



MEETING OF THE CITY COUNCIL
VIA VIDEOCONFERENCE - ZOOM
Monday, October 25, 2021
6:30 p.m.

**IMPORTANT NOTICE REGARDING
PUBLIC ACCESS TO THE CITY COUNCIL MEETING & PARTICIPATION**

City Council will Meet Electronically on October 25, 2021

On March 20, 2020, City Manager Gregory Rose declared a State of Emergency for the City of University City due to the COVID-19 Pandemic. Due to the ongoing efforts to limit the spread of the COVID-19 virus, the October 25, 2021 meeting will be conducted via videoconference.

Observe and/or Listen to the Meeting (your options to join the meeting are below):

Webinar via the link below:

<https://us02web.zoom.us/j/84846944258?pwd=QjlkVEVJRjRVPaIBsRXlmdDluVEJvQT09>

Passcode: 020153

Live Stream via YouTube:

https://www.youtube.com/channel/UCyN1EJ_-Q22918E9EZimWoQ

Audio Only Call

Or One tap mobile :

US: +13126266799,,84846944258# or +19292056099,,84846944258#

Or Telephone:

US: +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or +1 346 248 7799 or 877 853 5247
(Toll Free) or 888 788 0099 (Toll Free)

Webinar ID: 848 4694 4258

International numbers available: <https://us02web.zoom.us/j/84846944258>

Citizen Participation and Public Hearing Comments:

Those who wish to provide a comment during the "Citizen Participation or Public Hearings" portion as indicated on the City Council agenda; may provide written comments to the City Clerk ahead of the meeting.

ALL written comments must be received **no later than 12:00 p.m. the day of the meeting**. Comments may be sent via email to: councilcomments@ucitymo.org, or mailed to City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting.

Please note, when submitting your comments, a **name and address must be provided**. Please also note if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.

The City apologizes for any inconvenience the meeting format change may pose to individuals, but it is extremely important that extra measures be taken to protect employees, residents, and elected officials during these challenging times.



MEETING OF THE CITY COUNCIL
VIA VIDEOCONFERENCE – ZOOM
Monday, October 25, 2021
6:30 p.m.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATION

1. Honoring Arts and Letters Returning Artist – Daniel “Danny” J. DuMaine

E. APPROVAL OF MINUTES

1. October 11, 2021 – Regular Session Minutes

F. APPOINTMENTS to BOARDS & COMMISSIONS

1. Dr. Timothy Schmalz is nominated to the Green Practices Commission as a fill in replacing Liz Essman’s expired term by Councilmember Aleta Klein.
2. Linda Jones is nominated to the Arts and Letters Commission as a fill in replacing Lauren Masterson vacated seat by Mayor Terry Crow.

G. SWEARING IN TO BOARDS & COMMISSION

1. Bethany Gasparovic was sworn in to the Civil Service Board via Zoom on October 12, 2021
2. Mathew Emden was sworn in to Green Practices Commission via Zoom on October 13, 2021
3. Meg Zelenovich was sworn in to the Arts and Letters Commission on October 15, 2021 in the Clerk’s office
4. Larry Zelenovich was sworn in to the Traffic Commission via Zoom on October 13, 2021
5. Christopher Trahan was sworn in to the Historic Preservation Commission on October 18, 2021 in the Clerk’s office
6. Aaron Bitzer was sworn in to the Urban Forestry Commission on October 19, 2021 in the Clerk’s office

H. CITIZEN PARTICIPATION

Procedures for submitting comments for Citizen Participation and Public Hearings:

*ALL written comments must be received **no later than 12:00 p.m. the day of the meeting.** Comments may be sent via email to: councilcomments@ucitymo.org, or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting.*

*Please note, when submitting your comments, a **name and address must be provided.** Please also not if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.*

I. PUBLIC HEARINGS

None

J. CONSENT AGENDA

1. Tree Inventory Agreement
2. Tub Grinding Agreement

K. CITY MANAGER’S REPORT

1. First Quarter Financial Report
2. MSD Operations, Maintenance and Construction Improvements (OMCI) Application (1300 Waldon Ave.)

L. UNFINISHED BUSINESS

None

M. NEW BUSINESS

Resolutions

1. **Resolution 2021-16** Budget Amendment #1 – FY22-23

Bills

2. **BILL 9446** - AN ORDINANCE APPROVING A FIRST SUPPLEMENTAL TRUST INDENTURE IN CONNECTION WITH THE TAX INCREMENT REVENUE NOTES (OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT PROJECT AREA 1), SERIES A AND B, OF THE CITY OF UNIVERSITY CITY, MISSOURI, AND APPROVING CERTAIN ACTIONS RELATING THERETO.
3. **Bill 9447** – AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN FROM AND AFTER ITS PASSAGE, AND REPEALING ORDINANCE NO. 7164; CONTAINING AN EMERGENCY CLAUSE.

N. COUNCIL REPORTS/BUSINESS

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

O. CITIZEN PARTICIPATON (continue if needed)

P. COUNCIL COMMENTS

Q. EXECUTIVE SESSION

Motion to go into a Closed Session according to Missouri Revised Statutes 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 or attorneys.

R. ADJOURNMENT

Posted 21st day of October 2021
LaRette Reese, City Clerk



**PROCLAMATION
OF THE
CITY OF UNIVERSITY CITY**

WHEREAS; Daniel “Danny” J. DuMaine is an award-winning composer, arranger, performer and educator; and

WHEREAS; Daniel “Danny” J. DuMaine received his formal education through the University City School District, graduating in 1981, and then went on to receive his Bachelor of Arts degree in music performance from Webster University in 1985 and a second bachelor’s degree from the University of Missouri- St. Louis in 2001; and

WHEREAS; Daniel “Danny” J. DuMaine has been a professional instructor with the University City School District since 2018; where he teaches music to students in kindergarten through fifth grade at Pershing Elementary School; and

WHEREAS; Daniel “Danny” J. DuMaine has shared his musical talents through many avenues including choir director for the St. Alphonsus Rock Church, teaching at Washington University, St. Louis Community College, DuBourg High School and music director for the St. Louis Rams and the McDonald’s Gospel Fest Concerts; and

WHEREAS; Daniel “Danny” J. DuMaine’s is a versatile musician who plays the piano, saxophone, clarinet and flute and whose repertory includes gospel, classical, jazz, spirituals, R&B, and Pop; and

WHEREAS; Daniel “Danny” J. DuMaine has been recognized and featured at St. Louis Blues, Cardinals and Rams games and Fair St. Louis and his compositions have been used for the short film “Little Brother,” the Ronald McDonald House Charity DVD, the “World Youth Day” DVD celebrating Pope John Paul II’s visit to St. Louis, and “Christmas in St. Louis”; and

WHEREAS; Daniel “Danny” J. DuMaine won a 106.5 The Arch Radio jingle competition, the Verizon’s “How Sweet the Sound” choir content, and he led the Riverfront Times Choir of the Year; and

WHEREAS; on November 10, 2021 the University City Municipal Commission on Arts and Letters’ Returning Artist, a program which brings back artistically renowned graduates of University City High School to work with the University City students of today, will honor Daniel “Danny” J. DuMaine as their 2021 honoree.

NOW, THEREFORE, The City Council of University City in the State of Missouri on behalf of the people of University City, recognize and acknowledge Daniel “Danny” J. DuMaine for his many professional accomplishments upon his return to the City of University City as a guest of the Municipal Commission on Arts and Letters’ Returning Artist Series.

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

SEAL

Councilmember Aleta Klein

Councilmember Steve McMahon

Councilmember Jeff Hales

Councilmember Bwayne Smotherson

Councilmember Tim Cusick

Mayor Terry Crow

Councilmember Stacy Clay

ATTEST _____
City Clerk, LaRette Reese

MEETING OF THE CITY COUNCIL
VIA VIDEOCONFERENCE – ZOOM
Monday, October 11, 2021
6:30 p.m.

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held via videoconference, on Monday, October 11, 2021, Mayor Terry Crow called the meeting to order at 6:33 p.m.

B. ROLL CALL

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

Councilmember Stacy Clay
Councilmember Aleta Klein
Councilmember Steven McMahon
Councilmember Jeffrey Hales
Councilmember Tim Cusick
Councilmember Bwayne Smotherson

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr., Director of Public Works, Sinan Alpaslan, and Chief of Police, Larry Hampton.

C. APPROVAL OF AGENDA

1. Mayor Crow stated that a request was made to move Item J (2); Mobile Shooting Range Trailer Purchase, to the City Manager's Report.

- D. PROCLAMATION** – A Proclamation designating November 1, 2021, as "Extra Mile Day". A day set aside to encourage the community to "go the extra mile" in their personal and collective volunteerism and service efforts.

E. APPROVAL OF MINUTES

1. September 27, 2021, Study Session Minutes – Loop Area Safety, Councilmember Clay moved to approve, it was seconded by Councilmember Cusick, and the motion carried unanimously.
2. September 27, 2021, Regular Session Minutes, Councilmember Hales moved to approve, it was seconded by Councilmember Cusick, and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS & COMMISSIONS

1. Richard Massey (Arts and Letters) is nominated to the Community Visioning 2040 Task Force by Mayor Crow, it was seconded by Councilmember Smotherson, and the motion carried unanimously.

G. SWEARING IN TO BOARDS & COMMISSIONS

1. Kathleen Simpson was sworn into the Library Board via Zoom on October 6, 2021.
2. Todd Jacobs was sworn into the Board of Appeals on October 7, 2021, in the City Clerk's office.

H. CITIZEN PARTICIPATION

Procedures for submitting comments for Citizen Participation and Public Hearings:

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Please note, when submitting your comments, a **name and address must be provided**. Also, note if your comment is on an agenda or non-agenda item. If a name and address are not provided, the submitted comment will not be recorded in the official record.

Mayor Crow thanked citizens for taking the time to submit their written comments. All comments meeting the aforementioned guidelines have been made a part of this record.

I. PUBLIC HEARINGS

None

J. CONSENT AGENDA

1. Consideration of Proposed FY2022-2023 Work Plan
2. Mobile Shooting Range Trailer Purchase - Police Department; (Removed)

Councilmember McMahon moved to approve Item Number 1 on the Consent Agenda, it was seconded by Councilmember Hales.

Councilmember Smotherson stated he would like to see the Retention and Recruitment Program initiated now rather than in 2023 so that the City can start addressing some of the issues it is currently facing within its business population.

Voice vote on Councilmember McMahon's motion to approve carried unanimously.

Mr. Rose stated he would like to discuss two items before starting his report. The first item deals with the cost of relocating Council's Chambers to the Trinity Building.

During a telephone conversation, Mr. Rose stated he had informed Elliott Davis of Channel 2 News that the cost of relocating these Chambers would be less than \$100,000. Yet, despite that information, part of the report presented by Mr. Davis indicated that the cost would be approximately 2 million dollars. However, based on what he has learned today unless there is a desire to purchase new furniture, the actual cost of this relocation will be zero.

Mr. Rose noted that the primary reason for recommending that Council's Chambers be relocated was to provide ADA access for the public in the event the elevator was not available.

Councilmember Clay stated in addition to ADA access, he believed that there was also a security concern associated with the egress and ingress of the Chamber's current configuration? Mr. Rose stated, unfortunately, in today's environment where active shootings are occurring on a daily basis, security had been a concern. As a result, the City's goal is to provide the safest atmosphere possible for everyone when it is conducting business.

Councilmember Klein asked if there would be an official statement from the City regarding the actual cost of the relocation on social media? Mr. Rose stated he would discuss this with Gabby to make sure the report he received today is shared on the City's website as well as social media platforms.

Councilmember Hales stated his understanding was that the primary focus was to find a permanent location that met the requirements needed for the courts. And the way he read the assessment, Council would be able to meet in the same chambers utilized by the court without any additional cost. Mr. Rose stated that is correct.

Mr. Rose stated he would like to read his statement into the record related to the incident where an officer stopped three pedestrians in the area of 8322 Delcrest in May of this year. The body camera video of this stop has been made available to the public, which illustrates that the pedestrians were detained for a total of 7-minutes.

"On May the 11th of 2021, one of the pedestrians filed a complaint against the officer that detained him, wherein he requested the body camera footage of the incident.

On May the 12th, 2021, an Internal Affairs investigation of the incident took place, which resulted in what I believed to be appropriate corrective actions taken by the Chief of Police.

There is no denying that the stop could have been handled much better, but that does not mean the officer was grossly negligent in carrying out his duties. I know the Police Chief and his officer's respect and have pledged to protect the rights of every individual, and they are always striving to improve in how they protect and serve the public. "

K. CITY MANAGER'S REPORT

1. Mobile Shooting Range Trailer Purchase - Police Department

Mr. Rose stated staff is recommending the purchase of a mobile shooting range trailer for the Police Department.

Chief Hampton stated he was contacted by the Florissant Police Department who informed him that they were seeking bids in an attempt to sell their mobile trailer which has three firing lanes with up to 15 yards of usage. The trailer was purchased new in 1995 and is equipped with climate controls, filtration, sound, and ballistic-proof systems. He stated the City's bid of \$30,000 will be dispersed from the General Fund, and that cost will include maintenance and setup.

The Chief stated his Department needs additional firearms training to meet their annual firearms requirements, and he believes this will be a very effective tool to provide the extensive training needed to ensure his officers are qualified and fully prepared to meet the demands of their job. At this point, they have been unable to fully utilize the existing fire range located in the Annex, and as a result, the Department has had to rent or lease ranges in other jurisdictions; which severely limits the engagement times available for his officer's. Chief Hampton stated if the City is successful; the trailer will be housed in a fenced-in, non-residential section within the Public Works Garage.

Councilmember McMahon asked if this trailer would offset the rental and travel costs currently being incurred. Chief Hampton stated that it would, although his officers will still have to utilize the facility in Granite City to qualify for the use of AR-15 Rifles since it is the only training component that cannot be achieved in the trailer. Councilmember McMahon asked if the trailer would be used to supplement the indoor range after the renovations are completed, or sold to another municipality? Chief Hampton stated the main reason for his request is because of the time it will take to complete the renovations, and his ability to make sure his officers receive this required training while waiting for that facility to open. But once the indoor range is available, City officials will have the option to decide what they believe the best use of the trailer will be.

Councilmember Smotherson asked Chief Hampton if he believed the City would be successful in obtaining this trailer through the bidding process; and if they are, could the trailer be rented or leased out to other municipalities? Chief Hampton stated while he could not be 100 percent sure of submitting the winning bid, U City was the first municipality Florissant contacted. And he believes that the reason they did is because many of the smaller municipalities would not have the funds to meet their demand. But, if U City is successful, there are typically no fees associated with the use of mobile shooting ranges.

Councilmember Hales asked Chief Hampton if he believed the trailer would still be a viable asset that could be sold once the City's indoor facility was up and running? Chief Hampton stated these trailers are designed to be used for a prolonged period of time. There are certain requirements; like replacing the tarps regularly, that must be met to retain the trailer's accreditation standards and the safety, filtration, sound, and ballistic-proof systems.

Mayor Crow asked Chief Hampton if he knew the price of a new trailer? Chief Police stated they would probably cost \$60,000 or more.

Councilmember Smotherson moved to approve, it was seconded by Councilmember Klein, and the motion carried unanimously.

2. Approval of Participation in Reimbursement Program for Project Funding from Operations, Maintenance, and Construction Improvement (OMCI) Taxing Sub-districts.

Mr. Rose stated staff is recommending that Council consider approving the City's participation in the Reimbursement Program for Project Funding for Operations, Maintenance, and Construction Improvement Taxing Sub-districts.

Mr. Alpaslan stated MSD plans to allocate revenue to municipalities and reimburse them for costs incurred for eligible stormwater projects again, in 2022. Last year, which was the first year for this program, the City elected to participate and chose Option A, wherein an application for reimbursement was requested to receive 50 percent of the program funding that MSD collects from their sub-districts. 2022's revenue is estimated to be approximately \$20,000 higher than 2021. And after reviewing this program with the Stormwater Commission, they have agreed that it should be continued.

Mr. Alpasian stated there is one quarter left in 2021 in which to submit a final application for reimbursement, and one outstanding application, which staff believes will be approved once they have provided MSD with the additional information requested.

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

L. UNFINISHED BUSINESS

Bills

M. NEW BUSINESS

Resolutions

1. Resolution 2021-15 - Third Ward Revitalization Task Force.

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

Mayor Crow informed the public that Council had conducted an extensive discussion of this topic at their retreat held on September 19, 2021.

Councilmember Clay asked Mr. Rose if he would provide a summary of the next steps in this process? Mr. Rose stated the first step would be to appoint members to participate in the Task Force and the next step would be to establish a meeting schedule.

Voice vote on Councilmember Clay's motion carried unanimously.

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 (continue if needed)

P. COUNCIL COMMENTS

Mayor Crow announced that the Executive Session had been conducted prior to the Regular Session.

He stated today is National Coming Out Day, a day set aside to raise awareness, support, and hope for individuals within the LGBTQ community. The goal is to eradicate hate and homophobia directed towards members of this community who tend to have a higher rate of suicide as a result of peer pressure and stereotypes. Mayor Crow stated this is an important day for anyone who has traveled this path, and he would be more than happy to act as a resource for folks who may find themselves needing someone to talk to.

Q. EXECUTIVE SESSION

Motion to go into a Closed Session according to Missouri Revised Statutes 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 or attorneys and (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration

Councilmember Hales moved to adjourn the Regular Session, it was seconded by Councilmember Clay, and the motion carried unanimously.

R. ADJOURNMENT

Mayor Crow thanked everyone for their participation and adjourned the Regular Session at 7:00 p.m.

LaRette Reese
City Clerk

DRAFT

LaRette Reese

From: victor pichon <victorapichon@yahoo.com>
Sent: Monday, September 27, 2021 9:52 PM
To: Council Comments Shared
Subject: diamond developement

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I have concerns about all of the impact or altering of bordering streets in terms of access to the new development . We need a clear picture of what this will look like.

What guarantees the neighbors considerations in protecting the integrity, character and value of our property. Are residents involved.

Where/ Who is the overcite that assures us that Diamond will do what they say they will do and how will this process look?

Heavy Rain water will no longer have a place to go. The Des Peres Flooded and houses were under water 2 blocks away, a historical event and recent events tell us this is a serious matter, getting worse. What addresses the water that we know is coming?

Developers accessing established neighborhoods, swallowing up vital land with pavement, minimal green space (that is purely cosmetic and doesn't even provide decent recreational space for its tenants) and pre fabricated box buildings is too real, all around us, this is not a progressive, thoughtful, plan, and there are too many examples. University City keeps green spaces, plants trees, designs parks, encourages a future past 20 years. How does this development fit into our title Tree City USA?

The developer has one agenda, make money. The community has a complex, complicated agenda. The community does not owe this developer one concession, it owes its citizenry, the people who have kept this area healthy, green and solid, a continued commitment to what's best for those of us who are already here. Janis Pichon 1316 purdue

From: Tom Sullivan <tsullivan@sullivanadv.net>
Sent: Monday, October 11, 2021 10:44 AM
To: Council Comments Shared
Subject: UC Council Comments, 10.11.21

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.



**Comments to the University City Council
Tom Sullivan, 751 Syracuse, U.City, MO 63130
October 11, 2021**

To the Council:

I have several things to mention, none of which have to do with agenda items.

► There are still many streetlights out around the city. Some more to add to those previously noted:

- A streetlight is out on Sadler, between Bartmer and Etzel by Pershing School.
- A streetlight is out on Ferguson by Chamberlain.
- A streetlight is out on Vernon next to the Heman Community Center.

Many streetscape (or pedestrian) lights are still out on Olive. These lights were erratically placed and add nothing; they only clutter up the street. The planters are also erratically placed on Olive with some that have no plantings. If there is some plan to improve Olive it would be hard to figure what it is.

► The weeds were cut at the gas station/ convenience store at Olive & Kingsland that is still not completed but there are still weeds at the intersection. At a small island on the northeast corner some weeds are four to five feet tall. The weeds might be MoDot's responsibility but a little effort by the City would help improve the intersection. Street markings on Kingsland just north of Olive are a mess. At least Kingsland Park looks nice.

► The area around Vernon and Leland by the Ackert Park nursing home still needs attention. There is about six-feet or more of sidewalk covered with dirt and grit in front of the nursing home on Vernon. Tree branches on the nursing home's ground interfere with pedestrians. There is still an orange barrel and orange cone on the sidewalk on the Leland side of the nursing home. They don't seem to be there for any purpose. City trees on the west side of Leland by the nursing home need trimming. The branches interfere with pedestrians.

► The plan to move the City Council chamber from City Hall, at a cost of \$2.2 million, seems to be overwhelmingly opposed by University City residents. The one exception -- outside of City Hall -- is Councilwoman Klein's husband. Citizens don't think it makes any sense -- just one more bad decision by city officials.

Thank you for considering my comments.



**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**

NUMBER: <i>For City Clerk Use</i>	CA20211025-01
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SUBJECT/TITLE: Tree Inventory Agreement

REQUESTED BY: Darren Dunkle	DEPARTMENT / WARD Parks, Recreation & Forestry
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AGENDA SECTION: Consent	CAN ITEM BE RESCHEDULED? No
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CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
Move to approve the agreement with the Davey Resource Group and authorizes the City Manager to execute to contract contained in Council's packet.

FISCAL IMPACT:
A grant was received for the tree inventory of \$22,875.00. An additional \$7,625.00 is needed from the Parks and Storm Water Fund reserves as matching funds. This was not a planned or budgeted expenditure.

AMOUNT: \$30,500.00	ACCOUNT No.: 114-3380
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FROM FUND:	TO FUND:
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EXPLANATION:
City Council originally approved this item at their September 13, 2021 meeting. However, the Davey Resource Group has requested language changes to the Contract.

STAFF COMMENTS AND BACKGROUND INFORMATION:
Due to the fact that the Davey Resources Group was awarded the contract to conduct the tree inventory last year for Ward 3, utilizing proprietary "TreeKeeper software", staff recommends awarding Davey Resources Group the contract (not to exceed \$30,500.00) to preform the tree inventory for Wards 1 and 2 as we need to utilize the same software to store and access the data collected.

CIP No.	
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RELATED ITEMS / ATTACHMENTS:
1. Contract
2. Exhibit A

LIST CITY COUNCIL GOALS (S):

RESPECTFULLY SUBMITTED: Gregory Rose, City Manager	MEETING DATE: October 25, 2021
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PROFESSIONAL SERVICES CONTRACT

This Contract (the "CONTRACT") is by and between the City of University City, hereafter referred to as "CITY" and Davey Resource Group, Inc., hereinafter referred to as "CONSULTANT".

The CITY has selected CONSULTANT to perform professional services to conduct a GIS-based inventory of trees found along the public rights-of-way and to provide a free one-time trial of TreeKeeper Software.

CITY and CONSULTANT hereby mutually agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The services covered by this CONTRACT shall include furnishing the professional, technical and other personnel necessary to conduct a GIS-based inventory of trees found along the public rights-of-way to conduct a GIS-based inventory of trees found along the public rights-of-way.

CONSULTANT agrees to perform all those services described in Exhibit A attached hereto, and made a part hereof, in accordance with the terms and conditions stated therein, (such services being hereinafter referred to as the "WORK").

ARTICLE 2 - FEES AND PAYMENT

1. For the services described in Exhibit A (the Services"), the CITY will pay, and the CONSULTANT will accept as full compensation, actual costs of services and supplies based upon the rates provided in Exhibit A, the total amount not to exceed Thirty Thousand Five Hundred Dollars and No Cents \$30,500.00.
2. Progress payments for services rendered shall be made monthly upon submission of a detailed invoice, in form reasonably satisfactory to the City Representative Work performed during the previous month. The CITY will make progress payments not later than thirty (30) days after receipt of acceptable invoices with appropriate documentation.

ARTICLE 3 - SUBCONTRACTING

No part of the services to be performed by CONSULTANT hereunder shall be subcontracted without the prior written consent of the CITY. The subcontracting of the Work shall in no way relieve the CONSULTANT of CONSULTANT'S primary responsibility for the quality and performance of the work.

ARTICLE 4 - RESPONSIBILITY OF CONSULTANT

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of data and other Services furnished under this CONTRACT. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its data and other Services.

Subject to the limitations set forth in this CONTRACT, the CONSULTANT shall defend suits or claims for infringement of any copyright or patent rights arising out of use or adoption of any data or software furnished by it and shall indemnify the CITY from loss or damage on account thereof so long as the documents furnished by the CONSULTANT are being used for their original intended purpose. Notwithstanding the foregoing, such indemnification and defense obligations will not apply to data or software that is either (a) altered in any way without CONSULTANT'S written approval or (b) used in conjunction with any other software or application not provided by CONSULTANT.

Neither the CITY'S review, approval, acceptance of, nor payment for, any of the Services required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or any cause of action arising out of the performance of this CONTRACT, and, subject to the limitations set forth in this CONTRACT, the CONSULTANT shall be and remain liable to the CITY in accordance with applicable CITY codes and Ordinances and State and Federal laws for all damages to the CITY to the extent caused by the CONSULTANT'S negligent performance of any of the Services furnished under this CONTRACT.

ARTICLE 5 - TIME OF COMPLETION

The services of the CONSULTANT shall commence upon receipt of a Notice to Proceed from the CITY, which Notice shall be in writing, and the CONSULTANT shall within ten days proceed with the schedule as set forth in Exhibit A.

The times specified herein may be extended by written order of the City Representative in the event of unavoidable delay. The CONSULTANT may submit to City Representative timely requests for extension of time before plans are due, citing reasons why the delay involved is unavoidable.

Notwithstanding anything to the contrary in this CONTRACT, CONTRACTOR shall not be liable or responsible to CONTRACTOR, nor be deemed to have defaulted under or breached this CONTRACT, for any failure or delay in fulfilling or performing any term of this CONTRACT, if CONTRACTOR'S failure or delay is caused by or results from any of the following events: acts of God, flood, fire, earthquake, hurricane, epidemic, explosion, war, invasion, hostilities, terrorist threats or acts, riot, government order or law, embargoes, blockades, or other similar events beyond the reasonable control of CONTRACTOR.

ARTICLE 5 - INFORMATION BY THE CITY

The CITY will provide upon request available information of record to the CONSULTANT.

ARTICLE 6 • INSURANCE REQUIREMENTS

The CONSULTANT and its Subconsultants shall procure and maintain during the life of this CONTRACT insurance against claims which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, employees or subconsultants of the types and minimum amounts as follows:

- 1. Worker's Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employer's Liability coverage.

- 2. Comprehensive General Liability and Bodily Injury, including Death:
 - \$450,000 each person
 - \$3,000,000 each occurrence

 - Property Damage:
 - \$3,000,000 each occurrence
 - \$3,000,000 aggregate

- 3. Comprehensive Automobile Liability, Bodily Injury including
 - Death: \$450,000

 - each person
 - \$3,000,000 each occurrence
 - Property Damage: \$3,000,000 each accident

- 4. Professional Liability \$3,000,000 aggregate

The Comprehensive General Liability policy shall be endorsed to cover the liability assumed by the CONSULTANT hereunder. To the extent permitted by law, the CONSULTANT shall name the CITY as an additional insured on all insurance policies required by the CONTRACT. Said insurance shall be written by a company or companies licensed to do business in the State of Missouri.

Certificates evidencing such insurance shall be furnished the CITY prior to CONSULTANT commencing the work. The insurance evidenced by the certificate shall indicate that it will not be canceled or altered, except that It may be canceled or altered upon twenty days prior written notice thereof to the CITY. The certificate(s) must state the CITY as an additional insured on those policies applicable. The cost of

such insurance shall be included in the CONSULTANT'S basic service fee.

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, and employees; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administrative and defense expenses.

ARTICLE 7 – INDEMNIFICATION, LIMITATION OF LIABILITY

The CONSULTANT shall indemnify and hold harmless the CITY against injury, loss or damage and costs and expenses (including reasonable attorney fees) suffered or incurred by the CITY for personal injuries including death, or property damages sustained, to the extent caused by negligent or willful acts, errors or omissions of the CONSULTANT, any subcontractors of CONSULTANT their respective agents, employees or contractors arising out of the WORK of this CONTRACT.

Notwithstanding anything to the contrary in this CONTRACT, all of CONTRACTOR'S indemnity, defense, and hold harmless obligations in this CONTRACT shall not extend to any claim or liability that is alleged to be caused by the negligence or willful misconduct of the indemnified party or other third party not controlled by CONTRACTOR; rather, such indemnification claims shall be administered based upon a determination of the degree of comparative fault of each party.

CONTRACTOR retains the right to select counsel reasonably acceptable to the indemnified party, the indemnified party will provide reasonable cooperation, and the indemnified party will not unreasonably withhold consent to settle any claims for which CONTRACTOR is providing defense or indemnification. Notwithstanding anything to the contrary in this CONTRACT, all of CONTRACTOR'S indemnification, defense and hold harmless obligations in this CONTRACT shall survive the expiration or earlier termination of this CONTRACT for a period of one (1) year.

Notwithstanding anything to the contrary in this CONTRACT, to the greatest extent permitted by law, in no event shall CONTRACTOR be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, the Services performed under this CONTRACT or in connection with any breach under this CONTRACT by CONTRACTOR or any subcontractor, employee or agent of CONTRACTOR, regardless of (a) whether such damages were foreseeable, (b) whether or not CONTRACTOR was advised of the possibility of such damages, (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and (d) the failure of any agreed or other remedy of its essential purpose.

To the greatest extent permitted by law, in no event shall CONTRACTOR'S aggregate liability arising out of or related to this CONTRACT, or the Services performed under this CONTRACT, whether arising out of or related to breach of

contract, tort (including negligence) or otherwise, exceed the applicable insurance limits set forth in Article 6.

Notwithstanding anything to the contrary in this CONTRACT, CONTRACTOR will provide information and Services under this CONTRACT as to the condition of the trees at that point in time and shall not be liable for changes to the inspected trees after such time and shall not be responsible for subsequent actions or inactions taken related to the information and Services.

ARTICLE 8 - TERMINATION

The CITY may terminate this CONTRACT at any time, with or without cause, effective upon delivery of Notice thereof to the CONSULTANT.

Should the CONTRACT be so terminated, all drawings and documents in connection with the project shall become the property of the CITY who shall, in that event, make reasonable allowance for expenses incurred and services satisfactorily performed by the CONSULTANT to the date of termination. The CITY shall indemnify CONSULTANT for any use or re-use of plans by persons with CITY's express approval.

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

All original documents, studies, graphic material, drawings, photographs, or plans, including those on electronic media, (DOCUMENTS) prepared by the CONSULTANT, pertaining to the project, shall be deemed the property of the CITY, and shall be delivered to the CITY at the time of termination of this contract or presentation of the CONSULTANT'S final invoice for payment and the CITY shall be entitled to physical possession of said DOCUMENTS whether complete or in progress.

Notwithstanding the foregoing or anything to the contrary in this Agreement, CONSULTANT is and will at all times remain, the sole owner of the software used in connection with the delivery of the Services (including, without limitation, the TreeKeeper Software).

ARTICLE 10- DECISIONS UNDER THIS AGREEMENT

The City Representative will determine the acceptability of Work performed under this CONTRACT and will decide all questions which may arise relative to the proper performance of this CONTRACT, and his decisions based on commercially reasonable judgement shall be final and conclusive.

ARTICLE 11 - EQUAL OPPORTUNITY CLAUSE

During the performance of this CONTRACT, the CONSULTANT agrees as follows:

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the CONTRACT, will not discriminate on the ground of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. The CONSULTANT will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the CONSULTANT'S obligations under this CONTRACT and the regulations relative to nondiscrimination on the ground of color, race, religion, sex, national origin, or disability. The CONSULTANT will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post notices in conspicuous places available to employees and applicants for employment.

The CONSULTANT will, in all solicitation, or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

The CONSULTANT will comply with all provisions of State and Federal laws and regulations governing the regulations of Equal Employment Opportunity and Non-Discrimination.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT agree that this CONTRACT and all contracts entered under the provisions of this CONTRACT shall be binding upon the parties hereto and their successors and assigns.

ARTICLE 13 - CHANGES

The CITY may make changes within the general scope of the Services of the CONTRACT. However, no changes will be made in the Scope of Service, the Time of Performance, the fees to be paid or other provisions which may affect the cost of the project without prior written order of the CITY and the execution of a suitable Amendment to this CONTRACT. Neither the CITY staff nor the CONSULTANT may authorize any substantive change in this CONTRACT by oral or other directions intended to substitute for a written contract Amendment.

This CONTRACT may be amended or supplemented only by an instrument in writing executed by the parties hereto.

ARTICLE 14 – CITY REPRESENTATIVE

For purposes of this CONTRACT, the City Representative will be the Forestry Supervisor of the CITY. The City Manager, in his sole discretion, may designate another City Representative from time to time. In such event, CONSULTANT shall be notified by the CITY, in writing.

ARTICLE 17 - NOTICE

Any notice required or permitted to be delivered under this CONTRACT shall be in writing and shall be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three business days after having been deposited with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested; or (c) one business day after having been deposited with a reputable overnight express mail service that provides tracking and proof of receipt of items mailed. All notices shall be addressed to the parties at the addresses set forth below:

If to CONSULTANT:

Davey Resource Group, Inc.:

120 Sir Lawrence Drive
Shiloh, Illinois 62221
Attn.: Andrew Berg, Associate Consultant

If to CITY:

City of University City
6801 Delmar Blvd.
University City, MO 63130
Attn.: Darren Dunkle, Director of Parks, Recreation and Forestry

ARTICLE 18- CHOICE OF LAW

This CONTRACT, and all Work and other activities governed hereby shall be governed by the laws of the State of Missouri.

ARTICLE 19 –CONFLICTS

In the event of any conflict or discrepancy between the terms of this CONTRACT and those set forth in Exhibit A hereto, it is expressly understood and agreed that the terms and provisions of this CONTRACT shall govern.

ARTICLE 20 - SEVERABILITY

If any provision of this CONTRACT is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. In such event, this CONTRACT shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this CONTRACT and the remaining provisions of this CONTRACT shall remain in full force and effect, and shall not be affected by the illegal, invalid, or unenforceable provision.

Executed by the CONSULTANT this 18 day of 2021. Executed by the City this day of 2021.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

Attest:

Title: Andrew Berg, Associate Consultant

By (signature): 

Contractor (print): Davey Resource Group, Inc.

Date: October 18, 2021

(SEAL)

CITY OF UNIVERSITY CITY

By: _____
City Manager

Date: _____

EXHIBIT A

Proposal for:

Tree Inventory

Prepared for:

The City of University City

6801 Delmar Boulevard
University City, Missouri 63130

Proposal Date: September 2, 2021



Prepared by:

Andrew Berg, Associate Consultant
Davey Resource Group, Inc.
120 Sir Lawrence Drive, Shiloh, Illinois 62221
C. 847.513.2451/TF. 800.828.8312

"Solutions through Innovations and Expertise"

Introduction

Trees are part of everyday life in the City of University City. The city’s urban forest creates a sense of place and supplies real benefits to those who live in University City. Trees along streets, in parks, around playgrounds, and in backyards provide shade and beauty and enhance the quality of life in University City by bringing natural elements and wildlife habitats into urban settings. Trees also moderate temperatures, reduce air pollution and energy use, improve water quality, and promote human health and well-being. Davey Resource Group, Inc. “DRG” understands the benefits trees bring to your community. We also realize the challenges that come with managing public trees.

About Davey Resource Group, Inc.

For over 25 years, DRG has inventoried trees throughout the United States. We know that the data collected during a tree inventory are critical to helping you manage your urban forest proactively and better mitigate tree-related risk. Since you rely on the inventory to make important decisions, DRG uses only qualified, experienced staff who are knowledgeable of both industry standards and the municipal work environment.



Trees bring natural elements and wildlife habitats into urban settings and they also moderate temperatures, reduce air pollution and energy use, and improve water quality.

Urban Forest Experts

We are pleased to introduce DRG and our team of urban forest experts to the City of University City and present our qualifications for providing tree inventory services. DRG’s team will provide you with solutions you can count on for building and maintaining tree canopy in a manner that not only enhances community aesthetics and public safety but also improves the community’s environmental and social well-being through trees.

Our team consists of International Society of Arboriculture (ISA) Certified Arborists, urban and traditional foresters, urban planners, Geographic Information Systems (GIS) and Information Technology (IT) specialists, and ecological scientists. We have experience working with a wide variety of clients, including municipalities, parks, commercial complexes, and utilities, and have the knowledge, certifications, and training required to complete University City’s project on time and budget while exceeding the city’s expectations.

We understand that the information in a tree inventory database helps you to complete your daily work more efficiently and allows you to:

- Respond to inquiries and requests about trees
- Quickly find trees when you need to schedule work
- Keep maintenance records up to date
- Make data-driven decisions; be accountable for actions and justify decisions
- Showcase the benefits of your urban forest
- Follow public record or “sunshine” statutes and laws

Natural Resource Management

DRG’s Environmental Consulting team is your committed partner for natural resource planning and management. With 22 local offices and a national footprint, we offer a wide and growing variety of consulting services (in addition to urban forestry) including wetlands and stream studies, environmental design and ecosystem restoration, stormwater management and compliance, and invasive species management.

We understand the complex ecosystems, resource challenges, and regulatory concerns that impact the success of any environmental project. No matter the location—dense city core or a remote rural site—we leverage our creativity and expertise to deliver reliable, turn-key environmental consulting services. We combine the latest technologies with time-tested techniques to provide high-quality results in a timely and professional manner.

Facts & Figures

1/2 million
TREES INVENTORIED ANNUALLY

450
URBAN FOREST PLANS DEVELOPED

600+
TREEKEEPER® CLIENTS

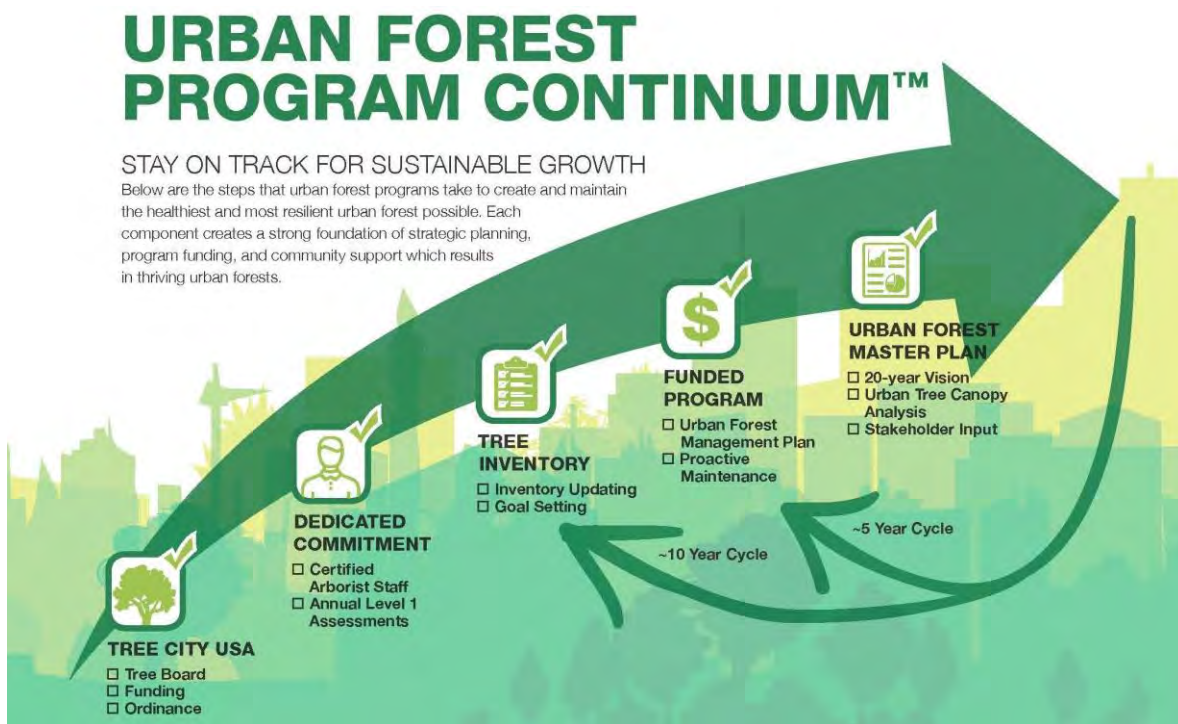
100
UTC ASSESSMENTS SINCE 2008

100+
CLIENTS HIRE DRG ANNUALLY

A Trusted Partner and Supporter of Arboriculture

Davey is a trusted partner of the United States Department of Agriculture (USDA) Forest Service and the Arbor Day Foundation, and a long-time supporter of the ISA and its local chapters. Davey is a founding partner with the USDA Forest Service of the i-Tree software.

Davey staff helped to develop and revise the American National Standards Institute (ANSI) standards for arboriculture, including tree risk assessment, and drafted some of ISA’s best management practices. Davey also works with the Tree Care Industry Association (TCIA), as safety is priority one for the Davey Company. Recently, DRG created the Urban Forest Program Continuum to help our clients gauge and grow their tree management programs.



Davey Resource Group has proven solutions to help University City launch its program forward along the Urban Forest Continuum.

DRG's Focused Urban Forestry Services



TREE INVENTORY

Whether inventorying one tree or hundreds of thousands of trees, DRG tailors each inventory to meet your specific program needs and project budget.

TREEKEEPER® SOFTWARE

Developed, maintained, and supported by DRG's in-house IT professionals, TreeKeeper® is easy-to-use, web-based software used to manage, share, and update inventory data.



URBAN FOREST PLANNING

Whether University City needs help managing the city's trees daily or reaching overarching goals for the urban forest, our team has the experience, tools, and ability to help University City achieve both its short- and long-term goals. DRG develops management and master plans as well as storm preparedness, tree protection, woodlot, and invasive species management plans.



GIS

With GIS specialists in-house, we can map the city's urban tree canopy (UTC) cover as well as estimate tree benefits, model canopy grow out, analyze the spatial distribution of available planting space, and predict the impact of threats to the tree canopy.



STAFFING

If University City does not have an urban forester or needs help with program management or projects, DRG's experienced ISA Certified Arborists work on-call, perform project work, or work as part-time or full-time contract staff.

TREE BENEFITS

As a developer of i-Tree, DRG knows how to use i-Tree Tools to highlight the benefits of your trees.



Scope of Work

This project is an integral part of University City’s comprehensive tree care program. The results of this project will help University City better understand the composition, structure, and maintenance needs of its urban forest, allocate resources, develop risk management strategies, and promote the ecosystem benefits the city’s trees provide to the local community.

The proposed project has the following key components:

1. **Tree Inventory.** The project is a GIS-based inventory of maintained trees found along public rights-of-way (ROW) on the north end of the city. The inventory consists of DRG’s urban foresters locating trees and recording the specified information about each tree in the inventory database. DRG bases our tree inventory on the *ANSI A300 Part 9* standards.
2. **Tree Management Software.** DRG will upload all inventory data into University City’s current TreeKeeper program. DRG delivers the city’s inventory data in TreeKeeper® and as ESRI® shapefiles.

Project Approach

The following sections describe DRG’s overall approach, or methodology, for accomplishing University City’s scope of work. We included a plan of work for the tree inventory and explained the technologies used to complete the inventory and an overview of our TreeKeeper® software. To illustrate the strength and experience of the DRG team, we provided a few representative staff biographies and project examples and references in Appendices A and B, respectively.

Dedicated to Safety

Safety is the number one priority of DRG. To ensure the safety of DRG’s workers and those traveling nearby, DRG uses the following Personal Protective Equipment (PPE): ball caps, high-visibility safety vests, safety glasses, and over-the-ankle boots.

Davey has provided Proven Solutions for a Growing World since 1880 and has been employee owned for 38 years.



Tree Inventory Work Plan

To ensure that the tree inventory meets the city's goals and deadlines, DRG uses the following work plan.

Step 1. Communication

From project beginning to end, DRG staff keep open lines of communication with University City via telephone, e-mail, and, as needed, in-person meetings. DRG answers any questions University City has as well as keeps the city apprised of the project's progress.

Step 2. Contract Phase

Once awarded the project, DRG executes a contract and supplies insurance per project specifications.

Step 3. Data Mining and Hardware Programming

The next step in the inventory process is to obtain the GIS data and imagery needed to set up the field computers used for data collection. DRG's urban foresters typically work with the city's GIS or planning department to complete this step. If necessary, we can get imagery from other public sources. DRG uses the data fields defined in this proposal and the imagery, maps, and data files obtained from the city and various sources to program the data collection software and field computers. At this time, we may contact you by phone to confirm the data attributes.

Step 4. Kick-Off Meeting

DRG staff will contact the city after contract execution to schedule a kick-off meeting. During the kick-off meeting, University City's staff and the DRG project team discuss inventory safety and communication procedures and confirm project expectations and milestones. If possible, DRG's urban foresters assess a few trees with city staff to ensure consistent assessment results.

Step 5. Data Collection

DRG typically begins data collection after the kick-off meeting. Our experienced, qualified urban foresters locate trees along maintained street ROWs, evaluate those trees, and record the data specified by the city. The collected data, once finalized, are University City's tree inventory database.

Accessing Inventory Data

DRG supplies access to the tree inventory data during data collection. To access tree records, utilize [TreeKeeper®](#) to view and field check data and even to route and plan for tree work.



Location Accuracy

DRG uses field computers and equipment that meet or exceed this project's location accuracy requirements. Having worked on thousands of tree inventory projects, DRG has found that using a combination of GIS and a customized data collection program provides the most exact data and the most efficient means for inventorying trees. DRG uses our in-house designed GIS software tool in conjunction with ruggedized computers with a GPS receiver to collect inventory data. Under favorable conditions, the equipment allows for sub-meter location accuracy of point data.

Individual Tree Inspection Process

During data collection, DRG's urban foresters walk by each tree and inspect the tree from the ground. Based on the conditions at the time of the inspection, DRG's staff identify the tree's species and its location, measure tree diameter, and rate its health. DRG's urban foresters also assess tree risk and suggest the specific maintenance involved in mitigating that risk as well as collecting all other information at this time. When data collection for an individual tree is complete, DRG's urban foresters walk to the next tree and follow the same steps, in the same order, to ensure consistent data collection.

DRG formally routes the collection of inventory data to ensure that staff collect all the sites in the project area in a systematic manner. Throughout the inventory process, DRG maps the streets inventoried and shares that information with the city. DRG also tells University City where staff intend to collect data next. DRG's urban foresters collect data Monday through Friday and often on weekends with our clients' permission.

Data Fields

For University City's inventory, DRG will collect the following data fields specified in the city's Request for Proposal (RFP) as defined in Appendix C of this proposal:

1. Location (street address and X and Y coordinates)
2. Species
3. Tree size
4. Multi-stem tree
5. Condition
6. Primary maintenance
7. Tree risk assessment and rating
8. Residual risk
9. Observations
10. Further inspection
11. Clearance requirements
12. Date of inventory

The data fields listed above give University City ample information to manage their trees proactively. However, if University City has specific needs that the above data fields do not address, contact DRG to customize the project's scope of work.

Upgrading the Inventory

In addition to collecting trees, DRG can inventory other infrastructure that University City might be managing, such as shrub rows, woodlots, natural or environmentally sensitive areas, irrigation boxes, benches, signage, and turf. DRG's urban foresters can also take and link pictures to tree records. DRG can upgrade the city's inventory by changing the current scope of work or by further developing the project to have additional phases. If University City is interested in learning more about options for upgrading the inventory, contact DRG for information and fees.

Tree Risk Assessment

During the inventory, DRG's urban foresters perform an inspection of each tree that follows the ANSI tree risk assessment (ANSI 2017). For University City's inventory, DRG will complete a 360-degree ground-based visual inspection of the crown, trunk, trunk flare, above-ground roots, and site conditions around the tree in relation to targets. The assessment only includes conditions detected from the ground; internal, belowground, and upper crown factors are still mostly undetected. The specified period for the risk assessment is one year. The risk part of this inventory and evaluation is to keep in compliance with the most recent standards and practices in the arboricultural industry. It is important to note that DRG's inspections are "rapid assessments" and are meant to show a need for further study; the assessments are not legally binding in any litigation.

For the tree risk assessment, DRG's urban foresters assign each tree one qualitative risk rating using the risk categorization matrices found in the ISA's *Best Management Practices - Tree Risk Assessment, Second Edition* (E. Thomas Smiley, Nelda Matheny, and Sharon Lilly 2017). Various and multiple failure scenarios help determine a tree's risk rating. The failure mode (i.e., branch, whole tree, codominant stem) with the most significant risk serves as the overall tree risk rating. DRG's staff will not sound trees during the inventory. See Appendix D for the limitations of the tree risk assessment.

Step 6. Inventory Close-Out

At the end of the inventory project, DRG supplies a one- to two-page project close-out report which spells out the number and types of sites collected, provides information about the species composition and diameter size class distribution, and shows the amount and type of maintenance recommended during the inventory. We provide the report in PDF format within four weeks of inventory completion.

Tree Inventory Data Delivery

For this project, University City will receive all data via their current TreeKeeper program.

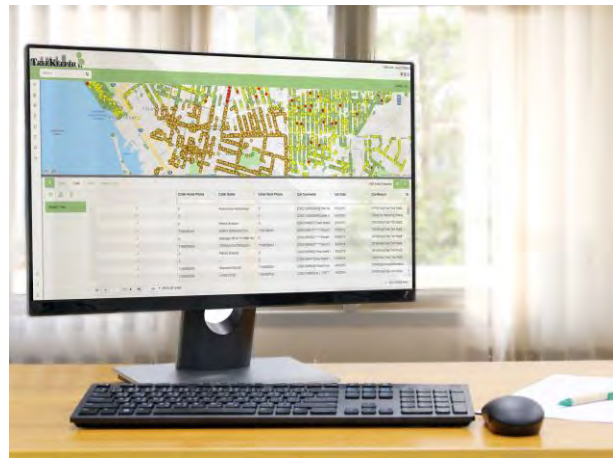
- To access TreeKeeper®, use Safari® on an iOS device or via Google Chrome™ on a Windows® or Android device; the secure login information DRG provides to the city.
- Once using TreeKeeper®, University City can view and use the inventory data and download the data in a variety of formats, including CSV/Excel™ and ESRI® shapefile formats.

DRG offers custom software training for an added fee; contact DRG to learn more about our training programs, which can earn attendees up to eight ISA continuing education units (CEUs).

Other Formats

If University City needs the inventory data in different formats, such as Google Earth's KML, AutoCAD®, or i-Tree, or for a particular asset management software program like CityWorks, Hansen, or Cartegraph, DRG can supply the inventory data in those formats for an added charge. Please contact DRG for more information about data formatting options and fees.

TreeKeeper® gives University City instant access to tree inventory data.



Davey's TreeKeeper® Software

Developed, maintained, and supported by DRG, TreeKeeper® is our flagship tree management software. Leading the industry for over 20 years, TreeKeeper® is a versatile cloud-based software service designed to manage, update, and share tree inventory data. TreeKeeper® also highlights the environmental benefits of community trees.

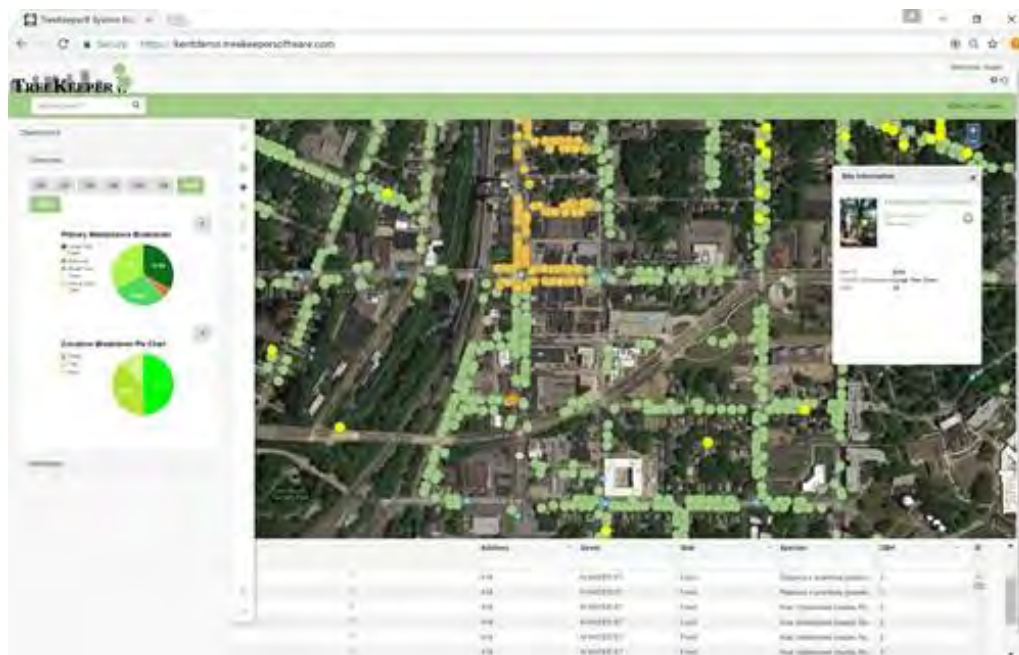
TreeKeeper® is available as a subscription service (SaaS) with one-year, three-year, and five-year subscriptions available to fit University City's program's budget. TreeKeeper®'s pricing is "all in and upfront." There are no hidden fees or unexpected and expensive add-ons.

Easy to Use

TreeKeeper®'s interactive work environment makes managing inventory data easy. The city can see and work with the tree inventory data through an interactive map and table. The map and table can be used independently or at the same time, giving you a totally custom work environment.

Another reason TreeKeeper® is easy to use is that it is accessible by multiple people in separate locations at the same time. Any changes to the data, such as adding new sites, updating the information for an existing site, or running a report, are updated in real time.

Knowing the benefits your trees provide is also easy. TreeKeeper® automatically calculates the environmental benefits provided by trees. Air quality, carbon sequestration and storage, and stormwater benefits can be estimated for one tree, groups of trees, or for the entire population.



Using inventory data has never been easier. This screenshot of DRG's TreeKeeper® shows the dashboard, query, and the call-out box.

Key Features

- *Map-Centric*—use the map to find information about individual sites or groups of sites.
- *List View*—sort and analyze data.
- *Query*—look up sites by any data field, such as address, species, or condition.
- *Search*—by one or multiple data fields; no nested searches.
- *Narrow Down*—refine the search results to find the result needed.
- *Switch Layers On-the-Fly*—change the data layer through a drop-down menu.
- *Dashboards*—gauge the inventory data via pre-set and user-designed graphs.
- *Reporting*—create reports at the touch of a button.
- *Work Orders*—assign work to crews, projects, or programs.
- *Work History*—keep track of the edits made to a site.
- *Edit*—update one site at a time or make batch edits to multiple sites.
- *Multi-User Access*—available via a secure internet connection.
- *Permissions*—assign access levels (no read or edit access) to users and viewers.
- *Tree Value*—calculated using a built-in tree value estimator based on i-Tree Tools.
- *Export Data*—to software such as Microsoft® Office and other word processing and spreadsheet programs.

In the Field

While in the field, you can find and update site information and add new trees or sites to the database using TreeKeeper®. All edits are real time. TreeKeeper® works with most tablet computers and uses the tablet computer's location services or GPS availability to determine location.

Data Download Formats

In TreeKeeper®, you can view, edit, and update the inventory data and download the data in a variety of formats, including CSV/Excel™ and ESRI® shapefile formats.

Information Sharing

If University City wants to share the tree inventory data with other organizations or the public, TreeKeeper® provides a public interface for third-party viewing. TreeKeeper®'s public interface does not allow visitors to edit the data or “crowdsource” information, and you can determine what data are shown to visitors to the site.

Free Upgrades

DRG stays on top of the latest technology trends to maintain TreeKeeper®'s place as one of the most advanced software systems for tree inventory management on the market. And, we also listen to you, our clients, to make sure TreeKeeper® responds to the needs of their respective workplaces. Over the past 20 years, many of the upgrades to TreeKeeper®, made by DRG's in-house software developers, came about by suggestion from our clients. Each upgrade we make is quickly pushed out to all current subscribers at no additional cost.

Project Schedule, Tasks, and Deliverables

The following project schedule lists key tasks along with expected completion dates and deliverables. If the city’s project schedule differs from what DRG projected, use the information for planning purposes.

University City	Project Schedule (Weeks)						Deliverable
	1	2	3	4	5	6	
Award							Insurance, contract
Data Mining and Field Computer Set-Up							Obtain basemaps and GIS data/ program software and hardware
Kick-off Meeting							Meeting summary as needed
Inventory Data Collection and QA/QC							Inventory and ongoing field checks
Inventory Data Delivery							Inventory data in TreeKeeper® and as ESRI® shapefiles
Inventory Close-Out Meeting							If scheduled, usually takes place on the last day of data collection
Inventory Reporting							Close-out reports

Quality Control and Assurance

WE TAKE YOUR DATA SERIOUSLY

From the project’s start to its finish, DRG focuses on the experience the city has working with DRG and the quality of the project’s deliverables. To ensure a good working relationship throughout the project, DRG collaborates with University City early on to schedule fieldwork and meetings at mutually agreeable times and determine protocols for addressing questions and concerns that arise during data collection. DRG’s staff also stay in contact with University City’s staff during all phases of the project to keep the city informed of the project’s status. The following is an example of an inventory progress update, e-mailed on a set schedule such as weekly or bi-weekly, from DRG’s urban forester to the client.

INVENTORY PROGRESS UPDATE E-MAIL

Dear Valued Client:

Below is a recap of last week’s inventory progress. So far, we have inventoried 3,161 sites. The map (right) shows our progress in Zone C. We also had a chance to do some in-the-field quality assurance last week (bottom). We audited 1% of the data collected last week and found no critical errors.



We expect to wrap up data collection later this week. We predict that the remaining streets will have the same tree density, although the road running along the train tracks in the northeast may have slightly more trees. In all, we think that the total site count will be close to the pre-project estimate of 3,800 sites. We will keep everyone apprised if this expectation changes.

Katie will be on the ground this week, and Pete may come out to help with collection. If needed, they can be available for an in-person closing meeting. Otherwise, we can include the final site count and notes in a close-out e-mail.

As far as data delivery, we expect it will take a few days for GIS quality control checks after data collection is complete. We will follow up with an e-mail when your final inventory dataset is available in TreeKeeper®. If you have any questions or concerns, please reach out to me.

Thanks, Your DRG Urban Forester

Inventory Statistics				
Site Count to Date		Percent Complete	Estimated Total Site Count	
3,161		83%	3,800	
Quality Assurance				
Overall Critical Error Score	Target Critical Score	Target Non-Critical Error Score	Target Non-Critical Score	Percent Audited
100%	98%	97.87%	95%	1%

In addition to providing an excellent client experience and thorough communication, DRG takes measures to ensure the delivery of the entire scope of work. DRG's business development staff review the project's scope and provide a data specification, based on the project's contract, to DRG's in-house development team. DRG's development team consists of the inventory's project manager, and GIS and IT specialists. DRG's inventory project manager reviews the scope of work again to ensure that the data fields and input codes match University City's specifications. Once the project manager approves the data specification, then DRG's GIS and IT staff program the field computers for data collection. Before the kick-off meeting, DRG's project manager checks the field computers to make sure the computers are set up correctly and work properly. At the kick-off meeting, DRG reviews the project's work plan with the city, answers questions, and ensures that University City and DRG's urban foresters are on the same page concerning the project's expectations.

Quality control and assurance continues during data collection. DRG's project manager and urban foresters use hot and cold data checks during fieldwork and encourage University City to do so as well. DRG regularly updates University City on the project's status and makes the city aware of any situations that may need immediate attention. At the end of the project, DRG's IT specialists run computer diagnostics on the inventory data to make sure the data is clean. Finally, DRG answers any questions the city has about the data and our TreeKeeper® software and verifies University City's satisfaction with DRG's work.

Client Responsibilities

1. Provide DRG with imagery, maps, and data files. Our request may include the following: digital orthophotographs, available GIS data layers, other electronic or paper copies of maps for roads, pavement widths, right-of-way widths, boundaries and utilities, and an electronic file or printed list of street names and endpoints.
2. Provide daily contact information and directions during the inventory project.
3. Provide a copy of any existing tree inventory database(s).
4. Coordinate and host a kick-off meeting before the start of fieldwork.
5. Agree to allow DRG to host University City's tree inventory data in TreeKeeper® software for one year. Terms and conditions apply.
6. The limitations of the Scope of Work are outlined in Appendix D. By accepting this proposal, University City accepts DRG's Limited Warranty and agrees that, upon award, this proposal and its attachments will be made a part of the Agreement.

Investment

Tree Inventory

- Computerized inventory data collection of trees at a unit rate of: **\$3.13/tree**

TreeKeeper® Software - Renewal Fees (Optional)

The inventory data are the property of the city, and there is no obligation to extend the software beyond the one-year complimentary service. Should University City wish to continue using TreeKeeper®, the following fees apply. DRG locks in the renewal fee at the prices listed below if the subscription does not lapse.

- One-year subscription **\$2,500/yr.**
- Three-year subscription **\$6,250/yr.**
- Five-year subscription **\$10,000/yr.**

Additional Services

- Tree Inventory Report **Included**
- i-Tree Analysis **Included**
- i-Tree Report **\$500**
- Professional Consultation **\$95/hour**

This proposal is valid for 60 days.

Agreement

City of University City, MO

City of University City
Jacob Kaiser, Urban Forester
6801 Delmar Blvd
University City, MO 63130

Davey Resource Group, Inc.
Andrew Berg
120 Sir Lawrence Drive
Shiloh, IL 62221

Proposal Date: September 2, 2021

ACCEPTANCE OF PROPOSAL: The above prices and terms and conditions and warranty are hereby accepted. I am authorized to bind University City and authorize Davey Resource Group, Inc. to perform the specified work. I am familiar with and agree to the terms and conditions appended to this proposal. I understand that once accepted this proposal constitutes a binding contract. This proposal is based on an estimated number of trees/sites to be inventoried. Davey Resource Group, Inc. reserves the right to renegotiate the price based on the timing of the award, scheduling of fieldwork, the final methodology chosen by the client, and availability, completeness, and quality of maps and GIS information.

Authorized Signature: _____

Name: _____

Date: _____

Total: _____

Please add up the costs of services and insert total on the line above.

Davey Resource Group, Inc.

Authorized Signature:



Name: Andrew Berg

Date: September 2, 2021

Appendix A

Experienced Staff

DRG may assign the following team members to University City's project. Their experiences and credentials prove that they have the qualifications needed to work for the city.

Management

Jacob McMains is the Missouri area manager and consulting forester with DRG. Mr. McMains manages the planning and coordination of multiple forestry projects throughout the Midwest. His primary responsibilities include: training staff, quality control, technical consulting, tree risk assessments, tree preservation activities, tree/timber appraisals, arboricultural training, urban wood utilization investigations, expert witness testimony, outreach and educational programs, and a variety of plan writing. Mr. McMains has experience in traditional forestry, community forestry, and utility forestry.

Mr. McMains also regularly consults on a variety of urban and traditional forest management activities. Focus areas include cost-share assistance, insect/disease diagnosis, tree planting plans and inspections, grant and ordinance interpretation/writing, and assistance in obtaining Tree City USA status through the National Arbor Day Foundation.

Prior to joining the Environmental Consulting team, Mr. McMains served as a utility forester with DRG. He has also worked for the Missouri Department of Natural Resources and the Missouri Department of Conservation.

Throughout his career, Mr. McMains has engaged with diverse partners, from grassroots volunteer groups—such as local tree boards—to national organizations like the Arbor Day Foundation and the USDA Forest Service. Mr. McMains is an International Society of Arboriculture (ISA) Certified Arborist and has an ISA Tree Risk Assessment Qualification (TRAQ).

Andrew Berg is an associate consultant with DRG's Missouri Environmental Consulting team. Mr. Berg carries out urban forestry consulting projects for federal and state agencies, municipalities, parks, universities, golf courses, zoos, cemeteries, nonprofits, and private lands. He provides urban forestry solutions with a focus on combining outreach with the technical aspects of arboriculture.

Prior to joining DRG, he worked as the forestry supervisor for Tower Grove Park & Arboretum in St. Louis, MO. Starting with administering the park's first GIS-based inventory of nearly 7,000 trees, carried out by DRG, he had advanced the program's standards and Best Management Practices in all domains of arboriculture. His program introduced over 100 new taxa to the park's collection, developed emerald ash borer and Dutch elm disease management plans, and began a pruning cycle on thousands of young trees. The advancements Mr. Berg made in forestry program operations allowed Tower Grove Park to acquire ArbNet's Level II Arboretum accreditation in January 2018.

Mr. Berg has also worked for Davey Residential Commercial services in St. Louis for about three and a half years. During his time with Residential Commercial services, Mr. Berg managed the Plant Health Care department while also gaining extensive experience with the technical aspects of tree climbing, pruning, and removals. Mr. Berg is a graduate from the 2014 class of the Davey Institute of Tree Sciences and from the 2013 class of the Davey Institute of Horticultural Sciences.

Mr. Berg received a bachelor of science degree in forestry from Southern Illinois University at Carbondale in 2009. He is an International Society of Arboriculture (ISA) Board Certified Master Arborist, a graduate of the Municipal Forestry Institute, Tree Risk Assessment Qualification, Board Member and Membership Liaison for the Midwestern Chapter of ISA, member of the ISA Certification Test Committee, Missouri Community Forestry Council St. Louis region Education & Outreach Committee Chair, and received the Midwestern Chapter of ISA 2018 Award of Merit.

Field Staff

Reid Gibson is a project manager with DRG. As an ISA Certified Arborist, Municipal Specialist and Tree Risk Assessment Qualified (TRAQ) professional, Mr. Gibson specializes in urban forestry consulting projects for federal and state agencies, municipalities, parks, universities, golf courses, and cemeteries. Much of his work focuses on inventory data collection, data quality assurance, training new staff, safety leadership, project communication, and customer service. Mr. Gibson has worked on and managed more than 50 inventories across the United States and Canada, gaining him extensive knowledge of GIS-based data collection and GPS technology, tree and palm identification, and tree risk assessment. Mr. Gibson is also proficient in the use of Davey's TreeKeeper[®] suite of software for inventory management, the United States Forest Service i-Tree, and writing community forest management plans involving inventory analysis and urban tree canopy assessment land cover data. He has a bachelor's degree in natural resources and environmental sciences from the University of Illinois at Urbana-Champaign.

Appendix B

Related Projects and References

DRG listed eight projects to demonstrate our ability to complete a similar scope of work to that proposed by University City. These experiences show that DRG can:

- Undertake, manage, and complete an inventory project.
- Accurately inventory trees.
- Provide data in specified formats.
- Assess tree risk following ANSI standards and industry best management practices.
- Provide qualified staff with experience inventorying trees and assessing tree condition & risk.
- Provide solutions that address the needs of our clients.

Contact DRG for more examples of our work.

Client: City of St. Charles, Missouri

Contact: Peter Van Linn, 636.949.3383

Project: Park Tree Inventory and Management Plan

In 2017, DRG completed a multi-park tree inventory for the City of St. Charles. The city was particularly interested in understanding the risk associated with their large oak tree population. The park manager also needed a robust software program that could manage work orders, communicate tree benefits to the public, and track the large number of memorial trees planted throughout the park system. DRG mapped and assessed 4,800 trees within 31 different park sites. The TreeKeeper® software allows the city to easily find information about the entire tree population or run specific reports about the specific details in a select park.

Client: City of St. Louis, Missouri

Contact: Gerald Overmann, 314-613-7238

Project: 5-Year Street Tree Inventory with Ward Inventory Summary Reports

DRG was selected based on qualifications to perform a five-year phased street tree inventory. By working in partnership with the city, DRG was able to develop a five-year phased approach that allowed for the completion of five wards to be inventoried annually. This approach involved the data collection of approximately 18,000 trees per year with a grand total of almost 100,000 trees being inventoried. Upon completion of each ward, DRG also completed an Inventory Summary Report with a tree inventory analysis and i-Tree benefit information. This report facilitates better communication with each alderman as to what the tree condition is in their respective ward. Upon completion of each ward, Davey delivers the data into the city's CityWorks system which enables the city to have a complete street tree inventory.

Client: City of Brentwood, Missouri

Contact: Eric Gruenfelder, 314.963.8681

Project: On-Call Supportive Urban Forest Tree Care Services

DRG accepted a five-year contract to provide comprehensive urban forestry services to the City of Brentwood, Missouri. Davey first updated the combined street and park tree inventory and developed a forestry management plan that focussed on risk mitigation, critical deferred maintenance, increased species diversity, and proactive strategies to combat emerald ash borer. The city then relied on DRG for project support, including identifying priority removals and pruning, selecting and tagging trees in the field for replanting efforts, updating the TreeKeeper® inventory software, and coordinating Davey crews to complete requested work. Individual consults, advanced tree risk assessments, public outreach, and rapid emergency response are also included in the contracted services. Through this broad ongoing partnership, DRG can promptly respond to any tree related support needed to help the city officials achieve their urban forestry goals.

Client: City of Grantwood Village, Missouri

Contact: Laura Yates, 314-609-2576

Project: Street and Park Tree Inventory with Report and Mapping

DRG was selected, based on qualifications and cost, to perform a tree inventory of street and park trees, along with stumps, and vacant planting sites in the Grantwood Village in 2018. By working in partnership with the city, DRG was able to complete data collection of the entire community. Upon completion, DRG also completed a management plan with a tree inventory analysis, 5-year budgetary projections, and i-Tree benefit information. Additionally, a wall map and map booklet detailing site location and information was provided to the client.

Client: City of Sedalia, Missouri

Contact: Elizabeth Nations, 660-827-3000

Project: 10-Year Street and Park Tree Inventory with Reports

DRG has been selected annually, based on qualifications and cost, to perform multiple phases of tree inventory. By working in partnership with the city, DRG was able to develop a multi-year, phased approach that allowed for the completion of approximately 20% of the total population to be inventoried annually. This approach involved the data collection of approximately 1,800 trees per year with a grand total of almost 10,000 trees being inventoried. Upon completion, DRG also completed an Inventory Report with a tree inventory analysis and i-Tree benefit information.

Client: City of Shrewsbury, Missouri
Contact: Beth Parker, 314-647-1811
Project: Street and Park Tree Inventory with Report

DRG was selected, based on qualifications and cost, to perform a tree inventory of street and park trees and stumps in the City of Shrewsbury in 2019. By working in partnership with the city, DRG was able to complete data collection of the entire community. Upon completion, DRG also completed a management plan with a tree inventory analysis, 5-year budgetary projections, and i-Tree benefit information. Additionally, the city also received a free year of TreeKeeper[®] software with the inventory project.

Client: City of Des Peres, Missouri
Contact: Brian Schaffer, 314-835-6150
Project: Street Tree Inventory

DRG was selected, based on qualifications and cost, to perform a tree inventory of street trees and stumps in the City of Des Peres in 2019. By working in partnership with the city, DRG was able to complete data collection of the entire community's street tree population. Upon completion, the city received a free year of TreeKeeper[®] software with the inventory project.

Client: City Maplewood, Missouri
Contact: Tiffany Hyde, 314-645-3600
Project: Street Tree Inventory

DRG was selected, based on qualifications and cost, to perform a tree inventory of ROW trees and stumps in the City of Maplewood in 2020. By working in partnership with the city, DRG was able to complete data collection of the entire community's street tree population. Upon completion, the city received a free year of TreeKeeper[®] software with the inventory project and a summary of the inventory data.

Appendix C

Inventory Data Fields

1. **Location**—DRG identifies the location of each tree by the following attributes.
 - a. *Address*. House address.
 - b. *On Street*. The street the tree is physically found.
 - c. *Side*. The side of the house on which the tree stands in relation to the physical address.
 - d. X and Y coordinates in the desired format.
2. **Species**—DRG names trees by genus and species using both botanical and common names, and by cultivars where appropriate.
3. **Tree Size**—DRG’s urban foresters measure the diameter to the nearest inch in 1-inch size classes at 4½ feet above the ground, or diameter at breast height (DBH).
4. **Multi-Stem Tree**—DRG notes if a tree has multiple stems on trunks splitting less than 1 foot above ground level.
5. **Condition**—Staff consider signs of stress, poor structure, mechanical damage, soil and root problems, disease, and pests in the assessment of tree condition.
 - a. *Good*. A good tree shows no significant problems.
 - b. *Fair*. A fair tree has minor problems that may be corrected with time or corrective action.
 - c. *Poor*. A poor tree has significant problems that are irrecoverable.
 - d. *Dead*. A dead tree shows no sign of life.
6. **Primary Maintenance**—DRG assigns one of the following maintenance needs:
 - a. *Remove*. Trees recommended for removal have defects that cannot be practically or cost-effectively treated. Most trees in this category have a sizable percentage of dead crown.
 - b. *Prune*. Removal of one or more limbs to reduce risk, provide clearance, and restore the tree.
 - c. *Train*. Pruning of young or medium-aged trees to improve tree and branch architecture.
 - d. *Discretionary*. University City may opt to prune or manage the trees for health or aesthetic appearance.
7. **Risk Rating**—DRG evaluates risk and assigns a risk rating based on an assessment of the failure mode (i.e., branch, whole tree, codominant stem) with the most significant risk. The specified period for the risk assessment is one year. The risk part of this inventory and evaluation is to maintain compliance with the most recent standards and practices in the arboricultural industry. It is important to note that our inspections are “rapid assessments” and are meant to show a need for further study, and thus are not legally binding in any litigation.

DRG used the following criteria and matrices, based on the *International Society of Arboriculture Best Management Practices - Tree Risk Assessment*, Second Edition (E. Thomas Smiley, Nelda Matheny, and Sharon Lilly 2017), to arrive at a risk rating.

- a. *Likelihood of Failure*. Identifies the most probable failure and rates the likelihood that structural defect(s) will result in failure based on observed current conditions.
- b. *Likelihood of Impacting a Target*. The rate of occupancy of targets within the target zone and any factors that could affect the failed tree as it falls towards the target.
- c. *Consequences of Failure*. The consequences of tree failure are based on the level of target and potential harm that may occur. Consequences can vary depending on the size of the defect, a distance of fall for the tree or limb, and any other factors that may protect a target from harm. Target values are subjective, but DRG staff try to assess them from our client's perspective.

As shown in the matrix below, the likelihood of failure and the likelihood of target determine the likelihood of tree failure impacting a target.

Likelihood of Failure	Likelihood of Impacting Target			
	Very Low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

DRG’s urban foresters estimate the risk rating by combining the likelihood of tree failure impacting a target and the consequences of failure in the matrix below. Risk ratings are Low, Moderate, High, and Extreme. A Low Risk tree poses a low overall level of risk. A Moderate Risk tree may pose some threat, particularly during storm events or unusual weather. A High Risk tree presents a high likelihood of tree or tree part failure, even during normal weather conditions. An Extreme Risk tree always poses a significant risk and probability of failure.

Likelihood of Failure	Consequences			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Even though trees may pose multiple risks at once, DRG assigns one risk rating to each tree during the inventory process. The risk rating serves only as a prioritization mechanism and is not a guarantee; University City must determine the level of acceptable risk.

8. **Risk Assessment Complete**—Staff record if they are not able to complete the assessment due to obstructions, safety concerns, or other unforeseen site conditions.

9. **Residual Risk**—DRG estimates residual risk as None, Moderate, High, or Extreme for each inventoried tree, assuming that the recommended maintenance was carried out. DRG based residual risk solely on professional judgment, and our assessment of residual risk is not a guarantee or warranty of risk reduction.
10. **Observations**—DRG identifies the conditions which indicate the presence of structural defects recording only the most significant condition and limit conditions to the following:
 - a. Dead and dying branches.
 - b. Broken and/or hanging branches.
 - c. Branch attachment (adventitious, codominant, multiple, overextended).
 - d. Trunk condition (canker, bulges, ridges).
 - e. Cracks.
 - f. Decay or cavity (large trunk wound).
 - g. Tree architecture (lean, bows, taper, live crown ratio).
 - h. Root problem (dead, decayed, missing, abnormal, girdling, lack of flare).
 - i. Sidewalk conflicts.
11. **Further Inspection**—Trees in this category need added and future inspections due to a variety of issues beyond the scope of a standard tree inventory. Categories for further inspection include:
 - a. Annual inspection (e.g., a tree with a defect requiring annual monitoring).
 - b. Recent damage inspection (e.g., a healthy tree affected by recent construction or other damage).
 - c. Advanced risk assessment (e.g., a tree with a defect needing added or specialized equipment for investigation).
 - d. Insect/disease monitoring (e.g., a tree that appears to have an emerging insect or disease problem).
 - e. None.
12. **Clearance Requirements**—For each tree, DRG records if clearance requirements are met:
 - a. None present
 - b. Pedestrians
 - c. Signs
 - d. Traffic control
 - e. Utility
 - f. Building
13. **Date of Inventory**—The date the DRG urban forester collected the data.

Appendix D

Limited Warranty

Davey Resource Group, Inc. (“DRG”) provides this limited warranty (“Limited Warranty”) in connection with the provision of services by DRG (collectively the “Services”) under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the “Agreement”).

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the “Warranty Period”), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation (“Observational Data”) of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, “Subjects”), the Observational Data will pertain only to the specific point in time it is collected (the “Time of Collection”). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, “Changes”]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG’s guidance on your permitting and license requirements, DRG’s guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, “Source Information”). DRG assumes

the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty. You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.





**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**

NUMBER: <i>For City Clerk Use</i>	CA20211025-02
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SUBJECT/TITLE: Tub Grinding Contract			
REQUESTED BY: Darren Dunkle		DEPARTMENT / WARD Parks, Recreation & Forestry	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Move to approve the agreement with Fick Supply Service, Inc. and authorizes the City Manager to execute to contract contained in Council's packet.			
FISCAL IMPACT: \$36,250.00			
AMOUNT:	\$36,250.00	ACCOUNT No.:	12-40-90-8100
FROM FUND:	12-3380	TO FUND:	12-40-90-8100
EXPLANATION: Tub Grinding of materials from the second summer storm. Since this was not a planned or budgeted expenditure funds for this service would come from the Parks and Storm Water Fund reserves.			

STAFF COMMENTS AND BACKGROUND INFORMATION: The City advertised for bids for the tub grinding of materials on the City's website as well as emailed the information to several companies. Only one (1) company responded to the bid request and agreed to provide services per the specifications: Fick Supply Service Inc. \$36,250.00
--

CIP No.	
RELATED ITEMS / ATTACHMENTS: 1. Contract	

LIST CITY COUNCIL GOALS (S):	
RESPECTFULLY SUBMITTED:	Gregory Rose, City Manager
MEETING DATE:	October 25, 2021

CONTRACT

THIS AGREEMENT, made as of the _____ day of _____, 20____, by and between The City of University City, MISSOURI (here in after called the CITY) and Fick Supply Service Inc., a Missouri Company with offices at 501 N. Eatherton Road, Wildwood, Missouri 63005 (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to proceed with PRF 22-06 Tub Grinding Contract, hereinafter called the PROJECT, in accordance with the Specifications and Contract Documents prepared by the City of University City.

NOW, THEREFORE, The CITY and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the PROJECT, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract.

- a. Contract Time: Work under this Agreement shall be commenced upon written Notice to Proceed and shall be completed within thirty (30) calendar days of the authorization date in the Notice to Proceed.
- b. Liquidated Damages: The Contractor hereby expressly agrees to pay the City the sum of two hundred dollars (\$200.00) per day for each and every day, Sundays and legal holidays only excepted, after calendar days have expired during or upon which said work or any part thereof remains incomplete and unfinished.
- c. Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the City. No subcontractor shall further subcontract any of their work.

THE CITY AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this Contract, the amount as stipulated in the Proposal, which is:

Thirty-Six Thousand Two Hundred Fifty Dollars (\$36,250.00)

Final dollar amount will be computed from actual quantities/services provided as verified by the Director of Parks, Recreation and Forestry and in accordance with the unit prices set out in the Proposal.

CONTRACT DOCUMENTS:

The Contract comprises the Contract Documents as bound herein. If any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- A. Contract (This Instrument)
- B. Addenda to Contract Documents
- C. Conditions of the Contract
- D. Remaining Legal and Procedural Documents
 1. Proposal
 2. Instruction to Bidders
 3. Invitation for Bids

E. Job Special Provisions
AUTHORITY AND RESPONSIBILITY OF THE PARKS, RECREATION AND FORESTRY
DIRECTOR:

All work shall be done under the general inspection of the Director of Parks, Recreation and Forestry or his designee. The Director of Parks, Recreation and Forestry or his designee shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and rate of progress of work, interpretations of specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

SUCCESSORS AND ASSIGNS:

This Agreement and all the covenants hereof shall insure to the benefit of and be binding upon the City and Contractor respectively and their partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligation hereunder without consent of the other party.

The Contract contains a binding arbitration provision that may be enforced by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

(SEAL)

Attest:

Title: _____

By (signature): _____

Contractor (print): _____

Date: _____

(SEAL)

Attest:

By: _____
City Clerk

Date: _____

CITY OF UNIVERSITY CITY

CITY OF UNIVERSITY CITY

By: _____
City Attorney

By: _____
City Manager

Date: _____

Date: _____



**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**

NUMBER: <i>For City Clerk Use</i>	CM20211025-01
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SUBJECT/TITLE:
First (1st) Quarter Financial Report - September 30, 2021

REQUESTED BY: Keith Cole - Director of Finance	DEPARTMENT / WARD: Finance / All
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AGENDA SECTION: City Manager's Report	CAN ITEM BE RESCHEDULED?: Yes
---	---

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager is recommending acceptance of the 1st Quarter Financial Report as of September 30, 2021

FISCAL IMPACT:
General Fund - revenues (under) expenses by (\$2,938,832); Capital Improvement Sales Tax - revenues over expenses \$201,234; Park Stormwater Sales Tax - revenues over expenses \$47,620; Public Safety Sales Tax - revenues over expenses \$63,246

AMOUNT: na	ACCOUNT No.: na
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FROM FUND: na	TO FUND: na
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EXPLANATION:
A powerpoint presentation will consist of an overview on the major funds for the 1st Quarter of fiscal year 2022, as of September 30, 2021.

STAFF COMMENTS AND BACKGROUND INFORMATION:
Major Funds consists of: General Fund, Capital Improvement Sales Tax Fund, Park Stormwater Sales Tax Fund, and Public Safety Sales Tax Fund

CIP No.: na

RELATED ITEMS / ATTACHMENTS:
1. Powerpoint Presentation - 1st Quarter, September 30, 2021, FY2022
2. 1st Quarter Financial Report - Statement of Revenues and Expenditures

LIST CITY COUNCIL GOALS (5):

RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose	MEETING DATE: 10/25/2021
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1st Quarter September 30, 2021

FY2022 Presentation

October 25, 2021

By

Keith Cole

Director of Finance



General Fund - Revenues

Adjusted Budget	\$23,347,415
YTD Actual	\$2,967,615
Actual as % of Adjusted Budget	12.7%
Increase/(Decrease) compared to same quarter of FY2021	\$407,315

Key Points:

- Increase in Sales and Use Tax of roughly \$110,000, or 15.7%.
- Increase in Services Charges of roughly \$136,000, or 139.3%. The increase mainly from Ambulance Services.
- Increase in Municipal Court & Parking of roughly \$48,000, or 50.7%. Mainly due to the reopening of in person courts from being closed due to covid-19.
- Increase in Miscellaneous Revenue of roughly \$127,000, or 108.8%. Increase mainly due to receiving a health plan surplus distribution from St. Louis Area Ins. Trust.
- The bulk of property tax revenue the City receives, will come during the months of December 2021 and January 2022.

Overall, revenues as a percent of budget show a slight increase of 2.3% when compared to the same quarter of FY21.

General Fund - Expenditures

Adjusted Budget	\$26,535,735
YTD Actual	\$5,364,736
Actual as % of Adjusted Budget	20.2%
Increase/(Decrease) compared to same quarter of FY2021	\$454,190

Key Points:

- Increase in expenditures in Police Department of roughly \$165,000, or 8.8% compared to same quarter of FY21. This is mainly from salaries full-time and overtime.
- Increase in expenditures in Fire Department of roughly \$70,000, or 6.2% compared to same quarter of FY21. This is mainly from overtime and Property and Auto Insurance.
- Increase in expenditures in Planning & Development of roughly \$83,000, or 32.2% compared to same quarter of FY21. This is mainly from the implementation of SmartGov software.

Overall, the expenditures as a percent of budget increased slightly by 0.5% when compared to the same quarter of FY2021.

Capital Improvement Sales Tax - Revenues

Adjusted Budget	\$2,102,000
YTD Actual	\$284,700
Actual as % of Adjusted Budget	13.5%
Increase/(Decrease) compared to same quarter of FY2021	\$42,320

Key Points:

- Sales Tax revenue increased roughly 3.4% during the 1st Quarter of FY2022, compared to same quarter of FY21.

Capital Improvement Sales Tax - Expenditures

Adjusted Budget	\$2,139,255
YTD Actual	\$83,466
Actual as % of Adjusted Budget	3.9%
Increase/(Decrease) compared to same quarter of FY2021	\$34,988

Key Points:

- Increase in expenditures mainly from the purchase of the 6th Nissan Leaf Electric Vehicle.

Park and Stormwater Sales Tax - Revenues

Adjusted Budget	\$861,000
YTD Actual	\$80,136
Actual as % of Adjusted Budget	9.3%
Increase/(Decrease) compared to same quarter of FY2021	(\$49,767)

Key Points:

- Sales Tax revenue for the first quarter of FY2022 has shown a decrease of roughly 38% when compared to the same quarter of FY2021.

Park and Stormwater Sales Tax - Expenditures

Adjusted Budget	\$937,570
YTD Actual	\$32,516
Actual as % of Adjusted Budget	3.5%
Increase/(Decrease) compared to same quarter of FY2021	\$(41,712)

Key Points:

- Decrease in expenditures due to some of the capital projects has not fully commenced during the 1st quarter.

Public Safety Sales Tax - Revenues

Adjusted Budget	\$2,101,500
YTD Actual	\$210,972
Actual as % of Adjusted Budget	10.0%
Increase/(Decrease) compared to same quarter of FY2021	\$4,387

Key Points:

- The 1st quarter revenue of FY22, appears to be in line when compared to 1st quarter of FY2021.

Public Safety Sales Tax - Expenditures

Adjusted Budget	\$608,835
YTD Actual	\$147,726
Actual as % of Adjusted Budget	24.3%
Increase/(Decrease) compared to same quarter of FY2021	(\$85,860)

Key Points:

- The decrease in expenditures as compared to FY2021 is due to purchase of police vehicles that occurred in 1st quarter of FY21. This FY22 thus far, there have been some hold up in purchasing vehicles due to production slowdowns.

Questions

City of University City
Statement of Revenues and Expenditures
As of September 30, 2021
FY 2022

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2022 Actual As % of Adjusted Budget	2021 1st Qtr Actual	2021 Actual As % of Budget
<u>General Fund Revenues:</u>							
Property Taxes	3,702,350	3,702,350	22,956		0.6%	35,369	1.0%
Sales and Use Taxes	6,250,000	6,250,000	808,827		12.9%	699,218	10.7%
Gross Receipts Taxes	6,051,000	6,051,000	1,008,759		16.7%	1,024,712	18.5%
Intergovernmental	1,985,000	1,985,000	197,428		9.9%	208,666	9.2%
Grants	253,000	253,000	2,000		0.8%	58,920	6.9%
Licenses	636,000	636,000	25,343		4.0%	68,347	9.5%
Inspection Fees and Permits	1,327,000	1,327,000	196,845		14.8%	215,712	29.1%
Charges for Municipal Services	1,144,000	1,144,000	233,949		20.5%	97,757	8.2%
Parks and Recreation Fees	667,090	667,090	69,336		10.4%	(2,079)	-5.3%
Municipal Court and Parking	872,100	872,100	144,593		16.6%	95,952	22.7%
Interest Revenue	60,000	60,000	12,571		21.0%	(59,607)	-36.1%
Other Revenues	399,875	399,875	245,008		61.3%	117,333	4.8%
Total Revenues	23,347,415	23,347,415	2,967,615		12.7%	2,560,300	10.4%
<u>General Fund Expenditures:</u>							
Legislative Services	234,920	234,920	44,461	44,461	18.9%	41,246	18.4%
City Manager's Office	847,545	847,545	212,200	212,200	25.0%	163,025	22.4%
Communications	107,105	107,105	22,754	22,754	21.2%	50,859	26.5%
Human Resources	227,810	227,810	53,431	53,431	23.5%	64,700	26.3%
Finance Department	862,775	862,775	233,089	233,089	27.0%	204,095	27.3%
Information Systems	545,050	545,050	133,702	186,038	24.5%	123,930	19.9%
Municipal Court	381,600	381,600	81,701	81,701	21.4%	76,325	20.4%
Police Department	9,828,925	9,828,925	2,037,080	2,039,832	20.7%	1,872,576	20.8%
Fire Department	5,716,335	5,716,335	1,207,927	1,207,927	21.1%	1,137,863	20.9%
Public Works - Admin.	310,635	310,635	58,825	58,825	18.9%	67,968	20.3%
Street Maintenance	1,281,505	1,281,505	219,508	258,610	17.1%	173,803	13.2%
Facilities Maintenance	744,560	744,560	215,550	215,550	28.9%	188,119	23.5%
Planning & Development	1,794,875	1,794,875	339,948	339,948	18.9%	257,271	17.0%
Parks & Recreation - Parks Maint	1,989,035	1,989,035	336,852	454,181	16.9%	397,476	22.7%
Community Center	206,225	206,225	18,726	18,726	9.1%	11,626	6.0%
Aquatics	478,765	478,765	37,099	304,019	7.7%	18,943	4.6%
Centennial Commons	978,070	978,070	111,883	122,970	11.4%	60,721	11.1%
Debt Service	-	-	-	-	0.0%	-	0.0%
Total Expenditures	26,535,735	26,535,735	5,364,736	5,854,262	20.2%	4,910,546	19.7%
Total Operating Surplus (Deficit)	(3,188,320)	(3,188,320)	(2,397,121)			(2,350,246)	
Insurance Recoveries	75,000	75,000	21,041			2,000	
Transfer In from Other Funds	4,472,320	4,472,320	37,248			-	
Transfer Out to Other Funds	(1,470,000)	(1,470,000)	(600,000)			(540,666)	
Total Other Financing Sources	3,077,320	3,077,320	(541,711)			(538,666)	
Operating Revenues Over (Under) Expenditures	(111,000)	(111,000)	(2,938,832)			(2,888,912)	

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2021
FY 2022**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2022 Actual As % of Adjusted Budget	2021 1st Qtr Actual	2021 Actual As % of Budget
<u>Capital Improvement Sales Tax:</u>							
Sales and Use Taxes	2,100,000	2,100,000	284,700		13.6%	241,175	10.0%
Interest Revenue	2,000	2,000	-		0.0%	1,205	0.0%
Total Revenues	2,102,000	2,102,000	284,700		13.5%	242,380	10.1%
<u>Capital Improvement Sales Tax:</u>							
Personnel Services	292,905	292,905	47,853	47,853	16.3%	44,073	16.7%
Contractual Services	1,350	1,350	165	165	12.2%	162	0.0%
Materials and Supplies	20,000	20,000	-	-	0.0%	-	0.0%
Capital Outlay	1,825,000	1,825,000	35,448	35,448	1.9%	4,243	0.3%
Debt Service	-	-	-	-	0.0%	-	0.0%
Total Expenditures	2,139,255	2,139,255	83,466	83,466	3.9%	48,478	2.9%
Total Operating Surplus (Deficit)	(37,255)	(37,255)	201,234			193,902	
Transfer Out to General Fund	(600,000)	(600,000)	-			-	
Operating Revenues Over (Under) Expenditures	(637,255)	(637,255)	201,234			193,902	

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2021
FY 2022**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2022 Actual As % of Adjusted Budget	2021 1st Qtr Actual	2021 Actual As % of Budget
<u>Park and Stormwater Sales Tax:</u>							
Sales and Use Taxes	860,000	860,000	80,136		9.3%	129,246	13.7%
Interest Revenue	1,000	1,000	-		0.0%	657	0.0%
Total Revenues	861,000	861,000	80,136		9.3%	129,903	13.8%
<u>Park and Stormwater Sales Tax:</u>							
Personnel Services	209,585	209,585	37,784	37,784	18.0%	44,221	18.6%
Contractual Services	600	600	41	41	6.8%	95	18.1%
Capital outlay	727,385	727,385	(5,309)	271,614	-0.7%	29,912	165.7%
Debt Service	-	-	-	-	0.0%	-	0.0%
Total Expenditures	937,570	937,570	32,516	309,439	3.5%	74,228	28.9%
Total Operating Surplus (Deficit)	(76,570)	(76,570)	47,620			55,675	
Transfer Out to General Fund	(341,280)	(341,280)	-			-	
Operating Revenues Over (Under) Expenditures	(417,850)	(417,850)	47,620			55,675	

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2021
FY 2022**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2022 Actual As % of Adjusted Budget	2021 1st Qtr Actual	2021 Actual As % of Budget
<u>Public Safety Sales Tax:</u>							
Sales and Use Taxes	1,600,000	1,600,000	210,972		13.2%	194,420	10.1%
Other Financing Sources	500,000	500,000	-		0.0%	11,205	0.0%
Interest Revenue	1,500	1,500	-		0.0%	960	0.0%
Total Revenues	2,101,500	2,101,500	210,972		10.0%	206,585	8.9%
<u>Public Safety Sales Tax:</u>							
Personnel Services	46,050	46,050	4,315	4,315	9.4%	1,676	6.4%
Contractual Services	10,000	10,000	-	-	0.0%	(1,020)	0.0%
Capital Outlay	437,785	437,785	29,000	29,000	6.6%	118,519	12.6%
Debt Service	115,000	115,000	114,411	114,411	99.5%	114,411	99.5%
Total Expenditures	608,835	608,835	147,726	147,726	24.3%	233,586	21.6%
Total Operating Surplus (Deficit)	1,492,665	1,492,665	63,246			(27,001)	
Transfer Out to Other Funds	(1,629,760)	(1,629,760)	-			-	
Total Other Financing Sources	(1,629,760)	(1,629,760)	-			-	
Operating Revenues Over (Under) Expenditures	(137,095)	(137,095)	63,246			(27,001)	

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2021
FY 2022**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2022 Actual As % of Adjusted Budget	2021 1st Qtr Actual	2021 Actual As % of Budget
<u>Fleet Operations:</u>							
Service to Other Jurisdictions	1,000	1,000	-		0.0%	49	4.5%
Total Revenue	1,000	1,000	-		0.0%	49	4.5%
<u>Fleet Operations:</u>							
Expenditures	1,291,020	1,291,020	249,823	249,823	19.4%	259,919	20.9%
Total Operating Surplus (Deficit)	(1,290,020)	(1,290,020)	(249,823)			(259,870)	
Transfer In from Other Funds	1,270,000	1,270,000	600,000			540,666	
Operating Revenues Over (Under) Expenditures	(20,020)	(20,020)	350,177			280,796	

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2021
FY 2022**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2022 Actual As % of Adjusted Budget	2021 1st Qtr Actual	2021 Actual As % of Budget
<u>Sewer Lateral Fund:</u>							
Service Charges	575,000	575,000	7,191		1.3%	7,970	1.4%
Interest Revenue	-	-	-		0.0%	-	0.0%
Total Revenues	575,000	575,000	7,191		1.3%	7,970	1.4%
<u>Sewer Lateral Fund:</u>							
Personal Services	60,340	60,340	9,089	9,089	15.1%	2,811	10.1%
Contractual Services	7,390	7,390	3,591	3,591	48.6%	3,516	49.4%
Sewer Lateral Reimbursement	425,000	425,000	70,509	108,009	16.6%	53,780	11.8%
Total Expenditures	492,730	492,730	83,189	120,689	16.9%	60,107	12.3%
Total Operating Surplus (Deficit)	82,270	82,270	(75,998)			(52,137)	
Transfer Out to General Fund	(57,240)	(57,240)	-			-	
Operating Revenues Over (Under) Expenditures	25,030	25,030	(75,998)			(52,137)	

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2021
FY 2022**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2022 Actual As % of Adjusted Budget	2021 1st Qtr Actual	2021 Actual As % of Budget
<u>Solid Waste Fund:</u>							
Service Charges	3,389,000	3,389,000	1,352,027		39.9%	1,335,427	43.4%
Miscellaneous Revenues	20,700	20,700	5,606		27.1%	3,936	20.0%
Interest Revenue	1,000	1,000	-		0.0%	(3,285)	-328.5%
Grants	-	-	-		0.0%	-	0.0%
Total Revenues	3,410,700	3,410,700	1,357,633		39.8%	1,336,078	43.2%
<u>Solid Waste Fund:</u>							
Administration	272,180	272,180	51,848	51,848	19.0%	55,792	19.2%
Operations	2,777,765	2,777,765	597,217	608,265	21.5%	442,228	16.7%
Leaf Collection	248,775	248,775	11,367	11,367	4.6%	21,525	6.5%
Grants	20,000	20,000	5,961	5,961	29.8%	-	0.0%
Total Expenditures	3,318,720	3,318,720	666,393	677,441	20.1%	519,545	15.2%
Total Operating Surplus (Deficit)	91,980	91,980	691,240			816,533	
Transfer Out to General Fund	(70,000)	(70,000)	-			-	
Operating Revenues Over (Under) Expenditures	21,980	21,980	691,240			816,533	

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2021
FY 2022**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2022 Actual As % of Adjusted Budget	2021 1st Qtr Actual	2021 Actual As % of Budget
<u>Economic Development Retail Sales Tax</u>							
Sales and Use Taxes	525,000	525,000	40,068		7.6%	64,623	13.7%
Interest Revenue	700	700	-		0.0%	329	0.0%
Total Revenues	525,700	525,700	40,068		7.6%	64,952	13.8%
<u>Economic Development Retail Sales Tax</u>							
Personnel Services	58,830	58,830	9,743	9,743	16.6%	3,000	3.3%
Contractual Services	39,540	39,540	12,915	12,915	32.7%	33,390	2.9%
Capital Outlay	-	-	-	-	0.0%	42,700	28.7%
Total Expenditures	98,370	98,370	22,658	22,658	23.0%	79,090	5.7%
Total Operating Surplus (Deficit)	427,330	427,330	17,410			(14,138)	
Transfer Out to General Fund	-	-	(37,248)			-	
Operating Revenues Over (Under) Expenditures	427,330	427,330	(19,838)			(14,138)	

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2021
FY 2022**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2022 Actual As % of Adjusted Budget	2021 1st Qtr Actual	2021 Actual As % of Budget
<u>Grants:</u>							
Grant Revenue	998,000	998,000	-		0.0%	-	0.0%
Total Revenues	998,000	998,000	-		0.0%	-	0.0%
<u>Grants:</u>							
Contractual Services	-	-	-	-	0.0%	-	0.0%
Capital outlay	998,000	998,000	-	715,126	0.0%	-	0.0%
Total Expenditures	998,000	998,000	-	715,126	0.0%	-	0.0%
Total Operating Surplus (Deficit)	-	-	-			-	
Transfer Out to General Fund	-	-	-			-	
Operating Revenues Over (Under) Expenditures	-	-	-			-	

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2021
FY 2022**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2022 Actual As % of Adjusted Budget	2021 1st Qtr Actual	2021 Actual As % of Budget
<u>Parking Garage:</u>							
Parking Revenue	196,625	196,625	24,403		12.4%	23,631	11.6%
Miscellaneous	30,000	30,000	7,576		25.3%	-	0.0%
Total Revenues	226,625	226,625	31,979		14.1%	23,631	9.3%
<u>Parking Garage:</u>							
Personnel Services	22,590	22,590	-	-	0.0%	-	0.0%
Contractual Services	100,195	100,195	27,674	27,674	27.6%	20,867	17.7%
Capital outlay	-	-	-	-	0.0%	-	0.0%
Total Expenditures	122,785	122,785	27,674	27,674	22.5%	20,867	15.3%
Total Operating Surplus (Deficit)	103,840	103,840	4,305			2,764	
Transfer Out to General Fund	(118,220)	(118,220)	-			-	
Operating Revenues Over (Under) Expenditures	(14,380)	(14,380)	4,305			2,764	

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2021
FY 2022**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2022 Actual As % of Adjusted Budget	2021 1st Qtr Actual	2021 Actual As % of Budget
<u>Golf Course:</u>							
Golf Course Revenue	750,000	750,000	445,376		59.4%	407,705	36.5%
Miscellaneous	-	-	-		0.0%	-	0.0%
Total Revenues	750,000	750,000	445,376		59.4%	407,705	0.0%
<u>Golf Course:</u>							
Personnel Services	444,790	444,790	85,967	85,967	19.3%	80,117	22.1%
Contractual Services	228,280	228,280	50,408	50,408	22.1%	75,368	35.8%
Material and Supplies	150,600	150,600	26,715	26,715	17.7%	32,694	21.7%
Capital outlay	3,500	3,500	-	-	0.0%	-	0.0%
Total Expenditures	827,170	827,170	163,090	163,090	19.7%	188,179	22.8%
Total Operating Surplus (Deficit)	(77,170)	(77,170)	282,286			219,526	
Transfer out to General Fund	(53,220)	(53,220)	-			-	
Operating Revenues Over (Under) Expenditures	(130,390)	(130,390)	282,286			219,526	

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2021
FY 2022**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2022 Actual As % of Adjusted Budget	2021 1st Qtr Actual	2021 Actual As % of Budget
<u>Police and Fire Pension:</u>							
Property Taxes	994,000	994,000	6,547		0.7%	(59,748)	-6.0%
Miscellaneous	400,000	400,000	(183,474)		-45.9%	1,096,896	274.2%
Interest Revenue	500,000	500,000	73,490		14.7%	61,461	15.4%
Total Revenues	1,894,000	1,894,000	(103,437)		-5.5%	1,098,609	61.2%
<u>Police and Fire Pension:</u>							
Pension Administration	176,000	176,000	20,942	20,942	11.9%	34,303	20.2%
Pension Benefits	2,892,000	2,892,000	565,847	565,847	19.6%	578,341	21.7%
Total Expenditures	3,068,000	3,068,000	586,789	586,789	19.1%	612,644	21.6%
Total Operating Surplus (Deficit)	(1,174,000)	(1,174,000)	(690,226)			485,965	
Transfer In from Other Funds	794,260	794,260	-			-	
Operating Revenues Over (Under) Expenditures	(379,740)	(379,740)	(690,226)			485,965	

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2021
FY 2022**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2022 Actual As % of Adjusted Budget	2021 1st Qtr Actual	2021 Actual As % of Budget
<u>Non-Uniformed Pension:</u>							
Miscellaneous	1,591,345	1,591,345	(106,967)		-6.7%	1,205,805	78.1%
Interest Revenue	500,000	500,000	99,071		19.8%	71,926	18.0%
Total Revenues	2,091,345	2,091,345	(7,896)		-0.4%	1,277,731	65.7%
<u>Non-Uniformed Pension:</u>							
Pension Administration	199,200	199,200	35,631	35,631	17.9%	33,279	15.3%
Pension Benefits	1,657,500	1,657,500	381,246	381,246	23.0%	357,650	23.5%
Total Expenditures	1,856,700	1,856,700	416,877	416,877	22.5%	390,929	22.5%
Total Operating Surplus (Deficit)	234,645	234,645	(424,773)			886,802	
Transfer in from General Fund	-	-	-			-	
Operating Revenues Over (Under) Expenditures	234,645	234,645	(424,773)			886,802	

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2021
FY 2022**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2022 Actual As % of Adjusted Budget	2021 1st Qtr Actual	2021 Actual As % of Budget
<u>American Rescue Plan Fund</u>							
Miscellaneous	3,100,000	3,100,000	3,447,002		111.2%	-	0.0%
Total Revenues	3,100,000	3,100,000	3,447,002		111.2%	-	0.0%
<u>American Rescue Plan Fund</u>							
Contractual Services	50,000	50,000	-	-	0.0%	-	0.0%
Total Expenditures	50,000	50,000	-	-	0.0%	-	0.0%
Total Operating Surplus (Deficit)	3,050,000	3,050,000	3,447,002			-	
Transfer Out to Other Funds	(2,696,860)	(2,696,860)	-			-	
Operating Revenues Over (Under) Expenditures	353,140	353,140	3,447,002			-	

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2021
FY 2022**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2022 Actual As % of Adjusted Budget	2021 1st Qtr Actual	2021 Actual As % of Budget
<u>Olive I-170 TIF Fund (T2) RPA-1</u>							
Sales and Use Taxes	-	-	7,263		0.0%	-	0.0%
Total Revenues	-	-	7,263		0.0%	-	0.0%
<u>Olive I-170 TIF Fund (T2) RPA-1</u>							
Total Expenditures	-	-	-	-	0.0%	-	0.0%
Total Operating Surplus (Deficit)	-	-	7,263			-	
Transfer In from Other Funds	-	-	-			-	
Operating Revenues Over (Under) Expenditures	-	-	7,263			-	

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2021
FY 2022**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2022 Actual As % of Adjusted Budget	2021 1st Qtr Actual	2021 Actual As % of Budget
<u>Olive I-170 TIF Fund (T3) RPA-2</u>							
Sales and Use Taxes	-	-	7,336		0.0%	-	0.0%
Total Revenues	-	-	7,336		0.0%	-	0.0%
<u>Olive I-170 TIF Fund (T3) RPA-2</u>							
Total Expenditures	-	-	-	-	0.0%	-	0.0%
Total Operating Surplus (Deficit)	-	-	7,336			-	
Transfer In from Other Funds	-	-	-			-	
Operating Revenues Over (Under) Expenditures	-	-	7,336			-	

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2021
FY 2022**

	<u>Annual Budget</u>	<u>Adjusted Budget</u>	<u>YTD Actual</u>	<u>YTD With Encumb</u>	<u>2022 Actual As % of Adjusted Budget</u>	<u>2021 1st Qtr Actual</u>	<u>2021 Actual As % of Budget</u>
<u>Olive I-170 TIF Fund (T4) RPA-3</u>							
Sales and Use Taxes	-	-	77,257		0.0%	-	0
Total Revenues	-	-	77,257		0.0%	-	0
<u>Olive I-170 TIF Fund (T4) RPA-3</u>							
Total Expenditures	-	-	-	-	0.0%	-	0
Total Operating Surplus (Deficit)	-	-	77,257			-	
Transfer In from Other Funds	-	-	-			-	
Operating Revenues Over (Under) Expenditures	-	-	77,257			-	

City of University City
Statement of Revenues and Expenditures
As of September 30, 2021
FY 2022

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2022 Actual As % of Adjusted Budget	2021 1st Qtr Actual	2021 Actual As % of Budget
<u>Library:</u>							
Property Taxes	2,836,855	2,836,855	13,051		0.5%	(128,233)	-4.8%
Intergovernmental	22,983	22,983	-		0.0%	-	0.0%
Grants	65,000	65,000	61,748		95.0%	15,365	23.1%
Miscellaneous	26,000	26,000	4,900		18.8%	2,867	6.9%
Interest Revenue	-	-	51		0.0%	35	19.3%
Total Revenues	2,950,838	2,950,838	79,750		2.7%	(109,966)	-3.9%
<u>Library:</u>							
Personal Services	1,565,064	1,565,064	272,562	272,562	17.4%	252,689	18.0%
Contractual Services	364,680	364,680	113,763	113,763	31.2%	70,976	26.2%
Material and Supplies	372,285	372,285	34,745	34,745	9.3%	63,366	21.9%
Capital Outlay	-	-	128,759	128,759	0.0%	-	0.0%
Other	583,784	583,784	-	-	0.0%	-	0.0%
Grants Expenditures	65,000	65,000	15,347	15,347	23.6%	20,914	16.7%
Total Expenditures	2,950,813	2,950,813	565,176	565,176	19.2%	407,945	18.4%
Total Operating Surplus (Deficit)	25	25	(485,426)			(517,911)	
Transfer In from General Fund	-	-	-			-	
Operating Revenues Over (Under) Expenditures	25	25	(485,426)			(517,911)	

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	CM20211025-02
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SUBJECT/TITLE: MSD Operations, Maintenance and Construction Improvements (OMCI) Project Application (1300 Waldon Ave.)			
REQUESTED BY: Sinan Alpaslan		DEPARTMENT / WARD Public Works / Ward 3	
AGENDA SECTION:	City Manager's Report	CAN ITEM BE RESCHEDULED?	No
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: The City Manager recommends approval.			
FISCAL IMPACT: Reimbursement program upfront costs will be borne by 14-Park and Stormwater Sales Tax Fund and, upon approval of request, be reimbursed by the MSD OMCI program.			
AMOUNT:	\$15,000	ACCOUNT No.:	8100
FROM FUND:	14- Fund Reserves	TO FUND:	14-40-90
EXPLANATION: Reserve funding is requested to be allocated for grant application for full reimbursement upon grantor approval.			

STAFF COMMENTS AND BACKGROUND INFORMATION:
Near the intersection of Waldron and Wellington, a surface spring carries flow across several Waldron Ave. and Purdue Ave. properties in the 1300 block southward to a point at 1300 Waldron property where it is discharged to the ground surface. The current condition causes a safety hazard due to ponding and proposed to be alleviated by this project.
The project cost includes construction (\$7,400) + MSD connection (\$3,600) + Design/Inspections (\$2,350) + Contingency (15%) (\$1,650) = \$15,000

CIP No.	N/A
RELATED ITEMS / ATTACHMENTS: 1) MSD OMCI Program application draft 2) Overview Map/Exhibit 3) Construction Cost Estimate worksheet	

LIST CITY COUNCIL GOALS (S):
Resolve storm water issues for public benefit.

RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	October 25, 2021
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Application for OMCI Stormwater
Project Reimbursement Program



Date: October 20, 2021

Municipality: University City

Project Contact:

Name: Sinan Alpaslan

Title: Director of Public Works

E-mail: sinan@ucitymo.org

Phone: 314-505-8572

To be completed by MSD
Date Received: _____
MSD Project #: _____
MSD Project Name: _____

Project Information:

OMCI Subdistrict: University City Branch of River Des Peres OMCI Grant Reimbursement Area

OMCI Reimbursement Amount Requested: \$15,000

Project Name: Waldron-Wellington Drainage Improvements

Project Address: 1300 Waldron Ave.

Problem Being Addressed: A surface spring flow across several property lines upstream of 1300 Waldron Ave. is intercepted and drained into the nearby MSD combined sewer system.

Project Description: Current conditions on site present a drainage problem sourcing across several properties and ponding on a public street prone to icing hazards in winter and environmental issues in spring-summer.

The proposed solution is intended to resolve the problem and maintain the public right-of-way on Wellington Ave. at an acceptable level.

Has project been submitted to MSD Development Review: Yes X No

If Yes, MSD Accela #: _____

Other Pertinent Information: _____

Please attach the following additional supporting materials:

 X Overview Map of project location including street names (required)

 X Cost Estimate (required)

 Project Plans (if relevant)

 Other Supporting Documents, Reports, Pictures Etc. (describe) _____

Note: The Metropolitan St. Louis Sewer District plans to allocate OMCI taxing subdistrict revenue to municipalities to reimburse them for costs incurred for eligible stormwater projects. Eligible stormwater expenditures may include the following: storm sewer and inlet construction; drainage improvements; streambank stabilization and erosion control projects; clearing under bridges or cleaning detention basins; stormwater planning or engineering costs; and other stormwater related expenses as determined appropriate by the District to address drainage, flooding, and erosion issues. Activities for MS4 permit compliance and routine maintenance are not considered eligible.

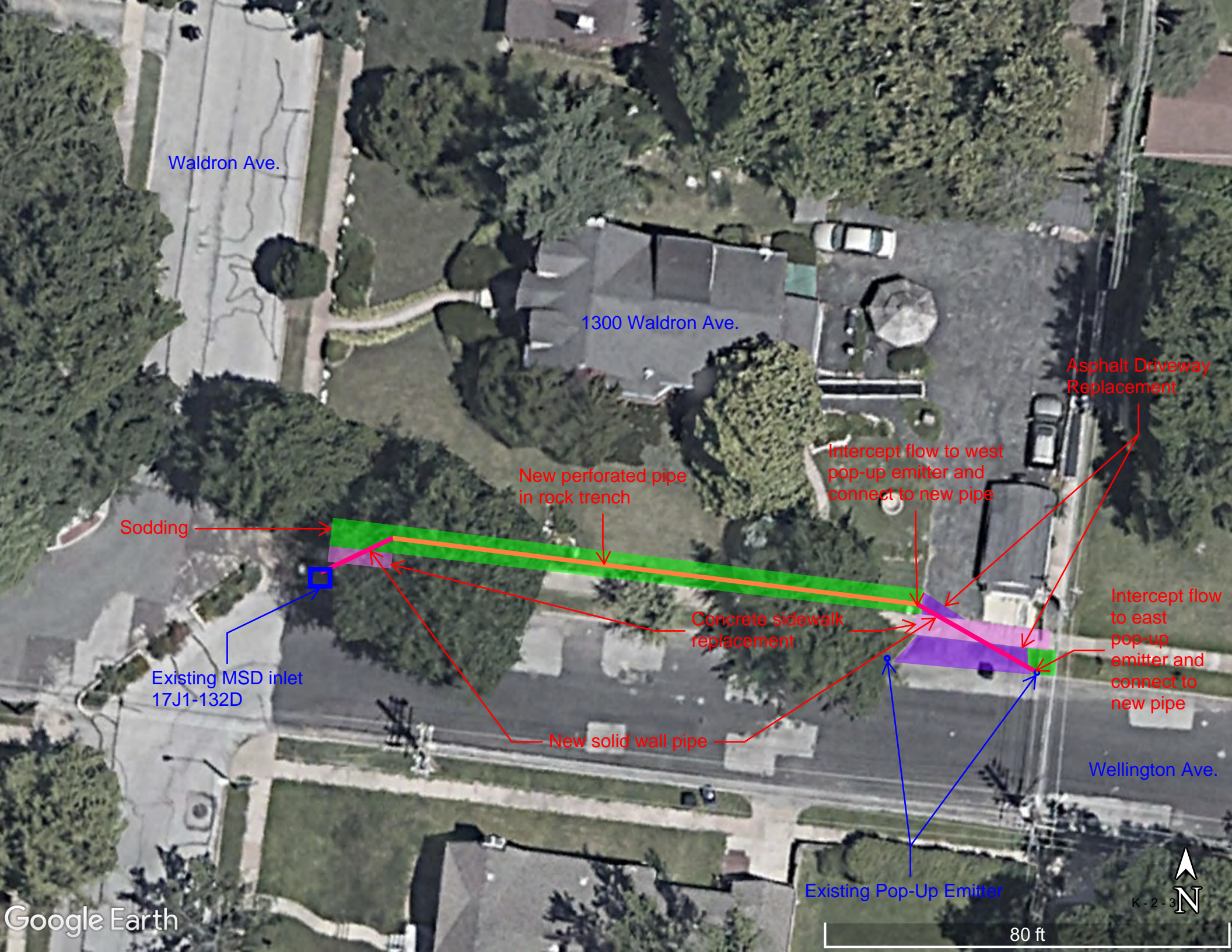
Signature: _____

Title: _____

Printed Name: _____

Date: _____

Return completed form to: Jeff Riepe, MSD, 2350 Market Street, St. Louis, MO 63103, or jriepe@stlmsd.com



Waldron Ave.

1300 Waldron Ave.

Asphalt Driveway Replacement

Intercept flow to west pop-up emitter and connect to new pipe

Sodding

New perforated pipe in rock trench

Concrete sidewalk replacement

Intercept flow to east pop-up emitter and connect to new pipe

Existing MSD inlet 17J1-132D

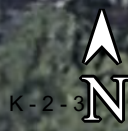
New solid wall pipe

Wellington Ave.

Existing Pop-Up Emitter

Google Earth

80 ft



K-2-3

TOTAL = 72/03

Concrete dyds = \$400

Back: $(162 \text{ ft}) / 9 = 18 \text{ dyds} = 28.8 \text{ dy} = 28.8 \text{ dy} \times (\$6/\text{dy}) = \$172.8$

Msh cement: \$80.00

Material: (17 pipe) $(\$40/\text{pipe}) = \680

Equip: 1 excavator $(3 \text{ days}) (\$300/\text{day}) = \900

Waste: (2 msh) $(24 \text{ hrs}) (\$100/\text{hr}) = \4800

50 feet per hour traffic. 3 days. Sitout B&B Areas to excavate

Steps: $(162 \text{ feet}) (.02) = 3.24$
 $517 - 3.24 - 1.5 = 512.26$

Total 162 feet

15 feet of pipe

IF RAIN BATHING SIMULTANEOUS ATTS

Top up hours

147 feet from inlet to 2nd

Permits = \$80.00

50 ft 2' diam. truck

1.6

Plus of turning \$80 - \$120 per foot of trench.

Assumes pop up elevation at 517.00

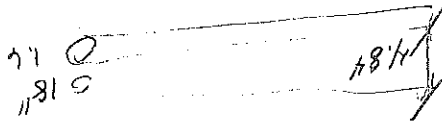
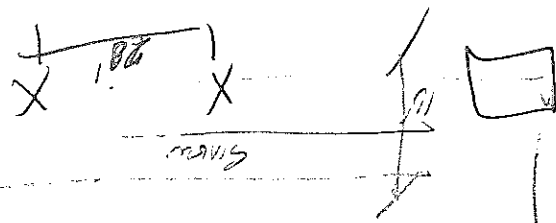
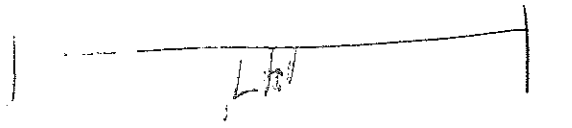
Truck - \$85/day

Excavator Rent \$300/hr

4" PVC pipe 35 = \$40.00 for 10 ft pipe.

4" PVC pipe 30.40 = \$40.00 for 10 ft pipe.

Trench drain 4" perforated pipe 18" heavy







LEWIS & CLARK
K-2-65

CITY OF UNIVERSITY CITY COUNCIL MEETING

AGENDA ITEM



NUMBER: <i>For City Clerk Use</i>	NB20211025-01
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SUBJECT/TITLE: Resolution 2021-16 for Fiscal Year 2021-2022 Budget Amendment #1			
REQUESTED BY: Keith Cole, Director of Finance		DEPARTMENT / WARD Finance / All	
AGENDA SECTION:	New Business - Resolution 2021-16	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval of the Resolution for fiscal year 2021-2022 Budget Amendment #1.			
FISCAL IMPACT: Reduction in Fund Balance - General Fund \$24,952; Econ Dev Retail Sales Tax Fund - \$64,048; Cap Imp Sales Tax Fund - \$84,565; Parks & Stormwater Sales Tax Fund - \$386,956; Public Safety Sales Tax Fund - \$300,000; Increase in Fund Balance - American Rescue Plan Fund \$347,000. No impact to Grants Fund.			
AMOUNT:	Various	ACCOUNT No.:	See Detail - Various
FROM FUND:	See Detail - Various	TO FUND:	See Detail - Various
EXPLANATION: The changes in the General Fund, Econ Dev Retail Sales Tax Fund, Capital Imp Sales Tax Fund, Parks & Stormwater Sales Tax Fund, and Public Safety Sales Tax Fund will have a reduction in fund balance by \$24,952, \$64,048, \$84,565, \$386,956 and \$300,000, respectively. The change in the American Rescue Plan Fund will have an increase in fund balance by \$347,000. There will be no impact to fund balance to the Grants Fund.			
STAFF COMMENTS AND BACKGROUND INFORMATION: The attached information is the first (1st) budget amendment of fiscal year 2022. The amendment incorporates the increases and decreases of revenues and expenditures of the mentioned funds.			
CIP No.	N/A		
RELATED ITEMS / ATTACHMENTS: 1. Budget Amendment Details 2. Resolution 2021-16 for Approval of the Amendment			
LIST CITY COUNCIL GOALS (S):			
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	10.25.2021

**FY22 Budget Amendment #1
To Be Approved by City Council
October 25, 2021**

General Fund:

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
<u>Revenues</u>			
1) 4900 Transfer In	37,248		Increase due to reimbursement of parking meter fees to cover a portion of the costs of free parking initiative for the University City Loop. Funds were transferred from EDRST Fund to General Fund. Council approved at the 09.13.2021 Council meeting.
Change in Revenues - Increase		37,248	

**FY22 Budget Amendment #1
To Be Approved by City Council
October 25, 2021**

General Fund:

<u>Account</u>	<u>Expenditures</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) City Manager's Office				
01.12.05.6070	Temporary Labor	2,200		Increase due to hiring temporary personnel to sit at the information desk at City Hall, 1st Fl, temporary basis. Funds to come from fund reserves.
2) Finance				
01.16.08.5001	Salaries-Full Time		(10,000)	Increase/Decrease due to hiring temporary labor to assist in multi-functions in HR and Payroll. Funds budgeted in Salaries, no impact to fund reserves.
01.16.08.6070	Temporary Labor	10,000		
3) Information Technology				
01.18.11.6650	Memberships & Certifications	50		Increase due to Experts Exchange Annual membership came in higher than expected.
01.18.11.7090	Office & Computer Equipment		(50)	
4) Police				
01.30.90.8200	Vehicles & Equipment	30,000		Increase due to the approval to purchase of a pre-used Mobile Shooting Range Trailer. Funds to come from General fund reserves. Council approved 10.11.2021.
01.30.20.5001.01	Salaries-Full Time COVID-19	10,000		Increase due to COVID-19 related time. Funds to offset from regular Salaries-Full Time. No impact to fund reserves.
01.30.20.5001	Salaries-Full Time		(10,000)	
5) Police - Temporary Building				
01.30.21.6160	Insurance Property & Auto	750		Increase due to premium came in higher than expected. Funds to offset from police insurance property & auto. No impact to fund reserves.
01.30.20.6160	Insurance Property & Auto		(750)	
6) Parks, Recreation & Forestry - Park Maintenance				
01.50.45.8100	Misc. Improvements	30,000		Increase due to the Tree Removal Project as a result from an evaluation & analysis on the trees current conditions. Funds to come from fund reserves. Council approved at the 08.09.2021 Council meeting.
01.50.45.5001	Salaries-Full Time		(400)	Increase due to COVID-19 related time. Funds to offset from regular Salaries-Full Time. No impact to fund reserves.
01.50.45.5001.01	Salaries-Full Time COVID-19	400		

**FY22 Budget Amendment #1
To Be Approved by City Council
October 25, 2021**

General Fund:

<u>Account</u>	<u>Expenditures</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
7) Parks, Recreation & Forestry - Community Center				
01.50.49.5001	Salaries-Full Time		(300)	Increase due to COVID-19 related time. Funds to offset from regular Salaries-Full Time. No impact to fund reserves.
01.50.49.5001.01	Salaries-Full Time COVID-19	300		
8) Parks, Recreation & Forestry - Aquatics				
01.50.51.5001	Salaries-Full Time		(300)	Increase due to COVID-19 related time. Funds to offset from regular Salaries-Full Time. No impact to fund reserves.
01.50.51.5001.01	Salaries-Full Time COVID-19	300		
9) Parks, Recreation & Forestry - Centennial Commons				
01.50.53.5001	Salaries-Full Time		(300)	Increase due to COVID-19 related time. Funds to offset from regular Salaries-Full Time. No impact to fund reserves.
01.50.53.5001.01	Salaries-Full Time COVID-19	300		
Change in Expenditures - Increase			62,200	
Total General Fund				
Reduction in Fund Balance			(24,952)	

The effect on the General Fund from these amendments are as follows:

Original Adopted Budget (Deficit)	\$ (111,000)
Change in Budget Amendment #1	(24,952)
Balance after Budget Amendment #1	\$ (135,952)

**FY22 Budget Amendment #1
To Be Approved by City Council
October 25, 2021**

Economic Development Retail Sales Tax Fund:

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>
1) 11.45.78.6010 Professional Services	22,000	Increase due to EDRST Board recommendation to authorize a contract w/ Development Strategies to conduct market analysis on 3 locations, Loop, Delmar/I-170, and Olive/I-170. Funds to come from fund reserves. Council approved 09.13.2021.
2) 11.45.78.6010 Professional Services	4,800	Increase due to EDRST Board recommendation to purchase a subscription to CoStar for 1 yr license. Funds to come from fund reserves. Council approved 09.13.2021.
3) 11.45.78.9950 Operating Transfer Out	37,248	Increase due to reimbursement of parking meter fees to cover a portion of the costs of free parking initiative for the University City Loop. Funds were transferred from EDRST Fund to General Fund. Council approved 09.13.2021. Funds will come from fund reserves.
Total Economic Development Retail Sales Tax Fund Reduction in Fund Balance		(64,048)

Capital Improvement Sales Tax Fund:

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>
1) 12.35.90.8200 Vehicles & Equipment	26,000	Increase due to secure bid amount of \$326,000 to purchase 1 2023 Freightliner/Superior Warrior Ambulance at a cost of \$326,000. \$26,000 will come from Capital Imp Sales Tax fund reserves and \$300,000 will come from Public Safety Sales Tax fund reserves. Council approved 09.27.2021.
2) 12.40.90.8200 Vehicles & Equipment	26,940	Increase due to the purchase request of a 6th Nissan Leaf Electric Vehicle for the Housing Division of the Planning & Development Dept. Council approved 08.09.2021. Funds will come from fund reserves.
3) 12.50.90.8100 Misc. Improvements	31,625	Increase due to the Tree Removal Project as a result from an evaluation & analysis on the trees current conditions. Funds to come from fund reserves. Council approved 08.09.2021.
Total Capital Improvement Sales Tax Fund Reduction in Fund Balance		(84,565)

**FY22 Budget Amendment #1
To Be Approved by City Council
October 25, 2021**

Parks & Stormwater Sales Tax Fund:

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	
1) 14.40.90.8100 Misc. Improvements	168,880		Increase due to the approval of consulting services for the stormwater master plan and expenses for flooding early warning system and data collection. Council approved 09.13.2021. Funds to come from Fund Reserves.
2) 14.40.90.8100 Misc. Improvements	106,446		Increase due to agreement with Pavement Solutions to repair/replace the Heman Park Asphalt Trail. The project was included in Resolution 2021-10 as committed in FY22 and the funds will come from fund reserves. Approved by Council 09.13.2021.
3) 14.50.90.8010 Parks Improvement	85,105		Increase due to the needed repairs and painting of the Heman Park Pool. Council approved at the 08.09.2021 Council meeting. Funds will come from fund reserves. This project was included in Resolution 2021-10 as Committed fund reserves for FY22.
4) 14.50.90.8100 Misc. Improvements	18,900		Increase due to approving contract with Agricycle, Inc. for Tub Grinding. Funds will come from fund reserves. Council approved 09.13.2021.
5) 14.50.90.8100 Misc. Improvements	7,625		Increase due to awarded a T.R.I.M grant from the MO Dept. of Conservation in the amount of \$22,875. The award is for conducting tree inventory for Wards 1&2 and storing the data in a "TreeKeeper Software." The cost is \$30,500 minus the grant \$22,875, \$7,625 will come from fund reserves. Council approved 09.13.2021.
Total Parks & Stormwater Sales Tax Fund Reduction in Fund Balance		(386,956)	

**FY22 Budget Amendment #1
To Be Approved by City Council
October 25, 2021**

Public Safety Sales Tax Fund:

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) 15.35.90.8200 Vehicles & Equipment	300,000		Increase due to secure bid amount of \$326,000 to purchase 1 2023 Freightliner/Superior Warrior Ambulance at a cost of \$326,000. \$26,000 will come from Capital Imp Sales Tax fund reserves and \$300,000 will come from Public Safety Sales Tax fund reserves. Council approved 09.27.2021.
Total Public Safety Sales Tax Fund Reduction in Fund Balance		(300,000)	

Grants Fund:

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
1) 22.4205.50 Grant Revenue - Parks	525,000		Awarded grant notification by the Municipal Park Grant Commission of St. Louis County for the Ackert Park Renovation. Funds will offset expenditures.
2) 22.4205.50 Grant Revenue - Parks	22,875		Awarded a T.R.I.M grant from the Missouri Dept. of Conservation for the purpose of performing tree inventory and store data collected in a "TreeKeeper Software." Council approved on 09.13.2021.
<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
3) 22.50.95.8010 Parks Improvement	525,000		Increase due to awarding contract for the Ackert Park Renovation Project. Project will be funded by the Municipal Park Grant Commission of St. Louis County totaling \$525,000. This project was included in Resolution 2021-10 as Committed fund reserves for FY22. Council approved 08.09.2021.
4) 22.50.95.8100 Misc. Improvements	22,875		Awarded a T.R.I.M grant from the Missouri Dept. of Conservation for the purpose of performing tree inventory and store data collected in a "TreeKeeper Software." Council approved on 09.13.2021.
Total Grants Fund No Impact to Fund Balance		-	

**FY22 Budget Amendment #1
To Be Approved by City Council
October 25, 2021**

American Rescue Plan Fund

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
1) 29.4804 Miscellaneous Revenue	347,000		Increase due to receiving more ARPA funds than originally anticipated at the time of budgeting.
Total American Rescue Plan Fund Increase in Fund Balance		347,000	

Resolution 2021 - 16

**A RESOLUTION AMENDING THE FISCAL YEAR 2021-2022 (FY22)
BUDGET – AMENDMENT # 1 AND APPROPRIATING SAID AMOUNTS**

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of University City, Missouri, that the Annual Budget for the fiscal year beginning July 1, 2021, was approved by the City Council and circumstances now warrant amendment to that original budget.

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

Adopted this 25th day of October 2021.

Mayor

Attest:

City Clerk

Certified to be Correct as to Form:

City Attorney



**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**

NUMBER: <i>For City Clerk Use</i>	NB20211025-02
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SUBJECT/TITLE: An Ordinance Approving a First Supplemental Trust Indenture in Connection with the Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A and B of the City of University City, Missouri, and Approving Certain Actions Relating Thereto.			
REQUESTED BY: City Manager's Office		DEPARTMENT / WARD CMO / All	
AGENDA SECTION:	New Business - Bill 9446	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval.			
FISCAL IMPACT:			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: The owner of the Notes, U. City, L.L.C., has requested the City and the Trustee to execute a Supplemental Indenture to modify the redemption provisions in the Original Indenture and Notes. SEE ATTACHED STAFF REPORT FOR ADDITIONAL DETAILS			
STAFF COMMENTS AND BACKGROUND INFORMATION: The City issued its Tax Increment Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A and B (the "Notes"), in the aggregate principal amount not to exceed \$70,901,661.19, on March 29, 2021, pursuant to a Trust Indenture dated as of March 1, 2021 (the "Original Indenture") between the City and the Trustee. The Notes were approved by Ordinance No. 7147 on March 15, 2021.			
CIP No.	N/A		
RELATED ITEMS / ATTACHMENTS: 1. Staff Report 2. Bill 9446			
LIST CITY COUNCIL GOALS (5):			
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	October 25, 2021

AGENDA ITEM – STAFF REPORT

MEETING DATE: October 25, 2021

DEPARTMENT: City Manager's Office

AGENDA ITEM TITLE:

An Ordinance Approving a First Supplemental Trust Indenture in Connection with the Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A and B of the City of University City, Missouri, and Approving Certain Actions Relating Thereto.

ADDITIONAL BACKGROUND INFORMATION:

The City issued its Tax Increment Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A and B (the "Notes"), in the aggregate principal amount not to exceed \$70,901,661.19, on March 29, 2021, pursuant to a Trust Indenture dated as of March 1, 2021 (the "Original Indenture") between the City and the Trustee. The Notes were approved by Ordinance No. 7147 on March 15, 2021.

The owner of the Notes, U. City, L.L.C., has requested the City and the Trustee to execute a Supplemental Indenture to modify the redemption provisions in the Original Indenture and Notes. Specifically, the Original Indenture provides that the Notes are subject to optional redemption by the City, in whole or in part, at any time, at a redemption price of 100% of the principal amount of the Notes, plus accrued interest thereon. The Supplemental Indenture modifies that by providing that the Notes are not subject to optional redemption by the City until on or after May 1, 2031.

Further, the Developer advanced \$3 million to the City on March 31, 2021, as the "RPA 2/3 Advance Amount" as required by the Redevelopment Agreement between the City and the Developer. This was after the Notes were approved by Ordinance No. 7147. Under the Redevelopment Agreement (Section 4.1) the City is obligated to reimburse the Developer for the RPA 2/3 Advance Amount, solely from the proceeds of TIF Notes and/or TIF Bonds. Therefore, it is necessary to increase the maximum aggregate principal amount of the Notes to \$73,901,661.19. The Supplemental Indenture increases the amount accordingly.

INTRODUCED BY: _____

DATE: _____, 2021

BILL NO. 9446

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FIRST SUPPLEMENTAL TRUST INDENTURE IN CONNECTION WITH THE TAX INCREMENT REVENUE NOTES (OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT PROJECT AREA 1), SERIES A AND B, OF THE CITY OF UNIVERSITY CITY, MISSOURI, AND APROOVING CERTAIN ACTIONS RELATING THERETO.

WHEREAS, on March 29, 2021, the City issued its Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A and B (the “Notes”), in the aggregate principal amount of not to exceed \$70,901,661.19, pursuant to a Trust Indenture dated as of March 1, 2021 (the “Original Indenture”) between the City and BOKF, N.A., as trustee (the “Trustee”); and

WHEREAS, the owner of the Notes, U. City, L.L.C. (the “Owner”), has requested that the City and the Trustee modify the redemption provisions in the Original Indenture and the Notes; and

WHEREAS, the Developer (as defined in the Original Indenture) has advanced \$3,000,000 to the City as the “RPA 2/3 Advance Amount” as required by the Redevelopment Agreement between the City and the Developer, and therefore it is necessary to increase the authorized principal amount of the Notes by that amount; and

WHEREAS, the Council finds and determines that it is in the best interests of the City and its residents to modify the Original Indenture and the Notes for the above purposes;

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

Section 1. The City Council hereby approves the First Supplemental Trust Indenture (the “Supplemental Indenture”) in substantially the form presented to and reviewed by the City Council at this meeting and attached to this Ordinance as **Exhibit A**, with such changes therein as shall be approved by the officer or officers of the City executing such document, such officer’s or officers’ signatures thereon being conclusive evidence of his, her or their approval thereof.

Section 2. The City Manager is hereby authorized and directed to execute and to deliver the Notes to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Supplemental Indenture. The City Manager is hereby authorized and directed to execute and deliver, on behalf of the City, the Supplemental Indenture and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance. The City Clerk is hereby authorized and directed to attest to the Notes, the Indenture and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and

to carry out, comply with and perform the duties of the City with respect to the Notes and the Supplemental Indenture.

Section 4. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones, and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED and ADOPTED THIS ___ DAY OF NOVEMBER, 2021.

MAYOR

(Seal)

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

EXHIBIT A

FORM OF FIRST SUPPLEMENTAL TRUST INDENTURE

CITY OF UNIVERSITY CITY, MISSOURI

and

**BOKF, N.A.,
as Trustee**

FIRST SUPPLEMENTAL TRUST INDENTURE

Dated as of November 1, 2021

Relating to

**\$73,901,661.19
City of University City, Missouri
Tax Increment Revenue Notes
(Olive Boulevard Commercial Corridor and Residential Conservation
Redevelopment Project Area 1)
Series A and B**

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE (this “Supplemental Indenture”), made and entered into as of November 1, 2021, by and between the **CITY OF UNIVERSITY CITY, MISSOURI**, an incorporated political subdivision of the State of Missouri (the “City”), and **BOKF, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and having a corporate trust office located in St. Louis, Missouri, as trustee (the “Trustee”);

RECITALS:

1. On March 29, 2021, the City issued its Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A and B (the “Notes”), in the aggregate principal amount of not to exceed \$70,901,661.19, pursuant to a Trust Indenture dated as of March 1, 2021 (the “Original Indenture”) between the City and the Trustee.

2. The owner of the Notes, U. City, L.L.C. (the “Owner”), has requested that the City and the Trustee execute this Supplemental Indenture to modify the redemption provisions in the Original Indenture and the Notes.

3. The Developer has advanced \$3,000,000 to the City as the “RPA 2/3 Advance Amount” as required by the Redevelopment Agreement, and therefore it is necessary to increase the authorized principal amount of the Notes by that amount.

4. Terms that are not defined herein shall have the meanings assigned to such terms in the Original Indenture.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Trustee agree as follows:

Section 1. Definitions of Words and Terms. The following term as used in the Original Indenture shall have the following meaning, and **Section 101** of the Original Indenture is hereby amended and supplemented to so provide:

“**Indenture**” means the Original Indenture as supplemented and amended by this Supplemental Indenture.

Section 2. Authorized Amount of Notes. All references in the Original Indenture to \$70,901,661.19 are hereby changed to \$73,901,661.19.

Section 3. Redemption of Notes. **Section 302(a)** of the Original Indenture is hereby amended by deleting the original text and inserting the following in substitution thereof:

(a) *Optional Redemption.* The Notes are subject to optional redemption by the City, in whole or in part at any time on or after May 1, 2031, at a redemption price of 100% of the principal amount of the Notes to be redeemed, plus accrued interest thereon to the date fixed for redemption.

Section 4. Form of Bond. On the date of delivery of this Supplemental Indenture, the Trustee shall cancel Bond R-1 held by the Trustee pursuant to **Section 201(h)** of the Original Indenture, the Trustee

shall, following execution thereof by the City, endorse Bond R-2 (which shall be in the form attached as **Exhibit A** hereto) in the same principal amount as the cancelled Bond R-1, and the Trustee shall hold Bond R-2 for the benefit of the Owner pursuant to **Section 201(h)** unless otherwise directed in writing by the Owner.

Section 5. Applicability of Original Indenture. Except as otherwise provided in this Supplemental Indenture, the provisions of the Original Indenture are hereby ratified, approved and confirmed.

Section 6. Consent of Bond Owners and Lender. The Owner of 100% of the Bonds Outstanding and the Lender have consented to and directed the Trustee to execute, and approved the execution by the City and the Trustee of this Supplemental Indenture and hereby waives all notices required under the Original Indenture, including but not limited to **Section 1102** thereof.

Section 7. Severability. If any provision of this Supplemental Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

Section 8. Execution in Counterparts. This Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9. Governing Law. This Supplemental Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 10. Electronic Transactions. Unless otherwise specified herein, the transactions and other activities described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of University City, Missouri, has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, BOKF, N.A. has caused these presents to be signed in its name by a duly authorized officer, all as of the day and year first above written.

CITY OF UNIVERSITY CITY, MISSOURI

[SEAL]

By: _____
City Manager

ATTEST:

City Clerk

[Supplemental Indenture]

BOKF, N.A.,

as Trustee

By: _____
Name: _____
Title: _____

[Supplemental Indenture]

The undersigned, as Owner of 100% of the Bonds Outstanding hereby consents to and directs the Trustee to execute, and approve the execution by the City and the Trustee of this Supplemental Indenture and hereby waives all notices required under the Original Indenture, including but not limited to **Section 1102** thereof.

Date: _____, 2021

U. CITY, L.L.C., a Missouri limited liability company

By: _____
Name: _____
Title: _____

The undersigned, as Lenders, hereby consent to and direct the Trustee to execute, and approve the execution by the City and the Trustee of this Supplemental Indenture and hereby waive all notices required under the Original Indenture, including but not limited to **Section 1102** thereof.

Date: _____, 2021

CEDAR RAPIDS BANK AND TRUST COMPANY

By: _____
Name: _____
Title: _____

THE ROBERT G. CLARK REVOCABLE LIVING TRUST U/A/D 12/14/1994

By: _____
Name: Robert G. Clark
Title: Trustee

EXHIBIT A

FORM OF TIF NOTES

THIS NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN-DESCRIBED INDENTURE.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-___**

**Registered
Up to \$ _____
(See Schedule A attached)**

CITY OF UNIVERSITY CITY, MISSOURI

**[TAXABLE] TAX INCREMENT REVENUE NOTE
(OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION
REDEVELOPMENT PROJECT AREA 1)
SERIES [A/B]**

Rate of Interest: Variable, as described below

Maturity Date: June 9, 2042

REGISTERED OWNER:

PRINCIPAL AMOUNT: See **SCHEDULE A** attached hereto.

The **CITY OF UNIVERSITY CITY, MISSOURI**, an incorporated political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “City”), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown from time to time on **Schedule A** attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on **Schedule A** attached hereto or from the most recent Interest Payment Date to which interest has been paid or duly provided for (computed on the basis of a 360-day year of twelve 30-day months) at the Interest Rate defined below. Interest shall be payable semiannually on May 1 and November 1 in each year (each, an “Interest Payment Date”), beginning on the first Interest Payment Date following the initial transfer of moneys to the Special Allocation Fund. Interest that remains unpaid on any Interest Payment Date shall be compounded semi-annually.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined) or the Redevelopment Agreement dated as of June 13, 2019 among the City, U. City, L.L.C. and U. City TIF Corporation, as amended by the First Amendment to Redevelopment Agreement dated as of June 29, 2020 among the City, U. City, L.L.C. and U. City TIF Corporation, and as may be further amended or supplemented from time to time (collectively, the “Agreement”).

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS NOTE TERMINATE ON JUNE 9, 2042, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS

BEEN PAID IN FULL. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN THE INDENTURE, THIS NOTE MAY BECOME SUBORDINATED TO OTHER OBLIGATIONS OF THE CITY AS PROVIDED IN SECTION 5.2(b) OF THE AGREEMENT. REFERENCE IS MADE TO THE INDENTURE AND THE AGREEMENT FOR A COMPLETE DESCRIPTION OF THE CITY’S OBLIGATIONS HEREUNDER.

The principal of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this Note at the principal corporate trust office in St. Louis, Missouri of BOKF, N.A., as trustee (the “Trustee”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the Register at the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Trustee to the address of such registered owner shown on the Register or (b) by electronic transfer to such registered owner upon written notice given to the Trustee and signed by such registered owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the United States), ABA routing number and account number to which such registered owner wishes to have such transfer directed and an acknowledgement that an electronic transfer fee may be applicable. The principal or redemption price of and interest on the Notes shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Note is one of an authorized series of fully-registered notes of the City designated “City of University City, Missouri, [Tax-Exempt] [Taxable] Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series _____,” which together with other authorized series of fully-registered Notes of the City designated “City of University City, Missouri, Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series _____,” aggregate a principal amount of \$73,901,661.19 (collectively the “Notes”). The Notes are being issued for the purpose of paying a portion of the Reimbursable Redevelopment Project Costs in connection with the redevelopment of RPA 1 of the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Area, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (the “Act”), the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “CID Act”), and pursuant to a Trust Indenture dated as of March 1, 2021, between the City and the Trustee (said Trust Indenture, as amended and supplemented in accordance with the terms thereof, being herein called the “Indenture”).

The Notes constitute special, limited obligations of the City payable as to principal, premium, if any, and interest solely from Note proceeds, Net Proceeds and investment earnings thereon. “Net Proceeds” means (a) all Payments in Lieu of Taxes on deposit in the PILOTS Account of the Special Allocation Fund and (b) subject to annual appropriation, (1) subject to **Section 6.3(a)(1)** of the Redevelopment Agreement, all Economic Activity Taxes on deposit in the EATS Account of the Special Allocation Fund, (2) all District Revenues on deposit in the District Revenues Account of the Special Allocation Fund, (3) all City Revenues on deposit in the City Revenues Account of the Special Allocation Fund and (4) monies on deposit in any other account of the Special Allocation Fund that have been appropriated to the payment of the Notes. Net Proceeds do not include (1) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (2) any sum received by the City that is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

“Interest Rate” means a variable rate equal to (i) the greater of (x) the Prime Rate plus 2.00% or (y) 8.00%, if the interest on the Notes (in the opinion of Bond Counsel) is not excluded from gross income for

federal income tax purposes (the “*Taxable Rate*”) or (ii) the Taxable Rate less 150 basis points if the interest on the Notes (in the opinion of Bond Counsel) is excluded from gross income for federal income tax purposes (the “*Tax-Exempt Rate*”). The interest rate on the Notes shall be adjusted from time to time as and when the Prime Rate changes. Notwithstanding any provision herein to the contrary, in no event shall the interest rate on the Notes exceed the maximum rate permitted by law.

The Notes shall not constitute debts or liabilities of the City, the District, the State of Missouri or any political subdivision thereof within the meaning of any constitutional, statutory or charter debt limitation or restriction. Neither the City, the District, the Tax Increment Financing Commission of the City of University City, Missouri, the commissioners of said Commission, the officers and employees of the City or the District, nor any person executing the Notes shall be personally liable for such obligations by reason of the issuance thereof.

NOTWITHSTANDING ANY PROVISION IN THE AGREEMENT OR IN THE NOTES TO THE CONTRARY, THE NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTION 3.1 OF THE AGREEMENT.

The Notes are subject to optional redemption by the City, in whole or in part at any time on or after May 1, 2031, at a redemption price of 100% of the principal amount of the Notes to be redeemed, plus accrued interest thereon to the date fixed for redemption.

The Notes are subject to special mandatory redemption by the City on any Interest Payment Date, at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to the amount which, 40 days prior to each Interest Payment Date (10 days if all of the Notes are owned by a single party), is on deposit in the Debt Service Fund and which will not be required for the payment of interest on such Interest Payment Date.

If any of the Notes are to be called for redemption as aforesaid, notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least 30 days (10 days if all of the Notes are owned by a single party) and not more than 60 days prior to the date fixed for redemption to the Registered Owner of each Note to be redeemed at the address shown on the Register as of the date of such notice, as more fully described in the Indenture. Notice of redemption having been given as aforesaid, and provided that moneys are on deposit with the Trustee to effect the required redemption, the Notes or portions of Notes so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Notes or portions of Notes so called for redemption shall cease to bear interest, shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture. Any defect in any notice or the failure of any parties to receive any notice of redemption shall not cause any Note called for redemption to remain Outstanding.

Notes shall be redeemed only in Authorized Denominations. When less than all of the outstanding Notes are to be redeemed and paid prior to maturity, such Notes or portions of Notes to be redeemed shall be redeemed in the order of maturity designated by the City, and, within any maturity, the Trustee shall select the Notes to be redeemed in Authorized Denominations in such equitable manner as the Trustee may determine. All Taxable TIF Notes shall be redeemed prior to the Tax-Exempt TIF Notes.

This Note may be transferred or exchanged, as provided in the Indenture, only upon the Register, upon surrender of this Note together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or the registered owner’s duly authorized agent. THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER’S ACCEPTANCE HEREOF, THAT THE RIGHT TO

TRANSFER, ASSIGN OR NEGOTIATE THIS NOTE SHALL BE LIMITED TO TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS, AS DEFINED BELOW. Accordingly, this Note will be transferable only upon prior delivery to the Trustee of a letter in substantially the form attached to the Indenture as **Exhibit B**, signed by the transferee, showing that such transferee is an Approved Investor. After the Trustee receives the foregoing statement, a new Note of the same maturity and in the same principal amount outstanding as the Note which was presented for transfer or exchange shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City and the Trustee may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. For the purposes of this Note, "Approved Investor" means (a) the Developer, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933, (d) any general business corporation or enterprise with total assets in excess of \$50,000,000, (e) the Lender or (f) the Purchaser.

This Note shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Notes have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the **CITY OF UNIVERSITY CITY, MISSOURI** has executed this Note by causing it to be signed by the manual signature of its City Manager and attested by the manual signature of its City Clerk, and its official seal to be affixed or imprinted hereon, and this Note to be dated as of the effective date of registration as shown on **Schedule A**.

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
City Manager

(Seal)

Attest:

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the books kept by the Trustee for the registration thereof, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Note in every particular.

Medallion Signature Guarantee:

SCHEDULE A

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the within-mentioned Indenture.

<u>Date⁽¹⁾</u>	<u>Additions to Principal Amount⁽²⁾</u>	<u>Principal Amount Paid/Cancelled</u>	<u>Outstanding Principal Amount</u>	<u>Authorized Signatory of Trustee</u>
_____, 20__	\$	\$	\$	
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				

⁽¹⁾ Date of Advance (which constitutes Date of Registration with respect to such portion of the Note) or Interest Payment Date. Advances are limited to one per calendar month.

⁽²⁾ **Additions to the Principal Amount may not exceed the amounts permitted by Section 5.1 of the Redevelopment Agreement.**



**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**

NUMBER: <i>For City Clerk Use</i>	NB20211025-03
--------------------------------------	---------------

SUBJECT/TITLE: AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN FROM AND AFTER ITS PASSAGE, AND REPEALING ORDINANCE NO. 7164; CONTAINING AN EMERGENCY CLAUSE.			
REQUESTED BY: Gabrielle Macaluso, Asst. City Manager		DEPARTMENT / WARD Administration	
AGENDA SECTION:	New Business - Bill 9447	CAN ITEM BE RESCHEDULED?	No
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: The City Manager recommends the approval of the ordinance to add the Senior Planner position to Grade 12.			
FISCAL IMPACT: The approved FY22 budget has appropriated \$63, 250.00 for the Senior Planner position.			
AMOUNT:	\$63, 250.00	ACCOUNT No.:	01-45-40-5001
FROM FUND:	General Fund 01	TO FUND:	General Fund 01
EXPLANATION: The only change to the previously approved pay and classification plan in Ordinance No. 7164 is the addition of the Senior Planner position to grade 12. Salary steps/rates remain unchanged.			

STAFF COMMENTS AND BACKGROUND INFORMATION: The position of Planning--Zoning Administrator currently exists in Grade 12, but the position that was recruited for is entitled Senior Planner. This position was posted and recruited for the same salary range as the P/Z Administrator position was budgeted for and the essential job duties for both positions are the same. The position title of P/Z Administrator will be retained in the pay plan to provide future flexibility in case the positions should exist separately. The intent is to assign the role of P/Z Administrator to an existing staff member.
--

CIP No.	
RELATED ITEMS / ATTACHMENTS: --Bill 9447 --Updated and Proposed Pay and Classification Plan	

LIST CITY COUNCIL GOALS (5):			
RESPECTFULLY SUBMITTED:	Gregory Rose, City Manager	MEETING DATE:	October 25, 2021

INTRODUCED BY:

DATE: October 25, 2021

BILL NO. 9447

ORDINANCE NO:

AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN FROM AND AFTER ITS PASSAGE, AND REPEALING ORDINANCE NO. 7164; CONTAINING AN EMERGENCY CLAUSE.

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

Section 1. From and after passage, City employees within the classified service of the City, hereinafter designated, shall receive as compensation for their services such amounts as may be fixed by the City Manager in accordance with Schedule A (Base Pay), included herein, with a salary not less than the lowest amount and not greater than the highest amount set forth in Schedule A, and shall additionally receive as compensation for their services such benefits generally provided in the Administrative Regulations and Civil Service Rules now in effect, all of which are hereby adopted, approved, and incorporated herein by this reference.

SCHEDULE A - BASE PAY STEPS FOR CLASSIFIED EMPLOYEES

Grade	Position Title	Pay Frequency	Steps									
			A	B	C	D	E	F	G	H	I	J
1		Annually	\$18,949.81	\$19,897.30	\$20,892.17	\$21,936.78	\$23,033.61	\$24,185.29	\$25,394.56	\$26,664.29	\$27,997.50	\$29,897.13
		Monthly	\$1,579.15	\$1,658.11	\$1,741.01	\$1,828.06	\$1,919.47	\$2,015.44	\$2,116.21	\$2,222.02	\$2,333.13	\$2,491.43
		Bi-Weekly	\$728.84	\$765.28	\$803.54	\$843.72	\$885.91	\$930.20	\$976.71	\$1,025.55	\$1,076.83	\$1,149.89
		Hourly	\$9.1105	\$9.5660	\$10.0443	\$10.5465	\$11.0739	\$11.6275	\$12.2089	\$12.8194	\$13.4603	\$14.3736
2		Annually	\$20,844.79	\$21,887.03	\$22,981.38	\$24,130.45	\$25,336.98	\$26,603.82	\$27,934.02	\$29,330.72	\$30,797.25	\$32,886.85
		Monthly	\$1,737.07	\$1,823.92	\$1,915.12	\$2,010.87	\$2,111.41	\$2,216.99	\$2,327.83	\$2,444.23	\$2,566.44	\$2,740.57
		Bi-Weekly	\$801.72	\$841.81	\$883.90	\$928.09	\$974.50	\$1,023.22	\$1,074.39	\$1,128.10	\$1,184.51	\$1,264.88
		Hourly	\$10.0215	\$10.5226	\$11.0487	\$11.6012	\$12.1812	\$12.7903	\$13.4298	\$14.1013	\$14.8064	\$15.8110
3	Clerk Typist	Annually	\$22,929.27	\$24,075.74	\$25,279.52	\$26,543.50	\$27,870.67	\$29,264.21	\$30,727.42	\$32,263.79	\$33,876.98	\$36,175.53
		Monthly	\$1,910.77	\$2,006.31	\$2,106.63	\$2,211.96	\$2,322.56	\$2,438.68	\$2,560.62	\$2,688.65	\$2,823.08	\$3,014.63
		Bi-Weekly	\$881.90	\$925.99	\$972.29	\$1,020.90	\$1,071.95	\$1,125.55	\$1,181.82	\$1,240.91	\$1,302.96	\$1,391.37
		Hourly	\$11.0237	\$11.5749	\$12.1536	\$12.7613	\$13.3994	\$14.0693	\$14.7728	\$15.5114	\$16.2870	\$17.3921
4	Parking Attendant Police/Fire Cadet	Annually	\$25,222.20	\$26,483.31	\$27,807.47	\$29,197.85	\$30,657.74	\$32,190.63	\$33,800.16	\$35,490.17	\$37,264.67	\$39,793.08
		Monthly	\$2,101.85	\$2,206.94	\$2,317.29	\$2,433.15	\$2,554.81	\$2,682.55	\$2,816.68	\$2,957.51	\$3,105.39	\$3,316.09
		Bi-Weekly	\$970.08	\$1,018.59	\$1,069.52	\$1,122.99	\$1,179.14	\$1,238.10	\$1,300.01	\$1,365.01	\$1,433.26	\$1,530.50
		Hourly	\$12.1261	\$12.7324	\$13.3690	\$14.0374	\$14.7393	\$15.4763	\$16.2501	\$17.0626	\$17.9157	\$19.1313
5	Custodian	Annually	\$27,744.42	\$29,131.64	\$30,588.22	\$32,117.63	\$33,723.51	\$35,409.69	\$37,180.17	\$39,039.18	\$40,991.14	\$43,772.39
		Monthly	\$2,312.03	\$2,427.64	\$2,549.02	\$2,676.47	\$2,810.29	\$2,950.81	\$3,098.35	\$3,253.27	\$3,415.93	\$3,647.70
		Bi-Weekly	\$1,067.09	\$1,120.45	\$1,176.47	\$1,235.29	\$1,297.06	\$1,361.91	\$1,430.01	\$1,501.51	\$1,576.58	\$1,683.55
		Hourly	\$13.3387	\$14.0056	\$14.7059	\$15.4412	\$16.2132	\$17.0239	\$17.8751	\$18.7688	\$19.7073	\$21.0444
6	Laborer Compliance Officer	Annually	\$30,796.30	\$32,336.12	\$33,952.93	\$35,650.57	\$37,433.10	\$39,304.76	\$41,269.99	\$43,333.49	\$45,500.17	\$48,587.35
		Monthly	\$2,566.36	\$2,694.68	\$2,829.41	\$2,970.88	\$3,119.43	\$3,275.40	\$3,439.17	\$3,611.12	\$3,791.68	\$4,048.95
		Bi-Weekly	\$1,184.47	\$1,243.70	\$1,305.88	\$1,371.18	\$1,439.73	\$1,511.72	\$1,587.31	\$1,666.67	\$1,750.01	\$1,868.74
		Hourly	\$14.8059	\$15.5462	\$16.3235	\$17.1397	\$17.9967	\$18.8965	\$19.8413	\$20.8334	\$21.8751	\$23.3593
7	Advanced Clerk Typist Laborer-Light Equipment Operator	Annually	\$34,183.90	\$35,893.09	\$37,687.75	\$39,572.13	\$41,550.74	\$43,628.28	\$45,809.69	\$48,100.18	\$50,505.19	\$53,931.96
		Monthly	\$2,848.66	\$2,991.09	\$3,140.65	\$3,297.68	\$3,462.56	\$3,635.69	\$3,817.47	\$4,008.35	\$4,208.77	\$4,494.33
		Bi-Weekly	\$1,314.77	\$1,380.50	\$1,449.53	\$1,522.01	\$1,598.11	\$1,678.01	\$1,761.91	\$1,850.01	\$1,942.51	\$2,074.31
		Hourly	\$16.4346	\$17.2563	\$18.1191	\$19.0251	\$19.9763	\$20.9751	\$22.0239	\$23.1251	\$24.2813	\$25.9288
8	Administrative Secretary Assistant to the Prosecutor Court Clerk II Equipment Operator Account Clerk II	Annually	\$37,944.13	\$39,841.33	\$41,833.40	\$43,925.07	\$46,121.32	\$48,427.39	\$50,848.76	\$53,391.20	\$56,060.76	\$59,864.48
		Monthly	\$3,162.01	\$3,320.11	\$3,486.12	\$3,660.42	\$3,843.44	\$4,035.62	\$4,237.40	\$4,449.27	\$4,671.73	\$4,988.71
		Bi-Weekly	\$1,459.39	\$1,532.36	\$1,608.98	\$1,689.43	\$1,773.90	\$1,862.59	\$1,955.72	\$2,053.51	\$2,156.18	\$2,302.48
		Hourly	\$18.2424	\$19.1545	\$20.1122	\$21.1178	\$22.1737	\$23.2824	\$24.4465	\$25.6688	\$26.9523	\$28.7810

SCHEDULE A - BASE PAY STEPS FOR CLASSIFIED EMPLOYEES

Grade	Position Title	Pay Frequency	Steps									
			A	B	C	D	E	F	G	H	I	J
9	Administrative Assistant	Annually	\$42,497.42	\$44,622.29	\$46,853.41	\$49,196.08	\$51,655.88	\$54,238.68	\$56,950.61	\$59,798.14	\$62,788.05	\$67,048.22
	Accounts Payable Specialist	Monthly	\$3,541.45	\$3,718.52	\$3,904.45	\$4,099.67	\$4,304.66	\$4,519.89	\$4,745.88	\$4,983.18	\$5,232.34	\$5,587.35
	Dispatcher	Bi-Weekly	\$1,634.52	\$1,716.24	\$1,802.05	\$1,892.16	\$1,986.76	\$2,086.10	\$2,190.41	\$2,299.93	\$2,414.92	\$2,578.78
	Executive Secretary to the Director	Hourly	\$20.4315	\$21.4530	\$22.5257	\$23.6520	\$24.8346	\$26.0763	\$27.3801	\$28.7491	\$30.1866	\$32.2347
	Executive Secretary to the Police Chief											
	General Maintenance Worker											
	Heavy Equipment Operator											
	Inspector I											
	Mechanic											
	Print Shop Operator											
	Recreation Supervisor I											
Tree Trimmer												
10	Accountant	Annually	\$47,597.11	\$49,976.97	\$52,475.82	\$55,099.61	\$57,854.59	\$60,747.32	\$63,784.68	\$66,973.92	\$70,322.61	\$75,094.00
	Crew Leader	Monthly	\$3,966.43	\$4,164.75	\$4,372.98	\$4,591.63	\$4,821.22	\$5,062.28	\$5,315.39	\$5,581.16	\$5,860.22	\$6,257.83
	Lead Dispatcher - Supervisor	Bi-Weekly	\$1,830.66	\$1,922.19	\$2,018.30	\$2,119.22	\$2,225.18	\$2,336.44	\$2,453.26	\$2,575.92	\$2,704.72	\$2,888.23
	Lead Mechanic	Hourly	\$22.8832	\$24.0274	\$25.2288	\$26.4902	\$27.8147	\$29.2054	\$30.6657	\$32.1990	\$33.8089	\$36.1029
	Public Works Parks Inspector											
	Recreation Supervisor II											
	Crime Analyst											
	Lead Inspector											
	Administrative Analyst											
	Human Resources Generalist											
Budget Analyst-Purchasing Specialist												
Information Technology Specialist												
11	Court Administrator	Annually	\$53,308.77	\$55,974.20	\$58,772.91	\$61,711.56	\$64,797.14	\$68,037.00	\$71,438.85	\$75,010.79	\$78,761.33	\$84,105.28
	Fleet Manager	Monthly	\$4,442.40	\$4,664.52	\$4,897.74	\$5,142.63	\$5,399.76	\$5,669.75	\$5,953.24	\$6,250.90	\$6,563.44	\$7,008.77
	Forestry Supervisor	Bi-Weekly	\$2,050.34	\$2,152.85	\$2,260.50	\$2,373.52	\$2,492.20	\$2,616.81	\$2,747.65	\$2,885.03	\$3,029.28	\$3,234.82
	Golf Manager	Hourly	\$25.6292	\$26.9107	\$28.2562	\$29.6690	\$31.1525	\$32.7101	\$34.3456	\$36.0629	\$37.8660	\$40.4352
	Golf Superintendent											
	Multi-Discipline Inspector											
	Project Manager I											
	Financial Analyst											
	Senior Accountant											
	Facilities Manager											
Parks Supervisor												

SCHEDULE A - BASE PAY STEPS FOR CLASSIFIED EMPLOYEES

Grade	Position Title	Pay Frequency	Steps									
			A	B	C	D	E	F	G	H	I	J
12	Planning- Zoning Administrator	Annually	\$60,238.91	\$63,250.85	\$66,413.39	\$69,734.06	\$73,220.77	\$76,881.80	\$80,725.89	\$84,762.19	\$89,000.30	\$95,038.97
	Project Manager II	Monthly	\$5,019.91	\$5,270.90	\$5,534.45	\$5,811.17	\$6,101.73	\$6,406.82	\$6,727.16	\$7,063.52	\$7,416.69	\$7,919.91
	Sanitation Superintendent	Bi-Weekly	\$2,316.88	\$2,432.73	\$2,554.36	\$2,682.08	\$2,816.18	\$2,956.99	\$3,104.84	\$3,260.08	\$3,423.09	\$3,655.34
	Senior Planner	Hourly	\$28.9610	\$30.4091	\$31.9295	\$33.5260	\$35.2023	\$36.9624	\$38.8105	\$40.7511	\$42.7886	\$45.6918
	Senior Public Works Manager											
	Street Superintendent											
	Information Technology Manager											
	Senior Building Inspector-Plan Reviewer Human Resources Manager											
13	Deputy Director of Recreation	Annually	\$68,069.96	\$71,473.46	\$75,047.13	\$78,799.49	\$82,739.47	\$86,876.44	\$91,220.26	\$95,781.27	\$100,570.34	\$107,394.04
	Deputy Director of Parks Maintenance	Monthly	\$5,672.50	\$5,956.12	\$6,253.93	\$6,566.62	\$6,894.96	\$7,239.70	\$7,601.69	\$7,981.77	\$8,380.86	\$8,949.50
	Deputy Dir. of Planning & Dev./Bldg. Commissioner	Bi-Weekly	\$2,618.08	\$2,748.98	\$2,886.43	\$3,030.75	\$3,182.29	\$3,341.40	\$3,508.47	\$3,683.90	\$3,868.09	\$4,130.54
		Hourly	\$32.7259	\$34.3622	\$36.0804	\$37.8844	\$39.7786	\$41.7675	\$43.8559	\$46.0487	\$48.3511	\$51.6317
14	Assistant Director of Finance	Annually	\$78,280.46	\$82,194.48	\$86,304.20	\$90,619.42	\$95,150.39	\$99,907.91	\$104,903.30	\$110,148.47	\$115,655.89	\$123,503.14
		Monthly	\$6,523.37	\$6,849.54	\$7,192.02	\$7,551.62	\$7,929.20	\$8,325.66	\$8,741.94	\$9,179.04	\$9,637.99	\$10,291.93
		Bi-Weekly	\$3,010.79	\$3,161.33	\$3,319.39	\$3,485.36	\$3,659.63	\$3,842.61	\$4,034.74	\$4,236.48	\$4,448.30	\$4,750.12
		Hourly	\$37.6348	\$39.5166	\$41.4924	\$43.5670	\$45.7454	\$48.0326	\$50.4343	\$52.9560	\$55.6038	\$59.3765

SCHEDULE A - BASE PAY STEPS FOR CLASSIFIED UNIFORMED POLICE EMPLOYEES

Steps

Grade	Position Title	Pay Frequency	A	B	C	D	E	F
P-1	Police Officer Trainee	Annually	\$51,840.00	\$54,432.00	\$57,153.60	\$60,011.28	\$63,011.84	\$67,287.20
		Monthly	\$4,320.00	\$4,536.00	\$4,762.80	\$5,000.94	\$5,250.99	\$5,607.27
		Bi-Weekly	\$1,993.85	\$2,093.54	\$2,198.22	\$2,308.13	\$2,423.53	\$2,587.97
		Hourly	\$24.9231	\$26.1692	\$27.4777	\$28.8516	\$30.2942	\$32.3496
P-2	Police Officer	Annually	\$59,878.00	\$62,871.90	\$66,015.50	\$69,316.27	\$72,782.08	\$77,720.16
		Monthly	\$4,989.83	\$5,239.33	\$5,501.29	\$5,776.36	\$6,065.17	\$6,476.68
		Bi-Weekly	\$2,303.00	\$2,418.15	\$2,539.06	\$2,666.01	\$2,799.31	\$2,989.24
		Hourly	\$28.7875	\$30.2269	\$31.7382	\$33.3251	\$34.9914	\$37.3655
P-3	Police Sergeant	Annually	\$73,610.00	\$77,290.50	\$81,155.03	\$85,212.78	\$89,473.42	\$95,544.19
		Monthly	\$6,134.17	\$6,440.88	\$6,762.92	\$7,101.06	\$7,456.12	\$7,962.02
		Bi-Weekly	\$2,831.15	\$2,972.71	\$3,121.35	\$3,277.41	\$3,441.29	\$3,674.78
		Hourly	\$35.3894	\$37.1589	\$39.0168	\$40.9677	\$43.0161	\$45.9347
P-4	Police Lieutenant	Annually	\$84,915.00	\$89,160.75	\$93,618.79	\$98,299.73	\$104,969.36	
		Monthly	\$7,076.25	\$7,430.06	\$7,801.57	\$8,191.64	\$8,747.45	
		Bi-Weekly	\$3,265.96	\$3,429.26	\$3,600.72	\$3,780.76	\$4,037.28	
		Hourly	\$40.8245	\$42.8657	\$45.0090	\$47.2595	\$50.4660	
P-5	Police Captain	Annually	\$94,544.00	\$99,271.20	\$104,234.76	\$109,446.50	\$116,872.44	
		Monthly	\$7,878.67	\$8,272.60	\$8,686.23	\$9,120.54	\$9,739.37	
		Bi-Weekly	\$3,636.31	\$3,818.12	\$4,009.03	\$4,209.48	\$4,495.09	
		Hourly	\$45.4538	\$47.7265	\$50.1129	\$52.6185	\$56.1887	
P-6	Deputy Police Chief	Annually	\$103,007.00	\$108,157.35	\$113,565.22	\$119,243.48	\$127,334.15	
		Monthly	\$8,583.92	\$9,013.11	\$9,463.77	\$9,936.96	\$10,611.18	
		Bi-Weekly	\$3,961.81	\$4,159.90	\$4,367.89	\$4,586.29	\$4,897.47	
		Hourly	\$49.5226	\$51.9987	\$54.5987	\$57.3286	\$61.2183	

SCHEDULE A - BASE PAY STEPS FOR CLASSIFIED UNIFORMED FIRE EMPLOYEES

Grade	Position	Pay Frequency	Steps					
			A	B	C	D	E	F
F-1	Paramedic Firefighter	Annually	\$62,909.00	\$66,054.45	\$69,357.17	\$72,825.03	\$76,466.28	\$81,654.52
		Monthly	\$5,242.42	\$5,504.54	\$5,779.76	\$6,068.75	\$6,372.19	\$6,804.54
		Bi-weekly	\$2,419.58	\$2,540.56	\$2,667.58	\$2,800.96	\$2,941.01	\$3,140.56
		Hourly	\$21.6034	\$22.6835	\$23.8177	\$25.0086	\$26.2590	\$28.0407
F-2	Paramedic Fire Captain	Annually	\$73,720.00	\$77,599.64	\$81,683.83	\$85,982.98	\$90,508.40	\$96,891.62
		Monthly	\$6,143.33	\$6,466.64	\$6,806.99	\$7,165.25	\$7,542.37	\$8,074.30
		Bi-weekly	\$2,835.38	\$2,984.60	\$3,141.69	\$3,307.04	\$3,481.09	\$3,726.60
		Hourly	\$25.3159	\$26.6482	\$28.0508	\$29.5271	\$31.0812	\$33.2732
F-3	Batallion Chief	Annually	\$86,756.00	\$91,322.40	\$96,128.89	\$101,188.30	\$108,324.74	
		Monthly	\$7,229.67	\$7,610.20	\$8,010.74	\$8,432.36	\$9,027.06	
		Bi-weekly	\$3,336.77	\$3,512.40	\$3,697.27	\$3,891.86	\$4,166.34	
		Hourly	\$29.7926	\$31.3607	\$33.0113	\$34.7487	\$37.1994	
F-4		Annually	\$86,756.00	\$91,322.40	\$96,128.89	\$101,188.30	\$108,324.74	
		Monthly	\$7,229.67	\$7,610.20	\$8,010.74	\$8,432.36	\$9,027.06	
		Bi-weekly	\$3,336.77	\$3,512.40	\$3,697.27	\$3,891.86	\$4,166.34	
		Hourly	\$41.7096	\$43.9050	\$46.2158	\$48.6482	\$52.0792	
F-5	Deputy Fire Chief	Annually	\$98,035.00	\$103,194.51	\$108,625.80	\$114,342.95	\$122,407.14	
		Monthly	\$8,169.58	\$8,599.54	\$9,052.15	\$9,528.58	\$10,200.59	
		Bi-weekly	\$3,770.58	\$3,969.02	\$4,177.92	\$4,397.81	\$4,707.97	
		Hourly	\$47.1322	\$49.6127	\$52.2239	\$54.9726	\$58.8496	

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

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

Steps

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

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

Steps

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

Section 3. From and after passage, City employees in the unclassified service of the City, except as otherwise noted, shall receive as compensation for their services the amounts hereinafter set forth, or where a grade in salary is specified, such amounts as may be fixed by the City Manager within the specified grade in accordance with the following Schedule C (base pay rates for unclassified full-time, part-time, temporary or grant-funded employees) and shall additionally receive as compensation for their services such benefits generally provided in the Administrative Regulations now in effect, all of which are hereby adopted, approved, and incorporated herein by this reference.

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

Grade	Position Title	Pay Frequency	Steps			
			A	B	C	D
SO4	Judge of City Court (Substitute)	Monthly	\$260.00			
SO5	Judge of City Court	Monthly	\$2,462.00	\$2,592.00	\$2,728.00	\$2,920.82
SO6	Prosecuting City Attorney (Substitute)	Per Session	\$500.00			
SO7	Prosecuting City Attorney	Monthly	\$3,644.00	\$3,836.00	\$4,037.00	\$4,323.27

Grade	Position Title	Pay Frequency	Steps									
			A	B	C	D	E	F	G	H	I	J
9	Secretary to the City Manager	Annually	\$42,497.42	\$44,622.29	\$46,853.41	\$49,196.08	\$51,655.88	\$54,238.68	\$56,950.61	\$59,798.14	\$62,788.05	\$67,048.22
		Monthly	\$3,541.45	\$3,718.52	\$3,904.45	\$4,099.67	\$4,304.66	\$4,519.89	\$4,745.88	\$4,983.18	\$5,232.34	\$5,587.35
		Bi-Weekly	\$1,634.52	\$1,716.24	\$1,802.05	\$1,892.16	\$1,986.76	\$2,086.10	\$2,190.41	\$2,299.93	\$2,414.92	\$2,578.78
		Hourly	\$20.4315	\$21.4530	\$22.5257	\$23.6520	\$24.8346	\$26.0763	\$27.3801	\$28.7491	\$30.1866	\$32.2347
13	City Clerk	Annually	\$68,069.96	\$71,473.46	\$75,047.13	\$78,799.49	\$82,739.47	\$86,876.44	\$91,220.26	\$95,781.27	\$100,570.34	\$107,394.04
		Monthly	\$5,672.50	\$5,956.12	\$6,253.93	\$6,566.62	\$6,894.96	\$7,239.70	\$7,601.69	\$7,981.77	\$8,380.86	\$8,949.50
		Bi-Weekly	\$2,618.08	\$2,748.98	\$2,886.43	\$3,030.75	\$3,182.29	\$3,341.40	\$3,508.47	\$3,683.90	\$3,868.09	\$4,130.54
		Hourly	\$32.7259	\$34.3622	\$36.0804	\$37.8844	\$39.7786	\$41.7675	\$43.8559	\$46.0487	\$48.3511	\$51.6317

Grade	Position Title	Pay Frequency	Salary Range		
			Minimum	Midpoint	Maximum
E-1	Assistant Manager	Annually	\$79,457.00	\$97,335.00	\$117,171.62
		Monthly	\$6,621.42	\$8,111.25	\$9,764.30
		Bi-weekly	\$3,056.04	\$3,743.65	\$4,506.60
		Hourly	\$38.2005	\$46.7957	\$56.3325
E-2	Director of Human Resources	Annually	\$95,349.00	\$116,802.00	\$140,605.34
	Director of Parks, Recreation & Forestry	Monthly	\$7,945.75	\$9,733.50	\$11,717.11
	Director of Planning & Development	Bi-weekly	\$3,667.27	\$4,492.38	\$5,407.90
	Director of Public Works	Hourly	\$45.8409	\$56.1548	\$67.5987
E-3	Asst. to the City Manager/Dir. of Communications	Annually	\$104,129.00	\$131,385.00	\$153,553.78
	Asst. to the City Manager/Dir. of Economic Development	Monthly	\$8,677.42	\$10,948.75	\$12,796.15
	Director of Finance	Bi-weekly	\$4,004.96	\$5,053.27	\$5,905.91
	Fire Chief Police Chief	Hourly	\$50.0620	\$63.1659	\$73.8239
E-4	City Manager	Annually	\$127,558.00	\$164,231.00	\$194,589.73
		Monthly	\$10,629.83	\$13,685.92	\$16,215.81
		Bi-weekly	\$4,906.08	\$6,316.58	\$7,484.22
		Hourly	\$61.3260	\$78.9572	\$93.5528

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

1. Department directors shall not be paid overtime nor receive compensatory time for hours worked in excess of 40 per week.
2. Department directors may grant compensatory time on a straight time basis to their designated executive, administrative, or professional employees for hours worked in excess of 40 hours per week. Such employees are exempt from Fair Labor Standards Act provisions.
3. The normal work week for full-time office, field, maintenance, and non-commissioned police personnel, and for police and fire executive and administrative employees, is set at 40 hours per week.
4. Hours worked in excess of 40 hours per week, when authorized in advance by department directors, may be paid at the rate of time and one-half or in lieu thereof, department directors in their discretion may grant compensatory time off also at the rate of time and one-half up to an accumulation allowable under Fair Labor Standards Act provisions.
5. Hours worked in excess of 160 hours in a 28-day period by commissioned police personnel who are not exempt from Fair Labor Standards Act maximum hours provisions, when authorized in advance by the Police Chief, may be paid at the rate of time and one-half or in lieu thereof, in the Police Chief's discretion, the Police Chief may grant compensatory time off also at the rate of time and one-half up to an accumulation allowable under Fair Labor Standards Act provisions.
6. Hours worked in excess of 212 hours in a 28-day period by uniformed fire personnel who are not exempt from Fair Labor Standards Act maximum hours provisions, when authorized in advance by the Fire Chief, may be paid at the rate of time and one-half or in lieu thereof, in the Fire Chief's discretion, the Fire Chief may grant compensatory time off also at the rate of time and one-half up to an accumulation allowable under Fair Labor Standards Act provisions.
7. The average work week of Battalion Chiefs shall be 56 hours. They shall not be compensated for any hours in excess of 56 hours.

Section 5.

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

<u>In Pay Grade</u>		<u>Monthly Amount</u>
P-3	Police Sergeant	\$63
P-4	Police Lieutenant	67
P-5	Police Captain	71

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

<u>In Pay Grade</u>		<u>Monthly Amount</u>
P-2	Police Officer	\$49
P-3	Police Sergeant	123
P-4	Police Lieutenant	132
P-4	Police Captain	142

C. From and after passage, the commissioned police personnel, in the pay grade shown, shall receive compensation for ten years consecutive City service, with the exception of military leave of absence, in their present classification in the following amounts, from and after the eleventh (11th) year through the fourteenth (14th) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
P-2	Police Officer	\$80

D. From and after passage, the commissioned police personnel, in the pay grade shown, shall receive compensation for fourteen years consecutive City service, with the exception of military leave of absence, in their present classification in the following amounts, from and after the fifteenth (15th) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
P-2	Police Officer	\$92

E. From and after passage, Paramedic Firefighters and Paramedic Fire Captains, in the pay grades shown, shall receive compensation for seven (7) years consecutive City service, excepting military leave of absence, in their present classification in the following amounts, from the eighth (8th) year through the tenth (10th) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
F-1	Paramedic Firefighters	\$77
F-2	Paramedic Fire Captains	86

F. From and after passage, Paramedic Firefighters and Paramedic Fire Captains, in the pay grades shown, shall receive compensation for ten (10) years consecutive City service, excepting military leave of absence, in their present classification in the following amounts, from the eleventh (11th) year through the twentieth (20th) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
F-1	Paramedic Firefighters	\$133
F-2	Paramedic Fire Captains	133

G. From and after passage, Paramedic Firefighters and Paramedic Fire Captains, in the pay grades shown, shall receive compensation for twenty (20) years consecutive City service, excepting military leave of absence, in their present classification in the following amount, from the twenty-first (21st) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
F-1	Paramedic Firefighters	\$168
F-2	Paramedic Fire Captains	168

For the purpose of calculating consecutive service in this section, time served in the classifications of Firefighter and Paramedic Firefighter is combined for the same person.

Section 6. From and after passage, all full-time employees shall have their hourly rate computed as follows:

1. The hourly rate for all full-time employees, who, according to Section 4, have a set or average work week of 40 hours, shall have their hourly rate computed by multiplying the monthly rate by 12, dividing that product by 2,080.
2. The hourly rate for full-time Paramedic Firefighters, Paramedic Fire Captains and Battalion Chiefs of the Fire Department, shall have their hourly rate computed by multiplying the monthly rate by 12, dividing that product by 2,912.

Section 7. Ordinance No. 7164 and all ordinances in conflict herewith are hereby repealed.

Section 8. An emergency is hereby declared to exist in that the position of Senior Planner is needed immediately to ensure that all planning work can be performed in an effective and timely manner.

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

PASSED this 25th day of October, 2021.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY