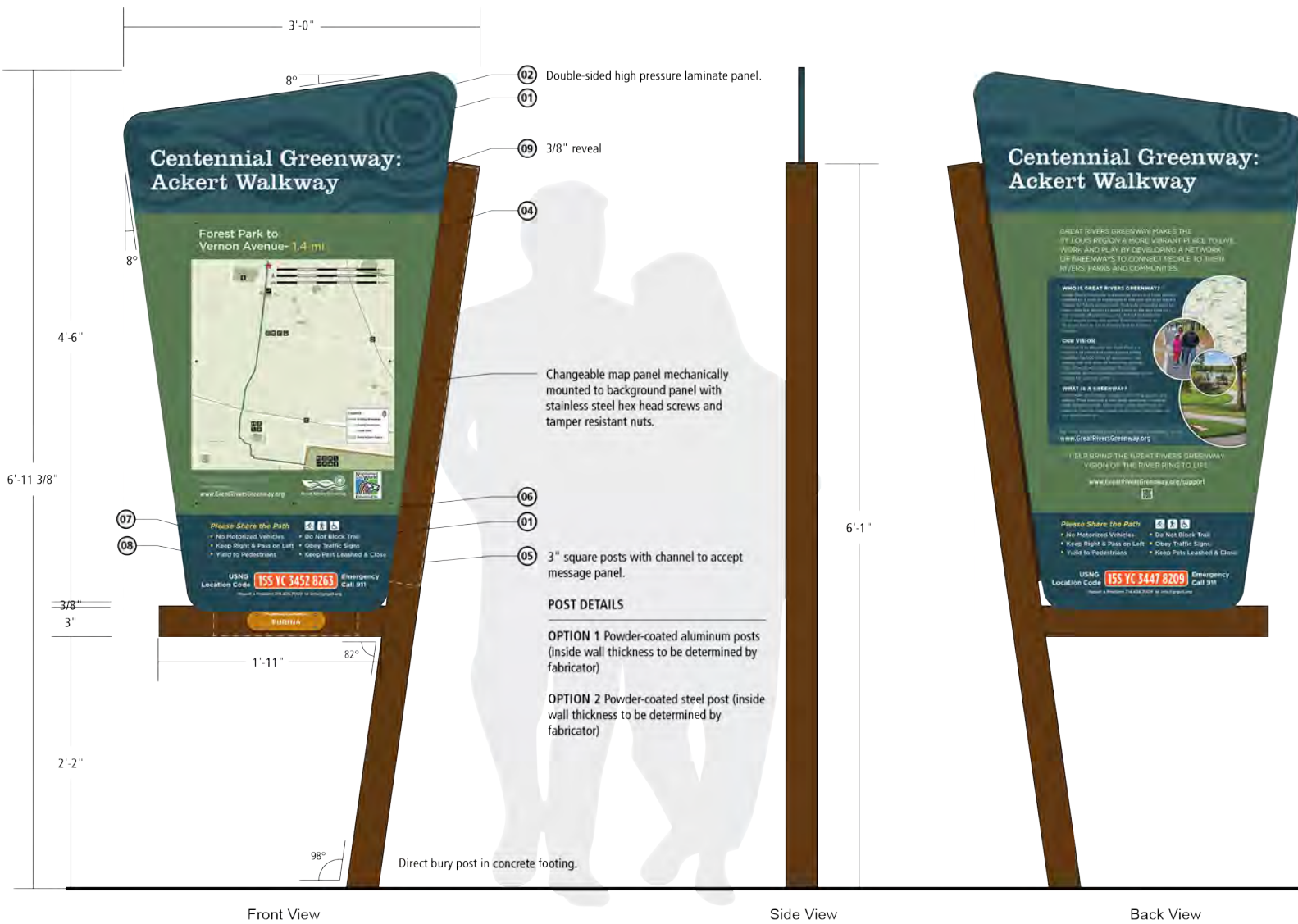
Sign WF-10



Sign WF-11



Sign WF-12





Council Agenda Item Cover

MEETING DATE: April 8, 2019

AGENDA ITEM TITLE: Materials Recovery Facility (MRF) Study Grant Agreement

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND REVIEW:

Since 2007, University City has been delivering its single stream recyclables to Republic Recycling for sorting and processing. Prior to 2007, University City provided curbside recycling and sorted and processed the materials at its own MRF.

Due to recent changes in single stream recycling markets, the option of re-opening the MRF has been considered. The structure, pit opening and chute openings are still in place. Staff is still present from the MRF operations and is knowledgeable about the operations. Additional costs for equipment, labor, fleet, and structural improvements need to be determined, as does the revenue from recyclable materials.

Kirkwood, Brentwood, and Valley Park have expressed interest in investing in and utilizing the MRF if opened by University City.

In December 2018 the City applied for funding from the St. Louis Jefferson Solid Waste Management District (SWMD) for a feasibility Study for reopening the MRF. The City was awarded \$24,000 in funds for the study to be performed.

RECOMMENDATION:

It is recommended that the City Council grant authority to the City Manager to sign the grant agreement for \$24,000 with a \$2,772 in-kind City match of which 100% is designated as personnel costs.

ATTACHMENTS:

1. Financial Assistance Agreement

ST. LOUIS-JEFFERSON SOLID WASTE MANAGEMENT DISTRICT

FINANCIAL ASSISTANCE AGREEMENT

WHEREAS, City of Univeristy City ("Recipient"), has submitted an application to the St. Louis-Jefferson Solid Waste Management District ("District") for financial assistance to carry out its proposed project, including a work plan, timetable for performance and proposed budget; and

WHEREAS, the District is willing to provide financial assistance, subject to the terms and conditions herein;

NOW, THEREFORE, the parties do hereby mutually agree, as follows:

1. Recipient agrees to perform the work, as specified in the Scope of Work, attached hereto as Attachment A and hereby made a part hereof, for the project entitled Materials Recovery Facility – Feasibility Study in accordance with the timetable set forth in the Scope of Work.
1. Disbursement of funds hereunder up to a maximum of Award Amt shall be \$24,000.00 made in accordance with the project budget and the terms and conditions for reimbursement as set out in Attachment B, attached hereto and hereby made a part hereof. Recipient understands and agrees that Recipient is responsible for all costs and expenses over and above the maximum amount set forth in this Paragraph that may be required to complete the Scope of Work attached hereto.
2. Recipient shall comply with the terms and conditions set forth in Attachment C attached hereto and hereby made a part hereof.
3. The Agreement between District and Recipient includes this Agreement and Attachments and Exhibits hereto, the Request for Proposals issued November 8, 2018 and Recipient's Application. If there is any conflict between such documents, this Agreement and the Attachments and Exhibits hereto shall prevail.
4. This Agreement shall be in effect for a period of up to 18 months from the date of its execution by the parties hereto, and may be extended only with the written approval of both parties hereto; provided however, that the following obligations and authority shall survive expiration and termination of this Agreement: (a) the utilization of equipment or building or site improvements that are acquired for the Project with funds provided in whole or in part by District for a certain period of time as set forth in the Scope of Work; (b) the management and the rights and powers of District to enforce the obligations of Recipient with regard to security interests in equipment or building or site improvements that are acquired for the Project with funds provided in whole or in part by District; and (c) reporting obligations of Recipient.

5. There shall be no changes to this Agreement or the Attachments and Exhibits hereto without the written approval of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the dates(s) reflected below.

**ST. LOUIS-JEFFERSON SOLID WASTE
MANAGEMENT DISTRICT**

By _____
Chairman, Executive Board

Date

Gregory Rose, City Manager

By _____
Authorized Official

Date

ATTACHMENT A

Scope of Work

The purpose of the "Materials Recovery Facility – Feasibility Study" project is to determine the feasibility and sustainability of re-activating an idle, municipal materials recovery facility in order to provide additional single stream recyclables processing for the city and others.

- A. The recipient shall perform the following tasks in accordance with the terms of this agreement:
1. The Project Manager must attend a Grant Administration meeting with District staff within 30 days from the date that the Agreement is returned to the Recipient.
 2. City of University will describe current program efforts and provide documentation of current status of the program, including current levels of waste diversion, if applicable. This information will be included in the first quarterly report to the District.
 3. City of University City will utilize a request for proposal process within 90 days and shall hire an engineering consultant within 120 days the Agreement is returned to the Recipient and begin to review operating costs, revenue streams and structural analysis within 180 days from the date the Agreement is returned to the Recipient. A copy of the engineering report and recommendations shall be provided to the District within 300 days from the date the Agreement is returned to the Recipient.
 4. City of University City shall document all personnel hours directly related to this project, if such hours are included in this agreement and are the result of District funding or are used as match funding and shall provide that information in quarterly reports to the District.
 5. Credit must be given to the St. Louis-Jefferson Solid Waste Management District and the Missouri Department of Natural Resources as funding sources on all equipment purchased and on any informational and educational materials produced in conjunction with this project, if District funds are used for their production. The logos of both the St. Louis-Jefferson Solid Waste Management District and the Missouri Department of Natural Resources must appear on all materials produced in any media in conjunction with this project.
 6. Data shall be maintained on projected operating costs and revenue streams and that information shall be included in each quarterly report to the District. The final report submitted to the District shall contain a final analysis of this project, including discussion of feasibility of reopening the materials recovery facility.
 7. City of University City will provide quarterly reports and a final report to the District in accordance with the District's Quarterly Reporting Guidelines. These reports will include discussions of project progress, problems encountered, tonnages diverted from the waste stream if applicable, as well as documentation of all project expenditures. Reports shall begin to be due 105 days from the date that the agreement is returned to the recipient and every three months thereafter until the project is completed. No reimbursements will be made if the recipient is not in compliance with all District reporting requirements.
 8. Prior written approval from the District must be obtained before any changes are made to the original grant agreement. The District reserves the right to withhold reimbursements in the absence of any such amendment(s).

- B. Recipient shall provide one copy of a quarterly expenditure and progress report to the District. The report shall be filed with the District no later than 105 days from the date the agreement is returned to the recipient, and every three months thereafter.

The report shall be on paper made of at least 30% post-consumer content and double sided. Each report shall contain the following information:

1. The details of progress for project activities, compared against the program objectives.
2. Problems encountered in project execution and solutions pursued.
3. Tonnages of each recyclable diverted from waste stream, if applicable.
4. Itemized report of expenditures, including match expenditures, which shall be reported on the form supplied by the district as Grant Project Expense Ledger. If applicable, lien waivers shall be attached to the Expense Ledger form.
5. With each Request for Reimbursement, please submit invoice for payment provided by the District. All required supporting documentation should be included
6. Any printed materials produced in conjunction with the project and paid for with District funds along with a copy of the approval letter from the District's Public Information Officer.
7. Such other information as is necessary to indicate the progress of the project and its impact.
8. Competitive bidding and purchasing documentation, per District purchasing procedures, must be completed for each piece of equipment or service that is purchased. Minority Business Enterprise and Women's Business Enterprise utilization must be noted on the Bid Summary Form. The written "approval to purchase" notice from the District must be included in the quarterly expenditure and progress report(s).
9. Failure to submit a quarterly report constitutes a breach of this Agreement and is grounds for withholding any subsequent reimbursements.

- C. Recipient shall provide to the District a final report within fifteen (15) days of the project completion date containing a compilation of the information provided in the quarterly reports, together with a comparison of actual accomplishments to the goals established for the project and reasons why such goals were either not met or were exceeded. A critique of the program's strengths and weaknesses and information as to any plans to expand the program shall be included. Failure to submit a final report constitutes a breach of this Agreement and is grounds for withholding final reimbursement.

- D. Where buildings, site improvements or equipment have been acquired for the Project with funds provided in whole or in part by the District and title thereto is vested in the Recipient, the Recipient shall provide to the District, following the expiration of the term of this Agreement, semi-annual reports on the use of the equipment or site improvement and its effectiveness in the on-going program for which the equipment is being used and its condition. The first such report shall be filed with the District six (6) months following the end of the term of this Agreement and succeeding reports shall be filed every six (6) months thereafter until such time as the security interest of the District has been terminated. Data on the types and amounts of material diverted from the waste stream must also be reported every six (6) months until such time as the security agreement has been terminated.

- E. Jennifer Wendt shall serve as Project Manager and be the liaison to the District. The Project Manager can be reached at 6801 Delmar Blvd., University City, MO 63130 or by phone at 314-505-8562. The District must be notified within seven working days of any change in the project manager.

2019 PROJECT BUDGET

Company Name: City of University City
 Project: Materials Recovery Facility - Feasibility Study

L-2019-055

SUMMARY

	Sub-categories	Grant Funds Awarded	Match Funds Provided	District & Match Funds
A	Personnel	\$ -	\$ 2,772.40	\$ 2,772.40
B	Equipment	\$ -	\$ -	\$ -
C	Direct Cost	\$ -	\$ -	\$ -
D	Sub-Contracted Services	\$ 24,000.00	\$ -	\$ 24,000.00
	Total	\$ 24,000.00	\$ 2,772.40	\$ 26,772.40
				\$ -
	Percent Total	90%	10%	100%

A - PERSONNEL

	Existing Personnel - List Name New Personnel Position - List Position Description	Grant Funds Awarded	Match Funds Provided	District & Match Funds
1	Solid Waste Superintendent 40 hs @ \$35.57/hr	\$ -	\$ 1,422.90	\$ 1,422.90
2	Senior Project Manager 50 hs @ \$26.99/hr	\$ -	\$ 1,349.50	\$ 1,349.50
3		\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -
	Total	\$ -	\$ 2,772.40	\$ 2,772.40
				\$ -

B - EQUIPMENT

	Equipment	Grant Funds Awarded	Match Funds Provided	District & Match Funds
1		\$ -	\$ -	\$ -
2		\$ -	\$ -	\$ -
3		\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -
	Total	\$ -	\$ -	\$ -

C - DIRECT COSTS

	Itemized Expenses	Grant Funds Awarded	Match Funds Provided	District & Match Funds
1			\$ -	\$ -
2				\$ -
3		\$ -		\$ -
4		\$ -	\$ -	\$ -
	Total	\$ -	\$ -	\$ -

D - SUB-CONTRACTED SERVICES

	Service Type	Grant Funds Awarded	Match Funds Provided	District & Match Funds
1	Engineering Consultant	\$ 24,000.00	\$ -	\$ 24,000.00
2		\$ -	\$ -	\$ -
3		\$ -	\$ -	\$ -
	Total	\$ 24,000.00	\$ -	\$ 24,000.00

ATTACHMENT C
ST. LOUIS-JEFFERSON SOLID WASTE MANAGEMENT DISTRICT
General Terms and Conditions (May 2017)

I. Administrative Requirements

These general terms and conditions highlight requirements which are applicable to grants made by the St. Louis Jefferson Solid Waste Management District ("DISTRICT") and which are applicable to the Grantee. Terms used herein, such as equipment, buildings and site improvements and other terms defined by MDNR's Solid Waste Management Program General Terms and Conditions shall be defined in accordance with MDNR's Solid Waste Management Program General Terms and Conditions, as may be amended.

A. Method of Payment.

1. Each request for reimbursement must include copies of competitive bidding documentation, invoices, paid bills, cancelled checks, payrolls, time and attendance records, and any documentation as may be required by the DISTRICT. No request for reimbursement will be accepted by the DISTRICT if it does not contain all necessary documentation of expenditures or if the Grantee is not in compliance with the provisions of this Agreement and Terms and Conditions. No more than 85% of project funds shall be available for reimbursement by periodic requests for reimbursement. The remaining balance of project funds will be available for disbursement upon submittal by the Grantee of the final report within 15 days of the project completion date, its approval by the DISTRICT, completion of all requirements of this Agreement, and submittal of a final request for reimbursement.
2. All reimbursement requests must have the following certification by the authorized Grantee official: I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made or will be made in accordance with the grant and that payment is due and has not been previously requested.

- B. Retention and Custodial Requirements for Records.** The Grantee shall retain financial records, supporting documents, and other records pertinent to the grant period for three years starting from the date of acceptance of the final report by the DISTRICT and the Grantee's subsequent receipt of the official closure letter from the DISTRICT. If the DISTRICT holds any security interest in the project, this three-year retention period for records begins from the date that said security interest is released by the DISTRICT. Authorized representatives of the DISTRICT and the Missouri Department of Natural Resources shall have access to any pertinent books, documents, and records of Grantees in order to conduct audits or examinations. The Grantee agrees to allow monitoring and auditing by the DISTRICT and/or its authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3 -year period, the Grantee shall retain records until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3 - year period, whichever is later.

C. Program Income.

1. Grantees are encouraged to earn income to defray program costs. Program

income shall have the same meaning as defined by MDNR's Solid Waste Management Program General Terms and Conditions. Examples include fees for services performed, from the use or rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under the grant, and from payments of principal and interest on loans made with grant funds. Program income does not include items such as interest on grant funds, rebates, credits, discounts, or refunds. Program income earned as a result of DISTRICT grant funding is to be used to offset program costs. Program income may also be used as match or cost share funding if established by the DISTRICT through negotiation with the Grantee.

D. **Match or Cost Share Funding.** In general, match or cost sharing represents that portion of project costs not borne by DISTRICT appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are specifically identifiable to the project or program. Any in-kind match must be assigned a fair market value stated in dollars and the rationale used to calculate the value must be provided. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another DISTRICT grant agreement. Funds from another DISTRICT grant shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding may be established by the DISTRICT through negotiation with the Grantee. Signature by both the DISTRICT and Grantee on the grant signature form firmly affixes the match or cost sharing ratios. Full expenditure of Grantee match or cost share funding is required over the life of the grant. Grantee must invoice the DISTRICT, as required by the particular grant, and provide financial records for total expenditure of DISTRICT and match or cost share funding.
2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the grant may cause the Grantee to become ineligible to receive additional financial assistance from the DISTRICT. Failure to provide the required match may result in other enforcement remedies for non-compliance, as stated in Paragraph Y.

E. **Financial Management Systems.** The financial management systems of Grantees must meet the following standards:

1. **Financial Reporting.** Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant;
2. **Accounting Records.** Maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income, permit preparation of reports required by the DISTRICT, permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes;

3. Internal Control. Effective control and accountability must be maintained for all Grantee cash, real and personal property, and other assets. Grantees must adequately safeguard all such property and must assure that it is used for authorized purposes;
4. Budget Control. Actual expenditures or outlays must be compared with budgeted amounts for each grant;
5. Allowable Costs. Applicable MDNR regulations and the grant scope of work will be followed in determining the reasonableness, allow ability, and allocability of costs. Eligible and ineligible costs may vary depending on the services, materials, and activities being performed;
6. Source Documentation. Accounting records must be supported by such source documentation as canceled checks, paid invoices or statements, payrolls, time and attendance records, contract, and grant award document. Appropriate electronic verification of cleared checks may also be considered source documentation in lieu of actual cancelled checks. The documentation must be made available by the Grantee at the DISTRICT's request.

F. **Reporting of Program Performance.** Grantee shall submit to the DISTRICT a performance report for each program, function, or activity as specified by the grant in accordance with the DISTRICT program reporting guidelines. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Grantee shall submit to the DISTRICT a FINAL performance report, in accordance with the DISTRICT program reporting guidelines containing, at minimum, this same information. Representatives of the DISTRICT shall have the right to visit the project site(s) during reasonable hours for the duration of the contract and security interest period(s) and for four years thereafter.

G. **Budget and Scope of Work Revisions.** Grantees are permitted to request changes within the approved budget to meet unanticipated requirements however, any revisions to budget or scope of work must be approved by the DISTRICT, Grantee must request approval in writing to revise budgets and scopes of work including the following conditions:

1. For non-construction grants, Grantees shall obtain the prior approval of the DISTRICT for cumulative transfers among direct cost categories.
2. For construction and non-construction projects, Grantees shall obtain prior written approval from the DISTRICT for any budget revision.
3. For combined non-construction and construction projects, the Grantee must obtain prior written approval from the DISTRICT before making any fund or budget transfer from the non-construction to construction or vice versa.
4. Grantees under non-construction projects must obtain prior written approval from the DISTRICT whenever contracting out, granting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.

5. Changes to the scope of services described in the grant must receive prior approval from the DISTRICT. Approved changes in the scope of work or budget shall be incorporated by written amendment to the grant.
6. Extending the grant past the original completion date requires approval of the DISTRICT.

H. **Equipment Use.** Grantee agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement and will be subject to any security instruments required by the DISTRICT under this agreement for a minimum period of five (5) years. The equipment shall not be moved from the State of Missouri without approval from the DISTRICT. When equipment is acquired with SWMF monies under this agreement, the following conditions apply or equivalent conditions set by the DISTRICT and certified as appropriate by the DISTRICT's legal counsel:

1. Title to equipment acquired under this grant will vest with the Grantee on acquisition and is subordinate to lien(s) created by any security instruments required by the DISTRICT. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one (1) year and an acquisition cost \$5,000 and greater.
 - a. Equipment shall be used by the Grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by DISTRICT funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the DISTRICT. If the DISTRICT puts Grantee on notice that it believes grant assets are not being used for the intended purpose, Grantee shall not sell, give away, move or abandon the assets without the DISTRICT's prior written approval.
 - b. The Grantee may also make equipment available for use on other projects or programs currently or previously supported by the DISTRICT, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the DISTRICT. User fees should be considered if appropriate.
 - c. When acquiring replacement equipment, the Grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the DISTRICT, including transferring the security interest to the new equipment.
2. **Equipment Management.** Grantee's procedures for managing equipment, whether acquired in whole or in part with grant funds, will, at a minimum, meet the following requirements until disposition takes place:
 - a. Grantee must maintain property records that include a description of the equipment, a serial number or other identification number, the source of property, the acquisition date, cost of the property, percentage of federal

or state participation in the cost of the property, and the location, use and condition of the property, and any ultimate disposition data including data disposal, and sale price of the equipment.

- b. A physical inventory of the property must be taken and the results reconciled with DISTRICT records at least once every six (6) months. Waste material diversion tonnage reports must be submitted to the DISTRICT at the same time inventory of the property is taken and continue until the FAA and security interest are terminated.
 - c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities and the DISTRICT shall be notified of any such loss, damage, or theft. The Grantee shall procure and maintain insurance covering loss or damage to equipment purchased with a sub-grant award, with financially sound and reputable insurance companies or through self-insurance, in such amounts and covering such risks as are usually carried by companies similarly situated and engaged in the same or similar business.
 - d. Grantee must develop adequate maintenance procedures to keep the equipment in good condition.
 - e. If the Grantee is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.
3. Security Interest. The Grantee hereby grants to the DISTRICT, its successors and assigns a security interest in all equipment purchased for \$5,000 or more, in whole or in part, with SWMF monies. Said security interest shall be equal to the amount of funding provided by the DISTRICT for the purchase of equipment. The security interest of the DISTRICT shall decrease at a rate of 20% per year, beginning on the date, within the project period, when the equipment is first put into use. Grantee hereby covenants that it will not transfer, sell, or pledge the DISTRICT's security interest in the equipment as collateral for any indebtedness without first obtaining the prior written consent of the DISTRICT unless specifically authorized pursuant to this agreement. When the security interest is fully depreciated, the secured party will, on written demand by the debtor, send the debtor a termination statement that he/she no longer claims a security interest in the financing statement (identified by file number).

If the equipment purchased with DISTRICT monies is required to be titled through the Missouri Department of Revenue, the DISTRICT shall be listed as a lien holder on said title. If equipment is purchased wholly with DISTRICT monies, the Grantee must provide evidence of title wherein the DISTRICT is listed as the first, and only, lien holder. This lien will be held until the security interest of the DISTRICT has been fully depreciated. In the case of more than one lien holder, Grantee must provide the DISTRICT with evidence that the DISTRICT is listed as a lien holder on the title.

4. Insurance. The Grantee shall procure and maintain insurance with financially sound and reputable insurance companies, in such amounts and covering such

risks as are usually carried by companies similarly situated and engaged in the same or similar business, as well as on all equipment purchased with DISTRICT monies.

5. Disposition. When original or replacement equipment acquired under a grant is no longer needed for the original project or program, or for other activities currently or previously supported by the DISTRICT, and if any security interest of the DISTRICT has not been fully depreciated, Grantee shall dispose of the equipment as follows:
 - a. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the DISTRICT.
 - b. For items of equipment with a current per unit fair market value of \$5,000 or more, the DISTRICT shall have the right to an amount calculated by multiplying the current market value or proceeds from sale by the DISTRICT's share of the equipment.
 - c. In cases where a Grantee fails to take appropriate disposition actions, the DISTRICT may direct the Grantee how to dispose of the equipment.
 - d. If the DISTRICT puts Grantee on notice that it believes grant assets are not being used for the intended purpose, Grantee shall not sell, give away, move, or abandon the asset without DISTRICT's written approval.
6. When buildings or site improvements are acquired with DISTRICT monies under this agreement, the following, or equivalent, conditions apply as set by the DISTRICT and as certified as appropriate by the DISTRICT's legal counsel:
 - a. Security Interest or Lien. The Grantee shall grant to the DISTRICT, its successors and assigns a security interest or lien in all buildings or site improvements purchased or constructed for \$5000 or more, in whole or in part, with DISTRICT monies. The Grantee shall complete the Deed of Trust and other security agreements required by the DISTRICT prior to receiving any reimbursement from the DISTRICT. Said security interest or lien shall be equal to the amount of funding provided by the DISTRICT for the building or site improvement. Grantee hereby covenants that it will not transfer, sell or pledge the DISTRICT's security interest in the buildings or site improvements as collateral for any indebtedness whatsoever without first obtaining the prior written consent of the DISTRICT. The security interest of the DISTRICT shall decrease at a rate of 20% per annum, beginning on the date within the project period when the building or improvements are first put into use. When the security interest is fully depreciated, the secured party will, on written demand by the debtor, send the debtor a termination statement that he/she no longer claims a security interest in the financing statement (identified by file number).
 - b. Buildings and Site Improvements Funding. The Grantee hereby agrees to apply the funding provided for buildings and site improvements to the purchase of the buildings or site improvements specified in the financial

assistance agreement as negotiated with the DISTRICT.

- c. **Use of Buildings and Site Improvements.** Grantee hereby agrees that any buildings or site improvements constructed or purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement, and for a minimum period of five (5) years. Grantees shall semi-annually submit a statement, as provided by the DISTRICT, certifying that the use(s) of said buildings, or site improvements, is for project activities. The DISTRICT shall also inspect the building or site improvements on a semi-annual basis throughout the term of the security interest or lien. Notwithstanding anything to the contrary contained in this agreement, buildings and site improvements shall not be removed from the State of Missouri. Disposition of buildings and site improvements shall be in accordance with MDNR's Solid Waste Management Program General Terms and Conditions.
- d. **Insurance.** The Grantee shall procure and maintain insurance, with financially sound and reputable insurance companies in such amounts and covering such risks as are usually carried by companies similarly situated and engaged in the same or similar business, and on all buildings and site improvements purchased or constructed with SWMF monies.
- I. **Supplies.** Title to supplies acquired under a grant will vest, upon acquisitions, in the Grantee. Grantee shall reimburse the DISTRICT, proportionally, for any residual inventory of unused supplies acquired under a grant, which have a total aggregate fair market value in excess of \$5,000. Travel and food expenses must be in compliance with MDNR's Solid Waste Management Program General Terms and Conditions, as may be amended.
- J. **Inventions and Patents.** If any Grantee produces subject matter, which is or may be patentable in the course of work sponsored by this grant, Grantee shall promptly and fully disclose such subject matter in writing to the DISTRICT. In the event that the Grantee fails or declines to file Letters of Patent or to recognize patentable subject matter, the DISTRICT reserves the right to file the same. The DISTRICT grants to the Grantee the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the DISTRICT. Payment of royalties by Grantee to the DISTRICT will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this grant, the author or the Grantee is free to copyright any books, publications, or other copyrightable material developed in the course of this grant; however, the DISTRICT and MDNR reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of DISTRICT, the work for government purposes.
- L. **Publications.** The Grantee shall submit to the DISTRICT one (1) draft copy of each publication, other printed materials or productions, in any media, which are intended to be seen, heard, read, or watched and which are financed, wholly or in part, by grant funds. The Grantee shall not print, distribute any publication, or produce material in any media, until receiving written approval from the DISTRICT. All publications, audio-visual materials, and printed materials shall identify the DISTRICT and the Missouri

Department of Natural Resources as a funding source.

- M. **Mandatory Disclosures.** Grantee agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of State funds for the program/project.
- N. **Procurement Standards.** Grantees shall use their own procurement procedures provided that this procurement conforms to the standards set forth in the DISTRICT's "Procurement Procedures Guide" and is evidenced by the competitive bidding documentation submitted to the DISTRICT in accordance with DISTRICT procedures.
1. No work or services paid for wholly, or in part, with DISTRICT funds, will be contracted without the written consent of the DISTRICT.
 2. Grantee agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved scope of work must receive formal DISTRICT approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- O. **Audit Requirements.** The DISTRICT and MDNR have the right to conduct an audit, as it relates to the project's funding of the Grantee at any time on reasonable notice. The Grantee shall address any and all deficiencies identified in any such audit within ten (10) days after receipt of the audit. If the Grantee fails to address identified deficiencies, future grant funds may be withheld and the Grantee may be required to repay any and all prior disbursements.
- P. **Allowability of Costs.** Allowability of costs shall be determined in accordance with applicable MDNR regulations. The following costs are ineligible for grant funding:
1. Operating costs of local, county, or district government, including but not limited to salaries, fringe benefits, and expenses that are not directly related to the project activities.
 2. Costs incurred prior to the project start date.
 3. Taxes.
 4. Legal costs.
 5. Contingency funds.
 6. Land acquisition.
- Q. **Conflicts of Interest.** No party to this grant, nor any officer, agent, or employee of either party to this grant, shall participate in any decision related to such grant which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The Grantee agrees that no state employee or former state employee, as defined in Chapter 105, RSMo, shall perform any service for consideration paid by the Grantee for one (1) year after termination of the employees' state employment by which the former state employee attempts to influence a

decision of a state agency and that former state employees are permanently banned from performing any service for consideration for any person, firm, or corporation in relation to any case, decision, proceeding or application with respect to which they were directly concerned or in which they personally participated during their period of employment with the state.

- R. **State Appropriated Funding.** The Grantee agrees that funds expended for the purposes of this grant must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the grant period, as well as being awarded by the DISTRICT and state agency supporting the project. Therefore, the grant shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the grant, the Grantee shall not prohibit or otherwise limit the DISTRICT's right to pursue alternate solutions and remedies as it deems necessary for the conduct of DISTRICT affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the grant.
- S. **Eligibility, Debarment and Suspension.** By applying for this award, the Grantee verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notices of Violation (NOV)) at the time of application. If compliance issues exist, Grantee shall disclose to the DISTRICT all pending or unresolved violations noted in an NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the past two (2) years in the State of Missouri. The DISTRICT will not make any award at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." Grantee shall complete a Debarment/Suspension form when required by the DISTRICT.
Furthermore, Grantee is also responsible for written debarment/suspension certification of all subcontractors receiving funding through a federally funded grant.
- T. **Restrictions on Lobbying.** Lobbyist as defined in Section 105.470 RSMo. and related costs are ineligible for district grants.
- U. **Recycled Paper.** The Grantee shall use recycled paper consisting of at least 30% post consumer fiber for all reports which are prepared as a part of this grant award and delivered to the DISTRICT. The Grantee must use recycled paper for any materials that it produces and makes available to any parties if such materials are produced as a part of this grant award.
- V. **Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.** The Grantee shall make reasonable efforts to assure that a Fair Share Objective of 10% be made available to minority business firms, including historically black colleges and universities, and 5% be made available to women business enterprise firms, when utilizing grant funds to purchase supplies, equipment, construction, and services related to this grant.
1. The Grantee agrees to take all necessary affirmative steps required to assure that small and minority firms, women's business enterprises, and labor surplus area firms are used whenever possible as sources when procuring supplies, equipment,

construction and services related to the grant. The Grantee agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Ensuring that small and minority and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority and women's business enterprises;
- d. Establishing delivery schedules, where the requirements of work will permit participation by small and minority and women's business enterprises;
- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, and;
- f. Requiring any prime contractor or other Grantee, if grants are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.

W. Disputes.

1. The DISTRICT and the Grantee shall attempt to resolve disagreements concerning the administration of the grant or the performance of the Grantee.
2. If an agreement cannot be reached within ninety (90) days of the issuance of a written notice of noncompliance by the DISTRICT, the DISTRICT will provide a written decision to the Grantee. The DISTRICT may consult with the MDNR prior to providing this decision. Such decision of the DISTRICT constitutes final DISTRICT action.

X. Enforcement; Remedies for Noncompliance. If a Grantee submits any false information in any documents concerning any award or fails to comply with any term of a grant, the DISTRICT may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current award or grant;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Temporarily withhold cash payments pending Grantee's correction of the deficiency or compel the repayment to the DISTRICT of grant funds provided;
4. Withhold further awards from the Grantee;
5. Order Grantee to transfer ownership of and title to assets purchased with grant money to the DISTRICT, and disallow transfer of ownership to others without

prior DISTRICT approval; or

6. Take any other remedies available at law, including but not limited to cost recovery, breach of contract, and suspension or debarment.

X.A. **Human Trafficking.** Non-profit Grantees agree that it, or its employees under this grant, or otherwise, may not engage in severe forms of trafficking in natural persons, procure a commercial sex act or use forced labor in the performance of the grant per section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA) (22 U.S. C. § 7104 (g) , modified so as to apply to the DISTRICT, and as such the DISTRICT has the right to unilaterally terminate this agreement if there is a violation of the TVPA.

Y. **Termination**

1. **Termination for Cause.** The DISTRICT and/or MDNR may terminate any grant, in whole or in part, at any time before the date of completion whenever it is determined by the DISTRICT, or MDNR, that the Grantee has failed to comply with the terms and conditions of the grant. The DISTRICT and/or MDNR shall promptly notify the Grantee in writing of such a determination and the reasons for the termination, together with the effective date. The DISTRICT and MDNR reserve the right to withhold all or a portion of grant funds if the Grantee violates any term or condition of this grant.
2. **Termination for Convenience.** Both the DISTRICT and Grantee may terminate the grant, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
3. This agreement is not transferable to any person or entity without prior approval of the DISTRICT.

Z. **Grantee's Signature.** The Grantee's signature on the application and the award documents signifies the Grantee's agreement to all of the terms and conditions of the award and the applicable provisions of the MDNR's Solid Waste Management Program General Terms and Conditions, as may be amended.

II. **Statutory Requirements.** Grantees must comply with all federal, state, and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the DISTRICT. Failure to abide by these laws is sufficient grounds to cancel the award.

Any Grantee, in connection with its application for financial assistance, shall include a certification that the Grantee, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the Grantee shall report to the DISTRICT any instance in which the Grantee or any member of its board of directors or principals is determined by any administrative agency or by any court of competent jurisdiction in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this grant or suspension or debarment of the Grantee.

A. Laws and regulations related to nondiscrimination and employment:

1. Chapter 213 of the Missouri Revised Statutes, which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability;
2. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, as amended, which prohibits discrimination on the basis of race, color, or national origin;
3. Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, as amended, which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
4. Civil Rights Restoration Act of 1987, 20 U.S.C. § 1687, 29 U.S.C. § 794, 42 U.S.C. § 2000d-4a, and 42 U.S.C. § 6101, as amended;
5. Civil Rights Act of 1991, 42 U.S.C. § 1981a and 42 U.S.C. §§ 2000e-2(k) - (n), as amended;
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability;
7. Age Discrimination in Employment act of 1967 (ADEA), 29 U.S.C. § 621 et seq., as amended, which prohibits discrimination on the basis of age;
8. Drug Abuse Office and Treatment Act of 1972, P.L. 92-255, 21 U.S.C. § 1101 et seq., as amended, relating to nondiscrimination on the basis of drug abuse;
9. Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, P.L. 91-616, 42 U.S.C. § 4541 et seq., as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
10. Family and Medical Leave Act of 1993 (FMLA), 29 U.S.C. § 2601 et seq.;
11. The Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 42 U.S.C. § 12101 et seq., as amended, relating to nondiscrimination against individuals with disabilities;
12. Fair Labor Standards Act of 1938 (FLSA), 29 U.S.C. § 201 et seq., as amended;
13. Section 285.525-285.550 of the Missouri Revised Statutes which prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri and requires enrollment and participation in, or exemption from, the E-Verify federal work authorization program as a condition for the award of any grant, subgrant, contract or subcontract in excess of five thousand dollars.
14. Section 67.307 2 of the Missouri Revised Statutes Sanctuary Policies for Municipalities Prohibited.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7401 et seq., as amended, which prohibits the award of assistance by way of grant, loan, or contract to

- noncompliant facilities.
2. The Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. § 1251 et seq., as amended, prohibiting award of assistance by way of grant, loan, or contract to noncompliant facilities.
 3. The Federal Safe Drinking Water Act, 42 U.S.C. § 300f et seq., as amended, which prohibits the award of assistance by way of grant, loan, or contract to noncompliant facilities.
 4. The Federal Solid Waste Disposal Act, 42 USC 6901 et seq., as amended.
 5. The Federal Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC 9601 et seq., as amended.
 6. The Federal Toxic Substance Control Act, 15 USC 2601 et seq., as amended.
 7. The Federal Insecticide, Fungicide and Rodenticide Act, 7 USC 136 et seq., as amended.
 8. The Federal Endangered Species Act, 16 USC 1531 et seq., as amended.
 9. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
 10. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages, and counties.
 11. The Missouri Clean Water Law, Chapter 644, RSMo.
 12. Chapters 260 and 319, RSMo including the Missouri Hazardous Waste Management Law, and the Missouri Solid Waste Management Law including laws relating to petroleum storage tanks.
 13. The Missouri Air Conservation Law, Chapter 643.
 14. Chapter 444, RSMo including the Metallic Minerals Waste Management Act, the Land Reclamation Act, and the Surface Coal Mining Law.
- C. Chapter 105, RSMo, as it relates to conflicts of interest and lobbying.
- D. Chapter 610, RSMo, Governmental Bodies and Records commonly referred to as the Missouri "Sunshine Law".
- E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.
- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires Subgrantees in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended, prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
 - 1. The Davis-Bacon Act, as amended, 40 U.S.C. §276a et seq.
 - 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
 - 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
 - 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation
 - 5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.
 - 6. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
- L. Trafficking Victims Protection Act of 2000, Section 106, as amended (22 U.S.C. 7104 (g)) relating to termination of contract award based upon any employee of the department, grantee, or subgrantee violating this Act.
- M. Missouri House Bill 1549, 1771, 1395, & 2366 – Illegal Aliens and Immigration Status Verification.
- O. The grantee shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This responsibility includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.



Council Agenda Item Cover

MEETING DATE: April 8, 2019

AGENDA ITEM TITLE: Zoning Code Text Amendment to Article VII - Off-street Parking and Loading Requirements.

AGENDA SECTION: Unfinished Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The following proposed amendments to the University City Zoning Code were reviewed by the code review sub-committee on two separate occasions along with City Staff. The Plan Commission reviewed the changes and made comments during their regularly scheduled meeting on February 27, 2019 at the Heman Park Community Center. The proposed revisions, to Article VII, are intended to better meet the parking demands of University City residents and businesses. The proposed changes are intended to better utilize existing space in University City and to accommodate and more accurately represent the parking demands of the community.

This agenda item requires a public hearing at the City Council level and passage of an ordinance. The first reading and public hearing took place on March 25, 2019. The second and third readings and passage of the ordinance will occur at the April 8, 2019 meeting.

RECOMMENDATION: City Manager recommends that the City Council approve the Zoning Code Text Amendment to Article VII - Off-street Parking and Loading Requirements.

Attachments:

- 1: Transmittal Letter from Plan Commission
- 2: Draft Ordinance



Plan Commission

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

March 25, 2019

Ms. LaRette Reese
City Clerk
City of University City
6801 Delmar Boulevard
University City, MO 63130

RE: Zoning Code Text Amendment to Article VII - Off-Street Parking and Loading Requirements.

Dear Ms. Reese,

At its regular meeting on February 27, 2019 at 6:30 pm in the Heman Park Community Center, 975 Pennsylvania Avenue, University City, Missouri, 63130, the Plan Commission reviewed proposed changes to Chapter 400 Article VII - Off-Street Parking and Loading Requirements of the municipal code of the City of University City.

By a vote of 5 to 0, the Plan Commission recommended approval of the proposed text amendment to Article VII – Off-Street Parking and Loading Requirements.

Sincerely,

Cirri Moran, Chairperson
University City Plan Commission

INTRODUCED BY: Councilmember Tim Cusick

DATE: March 25, 2019

BILL NO. 9383

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 400 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, RELATING TO ZONING, BY AMENDING SECTIONS 400.2010, 400.2070, 400.2130 AND 400.2140 THEREOF, AND BY ADDING 400.2145 THEREIN, RELATING TO OFF-STREET PARKING AND LOADING REGULATIONS; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY.

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

WHEREAS, Chapter 400 of the Municipal Code of the City of University City, Missouri divides the City into several zoning districts and regulates the uses and off-street parking on which the premises located therein may be put; and

WHEREAS, the City Plan Commission in a meeting held at the Heman Park Community Center located at 975 Pennsylvania Avenue, University City, Missouri on February 27, 2019, at 6:30 p.m. recommended an amendment of Sections 400.2010, 400.2070, 400.2130 and 400.2140, and the addition of Section 400.2145, and

WHEREAS, due notice of a public hearing to be held by the City Council in the 5th Floor City Council Chambers at City Hall at 6:30 pm, March 25, 2019, was duly published in the St. Louis Countian, a newspaper of general circulation within said City on March 8, 2019; and

WHEREAS, said public hearing was held at the time and place specified in said notice, and all suggestions or objections concerning said amendment of the Zoning Code were duly heard and considered by the City Council.

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

Section 1. Chapter 400 of the Municipal Code of the City of University City, Missouri, relating to zoning, is hereby amended, by amending Sections 400.2010, 400.2070, 400.2130 and 400.2140 thereof, and by adding Section 400.2145, relating to Off-Street Parking and Loading Regulations; and as so amended shall read as follows (where applicable, underlined text is added text and stricken text is removed):

Article 7, Division 2, Section 400.2010

Location of Parking Areas.

[R.O. 2011 §34-92.3; Ord. No. 6139 §1(Exh. A (part)), 1997]

A. All required off-street parking shall be provided on the same zoning lot occupied by the use or building to which it is appurtenant, except as provided for below.

B. In the event that there exist practical difficulties in satisfying the requirement for parking spaces and/or if the public safety and convenience would be adequately served by another location. An alternate location may be authorized under the conditional use procedure (see Article XI), subject to the following conditions:

1. If parking is to be located elsewhere than on the lot on which the principal use is located, then the "off-site" property to be utilized for parking shall be in the same possession (either by deed, or by easement, or long-term lease which has a term equal to or exceeding the projected life or term of lease of the facility bound by covenants filed in the office of the St. Louis County Recorder of Deeds) as the owner of the principal use, except as provided for in Section 400.2130. In addition, the owner of property used for off-site parking shall be, bound by covenants filed in the office of the St. Louis County Recorder of Deeds requiring such owner, successors, assigns to maintain the required number of off-street parking spaces during the existence of such principal use utilizing the property for parking.

2. Such off-site parking areas shall be located not more than five hundred (500) ~~one thousand (1,000)~~ feet from the nearest primary entrance to the principal building being served, provided the lot, for which off-site parking is to be provided, is not located in a SR (single family) or LR (limited residential) district. ~~a zoning district that permits a parking lot or structure as a principal use of the off-site parking spaces are in a parking structure having at least two hundred (200) parking spaces and a conditional use permit for the off-site parking area is approved by the City Council under the procedure in Article XI, Conditional Uses. The distance between a primary entrance and the off-site parking site shall be calculated using the door of the primary entrance and the nearest point on the property from said entrance on the off-site parking area.~~ In addition, such off-site parking areas shall not be located so as to cause persons to cross an arterial street to get from said parking area to the principal use which it serves unless such off-site parking area is located within five-hundred (500) feet of a signalized intersection. For purposes of this paragraph, arterial streets consist of Delmar, Olive, and Hanley. Such off-site parking areas shall not be located so as to cause persons to cross I-170 to get from said parking area to the principal use which it serves.[Ord. No. 6989 §1, 4-27-2015]

3. Such off-site parking must ensure the route from required ADA accessible spaces in the off-site parking area to the nearest ADA accessible entrance follows an accessible route as defined by the most recent ADA standards.

C. Cross-access between off-street parking areas on adjacent properties shall be subject to review and approval by the Department of Community Development. Execution of a cross-access easement shall be as approved by the Department of Community Development.
[Ord. No. 6989 §1, 4-27-2015]

Section 400.2070 - Parking For Multiple Use Buildings.

[R.O. 2011 §34-93.3; Ord. No. 6139 §1(Exh. A (part)), 1997]

The number of parking spaces required for land or buildings used for two (2) or more purposes shall be the sum of the requirements for the various uses, computed in accordance with this Article. Parking facilities for one (1) use shall not be considered as providing the required parking facilities for any other use, except as provided for in Section 400.2130.E of this Article.

Article 7, Division 4, Section 400.2130

Exceptions To The Minimum Off-Street Parking and Loading Space Requirements.
[R.O. 2011 §34-94.1; Ord. No. 6139 §1(Exh. A (part)), 1997; Ord. No. 6401 §1(part), 2002]

A. Parking Exception For The "CC" District. Division 4 of this Article shall not apply to any re-occupancy or redevelopment of existing buildings or structures, whether or not the new use is similar to the previously permitted use, when located within the "CC" Core Commercial District as indicated on the official Zoning Map of University City. ~~In addition, this exception does not apply to redevelopment of any site located within the "CC" district.~~ For the purposes of this Section, the term "redevelopment" shall mean:

1. The construction of a new building, or
2. An addition to an existing building that increases the gross floor area of that building by more than ten percent (10%) of the original gross floor area.

B. Exception For Places Of Worship. On-site parking facilities required for places of worship may be reduced by not more than fifty percent (50%) where such facilities are located in a non-residential district and within five hundred (500) feet of public or private parking lots having sufficient spaces to make up for the reduction. The use of an off-site public parking lot may only be authorized under the conditional use permit procedure (see Article XI). The use of an off-site private parking lot shall comply with Section 400.2010(B)(1), and be subject to the approval of the Zoning Administrator.

~~*C. Exception For Elderly Housing.* The off-street parking requirements, for housing marketed and intended for occupancy by elderly persons, may be reduced to three fourths (0.75) spaces per dwelling unit subject to the conditional use permit procedure (see Article XI) or the planned development procedure (see Article IV, Division 11). Approval of such a reduction shall be predicated on reserving an area on the site to accommodate the additional parking, that would otherwise be required, should conversion to conventional housing occur in the future.~~

~~*D-C. Exception For Change Of Use Of Existing Commercial Buildings.* A reduction in the number of required off-street parking and loading spaces for the re-use of a commercial building, existing prior to the effective date of this Chapter, may be authorized under the conditional use permit procedure (see Article XI), subject to the following conditions:~~

1. The reduction shall not exceed twenty-five percent (25%) of the off-street parking space requirements for the proposed use;
2. No reduction shall be made in the amount of existing available off-street parking spaces on-site;
3. The proposed use does not involve an expansion of the building that would result in additional parking or loading space requirements;
4. Notwithstanding compliance with other standards contained in this Article (e.g., setbacks and landscaping), any portion of the site that can be reasonably converted to off-street parking shall be so used to satisfy a portion of the parking requirement; and

5. The reduction shall not result in "spill-over" parking on adjacent or nearby properties. In making its determination, the Plan Commission and City Council shall consider information on the parking and loading demand associated with the proposed use as presented by the applicant and City staff.

E-D. Exception Where Public Parking Is Allocated For Use. The City Council may allow a reduction in the number of on-site parking spaces required when the building served by such parking is located within five hundred (500) ~~one thousand (1,000)~~ feet of a public parking facility or lot provided a fee is paid to the City for pro rata share of the cost of constructing and maintaining such facility or lot. [Ord. No. 6989 §1, 4-27-2015]

F-E. Exception for Shared Parking Arrangements. Shared parking is an arrangement in which two or more uses with different peak parking periods (hours of operation) use the same off-street parking spaces to meet their off-street parking requirements. Up to 100% of the parking required for one use may be supplied by the off-street parking spaces provided for another use.

1. By conditional use permit, a reduction in the number of parking spaces may be authorized. In issuing a conditional use permit, the City will consider whether the uses:

- a. Are located within 500 (five hundred) feet as the crow flies of the shared parking as measured from the entrance of the use to the nearest point on the property;
- b. Have no substantial conflict in the principal operating hours of the uses for which the sharing of parking is proposed (see shared parking table in Section 400.2130.E.3 as a guide);
- c. Do not adversely affect surrounding neighborhoods;
- d. Do not adversely affect traffic congestion and circulation; and
- e. Have a positive effect on the economic viability or appearance of the project or on the environment.
- f. Relieved spaces or off-site shared parking spots cannot be located within the SR, LR, MR or HR Zoning Districts.

2. Application Requirements for Shared Parking. As a part of the application materials required for a conditional use permit, the applicant seeking shared parking shall submit to the Zoning Administrator the following information as a part of the conditional use permit application:

- a. Proof that the uses of the shared spaces will reflect different peak hours of operation at different times of the day, week, month or year (see shared parking table below);
- b. Proof of the size and types of proposed development or substantial changes, size and type of activities, composition of tenants, rate of turnover for parking spaces, and anticipated peak parking and traffic loads;

c. Proof that the route from required ADA accessible spaces in shared parking area to the nearest ADA accessible entrance follows an accessible route as defined by the most recent ADA standards;

d. An agreement providing for the shared use of parking areas, executed by the parties involved including owners of record, that shall include provisions for maintenance, snow removal, ownership, liability and duration of the agreement, which must be filed with the Department of Community Development in a form approved by the Community Development Director.

3. Shared Parking Table. The following table shall be used to determine peak hours of operation for proposed shared parking. Parking requirements shall be the cumulative requirements of the uses sharing the parking, except where different categories of uses (retail or service, employment, civic, or dwellings) are participating in the sharing agreement and are likely to generate distinctly different times of peak parking demand. Each use should provide a percentage of parking required by these regulations according to the shared parking table below. Whichever time period column requires the highest total parking spaces among the various uses should be the amount of parking provided subject to the shared parking agreement and Plan Commission review. Alternative parking allocations may be approved as a function of the conditional use permit based on industry data or other sufficient evidence and analysis of peak parking demands for specific uses.

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

4. Duration of agreement. Shared parking privileges will continue in effect only as long as the agreement, binding on all parties, remains in force. Agreements must guarantee long-term availability of the parking, commensurate with the use served by the parking.

5. Recording of Agreement. The agreements must be recorded with the County Recorder. If the uses of either party changes, the CUP is no longer valid unless the Zoning Administrator authorizes the new uses and determines there is compliance with the shared parking table (Section 400.2130.E.3). If a shared parking agreement lapses or is no longer valid, then parking must be provided as otherwise required by this article.

6. Revocation of permits. Failure to comply with the shared parking provisions of the shared parking plan shall constitute a violation of the Zoning Code and shall be cause for revocation of a certificate of zoning compliance and/or building permit.

~~F. Exception For Multi-Tenant Commercial Buildings.~~ The off-street parking requirements may be reduced for uses located in multi-tenant commercial buildings, subject to the following conditions: [Ord. No. 6989 §1, 4-27-2015]

- ~~1. The reduction shall not exceed twenty percent (20%) for uses in multi-tenant commercial buildings with a minimum of three (3) tenants.~~
- ~~2. The reduction shall not exceed fifteen percent (15%) for uses in commercial buildings with two (2) tenants.~~

~~G. Exception Based On Peak Hours Of Operation.~~ The off-street parking requirements may be reduced by an additional ten percent (10%) for a commercial use in a multi-tenant building/development when the peak hours of operation for said commercial use allows for shared use with other tenants or uses in said building/development. The reduction shall be subject to review and approval by the Department of Community Development. [Ord. No. 6989 §1, 4-27-2015]

~~H. F. Exception For Uses Located Near Transit Stations and Stops.~~ For uses located within five hundred (500) ~~one thousand (1,000)~~ feet of a public transit station or stop, the off-street parking requirements may be reduced by ten fifteen percent (15% 10%). The Loop Trolley stops and stations shall not be included in this exception. [Ord. No. 6989 §1, 4-27-2015]

~~I. Exception For Uses Located Near Transit Stops.~~ For uses located within five hundred (500) feet of a public transit stop, the off-street parking requirements may be reduced by ten percent (10%). [Ord. No. 6989 §1, 4-27-2015]

~~J. The parking requirements shall be reduced by one (1) vehicle parking space for each five (5) bicycle parking spaces provided with a maximum reduction of three (3) vehicle parking spaces.~~ [Ord. No. 6989 §1, 4-27-2015]

Section 400.2140

A. Schedule of Off-Street Vehicle Parking Space Requirements.

[R.O. 2011 §34-94.2; Ord. No. 6139 §1(Exh. A (part)), 1997; Ord. No. 6158 §1, 1998; Ord. No. 6989 §1, 4-27-2015]

USE	MINIMUM PARKING REQUIREMENTS
Amusement centers (indoor)	1 space for each 50 square feet devoted to amusement devices, virtual reality games, restaurants and bar areas
Amusement centers (outdoor)	1 space for each 200 square feet of enclosed building space devoted to customer service and administration; plus 1 space for every 3 persons that the outdoor facilities are designed to accommodate when used to the maximum capacity
Animal hospitals, and veterinary clinics, boarding facilities, and grooming facilities	1 space for each 200 square feet of floor area
Animal boarding facilities	1 space per 400 square feet of floor area, but not less than 3 spaces
Appliance stores	(see Furniture and appliance stores)
Art galleries and studios	1 space for each 500 square feet of floor area
Auditoriums	(see Places of public assembly)
Automobile and truck sales, rental, and leasing	1 space for each 400 square feet of floor area of sales and showroom area
Banks and other financial institutions	1 space for each 200 250 square feet of floor area (see also drive-through facilities)
Banquet centers and reception halls	(see places of Public of public assembly)
Barber and beauty shops and/or nail salons or spas (as a principal use)	3 2 spaces for each haircut or styling station, nail station, or massage room
Bars and taverns	(see Restaurants, bars, and taverns)
Billiard parlors	(see Amusement centers, indoor)
Bingo halls	(see Places of public assembly)
Bowling alleys	(see Sports and recreation facilities)
Car wash, full-service (as a principal use, with or without automated washing equipment)	8 spaces; plus 10 stacking spaces for each washing bay
Car wash, full-service (as an accessory use, with or without automated washing equipment)	3 stacking spaces for each washing bay
Car wash, self-service	4 stacking spaces for each washing bay; plus 1 parking space per washing bay for drying vehicles; plus 2 stacking spaces for each vacuuming station which is separated from the stacking lanes to the washing bays
Churches or synagogues	(see Places of worship)
Clubs and lodges	1 space for every 3 persons based on design occupancy load per the University City Building Code

Convalescent and nursing homes	1 space for every 3 patients based on designed maximum capacity
<u>Convenience stores</u>	<u>(see Grocery store)</u>
Day care centers	1 space for every 5 individuals cared for as authorized by State licensing
Dentists	(see Office, medical and dental)
Doctors	(see Office, medical and dental)
Dormitories	2 spaces for every 3 beds based on the designed maximum capacity
Drive-through facilities (except as otherwise specified in this Section)	5 stacking spaces for each customer service station, including drive-up service windows, drive-up automated teller machines (ATM), drive-up banking service lanes, but not including drive-up public telephones. Parking circulation aisles shall not be utilized to satisfy this requirement.
Dwellings, apartments <u>multi-family</u> (including elevator, garden, and town house buildings <u>apartments</u>)	<u>1.5</u> 1 spaces for each dwelling unit, except that <u>2</u> 1.5 spaces shall be provided for each dwelling unit containing 2 or more bedrooms; plus visitor parking for apartment dwellings with 6 or more dwelling units, at the rate of 1 parking space for each 6 dwelling units or fraction thereof for the first 30 dwelling units and 1 space for each additional 20 dwelling units
Dwellings, single-family (including attached single-family, detached single-family, and patio dwellings)	2 spaces for each dwelling unit
Dwellings, two-family	2 spaces for each dwelling unit, except that 1.5 spaces may be provided for each dwelling unit in unified developments containing at least 8 two-family or attached single-family dwellings and subject to approval under the "Planned Development" procedure
Fraternities or sororities	1 space for each bed based on the designed maximum capacity
Funeral homes or mortuaries	1 space for each 75 square feet of parlor or chapel area or 1 space for every 5 fixed seats, whichever is greater, but no less than 20 spaces for each parlor or chapel
Furniture or appliance stores	1 space for each 400 square feet of floor area

Gasoline stations	2 spaces; Gasoline stations offering other retail goods for sale, in enclosed space accessible by the customer, shall also comply with the parking requirements for convenience stores. Gasoline stations providing vehicle repair or maintenance services shall also comply with the parking requirements for vehicle repair or service facilities. Gasoline station having accessory car wash facilities shall provide vehicle stacking spaces in accordance with car wash, full service
Gymnasiums	(see Sports and recreation facilities and Places of public assembly)
Hotels or motels	1.1 spaces for every rental unit; plus spaces as required herein for affiliated uses such as restaurants, meeting rooms or banquet facilities
Kennels	(see Animal boarding facilities)
Laundromats, self-service	1 space for each 200 <u>250</u> square feet
Manufacturing, warehousing and wholesale uses	1 space for each 1,000 square feet of floor area or 2 spaces for every 3 employees, whichever is greater; plus 1 space for each vehicle customarily used in the operation of the use or stored on the premises; plus spaces as required herein for affiliated uses such as office or retail sales area
Mini-warehousing	(see Warehousing, self-storage)
Mortuaries	(see Funeral homes or mortuaries)
Movie theaters	(see Places of public assembly)
Nursing homes	(see Convalescent and nursing homes)
Offices, other than dental and medical offices, or offices associated with banking or other financial institutions	1 space for each 300 <u>400</u> square feet of floor area, <u>including the basement if used or adaptable to office use</u>
Offices, dental and medical (including outpatient medical clinics, surgery centers, MRI centers, chiropractor offices, and similar uses)	1 space for each 200 <u>250</u> square feet of floor area, <u>including the basement if used or adaptable to office use</u>
Places of public assembly (including auditoriums, banquet halls, gymnasiums with spectator seating, meeting rooms, reception halls, sports facilities with spectator seating, theaters, and similar uses)	1 space for every 3.5 seats in the main assembly room (1 seat equals 2 feet of bench length); or where no fixed seating is provided, 1 space for each 50 square feet of floor area, exclusive of kitchen, restrooms and storage areas; plus spaces as required herein for affiliated uses
Places of worship	1 space for every 3.5 seats in the main assembly room (1 seat equals 2 feet of bench length)
Plumbing, heating, and air-conditioning equipment sales or service	1 space for each 300 square feet of floor area devoted to sales area; plus 1 space for each vehicle customarily used in the operation of the use or stored on the premises
Residential uses	(see Dwelling)
Restaurants, bars, and taverns	1 space for each 75 square feet of <u>gross floor area (GFA)</u> , <u>exclusive of kitchen, restrooms and storage areas</u>

Restaurants, providing drive-through service only	8 5-stacking spaces for each service window; plus 2 spaces for each customer service window
Restaurants, providing carry-out service only	1 space for each 200 square feet of floor area
Retail stores, <u>retail specialty shops, grocery, and commercial retail</u> service establishments not elsewhere specified in this Section	1 space for each 200 250 square feet of floor area; for retail uses greater than 10,000 square feet – 1 space for each 350 square feet of floor area
Schools, elementary, junior high, and middle schools (public or private)	1 space for every 20 students based on building design capacity
Schools, high schools	1 space for every 7 students based on building design capacity
Schools, business, professional, or technical schools	1 space for every 3 students based on program capacity
<u>Senior living facilities</u>	<u>0.75 spaces per dwelling unit</u>
Sororities	(see Fraternities or sororities)
Sports and recreational facilities:	
Bowling alleys	5 spaces for each bowling lane; plus spaces otherwise required for any additional uses such as restaurants, bars, and indoor amusement centers
Gymnasiums <u>without spectator seating</u>	1 space for each 100 square feet of floor area (not applicable to gymnasiums associated with schools); plus spaces otherwise required for spectator seating
Ice and roller skating rinks	1 space for each 100 square feet of skating area; plus spaces otherwise required for spectator seating
Racquet sport courts, including handball, racquetball, squash, and tennis courts	3 spaces for each court; plus spaces otherwise required for spectator seating
Recreation centers, general purpose	1 space for each 300 square feet of floor area
Swimming pools	1 space for each 75 square feet of pool area, including patio areas; plus spaces otherwise required for spectator seating
Vehicle repair or service facilities	4 spaces for each service/repair bay or station; plus 1 space for each vehicle customarily used in the operation of the use or stored on the premises

Warehousing, self-service storage	5 spaces for the first 5,000 square feet of storage area; plus 1 space for each additional 5,000 square feet of storage area
Wholesale establishments	(see Manufacturing, warehousing and wholesale uses)

400.2145. Off-Street Bicycle Parking Requirements.

A. Schedule of Off-Street Bicycle Parking Requirements. Bicycle racks shall be provided in accordance with the following tables. When calculating the minimum number of bicycle racks required results in a fractional number, a fraction more than one half (½) shall be rounded to the next highest whole number:

1. Residential

<u>Number of Dwelling Units</u>	<u>Required Number of Minimum Bicycle Parking Racks</u>
Eight (8) units or less	0
More than eight (8) units	One (1) per four (4) dwelling units

2. Non-Residential

<u>Number of Vehicle Parking Spaces Required Per Article VII</u>	<u>Required Number of Minimum Bicycle Parking Racks</u>
Ten (10) spaces or less	0
More than ten (10) spaces	One (1) per five (5) parking spaces

3. Industrial and Hotel/Motel

<u>Number of Vehicle Parking Spaces Required Per Article VII</u>	<u>Required Number of Minimum Bicycle Parking Racks</u>
Ten (10) spaces or less	0
More than ten (10) spaces	One (1) per ten (10) parking spaces

B. Bicycle Rack Construction Requirements.

1. Bicycle racks shall be made of steel tubing one (1) inch to four (4) inches thick, containing two (2) locking points between one (1) feet and three (3) feet off the ground and a gap near the bottom for pedal clearance, enabling one to lock a bicycle frame and one of the wheels with a standard U-Lock.

2. A bicycle rack must be able to accommodate two (2) bicycles in an upright position. Bicycle racks that support the wheel but not the frame of the bike shall not be used to fulfill a bicycle parking requirement.

3. All creative design racks shall be capable of securing two (2) standard bicycles. The creative design rack shall provide a minimum of two points of contact with the bicycle. The design of a creative rack, including the installation details, shall be reviewed and approved by the Building Commissioner.

4. All bicycle racks shall be securely anchored to the ground or building structure.

C. Bicycle Rack Site Requirements.

1. Bicycle racks installed pursuant to and required under this section shall be installed on private property. Bicycle racks installed in public streets or alleys require separate approval from the Public Works Department and shall not be used to fulfill a bicycle rack site requirement.

2. Bicycle racks shall be at least three (3) feet from any curb, so as not to impede ingress and egress to and from parked vehicles.

3. Bicycle racks shall be at least two (2) feet from the nearest building. Bicycle racks, including attached bikes, shall allow at least five (5) feet of American Disabilities Act compliant clearance on one or both sides of the rack.

4. Bicycle racks shall be at least two (2) feet from other objects, including but not limited to utility vaults, fire hydrants, and street lights.

5. Bicycle racks shall be at least five (5) feet from curb cuts and accessibility ramps.

6. Bicycle racks, including attached bicycle, shall maintain a minimum four (4) feet of unobstructed walkway for pedestrian traffic at all times.

7. Bicycle racks shall not be located directly in front of an exit or entrance of a building.

8. Bicycle racks shall be located in well-lighted, highly visible areas to minimize theft and vandalism.

9. Bicycle racks shall be located no further from the building than the nearest automobile spaces, other than those spaces for persons with disabilities.

10. Safe and convenient means of ingress and egress to bicycle parking facilities shall be provided.

11. Bicycle racks, including attached bikes, shall not interfere with accessible paths of travel or accessible parking as required by the Americans with Disabilities Act of 1990, as amended.

12. When a bicycle rack is installed adjacent to another bicycle rack it shall be oriented to maximize the use of both.

13. Bicycle parking spaces adjacent to automobile parking shall be located so as to protect bicycles from damage.

14. In cases where bicycle parking spaces are not visible from the primary street, signage shall be used to direct cyclists safely to the bicycle parking spaces.

15. In parking lots and parking garages, physical barriers, such as posts or bollards, shall be provided so as to prevent a motor vehicle from striking a parked bicycle.

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

Section 3. Any person, firm or corporation violating any of the provisions of this ordinance, shall upon conviction thereof, be subject to the penalty provided in Title 1 Chapter 1.12.010 of the Municipal Code of the City of University City.

Section 4. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED this _____ day of _____.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Council Agenda Item Cover

MEETING DATE: April 8, 2019

AGENDA ITEM TITLE: 300 Block of Williams Avenue – **Residential Permit Parking**

Area AGENDA SECTION: Unfinished Business

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND REVIEW:

The Traffic Commission reviewed a petition to create a Residential Permit Parking Area in the 300 Block of Williams Avenue, between Pershing Ave and Forest Park Parkway.

According to the Municipal Code Section 355.030 Residential Parking Permit Plan, parking on public streets within residential neighborhoods may be restricted to the residents along not more than three (3) blocks of a street if the street is within two (2) blocks of Washington University or another municipality's boundary and if the problems caused by non-resident parking on the block are chronic and well documented.

The petition submitted by property owners at 7100 Pershing Avenue documents the parking problems on both sides of the 300 block of Williams Ave, and requests to restrict parking for residents on the both sides of the block.

The signatures in the petition exceeded the minimum requirement. The petition was signed by 100% of the affected households. Restricted hours are not to exceed twelve (12) hours daily. Proposed hours are from 8 am to 8 pm, Monday through Friday.

The Traffic Commission reviewed this request at their December 12, 2018 meeting and recommended approval of this petition to alleviate a reoccurring parking problem existing in this residential arterial road within University City by the City Council.

RECOMMENDATION: City Manager recommends that the City Council approve the request based on the parking issues documented and submitted to the City through the petition attached, and complies with the requirements outlined on the University City Municipal Code section 355.030; thus amending the Traffic Code Schedule III-D Residential Permit Parking Areas to add both sides of Kingsbury Boulevard., between Big Bend Blvd and Williams Ave.

Attachments:

- Bill amending Schedule III-D Residential Permit Parking Areas
- Staff Report
- Petition submitted affected property owners of the 7100 block of Pershing Avenue Boulevard

BILL NO: 9384

ORDINANCE NO.

**AN ORDINANCE AMENDING SCHEDULE III OF THE TRAFFIC CODE,
TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN.**

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

Section 1. Schedule III of the Traffic Code, of the University City Municipal Code is amended as provided herein. Language to be added to the Code is represented as highlighted. This Ordinance contemplates no revisions to the Code other than those so designated; any language or provisions from the Code omitted from this Ordinance is represented by an ellipsis and remains in full force and effect.

Section 2. Schedule III of the University City Municipal Code is hereby amended to add both sides of Williams Avenue from Pershing Avenue to Forest Park Parkway where the City has designated as a Residential Permit Parking Area, to be edited to the Traffic Code as the “Schedule” – Schedule III, as follows:

Traffic Schedules

Schedule III: Parking Restrictions

Table III-D Residential Permit Parking Areas

The following areas are “Residential Permit Parking Areas” and are regulated as set forth in section 355.030 of this Code:

Street	Block	Scope
Williams	300	Both Sides

* * *

Section 3. This ordinance shall not be construed so as to relieve any person, firm or corporation from any penalty heretofore incurred by the violation of the sections revised by this amendment nor bar the prosecution for any such violation.

Section 4. Any person, firm or corporation violating any of the provisions of this ordinance shall be punished in accordance with the provisions of the University City Municipal Code.

Section 5. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED THIS _____ day of _____ 2019

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

DRAFT



Department of Public Works and Parks

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

STAFF REPORT

MEETING DATE: December 12, 2018
APPLICANT: Greg and Rebekah Murphy – 7100 Pershing
Location: Williams Ave - Between Pershing and Forest FPPW
Request: Residential Parking Permit request
Attachments: Traffic Request Form

Existing Conditions:

Williams Avenue



Williams Avenue between Pershing Avenue and FPPW has no parking restrictions. Both sides are available for parking.

The street is within two blocks of Washington University or another municipality's boundary and the problems caused by nonresident parking* on the block are chronic and well-documented.

The street is within one (1) block from both a municipal boundary and Washington University, thus is eligible for a Residential Parking Permit system.

Request:

Implement a Residential Parking Permit System on Williams Avenue between Pershing and FPPW on both sides of the street.

Conclusion/Recommendation:

It is recommended that the Traffic Commission determines the list of affected households for a petition to implement the residential parking permit system.

RESIDENTIAL PARKING PERMIT PETITION

TO: UNIVERSITY CITY- TRAFFIC COMMISSION

PROBLEMS CAUSED BY NON-RESIDENT PARKING (PROBLEMS SHOULD BE CHRONIC AND WELL DOCUMENTED). USE ADDITIONAL PAGE IF NECESSARY

Since the beginning of the academic year at Washington University, students and employees have begun parking on Williams Avenue between Forest Park Parkway and Pershing Ave. They leave trash in the street and alley along Forest Park Parkway, where they walk to the Washington University campus. The property owners would like to protect the values of their homes

SPECIFIC AREA REQUESTED TO BE RESTRICTED:

All of Williams Ave. from Forest Park Parkway to Pershing Ave.

REQUESTED RESTRICTED TIME PERIOD (SHALL NOT EXCEED 9 HOURS DAILY):

10:00 a.m. to 7:00 p.m.

NOTE:

THIS PETITION SHOULD BE SIGNED BY AT LEAST SEVENTY-FIVE (75%) PERCENT OF THE PROPERTY OWNERS ADJACENT TO THE BLOCK OF THE PUBLIC STREET INVOLVED.

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

NAME: Greg & Rebekah Murphy

ADDRESS: 7100 Pershing Ave., University City, MO 63130

PHONE (HOME): 314-705-7456 PHONE (WORK): 314-854-8689

Date: 9/25/18


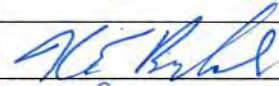
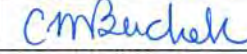
Please return completed to Angelica Gutierrez, Secretary of the Traffic Commission, at the Public Works Department, 3rd floor of the City Hall, located at 6801 Delmar Blvd, University City, MO 63130. Phone: (314) 862-6767, ext. 8568 Fax: (314) 862-0694

PETITION FOR RESIDENTIAL PARKING PERMIT

Blocks: One Block between Forest Park Parkway and Pershing Ave.

Name of Street: Williams

Hours restricted: 9:00 a.m. to 6:00 p.m.

NAME (PRINTED)	SIGNATURE	ADDRESS
GREG MURPHY		7100 Pershing
		7100 Pershing
Kevin Buchek		7066 Pershing
Christina Buchek		7066 Pershing