



MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, December 12, 2022
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS

1. none

E. APPROVAL OF MINUTES

1. November 14, 2022 – Study Session (Comprehensive Plan Update)
2. November 14, 2022 – Regular Meeting Minutes
3. November 28, 2022 – Study Session (Proposed changes to Pension Plans)
4. November 28, 2022 – Regular Meeting Minutes

F. APPOINTMENTS to BOARDS AND COMMISSIONS

1. Ellen Hartz is nominated for reappointment (special third term) to the Plan Commission by Councilmember Jeff Hales.
2. Mark Harvey is nominated for reappointment to Plan Commission by Councilmember Jeff Hales.
3. Patricia McQueen is nominated for reappointment to the Plan Commission by Councilmember Jeff Hales.

G. SWEARING IN TO BOARDS AND COMMISSIONS

1. Connie Mueller to be sworn into the Green Practices Commission.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Request to Address the Council Forms are located on the ledge just inside the entrance. Please complete and place the form in the basket at the front of the room.

*The public may also submit 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

1. None

J. CONSENT AGENDA

1. Ratification – Phone Services Renewal Contract
2. Pershing Avenue Supplement Agreement
3. Kempland Bridge Supplement Agreement
4. Westgate Change Order
5. Cochran Engineering Supplement Agreement #7A - 2023 Asphalt Overlay

K. CITY MANAGER'S REPORT (vote required)

1. none

L. UNFINISHED BUSINESS

1. **BILL 9421 – (to be withdrawn)** AN ORDINANCE AMENDING SECTION 400.070 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE OFFICIAL ZONING MAP, BY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF MULTIPLE PROPERTIES IN REDEVELOPMENT PROJECT AREA 1 FROM PUBLIC ACTIVITY (“PA”), INDUSTRIAL COMMERCIAL (“IC”), GENERAL COMMERCIAL (“GC”), HIGH DENSITY RESIDENTIAL (“HR”) AND SINGLE-FAMILY RESIDENTIAL (“SR”) DISTRICTS TO PLANNED DEVELOPMENT – MIXED USE (“PD-M”) DISTRICT AND ESTABLISHING PERMITTED LAND USES AND DEVELOPMENTS THEREIN; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY.
2. **Bill 9440 – (to be withdrawn)** AN ORDINANCE AMENDING SECTION 400.070 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE OFFICIAL ZONING MAP, BY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF PROPERTY AT 1309 PARTRIDGE AVENUE FROM PUBLIC ACTIVITY (“PA”) TO PLANNED DEVELOPMENT— RESIDENTIAL USE DISTRICT (“PD-R”); AND ESTABLISHING PERMITTED LAND USES AND DEVELOPMENTS THEREIN; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY.
3. **Bill 9494 –** AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF UNIVERSITY CITY AND THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION PROVIDING FOR THE KIMPLAND PLACE ROAD BRIDGE RECONSTRUCTION OVER BRANCH OF RIVER DES PERES.

M. NEW BUSINESS

Resolutions (vote required) –

1. **Resolution 2022-17** Encouraging Great Rivers Greenway (Bike Path)

Bills (Introduction and 1st reading - no vote required)

2. **Bill 9495 –** AN ORDINANCE IMPOSING AN ADDITIONAL SALES TAX IN THE AMOUNT OF THREE PERCENT ON ALL TANGIBLE PERSONAL PROPERTY RETAIL SALES OF ADULT USE MARIJUANA SOLD IN THE CITY OF UNIVERSITY CITY, MISSOURI, AND PROVIDING FOR THE SUBMISSION OF A PROPOSITION AUTHORIZING SUCH TAX TO THE QUALIFIED VOTERS AT THE GENERAL MUNICIPAL ELECTION ON APRIL 4, 2023.
3. **Bill 9496 –** AN ORDINANCE AMENDING SECTION 100.180 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO WARD BOUNDARIES, BY REPEALING SECTION 100.180 AND ENACTING IN LIEU THEREOF A NEW SECTION TO BE KNOWN AS “SECTION 100.180 WARDS”, THEREBY AMENDING SAID SECTION SO AS TO CHANGE THE BOUNDARIES OF THE CITY’S THREE WARDS.

N. COUNCIL REPORTS/BUSINESS

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

O. CITIZEN PARTICIPATION (continued if needed)

P. COUNCIL COMMENTS

Q. 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

The public may also observe via:

Live Stream via YouTube:

<https://www.youtube.com/channel/UCyN1EJ-Q22918E9EZimWoQ>

Posted 9th day of December 2022.

LaRette Reese

City Clerk, MRCC

NOTICE OF STUDY SESSION
Comprehensive Plan Update
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, November 14, 2022
5:30 p.m.

AGENDA

1.MEETING CALLED TO ORDER

At the Study Session of the City Council of University City held on Monday, November 14, 2022, Mayor Terry Crow, called the meeting to order at 5:33 p.m.

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

Councilmember Stacy Clay; (*excused*)
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 Planning and Development, Dr. John Wagner, Plan Commission Chairperson, Peggy Holly, Sara Kelly and Shelby Oldroyd, Planning Next.

2.CHANGES TO THE REGULAR AGENDA

(No requested changes)

3.COMPREHENSIVE PLAN UPDATE

Mr. Rose stated Sara Kelly and this presentation is to provide Council with an update of comprehensive planning process that underway.

What is the comprehensive plan?

- A strategic guide to manage change
- A long-range plan for character, land use, and more
- Balances the perspectives of residents, businesses, and other stakeholders
- Not legally binding, but can be a foundation for regulations
- A marketing tool

Why is University City updating its plan?

The existing plan was adopted in 2005. The update will:

- Identify ways to implement the 2040 Vision
- Include a character and land use plan to shape the physical development of the City
- Incorporate updated information
- Address new planning issues
- Integrate best practices

How does this plan relate to previous planning projects?

It will build on the values, needs, and aspirations of the community established by the Community Vision 2040 process.

Will focus more specifically on physical character and land use, as well as related topics such as housing, economic development, parks and open space, and more. Will incorporate key information and insights from other existing plans and studies, as well as boards, commissions and task forces.

Who is involved?

- City Council – Advise the process, review and adopt
- Plan Commission – Guide the focus of the technical work, oversee planning process
- Advisory Committee – Represent community and conduct outreach to the public
- Stakeholders and the Public – Provide insight
- Planning Department Staff – Provide overall leadership and management
- Consultant Team – Facilitate, conduct analysis, integrate new information and formulate plan document

What is the timeline?

July-September 2022 – Preparation

- Getting oriented
- Getting organized for engagement
- Conducting initial analysis

October 2022-October 2023

- Analysis: Developing values and vision, Conducting technical analysis
- Plan Development: Developing the final plan and implementation strategy
- Community Engagement:
 - Round 1 – Jan-Feb 2023
 - Round 2 – Aug 2023

Engagement Purpose: The share goal.....

Anybody who cares about the future of University City should have an opportunity to participate

Engagement Opportunities:

1. Key Stakeholders: Listening and Learning sessions
2. Public Round 1: Community Choices
3. Public Round 2: Open House

Analysis:

- Demographics
- Character and land use
- Economic development
- Housing
- Other topical areas

Plan development:

1. Policy hierarchy
 - Goals (desired outcomes)
 - Objective (themes to organize)
 - Actions (projects, programs, policies)
2. Draft plan (including implementation plan)
3. Review and refinement
4. Final Plan

What we've heard so far....

1. Acknowledge divergent experiences
2. Recognize shared interests
3. Build upon momentum
4. Zoom in and zoom out

5. Stabilize, while looking ahead
6. Link character and economic development
7. Address fiscal realities
8. Prioritize partnerships
9. Capitalize on neighborhood variety
10. Confront what has *not* happened
11. Make connections a priority
12. Focus on tools for action

Next Steps

1. Complete Listening and Learning sessions
2. Conduct baseline conditions analysis
3. Prepare for first round of engagement

Note: Due to technical issues, audio recording is not available.

1. ADJOURNMENT

Mayor Crow thanked Ms. Kelly for her presentation and adjourned the meeting at 6:15 p.m.

LaRette Reese
City Clerk

DRAFT

MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, November 14, 2022
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

B. ROLL CALL

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

Councilmember Stacy Clay (*excused*)
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.; Police Chief Larry Hampton, Fire Chief William Hinson, Fire Captain Theresa Colp, Matthew Jones, US Army Corps of Engineers

Mayor Crow acknowledged and welcomed the Boy Scouts that were in attendance working to earn their merit badges.

C. APPROVAL OF AGENDA

Hearing no amendments, Councilmember Smotherson moved to approve the Agenda as presented. It was seconded by Councilmember Hales.

D. PROCLAMATIONS

1. A proclamation recognizing and supporting Small Business Saturday on November 26, 2022.

E. APPROVAL OF MINUTES

1. October 24, 2022 – Study Session (National Flood Insurance Program & Basketball Courts Proposal); were moved by Councilmember McMahon, it was seconded by Councilmember Smotherson, and the motion carried unanimously.
2. October 24, 2022 – Regular Meeting Minutes; were moved Councilmember Cusick, it was seconded by Councilmember Hales, and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. None

G. SWEARING IN TO BOARDS AND COMMISSIONS

1. Suzanne Greenwald was sworn into the Senior Commission.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Request to Address the Council Forms are located on the ledge just inside the entrance. Please complete and place the form in the basket at the front of the room.

Written comments must be received **no later than 12:00 p.m. on 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 note whether your comment is on an agenda or a non-agenda item. If a name and address are not provided, the comment will not be recorded in the official record.

Linda Wigger Kraft, 7275 Creveling Drive, U City, MO

Ms. Kraft stated she has been a garden designer for thirty years, and her garden, as well as those she has designed for others, has been on the Missouri Botanical Garden and U City in Bloom Garden Tours on numerous occasions. That's why she was confused when she received a Notice of Violation for weeds in and around her flower beds consisting of native plants specifically selected to grow in this area. She stated when the inspector came to her house to identify the weeds she contacted her supervisor in an attempt to gain a better clarification of what was being cited. But instead of clarification, the supervisor issued three new citations for tree branches on her property.

Ms. Kraft stated Mr. Rose made several comments about this incident at the last meeting, one of which characterized these notices as "*friendly reminders*". However, she certainly would not portray the threats of fines, warrants, and court courts, contained in these notices as being friendly.

The first photo shown to Council was identified as weeds and grass when they were common botanical species that had been intentionally planted. And the violations identified in the other two photos were totally unclear. The grass on the left was shorter than the 4.5-inch lawn sprinkler and according to the Code, grass must be over 7 inches to be in violation. The plants on the right in the flower bed consist of native plants, garlic, prairie dock, black-eyed-Susan, and New England Asters. And although Mr. Rose informed Council that the violation had been abated, Ms. Kraft stated that she had never made any modifications to the flower beds. So, she has no idea what the true status of this violation is; even after sending two letters asking for clarification.

Another comment made by Mr. Rose was that his inspectors had worked with U City in Bloom to learn more about these native plant species to make sure no one was cited for planting them. However, a 2020 Notice of Violation was sent to one of the twenty-three U City gardens certified by the Audubon Society as a "Bring Nature Home Wildlife Habitat" instructing the homeowner to cut the entire garden down. So, did the City forget its 2013 and 2025 Community Partnership Commitment with the St. Louis Audubon Society for these gardens wherein an Ordinance was drafted stating "*Weeds shall not include cultivated flowers, gardens, and plants native to this region*"?

Ms. Kraft stated while she is willing to answer questions about her plants, she does not feel it should be the homeowner's responsibility to educate the City's code enforcement officers about these native plant species. Therefore, she hopes that the City will abide by its commitments by starting to hire and train professionals who know plants and will work with, not against, dedicated U City gardeners.

Gerald B. French Sr., 1216 Talbridge Way, St. Louis MO

Mr. French shared the accomplishments and highlights of the University City Lions (Hit-squad) football team. The team under the guidance of Coach Jeff Jones recently won their 6th straight Super Bowl Championship. He asked the Mayor and Council to join him congratulating the team on doing a great job. Mr. French stated any acts of encouragement and/or financial support to assist the team would be greatly appreciated.

Tom Sullivan, 751 Syracuse, St. Louis, MO

Mr. Sullivan expressed his concerns with several street and decorative streetscape lights being out throughout the City, especially along Olive, Kingsland and Vernon. There are also issues with down wires, tree branches and leaves that need to be picked up.

I. PUBLIC HEARINGS

1. Zoning Map Amendment – Market at Olive Phase IV, Lot A and Common Ground (REZ 22-07)

Mayor Crow opened the Public Hearing at 6:53 p.m., and after acknowledging that there were no written comments or requests to speak, the hearing was closed at 6:54 p.m.

J. CONSENT AGENDA

1. Ratification of Emergency Purchases due to Flooding
2. MOGS 20 oxygen generator purchase
3. Canton Avenue Phase I Construction Agreement
4. Municipal Parks Grant Agreement (Heman Park)
5. EDRST Funding Request – U City in Bloom and Farmers Market
6. Snow Equipment Purchase

Councilmember McMahon moved to approve items 1 through 6 on the Consent Agenda, it was seconded by Councilmember Cusick, and the motion was carried unanimously.

K. CITY MANAGER'S REPORT (vote required)

1. Public Safety Citizen Recognition (John Trotter)

Fire Chief Hinson, Police Chief Hampton and the Police Association recognized and honored resident John Trotter for his heroic actions during the historic floods in July of this year.

Mr. Trotter risked his life to wade across the flowing flood waters to reach the house across the street where a child was trapped in the basement by flood waters and a wall that had broken loose and blocked the door. John started chopping at the floor with a frying pan to punch a hole in the floor before the fire department arrived. Due to his efforts, the crews arriving had an accurate starting point to find the child and rescue him before the flood waters filled the final air gaps in the basement.

2. US Army Corps of Engineers RE: Detention Basin Project

Matthew Jones with US Army Corp of Engineers provided a brief update on the proposed Detention Basin Project. Mr. Rose stated he intends to work closely with the Mayor, as well as the City's lobbyists and Federal delegation to first identify and acquire funding for the design work, and ultimately, the project as a whole.

3. Update – Flood Buyout Program

Dr. Wagner stated the City submitted a list of properties to SEMA consisting of 16 homes on Wilson Avenue, 19 homes on Burch Lane, and numerous units at Hafner and Westover Court. He stated last Wednesday SEMA notified the City that the funding needed to satisfy the proposed buyouts on its list did not fit into their budget. As a result, the list has been revised as follows:

- A total of 4 homes were removed from Wilson Avenue; three at the end of the street and one on the corner of Shaftsbury; *(the red dots on the map provided to Council illustrate the homes that have been approved)*
- A total of 10 homes on Burch Lane were placed on SEMA's stacked or waitlist, to be funded if and when other cities drop out of the program
- The two most eastern buildings on Hefner Court and the one on Westover Court are eligible for funding with a zero local match; the most western building will require a 25% local match.

Dr. Wagner stated he intends to submit additional applications by April 1st.

Councilmember Smotherson asked Dr. Wagner if he had any reassurance that all of the parties associated with Hefner Court were on the same page with respect to the funding being proposed for this buyout? Dr. Wagner stated while it's always possible, everything he's received from FEMA leads him to believe that their offer to fund this buyout is reliable.

Mr. Rose stated the last project approved by FEMA to purchase the Hafner Court Apartments fell through because the owners changed their minds, not FEMA. They wanted a higher price than what FEMA could allocate. But as you know, this is a voluntary program, so this time he hopes that the new owner will be agreeable to the funding being offered.

Dr. Wagner stated he had also heard from the owner on several occasions, and he is anxious to sell this property.

Councilmember Smotherson stated his question was based on his recollection of the owner changing his mind, so he simply wanted to make sure that this time, the owner was on board.

Councilmember Cusick posed the following questions to Dr. Wagner:

Q. Has the City contacted the homeowners of the properties that have been approved by SEMA to make sure they are aware of these decisions?

A. Yes. Initially, an email was sent to everyone, and that will be followed up with a letter.

Q. Have homeowners on the wait list also been advised of their status?

A. Yes, they were included in the same email correspondence.

Q. Were they informed about the next step, which is to submit a second application by April 1st?

A. The April 1st application is actually a copy of the City's original request for Wilson, Burch, and Hafner Court, in the event additional funding becomes available. But if those 14 homes are still not funded, they will receive an additional 2 points to enhance their chances for approval further down the road.

Q. So, what is the City advising these homeowners?

A. Since SEMA has not been willing to provide any information about the chances of these homes being approved for funding, homeowners have simply been told that the City will inform them about any new developments as soon as possible.

Q. At the outset of this process, additional resources were being offered by FEMA and the SBA. So now that SEMA has eliminated some homeowners from the buyout program are you aware of whether they still have time to submit an application to these organizations?

A. I'm not sure what the status of those applications is, but I will find out.

Councilmember Klein asked if it was correct that the four homes removed from the list on Wilson are not on SEMA's waitlist? Dr. Wagner stated that is correct. And while he has not given up on exploring other solutions, these four homes; and maybe even a few more, will be addressed in subsequent applications.

4. First Quarter Financial Report

Mr. Rose stated this report will be presented by the Finance Director, Keith Cole.

Mr. Cole stated tonight's report will cover the top four funds in the City's accounts.

General Fund Revenues

Adjusted Budget	\$23,458,250
YTD Actual	\$3,144,648
Actual as % of Adjusted Budget	13.4%
Increase/ (Decrease) compared to same quarter of FY2022	\$244,509

Key Points:

- The increase is due to receiving the last portion of the Safer Grant totaling roughly \$358,000 or 148.1%. This payment closes out the grant.
- The increase of roughly \$206,000 or 1.7% is mainly from service charges from Ambulance Services.
- There was a decrease of roughly \$81,000 or 49.8% due to receiving fewer parking fines, court fines, and court costs as compared to the previous year.
- There was a decrease in Miscellaneous Revenue of roughly \$233,000 or 94.0% due to not receiving a health plan surplus distribution from the St. Louis Area Ins. Trust as in previous years. (*Mr. Cole stated he anticipates receiving this distribution by the end of December.*)
- Note: The bulk of property tax revenue received by the City will come in during December 2022 and January 2023.

Overall, revenues as a percent of the budget show a slight increase of 1.7% when compared to the same quarter of FY22.

General Fund Expenditures

Adjusted Budget	\$28,112,695
YTD Actual	\$7,378,083
Actual as % of Adjusted Budget	26.2%
Increase/ (Decrease) compared to same quarter of FY2022	\$1,996,181

Key Points:

- There was an increase of expenditures in Public Works, Parks & Recreation of roughly \$1,368,000 mainly due to the emergency purchases of vehicles and equipment related to the flood.
- There was an increase in expenditures in the Police Department of roughly \$186,000 or 9.1% as compared to the same quarter in FY22. This is mainly due to the emergency purchases of three (3) Dodge Durangos as a result of the flood.
- There was an increase in expenditures in the Fire Department of roughly \$389,000 or 32.2% as compared to the same quarter in FY22. This is mainly due to the flood mitigation of Firehouse 1 and the hiring of three firefighters.

Overall, expenditures as a percent of the budget show an increase of 6.3% when compared to the same quarter in FY2022.

Capital Improvement Sales Tax Revenues

Adjusted Budget	\$2,501,200
YTD Actual	\$246,590
Actual as % of Adjusted Budget	9.9%
Increase/ (Decrease) compared to same quarter of FY2022	(\$38,110)

Key Points:

- Sales Tax revenue decreased by roughly 0.8% during the 1st Quarter of FY2023 when compared to the same quarter in FY22.

Capital Improvement Sales Tax Expenditures

Adjusted Budget	\$2,191,010
YTD Actual	\$62,244
Actual as % of Adjusted Budget	2.8%
Increase/ (Decrease) compared to same quarter of FY2022	(\$21,222)

Key Points:

- The main reason for this decrease in expenditures is the purchase of a sixth Nissan Leaf Electric Vehicle purchased in the 1st quarter of FY2022.

Park & Stormwater Sales Tax Revenues

Adjusted Budget	\$1,321,000
YTD Actual	\$126,541
Actual as % of Adjusted Budget	9.6%
Increase/ (Decrease) compared to same quarter of FY2022	\$46,405

Key Points:

- Sales Tax revenue for the first quarter of FY2023 shows an increase of roughly 57.9% when compared to the same quarter in FY2022.

Park & Stormwater Sales Tax Expenditures

Adjusted Budget	\$1,270,920
YTD Actual	\$44,847
Actual as % of Adjusted Budget	3.5%
Increase/ (Decrease) compared to same quarter of FY2022	\$6,395

Key Points:

- This increase in expenditures is due to three (3) pay periods in September 2022. The third pay period occurred in October 2021, during the 2nd Quarter.

Public Safety Sales Tax Revenues

Adjusted Budget	\$2,001,000
YTD Actual	\$204,227
Actual as % of Adjusted Budget	10.2%
Increase/ (Decrease) compared to same quarter of FY2022	(\$6,745)

Key Points:

- Even with a slight decrease, the 1st quarter revenues for FY23 appear to be within reason when compared to the 1st quarter of FY2022.

Public Safety Sales Tax Expenditures

Adjusted Budget	\$440,195
YTD Actual	\$158,518
Actual as % of Adjusted Budget	36.0%
Increase/ (Decrease) compared to same quarter of FY2022	\$10,792

Key Points:

- The increase in expenditures, when compared to FY2022, was largely due to allocating a portion of the HR Director's salary to Public Safety to handle the Police and Fire's HR benefits. The HR position was open for most of the 1st Quarter in FY22.

Mayor Crow thanked Mr. Cole for his presentation.

5. OMCI Application (8346 & 8488 Old Bonhomme Rd.)

Mr. Rose stated Council is being asked to consider a request for the use of OMCI Funding from MSD for a stormwater project on private property. However, he stated he is recommending that this application be denied for two reasons.

One, MSD has acknowledged that there is a problem with the size of this pipe, which is too small to accommodate the amount of stormwater runoff it receives. And while they have expressed their intent to fix the problem, they have not identified a specific timeframe for when this work would commence. Secondly, while this may be a viable project, the City does not have a program that would allow any resident to apply for OMCI funds for improvements on private property.

Mayor Crow asked Mr. Rose what action Council was being asked to take regarding this matter? Mr. Rose stated the action being requested is to accept or reject his recommendation.

Councilmember Hales stated it seems as though the fundamental problem clearly rests with MSD. However, without knowing the cost of this improvement, could Council recommend that MSD utilize these funds to fix the problem? Mr. Rose stated if Council accepts his recommendation then his objective would be to work with MSD to identify a timeframe for the project, and to offer the OMCI funding as a subsidy; because he believes that the project in its entirety will be more than 1 million dollars.

Councilmember Smotherson questioned whether this application had been recommended for approval by the Stormwater Commission? Mr. Rose stated that it had. Councilmember Smotherson stated his understanding is that this problem affects more than the two households identified in the application because the water also flows around the corner and impacts neighbors on the other side of the street.

Mr. Rose agreed that the stormwater runoff from this pipe had created a broader problem, which is why MSD has recognized the need to install a larger pipe.

Councilmember McMahon stated his understanding is that the charge of the Stormwater Commission was to focus on community-wide initiatives, so he is not certain how this application would have even fallen under their purview.

Mr. Rose stated when this issue was first presented to staff the applicant was asked to work with MSD since they had already acknowledged that stormwater management was their responsibility. But prior to receiving MSD's response, staff decided to place the application on the Commission's agenda to garner their opinion because at the time they were conducting a broad evaluation of stormwater runoff.

Mr. Rose stated when staff finally received MSD's response they simply did not see the value in resubmitting it to the Commission, because Councilmember McMahon is correct, their primary focus is on public property. So, in all fairness, the Commission did not have all of the facts in front of them when they made this recommendation.

Councilmember Cusick moved to accept the City Manager's recommendation, it was seconded by Councilmember Klein.

Councilmember Cusick stated even though the members of the Stormwater Commission discussed this application, as well as stormwater runoff issues being compounded as a result of MSD's lack of due diligence, at length, they all understood that their role was merely to discuss the application and determine its feasibility. So, they did recognize that deciding what to do on private property was out of their purview.

Voice vote on Councilmember Cusick's motion carried unanimously.

6. Conditional Use Permit (CUP 22-11) Market at Olive Phase IV – Lot A

Mr. Rose stated staff is recommending that Council consider a CUP submitted by Chick-Fil-A, located at the Market at Olive.

Dr. Wagner stated this CUP is to reduce the parking in Lot A by 8.5%; from 59 spaces to 54 spaces.

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

Councilmember Smotherson asked how someone who got stuck in the middle would get out since there is no escape lane? Dr. Wagner stated he would have to refer that question to one of Chick-Fil-A's representatives.

**Justin Lurk, Principal Development Lead for Chick-Fil-A,
5200 Buffington Road, Atlanta Georgia**

Mr. Lurk stated this isolated design is a little different, in that the building sits in the center of the lot, the drive-through runs around the building, and parking is on the outside. So, team members will be trained to assist in emergencies that occur in the dual drive-through lanes by directing vehicles to safely exit by using one of the two lanes to bypass another car.

Voice vote on Councilmember Smotherson's motion carried unanimously.

7. Conditional Use Permit (CUP 22- 12) Market at Olive Phase IV – Lot B

Mr. Rose stated staff is recommending that Council consider a CUP for Lot B located at the Market at Olive.

Dr. Wagner stated Lot B is a multi-tenant building located at the corner of Woodson and Olive, where the Applicant is requesting a reduction in the parking of 16.2%; from 74 to 62 spaces.

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

8. Conditional Use Permit (CUP 22- 8) 7360 Forsyth

Mr. Rose stated staff is recommending that Council consider a CUP for a gasoline station and convenience store located at 7364 Forsyth Blvd in the General Commercial District.

Dr. Wagner stated this application went before the Plan Commission on September 28, 2022, which included five conditions with their recommendation for approval. The owner of the business on this site; who has decided to retire, operates a full-service auto repair facility.

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

Councilmember Smotherson stated while he thinks the transitioning of this site is a great idea, he is concerned about it being a 24-hour operation largely because of its location, which is in an isolated area. So, he would be curious to know Chief Hampton's thoughts about this being a 24/7 business.

**Kevin Camp of Civil and Environmental Consultants
3000 Little Hills Expressway, St. Charles, MO**

Mr. Camp informed Councilmember Smotherson that the Wallis Company had reached out to Chief Hampton with a proposal to utilize this site as a substation, which if approved, should address any isolation concerns.

Mayor Crow stated he's been trying to figure out the necessity for this business to be a 24/7 operation since it is located on a two-lane street in a residential neighborhood. So, while he certainly welcomes the opportunity to open this business, his preference would be to get the business started and then address the need for a 24-hour operation once the Applicant has determined that from a profitability standpoint these extended hours are actually needed.

Mayor Crow stated he would also note that there is no mention of a substation in the CUP.

Mr. Camp stated although their offer is not in the application, it still stands, and they would be willing to make a public request if necessary because they would love to have a substation at this site. He stated there are some busier streets in this vicinity, Forest Park Parkway, and Clayton. So, he is glad that Council is at least open to this being a 24-hour operation since all of the other On-The-Run locations operate on a 24-hour basis.

Councilmember Hales asked Mr. Camp if he was aware of Woodard's hours of operation because he can recall going there late at night and being able to purchase items through a window, even when access to the inside of the store was locked? Mr. Camp stated that he was not aware of their hours of operation but believes that it was not 24 hours when Wallis purchased the property in 2006.

Councilmember Hales stated although he believes Council only received two comments from residents, the feedback he's received from roughly six residents was a mixed bag, but most folks seemed pleased about the idea of having a 24-hour facility with an attendant. However, if this is to be a 24-hour operation then he would insist that a police substation be included because he believes it would be a tremendous benefit, especially during the overnight hours.

Mr. Camp informed Councilmember Hales that this location would also have over thirty security cameras.

Councilmember McMahon stated he would concur with Councilmember Hales since the residents who reached out to him also did not express a desire to restrict the hours. And unfortunately, there may not be any pushback until after this facility is up and running and residents realize that it's going to be a 24-hour operation. But, to the Mayor's point, if the substation is not in the CUP and one day it just disappears, then the City is left without any recourse to limit the hours of operation.

Mr. Camp stated that they would have no objection to including the substation in the CUP.

Councilmember McMahon amended Councilmember Smotherson's motion to add that a police substation be included in the CUP in conjunction with the Applicant's request for a 24-hour operation, it was seconded by Councilmember Smotherson.

Mr. Mulligan stated as a matter of clarification, his question is what would the hours of operation be if the substation did not come to fruition?

Councilmember McMahon stated his amendment was based on the understanding that the CUP had already established the Applicant's request for a 24-hour operation. So, does that mean his amendment would render the CUP invalid if there was no substation? Mr. Mulligan stated that it would since there are no restrictions on the hours in the original CUP.

Mr. Rose asked Mr. Camp for the hours of operation at his client's other facilities? Mr. Camp stated Wallis operates two retail chains; Dirt Cheap, whose hours are from 8 a.m. to 11 p.m., and On The Run, which are all 24-hour operations.

Mr. Rose stated if this facility did not have a substation then he thinks the hours of concern for the Police Department would most likely be from 1 a.m. to 5 a.m., where there is the greatest potential for crimes to occur.

Mr. Camp stated while they would certainly be willing to evaluate this alternative if that is the only way to get the CUP approved, the decision of whether or not to operate this substation rests with the City, not the Applicant.

Mr. Rose stated he has it on good authority that the City, as well as other municipalities, would be willing to participate in the substation. So, the only thing the City is asking the Applicant to do at this time is to construct the substation.

Mr. Camp stated they have no problem with adding a room and the necessary accommodations for a police substation, but what he would like some clarity on is whether the construction of this station alone, would permit his client to operate his business on a 24-hour basis regardless of the language contained in the amendment?

Mayor Crow stated that was his understanding. However, to be on the safe side he would like to ask Mr. Mulligan if the amendment could remain as it now stands?

Mr. Mulligan stated constructing a police station is one thing, but the owner has to be willing to allow the police to operate the station; which also needs to be included in the CUP. But, is Council now saying that if the Police Department elects not to use the substation, for whatever reason, the owner would still be allowed to operate his business 24/7?

Mayor Crow stated he thinks members of Council have reached a consensus that if a substation is constructed then they would be amenable to the Applicant's request for a 24-hour operation. And if that means that the amendment needs to enumerate that point, then he is sure Councilmember McMahon would be willing to withdraw his amendment and enter a new one with the correct wording.

Mr. Rose stated if Councilmember McMahon is agreeable to changing his amendment, then going forward the CUP would allow for a 24-hour operation if there is a substation or a 5 a.m. to 1 a.m. operation if no substation is constructed. Because the only thing the City is asking the Applicant to do at this point is to construct the substation.

Councilmember Hales stated he thinks this area should always remain designated for this specific use, and that the words "*Police Substation*" be posted on the exterior of the building.

Councilmember McMahon withdrew his previous motion and amended the original motion by adding that the daily hours of operation shall be from 5 a.m. to 1 a.m. if no police substation is constructed or 24 hours if the Applicant constructs and permits the City to operate a substation; even if the City elects not to participate. The motion was seconded by Councilmember Hales.

Councilmember Smotherson stated he wanted to make sure everyone understood that all of Council's considerations have been about one thing, making sure this is a safe environment for the employees, customers, and residents that live near this facility.

Voice vote on Councilmember McMahon's amendment carried unanimously.

Voice vote on the CUP as amended, carried unanimously.

Mayor Crow thanked everyone for their participation.

L. UNFINISHED BUSINESS

1. **Bill 9489** – AN ORDINANCE AMENDING SCHEDULE VII OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN. Bill Number 9489 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

2. **Bill 9490** – AN ORDINANCE AMENDING SECTION 400.070 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE OFFICIAL ZONING MAP, BY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF PROPERTY KNOWN AS LOT A AND COMMON GROUND 2 OF PLAT 4 OF THE MARKET AT OLIVE DEVELOPMENT, FROM “PD” PLANNED DEVELOPMENT COMMERCIAL DISTRICT, “GC” GENERAL COMMERCIAL AND “SR” SINGLE-FAMILY RESIDENTIAL DISTRICT TO “PD” PLANNED DEVELOPMENT COMMERCIAL DISTRICT (“PD-C”). Bill Number 9490 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

M. NEW BUSINESS

Resolutions (vote required) - none

1. **Resolution 2022-13** Resolution for Fiscal Year 2022-2023 Budget Amendment #2

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

2. **Resolution 2022-14** Preliminary Plan Approval – Adoption of a Resolution to approve the Preliminary Development Plan for Market at Olive Phase IV development, Lot A and Common Ground 2.

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

Bills (Introduction and 1st reading - no vote required)

Introduced by Councilmember Smotherson

1. **Bill 9491** – AN ORDINANCE APPROVING A PETITION TO ADD REAL PROPERTY TO THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT. Bill Number 9491 was read for the first time.

Introduced by Councilmember Smotherson

2. **Bill 9492** – AN ORDINANCE AMENDING SECTION 400.070 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE OFFICIAL ZONING MAP, BY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF PROPERTY KNOWN AS LOT B OF PLAT 4 OF THE MARKET AT OLIVE DEVELOPMENT, FROM “GC” GENERAL COMMERCIAL DISTRICT AND “SR” SINGLE-FAMILY RESIDENTIAL DISTRICT TO “PD” PLANNED DEVELOPMENT COMMERCIAL DISTRICT (“PD-C”). Bill Number 9492 was read for the first time.

Introduced by Councilmember Hales

3. **Bill 9493** – AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR LOT A AND COMMON GROUND 2 OF THE PROPOSED MARKET AT OLIVE DEVELOPMENT, PLAT 4. Bill Number 9493 was read for the first time.

N. COUNCIL REPORTS/BUSINESS

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

O. CITIZEN PARTICIPATION (continued 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.

Councilmember Hales moved to close the Regular Session and go into a Closed Session, it was seconded by Councilmember McMahon.

Roll Call Vote Was:

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

Nays: None.

Note: Due to technical issues there is no audio recording of the beginning of the meeting.

R. ADJOURNMENT

Mayor Crow thanked everyone for their attendance and closed the Regular City Council meeting at 8:10 p.m. to go into a Closed Session on the Second floor. The Closed Session reconvened in an open session at 8:52 p.m.

LaRette Reese
City Clerk, MRCC

My name is Linda Wiggen Kraft, I live at 7275 Creveling Dr. I have been a garden designer for 30 years. My own garden, and gardens I have designed for others, have been on the Missouri Botanical Garden and U City in Bloom Garden Tours multiple times. All of these gardens are intentional gardens where every plant, many of them native, is chosen to grow there.

I was confused, when I received a notice from University City that stated "weeds... in/around flower beds", because I know every plant that grows in my garden. They are not weeds. The inspector came to our house a few days after we received the notice to identify the supposed "weeds", she refused and called her supervisor. The supervisor did not clarify what were weeds, instead he wrote up 3 NEW violations about tree branches on our property. (Had the previous inspection 5 days earlier missed these violations?)

While Mr. Rose characterized the violation notice in the last Council Mtg. as "a friendly reminder". These "violation notices" are actually quite threatening when they state "failure to resolve violations...may result in the matter being referred to the court." Threats of fines, warrants and court costs are not exactly friendly.

At the last meeting photos taken by the inspector were shown. (FIRST PHOTO SHOWN) Mr. Rose identified this photo as "and that is the weeds and grass". I would like to clarify what is growing in that photo. ALL of these plants, including several native plants, are identified with common and botanical names at the bottom. ALL of the plants in this photo were intentionally planted. None are weeds.

Two other photos showed alleged violations. (SECOND PHOTO SHOWN) What those violations are is totally unclear to me. On the left of the photo in the grass, is a 4.5-inch-tall lawn sprinkler, the grass is shorter than the sprinkler. City code says grass is in violation if over 7 inches. On the right are plants in the flower bed, some are garlic along with native plants – prairie dock, black eyed-Susan and new England aster.

I have done nothing to these flower beds since the violation notice for "weeds...in/around flower bed" was first sent on Sept 23rd . Nothing was done before the inspectors came on Sept 28th and nothing has been done since .

Mr. Rose stated in the last council meeting "the violation has been abated". If that means there is no longer a violation, thank you. If that means there was never a violation, that's good too. I have no idea what the status of my violations is. I have received nothing from City Hall, even after 2 letters were sent

by my husband in early Oct. asking for clarification. If U City sends out a letter of violation, it would be friendly and useful if it could send a follow-up letter that the violation is no longer is a problem, and people could know the threat of court is gone.

Mr. Rose stated in the last City Council meeting that “we worked with U City in Bloom to learn more about the native plant species. In fact, we don’t cite those and we don’t send notices for those.”. Yet in 2020 a violation notice was sent to one of the 23 U City gardens certified by the Audubon Society as a “Bring Nature Home Wildlife Habitat”. The inspector sent a notice and told the homeowner to cut the entire garden down. Did City Hall forget its 2013 “community partnership commitment” with St. Louis Audubon Society for these gardens? Another native plant gardener was sent violation notices in 2020 against her plants. This very person helped draft the 2015 weed ordinance section B that states “*Weeds shall not include cultivated flowers, gardens and plants native to this region*”. And these are not the only U City gardeners who have received violation notices to cut down native shrubs, flowers and grasses.

U City should follow its commitment with The Audubon Society and its own section B of the “weed violations” by training code enforcement officers to recognize “cultivated flowers, gardens and plants native to this region”.

I am certainly willing to answer questions about plants, however, as homeowners it is not our responsibility to educate inspectors as to what specific plants are, any more than it is our responsibility to educate plumbing inspectors about how plumbing works. My hope is U City will hire and train professionals who know plants, and will work with, not against, the many dedicated U City gardeners.

(INCLUDE STATEMENT, PHOTOS, ST. LOUIS AUDUBON LETTER IN COUNCIL RECORDS)



**Plants Shown in Mixed Border Photo Above
(Intentionally Planted)**

Photo from U City Inspector

Ladybells - Adenaphora (ground cover)

Spiderwort - Tradenscancia - NATIVE

Peony-Peonia & Hosta

Japanese Painted Fern -Athyrium niponicum

PJM Rhododendron

River Oats Grass - Chasmanthium - NATIVE

Lily of the Valley - Convallaria majalis

Asiatic Lily - Lilium Asiatic



**Turf Grass & “Weed” Grass
(photo from U City inspector)**

Sprinkler - 4.5 inches tall

(turf grass less than 4.5 inches tall)

**Garlic intentionally planted in flower bed
(planted for food)**

Also Blooming in this Flower Bed Photo (on right)

New England Aster - NATIVE

Rudbeckia Herbstonne - NATIVE

Prairie Dock - NATIVE



St. Louis Audubon Society
P.O. Box 220227
St. Louis, MO 63122
www.stlouisaudubon.org

January 12th, 2021

To Whom It May Concern:

My name is Dan Pearson. I am the Coordinator of St. Louis Audubon's Bring Conservation Home (BCH). BCH provides consultations and detailed written advice to improve landscapes with native plants, stormwater management techniques, and wildlife stewardship practices for the benefit of ecosystems and human communities across the St. Louis region. Using criteria developed in BCH awards one of three levels of certification – silver, gold, or platinum wildlife habitat.

I recently learned of the citation issued for Kathy Freese's gold certified BCH garden and am writing to provide information in support of her current maintenance practices.

St. Louis Audubon Society envisions an ever-growing mosaic of native plant landscapes across the St. Louis region, including even the smallest urban yard. To this end, BCH has conducted more than 1,500 site visits across the region since 2011. In University City, BCH has consulted with private landowners on 103 site visits and certified 23 urban landscapes. **University City has the 2nd highest BCH program participation** exceeded only by the City of Webster Groves.

In December 2013, the University City Council endorsed BCH through a resolution and a community partnership commitment. As a result, residents receive a 50% discounted rate to participate in BCH and University City promotes the program to its residents. In addition, the Centennial Commons Bird Garden was partially funded by St. Louis Audubon.

To ensure that BCH landscapes are attractive to humans and provide food, cover and nesting sites to birds, butterflies, and other pollinators, BCH Habitat Advisors emphasize the need for science-informed, ongoing maintenance. Rather than cutting back all vegetation and raking leaves before winter, BCH recommends "leaving the leaves" and dormant plant material until spring to maximize wildlife benefits. The seed heads of perennial wildflowers are a particularly important food source for wintering and migratory songbird populations.

University City has a weed ordinance stipulating the height of weeds and [turf] grass in Section A. Then Section B allows for the unlimited height of garden vegetation for aesthetic, wildlife, and/or soil loss benefits, with no seasonal conditions. I believe that this should relieve Kathy Freese from cutting down dormant garden plants during winter or removing a few dead tree branches that help collect leaves and provide wildlife cover.

The rewards of BCH wildlife habitats are supported by research conducted on by St. Louis University's Billiken Bee Lab include Monarch butterfly and songbird migration, pollination, predation, and even courtship behavior — all courtesy of native plants in home landscapes. BCH landscapes help reverse the population decline of many species and inspire families with nature encounters at home.

Our mission is to create a community connection to nature through education and conservation.



St. Louis Audubon Society
P.O. Box 220227
St. Louis, MO 63122
www.stlouisaudubon.org

While supporting positive action for the environment at home and work, BCH supports a network of small nature sanctuaries intended to inspire community-wide engagement for conservation practices. BCH values University City as one of those conservation-minded communities.

Therefore, I encourage reconsidering enforcement of Kathy Freese's citation warnings.

Sincerely,

Dan Pearson
BCH Coordinator
dan@stlouisaudubon.org
(314) 718-3967

Our mission is to create a community connection to nature through education and conservation.

MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, November 28, 2022
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on Monday, November 28, 2022, Mayor Terry Crow called the meeting to order at 6:30 p.m.

B. ROLL CALL

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

Councilmember Stacy Clay; (*excused*)
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.; Linda Schaeffer, Acting City Clerk and Congressman Lacy Clay.

C. APPROVAL OF AGENDA

Councilmember Hales moved to approve the Agenda as presented, seconded by Councilmember Smotherson, and the motion carried unanimously.

D. PROCLAMATIONS

1. None

E. APPROVAL OF MINUTES

F. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. Connie Mueller is nominated to the Green Practices Commission as a fill-in by Councilmember Tim Cusick, it was seconded by Councilmember Klein, and the motion carried unanimously.
2. Gretchen Barry is nominated to the Senior Commission replacing Sandra Hewitt's expired term (11/25/22) by Councilmember Steve McMahon, it was seconded by Councilmember Hales, and the motion carried unanimously.

G. SWEARING IN TO BOARDS AND COMMISSIONS

1. None

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Request to Address the Council Forms are located on the ledge just inside the entrance. Please complete and place the form in the basket at the front of the room.

Written comments must be received **no later than 12:00 p.m. on 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 note whether your comment is on an agenda or a non-agenda item. If a name and address are not provided, the comment will not be recorded in the official record.

Patrick Fox, 1309 Purdue Avenue, U City, MO

Mr. Fox stated as a former Civil Service Employee that has participated in three pension plans, he would like to bring a few things to Council's attention regarding the recommendations made at tonight's Study Session.

The recommended changes to the non-uniformed pension will only impact a limited number of employees that are already receiving much more in compensation than their counterparts; i.e., the City Manager, Department Directors, Advisory Boards, City Judge, City Clerk, and Secretary to the City Manager. So, in terms of retention and recruitment, this recommendation will only benefit a limited number of people. And cutting their vested period from ten years to five will create a wider gap between the employees the City actually needs to perform the services it provides and those that supervise these employees.

Mr. Fox stated he also thinks it would be improper for Mr. Rose to make any recommendations regarding this plan since he will be impacted by any decisions, and he also receives 6% in addition to his 457 pension contributions.

Tom Sullivan, 751 Syracuse, U City, MO

Mr. Sullivan stated some of the issues he mentioned two weeks ago still have not been resolved.

- The walkway lights in the #4 parking lot are still not working;
- An overhead light on Ackert Walkway is not working;
- Streetlights are out on North Drive, Chamberlain, Olive, and Hanley;
- Utility wires are hanging down in the alley at the 700 block of Kingsland, Vernon, and on Kingsland north of Vernon;
- Several fence rails are missing and need to be replaced at the City park on Kingsland and Chamberlain;
- There is a considerable amount of leaves on the Kingsland sidewalk, and
- There are branches in the grassy medians on Heman and Leland that need to be picked up.

He stated the City has inspectors looking out for tall weeds or trees that need trimming, but apparently, they haven't seen any of these things.

Ackert Park was recently renovated and there seems to be a huge omission; the playground, which was the most popular aspect of this park.

Recently Council approved two street projects to resurface Kingsland and Vernon, and it would be nice if they could make some improvements on Kingsland, which many view as the showcase to the City.

Mr. Sullivan stated in the recent edition of *ROARS* the Mayor provided numerous excuses about the recent floods but failed to mention the severe criticism he has received. People are still waiting for bulk item pickups and having problems obtaining the various permits needed to make repairs. "*Flooding is a regional issue,*" said the Mayor, "*so don't blame the City*". But in recent years this issue has been pretty much ignored. So much so, that at a recent Stormwater Commission meeting one member questioned whether they were wasting their time since the City has continuously ignored their recommendations.

I. PUBLIC HEARINGS

1. Petition to Add Real Property to the Markets at Olive Community Improvement District.

Mayor Crow opened the Public Hearing at 6:38 p.m., and after acknowledging that no written comments or requests to speak had been received, the hearing was closed at 6:38 p.m.

2. Zoning Map Amendment to rezone 1.50 acres of land known as Lot B of the Market at Olive Development, Plat 4.

Mayor Crow opened the Public Hearing at 6:38 p.m., and after acknowledging that no written comments or requests to speak had been received, the hearing was closed at 6:38 p.m.

Mayor Crow welcomed Senator Brian Williams to the meeting and thanked him for everything he has done for the community.

J. CONSENT AGENDA

1. Compost Contract (St. Louis Composting)
2. Annual Renewal with the City of Chesterfield on behalf of the St. Louis APWA Salt Cooperative (Co-op) for Road Salt Purchase and Delivery
3. Fuel Pump Software (Superior Equipment Co.)

Councilmember McMahon moved to approve Items 1 through 3 of the Consent Agenda, it was seconded by Councilmember Klein, and the motion carried unanimously.

K. CITY MANAGER'S REPORT (vote required)

1. Proposed 2023 Legislative Platform

Mr. Rose stated staff is recommending that Council consider the City's 2023 Legislative Platform intended to provide staff and the governmental affairs consultant with guidance during 2023 federal and state legislative sessions. This guidance includes revenues, governance, infrastructure, social services, crime prevention, and the environment. Mr. Rose then introduced the City's Governmental Affairs Consultant, the former Congressional representative, Lacy Clay.

Congressman Clay thanked Council for the opportunity to give back by representing a city that he has always been passionate about. He stated currently his role at the law firm of Pillsbury, Winthrop, Shaw, and Pittman, as a Federal Registered Lobbyist provides him with the opportunity to work with the Biden Administration and the Congressional Delegation. So, he intends to push the federal awards forward for U City; especially those associated with the Army Corps of Engineers.

Mr. Rose stated Council approved the Preferred Plan for the detention basin project that is now underway, which he believes will help alleviate some of the flooding that has occurred in U City and other areas downstream. He stated it all starts with funding. So, he will be working closely with the Mayor and Congressman Clay in an attempt to navigate the government's system and garner funding for projects of this nature.

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

L. UNFINISHED BUSINESS

1. **Bill 9491** – AN ORDINANCE APPROVING A PETITION TO ADD REAL PROPERTY TO THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT. Bill Number 9491 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

- 2. Bill 9492** – AN ORDINANCE AMENDING SECTION 400.070 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE OFFICIAL ZONING MAP, BY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF PROPERTY KNOWN AS LOT B OF PLAT 4 OF THE MARKET AT OLIVE DEVELOPMENT, FROM “GC” GENERAL COMMERCIAL DISTRICT AND “SR” SINGLE-FAMILY RESIDENTIAL DISTRICT TO “PD” PLANNED DEVELOPMENT COMMERCIAL DISTRICT (“PD-C”). Bill Number 9492 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

- 3. Bill 9493** – AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR LOT A AND COMMON GROUND 2 OF THE PROPOSED MARKET AT OLIVE DEVELOPMENT, PLAT 4. Bill Number 9493 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

M. NEW BUSINESS

Resolutions (vote required)

- 1. Resolution 2022-15.** Opposing 15 CSR 30-200.015 Library Certification Requirement For The Protection Of Minors submitted by the Missouri Secretary Of State.

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

Councilmember Klein stated some leaders are trying to make State funding for libraries contingent upon the vague notion of what they believe is age-appropriate, even though we have knowledgeable professionals who put these collections in our libraries together based on what they understand the needs of children to be. Diversity is one of those needs that could be threatened, which is something that is highly cherished by this community. So, this is an important stance that Council needs to take. Councilmember Klein stated she would also encourage residents in agreement with this stance to take advantage of the opportunity to submit their comments on this legislative proposal to the Secretary of State.

Councilmember Cusick stated he was glad to see that Councilmembers Klein and Clay put this on the agenda because he remembers several years ago when the legislature tried to enact a similar proposal which was defeated. But it is not an issue that is going to go away. Therefore, the need is to remain vigilant to ensure that parents retain the right to make these kinds of decisions, and not a governmental body like the Missouri Secretary of State.

Voice vote on Councilmember Klein's motion carried unanimously.

- 2. Resolution 2022-16.** Adoption of a Resolution to approve the Preliminary Development Plan for Market at Olive Phase IV development, Lot B.

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

Bills (Introduction and 1st reading - no vote required)

Introduced by Councilmember Smotherson

- 1. Bill 9494 – AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF UNIVERSITY CITY AND THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION PROVIDING FOR THE KIMPLAND PLACE ROAD BRIDGE RECONSTRUCTION OVER BRANCH OF RIVER DES PERES.** Bill Number 9494 was read for the first time.

N. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions

As Liaison to the Plan Commission, Councilmember Hales stated that under Council Rule 38(a)(4) he intends to request the reappointment of Ellen Hartz for a special third term. The Commission has been going through the visioning process and has now begun its review of the Comprehensive Plan. In his opinion, Ms. Hartz is an invaluable member of this talented Commission, and it would not make sense to bring a new member in while they are in the middle of this important work.

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

O. CITIZEN PARTICIPATION (continued if needed)

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

Ms. Ginsberg thanked Council for passing Resolution 2022-15, which jeopardizes everyone's limit to read. She stated she would like to share directions for contacting the Secretary of State, along with a list of talking points gathered from library advocates.

She stated in the past two weeks U City TNR volunteers trapped, neutered, and vaccinated five cats at no cost to U City taxpayers. Four cats were returned to their community caregiver and one cat is now with a local rescue facility. Unfortunately, the use of cat food, water, and shelter, continues to spark misunderstandings between the volunteers and code enforcement. Therefore, on behalf of these volunteers, she would respectfully request that Section 210.130 of the Municipal Code be amended to add, "*providing food, water, and shelter*" to the list of permitted acts. Thank you for your service to our community.

P. COUNCIL COMMENTS

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

Q. ADJOURNMENT

Mayor Crow thanked everyone for their participation and adjourned the Regular Council Session at 6:56 p.m.

Linda Schaeffer/ Ir
Acting City Clerk

NOTICE OF STUDY SESSION
Proposed Changes to the Pension Plans

CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, November 28, 2022
5:30 p.m.

AGENDA

1. MEETING CALLED TO ORDER

At the Study Session of the City Council of University City held on Monday, November 28, 2022, Mayor Terry Crow, called the meeting to order at 5:30 p.m.

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

Councilmember Stacy Clay; (*excused*)
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.; Finance Director, Keith Cole, and Heather Mehta of Greensfelder, Hemker & Gale.

2. CHANGES TO THE REGULAR AGENDA

None

3. PROPOSED CHANGES TO THE CITY'S PENSION PLANS

Mr. Rose stated Council is being asked to receive a presentation on the proposed changes to the pension plans and provide directions to staff. These changes are being proposed to strengthen the plans and make them more attractive for retaining and recruiting employees.

Mr. Cole introduced Heather Mehta of the Greensfelder Law Firm who would be making this presentation.

Ms. Mehta stated there are two categories of proposed changes that will be discussed. A need for the first change being proposed arose out of an incident where a Lieutenant left the department on disability, and subsequently died, and his family called to inquire about his death benefits. At this point, what the City realized was that the language contained in the plan at the time this employee became disabled was slightly different from what it says today.

Ms. Mehta stated when she reviewed the drafting history she determined that if someone with the proper years of service became disabled before 2015, they would have been eligible to receive their normal retirement and death benefits. However, it was drafted in such a way that anytime someone started receiving their pension benefits under the plan it would be offset by the disability insurance. For example, if someone was entitled to receive \$1,000 a month in disability benefits, and was also receiving retirement benefits, their disability benefits would be reduced to \$500. So, to make sure the insurance policy was the primary payer for these disability benefits, her predecessor amended the plan in 2015, to state that employees who left on disability were no longer entitled to early retirement benefits. Unfortunately, this amendment removed the ability of an employee who became disabled and subsequently applied for early retirement to receive death benefits.

Ms. Mehta stated the following proposed change are meant to correct this Scribner's error because the intent of that 2015 amendment was not to remove the death and funeral benefits for a surviving spouse but to ensure that someone receiving disability benefits would not be paid out of the pension fund.

Clarifying Disabled Retiree's Entitlement to Death Benefits Police and Firefighters' Retirement System

Section 130.190 Death Benefits

A. Funeral Benefits.

1. There shall be paid upon the death of any active employee a funeral benefit in the sum equal to one (1) month's base salary then in effect;
2. There shall be paid upon the death of an employee retired under Section **130.130** or Section **130.160** or **who retired under Section 130.170 and who has at least twenty (20) years of service** a funeral benefit in the sum equal to one (1) month's base salary in effect at the time of retirement (under Section **130.130** or Section **130.160**) or disability (under Section **130.170**).

B. Lump Sum Death Benefit.

1. The beneficiary of an active member of the fund who dies prior to becoming eligible for retirement under Section **130.130** or Section **130.160** shall be paid a death benefit of one hundred thousand dollars (\$100,000.00); provided that such death benefit shall not exceed the incidental death benefit limitations of the Internal Revenue Code and the regulations thereunder.
2. The death benefit under this Section shall be paid in a single lump sum, or in such other form as the Board of Trustees shall approve, as soon as practicable after the active member's death.
3. An active member shall designate his/her beneficiary in accordance with rules and procedures established, and upon forms provided, by the Board of Trustees.
4. The Board of Trustees may, but is not required to, purchase a life insurance policy to provide the death benefit under Subsection **(B)(1)** of this Section. In the event the Board of Trustees purchases such a policy, the terms and conditions of the policy shall supersede the provisions of this Section (except Subsections **(8) (1)**, **(B) (s)**, and **(B) (6)** of this Section or as otherwise required under the Internal Revenue Code) to the extent inconsistent herewith.
5. After an active member becomes eligible for retirement or terminates service entitled only to a deferred retirement benefit under Section **130.230(A)**, Subsection **(B)** of this Section **130.190** shall be inapplicable, and death benefits, if any, shall be determined solely under the applicable provisions of Section **130.140**.

- ##### C.
- There shall be paid upon the death of any employee **who has not yet retired but who is eligible for retirement under Section 130.130 or Section 130.160 or who has at least twenty (20) years of service and is receiving benefits under Section 130.170**, ~~but who has not yet retired~~, the following:

1. To the employee's surviving spouse, provided such employee shall have been married to such surviving spouse for three (3) years or more prior to the employee's death, a monthly benefit of fifty percent (50%) of the monthly benefit the employee would have received if retired until the death or remarriage of such surviving spouse;
 2. To the lawful guardian of such employee's surviving minor unmarried child or children under the age of eighteen (18) years, provided such child or children shall have been born within ten (10) months after the employee's retirement or the employee's death in service, a monthly benefit of ten percent (10%) of the monthly base salary as previously described for such child or children until such child or children attain the age of eighteen (18) years or marry; provided the combined monthly payments to such surviving spouse and children shall in no case exceed sixty percent (60%) of the monthly base salary, and in which event the thirty-five percent (35%) maximum benefit for the eligible children shall be prorated between them; provided further, that if there is no surviving spouse entitled to benefits in any month, the surviving spouse's benefit will be divided equally among the then eligible children, but no child shall be entitled to more than fifty percent (50%) of the surviving spouse's benefit.
- D. There shall be paid upon the death of any employee retired under Section **130.130** or Section **130.160** the following:
1. To the employee's surviving spouse, provided such employee shall have been married to such surviving spouse for three (3) years or more prior to the employee's retirement, a monthly benefit of fifty percent (50%) of the monthly benefit the employee was receiving at the employee's death until the death or remarriage of such surviving spouse;
 2. To the lawful guardian of such employee's surviving minor unmarried child or children under the age of eighteen (18) years, provided such child or children shall have been born within ten (10) months after the employee's retirement or the employee's death in service, a monthly benefit of ten percent (10%) of the monthly base salary as previously described for such child or children until such child or children attain the age of eighteen (18) years or marry; provided the combined monthly payments to such surviving spouse and children shall in no case exceed sixty percent (60%) of the monthly base salary, and in which event the thirty-five percent (35%) maximum benefit for the eligible children shall be prorated between them; provided further, that if there is no surviving spouse entitled to benefits in any month, the surviving spouse's benefit will be divided equally among the then eligible children, but no child shall be entitled to more than fifty percent (50%) of the surviving spouse's benefit.
- E. If any employee dies and there is no surviving spouse or children eligible to receive benefits, a refund as described in Section **130.210(A)** shall be made to a designated beneficiary or, if none, then to his/her estate. This Section shall not apply with respect to employees who are in service on or after September 1, 2000 and have an investment account established under Section **130.340(A)**.

Ms. Mehta stated the remaining proposals for the uniformed and non-uniformed plans have been designed for the purposes of making recruitment and retention more attractive.

An employee's benefits within a pension plan are calculated based on credited service. To come up with these benefits, you look at their years of service, times their salary. But a vesting service consists of the number of years an employee has stayed with a company to earn the rights to those benefits.

As currently written, if you have an employee who serves in both a uniformed and non-uniformed capacity there is no provision to recognize the eight years they worked as a dispatcher and the eight years they worked as a uniformed police officer. So even though they've worked a total of sixteen years, they have no vested benefits under either plan because both plans require ten years of service.

Ms. Mehta stated when this issue was discussed; the thought was that a vesting service would be more beneficial to employees that transferred from one position to another because it would give them credit for all of the work they performed as an employee for the City. And the only thing that would be impacted is whether that employee was entitled to benefits; not the amount or the way their benefits would be calculated. So, the first change relates to vesting for employees who have worked in uniformed and non-uniformed positions within City's system, and the second change deals with the rehire of uniformed or non-uniformed employees.

Currently, if an employee does not have ten or twenty (sic) years of service prior to leaving, they would receive their contributions to the plan but lose their entitlement to any kind of monthly pension benefits. If that employee was rehired, under those circumstances, the City has no provisions to build upon the service that the employee completed before leaving. For example, if they had eight years of non-uniformed service when they left, received their contributions from the City, and then decided to come back; they could work another eight years and still not have any pension benefits because they were never vested, even though they had actually worked sixteen years.

Under those circumstances, the proposal is for the employee to buy back their service by returning their contributions, plus interest, to either of the plans. The idea is to combine that service so they could start building up those pension benefits which would then be calculated based on sixteen years of service rather than eight. Ms. Mehta stated this is a fairly common provision in most governmental plans because the goal is to make it more attractive for employees that have left, to come back.

She stated the Boards of both plans are interested in looking at other ways to make these plans more attractive and voted in favor of forming a subcommittee to explore those options.

Ms. Mehta stated one thing she should note, is that on an actuarial basis, the City's uniformed plan is under 80% funded. And because of that, under Missouri Revised Statute 105.684; which prohibits benefit increases if a plan is below 80%, and any improvements would decrease that funding even further, means that no amendments related to this plan can be passed. So here again, the goal is to come up with a list of ideas to improve the plan until the market is better or there is an increase in funding.

Service to Rehired Employees Police and Firefighters' Retirement System

Section 130.110

- A.** Any former employee who is reinstated in the Police or Fire Department **or in a non-uniformed position with the City** ~~within two (2) years after termination of his/her employment and who has withdrawn his/her contributions shall be required as a condition of the re-employment to~~ **may** deposit the amount of any withdrawal made under Section **130.210** ~~plus interest thereon at the rate of two percent (2%) per annum~~ and shall be credited with his/her years of prior service. **If the former employee chooses not to deposit the amount of any withdrawal** ~~reinstatement occurs after two (2) years made under Section 130.210,~~ the former employee shall come in as a new employee without credit for prior service; and such prior service shall not be considered for any purposes under this uniformed pension plan.
- B.** Effective for plan years beginning after December 31, 1997, repayment under this provision may be made by a trustee-to-trustee transfer from a Code Section 403(b) annuity or a Code Section 457 deferred compensation plan maintained by a State or local government employer within Missouri for repayment of a cash-out from this plan under Section 415(k)(3).

Section 130.230

- A. Any employee having ten (10) years or more of service in either the Fire Department or the Police Department, or a combination of service in both departments, who subsequently leaves the service, shall be eligible for the deferred retirement benefits as provided in this Article.
- B. An employee's investment account shall be one hundred percent (100%) vested and non-forfeitable at all times.
- C. Notwithstanding anything in this Article to the contrary, effective September 1, 1974, a participant shall be one hundred percent (100%) vested in his/her accrued benefit upon attaining normal retirement age, if the employee has satisfied any reasonable and uniformly applicable service or participation requirements or in the event that the plan is terminated or contributions to the plan have been completely discontinued.
- D. **Any employee who transfers to or is hired by the City in a position eligible to participate in the Non-Uniformed Employees Retirement System shall continue to accrue years of service while employed by the City for the purpose of vesting under this plan, provided the employee has not withdrawn his/her contributions under Section 130.210 or, if such employee has withdrawn his/her contributions, such employee has repaid the contributions under Section 130.110.**

Service to Rehired Employees Non-Uniformed Employees' Retirement System

Section 130.480

- A. The years of creditable service of a member shall be the number of years and completed months of service during which the member received compensation prior to July 1, 1966, plus the number of years and completed months of service during which the member received compensation after July 1, 1966, from the beginning of his/her employment with the City until his/her employment is terminated, subject to the provisions set forth in Subsections (B-G) of this Section. No creditable service for prior employment shall be granted to an employee who becomes a member after July 1, 1966, unless the member was employed on July 1, 1966.
- B. If a member resumes employment ~~within one (1) year~~ after the member's employment is terminated and ~~provided~~ the member has not withdrawn his/her accumulated contributions, the member's creditable service as of the date of termination shall be restored.
- C. Creditable service to the date of absence shall not be forfeited by reason of any absence without pay due to leave granted by the City because of illness, qualified military service, or, for a period not in excess of one (1) year, for any other reason, provided the employee returns to active service prior to the expiration of his/her leave. Notwithstanding any other provision of the plan to the contrary, effective as of December 12, 1994, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Code Section 414(u). If a participant who is absent from employment as an employee because of military service dies after December 31, 2006, while performing qualified military service (as defined in Code Section 414(u)), the participant shall be treated as having returned to employment as an employee on the day immediately preceding his/her death for purposes of determining the participant's vested interest in his/her accrued benefit and his/her beneficiary's eligibility for a survivor benefit under the plan. Notwithstanding the foregoing, such a participant shall not be entitled to additional accruals with respect to his/her period of military leave.

- D. The Board of Trustees shall fix and determine by proper rules and regulations how much service in any year is equivalent to one (1) year of creditable service, but in no case shall more than one (1) year of service be creditable for all service in one (1) calendar year, nor shall the Board of Trustees allow credit as service for any period of more than one (1) month's duration during which the member was absent without pay except as provided in Subsection [\(E\)](#) of this Section.
- E. Absence from employment because of qualified military service shall be considered a leave of absence granted by the City; provided the employee returns to active employment within the period of time during which the employee has re-employment rights under any applicable Federal law or within ninety (90) days from and after discharge from such military service if no Federal law is applicable and such service shall be included in creditable service and provided the employee has not withdrawn his/her accumulated contributions.
- F. If the employment of a member is terminated, **the member has withdrawn his/her accumulated contributions, for reasons other than disability, and the member is employed thereafter by the City, the member's creditable service as of the date of termination shall be restored if the member repays the withdrawn accumulated contributions plus interest at a rate of five percent (5%) per annum. If the member does not repay the withdrawn accumulated contributions plus interest, then the member shall be considered a new employee for all purposes of the retirement system.** ~~except as provided by Subsection [\(B\)](#) of this Section~~

Section 130.520

- A. Should the membership of an employee be terminated by reason other than death or retirement, such member shall be paid within one (1) year the amount of the employee's **accumulated** contributions plus interest earnings of five percent (5%) per annum on the employee's **accumulated** contributions. In the event of the death of such former member after the termination of employment and prior to receiving the employee's accumulated contributions, the employee's accumulated contributions shall be paid to the employee's designated beneficiary.
- B. A member who retires early may elect to withdraw his/her accumulated contributions at any time prior to the date the member's pension is to commence; provided that if he/she so elects, neither the member nor the member's beneficiary shall receive any other benefits from the retirement system **except as provided for in Subsection (F) of Section 130.480**. In the event of the member's death prior to the date the member's pension is to commence, the member's accumulated contributions will be payable in a lump sum to the member's designated beneficiary.
- C. Distributions under this Section shall be made in accordance with the Internal Revenue Code, Section 401(a) (9), and the regulations thereunder.
- D. Effective for distributions after December 31, 1992, a distributee may elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by a qualified distributee in a direct rollover as provided in Section [130.680](#).

Section 130.590

- A. Any employee **(1) who is subject to the Civil Service Rules and who has completed ten (10) years of service with the City or who is not subject to the Civil Service Rules and who has completed five (5) years of service with the City** and **(2) who thereupon separates from employment for reason other than death is entitled to pension benefits from the fund payable at the employee's normal service retirement date in lieu of receiving the employee's**

accumulated contribution to the fund. The retirement benefits shall be calculated as for normal service retirement but based on the employee's years of creditable service and final average compensation as of the date of the employee's separation. Such employee must notify the Board of his/her desire to retain a vested interest in the fund within thirty (30) days of the employee's separation from employment with the City. The form and manner of an employee's later application for retirement benefits will be identical to that prescribed in this Article for employees making a normal service retirement.

Section 130.600

- A.** A member shall have a one hundred percent (100%) vested interest in his/her accrued benefit upon reaching normal or early retirement age prior to termination of employment, death, or disability.
- B.** Any employee **(1) who is subject to the Civil Service Rules and** who has completed ten (10) years of service with the City **or who is not subject to the Civil Service Rules and who has completed five (5) years of service with the City** and **(2)** who thereupon separates from employment for reason other than death may elect to receive benefits under Section **130.590** in lieu of receiving the employee's accumulated contribution to the fund.
- C.** Notwithstanding anything in this Article to the contrary, effective September 1, 1974, a participant shall be one hundred percent (100%) vested in his/her accrued benefit upon attaining normal retirement age, if the employee has satisfied any reasonable and uniformly applicable service or participation requirements or in the event that the plan is terminated or contributions to the plan have been completely discontinued.
- D. Any employee who transfers to or is hired by the City in a position eligible to participate in the Police and Firefighters' Retirement System shall continue to accrue years of service while employed by the City for the purpose of vesting under this plan, provided the employee has not withdrawn his/her contributions under Section 130.520 or, if such employee has withdrawn his/her contributions, such employee has repaid the contributions under Subsection (F) of Section 130.480.**

Councilmember Hales asked whether the vesting of service worked for both uniformed and non-uniformed transfers? Ms. Mehta stated the intent of the proposed amendment is to allow for the crediting of vesting service for anyone who transfers between the two plans, and this language is contained in the last paragraph of both proposals. However, it will not change how their benefits are calculated.

Mayor Crow posed the following questions to Ms. Mehta:

Q. Was the matter ever resolved in the first example where the Scribner's error was detected?

A. The records obtained by Mr. Mulligan revealed that this specific individual was divorced, so the belief is that the claim was made by one of his children. We are still trying to get more information from their attorney about who actually filed the claim and whether they would have been entitled to receive it. At that point, she and Mr. Mulligan will confer on whether the plan as it exists or the plan as it existed when he retired would allow any benefits to be paid to that specific beneficiary.

Q. Years ago, the Pension Board was able to compare the City's funding level with other municipalities on a regular basis. Is that type of information still available?

A. The JCPER collects that information and creates an unofficial watch list of all of the plans that are below the 70% funding level. They also prepare a summary of the annual reports filed by the financial directors for each plan, and both of these documents can be found on the JCPER website.

Mayor Crow stated if there is a one or two-page document that ranks all of the plans, regardless of their funding level, he would like to see it.

Councilmember Cusick posed the following questions:

Q. What level of funding does the non-uniformed pension plan have at this point?

A. (Ms. Mehta): *My understanding is that it is above 80% funded.*

A. (Mr. Cole): *It is roughly between 80 and 85% funded.*

A. (Mr. Rose): *Based on the latest actuarial study it is slightly over 90% funded.*

Q. Does staff have a strategy for how to increase the uniformed pension plan?

A. (Mr. Rose): *We don't have a concrete funding source at this time, but we are looking at possible options. One belief is that the Market at Olive development will be helpful, and the other is that the increased revenues being generated by cities like Chesterfield will have a positive impact on our Public Safety Taxes.*

Q. Is there any danger of the fund slipping below its current level?

A. (Mr. Rose): *With this economy, it's difficult to determine exactly how far it might slip below its current funding level of 76%. Based on the forecast predicted by the actuarial study, it will slip below 76%. But that is premised on fluctuations in the market and our investments. However, should that occur, Council will be provided with several options for consideration to increase that percentage.*

Q. Are non-uniformed employees vested after ten years and uniformed employees vested after twenty years?

A. (Mr. Cole): *Both uniformed and non-uniformed employees are vested after ten years.*

Q. Has any consideration been given to reducing the number of years it takes for an employee to be vested? For example; after five years they are 30% vested, in six years they are 40% invested, et cetera.

A. (Mr. Rose): *One option being explored is whether employees without the protections offered under the Civil Service System should have a different vesting period.*

A. (Ms. Mehta): *Lowering the vesting years to seven will be one of the proposed changes for the non-uniformed plan. What they determined from information published by the JCPER is that the City's non-uniformed plan is slightly higher than most of Missouri's governmental plans. The vast majority were five years, a few were 7 1/2 years, and two or three; including one out of Kansas City, was ten years. But it seems as though it is much more common; for whatever reason, for uniformed employees to have ten years of vesting service.*

Mr. Rose asked Ms. Mehta if it would be possible to advance the amendment related to the vesting service for uniformed and non-uniformed employees at this time or whether it would have to wait until the uniformed plan's funding level was above 80%? Ms. Mehta stated it's a little bit of a grey area, so that's an excellent question. This statute was interpreted by the court system for the City of St. Louis in a way that she found to be a little narrow in terms of what a benefit increase is. As a pension attorney, her opinion is that lowering the years of vesting or allowing a vesting credit for prior service could be construed as a benefit increase. For example, under this amendment, an employee with five years of service in both plans; which technically would have zero benefits, would now have benefits in both plans.

The court case that interpreted this statute also looked at it very narrowly when considering a specific case where the amendment that was initiated reduced the age for when someone could start their retirement benefits so that employees could have the same unreduced benefits at an earlier age. The Court interpreted the language to say that the amendment did not constitute a benefit increase. Even though the actuaries that testified said, if you're getting the same benefit but you get to start it five years earlier, it's definitely a benefit increase because over that employee's lifetime they will have received five additional years of benefits. And, even though mathematically, she would agree with the actuaries, the Court did not.

Ms. Mehta stated the bottom line is that there is probably some way you could argue that this amendment does not constitute a benefit increase.

And while it's doubtful that the JCPER would come looking for you if you did something that violated the statute; especially since they don't really have an enforcement arm, and it would probably be a low-risk move since most participants are not going to complain about receiving increased benefits. There's always the possibility of that one individual who might be worried that the plan won't have any money left for them if these benefits are increased, and files a complaint. So, as a somewhat conservative lawyer, she would advise the City to wait until the funding has increased before passing this amendment; especially given how close the City is to meeting its threshold.

Mr. Rose stated that based on tonight's discussion, he intends to begin placing those proposals for the non-uniformed plan that fully meet the statutory requirements on Council's agenda for consideration. He stated that he would also present the projected costs each proposal would have on the plan.

Mayor Crow questioned whether the Executive Session could be added to this agenda if all of his colleagues were amenable to doing so?

Mr. Mulligan stated with the proper motion, the Executive Session could be removed from the Regular Council Session Agenda and added to this agenda.

Councilmember Hales moved to remove Item Q from the Regular Council Agenda and add it to the Study Session Agenda, it was seconded by Councilmember Cusick, and the motion carried unanimously.

4. 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.

Councilmember Hales moved to close the Regular Session to go into a Closed Session, it was seconded by Councilmember McMahon.

Roll Call Vote Was:

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

Nays: None.

5. ADJOURNMENT

Mayor Crow thanked Ms. Mehta for her presentation and closed the Study Session at 6:00 p.m. to go into a Closed Session on the Second floor. The Closed Session reconvened into the Regular Council Meeting at 6:27 p.m.

Linda Schaeffer/lr
Acting City Clerk



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER: <i>For City Clerk Use</i>	CA20221212-01
--------------------------------------	---------------

SUBJECT/TITLE: Ratification - Phone System Renewal			
REQUESTED BY: Brooke A. Smith		DEPARTMENT / WARD IT Department	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	NO
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval.			
FISCAL IMPACT: \$1,270 per month for a three year term, with a credit of \$8,0331.84			
AMOUNT:	TBD	ACCOUNT No.:	TBD
FROM FUND:	TBD	TO FUND:	TBD
EXPLANATION: Renewal for phone system for a 36 month term.			

STAFF COMMENTS AND BACKGROUND INFORMATION: The city renewed it services for the phone system for a 3 year term at the same rate as the previous term with a one time credit of \$8,031.84. The provider is Windstream. The City Manager executed the agreement on November 29, 2022 to avoid an increase in the city's monthly rate. Council is being asked to ratify this agreement.
--

CIP No.	
RELATED ITEMS / ATTACHMENTS: Countersigned Addendum	

LIST CITY COUNCIL GOALS (S): Prudent Fiscal Management			
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	December 12, 2022

RENEWAL ADDENDUM

Offer: 207954965-SDW2-2209-221104

THIS ADDENDUM ("Addendum") is entered into between the Windstream entity that appears on your bill ("WIN") and CITY OF UNIVERSITY CITY ("Customer") and amends the Service Terms and Conditions (collectively along with this Addendum, the "Agreement") entered between WIN and Customer. Undefined capitalized terms used herein shall have the meanings ascribed in the Service Terms and Conditions.

The Agreement shall be deemed amended as follows:

- 1. Renewal Term; Pricing.** The Customer has one or more portions of Service(s) scheduled to become out of term or are currently out of term, and due to this state, WIN has or may be scheduled to remove any discounts and reoccurring credits in place and move the Customer to a month-to-month term with an increase above tariffed base rates. In exchange for a new 36 renewal ("Renewal Term"), WIN agrees to leave the pricing for the Services as it was during the September, 2022 billing cycle. Historic billing can be viewed online via the Customer Portal. For the avoidance of doubt, WIN's agreement to leave pricing as it was during the billing cycle does not constitute a rate lock for the Renewal Term or subsequent renewal or automatic renewal terms, as applicable. WIN reserves the right to increase rates in accordance with Section 2 of the Service Terms and Conditions.
- 2. Bill Credit.** In consideration of this Renewal Term, WIN will give the Customer one (1) credit(s) of \$8,031.84 to be applied to Customer's first (1st) month bill(s) after implementation of this Renewal Agreement and this renewal will fully resolve any billing disputes related to any and all Services provided pursuant to the Agreement. The credit amount will be applied to the billing account(s) with the largest share of the overall revenue as of the Effective Date of this Renewal Addendum.
- 3. Impacted Accounts.** This Renewal Term applies to all the billing account number(s) listed below. All accounts will be updated to a coterminous contract end date, regardless of current individual contract end dates. Please note that service descriptions on the Customer bill(s) will change.
Account Number(s): 7040519
- 4. Early Termination Liability.** If Customer terminates the Agreement after commencement of the Renewal Term for any reason other than for cause, Customer shall incur liability for early termination as set forth in the Agreement, as well as the full amount of any applicable credit(s), should they apply.
- 5. Applicable Terms and Conditions.** The Service Terms and Conditions, which can be accessed at: <https://www.windstreamenterprise.com/legal/service-terms-and-conditions/> shall apply and govern the provision of Services during the term of this Agreement and any subsequent service term, including how these terms may change in the future. To the extent there is a conflict between these incorporated terms and the terms of this Addendum, the terms of this Addendum shall control.
- 6. Miscellaneous.** Any changes to the Agreement necessary to conform the Agreement to this Addendum are hereby deemed to be made with the understanding that should the Customer have any disconnect, conversion or account change(s) in process, WIN reserves the right to negate this Agreement or if it was generated in error or based on faulty data. This Addendum supersedes and replaces all prior and contemporaneous agreements, terms and conditions, discussions and understandings, whether written or oral, concerning the subject matter hereof, with the understanding, this Addendum does not modify any terms and conditions that exist in the original Agreement in respect to rate adjustments. Handwritten modifications to this Addendum are not binding on either WIN or Customer. This Addendum is not effective until executed by an authorized representative of each party.

RENEWAL ADDENDUM

This Renewal Agreement offer will expire in seven (7) calendar days from the date issued and will not be accepted after that time.

IN WITNESS WHEREOF, WIN and Customer have executed this Addendum by their duly authorized representatives, on the day and year indicated below.

Customer: CITY OF UNIVERSITY CITY Address: 6801 Delmar Blvd 63130
 Gregory Rose, City Manager 11/29/2022
Customer Authorized Signature Print Name/Title Date
Sarah Balducci Smart Justice/Order Acceptance Team 12/16/2022
Windstream Acceptance Print Name/Title Date

Confidential and Proprietary Rev Date: 2022-02-03
Extension Date: 11/28/2022 12:10:29



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

NUMBER: <i>For City Clerk Use</i>	CA20221212-02
--------------------------------------	---------------

SUBJECT/TITLE:
Pershing Avenue Supplemental Agreement

REQUESTED BY: Darren Dunkle	DEPARTMENT / WARD Public Works/1
---------------------------------------	--

AGENDA SECTION: Consent	CAN ITEM BE RESCHEDULED? No
-----------------------------------	---------------------------------------

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager recommends approval of the proposal submitted by Cochran and signing the Supplemental Agreement.

FISCAL IMPACT:
\$297,220.00 from the Capital Improvement Sales Tax fund, which is within the budgeted C.I.P. FY23-25 C.I.P. budget.

AMOUNT: \$297,220.00	ACCOUNT No.: 12-40-90-8040
--------------------------------	--------------------------------------

FROM FUND:	TO FUND:
-------------------	-----------------

EXPLANATION:
In the fall of 2021, the East-West Gateway Council of Governments recently awarded the city an STP reimbursement grant the Pershing Avenue Improvement project. The application submitted by the city was based on a construction estimate of \$1,161,000. However, construction prices have increased over 30% in this past year and as a result, the entirety of the original grant of \$1,119,728 will be needed for construction reimbursement, so there are not sufficient grant funds available to reimburse the Engineering Design and Inspection. Therefore funds will have to come out of the city's C.I.P. program for this work.

STAFF COMMENTS AND BACKGROUND INFORMATION:
The City Council recently approved the STP grant in the amount of \$1,119,728 for the Pershing Avenue Improvement project. This is a critical structure for the community that provides an east-west connection in the southern residential sector of Ward 1.

CIP No.	PWST23/25/02.
----------------	---------------

RELATED ITEMS / ATTACHMENTS:
1. Supplemental Agreement #12

LIST CITY COUNCIL GOALS (S):
Improved Infrastructure

RESPECTFULLY SUBMITTED: City Manager, Gregorory Rose	MEETING DATE: December 12, 2022
--	---

SUPPLEMENTAL AGREEMENT #12 – LUMP SUM PROPOSAL

October 26, 2022

This Supplemental Agreement is made part of the Contract dated October 16, 2020, and approved by the City on November 2, 2020, between the **City of University City and Cochran** for Professional Civil Engineering Services. The purpose for this Lump Sum Proposal is to provide Professional Engineering Services for the Pershing Avenue Improvements STP Project.

In the Fall of 2021, the East-West Gateway Council of Governments awarded the City an STP reimbursement grant for the Pershing Avenue Improvements project. The Application submitted by the City requested a total of \$1,119,728 in federal funds, which was based on a construction estimate of \$1,161,000. Unfortunately, construction prices have increased over 30% in this past year, see attached revised construction cost estimate. As a result, the entirety of the original grant of \$1,119,728 will be needed for construction reimbursement, so there are not sufficient grant funds available to reimburse the Engineering and ROW. Therefore, in accordance with our previous discussions, we offer the following professional services, which will not be reimbursed at 80%:

SCOPE OF SERVICES:

1. **Design and Bidding Phase** – we will provide professional services necessary to produce a quality set of construction and bidding documents. The scope will be in accordance with the attached 2021 STP Grant Application and updated Cost Estimate. Tasks will include the following:
 - a. Determine the needs of the City by meeting with City officials and representative interest groups.
 - b. Conduct topographic, property and utility surveys sufficient to develop plans for the project.
 - c. Develop preliminary plans and cost estimates and recommend to the City the best overall general design.
 - d. Submit four copies of preliminary plans and estimates for review by the City and the Missouri Department of Transportation.
 - e. Based on approvals of preliminary plans, prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project.
 - f. Ensure compliance with all regulations in regards to noise abatement and air quality, if necessary.
 - g. Provide the City with five sets of completed plans, specifications and cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.

- h. Upon receipt of construction authorization from MODOT, make final corrections resulting from reviews by agencies involved and provide plans, specifications, and bid documents to the City.
 - i. Provide the City with a list of qualified area bidders and assist the City in advertising for bids.
 - j. Assist the City in evaluating bids and requesting concurrence in award from MoDOT.
2. **Construction Phase** - we will serve as the City's representative for administering the terms of the construction contract between the City and their Contractor. Cochran will endeavor to protect the City against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Cochran responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Tasks will include the following:
- a. Provide the City with a list of qualified area bidders and assist in advertising for bids, distributing bid packages, pre-bid conference, addendums, and pre-bid questions from Contractors.
 - b. Assist the City in opening and evaluating bids and requesting concurrence in award from MoDOT.
 - c. Assist the City with a preconstruction conference to discuss project details with the Contractor.
 - d. Make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. We will accompany MoDOT and FHWA representatives on visits of the project site as requested.
 - e. Check shop drawings and review schedules and drawings submitted by the Contractor.
 - f. Reject work not conforming to the project documents.
 - g. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
 - h. Review wage rates, postings, equal employment opportunity and other related items called for in the contract documents.
 - i. Inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and provide for laboratory testing of samples.
 - j. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor.
 - k. Be present during critical construction operations.
 - l. Participate in final inspection, provide the City with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the City's records.

FEE:

1. If the grant is awarded by EWG, the total amount of fee to be paid for the "Design and Bidding Phase" outlined in this proposal shall be a lump sum fee of \$169,840.00.
2. The total amount of fee to be paid for the "Construction Phase" outlined in this proposal shall be a lump sum fee of \$127,380.00.

Supplement Agreement No. 12 accepted as defined herein:

Sincerely,



Dave Christensen, P.E.
Vice President

Acceptance:
University City

By: _____

Title: _____

Date: _____

PROJECT DEVELOPMENT SCHEDULE					
<i>Note: many stages can occur concurrently.</i>					
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)		
Receive notification letter	10/2021	10/2021	1		
Execute agreement (project sponsor and DOT)	05/2022	07/2022	3		
Engineering services contract submitted and approved*	08/2022	10/2022	3		
Obtain environmental clearances (106, CE2, T&E, etc.)	10/2022	08/2023	11		
Public meeting/hearing	05/2023	05/2023	1		
Develop and submit preliminary plans	10/2022	05/2023	8		
Preliminary plans approved	06/2023	06/2023	1		
Develop and submit right-of-way plans	05/2023	07/2023	3		
Review and approval of right-of-way plans	08/2023	08/2023	1		
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	08/2023	10/2023	3		
Right-of-way acquisition	11/2023	06/2024	8		
Utility coordination	10/2022	07/2024	22		
Develop and submit PS&E	07/2023	07/2024	12		
District approval of PS&E/advertise for bids*	08/2024	10/2024	3		
Submit and receive bids for review and approval	11/2024	12/2024	2		
Project implementation/construction	01/2025	09/2025	10		
* Finish date must match fiscal year for each milestone shown in bold text.					
FINANCIAL PLAN					
<i>Note: federal participation for a phase of work must not exceed 80% in Missouri for all phases of work and 80% in Illinois for construction/construction engineering phase only. In Illinois, PE and right-of-way must be paid with local funds.</i>					
Activity⁷	Starting Federal Fiscal Year⁸	Total Phase Cost	STP-S Funds Requested	Sponsor Share	Sponsor Share Percentage
PE / Planning / Environmental Studies	FY 2023	\$ 174,000	\$ 130,848	\$ 43,152	24.80%
Right-of-Way	FY 2024	\$ 38,000	\$ 28,576	\$ 9,424	24.80%
Construction Engineering	FY 2025	\$ 116,000	\$ 87,232	\$ 28,768	24.80%
Construction / Implementation	FY 2025	\$ 1,161,000	\$ 873,072	\$ 287,928	24.80%
TOTAL PROJECT COST		\$ 1,489,000	\$ 1,119,728	\$ 369,272	24.80%
Identify the source(s) of local matching funds (e.g., state DOT, city, county, county road board, county motor fuel tax, private entity), and the amount for each source:		University City Capital Improvement Fund			

⁷ **Illinois:** construction/construction engineering funds are available in FY 2025.

Missouri: preliminary engineering funds are available in FY 2023, right-of-way in FY 2023 or FY 2024, and construction/construction engineering in FY 2024 or FY 2025. **Note:** FY 2024 construction/construction engineering must be less than \$1 million federal.

⁸ Fiscal years are federal fiscal years (October 1 through September 30).

CONSTRUCTION COST ESTIMATE

STP Project - Construction 2025

University City - Pershing Avenue Improvements

Item No.	Item Description	Unit	Plan Quantity	Unit Price (\$)	Total (\$)
1	Mobilization	LS	1	130,000.00	130,000
2	Concrete Curb	LF	7,800	35.00	273,000
3	Driveway Approaches	SF	14,100	8.00	112,800
4	Sidewalks & ADA Ramps	SF	46,800	7.00	327,600
5	Partial Depth Pavement Repair	SY	1,460	35.00	51,100
6	Pavement Milling	SY	29,200	3.50	102,200
7	Asphalt Pavement Resurfacing	TON	4,900	95.00	465,500
8	Pavement Striping	LF	31,200	1.50	46,800
9	Construction Traffic Control	LS	1	35,000.00	35,000
General Notes:		Construction Totals			1,544,000
1. From Linden to Forest Park Pkwy		10% Contingency			154,400
2. Approximate Length = 0.8 Miles		STP Project Total =			1,698,400
3. Construction 2025		Federal Share @ 80% =			1,358,720
4. This project does not include the median curbing		Local Share @ 20% =			339,680
				Design Engineering Services	169,840
				Const. Admin./Inspection/Testing	127,380



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

NUMBER: <i>For City Clerk Use</i>	CA20221212-03
---	----------------------

SUBJECT/TITLE: Kempland Bridge Supplemental Agreement			
REQUESTED BY: Darren Dunkle		DEPARTMENT / WARD Public Works/3	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	No
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval of the proposal submitted by Cochran and signing the Supplemental Agreement.			
FISCAL IMPACT: \$97,000.00 from the Capital Improvement Sales Tax fund budgeted in the FY24-25 C.I.P. budget. This amount is \$70,302 less than what is needed, as such, the \$70,302 is recommended to be take from the Capital Fund reserves.			
AMOUNT:	\$167,302	ACCOUNT No.:	12-40-90-8040
FROM FUND:	Capital Improvement Fund	TO FUND:	
EXPLANATION: The East-West Gateway Council of Governments recently awarded the city an STP reimbursement grant the the Kempland Place Road Bridge Rehabilitation project. The application submitted by the city was based on a construction estimate of \$796,680. However, construction prices have increased over 30% in this past year and as a result, the entirety of the original grant of \$771,184 will be needed for construction reimbursement, so there are not sufficient grant funds available to reimburse the Engineering Design and Inspection. Therefore funds will have to come out of the city's C.I.P. program for this work.			
STAFF COMMENTS AND BACKGROUND INFORMATION: The City Council recently approved the STP grant in the amount of \$771,184.00 for the rehabilitation of the Kempland Place Road Bridge. This is a critical structure for the community that provides a connection in the most Northwestern residential sector of Ward 3.			
CIP No.	PWST24/25/02.		
RELATED ITEMS / ATTACHMENTS: 1. Supplemental Agreement #13			
LIST CITY COUNCIL GOALS (S): Improved Infrastructure			
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	December 12, 2022

SUPPLEMENTAL AGREEMENT #13 –

LUMP SUM PROPOSAL

November 18, 2022

This Supplemental Agreement is made part of the Contract dated October 16, 2020, and approved by the City on November 2, 2020, between the **City of University City and Cochran** for Professional Civil Engineering Services. The purpose for this Lump Sum Proposal is to provide Professional Engineering Services for the Kempland Road Bridge Replacement STP Project.

Earlier this year, the East-West Gateway Council of Governments awarded the City an STP reimbursement grant for the Kempland Road Bridge Replacement project. The Application submitted by the City was based on a construction estimate of \$796,680. Unfortunately, construction prices have increased over 30% in this past year. As a result, the entirety of the original grant of \$771,184 will be needed for construction reimbursement, so there are not sufficient grant funds available to reimburse the Engineering Design and Inspection. Therefore, in accordance with our previous discussions, we offer the following professional services, which will not be reimbursed at 80%:

SCOPE OF SERVICES:

1. **Design and Bidding Phase** – we will provide professional services necessary to produce a quality set of construction and bidding documents. The scope will be in accordance with the attached 2022 STP Grant Application. Tasks will include the following:
 - a. Determine the needs of the City by meeting with City officials and representative interest groups.
 - b. Conduct topographic, property and utility surveys sufficient to develop plans for the project.
 - c. Develop preliminary plans and cost estimates and recommend to the City the best overall general design.
 - d. Submit four copies of preliminary plans and estimates for review by the City and the Missouri Department of Transportation.
 - e. Based on approvals of preliminary plans, prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project.
 - f. Ensure compliance with all regulations in regards to noise abatement and air quality, if necessary.
 - g. Provide the City with five sets of completed plans, specifications and cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.

- h. Upon receipt of construction authorization from MODOT, make final corrections resulting from reviews by agencies involved and provide plans, specifications, and bid documents to the City.
 - i. Provide the City with a list of qualified area bidders and assist the City in advertising for bids.
 - j. Assist the City in evaluating bids and requesting concurrence in award from MoDOT.
2. **Construction Phase** - we will serve as the City's representative for administering the terms of the construction contract between the City and their Contractor. Cochran will endeavor to protect the City against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Cochran responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Tasks will include the following:
- a. Provide the City with a list of qualified area bidders and assist in advertising for bids, distributing bid packages, pre-bid conference, addendums, and pre-bid questions from Contractors.
 - b. Assist the City in opening and evaluating bids and requesting concurrence in award from MoDOT.
 - c. Assist the City with a preconstruction conference to discuss project details with the Contractor.
 - d. Make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. We will accompany MoDOT and FHWA representatives on visits of the project site as requested.
 - e. Check shop drawings and review schedules and drawings submitted by the Contractor.
 - f. Reject work not conforming to the project documents.
 - g. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
 - h. Review wage rates, postings, equal employment opportunity and other related items called for in the contract documents.
 - i. Inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and provide for laboratory testing of samples.
 - j. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor.
 - k. Be present during critical construction operations.
 - l. Participate in final inspection, provide the City with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the City's records.

FEE:

1. If the grant is awarded by EWG, the total amount of fee to be paid for the "Design and Bidding Phase" outlined in this proposal shall be a lump sum fee of \$95,601.00.
2. The total amount of fee to be paid for the "Construction Phase" outlined in this proposal shall be a lump sum fee of \$71,701.00.

Supplement Agreement No. 13 accepted as defined herein:

Sincerely,



Dave Christensen, P.E.
Vice President

Acceptance:
University City

By: _____

Title: _____

Date: _____



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER: For City Clerk Use	CA20221212-04
-------------------------------	---------------

SUBJECT/TITLE:
Westgate ROW Change Order

REQUESTED BY: Darren Dunkle	DEPARTMENT / WARD Public Works / Ward 2
--------------------------------	--

AGENDA SECTION: Consent	CAN ITEM BE RESCHEDULED? no
----------------------------	--------------------------------

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager recommends approval for Westgate Ave. project consulting services change order to acquire temporary construction easements.

FISCAL IMPACT:
This item is not budgeted. The ordinary consulting services work scope for this project included developing Plans, Specifications and Estimates for the Westgate Ave. Improvements project. Staff has reviewed the fee proposal and deems it reasonable based on its not-to-exceed dollar amount.

AMOUNT: \$35,675.00	ACCOUNT No.: 12-40-90_8080
FROM FUND: 12-Capital Improvement Sales Tax Fund	TO FUND:

EXPLANATION:
44 properties were needed to donate or sell easements to University City along Westgate Ave. for the proposed project to be approved for construction grant funding. The deadline for obligation of federal funding is approaching and the professional services are needed to complete acquiring the needed easements.

STAFF COMMENTS AND BACKGROUND INFORMATION:
O.R. Colan Associates were originally hired to obtain donations and temporary construction easement approval for eight (8) properties (They have obtained the seven (7) of the eight (8) Temporary Easements), while the city was supposed to finalize eleven (11) properties. However, the city has only been able to obtain two (2) easements and are now requesting a Change Order to the Contract for O.R. Colan Associates to obtain donations and temporary easements for the remaining nine (9) properties.

CIP No.	PWST22-02
---------	-----------

RELATED ITEMS / ATTACHMENTS:
Proposed Amended Contract.

LIST CITY COUNCIL GOALS (5):
Preserve and improve public street-sidewalk infrastructure.

RESPECTFULLY SUBMITTED: City Manager, Gregory Rose	MEETING DATE: December 12, 2022
---	------------------------------------

CITY OF UNIVERSITY CITY, MISSOURI

6801 Delmar Blvd. • University City, MO 63130

Phone 314-505-8560 • Fax 636-862-0694



CHANGE ORDER #1

NAME OF PROJECT: Westgate Avenue Real Estate Acquisition Services

OWNER: City of University City, Missouri

CONTRACTOR: O.R. Colan Associates, LLC
3050 West Clay Street, Suite 200
St. Charles, MO 63301

SCOPE OF WORK

O.R. Colan Associates, LLC will work to acquire easements on parcels 1, 2, 5, 14, 15, 27, 36, 39, 44.

Pre-Acquisition Meeting, Progress Reports and Project Management

Up to two ORC team staff members will participate, in person, in a pre-acquisition meeting with University City staff.

In addition, ORC will provide weekly written status report to the City for the life of the contract.

Ownership Research

If not already done, ORC will obtain the last deed of record on each parcel to ensure the ownership of the property is properly understood. If these deeds have been obtained by the City, the City will provide them to ORC at or before Notice to Proceed.

Valuation Services

It is our understanding that the City has been successful in acquiring many of the needed easements via donations. However, if the owners of the parcels that are the subject of this contract are not willing to donate, the City has indicated it will consider providing compensation.

For those parcels where compensation may be offered, ORC will prepare a Payment Estimate/Waiver Valuation in accordance with MoDOT guidelines. These Payment Estimate/Waiver Valuation will be presented to the City for review and approval.

Negotiations

ORC will make attempts to contact each property owner to discuss the project and request a donation of the needed property rights. If the owners request an offer of compensation, ORC will prepare the Payment Estimate/Waiver Valuation as described above.

For these parcels ORC will prepare an Offer Packet for review and signature of the City. This packet will include the Offer Letter, a copy of the Payment Estimate/Waiver Valuation and the Temporary Construction Easement Deed. ORC will attempt to meet with the property owner at the subject property and hand deliver the Offer Packet to the owner while also reviewing the area of property being affected. If the owner cannot meet with ORC in a timely manner, ORC will send the Offer Packet to the owner via an alternative method such as e-mail, U. S Postal Service, or express delivery.

Any counter offers received from the property owner will be provided to the City with a recommendation from ORC.

If by July 15, 2022, ORC has not been able to communicate with the property owner or an agreement is not reached to acquire the easement, ORC will return all documents and Negotiator's Notes to the City and ORC's will be considered to have fulfilled the contract. ORC will make at least five attempts to contact the property owner.

General

Changes to the taking of a parcel after the start of the appraisal or negotiation process, that are not the result of a request via negotiations, will likely result in that property being considered a new parcel and require a contract amendment.

Items to be provided by others include:

- *Right of Way Plans
- *Plats and/or legal Descriptions of the takings
- *Last deed of record or title report if in the possession of the City.
- *Any information the City has regarding the parcels that are part of this contract Including attempts to contact the owner, contact information, etc.
- *Payments to Property Owners
- *Recordings

Description	Amount
Pre-Acquisition Meeting, Progress Reports and Project Management	\$3,500.00
Ownership Research – 9 parcels @\$125 each	\$1,125.00
Valuation Services – 9 parcels @450 each	\$4,050.00
Negotiation Services – 9 parcels @ \$3,000 each	\$27,000.00
Total Change Order Cost	\$35,675.00

THE CONTRACT SUMMARY FOLLOWS:

Original Contract Price	\$32,100.00
Previous Change Orders	\$ 0.00
Current Change Order	\$35,675.00
New Contract Price	\$67,775.00

ATTEST:

O.R. Colan and Associates LLC

Date

Title

(Seal)

ATTEST:

City Clerk

Date

ATTEST:

City Manager

Date

ATTEST:

City Attorney

Date



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

NUMBER: <i>For City Clerk Use</i>	CA20221212-05
--------------------------------------	---------------

SUBJECT/TITLE:
Cochran Engineering Supplement Agreement #7A - 2023 Asphalt Overlay

REQUESTED BY: Darren Dunkle	DEPARTMENT / WARD Public Works/All
---------------------------------------	--

AGENDA SECTION: Consent Agenda	CAN ITEM BE RESCHEDULED? Yes
--	--

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager recommends approval of the proposed contract Agreement with Cochran Engineering and authorization to execute the contract contained in Council's packet.

FISCAL IMPACT:
Funds would come out of the City's FY23 Capital Improvement Program - Street Maintenance Program. This supplement would expand the already approved (Supplement #7) amount by \$70,210.00.

AMOUNT: \$70,210.00	ACCOUNT No.: 12-50-90-8080
-------------------------------	--------------------------------------

FROM FUND: Capital Improvements Sales Tax Fund	TO FUND:
--	-----------------

EXPLANATION:
Cochran's contract would be funded from the Capital Improvement Program in lieu of staff's direct work in project design, bid document development, bidding, contract award and inspection and materials testing services. The Supplemental Agreement #7A would replace Supplemental Agreement #7, and would expand services to include additional asphalt overlay projects.

STAFF COMMENTS AND BACKGROUND INFORMATION:
Cochran is approved under a Master Services Agreement with University City to provide specialized technical services in construction design, bidding, and implementation services. Roads identified as part of this Supplement are Group A (Eastgate, Cabanne, North Drive, Cates, Clemons, Limit, and Interdrive); Group B (Fullerton, Polk, Tamerton, Braddock, Appleton, Paramount, and Montreal); Group C (Leland, Clemons, Heman, Syracuse); and Group D (Canton and Jackson).

CIP No.	PWST23/27-01
----------------	--------------

RELATED ITEMS / ATTACHMENTS:
Supplemental Agreement #7A
City Wide Map

LIST CITY COUNCIL GOALS (S):
Improved Infrastructure

RESPECTFULLY SUBMITTED: Gregory Rose, City Manager	MEETING DATE: December 12, 2022
--	---

SUPPLEMENTAL AGREEMENT #7A

LUMP SUM PROPOSAL

December 3, 2022

This Supplemental Agreement is made part of the Contract dated October 16, 2020, and approved by the City on November 2, 2020, between the **City of University City** and **Cochran** for Professional Civil Engineering Services. The purpose for this Lump Sum Proposal is to provide Professional Engineering Services for the 2023 Asphalt Overlay Project. In accordance with our recent discussions, and to replace the previously approved Supplemental Agreement #7, we offer the following professional services:

SCOPE OF SERVICES:

1. Design and Bidding Phase Services - 2023 Asphalt Overlay Project

- a) Prepare project manual, plans, specifications, job special provisions, detail sheets, and full set of bidding documents to improve numerous roads as identified in the FY 21 CIP, FY 22 CIP lists, and now includes the FY 23 CIP and FY 24 CIP roadways, see attached estimate and project map.
- b) Cut pavement cores as needed to ascertain existing asphalt and pavement thickness.
- c) Attend meetings as necessary.
- d) Bidding Phase Services –
 - Make copies and distribute bid packages to contractors.
 - Answer contractor's questions during bidding and issue addenda (if required)
 - Conduct the bid opening and review submitted contractor bids, investigate low bidder(s) as required to evaluate their competency, and consult with the Owner on award of bid.

2. Construction Phase Services - 2023 Asphalt Overlay Project

- a. Serve as City's representative for administering the terms of the construction contract for the City's 2023 Asphalt Overlay Project.
- b. Provide on-site inspection services to inspect the Contractor's progress and quality of work and to determine if the work conforms to the contract documents.
- c. Reject work not conforming to the project documents.
- d. Perform on-site nuclear density testing, and laboratory testing of loose mix samples.

- e. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
- f. Measure and document quantities, and review estimates for payments due the Contractor
- g. Inspect materials and review material certifications furnished by the Contractor.

FEE:

- 1. The total amount of fee to be paid for the Scope of Services, Item 2 – “Design and Bidding Phase Services” as outlined in this proposal shall be a lump sum fee of \$129,084.00.
- 2. The total amount of fee to be paid for the Scope of Services, Item 2 – “Construction Phase Services” as outlined in this proposal shall be a lump sum fee of \$96,813.00.

Supplement Agreement No. 7A accepted as defined herein:

Sincerely,



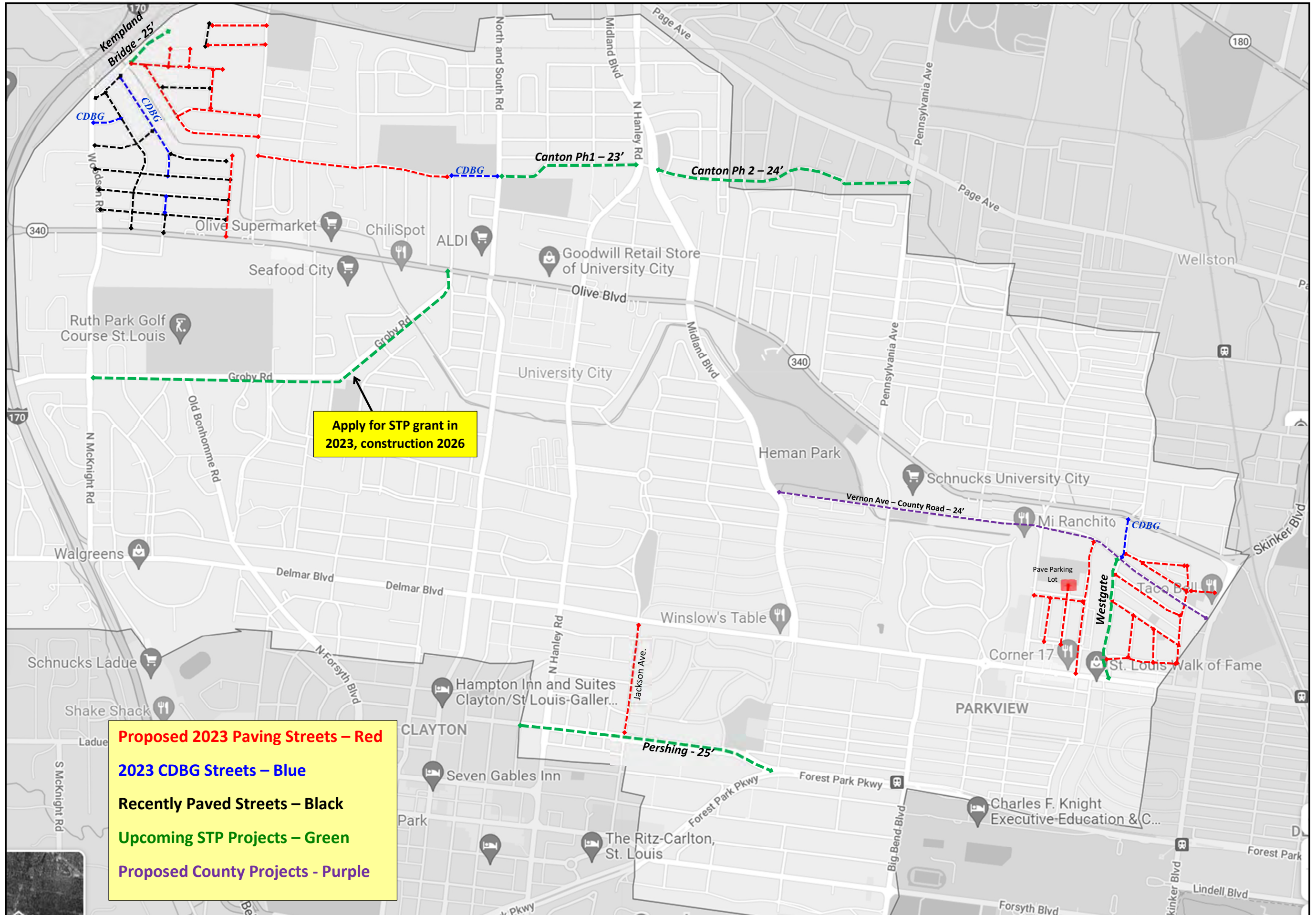
Dave Christensen, P.E.
Vice President

Acceptance:
University City

By: _____

Title: _____

Date: _____



Apply for STP grant in 2023, construction 2026

- Proposed 2023 Paving Streets – Red**
- 2023 CDBG Streets – Blue**
- Recently Paved Streets – Black**
- Upcoming STP Projects – Green**
- Proposed County Projects - Purple**



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

NUMBER: <i>For City Clerk Use</i>	UB20221212-01
---	----------------------

SUBJECT/TITLE: Market At Olive - Redevelopment Project Area #1 (RPA1) Map Amendment Request. REQUEST BILL 9421 BE WITHDRAWN			
REQUESTED BY: Gregory Rose, City Manager		DEPARTMENT / WARD Administration / 3rd Ward	
AGENDA SECTION:	Unfinished Business	CAN ITEM BE RESCHEDULED?	yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends Bill 9421 be withdrawn without receiving a 2nd or 3rd reading.			
FISCAL IMPACT:			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: These amendments have subsequently been handled under other Bills. This action is being taken for administrative purpose and clean record keeping.			

STAFF COMMENTS AND BACKGROUND INFORMATION: Bill 9421 was introduced on January 11, 2021 by Councilmember Stacy Clay.
--

CIP No.	
RELATED ITEMS / ATTACHMENTS: Bill 9421	

LIST CITY COUNCIL GOALS (S): Economic Development

RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	December 12, 2022
--------------------------------	----------------------------	----------------------	-------------------

INTRODUCED BY: _____

DATE: _____

BILL NO. 9421

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 400.070 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE OFFICIAL ZONING MAP, BY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF MULTIPLE PROPERTIES IN REDEVELOPMENT PROJECT AREA 1 FROM PUBLIC ACTIVITY (“PA”), INDUSTRIAL COMMERCIAL (“IC”), GENERAL COMMERCIAL (“GC”), HIGH DENSITY RESIDENTIAL (“HR”) AND SINGLE-FAMILY RESIDENTIAL (“SR”) DISTRICTS TO PLANNED DEVELOPMENT – MIXED USE (“PD-M”) DISTRICT AND ESTABLISHING PERMITTED LAND USES AND DEVELOPMENTS THEREIN; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY.

WHEREAS, Chapter 400 of the University City Municipal Code divides the City into several zoning districts, and regulates the character of buildings which may be erected in each of said districts, and the uses to which the buildings and premises located therein may be put; and

WHEREAS, the City Plan Commission examined an amendment of the Official Zoning Map of the City which changes the classification of multiple properties in Redevelopment Project Area 1 associated with the proposed Market At Olive development and legally described in “Exhibit A” attached hereto, from Public Activity (“PA”), Industrial Commercial (“IC”), General Commercial (“GC”), High Density Residential (“HR”) and Single-Family Residential (“SR”) Districts to Planned Development-Mixed Use District (“PD-M”); and

WHEREAS, the City Plan Commission, in a video conference meeting on December 23, 2020, considered said amendment and recommended to the City Council that it be enacted into an ordinance; and

WHEREAS, due notice of a public hearing to be held by the City Council via video conference at 6:30 p.m., on January 25, 2021, was duly published in the St. Louis Countian, a newspaper of general circulation within said City on January 8, 2021; and

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

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

Section 1. Section 400.070 of the University City Municipal Code, relating to the Official Zoning Map, is hereby amended by amending the Official Zoning Map illustrating the zoning districts established pursuant to Section 400.070, so as to change the classification of multiple properties legally described in and associated with the proposed “Market At Olive” development site and legally defined as “Exhibit A”, attached hereto, from Public Activity (“PA”), Industrial

Commercial (“IC”), General Commercial (“GC”), High Density Residential (“HR”) and Single-Family Residential (“SR”) Districts to Planned Development-Mixed Use District (“PD-M”). The following land uses and developments are hereby established as permitted uses in said PD-C District, subject to approval of a final development plan: “retail stores providing for the sale of consumer goods normally found in a shopping center, restaurants, restaurants-fast food including drive thru, hotels, elevator apartments, etc.

Section 2. Said property, totaling 31.79 acres, is more fully described with legal descriptions, attached hereto, marked Exhibit “A” and made a part hereof.

Section 3. By Resolution No. _____, the City Council approved a preliminary development plan for the site, known as “Market At Olive,” and authorized the preparation of a final development plan. A final development plan and plat (if applicable) must be approved by the City Council prior to the issuance of any building permits in connection with the development.

Section 4. This ordinance shall not be construed so as to relieve any person, firm or corporation from any penalty incurred by the violation of Section 400.070 of the University City Municipal Code, nor bar the prosecution of any such violation.

Section 5. Any person, firm, or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be subject to the penalties provided in Section 400.2570 of the University City Municipal Code.

Section 6. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED and ADOPTED this _____ day of _____, 2021.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

EXHIBIT A – LEGAL DESCRIPTIONS FOR REZONING

--- Proposed Market At Olive Tracts ---

--- NorthEast Tract ---

A tract of land situated in the City of University City, the County of St. Louis and the State of Missouri, being part of Lots 1, 2, and 3 of Charles H. Gier's Estate, a subdivision filed for record in Plat Book 6 page 3 of the land records of said St. Louis County, Missouri, which includes part of Blocks 1, 2 and 3 and the Right-of-ways of Elmore Court, 50 feet wide, Richard Court, 50 feet wide, and Orchard Court, 50 feet wide, of St. Patrick Courts, a subdivision filed for record in Plat Book 48, page 33 of said Land Records, part of a tract of land conveyed to U City LLC as described in Deed Book 22858, page 585 of said Land Records, part of a tract of land conveyed to St. Louis County Catholic Church Real Estate Corporation as described in Deed Book 17765, page 4123 of said Land Records, and being more particularly described as follows:

COMMENCING at a found ½ inch iron pipe marking the Northeast corner of said Lot 5 of the Gier Estate also being the Northeast corner of said Lot 1 of Beckman Subdivision and being on the South right-of-way line of Alfred Avenue, 40 feet wide, thence along said South right-of-way line of Alfred Avenue, South 89 degrees 58 minutes 54 seconds East a distance of 279.59 feet to a found concrete monument marking the Northwest corner of said St. Patrick Courts; thence continuing along said South right-of-way line of Alfred Avenue, South 89 degrees 47 minutes 33 seconds East a distance of 66.31 feet to the TRUE POINT OF BEGINNING of the tract herein described; thence continuing along said South right-of-way line of Alfred Avenue, South 89 degrees 47 minutes 33 seconds East a distance of 342.69 feet to the intersection of said South right-of-way line of Alfred Avenue and the Western right-of-way line of Woodson Road, variable width; thence leaving said South right-of-way line of Alfred Avenue and along said Western right of line of Woodson Road as follows: South 00 degrees 03 minutes 03 seconds East a distance of 64.67 feet to a point of curvature; 208.73 feet along the arc of a curve to the left, having a radius of 331.43 feet, through a central angle of 36 degrees 05 minutes 06 seconds, with a chord that bears South 18 degrees 05 minutes 36 seconds East a distance of 205.30 feet to a point of reverse curvature; 179.38 feet along the arc of a curve to the right, having a radius of 268.70 feet, through a central angle of 38 degrees 14 minutes 57 seconds, with a chord that bears South 17 degrees 00 minutes 40 seconds East a distance of 176.07 feet; South 00 degrees 14 minutes 59 seconds West a distance of 642.91 feet; South 12 degrees 34 minutes 59 seconds West a distance of 4.66 feet to the intersection of said Western right of line of Woodson Road and to the North right-of-way line of Olive Boulevard as widened, width varies; thence leaving said Western right-of-way line of Woodson Road along said North right-of-way line of Olive Boulevard as widened as follows: South 89 degrees 52 minutes 46 seconds West a distance of 212.39 feet; South 89 degrees 29 minutes 11 seconds West a distance of 93.53 feet; South 88 degrees 49 minutes 30 seconds West a distance of 184.80 feet; North 87 degrees 54 minutes 01 seconds West a distance of 34.42 feet; thence leaving said North right-of-Way line of Olive Boulevard as widened, North 00 degrees 26 minutes 14 seconds East a distance of 280.64 feet; thence North 14 degrees 59 minutes 08 seconds East a distance of 248.43 feet; thence North 00 degrees 27 minutes 35 seconds East a distance of 560.09 feet to the point of beginning.

Containing 11.332 Acres, according to survey by Grimes Consulting, Inc. (LS-343-D) dated September 2019.

--- South Tract ---

A tract of land situated in the City of University City, the County of St. Louis and the State of Missouri, being part of Lots 3, 4, 5, 6, and 7 of Charles H. Gier's Estate, a subdivision filed for record in Plat Book 6 page 3 of the land records of said St. Louis County, Missouri, which includes part of Lots 1 and 6, and all of Lots 2, 5, and 7, and part of the Private Roadway, 30 feet wide, of Beyers Subdivision, as recorded in Plat Book 272, page 30 of the land records of said St. Louis County, Missouri, all of Lots 3A and 4A of the Resubdivision of Lots 3 and 4 of Beyers Subdivision, as recorded in Plat Book 297, page 24 of said Land Records, part of Lot 1 and all of Lots 2 through 13 and part of the right-of-way of Mayflower Court, 50 feet wide, of McKnight Downs, a subdivision recorded in Plat Book 55, page 89 of said Land Records, all of Lots 1 through 10, and part of Lot 11, and part of the right-of-way of : Briscoe Place, 50 feet wide, of St. Patrick Place, a subdivision recorded in Plat Book 89, page 10 of said Land Records, part of a tract of land conveyed to CEB Real Estate Enterprises, LTD, as recorded in Deed Book 9633, page 2111 of said Land Records, part of a tract of land conveyed to TSAI's Investment Inc., as recorded in Deed Book 22414, page 2353 of said Land Records, part of a tract of land conveyed to TSAI's Investment Inc., as recorded in Deed Book 17467, page 1947 of said Land Records, and being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 27 of Gier's Estate, said Southeast corner also being the Southwest corner of said McKnight Downs a subdivision and being on the North line of McKnight Heights, a subdivision recorded in Plat Book 54, page 41 of said Land Records; Thence along the North line of said McKnight Heights subdivision, North 89 degrees 44 minutes 12 seconds West, a distance of 169.69 feet to a found Concrete Monument; thence continuing along said North line of McKnight Heights subdivision, North 89 degrees 39 minutes 11 seconds West a distance of 246.10 feet to a found ½ inch iron pipe marking the intersection of said North line of McKnight Heights subdivision and the Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad, a tract of land conveyed to Bi-State Development Agency of the Missouri-Illinois Metropolitan District as recorded in Deed Book 13245, page 1568 of said Land Records; thence leaving said North line of McKnight Heights subdivision, along said Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad; North 01 degrees 20 minutes 54 seconds West a distance of 751.82 feet to the intersection of said Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad and the South right-of-way line of Olive Boulevard as widened, width varies; thence leaving said Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad along said South right-of-way line of Olive Boulevard as widened as follows: North 88 degrees 23 minutes 03 seconds East a distance of 118.31 feet; South 87 degrees 41 minutes 36 seconds East a distance of 137.48 feet; North 78 degrees 07 minutes 23 seconds East a distance of 46.48 feet; North 89 degrees 26 minutes 53 seconds East a distance of 51.29 feet; South 83 degrees 41 minutes 53 seconds East a distance of 100.36 feet; South 89 degrees 56 minutes 45 seconds East a distance of 213.82 feet; North 80 degrees 22 minutes 45 seconds East a distance of 63.93 feet; North 89 degrees 47 minutes 07 seconds East a distance of 100.53 feet; South 88 degrees 19 minutes 04 seconds East a distance of 112.92 feet; South 89 degrees 59 minutes 45 seconds East a distance of 268.78 feet to the Western right-of-way line of North McKnight Road as widened, width varies; thence leaving said South right-of-way line of Olive Boulevard as widened and along said the Western right-of-way line of North McKnight Road as widened as follows: South 51 degrees 22 minutes 13 seconds East a distance of 10.56 feet; South 00 degrees 33 minutes 52 seconds East a distance of 156.47 feet; South 03 degrees 09 minutes 08 seconds West a distance of 49.32 feet; South 00 degrees 53 minutes 45 seconds West a distance of 9.93 feet; South 01 degrees 25 minutes 29 seconds West a distance of 41.37 feet; 75.41 feet along the arc of a curve to the right, having a radius of 486.20 feet, through a central angle of 08 degrees 53 minutes 10 seconds, with a chord that bears South 01 degrees 33 minutes 14 seconds West a distance of 75.33 feet; South 01 degrees 33 minutes 14 seconds West a distance of 75.33 feet; South 05 degrees 59 minutes 50 seconds West a distance of 6.13 feet; South 11

degrees 25 minutes 04 seconds West a distance of 92.88 feet; South 16 degrees 05 minutes 09 seconds West a distance of 67.99 feet; thence South 18 degrees 31 minutes 34 seconds West a distance of 17.05 feet; thence South 19 degrees 40 minutes 48 seconds West a distance of 52.70 feet; thence South 19 degrees 50 minutes 27 seconds West a distance of 79.45 feet; South 16 degrees 04 minutes 41 seconds West a distance of 12.56 feet to the Western right-of-way line of North McKnight Road, 60 feet wide; thence along said Western right-of-way line of North McKnight Road, South 20 degrees 11 minutes 55 seconds West a distance of 114.39 feet to the intersection of said Western right-of-way line of North McKnight Road and said North line of McKnight Heights; thence leaving said Western right-of-way line of North McKnight Road along said North line of McKnight Heights, North 89 degrees 44 minutes 12 seconds West a distance of 650.33 feet to the point of beginning.

Containing 20.430 Acres, according to survey by Grimes Consulting, Inc. dated September 2019.

DRAFT



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER: <i>For City Clerk Use</i>	UB20221212-02
--------------------------------------	---------------

SUBJECT/TITLE:
3 Diamond Development Map Amendment Request.
REQUEST BILL 9440 BE WITHDRAWN

REQUESTED BY: Gregory Rose, City Manager	DEPARTMENT / WARD Administration
---	-------------------------------------

AGENDA SECTION: Unfinished Business	CAN ITEM BE RESCHEDULED? yes
--	---------------------------------

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager recommends Bill 9440 be withdrawn without receiving a 2nd or 3rd reading.

FISCAL IMPACT:

AMOUNT:	ACCOUNT No.:
---------	--------------

FROM FUND:	TO FUND:
------------	----------

EXPLANATION:
This amendment is no longer need at this time. This action is being taken for administrative purpose and clean record keeping.

STAFF COMMENTS AND BACKGROUND INFORMATION:
Bill 9440 was introduced on July 12, 2021 by Councilmember Bwayne Smotherson.

CIP No.	
---------	--

RELATED ITEMS / ATTACHMENTS:
Bill 9440

LIST CITY COUNCIL GOALS (S):
Housekeeping

RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose	MEETING DATE: December 12, 2022
---	------------------------------------

INTRODUCED BY: _____

DATE: July 12, 2021

BILL NO. 9440

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 400.070 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE OFFICIAL ZONING MAP, BY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF PROPERTY AT 1309 PARTRIDGE AVENUE FROM PUBLIC ACTIVITY (“PA”) TO PLANNED DEVELOPMENT—RESIDENTIAL USE DISTRICT (“PD-R”); AND ESTABLISHING PERMITTED LAND USES AND DEVELOPMENTS THEREIN; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY.

WHEREAS, Chapter 400 of the University City Municipal Code divides the City into several zoning districts, and regulates the character of buildings which may be erected in each of said districts, and the uses to which the buildings and premises located therein may be put; and

WHEREAS, the City Plan Commission examined an amendment of the Official Zoning Map of the City which changes the classification of property at 1309 Partridge Avenue from Public Activity (“PA”) to Planned Development-Residential Use District (“PD-R”); and

WHEREAS, the City Plan Commission, in a video conference meeting on June 23, 2021, considered said amendment and recommended to the City Council that it be enacted into an ordinance; and

WHEREAS, due notice of a public hearing to be held by the City Council in the City Council Chambers at City Hall at 6:30 p.m., on August 9, 2021, was duly published in the St. Louis Countian, a newspaper of general circulation within said City on July 16, 2021; and

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

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

Section 1. Chapter 400 of the University City Municipal Code, relating to zoning, is hereby amended by repealing the Official Zoning Map illustrating the zoning districts established pursuant to Section 400.070, and enacting in lieu thereof a new Official Zoning Map, thereby amending the Official Zoning Map so as to change the classification of property at Partridge Avenue from Public Activity (“PA”) to Planned Development-Residential Use District (“PD-R”). The following land uses and developments are hereby established as permitted uses in said PD-r District, subject to approval of a final development plan: elevator apartment dwellings.

Section 2. Said property at 1309 Partridge Avenue, totaling 3.36 acres, is more fully described with legal descriptions, attached hereto, marked Exhibit “A” and made a part hereof. It has a St. Louis County locator number of 17J541470.

Section 3. By Resolution No. _____, the City Council approved a preliminary development plan for 1309 Partridge Avenue, known as “Diamond Senior Apartments,” and authorized the preparation of a final development plan. A final development plan and plat (if applicable) must be approved by the City Council prior to the issuance of any building permits in connection with the development.

Section 4. This ordinance shall not be construed so as to relieve any person, firm or corporation from any penalty incurred by the violation of Section 400.070 of the University City Municipal Code, nor bar the prosecution of any such violation.

Section 5. Any person, firm, or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be subject to the penalties provided in Section 400.2570 of the University City Municipal Code.

Section 6. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED and ADOPTED this _____ day of _____, 2021.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

EXHIBIT A – LEGAL DESCRIPTIONS FOR REZONING

LOT A AND THE WESTERN 225' OF LOT B OF UNIVERSITY FOREST ADDITION, PER PLAT BOOK 388, PAGE 40, OF THE ST. LOUIS COUNTY RECORDS, ST. LOUIS COUNTY, MISSOURI WITHIN SECTION 3, TOWNSHIP 45 NORTH, AND RANGE 6 EAST OF THE 5TH FIFTH P.M., UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

DRAFT



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER:
For City Clerk Use UB20221212-03

SUBJECT/TITLE:
Kempland Bridge Grant Agreement

REQUESTED BY: Darren Dunkle DEPARTMENT / WARD: Public Works/3

AGENDA SECTION: Unfinished Business Bill 9494 CAN ITEM BE RESCHEDULED? No

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager recommends approval of the proposed Enabling Ordinance and signing and entering into the proposed Program Agreement for the project.

FISCAL IMPACT:
\$963,982.00 \$771,184.00 - Grant Funds \$192,798.00 - City Funds

AMOUNT: \$963,982.00 ACCOUNT No.: 12-40-90-8040

FROM FUND: TO FUND:

EXPLANATION:
This project includes the rehabilitation of the Kempland Place Road Bridge over the River Des Peres.
The Missouri Department of Transportation requires that University City execute the attached "Missouri Highways and Transportation Commission STBG Urban Program Agreement" between the Federal Highway Administration and City of University City.

STAFF COMMENTS AND BACKGROUND INFORMATION:
The total budget for this project is \$963,982.00 The federal share will be 80% of the cost of the project, not to exceed \$771,184.00 University City's share will be the remaining cost equivalent to 20% or \$192,798.00.
The Capital Improvement Program (CIP) accounts for the related expenditures for this project under the project PWST23/25/02.

CIP No. PWST24/25/02.

RELATED ITEMS / ATTACHMENTS:
1. Missouri Highways and Transportation Commission STBG Urban Program Agreement
2. University City's Enabling Ordinance
3. Grant Application

LIST CITY COUNCIL GOALS (S):
Improved Infrastructure

RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose MEETING DATE: December 12, 2022

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified: 10/22 (MWH)

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5402(621)
Award Year: 2023
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SURFACE TRANSPORTATION BLOCK GRANT (STBG)-URBAN PROGRAM
AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of University City, St. Louis County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) 23 U.S.C. §133, authorizes a Surface Transportation Block Grant Program (STBG) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5402(621) involves:

Rehabilitation of the Kempland Place Road Bridge over the River Des Peres – Bridge number 4320001.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-5402(621) by the Commission is within the city limits of University City, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Kemland Place Bridge over the River Des Peres.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street

system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STBG for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project STBG-5402(621) or contemplated by this Agreement.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$771,184. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-5402(621) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately

owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's St. Louis District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
6801 Delmar Boulevard
University City, MO 63130

- (B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF UNIVERSITY CITY

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
Title _____

Ordinance No:_____

Exhibit A - Location of Project

City of University City – Project Location Map

STP Project:

- **Kemland Place Road Bridge Rehabilitation Project**



Exhibit B – Project Schedule

Project Description: STBG-5402(621) Kempland Place Bridge

PROJECT DEVELOPMENT SCHEDULE <i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2022	10/2022	1
Execute agreement (project sponsor and DOT)	11/2022	02/2023	3
Engineering services contract submitted and approved*	04/2023	06/2023	2
Obtain environmental clearances (106, CE2, T&E, etc.)	07/2023	12/2023	5
Public meeting/hearing	01/2024	01/2024	1
Develop and submit preliminary plans	07/2023	11/2023	4
Preliminary plans approved	12/2023	03/2024	3
Develop and submit right-of-way plans			
Review and approval of right-of-way plans			
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*			
Right-of-way acquisition			
Utility coordination	09/2023	08/2024	12
Develop and submit PS&E	04/2024	08/2024	4
District approval of PS&E/advertise for bids*	09/2024	01/2025	4
Submit and receive bids for review and approval	02/2025	04/2025	2
Project implementation/construction	05/2025	11/2025	6
* Finish date must match fiscal year for each milestone shown in bold text.			

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5402(621)
Award Year: (2023)
Federal Agency: Federal Highway Administration, Department of Transportation

INTRODUCED BY:

DATE:

BILL NO. 9494

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF UNIVERSITY CITY AND THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION PROVIDING FOR THE KIMPLAND PLACE ROAD BRIDGE RECONSTRUCTION OVER BRANCH OF RIVER DES PERES.

WHEREAS, the City of University City desires to replace the Kempland Place Bridge over the branch of Rivers Des Peres, designated as Project STBG-5402(621) by the Missouri Highway and Transportation Commission; and

WHEREAS, the Council has determined that it is in the best interest for the residents of the City to enter into a contract with the Missouri Highway and Transportation Commission for the replacement of the Kempland Place Bridge.

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

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of University City a contract with the Missouri Highway and Transportation Commission providing for the Kempland Place Bridge Reconstruction, the terms and conditions of which are set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in force and take effect from and after the date of its passage and approval as provided by law.

PASSED THIS ____ day of _____ 2022

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

Project Application Form



Surface Transportation Block Grant Program

2022 Call for Projects

For the St. Louis Region

Bridge Project Type

Sponsoring Agency: City of University City

Project Title: Kempland Place Road Bridge Rehabilitation

Federal Amount Requested: \$771,184

Applications Due: February 10, 2022 by 4:00 pm



EAST-WEST GATEWAY
Council of Governments

Creating Solutions Across Jurisdictional Boundaries

November 2021

[SURFACE TRANSPORTATION BLOCK GRANT PROGRAM \(STP-S\)](#)
[BRIDGE – PROJECT APPLICATION FORM](#)

Please refer to the STP-S Project Development Workbook and the STP-S Scoring Criteria Guide for more information on the program requirements, available funding, and scoring criteria. The STP-S Project Development Workbook, STP-S Scoring Criteria Guide, and supplement materials are available on the East-West Gateway Council of Governments (EWG) [STP-S Call for Projects](#) web page.

PLEASE NOTE:

This project application form is for the bridge project type. There are separate project application forms for the other project types, including: road, traffic flow, safety, active transportation, transit, and freight/economic development. If your agency is interested in applying for those project types, please obtain the application form from the EWG STP-S Call for Projects web page, or contact EWG staff for more information.

The call for projects begins on **November 5, 2021** and ends on **February 10, 2022** at 4:00 pm. Applications received after the deadline will not be accepted. Submit the completed application and necessary attachments electronically to EWG at stps@ewgateway.org. Save the electronic copy as a PDF file using the following format: 2022STPS_[Sponsor]_[Project Name].pdf. The electronic submission must include scanned signatures and attachments. Please submit one application per email. You will receive an email confirmation within one business day of submittal. If you do not receive confirmation or have questions about the application, contact EWG staff. Note that hard copies cannot be accepted as East-West Gateway's offices are currently closed. The information provided in this application is public record.

Project sponsors wanting feedback on applications may submit a preliminary copy by **January 6, 2022** to EWG at stps@ewgateway.org. EWG staff will review the applications submitted and will return comments by email by **January 20, 2022**. If a preliminary application is submitted for feedback, a final application must still be submitted by **February 10, 2022**.

[CONTACT INFORMATION](#)

Jason Lange, TIP Coordinator
East-West Gateway Council of Governments
One Memorial Drive, Suite 1600
St. Louis, MO 63102-2451
E-mail: stps@ewgateway.org

STP-S Call for Projects web page: <http://www.ewgateway.org/transportation-planning/transportation-improvement-program/competitive-transportation-programs/call-for-projects-stp-s/>

PROJECT CHECKLIST AND SUBMITTAL REQUIREMENTS

The evaluation and scoring of all projects will be based on the answers provided in the application and the attachments submitted.

The materials should be submitted in the following order.

Project Application:

- Project application fee** – ½ of one percent of federal funds requested. Make checks payable to “East-West Gateway Council of Governments” or “EWGCOG” or contact staci.alvarez@ewgateway.org to set up electronic funds transfer.
- Completed STP-S application**
- Scanned required signatures** – Notification of Title VI & Nondiscrimination Requirements, Financial Certification of Matching Funds, Person of Responsible Charge Certification, Right-of-Way Acquisition Certification Statement, Policy on Reasonable Progress Certification (Missouri only).

Attachment A:

- Project location map** – depict the location of the project on a base map such as a town road map, GIS map, aerial photo, or another base map suitable to clearly show the project’s overall location. Provide on an 8 ½ x 11 page. Project location is used by EWG to determine:
 - geographic scale project categorization (i.e., ‘within community’ or ‘outside community’)
 - score for Environmental Justice
 - score for employment density
- Detailed cost estimate** – use Estimate of Project Costs excel file provided by EWG.
- Letter of permission from facility owner** – provide if sponsor does not own roadway.
- Letter of support from match source** – provide if individual, business, other local public agency, or other third-party is providing matching funds.
- Coordination letter(s)** – provide if sponsor requires coordination with other agencies to implement the project (e.g., Bi-State Development, Madison County Transit District, St. Clair County Transit District).

Attachment B:

- Photographs** – attach photo(s) of the current bridge.
- Detailed map** – if applicable, provide a map showing:
 - community resources within ½ mile of project limits (e.g., park/trail, full service grocery store, civic building, library, health center, recreation center))
 - schools located within ½ mile of project limits
 - detour route if bridge would be closed (*see Appendix B in STP-S Scoring Criteria Guide for calculation instructions*)
- Roadway realignment diagram** – if applicable, provide a diagram showing existing and proposed vertical or horizontal realignment of the connecting roadway.
- Typical bridge section** – show details of before and after bridge improvements.
- Bridge condition** – attach state-issued inspection report or other documentation from state DOT showing bridge condition.
- Preventive maintenance activities** – provide documentation from FHWA showing its approval of proposed preventive maintenance plan. Include list showing at least the bridges that are part of the program, ADT, general condition ratings (for superstructure, substructure, deck, and culvert), maintenance activity, maintenance cost, when the structure is due for replacement, and the cost to replace the structure (in present dollars). Documentation must show that project will extend life of bridges. Required only for preventive maintenance projects.

Attachment C: (optional)

- Documentation of an approved or adopted plan, ordinance, and/or policy that supports the project** – do not attach entire plan documents, only include the necessary pages.
- Letters of support** – endorsements or petitions from associations, boards, school districts, citizens, businesses, etc. Only attach letters of support that pertain to specific project.
- Documentation of public involvement process** – public meeting minutes, newspaper clippings, press announcements, etc.

Attachment D:

- ITS architecture consistency** – submit ITS Architecture Project Consistency Statement Form provided by EWG if project includes ITS elements or modifies existing ITS.

SUBMITTAL TYPE (CHECK ONE):

- Preliminary application (for comments) – Due **January 6, 2022**
- Final application – Due **February 10, 2022**

SPONSOR INFORMATION											
Sponsoring agency:		City of University City									
Secondary sponsor agency (if applicable):											
Chief Elected Official/Chief Executive Director:											
Name:		Gregory Rose			Title:		City Manager				
Street address:		6801 Delmar Blvd.									
City:		University City		State:	MO	County:		St. Louis	ZIP code:	63130	
Project contact:											
Name:		Sinan Alpaslan, P.E.			Title:		Director of Public Works				
Agency:		City of University City									
Street address:		6801 Delmar Blvd.									
City:		University City		State:	MO	County:		St. Louis	ZIP code:	63130	
Phone Number:		314-505-8572			E-mail address:		salpaslan@ucitymo.org				
Application contact:											
Name:		David Christensen, P.E.			Phone Number:		314-220-7016				
E-mail address:		david@cochraneng.com									
PROJECT INFORMATION											
Project title:		Kempland Place Road Bridge Rehabilitation									
Project status:				Is this application request for a piece of a larger project (phase) or the entire length of project?							
<input checked="" type="checkbox"/> New project				<input type="checkbox"/> Phase							
<input type="checkbox"/> Continuation of STP-S/CMAQ/TAP project				<input type="checkbox"/> Full project							
<input type="checkbox"/> Add to existing non-federally funded project											
If project is a continuation of another project that was previously programmed in the TIP, provide TIP ID # of existing project and also explain this relationship: N/A											
If this project is a phase of a full project, how many phases are left to complete the project? Briefly explain each phase (i.e., project limits and general improvements): N/A											
Has your agency previously competed for funds for this specific project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
If yes, when?											
Does this project touch MoDOT or IDOT right-of-way? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, a letter of support for this project is required from the state DOT.</i>											
Does the sponsoring agency own and maintain this facility? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, a letter of support for this project is required from the facility owner.</i>											
If no, who owns the facility?											

ROADWAY INFORMATION				
Name of street or facility to be improved:	Kempland Place Road Bridge (#4320001)			
Project length (miles):	0.1			
Feature crossed (e.g., Fee Fee Creek):	River Des Peres			
Federal functional classification of road (per EWG) ¹ :	Local			
Deck condition rating (0-9)?	6			
Superstructure condition rating (0-9)?	5			
Substructure condition rating (0-9)?	6			
Culvert condition rating, if applicable (0-9)?				
Bridge identification number (federal ID):	23777			
	CURRENT:		DESIGN YEAR²:	
Traffic volumes (AADT):	2,100	Year: 2018	2,835	Year: 2038
Identify source of AADT ³ :	MoDOT		MoDOT	
Speed limit of street (mph):	25		25	
Bridge width (feet):	24'-0"		24'-0"	
Deck width (curb to curb):	31'-2.4"		31'-2.4"	
Number of through lanes (both directions):	2		2	
Number of turn lanes:	0		0	
Two-way left turn lanes?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Typical lane width (feet):	11'		11'	
Outside lane width (feet):	n/a		n/a	
Shoulder width (feet):	6'		6'	
On-street parking allowed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Curb and gutter?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Sidewalks?	<input type="checkbox"/> One side <input checked="" type="checkbox"/> Both sides <input type="checkbox"/> None		<input type="checkbox"/> One side <input checked="" type="checkbox"/> Both sides <input type="checkbox"/> None	
Sidewalk width (feet):	5'		5'	
Existing sidewalk surface condition ⁴ :	<input checked="" type="checkbox"/> Poor <input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent <input type="checkbox"/> None		n/a	
On-road bicycle facility ⁵ ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
On-road bicycle facility width:	6'		6'	
Shared-use path/sidepath?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Shared-use path/sidepath width (feet):	n/a		n/a	
Explain how the design year AADT was calculated:				
MoDOT estimate from the Bridge Inventory and Inspection System Non-State Structure Report				

¹ EWG Functional Classification maps: <http://www.ewgateway.org/transportation-planning/roadway-functional-classification/>.

² Design year is 20 years after construction.

³ If source is state DOT, use data from most recent available year. If source is a count conducted by the local agency, must be within five years.

⁴ **Poor**: the sidewalk has deep cracking and buckling, poor drainage, or a bulging surface (due to tree roots). Impassable to mobility impaired pedestrians. **Fair**: the sidewalk contains cracks or an uneven and distressed surface. Hinders mobility of the average pedestrian. **Good**: the sidewalk is free from significant cracking, buckling, or gravel surfaces. Unlikely to hinder mobility of the average pedestrian. **Excellent**: the sidewalk is in like new condition and contains no cracking or buckling. Does not hinder mobility of the average pedestrian. **None**: no sidewalk is present.

⁵ On-road bicycle facility includes: bike lanes (separated, buffered, and standard). Shared-lane markings (sharrows) and share the road/bikes may use full lane signage are not bicycle facilities. View the EWG Bicycle Planning Guide for a description on bicycle facilities: https://www.ewgateway.org/wp-content/uploads/2018/07/BicyclePlanningGuide_June2018.pdf.

LAND ACQUISITION INFORMATION

Status of right-of-way acquisition (all properties, permanent and/or temporary easements, Temporary Slope Construction License (TSCL), and other rights-of-way):

- All acquired or none needed
- In process
- Not started

If applicable, list the number of parcels to be acquired (all properties, permanent and/or temporary easements, TSCL, and other rights-of-way):

N/A - this is a rehabilitation project.

If any residential or commercial displacements are anticipated, give details on how many and if they are residential and/or commercial:

N/A

Right-of-way acquisition by: N/A

Right-of-way condemnation by: N/A

Will the project traverse any public property, such as a public park that has used federal funds (e.g., Land and Water Conservation Funds) in the past?

- Yes No Unknown

UTILITY COORDINATION

Note: *project sponsor must coordinate with utilities prior to construction.*

Will the project involve any coordination with utilities?

- Yes No

If yes, check the appropriate box to select the type of utility. Then give the names of the utility companies.

<input type="checkbox"/> Electric	
<input type="checkbox"/> Phone	
<input type="checkbox"/> Gas	
<input type="checkbox"/> Water	
<input type="checkbox"/> Cable TV	
<input type="checkbox"/> Storm sewer	
<input type="checkbox"/> Sanitary sewer	
<input type="checkbox"/>	
<input type="checkbox"/>	

Give details concerning potential utility conflicts, problems, or issues:

Since there are no utilities within the project limits, there will be no utility conflicts.

Utility coordination completed by: N/A

Designed by: N/A

Inspected by: N/A

RAILROAD COORDINATION

Does the project traverse any property owned by a railroad?

 Yes No

Is there a railroad within 500' of project limits?

 Yes No

Name of railroad:

Number of crossings impacted:

Are the crossings active?

 Yes No

Width of crossing:

What is the crossing type?

- Timber
 Rubberized
 Asphalt
 Concrete
 Other

Describe other:

PROJECT MAINTENANCE

List any regular maintenance tasks anticipated over the next 25 years:

Snow Removal

Estimated annual cost to maintain facility and funding source(s):

The cost to run the plows over the bridge will be negligible.

AMERICANS WITH DISABILITIES ACTUnder the 1990 Americans with Disabilities Act (ADA), Title II requires public entities with more than 50 employees to complete a self-evaluation and create an effective ADA transition plan⁶.

Does your local public agency have more than 50 employees?

 Yes No

If yes, does your agency have an adopted ADA transition plan?

 Yes No

If your agency has an ADA transition plan, when was it adopted?

December 31, 2018

If ADA transition plan is not adopted, when is it expected to be adopted?

⁶ FHWA Questions and Answers about ADA/Section 504: https://www.fhwa.dot.gov/civilrights/programs/ada/ada_sect504qa.cfm.

PROJECT DESCRIPTION

Define the **scope** and **specific elements** of the project. Describe current conditions / problems / issues that the project will address. Be as specific as possible.

Purpose - MoDOT's Non-State Structure Inspection Report states that this bridge, has a sufficiency rating of 67.8%. In accordance with EWG's Guidance Document for STP-S Project Evaluation, the rating of the Superstructure condition of a 5 categorizes it as eligible for rehabilitation funding. In summary, the report shows the following bridge deficiencies rating condition scores: 1) deck condition rating is listed as a 6-satisfactory condition; 2) superstructure condition rating is listed as a 5-fair condition; 3) substructure condition rating is listed as a 6-satisfactory condition; 4) channel condition rating is listed as 6-widespread minor damage. This bridge currently has a rated load limit of 35 tons, and classified as a structurally deficient structure.

This project includes the rehabilitation of the Kempland Place Road Bridge over the River Des Peres, bridge no. 4320001, which was built in 1950.

The scope of work includes: 1) clearing and grubbing; 2) removal of improvements; 3) earthwork; 4) traffic control; 5) removal of bridge superstructure 6) traffic control; 7) substructure widening and repair; 8) superstructure replacement; 9) steel wide flange beams-remove/repair/replace; and 10) pavement striping as necessary.

PREVENTIVE MAINTENANCE

Note: complete only if preventive maintenance activity is proposed.

How many bridges are proposed? | N/A

How will the preventive maintenance activities extend the life of the bridge structures?

N/A

Have the preventive maintenance activities been approved by FHWA?

Yes No

COMMUNITY SUPPORT

Describe the public involvement activities to date on the proposed project:

PROJECT DEVELOPMENT SCHEDULE

Note: many stages can occur concurrently.

Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2022	10/2022	1
Execute agreement (project sponsor and DOT)	11/2022	02/2023	3
Engineering services contract submitted and approved*	04/2023	06/2023	2
Obtain environmental clearances (106, CE2, T&E, etc.)	07/2023	12/2023	5
Public meeting/hearing	01/2024	01/2024	1
Develop and submit preliminary plans	07/2023	11/2023	4
Preliminary plans approved	12/2023	03/2024	3
Develop and submit right-of-way plans			
Review and approval of right-of-way plans			
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*			
Right-of-way acquisition			
Utility coordination	09/2023	08/2024	12
Develop and submit PS&E	04/2024	08/2024	4
District approval of PS&E/advertise for bids*	09/2024	01/2025	4
Submit and receive bids for review and approval	02/2025	04/2025	2
Project implementation/construction	05/2025	11/2025	6

* Finish date must match fiscal year for each milestone shown in **bold** text.

FINANCIAL PLAN

Note: federal participation for a phase of work must not exceed 80% in Missouri for all phases of work and 80% in Illinois for construction/construction engineering phase only. In Illinois, PE and right-of-way must be paid with local funds.

Activity ⁷	Starting Federal Fiscal Year ⁸	Total Phase Cost	STP-S Funds Requested	Sponsor Share	Sponsor Share Percentage
PE / Planning / Environmental Studies	FY 2023	\$ 95,601	\$ 76,480	\$ 19,121	20.00%
Right-of-Way	FY 2024	\$ 0			0.00%
Construction Engineering	FY 2025	\$ 71,701	\$ 57,360	\$ 14,341	20.00%
Construction / Implementation	FY 2025	\$ 796,680	\$ 637,344	\$ 159,336	20.00%
TOTAL PROJECT COST		\$ 963,982	\$ 771,184	\$ 192,798	20.00%

Identify the source(s) of local matching funds (e.g., state DOT, city, county, county road board, county motor fuel tax, private entity), and the amount for each source:

Franklin County Capital Improvement Fund

⁷ Illinois: construction/construction engineering funds are available in FY 2026.

Missouri: preliminary engineering funds are available in FY 2023 or FY 2024, right-of-way in FY 2024 or FY 2025, and construction/construction engineering in FY 2025 or FY 2026. Note: FY 2025 construction/construction engineering must be less than \$1 million federal.

⁸ Fiscal years are federal fiscal years (October 1 through September 30).

SAFETY	
Length of detour (in miles) if bridge was closed: Note: see Appendix B in STP-S Scoring Criteria Guide for calculation instructions.	0.6 miles, map with calculations is attached
MULTIMODAL	
Does the proposed project incorporate any of the following bicycle-related improvements? <ul style="list-style-type: none"> <input type="checkbox"/> Separated bike lane/cycle track/protected bike lane <input type="checkbox"/> Shared-use path/trail <input type="checkbox"/> Buffered bike lane <input type="checkbox"/> Standard bike lane (not buffered) <input type="checkbox"/> Marked shared roadway (shared-lane markings, "sharrow") <input type="checkbox"/> Paved shoulder <input type="checkbox"/> Other <input checked="" type="checkbox"/> None 	
Describe the bicycle-related improvements (including 'other') in detail:	
Does the proposed project incorporate any of the following pedestrian-related improvements? <ul style="list-style-type: none"> <input type="checkbox"/> New sidewalks (where none currently exist) <input type="checkbox"/> Sidewalk spot slab improvements <input checked="" type="checkbox"/> Sidewalk reconstruction <input type="checkbox"/> Construction of new curb ramps (where none currently exist) <input type="checkbox"/> Curb ramp reconstruction <input type="checkbox"/> Railing or protective screening/concrete barrier <input type="checkbox"/> Pedestrian-scale lighting (e.g., glare shielded, lower height (12' to 16'), in-pavement) <input type="checkbox"/> Other <input type="checkbox"/> None 	
Describe the pedestrian-related improvements (including 'other') in detail:	
Is the project within ½ mile of a school (grades K-12 and college/university)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, identify the school(s):	

Is the project within ½ mile of a community resource (e.g., park/trail, full service grocery store, civic building, library, health center, recreation center)?

Yes No

If yes, identify all community resources (planned or existing):

Metrolink Bus Stops #33 and #91, Greensfelder Park, City of Life Christian Church, Fogerty Park, New City Fellowship Church, and the many businesses along the Olive Road Business District corridor.

INTERMODAL CONNECTIONS

Does the facility have a posted weight limit?

Yes No

If yes, what is the posted weight limit? | 35

NOTIFICATION OF TITLE VI & NONDISCRIMINATION REQUIREMENTS

Title VI

A recipient of any federal funds from the U.S. Department of Transportation (“DOT”) must comply with federal statutes, regulations, executive orders, and other pertinent directives that govern nondiscrimination in federally assisted programs. Below is a list of the statutes and regulations that may apply to a recipient’s program; however, other federal requirements regarding nondiscrimination may be imposed by DOT.

- A. Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. §§ 2000d *et seq.*
- B. All requirements imposed by or pursuant to the Code of Federal Regulations, Title 49: Transportation, Subtitle A: Office of the Secretary of Transportation, Part 21: *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964.*

As part of federal requirements, a recipient of funds from DOT must ensure that it has written policies and procedures in place to ensure nondiscrimination in its programs, up to and including, developing a Title VI Plan.

Nondiscrimination

A recipient of any federal funds from the U.S. Department of Transportation (“DOT”) must comply with federal statutes, regulations, executive orders, and other pertinent directives that govern nondiscrimination in federally assisted programs. Below is a list of the statutes and regulations that may apply to a recipient’s program; however, other federal requirements regarding nondiscrimination may be imposed by DOT.

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and implementing regulations at 49 CFR Part 21 – *Nondiscrimination in Federally Assisted Programs of the Department of Transportation— Effectuation of Title VI of the Civil Rights Act.*
- B. The equal employment opportunity provisions of 49 U.S.C. § 5332 and Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, and implementing regulations, including;
 - 1. 41 CFR Part 60 – *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.*
- C. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and implementing regulations at 49 CFR Part 25 – *Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance.*
- D. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 *et seq.*, and implementing regulations, including:
 - 1. 49 CFR Part 27—*Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.*
 - 2. 49 CFR Part 37—*Transportation Services for Individuals with Disabilities (ADA).*
 - 3. 36 CFR Part 1192 and 49 CFR Part 38—*Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles.*
 - 4. 28 CFR Part 35—*Nondiscrimination on the Basis of Disability in State and Local Government Services.*
 - 5. 28 CFR Part 36—*Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities.*
 - 6. 41 CFR Subpart 101 – 119—*Accommodations for the Physically Handicapped.*
 - 7. 29 CFR Part 1630—*Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act.*
 - 8. 47 CFR Part 64, Subpart F—*Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled.*
 - 9. 36 CFR Part 1194—*Electronic and Information Technology Accessibility Standards.*

- 10. 49 CFR Part 609—*Transportation for Elderly and Handicapped Persons*.
- 11. Federal civil rights and nondiscrimination directives implementing those federal laws and regulations, unless the federal government determines otherwise in writing.
- E. The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*
- F. The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 through 634, and implement regulations of the U.S. Equal Employment Opportunity Commission at 29 CFR Part 1625—*Age Discrimination in Employment Act*.
- G. The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2.
- H. Executive Order 12898—*Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*, 42 U.S.C. § 4321 note, and DOT Order 5620.3 at Federal Register Vol. 62 No. 18377—*Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*.
- I. Executive Order 13166 – *Improving Access to Services for Persons with Limited English Proficiency*, 42 U.S.C. § 2000d – 1 note, and implementing policy guidance at Federal Register Vol. 70 No. 74087—*DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Person*.

By submitting its application as part of the TIP process and signing below, the Project Sponsor certifies that it has reviewed the federal requirements regarding nondiscrimination in federally assisted programs and believes that the Project Sponsor complies with the required policies and procedures.

Also, the Project Sponsor acknowledges its understanding that if the Project Sponsor does not have the required policies and procedures in place prior to federal funds being obligated, then the Project Sponsor's project may become ineligible for federal funding.

Sinan Alpaslan, P.E. _____

Name (print)

Director of Public Works _____

Title

 _____

Signature

2-7-2022 _____

Date

FINANCIAL CERTIFICATION OF MATCHING FUNDS

This is to ensure sufficient funds are available to pay the non-federal share of project expenditures for the following project to be funded under the provisions of the Fixing America's Surface Transportation (FAST) Act.

Project Title: Kempland Place Rd Bridge Rehabilitation

Local Match Amount: \$192,798

Sponsoring Agency: City of University City

Chief Elected Official (or Chief Executive Officer):

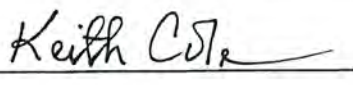
Name (print): Gregory Rose, City Manager

Signature: 

Date: 2/7/22

Chief Financial Officer:

Name (print): Keith Cole, Director of Finance

Signature: 


Date: 2/7/22

PERSON OF RESPONSIBLE CHARGE CERTIFICATION

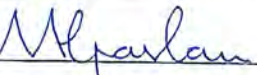
The key regulatory provision, 23 CFR 635.105 – Supervising Agency, provides that the State Transportation Agency (STA) is responsible for construction of federal-aid projects, whether it or a local public agency (LPA) performs the work. The regulation provides that the STA and LPA must provide its full-time employee to be in “responsible charge” of the project.

The undersigned employee(s) of the Project Sponsor will act as person of responsible charge. If at any point the employee leaves the LPA, the LPA is responsible for finding a suitable replacement and notifying EWG. If the person of responsible charge is found to not be a full-time employee of the LPA, it will result in the loss of federal funds for this project. One employee can act as person of responsible charge for all three phases. All three phases must be signed.

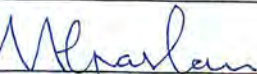
Person of Responsible Charge – Design Phase

Name (print): Sinan Alpaslan, P.E.
Title: Director of Public Works Email: salpaslan@ucitymo.org
Signature: 
Date: 2-7-2022

Person of Responsible Charge – Right-of-Way Acquisition Phase

Name (print): Sinan Alpaslan, P.E.
Title: Director of Public Works Email: salpaslan@ucitymo.org
Signature: 
Date: 2-7-2022

Person of Responsible Charge – Construction/Implementation Phase

Name (print): Sinan Alpaslan, P.E.
Title: Director of Public Works Email: salpaslan@ucitymo.org
Signature: 
Date: 2-7-2022

RIGHT-OF-WAY ACQUISITION CERTIFICATION STATEMENT

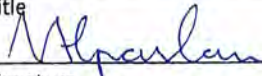
The State Department of Transportation and the Federal Highway Administration (FHWA) have the right and responsibility to review and monitor the acquisition procedures of any federally funded transportation project for adherence to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Those projects found in non-compliance may jeopardize all or part of their federal funding.

A. The Project Sponsor hereby certifies that any right-of-way, and/or permanent or temporary easements necessary for this project, obtained prior to this application, were acquired in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

B. The Project Sponsor also certifies that any additional right-of-way, and/or permanent or temporary easements, subsequently required to complete the project, will be acquired according to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

Sinan Alpaslan, P.E.

Name (print)
Director of Public Works

Title


Signature
2-7-2022

Date

POLICY ON REASONABLE PROGRESS CERTIFICATION – MISSOURI SPONSORS ONLY

Following on the next page is a copy of the policy on reasonable progress adopted by the East-West Gateway Council of Governments Board of Directors.

The undersigned representative of the Project Sponsor hereby certifies that s/he has read this policy and understands its requirements. The representative acknowledges that failure to meet all of the reasonable progress requirements could result in federal funds being revoked and returned to the regional funding pool, as dictated by the policy.

Sinan Alpaslan, P.E. _____

Name (print)

Director of Public Works _____

Title

Alpaslan _____

Signature

2-7-2022 _____

Date

POLICY ON REASONABLE PROGRESS – MISSOURI SPONSORS ONLY

Reasonable Progress

For projects or programs included in the Transportation Improvement Program (TIP), “reasonable progress” will have been made if the project has advanced to the point of obligating all federal funds programmed for that project in the current fiscal year, regardless of the phase of work (*i.e., preliminary engineering, right-of-way acquisition, or plans, specifications, and estimates*). If a project fails to obligate the programmed federal funds by September 30 of the current year, the funding will be forfeited and returned to the regional funding pot. Actual progress toward implementation is measured against the schedule submitted by the Project Sponsor in the project application.

Policy Procedures and Enforcement

Projects that do not obligate all federal funds by the Board-approved suspense date will be removed from the TIP and the federal funds associated with those projects will be returned to the regional funding pool for redistribution. The removal of projects from the TIP will require no further Board action and the sponsor will have to repay any federal funds already spent if the funding is forfeited.

If a project is realizing delays that will put the federal funding at risk of forfeiture (*i.e., not meet a September 30 deadline*), the Project Sponsor will have the opportunity to ask for consideration of a “one-time extension” in their project schedule. The one-time extension can only be requested for the implementation/construction phase of the project. The extension request will only be considered once a year, and has to be made before June 1 of the current fiscal year of the TIP.

To be considered for this extension the Project Sponsor has to demonstrate on all counts: a) the delay is beyond their control and the sponsor has done due diligence in progressing the project; b) federal funds have already been obligated on the project or in cases that no federal funds are used for PE and/or ROW acquisition, there has been significant progress toward final plan preparation; and c) there is a realistic strategy in place to obligate all funds.

One-time extensions of up to three (3) months may be granted by EWG staff and one-time extensions greater than three (3) months, but not more than nine (9) months, will go to the Board of Directors for their consideration and approval. Projects requesting schedule advancements will be handled on a case-by-case basis, subject to available funding, and are subject to the Board-adopted rules for TIP modifications.

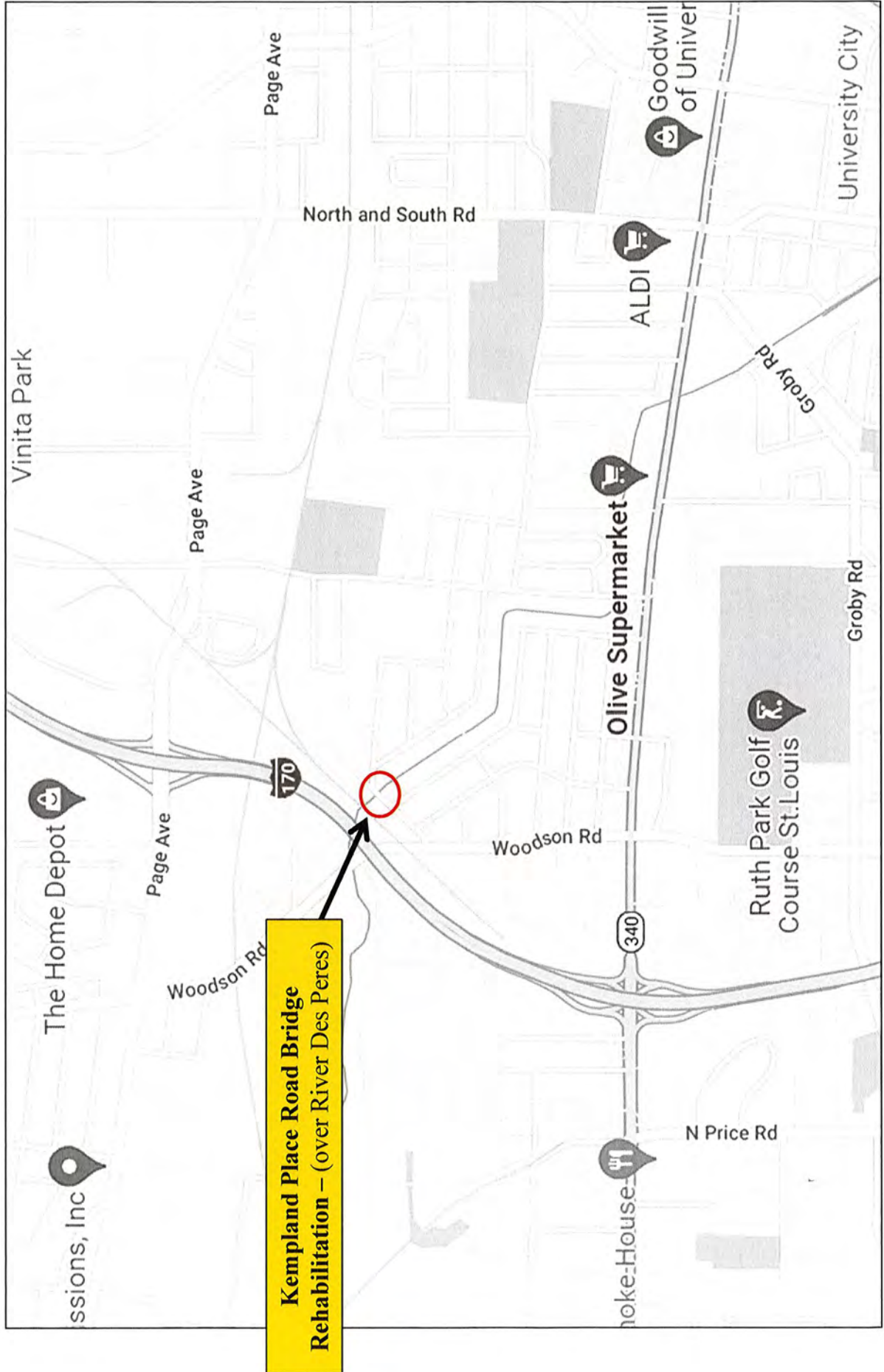
Project Monitoring

An extensive monitoring program has been developed to help track programmed projects and ensure that funding commitments and plans are met. Monthly tracking reports are developed and posted on the EWG website, utilizing project information provided by the Project Sponsor, IDOT, and MoDOT district offices. Additionally, project sponsors are contacted at least every three (3) months by EWG staff for project status updates

City of University City – Project Location Map

STP Project:

- Kempland Place Road Bridge Rehabilitation Project





University City, Missouri
Kempland Place Bridge Replacement
 Preliminary Construction Cost Estimate
 Bridge No. 4320001

Bridge Rehabilitation

Bridge Width = 34'-0" Curb to Curb plus 5'-6" sidewalk each side

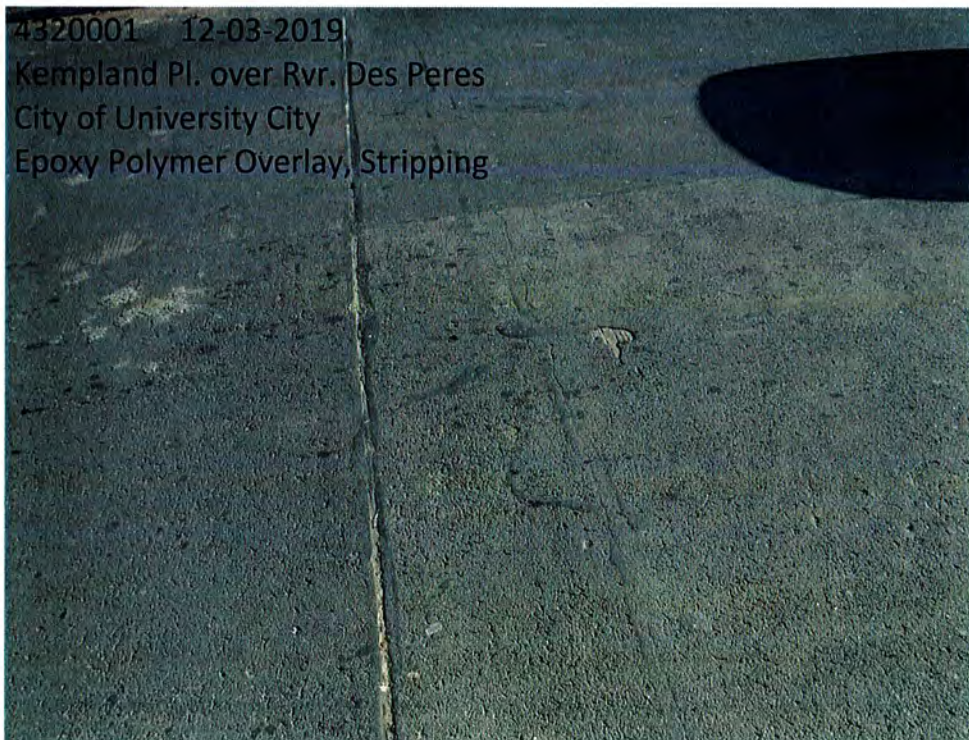
Bid No.	Description	Unit	Quantity	Unit Cost	Extended Cost
1	Clearing and Grubbing	AC	1	\$10,000.00	\$10,000.00
2	Removal of Improvements	LS	1	\$15,000.00	\$15,000.00
3	Earthwork	LS	1	\$5,000.00	\$5,000.00
4	Pavement	SY	200	\$75.00	\$15,000.00
5	Traffic Control	LS	1	\$15,000.00	\$15,000.00
6	Mobilization	LS	1	\$50,000.00	\$50,000.00
7	Restoration	LS	1	\$5,000.00	\$5,000.00
8	Erosion Control	LS	1	\$3,000.00	\$3,000.00
9	Utility Relocation	LS	1	\$30,000.00	\$30,000.00
10	R/W Allowance	LS	1	\$15,000.00	\$15,000.00
10	Excavation for Structure	LS	1	\$40,000.00	\$40,000.00
11	Removal of Bridge Superstructure	SY	180	\$120.00	\$21,600.00
12	Bridge Approach Slab	SY	113	\$300.00	\$34,000.00
13	Pedestrian Fence	LF	142	\$200.00	\$28,400.00
14	Slope Protection	LS	1	\$10,000.00	\$10,000.00
15	Substructure - Widening and Repair	LS	1	\$90,000.00	\$90,000.00
16	Superstructure Replacement	SY	276	\$325.00	\$89,700.00
17	Steel Wide Flange Beams - Remove, Repair and Replace	EA	72	\$2,600.00	\$187,200.00
Construction Sub-Total =					\$663,900.00
Contingencies at 20% =					\$132,780.00
Construction Total =					\$796,680.00
Design Engineering =					\$95,601.60
Construction Inspection =					\$71,701.20
Project Total =					\$963,982.80

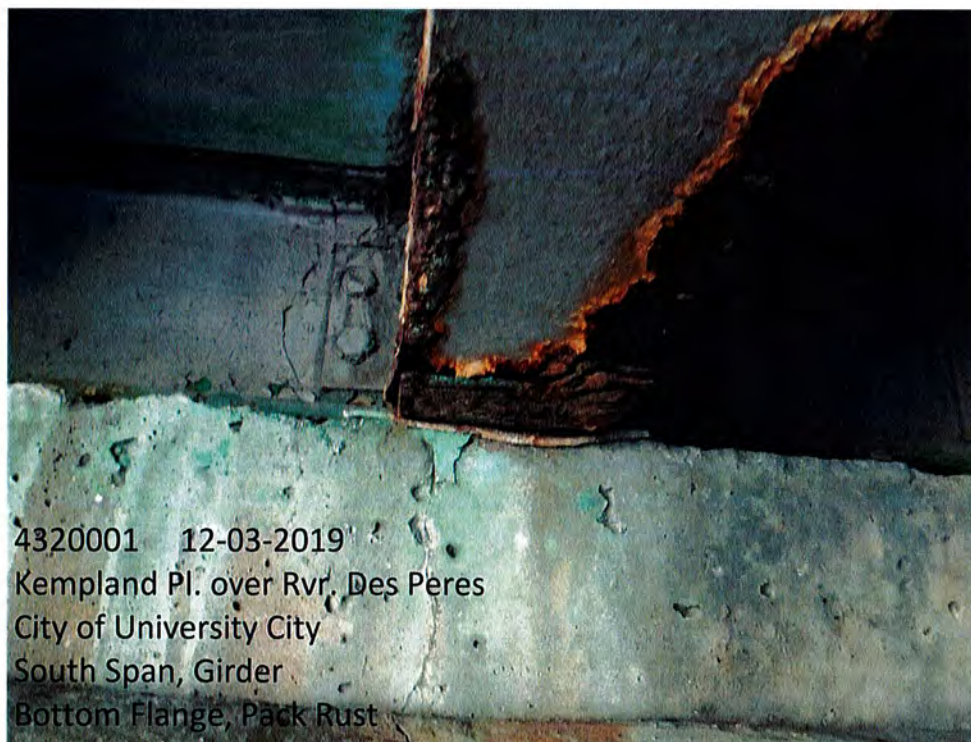
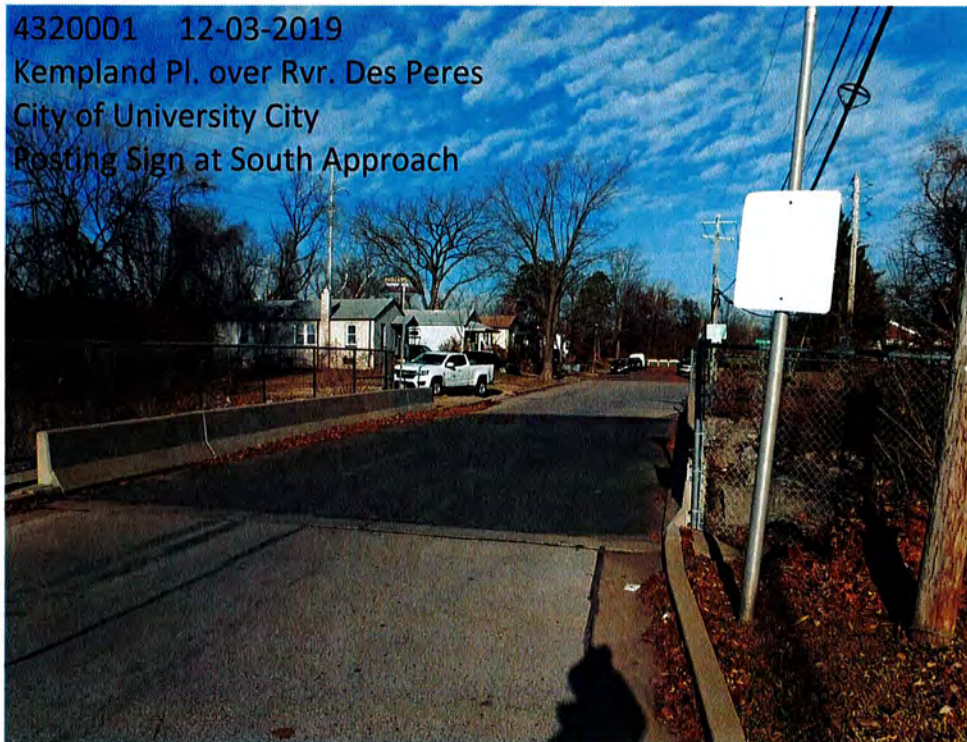
Federal Share @ 80% = \$771,186

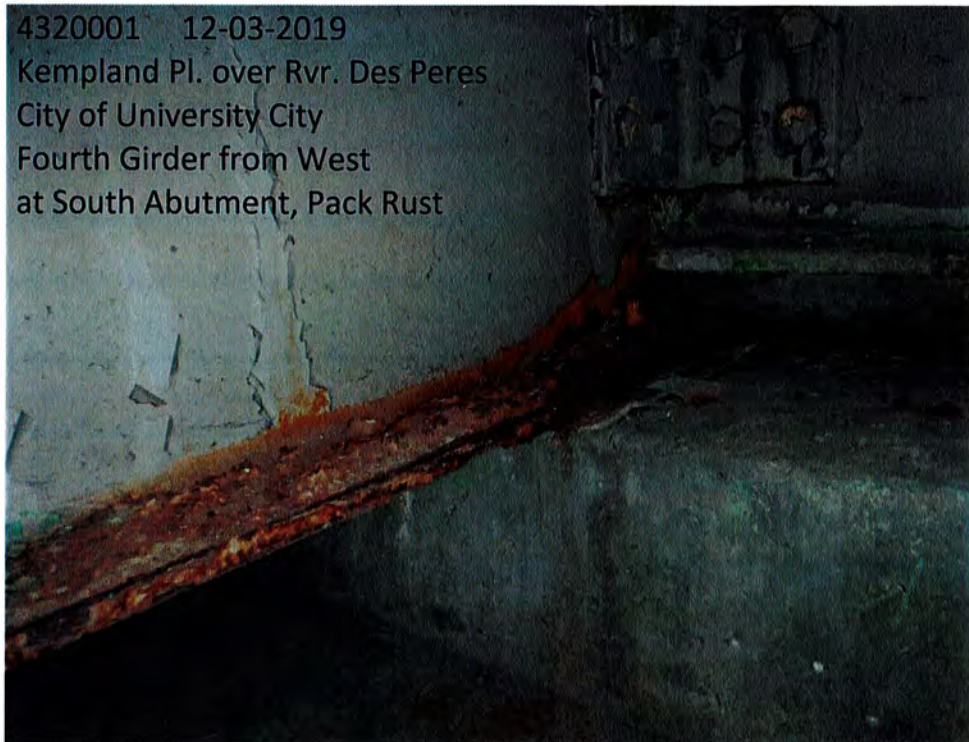
Local Share @ 20% = \$192,797

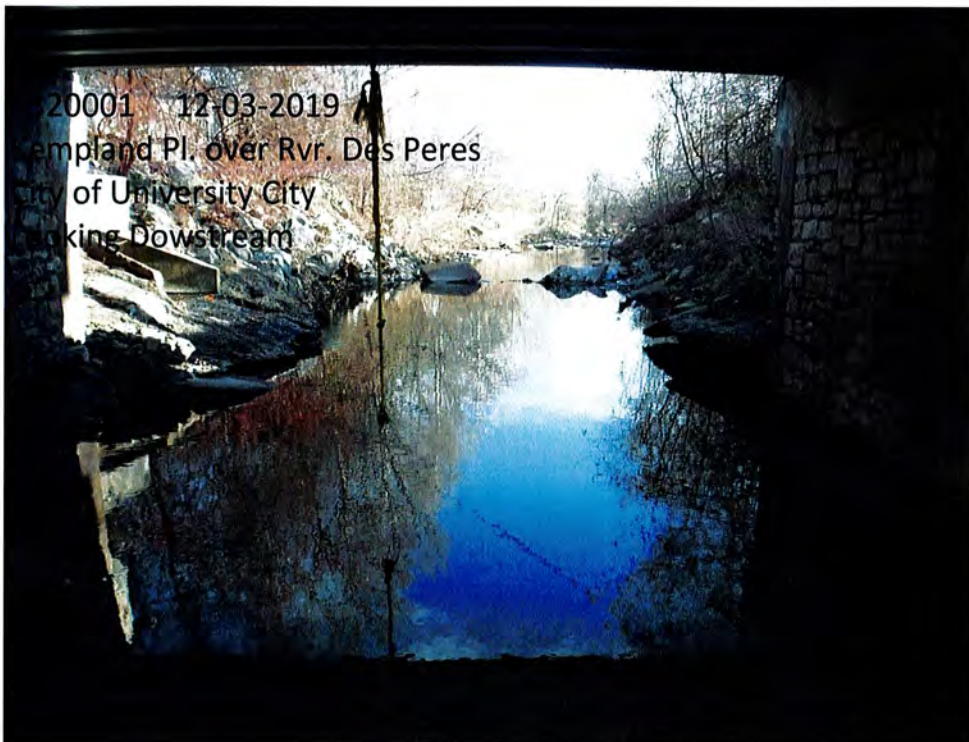
EWGCC Application Fee (1/2% of Federal Funds Requested) = \$3,856









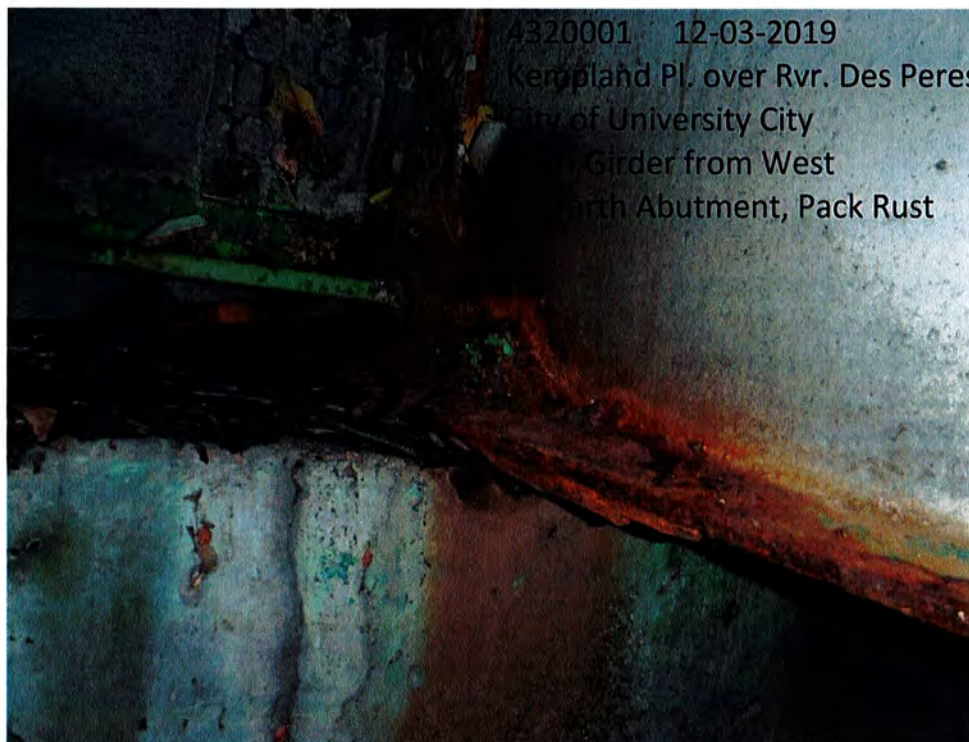




4320001 12-03-2019
Kempland Pl. over Rvr. Des Peres
City of University City
North Intermediate Box



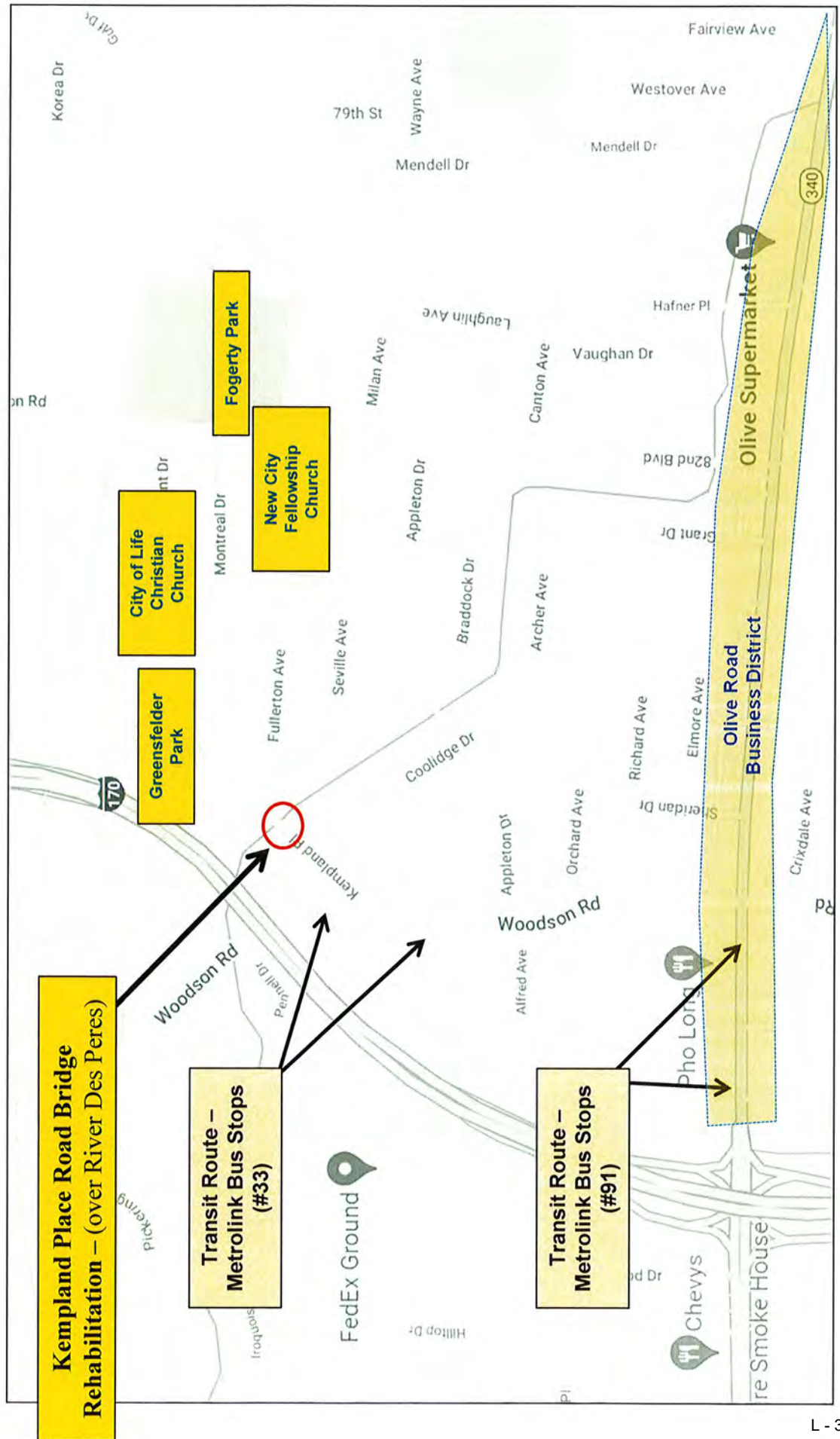
4320001 12-03-2019
Kempland Pl. over Rvr. Des Peres
City of University City
Fifth Girder From West
at North Abutment, Pack Rust



City of University City – Detailed Map

STP Project – Kempland Place Road Bridge Rehabilitation Project

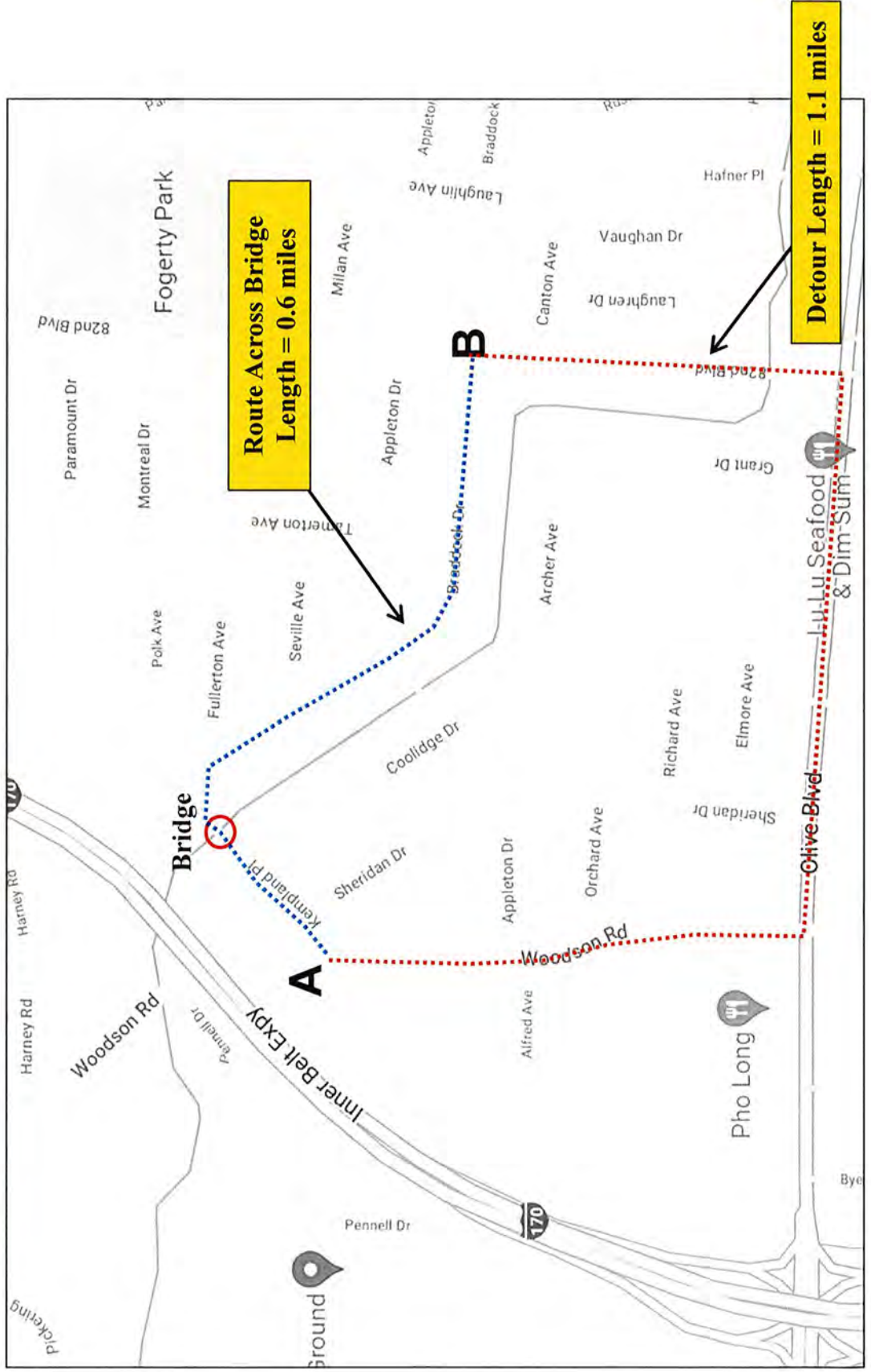
- Transit Routes, Activity Centers, and Schools

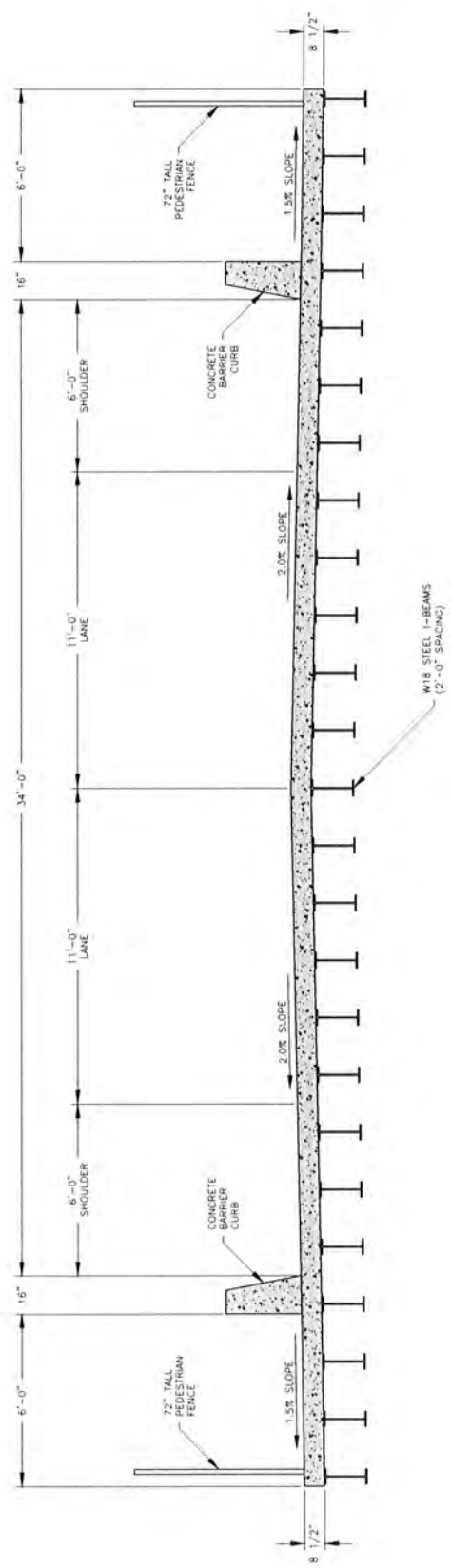


City of University City – Bridge Detour Length Calculation

STP Project Limits:

- Kempland Place Road Bridge Rehabilitation Project
- **Out of Distance Travel = 0.5 miles (1.1 miles – 0.6 miles)**







**Missouri Department of Transportation
Bridge Inventory and Inspection System
Non-State Structure Inspection Report**

December 20, 2019
1:39:07pm

County : ST LOUIS District : SL Class : NONSTATBR Bridge : 4320001 | Federal ID : 23777

GENERAL STRUCTURE INFORMATION

[5D] Route :	00000	[41] Structure Status :	P-LOAD POSTED W/RESTRICT
[4] Place Code :	75220 UNIVERSITY CITY CITY	[9] Location :	S O T O R O
[6] Features Intersected :	RVR DES PERES	[22] Owner :	CITY
[7] Facility Carried :	KEMPLAND PLACE	[26] Functional Classification :	ULOCAL
[16] Latitude :	38 40 50.73 (DMS)	[21] Maintenance Responsibility :	CITY
[17] Longitude :	90 21 18.85 (DMS)	[11] Milepoint :	0.10 MILES

AGE AND SERVICE - GEOMETRIC DATA - MATERIAL

[27] Year Built :	1950	[106] Year Reconstructed :	1988
[49] Structure Length :	51 FT.	[51] Bridge Width :	24 FT. 0 IN.
[32] Approach Roadway Width :	30 FT. 0 IN.	[52] Deck Width :	31 FT. 2.4 IN.
[42B] Type of Service Under :	WATERWAY	[28A] Lanes On :	2
[19] Detour Length :	0.62 MILES	[28B] Lanes Under :	0

COMPONENTS	# SPANS	PRED	MATERIAL	CONSTRUCTION
MAIN SERIES	3	X	STEEL	WIDE FLANGE GIRDERS
[107] Deck Type :			REINCONC	CIP
[108A] Wearing Surface :			EPOXPOLYM	EPOXPOLYM
[108B] Membrane :			NOTAPPLIC	NONE
[108C] Deck Protection :			EPOXPOLYM	COATREBAR

AADT INFORMATION

[29] AADT on Structure :	2,100	[30] Year :	2018	[109] AADT Truck :	3 %
[114] Future AADT :	2,835	[115] Year :	2038	[102] Direction of Traffic :	2-WAY TRAFFIC

STRUCTURE POSTING

FIELD POSTING	Problem Code :	Problem Direction Code :
Category : S-3 WEIGHT LIMIT 35 TONS.		
Ton 1 : 35	Ton 2 :	Ton 3 :

APPROVED POSTING		
Category : S-1 NO POSTING REQUIRED		
Ton 1 :	Ton 2 :	Ton 3 :

COMPUTER GENERATED DEFICIENCY AND EVALUATION ITEMS

NOTE: The items listed in this section are updated whenever computer edits are ran on a structure after the inspection updates have been entered in to TMS.

<u>Rated Item</u>	<u>Rating</u>	<u>Rating Date</u>
[Item 67] Structure Evaluation Rating:	5-BETTER THAN MINIMUM	12/24/2013
[Item 68] Deck Geometry Rating:	2-BASICALLY INTOLRBLE REQ	6/6/2002
[Item 69] Underclearance:	N-NOT APPLICABLE	3/1/2002
Sufficiency Rating:	67.8 %	12/24/2013
Deficiency:	FUNCTIONAL	6/6/2002
Funding Eligibility:	PARTIAL	5/29/2019
Estimated New Structure Length:	72 FT.	5/29/2019
Estimated Structure Cost:	\$187,977	5/29/2019
Estimated Total Project Cost:	\$281,965	5/29/2019
Year of Cost Estimate:	2019	5/29/2019

NOTE: The above structure length and cost estimates are computer generated using algorithms in the TMS system. These algorithms are generalized to use NBI items to come up with a new structure length and width to calculate a new area which is taken times a representative cost per square foot. The actual structure size and cost may vary significantly from these numbers once site specific engineering is done.



Missouri Department of Transportation
 Bridge Inventory and Inspection System
 Non-State Structure Inspection Report

December 20, 2019
 1:39:07pm

County : ST. LOUIS District : SL Class : NONSTATBR Bridge : 4320001 1 Federal ID : 23777

****STRUCTURE GENERAL INSPECTION****

[90] Inspection Type: GENERAL [91] Designated Frequency: 24 Inspection Responsibility:
 Inspection Date: 12/3/2019 ** Calculated Frequency: 24 Element Inspection Required: NO
 ** If designated interval is exceeded, then a comment providing justification must be added. Exceeding the interval by more than one month requires Bridge Division approval.

General Inspection Comments

<u>Inspector</u> RYAN SEMAR ZACHARY EVANS	<u>Team Leader</u> X	<u>Organization</u> MODOT MODOT
---	-------------------------	---------------------------------------

****UNDERWATER INSPECTION****

Inspection Category: SHALLOW-WADE [92B] Designated Frequency: 60 Inspection Responsibility: DISTRICT
 Inspection Date: 12/3/2019 **Calculated Frequency: NBI: NO
 ** If designated interval is exceeded, then a comment providing justification must be added. Exceeding the interval by more than one month requires Bridge Division approval.

Underwater Inspection Comments

<u>Inspector</u> RYAN SEMAR ZACHARY EVANS	<u>Team Leader</u> X	<u>Organization</u> MODOT MODOT
---	-------------------------	---------------------------------------

****SPECIAL INSPECTION****

Inspection Category: CHANNEL CROSS SECTIONS [92C] Designated Frequency: 120 Inspection Responsibility:
 Inspection Date: 5/22/2015 **Calculated Frequency: NBI: NO
 ** If designated interval is exceeded, then a comment providing justification must be added. Exceeding the interval by more than one month requires Bridge Division approval.

Special Inspection Comments

<u>Inspector</u> LAURA CAMPBELL MATTHEW GEIGER	<u>Team Leader</u>	<u>Organization</u> MODOT MODOT
--	--------------------	---------------------------------------

****OTHER SPECIAL INSPECTIONS****

Category	Frequency	Calculated Frequency**	Date	Inspection Responsibility	NBI
** If designated interval is exceeded, then a comment providing justification must be added. Exceeding the interval by more than one month requires Bridge Division approval.					



Missouri Department of Transportation
 Bridge Inventory and Inspection System
 Non-State Structure Inspection Report

December 20, 2019
 1:39:07pm

County : ST. LOUIS

District : SL

Class : NONSTATBR

Bridge : 4320001 1

Federal ID : 23777

****GENERAL COMMENTS AND CONDITION RATINGS****

General Comments :

(CAMPBL1, 12/18/2015)--UNIVERSITY CITY: 3-SPAN, (12)MULTI SIZED STRINGERS W/ CONTINUOUS CIP CONC DECK (W/ EPO).

Item 58]--Deck Condition Rating:

6-SATISFACTORY CONDITION

Rating Date: 12/18/2015

Deck Rating Comments

(CAMPBL1, 12/18/2015)-- FEW T-CRACKS WITH EFFLORESCENCE IN LEFT SIDEWALK OVERHANG.

(CAMPBL1, 12/18/2015)--MANY MINOR T-CRACKS AND LT EFFL. & MINOR LEACHING IN BOTTOM OF DECK.

(SEMARR1, 12/18/2019)--EPOXY POLYMER OVERLAY PLACED IN 2002. EPO IN POOR CONDITION,- FEW MINOR T & L CRACKS REFLECTING THRU & MULTIPLE MINOR AREAS STRIPPING

Item 59]--Superstructure Condition Rating:

5-FAIR CONDITION

Rating Date: 12/24/2013

Superstructure Rating Comments

(CAMPBL1, 12/18/2015)--MEDIUM PAINT PEELING

(SEMARR1, 12/27/2017)--GIRDERS OVERCOATED WITH CALCIUM SULFONATE ON 11/2001.

(SEMARR1, 12/18/2019)--SOUTH SPAN, GIRDERS AT SOUTH INT. BENT, TOP FLANGE, RUST.

SOUTH SPAN, GIRDERS 4, 5, 8, 9 AND 10 AT SOUTH ABUTMENT, BOTTOM FLANGE, MOD PACK RUST

NORTH SPAN, GIRDERS 4-10, TOP FLANGE RUST.

NORTH SPAN, GIRDERS 5-12 AT NORTH ABUTMENT, BOTTOM FLANGE, MODERATE PACK RUST.

(SEMARR1, 12/18/2019)--MINOR SECTION LOSS IN GIRDERS 5,6,8,10,11,12 FROM WEST IN WEB AT NORTH ABUT W/ MOD PACK RUST FOR LOWER 3" X 6" LONG.

MODERATE PACK RUST & INT SECTION LOSS IN BOTTOM FLANGE ALL GIRDERS, SOUTH SPAN @ SOUTH ABUTMENT.

INT SECTION LOSS IN LOWER 3" OF WEB @ GIRDER END SOUTH SPAN G4 FROM WEST.

Item 60]--Substructure Condition Rating:

6-SATISFACTORY CONDITION

Rating Date: 12/19/2007

Compass Direction:

SOUTH to NORTH

Substructure Rating Comments

(GEIGEM1, 12/24/2013)--MINOR N ABUT SPALL AT BEARING.

(CAMPBL1, 12/18/2015)--STONE WEB WALLS.

(CAMPBL1, 12/18/2015)--MODERATE VERTICAL CRACK ON SOUTH INTERIOR BENT W/ LT RUST STAINS

(CAMPBL1, 12/18/2015)--FEW MINOR SPALLS W/ REBAR EXPOSED AT S INT BT.

(SEMARR1, 12/18/2019)--UNFORMED REPAIRS TO INTERIOR BENT CAPS - MOD HORIZONTAL CRACKS UNDER BEARING AND MINOR DELAMS IN PATCH AREAS; MINOR RUST STAINS. MINOR SPALLS/DELAMINTIONS.

(SEMARR1, 12/18/2019)--SOUTH ABUTMENT, MINOR DELAMINATIONS AND VERTICAL CRACKS WITH EFFLORESCENCE

Item 61]--Channel Condition Rating:

6-WIDESPREAD MINOR DAMAGE

Rating Date: 12/17/2003

Rating Comments

(GEIGEM1, 12/24/2013)--GRAVEL DEPOSIT UNDER BRIDGE PUSHES CHANNEL AT S INT BT W/ MINOR UNDERMINING OF GROUTED SLOPE.

(GEIGEM1, 02/24/2016)--LARGE CONCRETE BLOCKS & DEBRIS IN CHANNEL CAUSING MINOR FLOW RESTRICTION.



Missouri Department of Transportation
Bridge Inventory and Inspection System
Non-State Structure Inspection Report

December 20, 2019
1:39:07pm

County : ST. LOUIS

District : SL

Class : NONSTATBR

Bridge : 4320001 1

Federal ID : 23777

Item 621--Culvert Condition Rating:

N-NOT APPLICABLE

Rating Date: 03/01/2002

Rating Comments

County = ST. LOUIS and Design_No = 4320001 and District = SL

Page 4

This report contains information that is protected from disclosure by federal law, 23 USC Section 409 and the Missouri Open records Law (Sunshine Act), Section 610.021 RSMo.
Please review MoDOT's policy and procedure manual on the Sunshine Act before releasing any of the information contained herein.

L - 3 - 66



Missouri Department of Transportation
 Bridge Inventory and Inspection System
 Non-State Structure Inspection Report

December 20, 2019
 1:39:07pm

County : ST. LOUIS District : SL Class : NONSTATBR Bridge : 4320001 1 Federal ID : 23777

****APPRAISAL RATINGS****

Item 36A)--Bridge Railing Appraisal: Rating Comments (ALLBRD1, 12/19/2007)--R.C. SAFETY BARRIER	MEETS CURRENT STANDARDS-1	Rating Date: 03/01/2002
Item 36B)--Transition Railing Appraisal: Rating Comments	NOT PROVIDED-0	Rating Date: 03/01/2002
Item 36C)--Approach Railing Appraisal: Rating Comments	NOT PROVIDED-0	Rating Date: 03/01/2002
Item 36D)--Rail End Treatment Appraisal: Rating Comments	NOT PROVIDED-0	Rating Date: 03/01/2002
Item 71)--Waterway Adequacy: Rating Comments	DECK ABOVE FLOOD ELEV	Rating Date: 03/01/2002
Item 72)--Approach Roadway Alignment: Rating Comments (SEMARR1, 12/18/2019)--NO SPEED REDUCTION	8-VERYGOOD	Rating Date: 03/01/2002
Item 113)--Scour Assessment: Type of Scour Evaluation: Rating Comments (SEMARR1, 12/18/2019)--NO SCOUR OBSERVED	8-STABLE FOR CALCULATED	Rating Date: 12/15/2009
Work Comments : (GEIGEM1, 12/24/2013)--FLUSH DECK YEARLY (GEIGEM1, 12/24/2013)--REMOVE GRAVEL DEPOSIT UNDER BRIDGE TO REALIGN CHANNEL. (GEIGEM1, 12/24/2013)--MUDJACK VOID UNDER SIDEWALK AT NW CORNER. (CAMPBL1, 12/18/2015)--REPLACE SILICONE JOINT AT NORTH ABUT LEADING TO RUSTING GIRDER ENDS W/ PREFORMED COMPRESSION JOINT SEAL. (CAMPBL1, 12/18/2015)--CLEAN & PAINT RUSTY WEBS & FLANGES AT GIRDER END. (CAMPBL1, 12/18/2015)--HOT POUR LEAKING DECK/APPR JOINTS @ SOUTH ABUTMENT LEADING TO RUSTING GIRDER ENDS (SEMARR1, 12/18/2019)--CONSIDER NEW EPOXY OVERLAY		

County = ST. LOUIS and Design_No = 4320001 and District = SL



Missouri Department of Transportation
Bridge Inventory and Inspection System
Non-State Structure Inspection Report

December 20, 2019
1:39:07pm

County : ST LOUIS

District : SL

Class : NONSTATBR

Bridge : 4320001 1

Federal ID : 23777



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

NUMBER: <i>For City Clerk Use</i>	NB20221212-01
--------------------------------------	---------------

SUBJECT/TITLE: Centennial Greenway Expansion

REQUESTED BY: Darren Dunkle	DEPARTMENT / WARD Public Works/2.3
--------------------------------	---------------------------------------

AGENDA SECTION: New Business - Resolution 2022-17	CAN ITEM BE RESCHEDULED? No
--	--------------------------------

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager recommends approval of the resolution of support for the expansion of the Centennial Greenway.

FISCAL IMPACT:

AMOUNT: \$0.00	ACCOUNT No.:
-------------------	--------------

FROM FUND:	TO FUND:
------------	----------

EXPLANATION:
Passage of the Resolution would show that the City of University City supports GRG's proposed east-west bicycle and pedestrian trail connection to the Centennial Greenway and encourages GRG to prepare a plan with additional details, including engineer drawings and funding.

STAFF COMMENTS AND BACKGROUND INFORMATION:
At the August 8, 2022 Study Session, the City Council received a presentation from Great Rivers Greenway District (GRG) on a proposed bicycle and pedestrian trail that would connect the Centennial Greenway in Ackert Park to the Centennial Greenway along Interstate 170; The proposed trail would create healthy transportation and recreation options, enhance sustainability, and connect destinations in University City including eight University City Parks, University City High School, Brittany Woods Middle School, Washington University, and commercial and employment centers;

CIP No.	PWST23/25/02.
---------	---------------

RELATED ITEMS / ATTACHMENTS:
1. Resolution of Support

LIST CITY COUNCIL GOALS (S):
Improved Infrastructure and Community Quality of Life and Amenities.

RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose	MEETING DATE: December 12, 2022
---	------------------------------------

RESOLUTION 2022-17

A RESOLUTION SUPPORTING A PROPOSED EAST-WEST BICYCLE AND PEDESTRIAN TRAIL CONNECTION TO THE CENTENNIAL GREENWAY IN UNIVERSITY CITY.

WHEREAS, at the August 8, 2022 Study Session, the City Council received a presentation from Great Rivers Greenway District (GRG) on a proposed bicycle and pedestrian trail that would connect the Centennial Greenway in Ackert Park to the Centennial Greenway along Interstate 170; and

WHEREAS, the proposed trail would create healthy transportation and recreation options, enhance sustainability, and connect destinations in University City including eight University City Parks, University City High School, Brittany Woods Middle School, Washington University, and commercial and employment centers; and

WHEREAS, the City Council, by Resolution 2015-8, adopted the Gateway Bike Plan developed by GRG and partner cities and agencies in St. Louis, St. Louis County and St. Charles County, which connects the St. Louis region with greenways; and

WHEREAS, the City Council, by Resolution 2013-17, adopted the Bicycle and Pedestrian Master Plan of University City, which envisions a community-wide network of trails, walking paths, sidewalks and on-street bicycle facilities; and

WHEREAS, the proposed trail would be in furtherance of said Plans and University City's commitment to providing a bicycle- and pedestrian friendly-environment.

THEREFORE, BE IT RESOLVED that the City of University City supports GRG's proposed east-west bicycle and pedestrian trail connection to the Centennial Greenway and encourages GRG to prepare a plan with additional details, including engineer drawings and funding.

PASSED AND RESOLVED this 12th of December, 2022

Mayor, Terry Crow

ATTEST:

City Clerk, LaRette Reese



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER:
For City Clerk Use NB20221212-02

SUBJECT/TITLE: An Ordinance Imposing An Additional Sales Tax in the Amount of Three Percent on All Tangible Personal Property Retail Sales of Adult Use Marijuana Sold in the City of University City, Missouri, and Providing for the Submission of a Proposition Authorizing Such Tax to the Qualified Voters at the General Municipal Election on April 4, 2023.			
REQUESTED BY: Gregory Rose, City Manager		DEPARTMENT / WARD Administration / All	
AGENDA SECTION:	New Business - Bill 9495	CAN ITEM BE RESCHEDULED?	yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval. Further, that if approved and enacted financing received from the tax would be used for public safety, including educating children on the hazards of marijuana use.			
FISCAL IMPACT:			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: On November 8, 2022, the voters of the State of Missouri approved Amendment 3 to the Missouri Constitution enacting Section 2 of Article XIV of the Missouri Constitution effective December 8, 2022. Section 2.6(5) of Article XIV authorizes University City to impose, by ordinance, an additional sales tax in an amount not to exceed three percent on all tangible personal property retail sales of adult use marijuana sold in University City, subject to approval by voters.			

STAFF COMMENTS AND BACKGROUND INFORMATION: This Bill imposes such an additional sales tax in the amount of three percent and provides for the submission of a proposition authorizing the tax to the qualified voters of University City at the General Municipal Election on April 4, 2023. The tax will take effect if a majority of the votes cast thereon are in favor of the proposition.
--

CIP No.	
RELATED ITEMS / ATTACHMENTS: Bill 9495	

LIST CITY COUNCIL GOALS (5): Public Safety			
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	December 12, 2022

INTRODUCED BY:

DATE:

BILL NO.: 9495

ORDINANCE NO.:

AN ORDINANCE IMPOSING AN ADDITIONAL SALES TAX IN THE AMOUNT OF THREE PERCENT ON ALL TANGIBLE PERSONAL PROPERTY RETAIL SALES OF ADULT USE MARIJUANA SOLD IN THE CITY OF UNIVERSITY CITY, MISSOURI, AND PROVIDING FOR THE SUBMISSION OF A PROPOSITION AUTHORIZING SUCH TAX TO THE QUALIFIED VOTERS AT THE GENERAL MUNICIPAL ELECTION ON APRIL 4, 2023.

WHEREAS, on November 8, 2022, the voters of the State of Missouri approved Amendment 3 to the Missouri Constitution enacting Section 2 of Article XIV of the Missouri Constitution effective December 8, 2022; and

WHEREAS, Section 2.6(5) of Article XIV of the Missouri Constitution authorizes the City of University City, Missouri (City) to impose, by ordinance, an additional sales tax in an amount not to exceed three percent on all tangible personal property retail sales of adult use marijuana sold in the City, subject to approval by voters of the City; and

WHEREAS, the City desires to impose an additional sales tax in the amount of three percent on all tangible personal property retail sales of adult use marijuana sold in the City and to submit a proposition authorizing such tax to the qualified voters of the City at the General Municipal Election on April 4, 2023.

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

Section 1. An additional sales tax in the amount of three percent on all tangible personal property retail sales of adult use marijuana sold in the City of University City, Missouri (City), as authorized by Article XIV, Section 2.6(5) of the Missouri Constitution, is hereby imposed. The tax imposed hereunder shall be in addition to any and all other sales taxes allowed by law.

Section 2. An election is hereby called and ordered to be held on the General Municipal Election day in the City on April 4, 2023, for the purpose of submitting to the qualified voters of the City the following proposition:

PROPOSITION P

Shall the City of University City, Missouri impose an additional sales tax in the amount of three percent on all tangible personal property retail sales of adult use marijuana sold in University City?

Yes

No

If you are in favor of the proposition, place an “X” in the box opposite “Yes.” If you are opposed to the proposition, place an “X” in the box opposite “No.”

Section 3. If a majority of the votes cast on Proposition P by the qualified voters voting thereon are in favor of the proposition, then said additional sales tax in the amount of three percent on all tangible personal property sales of marijuana sold in the City shall be in effect. If a majority of the votes cast on Proposition P by the qualified voters voting thereon are opposed to the proposition, then said additional sales tax in the amount of three percent on all tangible personal property sales of marijuana sold in the City shall not be in effect.

Section 4. Said election shall be held in compliance with all laws.

Section 5. The City Clerk is directed to notify the Board of Election Commissioners of St. Louis County, Missouri of the election and Proposition P prior to 5:00 p.m. on January 24, 2023, as required by law.

Section 6. This ordinance shall take effect and be in full force from and after its passage as provided by law.

PASSED and ADOPTED this 9th day of January, 2023.

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>	NB20221212-03
--------------------------------------	---------------

SUBJECT/TITLE: Ordinance establishing new Ward boundaries - Redistricting			
REQUESTED BY: John L. Wagner		DEPARTMENT / WARD Planning and Development	
AGENDA SECTION:	New Business - Bill 9496	CAN ITEM BE RESCHEDULED?	
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: N/A			
FISCAL IMPACT: N/A			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: Ordinance approving redistricting establishing new ward boundaries based on the 2020 Census.			

STAFF COMMENTS AND BACKGROUND INFORMATION:

CIP No.	
RELATED ITEMS / ATTACHMENTS: A draft ordinance 9496 and a new Ward Map are attached.	

LIST CITY COUNCIL GOALS (S): Encouraging High Quality Growth

RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	December 12, 2022
-------------------------	----------------------------	---------------	-------------------

INTRODUCED BY: _____

DATE: _____

BILL NO.: 9496

ORDINANCE NO.: _____

AN ORDINANCE AMENDING SECTION 100.180 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO WARD BOUNDARIES, BY REPEALING SECTION 100.180 AND ENACTING IN LIEU THEREOF A NEW SECTION TO BE KNOWN AS "SECTION 100.180 WARDS", THEREBY AMENDING SAID SECTION SO AS TO CHANGE THE BOUNDARIES OF THE CITY'S THREE WARDS.

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

Section 1. Chapter 100.180 of the University City Municipal Code, relating to ward boundaries, is hereby amended by repealing Section 100.180 and enacting in lieu thereof a new section to be known as "Section 100.180 Wards", thereby amending said section so as to change the boundaries of the City's three wards; so that said section, as so amended, shall read as follows:

100.180 – Wards.

The City shall be divided into three wards with the boundaries as follows:

A. First Ward. The First Ward shall consist of that portion of the City lying south and west of the following described line: beginning at a point at the eastern limits of the City at the centerline of Delmar Boulevard, thence westwardly along the centerline of Delmar Boulevard to the centerline of Center Drive, thence northwardly along the centerline of Center Drive to the centerline of Stanford Avenue, thence westwardly along the centerline of Stanford Avenue to the centerline of Gay Avenue, thence northwardly along the centerline of Gay Avenue to the intersection of the centerline of Groby Road and the centerline of 81st Street, thence westwardly along the centerline of Groby Road and the centerline of Old Bonhomme Road to the west boundary of 2020 Census Tract 215700, thence northwardly along the west boundary of 2020 Census Tract 215700 to the north boundary of 2020 Census Tract 215802 to the western limits of the City.

B. Second Ward. The Second Ward shall consist of that portion of the City lying north and east of the boundaries of the First Ward, as described above, and lying south of a line described as follows: beginning at a point at the intersection of the eastern City limits and the centerline of Olive Boulevard, thence northwestwardly along the centerline of Olive Boulevard to the center line of 81st Street, thence southwardly along the centerlines of 81st Street and Gay Avenue to the intersection with the centerline of Stanford Avenue, hence eastwardly to the centerline of Center Drive, hence southwardly to its intersection with the centerline of Delmar Boulevard.

C. Third Ward. The Third Ward shall consist of the remaining portion of the City lying north of the northernmost limits of the First and Second Wards, as described above, and south of the northern limits of the City.

Section 2. A map of the three wards is attached hereto and incorporated by reference herein.

Section 3. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED and ADOPTED this _____ day of _____, 2023.

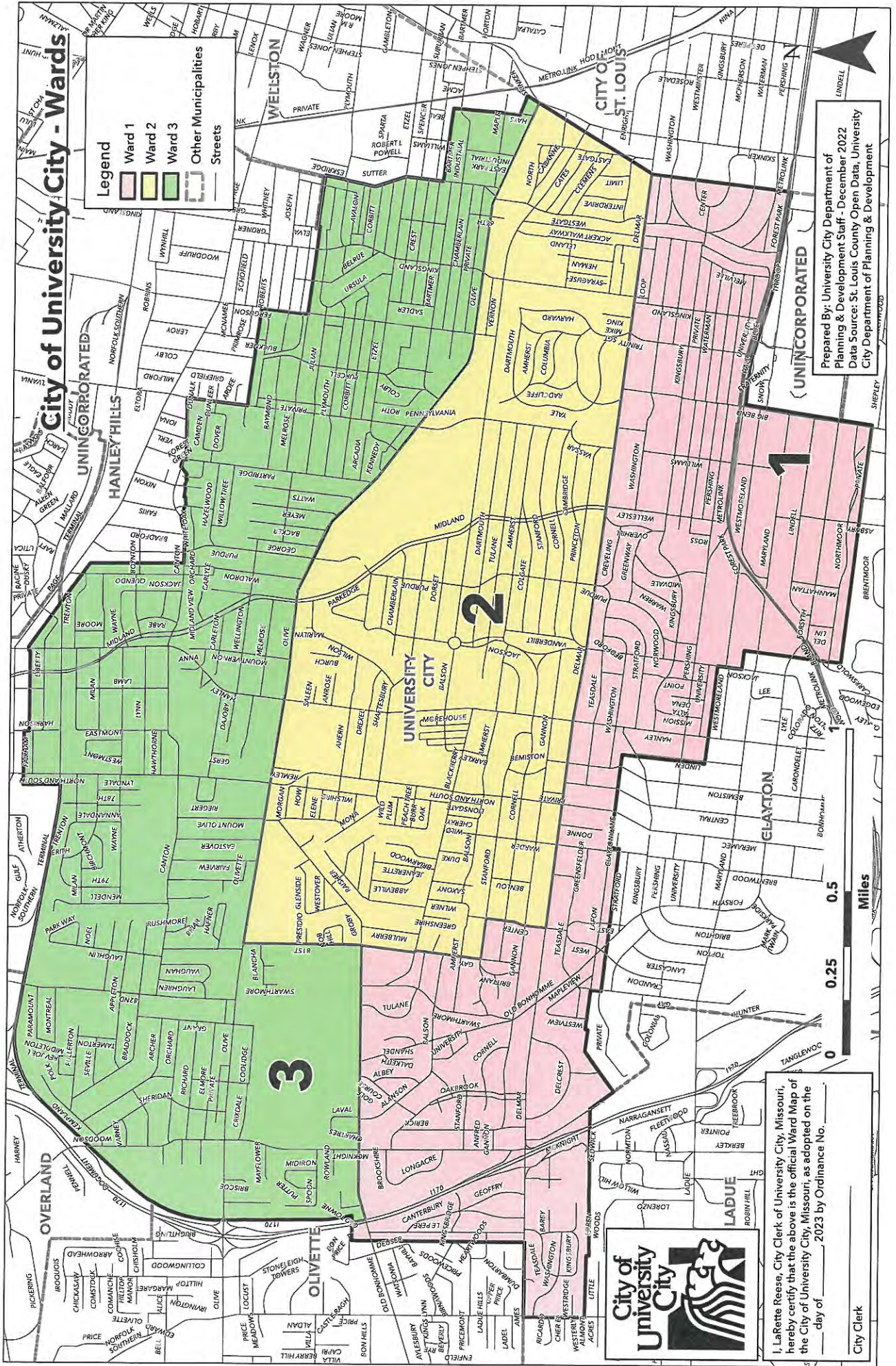
MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



City of University City - Wards

Legend

- Ward 1
- Ward 2
- Ward 3
- Other Municipalities
- Streets

Prepared By: University City Department of Planning & Development Staff - December 2022
 Data Source: St. Louis County Open Data, University City Department of Planning & Development



I, LaRette Reese, City Clerk of University City, Missouri, hereby certify that the above is the official Ward Map of the City of University City, Missouri, as adopted on the _____ day of _____, 2023 by Ordinance No. _____

City Clerk