



MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, June 26, 2023
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS (Acknowledgement)

1. Designation of July as Park and Recreation Month

E. APPROVAL OF MINUTES

1. June 13, 2023 - Study Session Minutes – Façade Improvement Program
2. June 13, 2023 - Regular Meeting Minutes

F. APPOINTMENTS to BOARDS AND COMMISSIONS

None

G. SWEARING IN TO BOARDS AND COMMISSIONS

1. John Tieman was sworn in to the Historic Preservation Commission on June 15, 2023

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. COUNCIL COMMENTS

J. PUBLIC HEARINGS

none

K. CONSENT AGENDA (1 voice vote required)

1. CrowdStrike (Falcon Complete) – Cybersecurity Platform
2. Nissan Leaf Electric Car Purchase (Code Compliance)
3. Public Officials Insurance - Carrier Change

L. CITY MANAGER'S REPORT – (voice vote on each item as needed)

1. Liquor License - 7 Eleven Sales Corporation, dba 7 Eleven Store #20118Q - 8159 Olive Boulevard

M. UNFINISHED BUSINESS (2nd and 3rd readings – roll call vote required)

none

N. NEW BUSINESS

Resolutions (voice vote required)

1. **Resolution 2023-11** - Committed Fund Reserves for Various Funds
2. **Resolution 2023-12** – Fiscal Year 2023-2024 (FY24) Budget and FY2024-2028 Capital Improvement Program

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

3. **Bill 9516** - AN ORDINANCE VACATING AND SURRENDERING A PUBLIC ALLEY LOCATED AT OR NEAR 6322 BARTMER INDUSTRIAL DRIVE.
4. **Bill 9517** - AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN FROM AND AFTER JULY 10, 2023, AND REPEALING ORDINANCE NO. 7228.

O. 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

P. CITIZEN PARTICIPATION (continued if needed)

Q. COUNCIL COMMENTS

R. EXECUTIVE SESSION (roll call vote required)

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.

S. ADJOURNMENT

The public may also observe via:

Live Stream via YouTube:

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

Posted 23rd day of June, 2023

LaRette Reese,
City Clerk, MRCC



**PROCLAMATION
OF THE
CITY OF UNIVERSITY CITY**

Designation of July as Park and Recreation Month

WHEREAS; parks and recreation programs are an integral part of communities throughout this country, including University City; and

WHEREAS; our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS; parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS; parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS; the City of University City purchased the property in October 2003 in order to preserve it; and

WHEREAS; parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS; our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS; the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS; University City recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, the City Council of University City in the State of Missouri, on behalf of the people in University City, do hereby recognize the month of July as Park and Recreation Month in the City of University City.

WHEREOF, we have hereunto set our hands and caused the Seal of the City of University City to be affixed this 26th day of June, in the year Two Thousand and Twenty-three.

SEAL

Councilmember Aleta Klein

Councilmember Steve McMahon

Councilmember Jeff Hales

Councilmember Bwayne Smotherson

Councilmember Dennis Fuller

Mayor Terry Crow

Councilmember Stacy Clay

ATTEST _____
City Clerk, LaRette Reese

STUDY SESSION
Façade Improvement Program
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Tuesday, June 13, 2023
6:00 p.m.

AGENDA

1. MEETING CALLED TO ORDER

At the Study Session of the City Council of University City held on Tuesday, June 13, 2023, Mayor Terry Crow, called the meeting to order at 6:00 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 Bwayne Smotherson
Councilmember Dennis Fuller

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr., and Deputy City Manager, Brooke Smith

2. CHANGES TO THE REGULAR AGENDA

No changes were requested to the regular meeting agenda.

3. FAÇADE IMPROVEMENT PROGRAM

Mr. Rose asked Council to receive an overview of the Façade Improvement Program from Deputy City Manager Brooke Smith.

Ms. Smith state the program was created in 2015 and funded by the Economic Development Retail Sales Tax Fund (EDRST). Applicants can receive a matching grant of up to \$15,000 to rehabilitate commercial building facades. Per the current contract applicants are responsible for properly maintaining the improvements for 5 years. And they shall not enter into any agreement or take any steps to alter, change, or remove the improvements for 5 years.

Vacant Buildings:

The current policy does not prohibit funding for vacant buildings.

Ms. Smith presented the following options for consideration:

- **Option 1: Vacant Buildings are ineligible**
 - Suggested Language: *Must be an active and operational business prior to [insert date].*
Vacant buildings are ineligible
- **Option 2: Vacant Buildings eligible if applicant can prove intent to occupy**
 - Suggested Language: *Building must be currently occupied by compliant business. If not currently occupied, applicant must show proof of intent to occupy and/or lease the property to a compliant business. Business must occupy the improved building within 60 days of façade work completion*
- **Option 3: Vacant buildings are eligible**

Mixed Use:

The current policy does currently distinguish between 100% commercial properties and mixed-use properties. The current language reads “The program is open to all commercially and industrially zoned areas in University City.”

Ms. Smith presented the following options for consideration:

- **Option 1: No Mixed-Use**
 - Suggested Language: *Property must be zoned as one of the following:*
GC – General Commercial
IC – Industrial Commercial
CC – Core Commercial
LC – Limited Commercial
Buildings serving a residential use are ineligible.
- **Option 2: Reduced Award for Mixed-Use**
 - Add a provision that caps the award at a lesser amount of mixed-use (for example, mixed-use eligible for \$10,000 instead of \$15,000)
- **Option 3: No change to current language**

Other Proposed Changes to Consider:

- Limit how many grants may be given to one building
 - One grant every three years
- Require proof of current property and casualty insurance
- Require work to commence within 60 days and must be completed within 1 year or grant funds revoked

As reference, Ms. Smith reviewed other policies which included:

St. Louis Economic Development Partnership, Edwardsville, IL
St. Louis Development Corporation, Hanover Park, IL
Dutchtown Main Streets, O’Fallon, IL
Maryville, MO

Councilmember Smotherson stated that he agreed that there should be time limits for when the work is started and completed, but he does not think sixty days is enough time for work to commence. He agreed that the project should be completed within one year.

He stated he prefers Option 1 for Mixed Use and also Option 1 for Vacant Buildings

Councilmember Hales stated that he does not believe that security systems constitute façade improvement and should not be eligible under this program.

- Q.** Is there is limit of the number of grants given to the same business/owner?
A. There is currently no limit.

He stated he would like to understand who actually owns the LLC. He would like to greater advertisement to obtain new applicants. He is okay with the Mixed-Use policy, maybe review the square footage requirement. He recommends the EDST Board and Council have the opportunity to review every application going forward.

Councilmember Klein posed the following question:

Q. What are the expectations of the business owners and who will monitor for compliance?

A. *Currently the expectation is that the business owner will maintain the improvements for five years and they cannot enter any agreement that would alter the improvements. The Economic Development team will oversee the projects*

Councilmember Fuller stated that he was in favor the changes and asked if the changes would apply to the current applicants?

A. *Staff recommends any changes not be applied retroactively as those applicants submitted their documents in good faith under the program as it is currently written.*

Mayor Crow stated that 60 days to begin work might be difficult given the challenges with contractors and supply issues. He stated the Mixed-Use building should be allowed otherwise we cut out most of the business in the Loop. He stated staff may face some challenges as many owners have multiple LLC's.

Councilmember Smotherson stated is okay with allowing Mixed-Use buildings. He believes security systems should be removed and he is against allowing vacant buildings to qualify.

Ms. Smith stated that her understanding is that Council desires to strengthen the contract and allow vacant buildings with conditions.

Mr. Rose reminded Council that the policy applies to the whole city.

City Attorney Mulligan agreed that a timeline would be good, and extensions could be allowed.

Mayor Crow thanked Ms. Smith for her presentation.

4. ADJOURNMENT

Mayor Crow adjourned the Study Session at 6:26 p.m.

LaRette Reese
City Clerk, MRCC

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B. ROLL CALL

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Councilmember Stacy Clay; *(excused)*
Councilmember Aleta Klein
Councilmember Steven McMahon
Councilmember Jeffrey Hales
Councilmember Bwayne Smotherson
Councilmember Dennis Fuller

Also in attendance were City Manager, Gregory Rose; and City Attorney, John F. Mulligan, Jr.

C. APPROVAL OF AGENDA

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

D. PROCLAMATIONS - (Acknowledgement)

None

E. APPROVAL OF MINUTES

1. May 8, 2023, Study Session Minutes – MSD, was moved by Councilmember McMahon, it was seconded by Councilmember Fuller, and the motion carried unanimously.
2. May 8, 2023, Regular Meeting Minutes was moved by Councilmember Smotherson, it was seconded by Councilmember McMahon, and the motion carried unanimously.
3. May 22, 2023, Regular Meeting Minutes was moved by Councilmember Smotherson, it was seconded by Councilmember Hales, and the motion carried unanimously, with the exception of Mayor Crow who was absent.

F. APPOINTMENTS TO BOARDS AND COMMISSIONS

None

G. SWEARING IN TO BOARDS AND COMMISSIONS

None

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Procedures for submitting comments for Citizen Participation and Public Hearings:

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Tom Sullivan, 751 Syracuse, U City, MO

Mr. Sullivan stated streetlights are still out in the alley between Kingsland and Syracuse; the same area where a student was sexually assaulted; and numerous shots were fired a year ago. It's surprising how indifferent City Hall is to resolve issues with these dark allies and streets that can put citizens and police officers at risk.

Things continue to get worse in The Loop while the City remains obsessed with Costco. Blick Art Materials, one of its largest tenants, has finally closed. Across the street, Sneaker Perfection is having a moving sale, and Lucy's Bar & Grill and T-Mobile are now closed. Cicero's will be closed for six years this month and that space is still vacant.

Mr. Sullivan stated that there's a saying that Councilmember McMahon does not believe in following; *"When you find yourself in a hole, stop digging"*. At the April 24th Council meeting, he made several false statements and since that time he has been trying to twist and turn what he said, which has resulted in him only digging a deeper hole. Councilmember McMahon claims;

- That I was a supporter of Jerrold Tiers when all I said was that he should have been allowed to make his presentation for the position of Ward 2 Alderman without Councilmember McMahon trying to imitate Perry Mason;
- That I said the Bar Association was investigating members of Council;
- That I said the Attorney General was investigating members of Council;
- That I said members of Council were being investigated by the FBI; and
- That all of these statements resulted in someone driving through his neighborhood telling folks that the FBI was out to get him and putting his family and neighbors in danger.

But the truth of the matter is that Councilmember McMahon has been unable to validate any of his bizarre claims. Therefore, Mr. Sullivan stated he would contend that Councilmember McMahon's accusations have no credibility, and neither does he. Thank you for listening to my comments.

Michael Rippe, 526 Kingdel, U City, MO

Mr. Rippe stated he lives directly across from the large apartment building being built at 170 and Delmar. And while he is a fan of the impact this development can have on the area, residents are suffering during the construction phase of this project. Five days a week work commences shortly after 6 a.m., rather than the agreed-upon time of 7 a.m. There is only a 6-foot easement; however, some of the subcontractors have dug 15 feet from the street in the middle of every house on the block without authorization. And today, they dug directly on top of a 200-foot oak tree. An arborist is coming tomorrow to assess the damage to this beautiful historic tree, but at this point, he feels as though his calls to the police about how their street is being damaged have simply become annoying.

Jerrold Tiers, 7345 Chamberlain, U City, MO

Mr. Tiers stated during the recent interviews to replace a member of Council several Councilmembers strongly emphasized their desire to provide the public with accurate information and transparency. And while he certainly agrees that the City has an obligation to provide the facts to its citizens, and to be transparent, in his opinion, this governing body is not doing a very good job.

The City sent out a large and expensive flyer on Prop F, and instead of providing facts that would allow citizens to make an informed decision, it contained sensory language and imagery designed to evoke an emotional appeal. Remarkably, it was fact-free, and the only useful number it provided pertained to the 85-million-dollar pension deficit. It merely directed citizens who craved more information to attend meetings or read online resources. Yet, the meeting he attended provided very little information and the online resources were useless. He stated these actions replicate the same procedures utilized for votes taken on the Costco project and street repairs, several years ago. Even the Bills being introduced and voted on during Council's meetings only contain the required legal description; which oftentimes is minimal and confusing. Citizens must search online to first find Council's packet; since no link is provided, and then read each Bill to learn what it relates to.

Mr. Tiers stated this pattern of failing to disclose pertinent information about upcoming proposals and projects is unacceptable. Why should citizens have to search for facts that rightfully should be disclosed to them? Real transparency should include a simple statement of facts and/or figures' explaining how much money is involved; where the money is coming from; how the expenditure will accomplish the desired results; and how it can be traced in the budget.

He stated although he understands that providing the least possible information has become the norm in most cities, it does not forgo their duty to provide the plain facts to citizens when their votes are being requested or large expenditures are being proposed. Such information does not overwhelm a concerned citizen and those folks that are not interested in the details don't have to read them. So, if it truly is Council's desire to provide the facts and be transparent, then he would suggest that a good first step would be to include a simple explanation with each Bill stating its intended purpose.

Mayor Crow welcomed Kena Dean, Secretary to the City Manager, to tonight's meeting.

I. COUNCIL COMMENTS

J. PUBLIC HEARINGS

1. Liquor License for 7-Eleven Sales Corporation, d/b/a 7-Eleven Store #20118Q - 8159 Olive Boulevard. 63130.

Mayor Crow opened the Public Hearing at 6:44 p.m., and after acknowledging that there were no written or verbal comments, the hearing was closed at 6:44 p.m.

2. FY24 Proposed Annual Operating Budget and Capital Improvement Projects

Mayor Crow opened the Public Hearing at 6:45 p.m., and after acknowledging that there were no written or verbal comments, the hearing was closed at 6:45 p.m.

K. CONSENT AGENDA - (1 voice vote required)

1. Greens Mower Agreement

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

L. CITY MANAGER'S REPORT - (voice vote on each item as needed)

1. Liquor License for 7-Eleven Sales Corporation, d/b/a 7-Eleven Store #20118Q - 8159 Olive Boulevard, 63130.

Mr. Rose stated staff is recommending that Council consider the approval of a Liquor License for the 7-Eleven Store located at 8159 Olive Boulevard.

Councilmember Smotherson stated since this represents a significant change for this popular neighborhood store, he would ask that the application be tabled until the next meeting so that he can make sure his colleague and the residents on 82nd Street are aware of this action and have no major objections.

He stated personally, he has never known there to be any problems at this store, and it has always been well-maintained.

Mayor Crow asked if there had been a change in ownership or if the current owner had simply made this decision to remain competitive?

Mr. Rose stated he was not aware of a change in ownership. However, since the Applicant is not present to answer the Mayor's question, he had no problem honoring Councilmember Smotherson's request to table.

Mayor Crow stated while he may be making an incorrect assumption about the reason for this request, he would note for the sake of protocol, that there is no motion on the floor.

Mr. Rose stated he intends to place this on the agenda for the next Council meeting.

Mayor Crow suggested that the Applicant be informed of the need to be in attendance. Mr. Rose stated that staff would so advise the Applicant.

Mayor Crow then asked Mr. Rose if it would be appropriate for the Library Director, Patrick Wall, to provide an update on the Library's upcoming events? Mr. Rose stated that it would be.

Mr. Wall stated he has been involved in an ongoing series of events and would like to apologize for his delay in providing Council with this report. The Library will be closed on the following dates:

- June 18th for Father's Day;
- June 19th for Juneteenth, and
- From June 20th through the 25th to accommodate their move from 6900 to 6701

He stated the hope is that everything will go as planned, and they will be able to hold a soft opening on June 26th. Unfortunately, the elevator and some of the shelving were impacted by the recent floods, so the grand opening has been delayed until late October or early November. But he would like to invite Council, Mr. Rose, and his staff, to tour the building next week. Mr. Wall thanked the entire community for their patience during the Library's transition.

Mayor Crow thanked Mr. Wall for the courtesy of providing this impromptu update.

M. UNFINISHED BUSINESS - (Roll call vote required for 2nd and 3rd readings)
None

N. NEW BUSINESS
Resolutions - (voice vote required)
None
Bills - (No vote required for introduction and 1st reading)
None

O. COUNCIL REPORTS/BUSINESS

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

Councilmember Smotherson reported that while the Arts & Letters Commission's first two Starlight Concerts were a huge success, they highlighted some specific issues associated with hosting these kinds of events in the park.

- The importance of keeping the field lights on throughout the event and until all of the concert-goers have exited the park;
- The antiquated stage, which is not ADA accessible, and
- The need for a paved parking lot to prevent people from parking everywhere and blocking other vehicles

That said, Councilmember Smotherson stated the next concert is scheduled for this coming

Monday and he would encourage everyone to come out and participate.

Mayor Crow stated social media posts and videos of the concerts were absolutely incredible. And equally as exciting was the publicity and photos promoting Mannequins in The Loop, which was the best he can ever remember seeing. Audrey does an amazing job with this project, so he hopes everyone got a chance to see it.

He stated on a personal note, he genuinely appreciates staff's effort to display rainbow lights at City Hall during the month of June.

Councilmember Fuller stated he is excited to report that following the Study Session with MSD, the Stormwater Commission was successful in arranging a trip with MSD employees to look at some of the issues identified during that session.

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

P. CITIZEN PARTICIPATION - (continued if needed)

Q. COUNCIL COMMENTS

R. EXECUTIVE SESSION - (Roll call vote required)

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,(13) Individually identifiable personnel records, performance ratings or records pertaining to employees.

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

Roll Call Vote Was:

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

Nays: None.

S. ADJOURNMENT

Mayor Crow thanked everyone for their attendance and closed the Regular City Council meeting at 6:57 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 7:59 p.m.

LaRette Reese,
City Clerk, MRCC

From: Mike Rippe <mikerippe1609@gmail.com>
Sent: Monday, June 12, 2023 6:54 AM
To: Council Comments Shared
Subject: Public Comments for meeting tue

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

Hello, my name is Mike Rippe and I live at 526 kingdel dr. 63124, directly across from the apartment building going in a 170- and Delmar. I have a small child who is 4 years old and they start construction as early as 6am. I have called to get some answers from the police, they told me this morning they may have permits allowing them to start construction before the law allows at 7am. I have a problem with that, my family can not get a good sleep with construction sounds at 6am waking the entire house.

Secondly, there is a terrible eyesore, and they have only put up barriers on half the job site, I'm curious how they decided where to do that.

Third, the construction has spilled onto my street, I understand getting the infrastructure for the building is quite the task, but my understanding by the survey I have seen there's a 6 foot utility easement. The 3 houses next to me have access holes drilled in the middle of their yards well over the 6 feet allowed.

Condition of our street after construction. Our street on kingdel has been torn up every way, is there a plan to fix it to how it was before this construction?

Thank you! I will be present at the meeting.

Thanks
Mike Rippe

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Jerrold Tiers

7345 Chamberlain

In the recent interviews for appointment of a replacement councilmember, several councilmembers strongly emphasized "having correct information", "facts", and "transparency". I certainly agree. The City has an obligation to provide the facts needed for citizens to evaluate large projects, bond issues, tax changes, bills, etc.

So, how is University City government doing with "transparency", with providing the "facts"? Unfortunately, not very well, so far. Let's look first at "Prop F", since that is both recent, and also targeted to be brought to the voters again next year, per Mr. Rose's list of goals which was presented a few months ago.

For Prop F, a tax increase, the City sent out a large and expensive flyer to voters. That was the obvious place to provide the plain facts and allow citizens to make an informed decision. However, that was not done.

The flyer contained hardly any information. It was remarkably "fact-free". The only useful number given was the 8.5 million dollar pension deficit amount. There was not even a figure for how much money the tax was expected to raise, which is the most basic number needed. The flyer had general statements, fancy graphic design, and what I would term an "emotional appeal" style instead of actual plain facts. That is not transparency.

Instead, the flyer directed citizens to come to meetings and ask questions, or to read unhelpful on-line resources. The meeting I went to provided very little information, mostly just restating what was in the flyer.

That is becoming a pattern, where the City will not make any statements about proposals or projects, but rather steers people to consultant reports, or complex legal documents and contracts. Bills being voted on are described only by the required minimum legal description. Citizens must search on-line, find, and read the full Council packet to learn what the bills really relate to. There is not even a link provided to the full packet.

It is not acceptable to make citizens find and search dense legal documents to get facts which should be plainly and publicly disclosed. Those documents "technically" provide the legal minimum disclosure, but in reality can confuse more than they explain. The legal minimum description of a bill does not even give its purpose.

This minimum disclosure is not transparency. It is just the least possible information that can be given out.

Real transparency in these matters should include a simple statement of facts and figures, clearly explaining how much money is involved, where the money comes from, how it is spent, how the spending accomplishes the desired results, and how the money can be traced in the budget. Bills before Council need simple descriptions.

I am not bashing the current council. This lack of facts is a tradition in cities, and not just in University City. The street repair vote of several years ago wasn't better, nor was the "Costco project", which apparently confused even the Council members at the time, let alone the citizens, despite many public meetings.

The City, I believe, has both the ability, and the duty, to provide the plain facts and numbers to citizens when their votes are requested on money matters, and when large projects or expenditures are involved. Such information will not overwhelm or confuse citizens, citizens are generally smart, and people who don't want to read the details do not have to. Likewise, a short statement of what a bill is about can and should be given at each reading. That would improve transparency and accountability in government, and seem to violate no laws.

This council has recently emphasized "facts", "correct information" and "transparency". Presumably that means this Council intends to take transparency seriously by, among other things, clearly explaining the supporting facts, reasons, numbers, plans, etc. for all large projects and ballot proposals, and briefly stating what each bill before Council is actually about in addition to reading the legally required minimum description. That will be a good first step toward true "transparency". The sooner it comes, the better.



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

NUMBER: <i>For City Clerk Use</i>	CA20230626-01
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SUBJECT/TITLE: CrowdStrike (Falcon Complete)			
REQUESTED BY: Rajaye Smith		DEPARTMENT / WARD Administration - IT	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	No
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval of the proposed purchase of the CrowdStrike-Falcon Complete			
FISCAL IMPACT: The city's General Fund - I.T. Technology Services line item would be decreased by \$34,316.55			
AMOUNT:	\$34,316.55	ACCOUNT No.:	01.18.11.6560
FROM FUND:	General Fund - I.T. Technology Services	TO FUND:	
EXPLANATION: CrowdStrike is a fully managed cybersecurity platform. It has the inclusion of Incident Response and Impersonation Protection. The system monitors, detects, prevents, and remediates all possible security threats through a multi-layered system of protection that is monitored 24/7/365 by a live Security Operations Center.			
STAFF COMMENTS AND BACKGROUND INFORMATION: The city currently uses ESET Protect for Cybersecurity and Antivirus Protection. ESET has protected the city's data, however, we are witnessing around the close attacks in various municipalities across the county, some that are very close to University City. Our current protection does not include Incident Reponse and Impersonation Protection or around the clock monitoring, detection, prevention, and remediation. Crowdstrike - Falcon Complete includes all three components and specializes in the protection of government entities.			
CIP No.			
RELATED ITEMS / ATTACHMENTS: SHI International Quote - CrownStrike (Falcon Complete)			
LIST CITY COUNCIL GOALS (S): Improved Infrastructure (Information Technology)			
RESPECTFULLY SUBMITTED:	City Manager, Gregrory Rose	MEETING DATE:	June 26, 2023



Pricing Proposal
Quotation #: 23477616
Created On: 5/16/2023
Valid Until: 6/15/2023

MO-City of University City

Thomas Baker

University City, MO 63130
United States
Phone: 314.505.8616
Fax:
Email: tbaker@ucitymo.org

Inside Account Executive

Mike Moran

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-584-8356
Fax:
Email: mike_moran@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Falcon Complete with Threat Graph Standard (Up to 299 Endpoints) CrowdStrike - Part#: CS.FCSSD.SOLN.12M	1	\$30,538.77	\$30,538.77
2 Insight (Up to 299 Endpoints) CrowdStrike - Part#: CS.INSIGHTB.SOLN.T2.12M	1	\$0.00	\$0.00
3 Prevent (Up to 299 Endpoints) CrowdStrike - Part#: CS.PREVENTB.SOLN.T2.12M	1	\$0.00	\$0.00
4 Discover (Up to 299 Endpoints) CrowdStrike - Part#: CS.DISCB.SOLN.T2.12M	1	\$0.00	\$0.00
5 Falcon Complete (Up to 299 Endpoints) CrowdStrike - Part#: CS.FALCOMPS.SVC.12M	1	\$0.00	\$0.00
6 Overwatch (Up to 299 Endpoints) CrowdStrike - Part#: CS.OWB.SVC.T2.12M	1	\$0.00	\$0.00
7 Threat Graph Standard (Up to 299 Endpoints) CrowdStrike - Part#: CS.TGB.STD.12M	1	\$0.00	\$0.00
8 Falcon Complete: Complimentary CID CrowdStrike - Part#: CS.FALCOMPNBC.SOLN.12M	1	\$0.00	\$0.00
9 University LMS Subscription New Customer Access Pass CrowdStrike - Part#: RR.PSO.ENT.NCAP.12M	2	\$0.00	\$0.00
10 Express Support CrowdStrike - Part#: RR.HOS.ENT.EXPS.12M	1	\$3,777.78	\$3,777.78
Total			\$34,316.55

Additional Comments

This CrowdStrike order is non-cancellable and non-refundable

Please note: additional manufacturer terms and conditions may apply. Your inside sales team will reach out to you with updates as needed.

The following bullets apply to all CrowdStrike items on this quote:

Your use of the products and services is governed by the end user terms and conditions located at:
<https://www.crowdstrike.com/terms-conditions> unless you and CrowdStrike have otherwise executed a different agreement

For the avoidance of doubt, SHI is not a party to the OEM Agreement, nor responsible for any terms of the OEM Agreement

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



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

NUMBER: <i>For City Clerk Use</i>	CA20230626-02
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SUBJECT/TITLE:

Request to purchase a replacement Nissan Leaf electric car for the Code Compliance team.

REQUESTED BY:

John L. Wagner

DEPARTMENT / WARD

Community Development/All

AGENDA SECTION:

Consent

CAN ITEM BE RESCHEDULED?

Yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends approval of the purchase.

FISCAL IMPACT:

The new electric car will cost approximately \$22,000. We are receiving the same amount from the insurance company for the loss of the car.

AMOUNT:

\$21,990.99

ACCOUNT No.:

01.45.40.8130

FROM FUND:

General Fund Reserves

TO FUND:

General Fund

EXPLANATION:

N/A

STAFF COMMENTS AND BACKGROUND INFORMATION:

This is a request to purchase a replacement Nissan Leaf electric car for the Code Compliance team. We have a fleet of six (6) vehicles for the Inspectors and Code Compliance officers to use. One of them was damaged during the flood last July, and was considered a total loss.

CIP No.

RELATED ITEMS / ATTACHMENTS:

Information about all three Nissan Leafs that I considered is attached as well as a short Memorandum that explains the rationale for my choice of which vehicle to purchase.

LIST CITY COUNCIL GOALS (S):

Public Safety, Prudent Fiscal Management

RESPECTFULLY SUBMITTED:

City Manager, Gregorory Rose

MEETING DATE:

June 26, 2023



MEMORANDUM

TO: Gregory Rose, City Manager
FROM: John L. Wagner, Ph.D.
DATE: June 21, 2023
SUBJECT: Nissan Leaf – Replacement Purchase

I've been researching the cost of replacing the Nissan Leaf electric car that we lost in the flood last July. I've attached cost and mileage information for three vehicles, along with my recommendation for which one to purchase.

1. A 2020 Nissan Leaf SV Hatchback from Napleton Nissan. The car has 24,131 miles and the market price for the car is \$22,405. (*Interestingly, the car cost more if we don't finance it.*) I was able to work with the Napleton Sales Staff bring the cost down to \$21,990.99. The car is silver, matching one of the other Leafs we already have.
2. A 2020 Nissan Leaf SV Plus Hatchback, also from Napleton Nissan. The car has 29,987 miles and a market price of \$24,467. The color of the car is Gun Metallic.
3. A 2017 Nissan Leaf SV from Honda Frontenac. The car has 31,182 miles and a market price of \$14,740. The color of the car is black.

I recommend we purchase the 2020 Nissan Leaf SV Hatchback from Napleton Nissan, outlined in #1 above, for the following reasons:

1. The car detailed in #2 (Nissan Leaf SV Plus) has more miles than the car in #1 and is more expensive. Perhaps the "Plus" nature of the automobile adds a few bells and whistles that we really don't need.
2. While the 2017 car in #3 is less expensive than the car in #1, with only approximately 7K more miles, I did not like how many miles the car would travel on a full charge – only about 95 to 100 miles. As the car is a bit older, the battery may be showing signs of aging. Batteries are expensive in these cars. The car in #1 would get about 120-130 miles per charge with the existing battery.
3. We found out last week that we will be receiving \$21,995 from the insurance company for the lost car. And I was able to talk the Napleton Sales Staff down to \$21,990.99. So, we would not have to pay any more from City funds than we are receiving from insurance.

Accordingly, I request the City Council's approval to purchase a 2020 Nissan Leaf SV Hatchback for \$21,990.99.

I would be happy to answer any questions you may have before the City Council on June 26, 2023, or during the meeting, should Council members have any questions.



SALES: (314) 269-1682

2020 Nissan LEAF SV Hatchback



Detailed Pricing

KBB Value **\$22,405**Price **\$21,480**Call Us **(314) 269-1682**

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123 mpg
City

99 mpg
Hwy



Mileage : 24,131 Miles
Stock # : PJD03362
VIN : 1N4AZ1CP8LC311838



Exterior Color : Brilliant Silver
Interior Color : BLACK

Dealer Notes

Clean CARFAX.

2020 Nissan Leaf SV

Nissan Certified Details:

- * Roadside Assistance
- * Transferable Warranty
- * Plus 1 Year Pre-Paid Maintenance Included.
- * 167 Point Inspection
- * Limited Warranty: 84 Month/100,000 Mile (whichever comes first) from original in-service date
- * Warranty Deductible: \$100
- * Vehicle History



SALES: (314) 269-1682

2020 Nissan LEAF SV PLUS Hatchback

Want to know what **YOUR** trade is worth?
We'll give you a **REAL** offer, not a 'book value'!

TRADE-IN VALET

[CLICK HERE](#)

Detailed Pricing

KBB Value **\$24,467**Price **\$23,990**

Call Us (314) 269-1682



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114 mpg
City

94 mpg
Hwy



Mileage : 29,987 Miles
Stock # : PJD03481
VIN : 1N4BZ1CP6LC309154



Exterior Color : Gun Metallic
Interior Color : BLACK

Dealer Notes

Clean CARFAX. Recent Arrival!

2020 Nissan Leaf SV Plus APPLE CARPLAY/ANDROID AUTO, AUXILIARY AUDIO INPUT, KEYLESS ENTRY, BACK UP CAMERA, SATELLITE RADIO, *CLEAN VEHICLE HISTORY - NO ACCIDENTS*, *ONE OWNER*, 17" Alloy Wheels, 8-Way Power Driver Seat w/2-Way Lumbar, Alloy wheels, AM/FM radio: SiriusXM, Auto High-beam Headlights, Auto-Dimming Inside Mirror, Electronic Parking Brake (EPKB), Front Bucket Seats, Front fog lights, Intelligent Around View Monitor (I-AVM), Intelligent Cruise Control, Intelligent Driver Alertness (I-DA), LED Headlights, LED



About 

Cash

\$13,990

TEXT US

Text Me a Quote

 Text Link



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

NUMBER: <i>For City Clerk Use</i>	CA20230626-03
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SUBJECT/TITLE:

Public Officials Insurance - Carrier Change

REQUESTED BY:

Amy Williams

DEPARTMENT / WARD

Human Resources

AGENDA SECTION:

Consent

CAN ITEM BE RESCHEDULED?

Yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

This year QBE dropped all municipal partnerships and coverage for Public Officials Insurance. The notice of non-renewal is included. The City Manager recommends accepting the proposal from Lexington, also included.

FISCAL IMPACT:

Lexington Premium: \$111,173+\$500 fee = \$111,673 - former QBE Premium: \$99,059+\$500 fee = \$99,559
25% Minimum Earned Premium with fee fully earned: Carrier: Lexington Insurance Carrier (Non-Admitted Carrier) AM Best Related: A (Excellent) XV
Limit: \$2,000,000 per claim/\$2,000,000 annual aggregate; Lexington Deductible: \$150,000 Professional/Employment Practices Liability

AMOUNT:

0

ACCOUNT No.:

NA

FROM FUND:

General Fund – 01

TO FUND:

General Fund – 01

EXPLANATION:

The City Manager recommends approval of Lexington for our Public Officials insurance.

STAFF COMMENTS AND BACKGROUND INFORMATION:

Coverage highlights are included in the packet.

CIP No.**RELATED ITEMS / ATTACHMENTS:**

Notice of Non-renewal from QBE and Lexington Proposal highlights

LIST CITY COUNCIL GOALS (S):

Prudent Fiscal Management

RESPECTFULLY SUBMITTED:

City Manager, Gregorory Rose

MEETING DATE:

June 26, 2023

NOTICE OF CANCELLATION, NONRENEWAL OR DECLINATION OF INSURANCE

(Missouri)

NAME AND ADDRESS OF INSURANCE COMPANY: QBE Specialty Insurance Company (QBESIC)
55 New York NY 10041

NAME AND ADDRESS OF INSURED: City of University City
Attn: Amy Williams
6801 Delmar Blvd University City MO 63130

KIND OF POLICY: Public Officials & Employment Practices Liability	
POLICY/APPLICATION/BINDER NO.: QPO01143-02	
EFFECTIVE DATE OF NOTICE: 7/1/2023 (DATE)	12:01 AM (HOUR-STANDARD TIME AT THE ADDRESS OF THE INSURED)
DATE OF MAILING: 4/18/2023	

(Applicable item marked "X")

Cancellation	<input type="checkbox"/> You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that your insurance will cease at and from the hour and date mentioned above. <input type="checkbox"/> Reason for cancellation: NONPAYMENT OF PREMIUM. THIS POLICY IS CANCELLED EFFECTIVE AT THE DATE AND TIME INDICATED IN THIS NOTICE. THIS IS THE FINAL NOTICE OF CANCELLATION WE WILL SEND PRIOR TO THE EFFECTIVE DATE AND TIME OF CANCELLATION INDICATED IN THIS NOTICE. See the "Important Notices" section for other information that may apply.
	<input type="checkbox"/> You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that your insurance will cease at and from the hour and date mentioned above for the reason(s) stated in the "Important Notices" section. See the "Important Notices" section for other information that may apply.
Premium Adjustment	<input type="checkbox"/> Premium adjustment will be returned in accordance with Missouri law and the terms of this policy. <input type="checkbox"/> A bill for the premium earned to the time of cancellation will be forwarded in due course. <input type="checkbox"/> The excess of paid premium, if any, above the pro rata premium for the expired time, (if not tendered) will be refunded within 30 days of this notice. <input type="checkbox"/> Enclosed is \$ _____, being the amount of return premium at pro rata rate for the unexpired term of this policy. <input type="checkbox"/> Other: _____
Nonrenewal	<input checked="" type="checkbox"/> You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that the above mentioned policy will expire effective at and from the hour and date mentioned above and the policy will NOT be renewed for the reason(s) stated in the "Important Notices" section. See the "Important Notices" section for other information that may apply.
Declination of Insurance	<input type="checkbox"/> Your written application or written request for the kind of insurance mentioned above has been declined for the reason(s) stated in the "Important Notices" section. See the "Important Notices" section for other information that may apply.
Important Notices	<input checked="" type="checkbox"/> Reason(s) for cancellation, nonrenewal or declination of insurance (reason(s) stated only if above marked item indicates such): Carrier has exited the market place. _____ _____ _____ _____ _____

- ☐ **Missouri Automobile Insurance Plan Information:** If this notice of cancellation or nonrenewal pertains to an automobile policy, you may obtain automobile insurance through the Missouri Automobile Insurance Plan if you qualify. We urge you to contact any insurance producer of your choice immediately for further information.
- ☐ **Replacement of Fire Insurance/Missouri Property Insurance Placement Facility:** This notice of cancellation or nonrenewal pertains to a policy providing basic property insurance (fire). If you wish to secure coverages from another insurance carrier, contact your agent or broker immediately. You or your agent may also apply to the Missouri Property Insurance Placement Facility for insurance coverages. Application may be made by mail or in person to the following address: Missouri Property Insurance Placement Facility, 906 Olive Street, Suite 1000, St. Louis, Missouri 63101—Phone—314/421-0170 or 1-800-392-7240 (Toll Free)
- ☐ **Information on Losses (applies to commercial casualty insurance only):** In the case of cancellation or nonrenewal, you have the right to receive a statement of your claims history for the above policy for the 3 years prior to the date of the cancellation or nonrenewal, or total experience if the policy has been in effect less than 3 years prior to cancellation or nonrenewal, within 30 days of your written request.

NOTICE OF CANCELLATION, NONRENEWAL OR DECLINATION OF INSURANCE**(Missouri)**

NAME AND ADDRESS OF INSURANCE COMPANY
QBE Specialty Insurance Company (QBESIC)
55
New York NY 10041

NAME AND ADDRESS OF INSURED
City of University City
Attn: Amy Williams
6801 Delmar Blvd
University City MO 63130

KIND OF POLICY: Public Officials & Employment Practices Liability	
POLICY/APPLICATION/BINDER NO.: QPO01143-02	
EFFECTIVE DATE OF NOTICE: 7/1/2023 12:01 AM (DATE) (HOUR-STANDARD TIME AT THE ADDRESS OF THE INSURED)	
DATE OF MAILING: 4/18/2023	

**Important
Notices
cont'd**

☐ **Consumer Report:** In compliance with the Fair Credit Reporting Act (FCRA), as amended, you are hereby informed that the action taken above is being taken partly because of information contained in a consumer report from the following consumer reporting agency:

(Name) _____ (Phone Number) _____

(Address) _____

Please see additional information for a disclosure of your rights under this federal law.

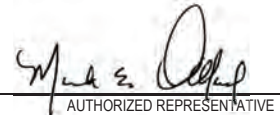
Additional Information regarding your rights under the federal Fair Credit Reporting Act**Pursuant to the FCRA, you are informed that:**

The consumer reporting agency identified on this form did not make any decisions regarding the stated insurance policy. Therefore, the consumer reporting agency would not be able to provide you with the specific reasons why the insurance company is taking the present action.

You have the right to obtain within 60 days of the receipt of this notice a free copy of your consumer report from the consumer reporting agency which has been identified on this form.

You have the right to dispute inaccurate information by contacting the consumer reporting agency directly. Once you have directly notified the consumer reporting agency of your dispute, the agency must, within a reasonable period of time reinvestigate and record the current status of the disputed information. If after reinvestigation, such information is found to be inaccurate or unverifiable, such information must be promptly deleted from your records. If the reinvestigation does not resolve the dispute, you may file a brief statement setting forth the nature of the dispute with the consumer reporting agency. Your filed statement will then be included or summarized in any subsequent consumer report containing the information in question.

For complete information regarding the FCRA, please refer to The Code of the Laws of the United States of America, Title 15, Chapter 41, Subchapter III, (15 U.S.C. §1681 et seq.).



AUTHORIZED REPRESENTATIVE


QBE Specialty Insurance Company

55 Water Street, New York, New York 10041

Home Office: c/o CT Corporation System, 314 East Thayer Avenue, Bismarck, North Dakota 58501

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY DECLARATIONS

NOTICE: THIS COVERAGE FORM PROVIDES CLAIMS MADE AND REPORTED COVERAGE. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

ITEM 1. Named Insured and Mailing Address

City of University City
6801 Delmar Blvd
University City, MO 63130

ITEM 2. Policy Period **From: 7/1/2022** **To: 7/1/2023**
(12:01 am standard time at your address)

ITEM 3. Limit of Liability \$ 2,000,000 each **wrongful act**
\$ 2,000,000 Policy Aggregate

ITEM 4. Deductible \$ 150,000 each **claim**, including **claims expenses**

ITEM 5. Total Advance Premium \$ 99,059

ITEM 6. Claims Notification

Notice of a claim, or an occurrence, which may result in a claim, should be given to:

Attn: Alice Ivers
Summit Risk Services
120 Gibraltar Road, Suite 210
Horsham, PA 19044
Phone Number: 215-443-3595 (main)
Fax Number: 215-773-7725
qbeclaim@summitrisk.com

ITEM 7. Forms and Endorsements attached to the policy at inception:

QBIL-0285 (08-14), IL-2002 (12-21), QBPO-1000 (01-16), QBPO-2000 (01-16),
QBPO-2001 (01-16), QBPO-2038 (01-16), PRU-PO-200001 (08-17), QBPO-2033 (01-16)

In witness whereof, the Insurer has caused this policy to be executed, but it shall not be valid unless also signed by a duly authorized representative of the Insurer.

Todd Jones
President

A stylized handwritten signature in black ink, likely belonging to Todd Jones, consisting of several loops and a long horizontal stroke at the end.

Mark Pasko
Secretary

A handwritten signature in black ink, likely belonging to Mark Pasko, featuring a series of connected loops and a long horizontal stroke.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance coverage does not apply to the extent that trade or economic sanctions prohibit the insurer or any member of the insurer's group from providing insurance coverage, including, but not limited to, the payment of claims.

All other terms and conditions of the policy remain the same.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF PROCESS ENDORSEMENT

When a cause of action arises in any of the states listed below, service of process applies as shown below for that state. As used in this endorsement, "the Company" shall mean QBE Specialty Insurance Company.

ALABAMA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Alabama as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 2 North Jackson Street, Suite 605, Montgomery, AL 36104 as the person to whom the Commissioner shall mail process.

ALASKA Service of Process Clause

Upon any cause of action arising in Alaska under this contract, the Company may be sued. The Company appoints the Director of Insurance for the State of Alaska as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Director, or his successors in office, shall be lawful service upon the Company. The Company further designates CT Corporation System, 9360 Glacier Highway, Suite 202, Juneau, AK 99801 as the person to whom the Director is authorized to mail such process or a true copy thereof.

ARIZONA Service of Process Clause

Upon any cause of action arising in Arizona under this contract, the Company may be sued in the circuit court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance of the State of Arizona by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 3800 North Central Avenue, Suite 460, Phoenix, AZ 85012, as the person to whom the Director shall mail process.

ARKANSAS Service of Process Clause

Upon any cause of action arising in Arkansas under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Arkansas and his successors in office by the clerk of the court in which the action is brought. The Company further designates The Corporation Company, 124 West Capitol Avenue, Suite 1900, Little Rock, AR 72201 as the person to whom the Commissioner shall mail process.

CALIFORNIA Service of Suit Clause

The Company hereby designates CT Corporation System, 330 North Brand Boulevard, Glendale, California 91203-2336 as its true and lawful attorney in and for the State of California, upon whom all lawful process may be served in any action, suit or proceeding instituted in California by or on behalf of any insured or beneficiary against the Company arising out of this insurance policy, provided a copy of any process, suit, complaint or summons is sent by certified or registered mail to: 55 Water Street, 19th Floor, New York, NY 10041.

COLORADO Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance for the State of Colorado as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 7700 East Arapahoe Road, Suite 220, Centennial, CO 80112 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

CONNECTICUT Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance for the State of Connecticut as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 67 Burnside Avenue, East Hartford, CT 06108 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

DELAWARE Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Delaware as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates Delaware Department of Insurance, 1351 West North Street, Suite 101, Dover, DE 19904 as the person to whom the Commissioner shall mail process.

DISTRICT OF COLUMBIA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the District of Columbia as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 1015 15th Street, NW, Suite 1000, Washington, DC 20005 as the person to whom the Commissioner shall mail process.

FLORIDA Service of Process Clause

The Company hereby designates the Chief Financial Officer of the Department of Financial Services as its agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 1200 South Pine Island Road, Plantation, FL 33324 as the person to whom the Chief Financial Officer shall mail process.

GEORGIA Service of Process

Upon any cause of action under this policy, the Company may be sued in the superior court of the county in which the cause of action arose. The Company appoints the Georgia Commissioner of Insurance as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 289 South Culver Street, Lawrenceville, GA 30046 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

HAWAII Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance for the State of Hawaii as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates The Corporation Company, Inc., 1136 Union Mall, Suite 301, Honolulu, HI 96813 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

IDAHO Service of Process Clause

Upon any cause of action arising in Idaho under this contract, the Company may be sued in the district court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of the Department of Insurance of the State of Idaho. The Company further designates CT Corporation System, 921 S. Orchard Street, Suite G, Boise, ID 83705 as the person to whom the Director shall mail process.

ILLINOIS Service of Process Clause

The Company hereby designates the Director of the Illinois Department of Insurance and his successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 208 South LaSalle Street, Suite 814, Chicago, IL 60604 as the person to whom the Director shall mail process.

INDIANA Service of Process Clause

Upon any cause of action arising in Indiana under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Indiana by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 334 North Senate Avenue, Indianapolis, IN 46204-1708 as the person to whom the Commissioner shall mail process.

IOWA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Iowa as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 400 East Court Avenue, Suite 110, Des Moines, Iowa 50309 as the person to whom the Commissioner shall mail process.

KANSAS Service of Process Clause

Upon any cause of action arising in Kansas under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Kansas and his successor or successors in office. The Company further designates The Corporation Company, Inc., 112 S.W. Seventh Street, Suite 3C, Topeka, KS 66603 as the person to whom the Commissioner shall mail process.

KENTUCKY Service of Process Clause

Upon any cause of action arising in Kentucky under this contract, the Company may be sued in the circuit court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Kentucky Secretary of State by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 306 West Main Street, Suite 512, Frankfort, KY 40601 as the person to whom the Secretary of State shall mail process.

LOUISIANA Service of Process Clause

Upon any cause of action arising in Louisiana under this contract, the Company may be sued in the district court of the parish in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Louisiana Secretary of State. The Company further designates CT Corporation System, 3867 Plaza Tower Drive, Baton Rouge, LA 70816 as the person to whom the Secretary of State shall mail process.

MAINE Service of Process Clause

Upon any cause of action arising in this State under this policy, the Company may be sued in the Superior Court. Service of legal process against the Company may be made in any such action by service of two copies upon the designated agent. The Company further designates CT Corporation System, 128 State Street, #3, Augusta, ME 04330 as the agent.

MARYLAND Service of Process Clause

Upon any cause of action arising in Maryland under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Insurance Commissioner of the State of Maryland by the clerk of the court in which the action is brought. The Company further designates The Corporation Trust Incorporated, 2405 York Road, Suite 201, Lutherville Timonium, MD 21093 as the person to whom the Commissioner shall mail process.

MASSACHUSETTS Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Massachusetts as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 155 Federal Street, Suite 700, Boston, MA 02110 as the person to whom the Commissioner shall mail process.

MICHIGAN Service of Process Clause

Upon any cause of action arising in Michigan under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance, c/o Resident Agent, of the State of Michigan by the

clerk of the court in which the action is brought. The Company further designates The Corporation Company, 40600 Ann Arbor Road East, Suite 201, Plymouth, MI 48170 as the person to whom the Commissioner shall mail process.

MINNESOTA Service of Process Clause

Upon any cause of action arising in Minnesota under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Commerce of the State of Minnesota by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, Inc., 1010 Dale Street North, Saint Paul, MN 55117 as the person to whom the Commissioner shall mail process.

MISSISSIPPI Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Mississippi as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 645 Lakeland East Drive, Suite 101, Flowood, MS 39232 as the person to whom the Commissioner shall mail process.

MISSOURI Service of Process Clause

Upon any cause of action arising in Missouri under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance of the State of Missouri and his successors in office by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 120 South Central Avenue, Clayton, MO 63105 as the person to whom the Director shall mail process.

MONTANA Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance of the State of Montana as its attorney for acceptance of the service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 3011 American Way, Missoula, MT 59808 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

NEBRASKA Service of Process Clause

Upon any cause of action arising in Nebraska under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance of the State of Nebraska. The Company further designates CT Corporation System, 5601 South 59th Street, Suite C, Lincoln, NE 68516 as the person to whom the Director shall mail process.

NEVADA Service of Process Clause

Upon any cause of action arising in Nevada under this contract, the Company may be sued in a district court of Nevada. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Nevada or the Commissioner's authorized representative. The Company further designates The Corporation Trust Company of Nevada, 701 South Carson Street, Suite 200, Carson City, NV 89701 as the person to whom the Commissioner shall mail process.

NEW HAMPSHIRE Service of Process Clause

Upon any cause of action arising in New Hampshire under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of New Hampshire by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 2½ Beacon Street, Concord, NH 03301-4447 as the person to whom the Commissioner shall mail process.

NEW JERSEY Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of New Jersey as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further

designates CT Corporation System, 820 Bear Tavern Road, West Trenton, NJ 08628 as the person to whom the Commissioner shall mail process.

NEW MEXICO Service of Process Clause

Upon any cause of action arising in New Mexico under this contract, the Company may be sued in the district court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Superintendent of Insurance of the State of New Mexico by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 206 South Coronado Avenue, Espanola, NM 87532 as the person to whom the Superintendent shall mail process.

NEW YORK Service of Process Clause

The Company hereby designates the Superintendent of Financial Services of the State of New York, and his successors in office, as its true and lawful attorney upon whom all lawful process may be served in any action, suit, or proceeding instituted in this State by or on behalf of the insured or any beneficiary against the Company arising out of this policy of insurance. The Company further designates CT Corporation System, 28 Liberty Street, New York, NY 10005 as the person to whom the Superintendent shall mail process.

NORTH CAROLINA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of North Carolina, and his successor(s) in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 160 Mine Lake Court, Suite 200, Raleigh, NC 27615 as the person to whom the Commissioner shall mail process.

NORTH DAKOTA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of North Dakota as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 120 West Sweet Avenue, Bismarck, ND 58504 as the person to whom the Commissioner shall mail process.

OHIO Service of Process Clause

Upon any cause of action arising in Ohio under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Superintendent of Insurance of the State of Ohio by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 4400 Easton Commons Way, Suite 125, Columbus, OH 43219 as the person to whom the Superintendent shall mail process.

OKLAHOMA Service of Process Clause

Upon any cause of action arising in Oklahoma under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Oklahoma by the clerk of the court in which the action is brought. The Company further designates The Corporation Company, 1833 South Morgan Road, Oklahoma City, OK 73128 as the person to whom the Commissioner shall mail process.

OREGON Service of Process Clause

Upon any cause of action arising in Oregon under this contract, the Company may be sued in the circuit court of the county in which the cause of action arose. The Company further designates CT Corporation System, 780 Commercial Street SE, Suite 100, Salem, OR 97301 as the person to whom the process shall be mailed.

PENNSYLVANIA Service of Process Clause

Upon any cause of action arising in Pennsylvania under this contract, the Company may be sued in the court of the county in which the cause of action arose. The Company hereby designates the Commissioner of Insurance of the Commonwealth of Pennsylvania as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any

beneficiary arising out of this contract of insurance. Service of process shall be made pursuant to the procedures provided by 42 Pa.C.S. Ch. 53 Subch. B (relating to interstate and international procedure). The Company further designates CT Corporation System, 600 North Second Street, Suite 401, Harrisburg, PA 17101 as the person to whom the Commissioner shall mail process.

RHODE ISLAND Service of Process Clause

Upon any cause of action arising in Rhode Island under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Rhode Island by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 450 Veterans Memorial Parkway, Suite 7A, East Providence, RI 02914 as the person to whom the Commissioner shall mail process.

SOUTH CAROLINA Service of Process Clause

The Company hereby designates the Director of Insurance of the State of South Carolina as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 2 Office Park Court, Suite 103, Columbia, SC 29223 as the person to whom the Director shall mail process.

SOUTH DAKOTA Service of Process Clause

Any cause of action against the Company arising in South Dakota under this policy shall be brought in the circuit court for the county in which the cause of action arose. Service of legal process against the Company may be made in any such action by service upon the Director of Insurance of the State of South Dakota and his successors in office. The Company further designates CT Corporation System, 319 South Coteau Street, Pierre, SD 57501 as the person to whom the Director shall mail a copy of the process.

TENNESSEE Service of Process Clause

The Company hereby designates the Commissioner of Commerce and Insurance of the State of Tennessee as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 300 Montvue Road, Knoxville, TN 37919 as the person to whom the Commissioner shall mail process.

TEXAS Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Texas as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, TX 75201 as the person to whom the Commissioner shall mail process.

UTAH Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Utah as its agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 1108 East South Union Avenue, Midvale, UT 84047 as the person to whom the Commissioner shall mail process.

VERMONT Service of Process Clause

The Company hereby designates the Secretary of State of Vermont as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 17 G W Tatro Drive, Jeffersonville, VT 05464 as the person to whom the Secretary of State shall mail process.

VIRGINIA Service of Process Clause

The Company hereby designates the Clerk of the Virginia State Corporation Commission as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The

Company further designates CT Corporation System, 4701 Cox Road, Suite 285, Glen Allen, VA 23060 as the person to whom the Clerk of the Commission shall mail process.

WASHINGTON Service of Process Clause

Upon any cause of action arising in Washington under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Washington by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 711 Capitol Way South, Suite 204, Olympia, WA 98501 as the person to whom the Commissioner shall mail process.

WEST VIRGINIA Service of Process Clause

Upon any cause of action arising in West Virginia under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Secretary of State of West Virginia by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 5098 Washington Street W, Suite 407, Charleston, WV 25313 as the person to whom the Secretary of State shall mail process.

WISCONSIN Service of Process Clause

Upon any cause of action arising in Wisconsin under this policy the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Wisconsin. The Company further designates CT Corporation System, 301 South Bedford Street, Suite 1, Madison, WI 53703 as the person to whom the Commissioner shall mail process.

WYOMING Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance of the State of Wyoming as its attorney for acceptance of the service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 1908 Thomas Avenue, Cheyenne, WY 82001 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
CLAIMS MADE AND REPORTED**

NOTICE: THIS COVERAGE FORM PROVIDES CLAIMS MADE AND REPORTED COVERAGE. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights, duties, and what is and is not covered.

Titles are used within this policy for convenience only and shall not control or affect the meaning or construction of any provision of this policy.

Throughout this policy the words "you" and "your" refer to the Named Insured. Refer to Section III – WHO IS AN INSURED. The words "we", "us", and "our" refer to the Company providing this insurance.

Other words and phrases that appear in bold have special meaning. Refer to SECTION VIII -DEFINITIONS.

In consideration of the payment of the premium, in reliance upon the statements in the written application made a part hereof, and subject to all of the terms of this policy, we agree as follows:

SECTION I - COVERAGE

A. Insuring Agreement

1. We will pay those sums that the Insured becomes legally obligated to pay as **damages** because of a **wrongful act** (regardless of whether or not such allegations prove to be groundless, false or fraudulent) arising out of the discharge of duties by or on behalf of the Named Insured as shown in the Declarations provided always that:
 - a. the **claim**, on account of such **wrongful act**, is first made against the Insured and reported to us during the policy period, in compliance with SECTION VII -CONDITIONS - Item A., or any applicable reporting period under SECTION VI- EXTENDED REPORTING PERIODS;
 - b. such **wrongful act** took place in the **coverage territory**; and
 - c. as of the inception date of this policy, no Insured had any knowledge of any circumstance likely to result in or give rise to a **claim** nor could have reasonably foreseen that a **claim** might be made.

For purposes of paragraph 1a. of SECTION I -COVERAGE A. Insuring Agreement, if, during the policy period or any applicable reporting period under SECTION VI - EXTENDED REPORTING PERIODS, the Insured gives written notice to us, in accordance with SECTION VII - CONDITIONS - Item A., of a **wrongful act** likely to result in a **claim**, then any **claim** that may subsequently be made against an Insured arising out of such **wrongful act** shall be deemed to have been made during the policy period or any applicable reporting period hereunder.

2. We will have the right and duty to defend, except where otherwise excluded, any **suit** seeking **damages** to which this insurance applies. We may, at our discretion, investigate any **claim** or **suit**. But:
 - a. the amount we will pay for **damages**, including **claims expenses**, is limited as described in SECTION IV - LIMITS OF LIABILITY; and
 - b. our right and duty to defend end when we have used up the applicable limit of liability in the payment of judgments, settlements, or **claims expenses**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SECTION I - COVERAGE, B. Supplementary Payments.

B. Supplementary Payments

We will pay, in addition to the applicable limits of liability, with respect to any **claim** or **suit** we defend:

1. all **claim expenses** we incur,
2. premiums on appeal bonds in any such **claim** or **suit** and the cost of bonds to release attachments, but only for bond amounts not exceeding an amount equal to the limit of liability. We do not have an obligation to furnish any such bonds.

3. all reasonable expenses incurred by any Insured at our request to assist us in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to \$100 a day because of time off from work.
4. all costs taxed against the Insured in the **suit**.

SECTION II - EXCLUSIONS

This policy does not apply to:

1. Criminal Acts

Any **damages** arising out of any dishonest, fraudulent, criminal or malicious act or omission of any Insured or employee.

2. Fiduciary Liability

Any obligation or duty imposed by:

- a. the Employee Retirement Income Security Act (ERISA);
- b. the Pension Benefit Act;
- c. the Consolidated Omnibus Budget Reconciliation Act of 1988 (COBRA); or
- d. SECTION 89 of the Internal Revenue Code,

or any amendments thereto, or similar provisions of any federal, state or local, statutory or common law.

3. Pollution

- a. Any **damages** which would not have occurred in whole or in part but for the actual, alleged or threatened existence, discharge, dispersal, seepage, migration, release or escape of pollutants, irritants or hazardous substances at any time; or
- b. Any **damages** arising out of any:
 - 1) Request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any other way respond to, or assess the effects of pollutants; or
 - 2) **Claim** or **suit** by or on behalf of a governmental authority or others for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, or toxin, fumes, acids, alkalis, chemicals, metals and waste. In addition to pollutants to be disposed of, waste includes materials to be recycled, reconditioned or reclaimed.

4. Asbestos, Silica Dust or Lead

- a. any disease or any ailment caused by or aggravated by asbestos in any form or silica dust;
- b. the existence of asbestos in any form or silica dust, including the costs in investigations or feasibility studies, or to the costs of testing, monitoring, abatement, mitigation, cleaning, removal or disposal of any property or substance;
- c. lead or the hazardous properties of lead
- d. remedial investigations or feasibility studies or the costs of testing, monitoring, abatement, mitigation, cleaning, removal, or disposal of lead or any item(s) containing lead;
- e. any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with b. or c. above;
- f. any obligation to share **damages** with or repay someone else who must pay **damages** in connection with a., b., c., d., or e. above.

5. Self-Dealing or Illegal Profit

Any **damages** arising out of self-dealing or gaining profit or advantage to which an Insured is not legally entitled.

6. Condemnation

Any **damages** based upon or arising out of eminent domain, condemnation, inverse condemnation or adverse possession. However, we will indemnify the Insured up to \$10,000 in excess of the deductible amount shown in

the Declarations for **claims expenses** incurred by the Insured with regard to any such eminent domain condemnation inverse condemnation or adverse possession **claim**.

7. Bodily Injury, Personal Injury, Advertising Injury or Property Damage.

Any **damages** based upon or arising out of:

- a. bodily injury including physical injury to any person, death, sickness, disease or any mental anguish associated with or arising from such bodily injury;
- b. assault or battery;
- c. emotional distress or mental anguish;
- d. injury caused by a **wrongful act** arising from one or more of the following:
 - 1) false arrest, detention or imprisonment;
 - 2) malicious prosecution;
 - 3) false or improper service of process;
 - 4) publication or utterance of libel, slander, or disparaging material, or utterance in violation of an individual's right of privacy;
 - 5) violation of right of public occupancy;
 - 6) wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises;
 - 7) violation of property rights;
 - 8) misappropriation of advertising ideas or style of business;
 - 9) infringement of copyright title or slogan.

However, exclusions 7.c. and 7.d. do not apply with respect to allegations of a **wrongful employment practice**.

- e. physical injury to tangible property, including all resulting loss of use of that property;
- f. loss of use of tangible property that is not physically injured.

8. Law Enforcement Activities

Any **damages** arising out of the law enforcement activities to protect the public or property including the operation of correctional or detention facilities.

9. War, Strikes, Riots, or Civil Commotion

Any **damages** due to:

- a. war, whether or not declared, or any act or condition incident to war; or
- b. strikes, riots or civil commotion.

War includes civil war, insurrection, rebellion or revolution.

10. Failure to Effect and Maintain Insurance

Any **damages** based upon or arising out of the failure to effect or maintain insurance, or the failure to advise or counsel with respect to the procuring, obtaining or maintaining of any insurance coverages.

11. Bonds, Taxes or Construction Contracts

Any **damages** based upon or arising out of:

- a. the issuance of bonds;
- b. the improper collection of taxes; or
- c. construction, architectural or engineering contracts.

12. Prior Insurance

Any **damages** for which an Insured is entitled to indemnity or payment by reason of having given notice of any circumstance which might give rise to a **claim** under any policy(ies) which have terminated or expired prior to the inception date of this insurance.

13. Non-monetary Damages, Fines or Penalties

Any **claim** or **suit** seeking equitable relief or redress in any form other than money **damages** or for costs, charges, fees or expense in relation to any **claim** or **suit** seeking relief or redress in any form other than money **damages**, or for the costs of the Insured's compliance with the condition of any injunctive or equitable relief, or for any fines or penalties assessed from the failure to comply with any injunctive relief.

However, with respect to any **claim** or **suit** arising out of a **wrongful employment practice**, we agree to indemnify you for **claims expenses** in regard to **claims** or **suits** seeking relief or redress in any form other than monetary **damages**. We shall have the right, but not the duty, to investigate, or participate in the defense of, or defend any such **claim** or **suit**. We shall only be liable to indemnify for **claims expenses** in excess of the deductible amount shown in the Declarations and included within and up to the limit of liability shown in the Declarations. We shall have no obligation to pay any salary expense of the Insured.

14. Collective Bargaining Agreement

Any **damages** due to any collective bargaining agreement or breach of that agreement.

15. Doctors or Health Care Facilities

Any **damages** arising out of:

- a. an Insured's **wrongful acts** as a doctor, physician, surgeon or dentist; or
- b. the premises or operation of any hospital, clinic, or nursing home.

16. Contractual Liability

Any **damages** the Insured is obligated to pay by reason of assumption of liability in a contract or agreement. This exclusion does not apply to liability for **damages** that the Insured would have in the absence of the contract or agreement.

17. Capital Improvements

Any costs incurred by an Insured to modify or adapt any building or property in order to make such building or property more accessible or accommodating to any disabled person.

18. Workers Compensation

Any liability arising out of any obligation under any workers' compensation, disability benefits or unemployment compensation law, or any similar law. This exclusion, however, does not apply to any **claim** arising out of a **wrongful employment practice** on account of the filing of a workers' compensation **claim** or a **claim** for disability benefits.

19. Strike and Lock Out

Any liability arising out of a strike, lockout, picket line, replacement, or other similar action resulting from labor disputes or labor negotiations or any protections contained within the National Labor Relations Act.

20. Workers' Adjustment and Retraining Notification Act (W.A.R.N.)

Any liability arising out of the Workers' Adjustment and Retraining Notification Act, Public Law 100-379 (1988) or any amendment thereto, or any similar federal, state or local law.

21. Consequential Loss

Any **claim** for **damages** brought by any claimant's domestic partner, spouse, child, parent, brother, or sister as a consequence of a **wrongful employment practice**.

22. Racketeer Influence and Corruption Organizations (R.I.C.O.)

Any **claim** arising out of any actual or alleged violation of the racketeer influence and corrupt organizations act, 18 USC section et seq any amendments thereto, or any rules or organizations promulgated thereunder.

SECTION III-WHO IS AN INSURED

Each of the following is an Insured:

- A. the Named Insured as shown in the declarations
- B. any full or part-time **employee**, of the Named Insured, but only while acting within the scope of duties as an **employee**.
- C. any elected or appointed officials while acting within the scope of their duties as elected or appointed officials; or

- D. any person while serving as a member of a professional board, commission or committee of yours, or as a person charged with the duty of executing directives of any such board, commission or committee. No one is an Insured while serving on any board or commission for any school or hospital unless specifically endorsed on to this policy.
- E. the estate, heirs, legal representatives or assigns of a deceased person who was an Insured at the time of the **wrongful act** or **wrongful employment practices** act upon which a **Claim** is based; and
- F. the legal representatives or assigns of an Insured in the event of such Insured's incompetency, insolvency or bankruptcy.

SECTION IV - LIMITS OF LIABILITY

- A. The Limit of Liability shown in the Declarations is the most we will pay regardless of the number of:
 - 1. Insureds
 - 2. **Claims** made or **suits** brought; or
 - 3. Persons or organizations making a **claim** or bringing a **suit**.
- B. Our total liability for **damages** as a result of all **claims** covered under this coverage shall not exceed the amount stated in Item 3. of the Declarations as Policy Aggregate.
- C. Subject to the above provision respecting Policy Aggregate Limit, our liability for **damages** as a result of any one **claim** or **suit** covered under this policy shall not exceed the amount stated in Item 3. of the Declarations as each **wrongful act**.
- D. The Limits of Liability for this coverage apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, other than a reporting period, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than (twelve) 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability.
- E. Any applicable reporting period under SECTION VI -EXTENDED REPORTING PERIODS shall be deemed to be part of the last preceding policy period for purposes of determining the Limits of Liability. The Limits of Liability do not apply separately to any reporting period under SECTION VI - EXTENDED REPORTING PERIODS.

SECTION V - DEDUCTIBLE

The deductible amount stated in Item 4. of the Declarations is applicable to each **claim** or **suit** and shall be subtracted from the total amount of **damages** including: (1) payments for **damages** and (2) investigation, adjustment, defense and/or appeal expenses (whether or not payments for **damages** is made) resulting from each **claim** or **suit**. If more than one **claim** or **suit** results from the same or related **wrongful acts**, then only one deductible amount will apply.

We are only liable for the difference between such deductible amount and the amount otherwise applicable to a **claim** or **suit**. If we pay your portion of any deductible, you will reimburse us immediately upon our request.

SECTION VI- EXTENDED REPORTING PERIODS

- A. We will provide one or more extended reporting periods as described below.
- B. The extended reporting periods do not extend the policy period or change the scope of coverage provided under this policy, and apply only to a **claim** for **damages** arising out of **wrongful acts** that occur before the end of the policy period.
- C. The extended reporting periods do not reinstate or increase the Limits of Liability.
- D. A Basic Extended Reporting Period of sixty (60) days from the effective date of expiry or cancellation or nonrenewal of this policy is automatically provided without an additional charge. Subject to the terms of this policy, the Basic Extended Reporting Period applies to **claim** for **damages** that are first made against an Insured during the policy period and reported to us in accordance with SECTION VII -CONDITIONS - Item A., no later than the end of the Basic Extended Reporting Period.

The Basic Extended Reporting Period does not apply to a **claim** covered under any other insurance purchased subsequent to, or to replace, this policy.

- E. If this policy is canceled or not renewed for any reason other than nonpayment of premium or any other amount owed to us, an Optional Extended Reporting Period will be offered to you, subject to the payment of additional premium, and shall take effect on the effective date of cancellation or nonrenewal of this policy. The Optional Extended Reporting Period will remain in effect for a period of one, two, or three years, depending on which

Optional Extended Reporting Period you purchase. Subject to the terms of this policy, the Optional Extended Reporting Period applies to a **claim** for **damages** reported to us, in accordance with SECTION VII - CONDITIONS - Item A., no later than the end of the purchased Optional Reporting Period. Nonrenewal by us shall mean the refusal by us to renew the policy on any terms. Nonrenewal by us shall not mean a change in premium, deductibles, Limits of Liability or other terms.

The additional premium for the Optional Extended Reporting Period will depend on which option you choose, as shown below, but will be no more than 150% of the annual premium for the last policy period.

Option 1	1 year	75%
Option 2	2 years	125%
Option 3	3 years	150%

We must receive a written request from you, together with payment of the additional premium due, within sixty (60) days after the effective date of cancellation or nonrenewal of this policy if you wish to purchase one of the Optional Extended Reporting Periods. You must state in your request which Optional Extended Reporting Period you wish to purchase. The Optional Extended Reporting Period will not go into effect unless you pay and we acknowledge receipt of the additional premium when due. Once in effect, the Optional Extended Reporting Period may not be canceled and the premium for the Optional Extended Reporting Period is fully earned.

The Optional Extended Reporting Period does not apply to **claims** covered under any other insurance purchased subsequent to, or to replace, this policy.

SECTION VII- CONDITIONS

A. Duties in the Event of a Wrongful Act, Claim or Suit

1. You must see to it that we are promptly notified of a **wrongful act** which may result in a **claim**. To the extent possible, notice should include:
 - a. how, when and where the **wrongful act** took place;
 - b. the names and addresses of any injured persons and any witnesses; and
 - c. the nature and location of any injury or **damage** arising out of the **wrongful act**.
2. If a **claim** is made or **suit** is brought against any insured, you must:
 - a. promptly record the specifics of the **claim** or **suit** and the date received; and
 - b. notify us promptly.

You must see to it that we receive written notice of the **claim** or **suit** promptly.
3. You and any other involved Insured must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**;
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement, or defense of the **claim** or **suit**; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
4. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent

B. Legal Action Against Us

No person or organization has a right under this policy:

1. to join us as a party or otherwise bring us into a **suit** asking for **damages** from an Insured; or
2. to sue us under this policy unless all terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured obtained after an actual trial; but we will not be liable for **damages** that are not payable under the terms of this policy or that are in excess of the applicable limit of liability. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

C. Other insurance

If other insurance is available to the insured for a **wrongful act** covered by this policy, the insurance provided by this policy shall apply in excess of such other insurance, whether or not valid or collectible.

D. Material Representations

By accepting this policy, you represent and agree as a condition to coverage:

1. that the statements in the Declarations are accurate and complete;
2. that the statements made in the application, attachments, and any other materials submitted are true and are the basis of this coverage and are to be considered as incorporated into and constituting a part of this policy;
3. that the statements made in the application, attachments, and any other material submitted are representations and that such representations are deemed material to the acceptance of the risk or the hazard assumed by us under the policy and
that this policy is issued in reliance upon the truth of such representations; and
4. that in the event that the application, including attachments and any other materials submitted, contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by us, this policy in its entirety shall be void and of no effect.

E. Separation of Insured:

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the first Named Insured, this policy applies:

1. as if each Named Insured were the only Named Insured; and
2. separately to each Insured against whom **claim** is made or **suit** is brought.

F. Transfer of Rights of Recovery Against others to Us

If the Insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring legal action or transfer those rights to us and help us enforce them.

G. Assignment

This policy may not be assigned by you to anyone.

H. Sovereign Immunity Defense

We will use the defense of sovereign immunity, to which you may be entitled as a public entity, only when you agree with us in its use. If you do not agree with us in using the defense of sovereign immunity, you release us from all liability because of our failure to raise such defense.

I. Consent to Settle

We will consult with you when we settle a **claim** or **suit**. If you refuse to consent to any settlement offer we receive and you elect to contest the **claim** or **suit** or continue any legal proceeding in connection with such **claim** or **suit**, our liability will not exceed the settlement offer plus supplementary payments incurred as of the date of such refusal.

J. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

K. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

L. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

M. Inspections and Surveys

We have the right but are not obligated to make inspections and surveys at any time. We will give you reports on the conditions we find and recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections.

We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions are safe or healthful, or comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service, or similar organization which make insurance inspections, surveys or reports.

N. Premiums

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will receive any return premiums.

O. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

SECTION VIII - DEFINITIONS

A. Claim means:

1. a written demand for **damages** or a notice advising an Insured of an intent to sue;
2. a notice of an arbitration proceeding to which we agree; or
3. a civil proceeding commenced by the service of a summons, complaint or similar pleading; received by an Insured alleging a **wrongful act**.

Claim shall not include any criminal action or labor or grievance arbitration subject to a collective bargaining agreement.

More than one **claim** brought by persons or entities arising out of the same **wrongful act** or a series of acts all related to a single **wrongful act** shall be treated as a single **claim** and shall be deemed to have been made at the time that the first **claim** is made against any Insured.

B. Claims Expenses means:

1. reasonable and necessary fees charged by any attorney designated by us to defend the Insured;
2. reasonable and necessary fees charged by any attorney designated by the Insured with our written consent.
3. other reasonable and necessary fees, costs and expenses resulting from investigation, adjustment, defense and appeal (other than premiums on appeal bonds and the cost of bonds to release attachments) of a **claim** or **suit** if incurred by the Insured.

Claims Expenses shall not include salary expense or other charges relating to **employees** or officials of the Insured.

Claims Expenses also shall not include any amounts in excess of the applicable and available Limits of Liability of this policy, as set forth in the Declarations.

C. Coverage Territory means anywhere in the world provided that the damage or injury arises out of discharge of duties as a Public Entity and that any suit is brought against the Insured within the United States of America, its territories or possessions, Puerto Rico or Canada.

This policy shall not apply to any risk which would be in violation of the laws of the United States including, but not limited to, U.S. economic or trade sanction laws or export control laws administered by the U.S. Treasury, State, and Commerce Department.

- D. Damages** shall mean those amounts that the Insured becomes legally obligated to pay for **claim** or **suits** arising out of a **wrongful act** and shall include **claims expenses**. Damages includes all interest on the full amount of any judgment that accrues after entry and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limits of Liability. Damages also includes an award of an opposing party's attorney fees. Damages shall not include common law, statutory, or regulatory fines or penalties.
- E. Employee** means any person employed by, leased to or volunteering services to you. Employee includes a **leased worker**.
- F. Leased Worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business.
- G. Suit** means a civil proceeding in which **damages** to which this insurance applies are alleged. Suit includes:
 - 1. an arbitration proceeding in which such **damages** are claimed and to which you must submit or do submit with our consent; or
 - 2. any other alternative dispute resolution proceeding in which such **damages** are claimed and to which you submit with our consent.
- H. Wrongful act** means a negligent act, error or omission, or **wrongful employment practice**.
- I. Wrongful Employment Practice(s)** means
 - 1. employment related discrimination in connection with hiring, promotion, advancement or opportunity demotion, discipline, pay, or termination on the basis of race, color, sex, age, religion, national origin, disability, sexual orientation, marital status, or pregnancy, or any conduct that violates any federal, state, or local law prohibiting employment discrimination
 - 2. sexual harassment, including unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that (1) is made an explicit or implied term or condition of employment; or (2) is used as a basis for employment decisions; or (3) creates a work environment that is intimidating, hostile, or offensive; and
 - 3. any of the following employment related acts: misrepresentation, invasion of privacy, defamation, retaliation, negligent infliction of emotional distress, wrongful discipline, negligent evaluation, negligent hiring, or negligent supervision.

ENDORSEMENT #1

This endorsement, effective on 7/1/2022 at 12:01 am, forms a part of Policy No. QPO01143-02 issued to City of University City by QBE Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION ENDORSEMENT – NUCLEAR ENERGY LIABILITY (Broad Form)

This endorsement modifies insurance provided under the following:

Public Officials and Employment Practices Liability Coverage Form

1. This insurance does not apply:

A. Under any Liability Coverage to **personal injury** or **property damage**:

- 1) With respect to which an **insured** under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- 2) Resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Liability Coverage, to **personal injury** or **property damage** resulting from the **hazardous properties of nuclear material**, if:

- 1) The **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;
- 2) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or
- 3) The **personal injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility** but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

2. As used in this endorsement:

Hazardous properties include radioactive, toxic or explosive properties; **nuclear material** means **source material**, **special nuclear material** or **by-product material**; **source material**, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof; **spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**; **waste** means any waste material (a) containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of content uranium or thorium from any ore processed primarily for its **source material** content, and (b) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the **nuclear facility** means:

- A. Any **nuclear reactor**;
- B. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel** or (3) handling, processing or packaging **waste**;
- C. Any equipment or device used for the processing, fabricating, or alloying of **special nuclear** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of uranium 235;

- D. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises are used for such operations; **nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; **property damage** includes all forms of radioactive material.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #2

This endorsement, effective on 7/1/2022 at 12:01 am, forms a part of Policy No. QPO01143-02 issued to City of University City by QBE Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT – MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

Public Officials and Employment Practices Liability Coverage Form

It is hereby understood and agreed that a minimum of Twenty-five percent (25%) of the premium shown on the Declarations page shall be fully earned at the inception date of the policy.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #3

This endorsement, effective on 7/1/2022 at 12:01 am, forms a part of Policy No. QPO01143-02 issued to City of University City by QBE Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT – CRISIS EVENT COVERAGE

This endorsement modifies insurance provided under the following:

Public Officials and Employment Practices Liability Coverage Form

In consideration of the premium charged:

1. SECTION I – COVERAGE is amended to include the following

C. Crisis Event Coverage Extension

The Company will pay on behalf of the **Insured** those **Crisis Management Expenses** incurred in response to any **Crisis Event** first taking place during the **Policy Year** and reported to the Company in accordance with Paragraph 6. of this Endorsement, subject to the applicable Limits of Liability set forth in Paragraph 2. of this endorsement.

2. Limits of Liability

The following is the most we will pay for coverage afforded by this Endorsement:

\$ 25,000 for each **Crisis Event**.

\$ 25,000 for all **Crisis Events** in the policy year.

3. Deductible

The following deductible applies to coverage afforded by this Endorsement

\$ 0 for each **Crisis Event**

4. Definitions

Solely with respect to the coverage provided by this Endorsement, the following definitions shall apply:

a. Crisis Event means:

- (1) Any violent act of criminal nature taking place on the **Named Insured's Premises** which causes **Bodily Injury** to a **Victim**; or
- (2) A credible threat communicated to the **Named Insured** of a violent act of a criminal nature taking place on the **Named Insured's Premises** which the **Named Insured** reasonably believes may imminently cause **Bodily Injury** to a **Victim**;

In response to which the **Named Insured**:

- (i) Reasonably determines it is necessary to suspend operations for one or more days of the **Named Insured's Premises**;
- (ii) Implements its **Emergency Response Plan**; and
- (iii) Contacts federal, state or local police authorities for assistance.

Crisis Events involving a sequence or series of related violent acts or threats will be deemed to have taken place at the time the first violent act began or threat occurred. Continuous or repeated exposure to substantially the same acts or threats, regardless of how many victims by the same perpetrator, or two or more perpetrators acting in concert, shall be considered one **Crisis Event**.

b. Bodily Injury means bodily injury, sickness or disability sustained by a **Victim**, including death resulting from any of these at any time

- c. **Crisis Management Expenses** means **Public Relations Expenses, Insured's Travel/Printing Expenses, and Extraordinary Family Travel Expenses**; provided, however the **Crisis Management Expenses** shall not include:
- (1) The **Named Insured's** overhead expenses or any salaries, wages, fees or benefits of employees; or
 - (2) The cost of medical, psychiatric or counseling services, even if provided by a **Crisis Management Firm**.
- d. **Crisis Management Firm** means public relations firm, crisis management firm or law firm hired or appointed by the **Named Insured** to perform **Crisis Management Services** in connection with a **Crisis Event**.
- e. **Crisis Management Services** means the professional services provided by a **Crisis Management Firm** in counseling or assisting the **Named Insured** in reducing or minimizing the potential harm to the **Named Insured** caused by the public disclosure of a **Crisis Event**.
- f. **Emergency Response Plan** means the formal written safety and crisis response manual that details the **Named Insured's** policies and procedures in the event of a **Crisis Event**.
- g. **Extraordinary Family Travel Expenses** means the reasonable and necessary expenses incurred by an natural or adoptive parent, legal guardian, spouse, or child of a **Victim** within 30 days after such **Act of Violence** took place to travel to the location where the **Crisis Event** took place, so long as the **Crisis Event** took place on an official trip sponsored by the **Named Insured**. For the purpose of this definition, coach air transportation and/or ground transportation and standard class hotel accommodations shall be deemed reasonable expenses.
- h. **Insured's Travel/Printing Expenses** means the reasonable and necessary expenses incurred by the **Named Insured** in response to a **Crisis Event** within 120 days after such **Crisis Event** took place for printing, advertising, mailing materials, or travel by any Insured or the **Crisis Management Firm** in connection with such **Crisis Event**.
- i. **Named Insured's Premises** means the following, if located at the time of the **Crisis Event** in the continental United States:
- (1) any building, facility of other real property including adjoining ways, which the **Named Insured** owns, rents or leases and is used by the **Named Insured** at the time of **Crisis Event** to conduct services, including administration, maintenance and recreational facilities.
 - (2) any other location, but solely if being visited at the time of **Crisis Event** by the **Named Insured's** employees on an official trip sponsored by the **Named Insured**;
 - (3) any other location, but solely if being used at the time of the **Crisis Event** for a special event sponsored by a an Association or Council affiliated with the **Named Insured**; or
 - (4) any vehicle that the **Named Insured** owns or leases pursuant to a written contract, but solely if used at the time of the **Crisis Event** in the transportation of the **Named Insured's** employees.
- Provided, however, the **Named Insured's Premises** does not include:
- any building, facility, or other real property owned, rented or leased by, or under the management and direction of any individual or entity other than the **Named Insured**;
- (ii) any location for an independently organized by employees; or
 - (iii) any other vehicle.
- j. **Public Relations Expenses** means the reasonable and necessary fees and expenses incurred by the **Named Insured** in response to an **Crisis Event** within 120 days after such **Crisis Event**
- k. took place for services performed by a **Crisis Management Firm** to minimize potential harm to the name or reputation of the **Named Insured** arising from such **Crisis Event**, including but not limited to maintaining and restoring public confidence in the **Named Insured** and providing advice to the Insureds; provided, however, **Public Relations Expenses** do not include **Insured's Travel/Printing Expenses** or any fees or expenses related to civil or criminal investigations, proceeding or litigation.

I. Victim means:

- (1) any patron of the **Named Insured**;
- (2) any parent or legal guardian of a patron of the **Named Insured** while visiting the **Named Insured's Premises**; or
- (3) any employee or volunteer;

Provided, however, **Victim** does not include any independent contractors or subcontracted personnel working on the **Named Insured's Premises** or any person who has or is alleged to have made any attempt at, or knowingly participated in, or encouraged any **Crisis Event**.

- 5. The Company shall not pay any **Crisis Management Costs** from any **Crisis Event** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving war, whether or not declared, or any act or condition incidental to war, including civil war, insurrection, rebellion or revolution.
- 6. As a condition precedent to coverage under this Endorsement, the **Named Insured** must notify the Company in writing as soon as practicable during the **Policy Year**, but in no event more than ten (10) days after such **Crisis Event** first took place. The written notice to the Company must be as complete as possible, stating how, when and where such **Crisis Event** took place and the **Bodily Injury** arising therefrom, and providing a complete and detailed summary of the **Crisis Management Expenses** incurred or expected to be incurred.
- 7. The Company will be permitted, but not obligated, to inspect the **Named Insured's Premises** and operations and to review the **Emergency Response Plan** at any time, upon reasonable notice. Neither the Company's right to make such inspection or review, nor the making of any such inspection or review, shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that the **Named Insured's Premises** and operations are safe, or that the **Emergency Response Plan** is adequate, effective or legal.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #4

This endorsement, effective on 7/1/2022 at 12:01 am, forms a part of Policy No. QPO01143-02 issued to City of University City by QBE Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-MONETARY RELIEF CLAIMS EXPENSES SUBLIMIT OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Public Officials and Employment Practices Liability Coverage Form

It is hereby agreed that the policy is amended as follows:

1. Subsection 13 of **SECTION II - EXCLUSIONS** is deleted in its entirety and the following is inserted:

13. Non-monetary Relief

Any **Claim** or **Suit** seeking relief or redress in any form other than **Damages** (“**Non-Monetary Relief Claim**”); provided, however, this exclusion shall not apply to **Claims Expenses** incurred in excess of the deductible amount set forth in Item 4 of the Declarations and directly resulting from such a **Non-Monetary Relief Claim**. The maximum aggregate limit of liability that we will pay for all **Claims Expenses** directly resulting from all **Non-Monetary Relief Claims** first made against the Insured and reported during the policy period shall be \$100,000 (“**Non-Monetary Relief Claims Expenses Sublimit of Liability**”). The **Non-Monetary Relief Claims Expenses Limit of Liability** shall be part of, and not in addition to, the Policy Aggregate Limit of Liability set forth in Item 3 of the Declarations. We shall have the right and duty to investigate, or participate in the defense of, or defend any such **Non-Monetary Relief Claims**.

2. **SECTION VIII – DEFINITIONS**, subsection **D, Damages**, is amended to add the following:

- **Damages** shall not include the cost of compliance with any order for, grant of, or agreement to provide non-monetary relief or redress, including but not limited to charges for services rendered, declaratory relief, equitable relief or injunctive relief.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #5

This endorsement, effective on 7/1/2022 at 12:01 am, forms a part of Policy No. QPO01143-02 issued to City of University City by QBE Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT – PRESERVATION OF GOVERNMENTAL IMMUNITY

This endorsement modifies insurance provided under the following:

Public Officials and Employment Practices Liability Coverage Form

It is hereby understood and agreed that **SECTION I – COVERAGE** part **A. Insuring Agreement** is amended to include the following:

3. This insurance applies to the tort liability of any Insured only to the extent that such tort liability is not subject to any defense of sovereign or governmental immunity under Missouri law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

It is further understood and agreed that **SECTION VII – CONDITIONS** is amended to include the following:

P. Preservation of Governmental Immunity

Your purchase of this policy is not a waiver, under Missouri Revised Statute Section 537.610 or Missouri Revised Statute Section 71.185, or any other applicable statute, or any amendments to those sections, of any sovereign or governmental immunity that would be available to any Insured had you not purchased this policy.

All other terms and conditions of this policy remain unchanged.

We are happy to provide you with the Public Officials renewal quote. First, we'd like to include the marketing summary for this years' renewal:

- Travelers: Declined – due to extensive claim history and number of open claims.
- Chubb: Declined – due to claims and financials.
- Cincinnati: Declined – due to loss ratio and number of open claims.
- Zurich: Declined – due to class of business – they do not write Municipalities.
- Hudson: Declined – due to loss history.
- Richmond National: Declined – due to class of business – they will not consider any risk in major metro area.
- RSUI: Does not offer third party coverage.
- Ironshore: Quoted – \$110,234 with \$250,000 deductible – in addition coverage is not as broad as Lexington.
- Kinsale: Quoted – \$85,696 with \$150,000 deductible – comparison w/Lexington shown below. Defense inside the limit. Has absolute abuse & molestation exclusion.
- Lexington: Quoted - \$111,673 with \$150,000 deductible – comparison w/Kinsale shown below. Defense outside the limit and broader coverage.

Current QBE coverage for 7/1/2022 – 7/1/2023: (QBE is non-renewing: no longer writing Municipalities)

Carrier: QBE Specialty Insurance Carrier (Non-Admitted Carrier)

AM Best Rated: A (Excellent) XIV

Limit: \$2,000,000 per claim/\$2,000,000 annual aggregate

Deductible: \$150,000 Professional/Employment Practices Liability

Policy Form: Claims Made and Reported

Non-Monetary Defense Expenses Sublimit: \$100,000

Crisis Management Sublimit: \$25,000

Prior & Pending Litigation Date: 7/1/2020

Back Wages Sublimit/Aggregate: Policy Limit

Retroactive Date: Full Prior Acts

Defense Costs – Unlimited and outside the limit. This is in addition to the applicable limit of liability.

Defense costs cease when policy limit is exhausted.

Wage & Hour Coverage – excluded

Governmental Immunity Endorsement Included

Choice of Counsel – With prior approval, insured can choose their counsel

Premium: **\$99,059 + \$500 fee = \$99,559**

25% Minimum Earned Premium with fee fully earned

Comparison between Kinsale and Lexington – Highlighted areas indicate coverage/limit differences:

The information provided does not express or imply coverage of any claim.

Feature or Issue	Kinsale	Lexington
Carrier Status	Non-admitted	Non-admitted
Policy Form	PUBEPL0001 0318	PRG 4142 (12/22)
Policy Type	Public Officials and Employment Practices Liability	Public Officials and Employment Practices Liability
Claims Made and Reported	Yes	Yes
Duty to Defend	Yes	Yes
Pay on Behalf	Yes	Yes
Defense Costs	Defense Inside Limit	Defense Outside Limit
Civil Rights	Yes	Yes
Conduct Exclusion(s) Pay on Behalf or Indemnity of Defense Until Final Adjudication	Yes - if claim is not otherwise excluded	Yes – if claim is not otherwise excluded
Back Pay/Front Pay	Yes	Yes
Mental Anguish/Emotional Distress for Employment Practices Claims	Yes	Yes
Claims Exclusively Seeking Non-monetary Relief for Public Officials and/or Employment Practices Claims - Pay on Behalf or Indemnity for Defense	Yes - 50k sub limit	Yes - 100k sub limit
Property Takings such as Eminent Domain - Pay on Behalf or Indemnity for Defense	No	Yes - \$25,000 sublimit
Exclusion for claims resulting from employment reduction in force for	Yes	No

period of one year prior to inception		
Zoning	Excluded	Silent
Crisis Management Cost	No feature observed	Yes - 50k sub-limit

This chart includes information about selected features of certain policy forms for Public Officials Liability policies generally available on a stand-alone basis to public entities as of June 2023. It is intended as a tool for agents when discussing possible benefits or limitations related to the identified features. Policy language, including amounts of sub-limited defense coverage offered for the identified features, is at the sole discretion of the issuing insurance companies and is subject to change at any time. Only the issuing insurance companies can offer coverage opinions on actual submitted claims. Such opinions would be based on policy form and

endorsement issued as well as facts specific to any particular claim at hand. This chart does not express or imply coverage of any claim.

Renewal Lexington coverage for 7/1/2023 – 7/1/2024:

Carrier: Lexington Insurance Carrier (Non-Admitted Carrier)
AM Best Rated: A (Excellent) XV
Limit: \$2,000,000 per claim/\$2,000,000 annual aggregate
Deductible: \$150,000 Professional/Employment Practices Liability

Policy Form: Claims Made and Reported
Non-Monetary Defense Expenses Sublimit: \$100,000
Crisis Management Sublimit: \$50,000
Prior & Pending Litigation Date: 7/1/2020
Retroactive Date: Full Prior Acts
Defense Costs – Unlimited and outside the limit. This is in addition to the applicable limit of liability.
Defense costs cease when policy limit is exhausted.
Wage & Hour Coverage – excluded
Governmental Immunity Endorsement Included
Choice of Counsel – In order to have attorneys considered, Lexington would need resumes and hourly rates for partners/associates/paralegals so they can consider. This would be needed prior to binding. We do see that Counsel John Mulligan is primarily the Attorney used for University City – we have requested this information from him to submit to Lexington.

Premium: **\$111,173 + \$500 fee = \$111,673**

25% Minimum Earned Premium with fee fully earned

Lexington Coverage Highlights:

1. *Claims made form*
2. *Full prior acts available*
3. *Pay on behalf*
4. *Duty to defend*
5. *Defense costs in addition to the limits of liability*
6. *No exclusion for back wages*
7. *Policy includes defense for non-monetary employment-related claims*
8. *Broad definition of Insured to include the entity, elected and appointed officials, and all personnel represented on the application*
9. *Punitive and exemplary damages – where insurable by law*
10. *\$5 million limits available*
11. *SIR or deductible option for retentions equal to or greater than \$100k*
12. *Coverage available in all 50 states*
13. *Admitted paper available in NY and NJ*

Typical Public Officials claims include:

1. *Wrongful termination*
2. *Discrimination*
3. *Failure to hire*
4. *Violation of civil rights*
5. *Land use & zoning issues*

We know this is a lot of information, but we want to provide as much as possible to help make your decision! After you review, please let us know us know if you have any questions.

We look forward to hearing from you.

Thank you,

Teri

Teri Bellamy

Account Manager

Risk Strategies Company

p [314-887-8901](tel:314-887-8901) | m 636-219-7776

tbellamy@risk-strategies.com

1715 Deer Tracks Trail, Suite 230 | St. Louis, MO 63131

Riskstrategies.com

The information contained in this electronic message and any attachments hereto are intended for the exclusive use of the addressee(s) and may contain confidential, proprietary and/or privileged information. If you are not the intended recipient please notify the sender immediately, do not copy or disclose the information to anyone and destroy all copies of this message and any attachments. You may not rely on e-mail communication to report a claim or to give us instructions to place, bind, change or terminate coverage unless we have subsequently confirmed to you in writing that we have received your message and will be taking the action you requested.



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

NUMBER: <i>For City Clerk Use</i>	CM20230626-01
---	----------------------

SUBJECT/TITLE:

Liquor License for 7 Eleven Sales Corporation, dba 7 Eleven Store #20118Q - 8159 Olive Boulevard. 63130

REQUESTED BY:

Keith Cole - Director of Finance

DEPARTMENT / WARD

Finance / All

AGENDA SECTION:

City Manager's Report

CAN ITEM BE RESCHEDULED?

Yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends the approval of the Liquor License

FISCAL IMPACT:

Liquor License fee - \$375

AMOUNT:

N/A

ACCOUNT No.:

N/A

FROM FUND:

N/A

TO FUND:

N/A

EXPLANATION:

7 Eleven Store #20118Q has applied for Intoxicating Liquor Not More Than 22%, by the Package, Retail liquor license, including Sunday Liquor License.

STAFF COMMENTS AND BACKGROUND INFORMATION:

The Applicant / Managing Officer is Stephen Mitchell. A background check / investigation by the Police Department revealed no disqualifying information. Department Approval has been granted from all necessary departments. Since the application is by the package, retail, the five recommendations from University City citizens are not required. Petition from business owners within a radius of 200 feet is not required due to applying by package, retail. A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business. 2022 personal property tax record for the applicant indicates payment of taxes. Current voter registration documentation for the applicant was provided.

CIP No.**RELATED ITEMS / ATTACHMENTS:**

1. Application for Liquor License
2. Inter-Office Memorandum Report from the Police Department

LIST CITY COUNCIL GOALS (S):

Prudent Fiscal Management

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

June 26, 2023



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

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

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

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

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

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

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

I. BUSINESS APPLYING FOR LICENSE:**A. BUSINESS NAME AND TYPE**

7-Eleven Sales Corporation dba 7-Eleven Store #20118Q

- ☐ Sole Owner
☐ Partnership
☒ Corporation
☐ Limited Liability Company

B. DESCRIPTION OF PREMISES AND ADDRESS:

DESCRIPTION: All of a single story building

ADDRESS: 8159 Olive Boulevard, University City, MO

HOURS OF OPERATION: 24/7

C. PHONE:**II. MANAGING OFFICER:**

A. NAME: (LAST)

Mitchell

(FIRST)

Stephen

(MIDDLE INITIAL)

G

B. ADDRESS, CITY & ZIP CODE:

#2 Janssen Place Kansas City, MO 64109

C. PHONE:

D. DATE OF BIRTH:

F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)

816.460.5716

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

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

I. MISSOURI RESIDENT SINCE: (MONTH & YR)

K. TOWNSHIP:

L. COUNTY:

Jackson

M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT:

Senior Counsel

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

Lathrop GPM LLP

FOR PARTNERSHIP OR LIMITED PARTNERSHIP**NUMBER OF MEMBERS:**

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

FOR CORPORATION OR LIMITED LIABILITY COMPANY**NUMBER OF MEMBERS:**

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

Robert Schwerin - Pres/Dir - 2724 Morgan Hill, Frisco TX 75252 972.828.1610

Rankin Gasaway - VP/Secretary/Dir - 17623 Cedar Creek Canyon Drive, Dallas, TX 75252 972.828.7024

David Seltzer - VP/Treasurer - 730 Ashleigh Lane, Southlake, TX 76092 972.828.2774

OTHER PERSONS**NUMBER OF MEMBERS:**

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

7-Eleven Sales Corporation - Shareholder - 3200 Hackberry Road, Irving, TX 75063 972.828.7011

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

Officers of 7-Eleven

III. OTHER INFORMATION

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

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

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

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

D. EXPLAIN (WHEN, WHERE?)

I serve as Managing Officer for other 7-Eleven stores in MO

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

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

F. EXPLAIN (WHEN, WHERE?)

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

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

H. EXPLAIN (WHEN, WHERE?)

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

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

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

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

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

☐ RESTAURANT

Package liquor - off premise

☐ ROOM

☐ OTHER (PLEASE EXPLAIN)

L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ 1,833,684 OTHER (INCLUDING LIQUOR) \$ 1,849,788

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

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

☐ YES ☒ NO

AMOUNT OWED:

\$

NAME:

ADDRESS, CITY, STATE, & ZIP:

PHONE:

OCCUPATION:


STATE OF MISSOURI)
COUNTY OF Jackson) SS.

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



SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 6th OF June 2023


NOTARY PUBLIC

MY COMMISSION EXPIRES:

2/25/2027

ANGELA L. SANDERS
Commission #15147280
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: Feb. 25, 2027

THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief	Date: _____
Comments: _____	
Community Development	Date: _____
Comments: _____	
City Manager	Date: _____
Comments: _____	

IV. SUNDAY LIQUOR LICENSE

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

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

A. APPLICANT NAME: (LAST)	(FIRST)	(MIDDLE INITIAL)
Mitchell	Stephen	G

B. BUSINESS NAME:	PHONE NUMBER:
7-Eleven Store #20118Q	314-991-5934

Type of Liquor License held or applied for:

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

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

Signature of Applicant



Title of Applicant

Stephen Mitchell, Managing Officer

Date

June 6, 2023

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

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

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

1) Date: _____ Na me: _____

Location of University City real property taxed in your name: _____

How long have you known applicant? _____ Are you related? _____

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? _____

Do you vouch for applicant's moral character and reputation? _____

Phone Number: _____ Signature: _____

2) Date: _____ Na me: _____

Location of University City real property taxed in your name: _____

How long have you known applicant? _____ Are you related? _____

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? _____

Do you vouch for applicant's moral character and reputation? _____

Phone Number: _____ Signature: _____

3) Date: _____ Na me: _____

Location of University City real property taxed in your name: _____

How long have you known applicant? _____ Are you related? _____

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? _____

Do you vouch for applicant's moral character and reputation? _____

Phone Number: _____ Signature: _____

4) Date: _____ Na me: _____

Location of University City real property taxed in your name: _____

How long have you known applicant? _____ Are you related? _____

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? _____

Do you vouch for applicant's moral character and reputation? _____

Phone Number: _____ Signature: _____

5) Date: _____ Na me: _____

Location of University City real property taxed in your name: _____

How long have you known applicant? _____ Are you related? _____

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? _____

Do you vouch for applicant's moral character and reputation? _____

Phone Number: _____ Signature: _____

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

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

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

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

NAME	ADDRESS
------	---------

NAME	ADDRESS
------	---------

[illegible]

(Attach additional sheet if necessary)

VII. ADDITIONAL INFORMATION

USE THIS SHEET FOR ANY ADDITIONAL INFORMATION. LIST PAGE, SECTION, AND LETTER TO WHICH THE INFORMATION APPLIES.

[illegible]

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



Missouri
DEPARTMENT OF REVENUE

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

7 ELEVEN SALES CORP
3200 HACKBERRY RD
IRVING, TX 75063-0131

DATE: 03/09/2023
VALID THROUGH: 06/07/2023

CERTIFICATE OF NO TAX DUE

MISSOURI ID: 12520772
Notice Number 2038377033

To Supervisor of Liquor Control: The Department of Revenue, State of Missouri, certifies the above listed taxpayer has filed all required returns and paid all sales, use, or withholding tax due, including penalties and interest, and does not owe any sales, use, and withholding tax, as of March 8, 2023. This review does not include returns that are not required to be filed as of this date or that have been filed but not yet processed by the Department.

This certificate is only for the purpose of obtaining a liquor license and is not pursuant to Section 144.150, RSMo.

This statement only applies to sales, use, and withholding tax due and is not to be construed as limiting the authority of the Director of Revenue to assess, or pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

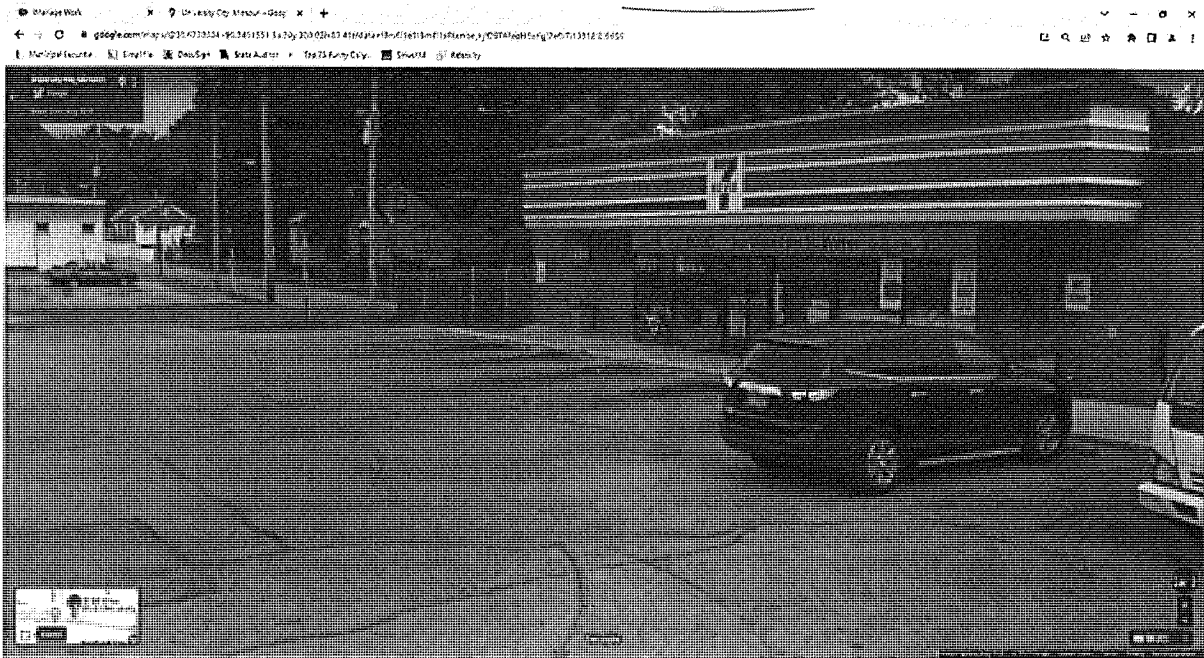
THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

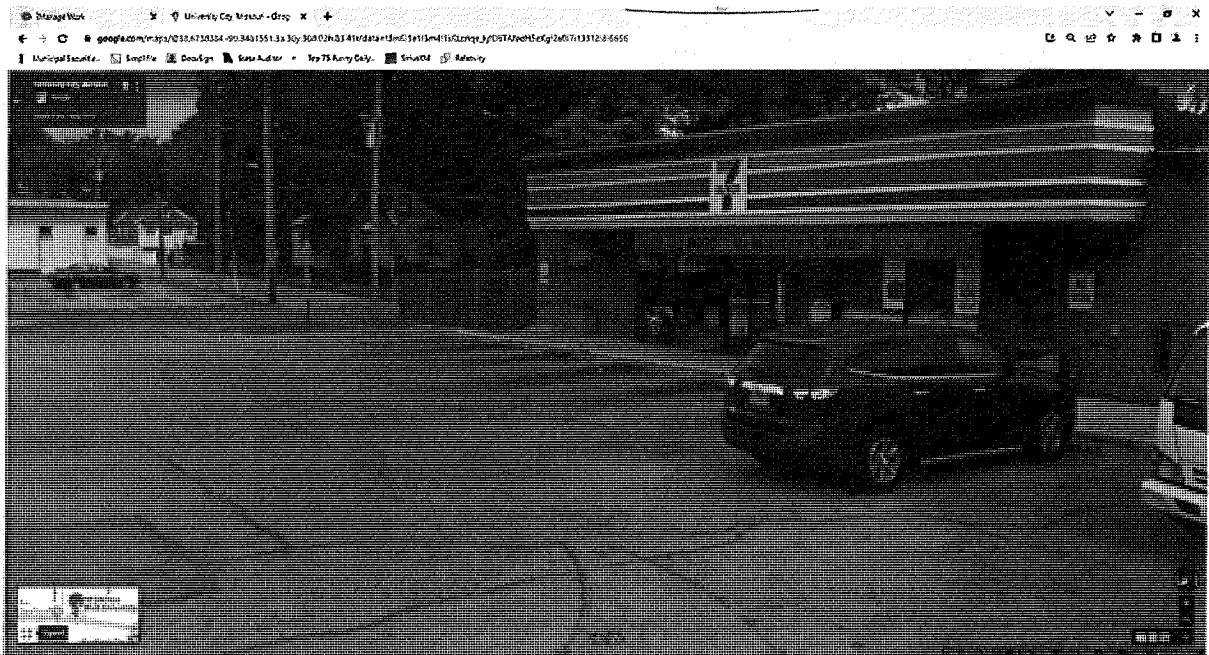
TAXATION DIVISION

Check Your Voter Registration

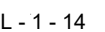
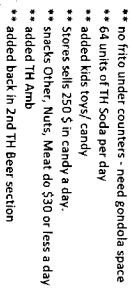
Yes, Stephen Mitchell is registered at 2 JANSSEN PL KANSAS CITY, 64109

Your precinct is 4.07. To view your polling place and a listing of candidates and issues on the next ballot, please visit our [Voter Outreach Portal](#)





Layout #20118





Official Receipt

Jackson County, MO

2022 Property Tax

Paid December 30th, 2022

Receipt Details

Receipt Number
13510010

Amount Applied
\$230.32

Payer Name
MITCHELL STEPHEN

Tender Type
ACH

Payer Address
2 JANSSEN PL
KANSAS CITY, MO 64109

Personal Property

Property Account Number 074176554

Name
MITCHELL STEPHEN

Address
2 JANSSEN PL
KANSAS CITY, MO 64109

Since
1980-01-01

To
--

Tax Year 2022

Receipt Details

Type
TRUCK

Make
JEEP

Model
GRAND CHEROKEE

Series
4D LAREDO 2WD I6

Model Year
2000

Item ID
1J4GW4851YC342801

Plate Number
--

Name on Title 1
MITCHELL STEPHEN

Type
TRUCK

Make
BUICK

Model
ENCLAVE

Series
4D LEATHER 2WD

Model Year
2012

Item ID
5GAKRCED4CJ194947

Plate Number
--

Amount Applied
\$230.32

Unpaid Balance
\$0.00

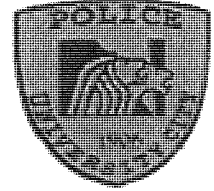
Description
A/V Principal-Regular

Distribution of Districts

STATE BLIND PENSION
\$0.84



Inter-office Memo



Date: 5/22/2023

TO: Colonel Hampton, Chief of Police DSN 391
FROM: Lieutenant Shawn Whitley DSN 372
SUBJECT: 8159 Olive Blvd (Liquor License Application)
CC:

Business

7 Eleven
8159 Olive Blvd
University City MO. 63130

Applicant/Owner

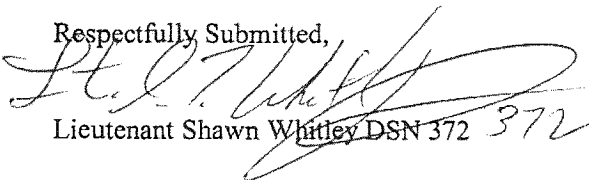
Applicant: Stephen Mitchell
Home Address: 2 Janssen Place
Kansas City MO. 64109

D.O.B:
SSN: N/A
Phone: 816-550-2687

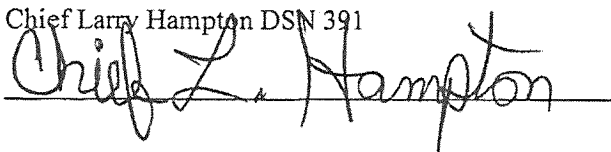
Sir,

I have reviewed the findings of the investigation completed by Detective Nodari concerning the liquor license application submitted by, **Stephen Mitchell, located at 8159 Olive Blvd, University City, MO 63130.** Det. Nodari's investigation was thorough and revealed no cause for a denial for a City of University Liquor License as applied for by Stephen Smith of the 7 Eleven.

Respectfully Submitted,


Lieutenant Shawn Whitley DSN 372

Chief Larry Hampton DSN 391





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

NUMBER: <i>For City Clerk Use</i>	NB20230626-01
---	----------------------

SUBJECT/TITLE:

Committed Fund Reserves for Various Funds

REQUESTED BY:

Keith Cole, Director of Finance

DEPARTMENT / WARD

Finance / All

AGENDA SECTION:

New Business - Resolution 2023-11

CAN ITEM BE RESCHEDULED?

No

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

The City Manager recommends approval of the Committed Fund Reserves

FISCAL IMPACT:

See attached.

AMOUNT:

See Attached

ACCOUNT No.:

N/A

FROM FUND:

N/A

TO FUND:

N/A

EXPLANATION:

Various programs and projects were earmarked or in progress at the end of FY2023. These programs / projects were budgeted in FY2023 and previous years; however, the funds were not spent completely. Funds were budgeted in the General, Capital Improvement Sales Tax, Grants, Economic Development Retail Sales Tax, Parks and Stormwater Sales Tax, Solid Waste, Golf Course, Internal Service (Fleet Maint.), and Public Safety Sales Tax. Therefore, these funds are needed to be committed to cover all expenditures incurred in FY2024 when the continued programs / projects are completed.

STAFF COMMENTS AND BACKGROUND INFORMATION:

This resolution approves the Committed Fund Reserves.

CIP No.

N/A

RELATED ITEMS / ATTACHMENTS:

1. Resolution 2023 - 11

LIST CITY COUNCIL GOALS (S):

Prudent Fiscal Management

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

June 26, 2023

Resolution 2023 - 11

A Resolution Approving the Committed Fund Reserves

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of University City, Missouri, that the City Council directs the fund reserves to be committed to and applied to items previously budgeted in FY 2023 and previous years but were not spent.

BE IT FURTHER RESOLVED that the City Council directs the fund reserves to be committed to and applied to the following items:

Committed:

General Fund:

Parks Software System (FY22)	\$ 15,000
Metcalf Park Renew/Surfacing (FY22)	16,500
Eastgate Playground Painting (FY23)	10,500
Eastgate Playground Surfacing (FY23)	4,000
Kingsland Playground Painting (FY23)	12,500
Heman Park Fencing (FY23)	23,000
Professional Services-Parks Maintenance (FY23)	3,723
Professional Services-Centennial Commons (FY23)	13,625
Centennial Commons Improvements (FY22)	20,210
Dog Park Pavilion (FY22)	21,000
Federal Lobbyist Consultant	105,000
Debt Service - Annex & Court Renovation Project	200,000
	<hr/>
	\$ 445,058

Capital Improvement Sales Tax Fund:

Bridge Maintenance (FY23)	\$ 25,000
City Facilities Improvements (FY23)	150,000
Parking Meter Replacement Program (FY23)	50,000
Enhanced Street Lighting (FY23)	50,000
Curb & Sidewalk Replacement Program (FY22)	85,000
Curb & Sidewalk Replacement Program (FY23)	290,000
Street Maintenance Program (FY22)	320,000
Street Maintenance Program (FY23)	400,000
Salt Bin Storage Door (FY22)	20,000
Debt Service - Annex & Court Renovation Project	300,000
	<hr/>
	\$ 1,690,000

Resolution 2023 – 11

A Resolution Approving the Committed Fund Reserves, continued

Grants Fund:

Heman Park Playground (FY23)	\$	575,000
Curb & Sidewalk Replacement Program (FY23)		78,000
Street Maintenance Program (FY23)		520,000
Solid Waste Grant Projects (FY23)		100,000
		<hr/>
	\$	1,273,000

Economic Development Retail Sales Tax Fund:

Part-Time Trash Collection Staff Position	\$	60,000
		<hr/>
	\$	60,000

Parks and Stormwater Sales Tax Fund:

Centennial Commons Painting (FY22)	\$	114,000
Centennial Commons EIFS Painting (FY23)		55,000
Heman Park Pool Secondary Sanitary Unit (FY23)		75,000
Ruth Park Driving Range (FY22)		33,696
Boom Arm Attachment (FY23)		25,000
Heman Park Security & Ballfield Lighting (FY23)		8,050
City Facilities Improvements (FY23)		75,000
		<hr/>
	\$	385,746

Solid Waste Fund:

Yard Waste Removal Maint. Contract (FY23)	\$	50,000
Solid Waste Grant Projects		20,000
		<hr/>
	\$	70,000

Golf Course Fund

Ruth Park Septic System (FY23)	\$	15,000
Cooler/Ice Machine (FY23)		5,500
		<hr/>
	\$	20,500

Resolution 2023 - 11

A Resolution Approving the Committed Fund Reserves, continued

Fleet Maintenance Fund (Internal Service Fund)

Software System (FY23)	\$	15,000
Phase II Vehicle / Mower Lift (FY23)		9,600
	\$	24,600

Public Safety Sales Tax Fund

Police Vehicle Equipment Replacement Parts (FY23)	\$	60,000
Surveillance Cameras (FY23)		45,000
Debt Service - Annex & Court Renovation Project		400,000
	\$	505,000

Adopted this 26th day of June 2023.

Terry Crow, Mayor

Attest:

LaRette Reese, City Clerk



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

NUMBER: <i>For City Clerk Use</i>	NB20230626-02
---	----------------------

SUBJECT/TITLE:

Fiscal Year 2023-2024 (FY24) Budget and FY24-28 Capital Improvement Program.

REQUESTED BY:

Keith Cole, Director of Finance

DEPARTMENT / WARD

Finance / All

AGENDA SECTION:

New Business - Resolution 2023-12

CAN ITEM BE RESCHEDULED?

No

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

The City Manager recommends approval of the Proposed Fiscal Year 2023-2024 Annual Operating Budget and the Proposed Fiscal Year 2024-2028 Capital Improvement Program with the following amendments:

- Increase General Fund Transfer Out to Third Ward Revitalization Fund by \$16,000 for a total of \$108,000.
- Increase General Fund City Manager's Budget to include \$25,000 for Citizen Satisfaction Survey.
- Increase General Fund, Fund Balance by \$940,319, to reflect revenues received from Charter Settlement, minus \$41,000 to cover amendments highlighted above.

FISCAL IMPACT:

See attached.

AMOUNT:

See Attached

ACCOUNT No.:

N/A

FROM FUND:

See Attached

TO FUND:

See Attached

EXPLANATION:

The below resolution approves the Fiscal Year 2024 (FY24) All Funds Budget, and FY24-28 Capital Improvement Program.

STAFF COMMENTS AND BACKGROUND INFORMATION:

Included in the Fiscal Year 2023-2024 (FY24) Budget, the property tax rates for General Fund is being recommended to assume reduced tax rates as compared to FY2023. The current property tax rates are as follows:
Residential - \$0.4480
Commercial - \$0.4870
Personal Property - \$0.6800

CIP No.

N/A

RELATED ITEMS / ATTACHMENTS:

1. All Funds Budget Summary
2. Capital Improvement Program by Fund

LIST CITY COUNCIL GOALS (S):

Prudent Fiscal Management

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

June 26, 2023

The table below summarizes the total revenues and expenditures for All Funds.

Revenues	FY 2024 Budget
General	30,113,181
Capital Improvement	2,801,200
Park and Stormwater	2,001,000
Public Safety	2,291,000
Grants	1,035,315
Golf Course	900,000
Library	3,120,310
Fleet Maintenance	1,750,000
Solid Waste	3,291,200
Public Parking Garage	204,575
Loop Business District	319,543
Parkview Gardens Special District	103,500
Economic Development Sales Tax	1,000,500
Olive I-170 TIF RPA-1	-
Third Ward Revitalization	304,000
Equipment Replacement	100,000
Sewer Lateral	580,000
Total	49,915,324

Expenditures	FY 2024 Budget
General	30,744,129
Capital Improvement	2,976,337
Park and Stormwater	3,131,914
Public Safety	2,487,548
Grants	1,035,315
Golf Course	1,022,204
Library	2,677,831
Fleet Maintenance	1,723,784
Solid Waste	4,077,093
Public Parking Garage	252,416
Loop Business District	208,700
Parkview Gardens Special District	103,500
Economic Development Sales Tax	1,010,165
Olive I-170 TIF RPA-1	-
Third Ward Revitalization	-
Equipment Replacement	-
Sewer Lateral	555,908
Total	52,006,844

Note: The Library's Budget is included for information purposes only. The Library Board of University City approves its own budget.

The table below summarizes the Capital Improvement Program by Fund. The FY24 total program cost of \$24,850,975 is funded by the Capital Improvement Sales Tax Fund, Certificate of Participation, Golf Course Fund, Grant Fund, Park & Stormwater Sales Tax Fund, Public Safety Sales Tax Fund, and Solid Waste Fund.

City of University City

Summary of Capital Improvement Program By Fund		Project #	Priority	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
CAPITAL IMPROVEMENT SALES TAX FUND									
Aerial Bucket Truck - Replacement	PRF25-01	1		-	450,000	-	-	-	450,000
Air Compressor - Replacement	PWST24-08	3		35,000	-	-	-	-	35,000
Dump Truck - Replacement (1)	PWST24-05	1		150,000	-	-	-	-	150,000
Crack Sealer - Replacement	PWST24-10	1		50,000	-	-	-	-	50,000
Message Board Trailers - Replacement (1)	PWST24-11	2		20,000	20,000	-	-	-	40,000
One Ton Truck - Replacement	PWST24-12	1		-	75,000	-	-	-	75,000
Bridge Maintenance	PWE24/25-02	1		75,000	25,000	-	-	-	100,000
Central Garage/MURF Restoration	PWS24-05	1		140,000	-	-	-	-	140,000
City Facilities Improvements	PWST24/25-07	1		50,000	160,000	-	-	-	210,000
Road Tractor and Trailer Replacement	PWS25-07	1		-	275,000	-	-	-	275,000
Canton Ave Resurfacing and Upgrades PII	PWST24-01	1		360,230	-	-	-	-	360,230
Pershing Street Resurfacing and ADA upgrades	PWST24/25-02	1		8,000	256,000	-	-	-	264,000
Curb and sidewalk replacement	PWST24/28-03	1		200,000	422,000	422,000	422,000	422,000	1,888,000
Enhanced Street Lighting Replacement	PWST24/28-04	2		25,000	75,000	75,000	75,000	75,000	325,000
Street Maintenance Program	PWS24/28-05	1		400,000	700,000	800,000	800,000	900,000	3,600,000
Skid-Steer Loader - Replacement	PRP25-06	2		50,000	-	-	-	-	50,000
Total Capital Improvement Sales Tax Fund				1,563,230	2,458,000	1,297,000	1,297,000	1,397,000	8,012,230
CERTIFICATES OF PARTICIPATION									
Annex and Trinity Bld Renovations - Construction	PWF24-01	1		20,000,000	-	-	-	-	20,000,000
Total Certificates of Participation				20,000,000	-	-	-	-	20,000,000
GOLF COURSE FUND									
Wide Area Mower Replacement	GLF26-01	2		-	-	134,922	-		134,922
Tee Mower - Replacement	GLF24-02	2		36,000	-	-	-	-	36,000
3/4 Ton Pickup - Replacement	GLF24-03	2		-	65,000	-	-	-	65,000
Sprayer - Replacement	GLF28-01	2		-	-	-	-	45,000	45,000
Rough Mower - Replacement	GLF25-02	2		-	45,000	-	-	-	45,000
Golf Course Improvement	GLF24/25-01	1		-	-	-	-	-	-
Compact Tractor - Replacement	GLF27-01	2		-	-	-	55,000	-	55,000
Total Golf Course Fund				36,000	110,000	134,922	55,000	45,000	380,922
GRANT FUND									
Lewis Park Improvement	PRP28-01	1		-	-	-	-	525,000	525,000
Metcalf Park Improvement	PRP27-01	1		-	-	-	525,000	-	525,000
Rabe Park Improvement	PRP26-02	1		-	-	525,000	-	-	525,000
Canton Ave Resurfacing and Upgrades PII	PWST24-01	1		926,315	-	-	-	-	926,315
Pershing Street Resurfacing and ADA upgrades	PWST24/25-02	1		31,000	1,022,000	-	-	-	1,053,000
Curb and sidewalk replacement	PWST24/28-03	1		78,000	78,000	78,000	78,000	78,000	390,000
Total Grant Fund				1,035,315	1,100,000	603,000	603,000	603,000	3,944,315
METROPOLITAN SEWER DISTRICT									
Heman Park - Improvements	PRP24-01	1		-	-	7,183,020	-	-	7,183,020
Total Metropolitan Sewer District				-	-	7,183,020	-	-	7,183,020

The table below summarizes the Capital Improvement Program by Fund. The FY24 total program cost of \$24,850,975 is funded by the Capital Improvement Sales Tax Fund, Certificate of Participation, Golf Course Fund, Grant Fund, Park & Stormwater Sales Tax Fund, Public Safety Sales Tax Fund, and Solid Waste Fund.

City of University City

Summary of Capital Improvement Program By Fund	Project #	Priority	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
PARK AND STORM WATER SALES TAX FUND								
EAB Tree Replacement Program	PRF24/28/-03	1	75,000	75,000	75,000	75,000	75,000	375,000
Annual Tree Trimming Program	PRF24/28-04	4	200,000	200,000	200,000	200,000	200,000	1,000,000
Leaf Vacumm - Replacement	PRP24-04	3	30,430	-	-	-	-	30,430
Dog Park Restoration	PRP24-08	1	60,000	-	-	-	-	60,000
Athletic Field Restoration (Jack Buck)	PRP24-09	1	300,000	200,000	-	-	-	500,000
Mona Trail Restoration	PRP24-10	2	-	-	575,000	-	-	575,000
Heman Park Memorial Restoration	PRP24-11	1	-	200,000	-	-	-	200,000
Dump Truck Replacement	PRP25-01	1	-	-	208,970	-	-	208,970
Two 3/4 Ton Pickups - Replacement	PRP25-03	2	-	-	60,000	60,000	-	120,000
Heman Park Tennis Court Painting	PRP25-05	4	-	110,000	-	-	-	110,000
Kaufman Park Tennis Court Painting	PRP26-01	3	-	-	50,000	-	-	50,000
Rabe Park Improvement	PRP26-02	1	-	26,250	-	-	-	26,250
Mobile Stage Replacement	PRP26-03	3	-	-	50,000	-	-	50,000
Metcalf Park Improvements	PRP27-01	2	-	-	-	26,250	-	26,250
Lewis Park Improvement	PRP28-01	3	-	-	-	-	26,250	26,250
3/4 Ton Pickup - Replacement	PWA25-01	2	-	60,000	-	-	-	60,000
Centennial Commons HVAC Upgrades	PWF24-03	1	100,000	-	-	-	-	100,000
Centennial Commons Counters and Cabinets	PWF25-004	4	36,000	-	-	-	-	36,000
Centennial Commons Interior Lighting Replacement	PWF25-06	3	-	36,000	-	-	-	36,000
City Facilities Improvement	PWST24/25-07	1	175,000	65,000	-	-	-	240,000
Surveillance ameras for Parks	PD24-04	1	45,000	-	-	-	-	45,000
Skid-Steer Loader - Replacement	PRP25-06	2	50,000	-	-	-	-	50,000
Aerial Bucket Truck - Replacement	PWST24-07	1	-	175,000	-	-	-	175,000
Dump Truck - Replacement (1)	PWST24-05	1	150,000	-	-	-	-	150,000
Dead and /or Hazardous Tree Removal and Replacement Program	PRF24/28-02	1	50,000	50,000	50,000	50,000	50,000	250,000
Total Park and Storm Water Sales Tax Fund			1,271,430	1,197,250	1,268,970	411,250	351,250	4,500,150
PUBLIC SAFETY SALES TAX FUND								
SCBA Harness replacement	FIRE24/27-01	2	50,000	50,000	50,000	50,000	-	200,000
Communications radio replacement	FIRE24/28-03	2	50,000	50,000	50,000	50,000	50,000	250,000
Drome replacement	FIRE24-04	2	40,000	-	-	-	-	40,000
Speed Trailers/ Radar Signs	PD24-02	1	35,000	-	-	-	-	35,000
Computer Servers / Software / Labor	PD24-01	1	80,000	-	-	-	-	80,000
Unmanned Aerial Vehicle / Drones	PD24-03	1	30,000	-	-	-	-	30,000
Police Vehicle Fleet & Equip Replace	PD24-05	1	105,000	-	-	-	-	105,000
Total Public Safety Sales Tax Fund			390,000	100,000	100,000	100,000	50,000	740,000
SOLID WASTE FUND								
1-Ton Dump Truck - Replacement	PWS-01	3	75,000	-	-	-	-	75,000
Solid Waste Grant Projects	PWS24/28-03	2	120,000	120,000	120,000	120,000	120,000	600,000
Automated Solid Waste Truck Replacement	PWS-04	1	-	360,000	-	-	-	360,000
Transfer Station Compactor - Replacement	PWS24-06	1	-	275,000	-	-	-	275,000
Automated Side Alley Loading Truck Replacement	PWS-07	1	360,000	-	360,000	-	-	720,000
Total Solid Waste Fund			555,000	755,000	480,000	120,000	120,000	2,030,000
GRAND TOTAL OF CIP PROGRAM			\$ 24,850,975	\$ 5,720,250	\$ 11,066,912	\$ 2,586,250	\$ 2,566,250	\$ 46,790,637

Resolution 2023 - 12

A Resolution Approving the Fiscal Year 2023-2024 (FY 2024) budget for the City of University City and Appropriating Said Amounts, for All Funds, FY 24-28 Capital Improvement Program, and Recommended FY2024 Budget Amendments.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of University City, Missouri, that the Annual Budget for the fiscal year beginning July 1, 2023, as prepared by the City Manager and presented to the City Council on June 26, 2023, after the required public hearing thereof, including any revisions as of this date, is hereby adopted.

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

Adopted this 26th day of June 2023

Terry Crow, Mayor

Attest:

LaRette Reese, City Clerk



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

NUMBER: <i>For City Clerk Use</i>	NB220230626-03
---	-----------------------

SUBJECT/TITLE:

Application to vacate and surrender a public alley located at or near 6322 Bartmer Industrial Court.

REQUESTED BY:

John L. Wagner

DEPARTMENT / WARD

Community Development/3

AGENDA SECTION:

New Business - Bill 9516

CAN ITEM BE RESCHEDULED?

Yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends approval.

FISCAL IMPACT:

N/A

AMOUNT:

ACCOUNT No.:

FROM FUND:

TO FUND:

EXPLANATION:

N/A

STAFF COMMENTS AND BACKGROUND INFORMATION:

This is a request to vacate an alley right-of-way easement on the western side of the lot at 6322 Bartmer Industrial Court. The right-of-way area consists of 0.028 acres, as shown in Exhibit A of the draft bill 9516.

CIP No.

RELATED ITEMS / ATTACHMENTS:

A draft ordinance is attached and Easement Vacation application are attached.

LIST CITY COUNCIL GOALS (S):

RESPECTFULLY SUBMITTED:

City Manager, Gregoroy Rose

MEETING DATE:

June 26, 2023

INTRODUCED BY:_____

DATE:_____

BILL NO. 9516

ORDINANCE NO.

**AN ORDINANCE VACATING AND SURRENDERING A PUBLIC ALLEY LOCATED
AT OR NEAR 6322 BARTMER INDUSTRIAL DRIVE.**

WHEREAS, there is a public alley in Lot 24 in Block A of West Horton Place, at or near 6322 Bartmer Industrial Court, within the City of University City, in St. Louis County, Missouri, according to the plat recorded in Plat Book 5, Page 2 in the office of the Recorder of Deeds of St. Louis County, Missouri; and

WHEREAS, due notice of a public hearing on the vacation of said public alley to be held by the City Council of City of University City Council on July 10, 2023 at 6:30 p.m., was duly published in the St. Louis Countian, a newspaper of general circulation within said City, on June 25, 2022; and

WHEREAS, said public hearing was held at the time and place specified in the notice, and all comments concerning the vacation 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. The public alley in Lot 24 in Block A of West Horton Place, at or near 6322 Bartmer Industrial Court in the City of University City in St. Louis County, Missouri, and all of the City of University City's rights, title and interest therein is hereby vacated, surrendered and quitclaimed, but reserving all public utility easements, if any; said property is more specifically described as follows:

A TRACT OF LAND BEING PART OF LOT 24 IN BLOCK A OF WEST HORTON PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 2 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDER'S OFFICE BEING THAT PORTION OF LOT 24 CONDEMNED FOR AN ALLEY IN CAUSE NO. 72472 OF THE CIRCUIT COURT OF ST. LOUIS COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 24 IN BLOCK A; THENCE NORTH 00 DEGREES 37 MINUTES 15 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 24 IN BLOCK A, A DISTANCE OF 120.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 24 IN BLOCK A, AND BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF VACATED BARTMER AVENUE (60'w.); THENCE ALONG THE NORTHERLY LINE OF SAID LOT 24 IN BLOCK A, SOUTH 88 DEGREES 45 MINUTES 45 SECONDS EAST, A DISTANCE OF 10.12 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 37 MINUTES 15 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 24 IN BLOCK A,

SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF BARTMER INDUSTRIAL DRIVE (50'w.); THENCE ALONG SAID SOUTHERLY LINE OF LOT 24 IN BLOCK A, NORTH 88 DEGREES 45 MINUTES 45 SECONDS WEST, A DISTANCE OF 10.12 FEET TO THE POINT OF BEGINNING, CONTAINING 1,214 SQUARE FEET, OR 0.028 ACRES, MORE OR LESS.

Section 2. Said public alley is further described and shown hachured on the attached Alley Vacation, marked “Exhibit A” and incorporated herein by this reference thereto.

Section 3. The City Clerk is hereby directed to have this ordinance recorded in the office of the Recorder of Deeds of St. Louis County, Missouri.

Section 4. 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:

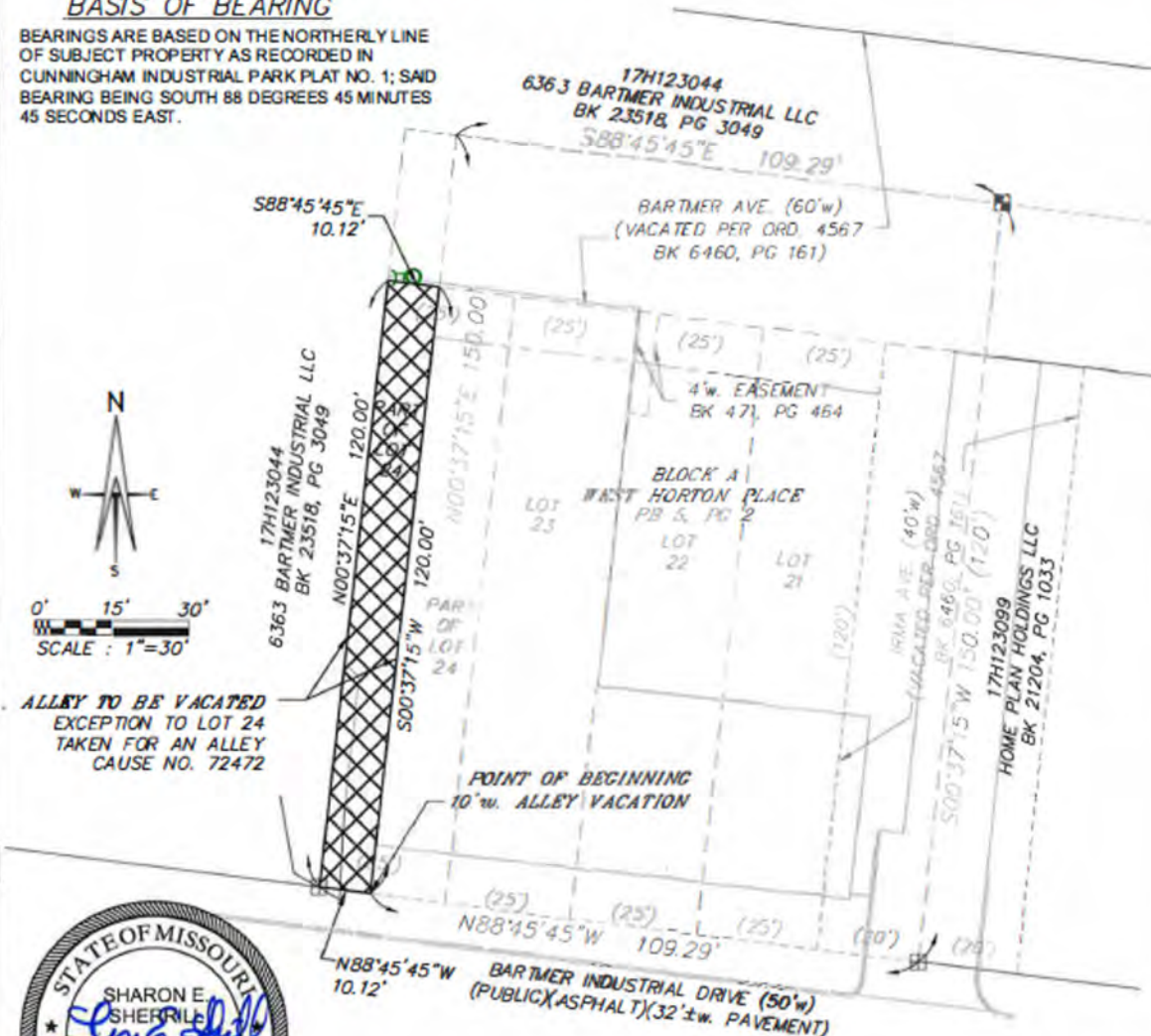
CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

ALLEY VACATION

BASIS OF BEARING



1,214± SQUARE FEET
0.028± ACRES

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NO.	DATE	REV.
1	2-13	TITLE
PROJECT NO.		225870
DRAWN	SES	CHECKED
DATE	02-02-2022	

SHEET 2 OF 2

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

TO THE CITY COUNCIL
OF THE CITY OF UNIVERSITY CITY
STATE OF MISSOURI

PETITION FOR
VACATION

Petitioners, Invictus Real Estate Management LLC, respectfully state to the City Council of the City of University City, State of Missouri that:

- 1) They are the owners in fee simple of the following described parcel of real estate situated in the City of University City, State of Missouri, incorporated herein by reference, being more particularly described as follows:

LOTS 21, 22, 23 AND 24 IN BLOCK A OF WEST HORTON PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 2 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDER'S OFFICE (EXCEPTING THEREFROM THAT PORTION OF LOT 24 CONDEMNED FOR AN ALLEY IN CAUSE NO. 72472 OF THE CIRCUIT COURT OF ST. LOUIS COUNTY).

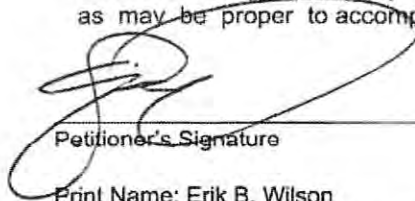
Property address: 6322 Bartmer Industrial Drive, St. Louis, MO
Locator number: 17H120993

- 2) Petitioners desire to have an alley, situated in University City, Missouri vacated. The portion of the alley and right-of-way proposed for vacation are legally described on the attached Exhibit "A", which is signed and sealed by a Professional Land Surveyor (PLS) registered in the State of Missouri. Evidence of the establishment of the alley is provided via the Title Commitment (Schedule B, exception #6(a)) and Survey of the property showing that the title exception is for an alley.
- 3) The alley proposed for vacation is identified by label or legend, and is shown hatched on the attached drawing, designated as Exhibit "B", which is signed and sealed by a Professional Land Surveyor (PLS) registered in the State of Missouri.
- 4) Petitioners are the owners in fee simple of property which abuts the portion of The alley and right-of-way proposed for vacation. The only remaining abutting property owner, 6363 Bartmer Industrial LLC, will notified of this proposed vacation, and provided with a Vacation Consent Form for the alley vacation sought, as legally described on the attached Exhibit "A", and as shown on the attached drawing(s) identified as Exhibit "B". The Vacation Consent Form from said abutting property owner will be submitted as a supplement to this petition, once we receive it back.
- 5) The various utility companies will be contacted to comment on this proposed vacation and/or give a release of easement for the right-of-way or easement proposed for

vacation, as previously described. Pursuant to Instruction #6 in the City's "Procedures for Vacation of Public Streets, Alleys or Easements..." once this application is submitted to the City, comments and/or releases will be sought from Spire Gas Company, AT&T Missouri, Missouri-American Water Company, Ameren Missouri, Metropolitan University City Sewer District and Charter Communications (in addition to anyone else the City directs). Their responses will be submitted as a supplement to this petition once we receive them.

- 6) The portion of the alley proposed for vacation is on the West side of Petitioner's property; and the portion of the right-of-way proposed for vacation, is located on the North side of Petitioner's property. Petitioners further state that the portion of the alley and right-of-way proposed for vacation, as previously described, are both located beyond the alley and right-of-way required by the City for any use. The petitioners have requested the vacation of said alley and right-of-way to add a portion of the vacated alley to their existing property and cure a title defect/exception to make it more marketable to a proposed purchaser of the property, who is currently leasing the property from Petitioner.
- 7) The vacation herein petitioned for will be in the interest of the public necessity, convenience, and general welfare.

WHEREFORE, Petitioners pray that the City Council of University City, Missouri, vacate the portion of the alley and right-of-way, as set forth in detail and previously described in this petition, and petitioners further pray that the portion of the alley and right-of-way, as herein described, shall revert to the Petitioners, who are the owners in fee simple of property adjoining or abutting this proposed vacation, as well as all those holding any reversionary interest, and ordain such further orders as may be proper to accomplish the vacation prayed.

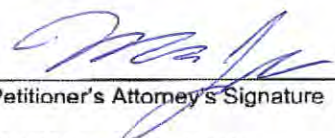


Petitioner's Signature
Print Name: Erik B. Wilson
Manager, Invictus Real Estate Management LLC

Address: 981 Quail Hollow Lane
Wildwood, MO 63021

Telephone #: 31 4517-6706

Email: erikonline@me.com



Petitioner's Attorney's Signature
Print Name: Marc Jacob
Managing Attorney

Address: 7710 Carondelet Ave, Ste 333
St. Louis, MO 63105

Telephone #: 31 4862-2237

Email: mjacob@jacob-law.com

STATE OF MISSOURI

)

)

ss.

COUNTY OF ST. Louis


)

On this 16 day of February, 2023, before me appeared Erik B. Wilson, to me personally known, who, being by me duly sworn, did say that he/she is the Manager of Invictus Real Estate Management LLC, a limited liability company of the State of Missouri, and that the the company has no seal, and that said instrument was signed and sealed on behalf of said company by authority of its Management; and said Erik B. Wilson acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary for
Erik B. Wilson
only

 2/16/2023

Notary Public

My Term Expires:

August 15, 2026

STATE OF MISSOURI

)

)

ss.

COUNTY OF ST. LOUIS

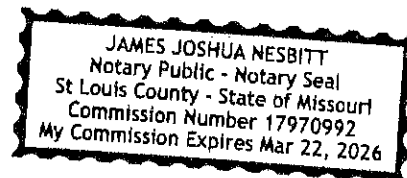
)

On this 16th day of February, 2023, before me personally appeared Marc Jacob, to me known to be the persons described in and who executed the forgoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My Term Expires:



ALLEY VACATION DESCRIPTION

EXHIBIT "A"

A TRACT OF LAND BEING PART OF LOT 24 IN BLOCK A OF WEST HORTON PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 2 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDER'S OFFICE BEING THAT PORTION OF LOT 24 CONDEMNED FOR AN ALLEY IN CAUSE NO. 72472 OF THE CIRCUIT COURT OF ST. LOUIS COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 24 IN BLOCK A; THENCE NORTH 00 DEGREES 37 MINUTES 15 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 24 IN BLOCK A, A DISTANCE OF 120.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 24 IN BLOCK A, AND BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF VACATED BARTMER AVENUE (60'w.); THENCE ALONG THE NORTHERLY LINE OF SAID LOT 24 IN BLOCK A, SOUTH 88 DEGREES 45 MINUTES 45 SECONDS EAST, A DISTANCE OF 10.12 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 37 MINUTES 15 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 24 IN BLOCK A, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF BARTMER INDUSTRIAL DRIVE (50'w.); THENCE ALONG SAID SOUTHERLY LINE OF LOT 24 IN BLOCK A, NORTH 88 DEGREES 45 MINUTES 45 SECONDS WEST, A DISTANCE OF 10.12 FEET TO THE POINT OF BEGINNING, CONTAINING 1,214 SQUARE FEET, OR 0.028 ACRES, MORE OR LESS.



SHERRILL ASSOCIATES, INC.

Surveyors - Engineers - Planners

316 Main Street
Edwardsville, IL 62025

(618) 656-9251
FAX (618) 656-9496



ILLINOIS DESIGN FIRM #184-001238

NO.	DATE	REV.
1	2-13	TITLE
PROJECT NO.	2258701	
DRAWN	SES	CHECKED
DATE	02-02-2023	SES

DISCLAIMER OF RESPONSIBILITY

I hereby specify that the documents intended to be authenticated by my seal are limited to this sheet, and I hereby disclaim any responsibility for all other Drawings, Specifications, Estimates, Reports or other Documents or instruments relating to or intended to be used for any part or parts of the engineering project or survey.

SHEET 1 OF 2 N-3-9

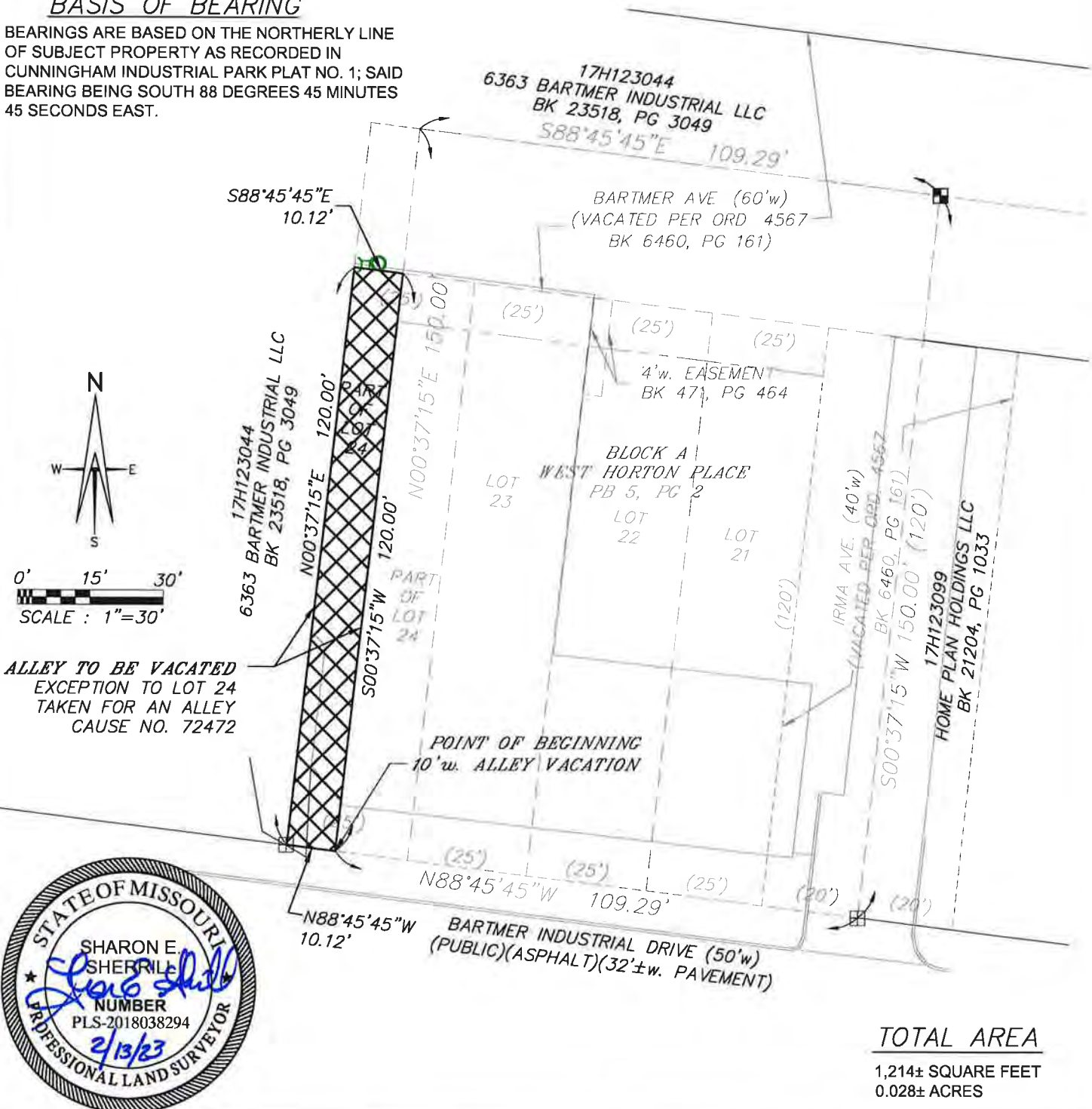
ALLEY VACATION

EXHIBIT "B"

A TRACT OF LAND BEING PART OF LOT 24 IN BLOCK A OF WEST HORTON PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 2 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDER'S OFFICE BEING THAT PORTION OF LOT 24 CONDEMNED FOR AN ALLEY IN CAUSE NO. 72472 OF THE CIRCUIT COURT OF ST. LOUIS COUNTY.

BASIS OF BEARING

BEARINGS ARE BASED ON THE NORTHERLY LINE OF SUBJECT PROPERTY AS RECORDED IN CUNNINGHAM INDUSTRIAL PARK PLAT NO. 1; SAID BEARING BEING SOUTH 88 DEGREES 45 MINUTES 45 SECONDS EAST.



SHERRILL ASSOCIATES, INC.

Surveyors — Engineers — Planners

316 Main Street
Edwardsville, IL 62025

(618) 656-9251
FAX (618) 656-9496



ILLINOIS DESIGN FIRM #184-001238

NO.	DATE	REV.
1	2-13	TITLE
PROJECT NO.	2258701	
DRAWN	SES	CHECKED
DATE	02-02-2023	SES

DISCLAIMER OF RESPONSIBILITY

I hereby specify that the documents intended to be authenticated by my seal are limited to this sheet, and I hereby disclaim any responsibility for all other Drawings, Specifications, Estimates, Reports or other Documents or instruments relating to or intended to be used for any part or parts of the engineering project or survey.

SHEET 2 OF 2N-3-10



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

NUMBER: <i>For City Clerk Use</i>	NB20230626-04
---	----------------------

SUBJECT/TITLE:

Compensation Ordinance Adjustments

REQUESTED BY:

Amy Williams

DEPARTMENT / WARD

Human Resources

AGENDA SECTION:

New Business - Bill 9517

CAN ITEM BE RESCHEDULED?

Yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

The City Manager recommends updating the Pay Ordinance with the following changes:

- Elevating the vacant Finance position of Accountant to Purchasing Manager
- Administering a 2% Cost of Living Adjustment (COLA) as proposed in the FY24 budget

FISCAL IMPACT:

The highest salary for the Accountant at a Grade 10 was \$78,510.78. The new Purchasing Manager's highest salary at a Grade 12 is \$101,350, making the highest impact potential - \$22,839.22
The fiscal impact for the 2% COLA is approximately \$280,000.

AMOUNT:

0

ACCOUNT No.:

NA

FROM FUND:

General Fund – 01

TO FUND:

General Fund – 01

EXPLANATION:

The proposed ordinance elevates one position and requests a 2% Cost of Living Adjustment (COLA) for all employees. Seasonal part-time hourly rates will remain the same. The City Manager recommends approval.

STAFF COMMENTS AND BACKGROUND INFORMATION:

No new positions are being proposed. The proposed updates to this ordinance seek only to elevate one position and administer the 2% COLA.

CIP No.

RELATED ITEMS / ATTACHMENTS:

Draft Bill 9517

LIST CITY COUNCIL GOALS (S):

Employees

RESPECTFULLY SUBMITTED:

City Manager, Gregorory Rose

MEETING DATE:

July 26 , 2023

INTRODUCED BY:

DATE: June 26, 2023

BILL NO. 9517

ORDINANCE NO:

**AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO
CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN
FROM AND AFTER JULY 10, 2023, AND REPEALING ORDINANCE
NO. 7228.**

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

Section 1. From and after July 10, 2023, City employees within the classified service of the City, hereinafter designated, shall receive as compensation for their services such amounts as may be fixed by the City Manager in accordance with Schedule A (Base Pay), included herein, with a salary not less than the lowest amount and not greater than the highest amount set forth in Schedule A, and shall additionally receive as compensation for their services such benefits generally provided in the Administrative Regulations and Civil Service Rules now in effect, all of which are hereby adopted, approved, and incorporated herein by this reference.

SCHEDULE A - BASE PAY STEPS FOR CLASSIFIED EMPLOYEES 2023

Grade	Position Title	Pay Frequency	Steps									
			A	B	C	D	E	F	G	H	I	J
1		Annually	\$28,975.09	\$30,423.84	\$31,945.03	\$33,542.29	\$35,219.40	\$36,980.37	\$38,829.39	\$40,770.86	\$42,809.40	\$44,949.87
		Monthly	\$2,414.59	\$2,535.32	\$2,662.09	\$2,795.19	\$2,934.95	\$3,081.70	\$3,235.78	\$3,397.57	\$3,567.45	\$3,745.82
		Bi-Weekly	\$1,114.43	\$1,170.15	\$1,228.66	\$1,290.09	\$1,354.59	\$1,422.32	\$1,493.44	\$1,568.11	\$1,646.52	\$1,728.84
		Hourly	\$13.93	\$14.63	\$15.36	\$16.13	\$16.93	\$17.78	\$18.67	\$19.60	\$20.58	\$21.61
2		Annually	\$30,423.91	\$31,945.10	\$33,542.36	\$35,219.48	\$36,980.45	\$38,829.47	\$40,770.95	\$42,809.50	\$44,949.97	\$47,197.47
		Monthly	\$2,535.33	\$2,662.09	\$2,795.20	\$2,934.96	\$3,081.70	\$3,235.79	\$3,397.58	\$3,567.46	\$3,745.83	\$3,933.12
		Bi-Weekly	\$1,170.15	\$1,228.66	\$1,290.09	\$1,354.60	\$1,422.33	\$1,493.44	\$1,568.11	\$1,646.52	\$1,728.85	\$1,815.29
		Hourly	\$14.63	\$15.36	\$16.13	\$16.93	\$17.78	\$18.67	\$19.60	\$20.58	\$21.61	\$22.69
3		Annually	\$31,945.22	\$33,542.49	\$35,219.61	\$36,980.59	\$38,829.62	\$40,771.10	\$42,809.66	\$44,950.14	\$47,197.65	\$49,557.53
		Monthly	\$2,662.10	\$2,795.21	\$2,934.97	\$3,081.72	\$3,235.80	\$3,397.59	\$3,567.47	\$3,745.84	\$3,933.14	\$4,129.79
		Bi-Weekly	\$1,228.66	\$1,290.10	\$1,354.60	\$1,422.33	\$1,493.45	\$1,568.12	\$1,646.53	\$1,728.85	\$1,815.29	\$1,906.06
		Hourly	\$15.36	\$16.13	\$16.93	\$17.78	\$18.67	\$19.60	\$20.58	\$21.61	\$22.69	\$23.83
4	Parking Attendant	Annually	\$33,542.50	\$35,219.62	\$36,980.60	\$38,829.63	\$40,771.11	\$42,809.67	\$44,950.15	\$47,197.66	\$49,557.54	\$52,035.42
	Police/Fire Cadet	Monthly	\$2,795.21	\$2,934.97	\$3,081.72	\$3,235.80	\$3,397.59	\$3,567.47	\$3,745.85	\$3,933.14	\$4,129.80	\$4,336.29
	Clerk Typist	Bi-Weekly	\$1,290.10	\$1,354.60	\$1,422.33	\$1,493.45	\$1,568.12	\$1,646.53	\$1,728.85	\$1,815.29	\$1,906.06	\$2,001.36
		Hourly	\$16.13	\$16.93	\$17.78	\$18.67	\$19.60	\$20.58	\$21.61	\$22.69	\$23.83	\$25.02
5	Custodian	Annually	\$35,219.62	\$36,980.60	\$38,829.63	\$40,771.11	\$42,809.67	\$44,950.15	\$47,197.66	\$49,557.54	\$52,035.42	\$54,637.19
		Monthly	\$2,934.97	\$3,081.72	\$3,235.80	\$3,397.59	\$3,567.47	\$3,745.85	\$3,933.14	\$4,129.80	\$4,336.29	\$4,553.10
		Bi-Weekly	\$1,354.60	\$1,422.33	\$1,493.45	\$1,568.12	\$1,646.53	\$1,728.85	\$1,815.29	\$1,906.06	\$2,001.36	\$2,101.43
		Hourly	\$16.93	\$17.78	\$18.67	\$19.60	\$20.58	\$21.61	\$22.69	\$23.83	\$25.02	\$26.27
6	Laborer	Annually	\$36,980.60	\$38,829.63	\$40,771.11	\$42,809.67	\$44,950.15	\$47,197.66	\$49,557.54	\$52,035.42	\$54,637.19	\$57,369.05
	Compliance Officer	Monthly	\$3,081.72	\$3,235.80	\$3,397.59	\$3,567.47	\$3,745.85	\$3,933.14	\$4,129.80	\$4,336.29	\$4,553.10	\$4,780.75
		Bi-Weekly	\$1,422.33	\$1,493.45	\$1,568.12	\$1,646.53	\$1,728.85	\$1,815.29	\$1,906.06	\$2,001.36	\$2,101.43	\$2,206.50
		Hourly	\$17.78	\$18.67	\$19.60	\$20.58	\$21.61	\$22.69	\$23.83	\$25.02	\$26.27	\$27.58

SCHEDULE A - BASE PAY STEPS FOR CLASSIFIED EMPLOYEES 2023

Steps

<i>Grade</i>	<i>Position Title</i>	<i>Pay Frequency</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>	<i>G</i>	<i>H</i>	<i>I</i>	<i>J</i>
7	Advanced Clerk Typist	Annually	\$38,829.44	\$40,770.91	\$42,809.46	\$44,949.93	\$47,197.43	\$49,557.30	\$52,035.17	\$54,636.93	\$57,368.77	\$60,237.21
	Laborer-Light Equipment Operator	Monthly	\$3,235.79	\$3,397.58	\$3,567.46	\$3,745.83	\$3,933.12	\$4,129.78	\$4,336.26	\$4,553.08	\$4,780.73	\$5,019.77
		Bi-Weekly	\$1,493.44	\$1,568.11	\$1,646.52	\$1,728.84	\$1,815.29	\$1,906.05	\$2,001.35	\$2,101.42	\$2,206.49	\$2,316.82
		Hourly	\$18.67	\$19.60	\$20.58	\$21.61	\$22.69	\$23.83	\$25.02	\$26.27	\$27.58	\$28.96
8	Administrative Secretary	Annually	\$41,159.24	\$43,217.20	\$45,378.06	\$47,646.96	\$50,029.31	\$52,530.78	\$55,157.32	\$57,915.18	\$60,810.94	\$63,851.49
	Assistant to the Prosecutor	Monthly	\$3,429.94	\$3,601.43	\$3,781.51	\$3,970.58	\$4,169.11	\$4,377.56	\$4,596.44	\$4,826.27	\$5,067.58	\$5,320.96
	Court Clerk II	Bi-Weekly	\$1,583.05	\$1,662.20	\$1,745.31	\$1,832.58	\$1,924.20	\$2,020.41	\$2,121.44	\$2,227.51	\$2,338.88	\$2,455.83
	Equipment Operator	Hourly	\$19.79	\$20.78	\$21.82	\$22.91	\$24.05	\$25.26	\$26.52	\$27.84	\$29.24	\$30.70
	Account Clerk II											
9	Administrative Assistant	Annually	\$45,319.68	\$47,585.66	\$49,964.94	\$52,463.19	\$55,086.35	\$57,840.67	\$60,732.70	\$63,769.33	\$66,957.80	\$71,500.89
	Accounts Payable Specialist	Monthly	\$3,776.64	\$3,965.47	\$4,163.75	\$4,371.93	\$4,590.53	\$4,820.06	\$5,061.06	\$5,314.11	\$5,579.82	\$5,958.41
	Dispatcher	Bi-Weekly	\$1,743.06	\$1,830.22	\$1,921.73	\$2,017.81	\$2,118.71	\$2,224.64	\$2,335.87	\$2,452.67	\$2,575.30	\$2,750.03
	Executive Secretary to the Director	Hourly	\$21.79	\$22.88	\$24.02	\$25.22	\$26.48	\$27.81	\$29.20	\$30.66	\$32.19	\$34.38
	Executive Secretary to the Police Chief											
	General Maintenance Worker											
	Heavy Equipment Operator											
	Inspector I											
	Mechanic I											
	Print Shop Operator											
	Recreation Supervisor I											
	Tree Trimmer											

SCHEDULE A - BASE PAY STEPS FOR CLASSIFIED EMPLOYEES 2023

Steps

<i>Grade</i>	<i>Position Title</i>	<i>Pay Frequency</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>	<i>G</i>	<i>H</i>	<i>I</i>	<i>J</i>
10	Accountant	Annually	\$50,758.04	\$53,295.94	\$55,960.74	\$58,758.77	\$61,696.71	\$64,781.55	\$68,020.62	\$71,421.66	\$74,992.74	\$80,080.99
	Administrative Analyst	Monthly	\$4,229.84	\$4,441.33	\$4,663.39	\$4,896.56	\$5,141.39	\$5,398.46	\$5,668.39	\$5,951.80	\$6,249.39	\$6,673.42
	Budget Analyst-Purchasing Specialist	Bi-Weekly	\$1,952.23	\$2,049.84	\$2,152.34	\$2,259.95	\$2,372.95	\$2,491.60	\$2,616.18	\$2,746.99	\$2,884.34	\$3,080.04
	Crew Leader	Hourly	\$24.40	\$25.62	\$26.90	\$28.25	\$29.66	\$31.14	\$32.70	\$34.34	\$36.05	\$38.50
	Crime Analyst											
	Human Resources Generalist											
	Information Technology Specialist											
	Lead Dispatcher - Supervisor											
	Lead Inspector											
	Mechanic II											
	Public Works Parks Inspector											
	Recreation Supervisor II											
11	Court Administrator	Annually	\$56,849.00	\$59,691.45	\$62,676.02	\$65,809.83	\$69,100.32	\$72,555.33	\$76,183.10	\$79,992.25	\$83,991.87	\$89,690.71
	Facilities Manager	Monthly	\$4,737.42	\$4,974.29	\$5,223.00	\$5,484.15	\$5,758.36	\$6,046.28	\$6,348.59	\$6,666.02	\$6,999.32	\$7,474.23
	Fleet Manager	Bi-Weekly	\$2,186.50	\$2,295.83	\$2,410.62	\$2,531.15	\$2,657.70	\$2,790.59	\$2,930.12	\$3,076.63	\$3,230.46	\$3,449.64
	Financial Analyst	Hourly	\$27.33	\$28.70	\$30.13	\$31.64	\$33.22	\$34.88	\$36.63	\$38.46	\$40.38	\$43.12
	Forestry Supervisor											
	Golf Manager											
	Golf Superintendent											
	Multi-Discipline Inspector											
	Parks Supervisor											
	Project Manager I											
	Senior Accountant											
	Street Supervisor											

SCHEDULE A - BASE PAY STEPS FOR CLASSIFIED EMPLOYEES 2023

Steps

<i>Grade</i>	<i>Position Title</i>	<i>Pay Frequency</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>	<i>G</i>	<i>H</i>	<i>I</i>	<i>J</i>
12	Communications Manager	Annually	\$64,239.37	\$67,451.34	\$70,823.91	\$74,365.10	\$78,083.36	\$81,987.53	\$86,086.90	\$90,391.25	\$94,910.81	\$101,350.51
	Economic Development Specialist	Monthly	\$5,353.28	\$5,620.95	\$5,901.99	\$6,197.09	\$6,506.95	\$6,832.29	\$7,173.91	\$7,532.60	\$7,909.23	\$8,445.88
	Economic Development Business Retention Specialist	Bi-Weekly	\$2,470.75	\$2,594.28	\$2,724.00	\$2,860.20	\$3,003.21	\$3,153.37	\$3,311.03	\$3,476.59	\$3,650.42	\$3,898.10
	Human Resources Manager	Hourly	\$30.88	\$32.43	\$34.05	\$35.75	\$37.54	\$39.42	\$41.39	\$43.46	\$45.63	\$48.73
	Information Technology Manager											
	Public Safety IT Manager											
	Purchasing Manager											
	Planning- Zoning Administrator											
	Project Manager II											
	Sanitation Superintendent											
	Senior Planner											
	Senior Public Works Manager											
	Senior Building Inspector-Plan Reviewer											
13	Deputy Director of Recreation	Annually	\$72,590.49	\$76,220.01	\$80,031.01	\$84,032.57	\$88,234.19	\$92,645.90	\$97,278.20	\$102,142.11	\$107,249.21	\$114,526.08
	Deputy Director of Parks Maintenance	Monthly	\$6,049.21	\$6,351.67	\$6,669.25	\$7,002.71	\$7,352.85	\$7,720.49	\$8,106.52	\$8,511.84	\$8,937.43	\$9,543.84
	Deputy Dir. of Planning & Dev./Bldg. Commissioner	Bi-Weekly	\$2,791.94	\$2,931.54	\$3,078.12	\$3,232.02	\$3,393.62	\$3,563.30	\$3,741.47	\$3,928.54	\$4,124.97	\$4,404.85
	Assistant Director of Public Works	Hourly	\$34.90	\$36.64	\$38.48	\$40.40	\$42.42	\$44.54	\$46.77	\$49.11	\$51.56	\$55.06
14	Assistant Director of Finance	Annually	\$83,479.06	\$87,653.02	\$92,035.67	\$96,637.45	\$101,469.32	\$106,542.79	\$111,869.93	\$117,463.43	\$123,336.60	\$131,704.98
		Monthly	\$6,956.59	\$7,304.42	\$7,669.64	\$8,053.12	\$8,455.78	\$8,878.57	\$9,322.49	\$9,788.62	\$10,278.05	\$10,975.42
		Bi-Weekly	\$3,210.73	\$3,371.27	\$3,539.83	\$3,716.83	\$3,902.67	\$4,097.80	\$4,302.69	\$4,517.82	\$4,743.72	\$5,065.58
		Hourly	\$40.13	\$42.14	\$44.25	\$46.46	\$48.78	\$51.22	\$53.78	\$56.47	\$59.30	\$63.32

SCHEDULE A - BASE PAY STEPS FOR CLASSIFIED UNIFORMED POLICE EMPLOYEES

Grade	Position Title	Pay Frequency	Steps					
			A	B	C	D	E	F
P-1	Police Officer Trainee	Annually	\$55,282.69	\$58,046.83	\$60,949.17	\$63,996.63	\$67,196.46	\$71,755.74
		Monthly	\$4,606.89	\$4,837.24	\$5,079.10	\$5,333.05	\$5,599.71	\$5,979.65
		Bi-Weekly	\$2,126.26	\$2,232.57	\$2,344.20	\$2,461.41	\$2,584.48	\$2,759.84
		Hourly	\$26.5782	\$27.9071	\$29.3025	\$30.7676	\$32.3060	\$34.4980
P-2	Police Officer	Annually	\$63,854.50	\$67,047.22	\$70,399.58	\$73,919.56	\$77,615.54	\$82,881.56
		Monthly	\$5,321.21	\$5,587.27	\$5,866.63	\$6,159.96	\$6,467.96	\$6,906.80
		Bi-Weekly	\$2,455.94	\$2,578.74	\$2,707.68	\$2,843.06	\$2,985.21	\$3,187.75
		Hourly	\$30.6993	\$32.2342	\$33.8460	\$35.5383	\$37.3152	\$39.8469
P-3	Police Sergeant	Annually	\$78,498.44	\$82,423.36	\$86,544.53	\$90,871.76	\$95,415.34	\$101,889.28
		Monthly	\$6,541.54	\$6,868.61	\$7,212.04	\$7,572.65	\$7,951.28	\$8,490.77
		Bi-Weekly	\$3,019.17	\$3,170.13	\$3,328.64	\$3,495.07	\$3,669.82	\$3,918.82
		Hourly	\$37.7396	\$39.6266	\$41.6079	\$43.6883	\$45.8728	\$48.9852
P-4	Police Lieutenant	Annually	\$90,554.21	\$95,081.92	\$99,836.01	\$104,827.81	\$111,940.38	
		Monthly	\$7,546.18	\$7,923.49	\$8,319.67	\$8,735.65	\$9,328.36	
		Bi-Weekly	\$3,482.85	\$3,657.00	\$3,839.85	\$4,031.84	\$4,305.40	
		Hourly	\$43.5357	\$45.7125	\$47.9981	\$50.3980	\$53.8175	
P-5	Police Captain	Annually	\$100,822.67	\$105,863.80	\$111,156.99	\$116,714.84	\$124,633.94	
		Monthly	\$8,401.89	\$8,821.98	\$9,263.08	\$9,726.24	\$10,386.16	
		Bi-Weekly	\$3,877.79	\$4,071.68	\$4,275.27	\$4,489.03	\$4,793.61	
		Hourly	\$48.4724	\$50.8961	\$53.4409	\$56.1129	\$59.9202	
P-6	Deputy Police Chief	Annually	\$109,847.69	\$115,340.08	\$121,107.08	\$127,162.44	\$135,790.41	
		Monthly	\$9,153.97	\$9,611.67	\$10,092.26	\$10,596.87	\$11,315.87	
		Bi-Weekly	\$4,224.91	\$4,436.16	\$4,657.96	\$4,890.86	\$5,222.71	
		Hourly	\$52.8114	\$55.4520	\$58.2246	\$61.1358	\$65.2839	

SCHEDULE A - BASE PAY STEPS FOR CLASSIFIED UNIFORMED FIRE EMPLOYEES

Steps

<i>Grade</i>	<i>Position</i>	<i>Pay Frequency</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>
F-1	Paramedic Firefighter	Annually	\$67,086.79	\$70,441.13	\$73,963.18	\$77,661.34	\$81,544.41	\$87,077.20
		Monthly	\$5,590.57	\$5,870.09	\$6,163.60	\$6,471.78	\$6,795.37	\$7,256.43
		Bi-weekly	\$2,580.26	\$2,709.27	\$2,844.74	\$2,986.97	\$3,136.32	\$3,349.12
		Hourly	\$23.0380	\$24.1899	\$25.3994	\$26.6694	\$28.0029	\$29.9029
F-2	Paramedic Fire Captain	Annually	\$78,615.75	\$82,753.03	\$87,108.45	\$91,693.11	\$96,519.06	\$103,326.20
		Monthly	\$6,551.31	\$6,896.09	\$7,259.04	\$7,641.09	\$8,043.26	\$8,610.52
		Bi-weekly	\$3,023.68	\$3,182.81	\$3,350.33	\$3,526.66	\$3,712.27	\$3,974.08
		Hourly	\$26.9972	\$28.4179	\$29.9136	\$31.4880	\$33.1453	\$35.4829
F-3	Batallion Chief	Annually	\$92,517.47	\$97,387.12	\$102,512.81	\$107,908.22	\$115,518.59	
		Monthly	\$7,709.79	\$8,115.59	\$8,542.73	\$8,992.35	\$9,626.55	
		Bi-weekly	\$3,558.36	\$3,745.66	\$3,942.80	\$4,150.32	\$4,443.02	
		Hourly	\$31.7711	\$33.4434	\$35.2036	\$37.0564	\$39.6698	
F-5	Deputy Fire Chief	Annually	\$104,545.50	\$110,047.66	\$115,839.64	\$121,936.47	\$130,536.20	
		Monthly	\$8,712.13	\$9,170.64	\$9,653.30	\$10,161.37	\$10,878.02	
		Bi-weekly	\$4,020.98	\$4,232.60	\$4,455.37	\$4,689.86	\$5,020.62	
		Hourly	\$50.2623	\$52.9075	\$55.6921	\$58.6233	\$62.7578	

Section 2. From and after July 10, 2023, seasonal and regular part-time employees of the City may be employed at an hourly rate in accordance with the following Schedule B (hourly pay rates for seasonal and regular part-time employees)

SCHEDULE B 1 - HOURLY PAY RATES FOR SEASONAL EMPLOYEES

Grade	Position Title	Steps									
		A	B	C	D	E	F	G	H	I	J
P01		\$15	\$15.7500	\$16.5375	\$17.3644	\$18.2326	\$19.1442				
P02	Cashier	\$15.50	\$16.2750	\$17.0888	\$17.9432	\$18.8403	\$19.7824				
	Control Desk Associate										
	Facility Attendant										
	Child Care Assistant										
	Camp Counselor										
	Golf Course Attendant										
	Park Attendant										
	Youth Job Corps Worker										
P03	Lifeguard	\$15.75	\$16.5375	\$17.3644	\$18.2326	\$19.1442	\$20.1014				
	Recreation Program Leader										
	Traffic Escort										
P04	Inclusion Counselor	\$16.25	\$17.0625	\$17.9156	\$18.8114	\$19.7520	\$20.7396				
	Facility Attendant II										
P05	Pool Technician	\$16.50	\$17.3250	\$18.1913	\$19.1008	\$20.0559	\$21.0586				
P06	Head Lifeguard	\$17.0000	\$17.8500	\$18.7425	\$19.6796	\$20.6636	\$21.6968				
	Swim Instructor										
P07	Asstistant Pool Manager	\$18.19	\$19.10	\$20.05	\$21.06	\$22.11	\$23.22				
	Assistant Camp Director										
	Facility Monitor										
	Intern										
P08	Camp Director	\$19.80	\$20.7900	\$21.8295	\$22.9210	\$24.0670	\$25.2704				
	Pool Manager										
	Golf Shop Supervisor										
	Recreation Progam Supervisor										

SCHEDULE B 1 - HOURLY PAY RATES FOR SEASONAL EMPLOYEES

Grade	Position Title	Steps									
		A	B	C	D	E	F	G	H	I	J
P20		\$14.7619	\$15.5000	\$16.2750	\$17.0887	\$17.9432	\$18.8403	\$19.7824	\$20.7715	\$21.8100	\$22.9006
P21	PT Clerk Typist	\$15.5000	\$16.2750	\$17.0888	\$17.9432	\$18.8403	\$19.7824	\$20.7715	\$21.8101	\$22.9006	\$24.0456
	PT Court Clerk										
	PT Parking Controller										
	PT Police/Fire Cadet										
P22	PT Custodian	\$16.2750	\$17.0888	\$17.9432	\$18.8403	\$19.7824	\$20.7715	\$21.8101	\$22.9006	\$24.0456	\$25.2479
P23	PT Laborer	\$17.0888	\$17.9432	\$18.8403	\$19.7824	\$20.7715	\$21.8101	\$22.9006	\$24.0456	\$25.2479	\$26.5103
P24	PT Advanced Clerk Typist	\$17.9431	\$18.8403	\$19.7823	\$20.7714	\$21.8100	\$22.9004	\$24.0455	\$25.2477	\$26.5101	\$27.8356
P25	PT Administrative Secretary	\$19.0197	\$19.9707	\$20.9692	\$22.0177	\$23.1186	\$24.2745	\$25.4882	\$26.7626	\$28.1008	\$29.5058
P26	PT Dispatcher	\$20.9422	\$21.9894	\$23.0888	\$24.2433	\$25.4554	\$26.7282	\$28.0646	\$29.4678	\$30.9412	\$33.0406
	PT Senior Coordinator										
P27	PT Paramedic Firefighter	\$22.1434	\$23.2506	\$24.4132	\$25.6338	\$26.9155	\$28.7417				
P28	PT Public Works Inspector	\$23.4553	\$24.6281	\$25.8595	\$27.1525	\$28.5101	\$29.9356	\$31.4324	\$33.0040	\$34.6542	\$37.0055

SCHEDULE B 2 - HOURLY PAY RATES FOR REGULAR PART-TIME EMPLOYEES

Grade	Position Title	Steps									
		A	B	C	D	E	F	G	H	I	J
P01		\$15	\$16.0650	\$16.8683	\$17.7117	\$18.5972	\$19.5271				
		\$15									
P02	Cashier	\$15.81	\$16.6005	\$17.4305	\$18.3021	\$19.2172	\$20.1780				
	Control Desk Associate										
	Facility Attendant										
	Child Care Assistant										
	Camp Counselor										
	Golf Course Attendant										
	Park Attendant										
	Youth Job Corps Worker										
P03	Lifeguard	\$15.75	\$16.5375	\$17.3644	\$18.2326	\$19.1442	\$20.1014				
	Recreation Program Leader										
	Traffic Escort										
P04	Inclusion Counselor	\$16.25	\$17.0625	\$17.9156	\$18.8114	\$19.7520	\$20.7396				
	Facility Attendant II										
P05	Pool Technician	\$16.50	\$17.3250	\$18.1913	\$19.1008	\$20.0559	\$21.0586				
P06	Head Lifeguard	\$17.0000	\$17.8500	\$18.7425	\$19.6796	\$20.6636	\$21.6968				
	Swim Instructor										
P07	Assistant Pool Manager	\$18.19	\$19.10	\$20.05	\$21.06	\$22.11	\$23.22				
	Assistant Camp Director										
	Facility Monitor										
	Intern										

SCHEDULE B 2 - HOURLY PAY RATES FOR REGULAR PART-TIME EMPLOYEES											
Grade	Position Title	Steps									
		A	B	C	D	E	F	G	H	I	J
P20		\$14.7619	\$15.5000	\$16.2750	\$17.0887	\$17.9432	\$18.8403	\$19.7824	\$20.7715	\$21.8100	\$22.9006
P21	PT Clerk Typist	\$15.5000	\$16.2750	\$17.0888	\$17.9432	\$18.8403	\$19.7824	\$20.7715	\$21.8101	\$22.9006	\$24.0456
	PT Court Clerk										
	PT Parking Controller										
	PT Police/Fire Cadet										
P22	PT Custodian	\$16.2750	\$17.0888	\$17.9432	\$18.8403	\$19.7824	\$20.7715	\$21.8101	\$22.9006	\$24.0456	\$25.2479
P23	PT Laborer	\$17.0888	\$17.9432	\$18.8403	\$19.7824	\$20.7715	\$21.8101	\$22.9006	\$24.0456	\$25.2479	\$26.5103
P24	PT Advanced Clerk Typist	\$17.9431	\$18.8403	\$19.7823	\$20.7714	\$21.8100	\$22.9004	\$24.0455	\$25.2477	\$26.5101	\$27.8356
P25	PT Administrative Secretary	\$19.0197	\$19.9707	\$20.9692	\$22.0177	\$23.1186	\$24.2745	\$25.4882	\$26.7626	\$28.1008	\$29.5058
P26	PT Dispatcher	\$20.9422	\$21.9894	\$23.0888	\$24.2433	\$25.4554	\$26.7282	\$28.0646	\$29.4678	\$30.9412	\$33.0406
	PT Senior Coordinator										
P27	PT Paramedic Firefighter	\$22.1434	\$23.2506	\$24.4132	\$25.6338	\$26.9155	\$28.7417				
P28	PT Public Works Inspector	\$23.4553	\$24.6281	\$25.8595	\$27.1525	\$28.5101	\$29.9356	\$31.4324	\$33.0040	\$34.6542	\$37.0055

Section 3. From and after on July 10, 2023, City employees in the unclassified service of the City, except as otherwise noted, shall receive as compensation for their services the amounts hereinafter set forth, or where a grade in salary is specified, such amounts as may be fixed by the City Manager within the specified grade in accordance with the following Schedule C (base pay rates for unclassified full-time, part-time, temporary or grant-funded employees) and shall additionally receive as compensation for their services such benefits generally provided in the Administrative Regulations now in effect, all of which are hereby adopted, approved, and incorporated herein by this reference.

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

<i>Steps</i>						
<i>Grade</i>	<i>Position Title</i>	<i>Pay Frequency</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
S04	Judge of City Court (Substitute)	Monthly	\$277.27			
S05	Judge of City Court	Monthly	\$2,625.50	\$2,764.13	\$2,909.17	\$3,114.79
S06	Prosecuting City Attorney (Substitute)	Per Session	\$533.21			
S07	Prosecuting City Attorney	Monthly	\$3,886.00	\$4,090.75	\$4,305.10	\$4,610.38

<i>Grade</i>	<i>Position Title</i>	<i>Pay Frequency</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>	<i>G</i>	<i>H</i>	<i>I</i>	<i>J</i>
9	Secretary to the City Manager	Annually	\$45,319.68	\$47,585.66	\$49,964.94	\$52,463.19	\$55,086.35	\$57,840.67	\$60,732.70	\$63,769.33	\$66,957.80	\$71,500.89
		Monthly	\$3,776.64	\$3,965.47	\$4,163.75	\$4,371.93	\$4,590.53	\$4,820.06	\$5,061.06	\$5,314.11	\$5,579.82	\$5,958.41
		Bi-Weekly	\$1,743.06	\$1,830.22	\$1,921.73	\$2,017.81	\$2,118.71	\$2,224.64	\$2,335.87	\$2,452.67	\$2,575.30	\$2,750.03
		Hourly	\$21.7883	\$22.8777	\$24.0216	\$25.2227	\$26.4838	\$27.8080	\$29.1984	\$30.6583	\$32.1913	\$34.3754
13	City Clerk	Annually	\$72,590.49	\$76,220.01	\$80,031.01	\$84,032.57	\$88,234.19	\$92,645.90	\$97,278.20	\$102,142.11	\$107,249.21	\$114,526.08
		Monthly	\$6,049.21	\$6,351.67	\$6,669.25	\$7,002.71	\$7,352.85	\$7,720.49	\$8,106.52	\$8,511.84	\$8,937.43	\$9,543.84
		Bi-Weekly	\$2,791.94	\$2,931.54	\$3,078.12	\$3,232.02	\$3,393.62	\$3,563.30	\$3,741.47	\$3,928.54	\$4,124.97	\$4,404.85
		Hourly	\$34.8993	\$36.6442	\$38.4764	\$40.4003	\$42.4203	\$44.5413	\$46.7684	\$49.1068	\$51.5621	\$55.0606

Grade	Position Title	Pay Frequency	Salary Range		
			Minimum	Midpoint	Maximum
E-1	Assistant City Manager	Annually	\$84,733.74	\$103,799.02	\$124,952.99
		Monthly	\$7,061.14	\$8,649.92	\$10,412.75
		Bi-weekly	\$3,258.99	\$3,992.27	\$4,805.88
		Hourly	\$40.7374	\$49.9034	\$60.0736
E-2	Director of Human Resources	Annually	\$101,681.13	\$124,558.82	\$149,942.94
	Director of Parks, Recreation & Forestry	Monthly	\$8,473.43	\$10,379.90	\$12,495.25
	Director of Planning & Development	Bi-weekly	\$3,910.81	\$4,790.72	\$5,767.04
	Director of Public Works	Hourly	\$48.8852	\$59.8840	\$72.0880
E-3	Deputy City Manager/Dir. Of Economic Development	Annually	\$111,044.21	\$140,110.28	\$163,751.29
	Director of Finance	Monthly	\$9,253.68	\$11,675.86	\$13,645.94
	Fire Chief	Bi-weekly	\$4,270.93	\$5,388.86	\$6,298.13
	Police Chief	Hourly	\$53.3866	\$67.3607	\$78.7266
E-4	City Manager	Annually	\$136,029.13	\$175,137.58	\$207,512.43
		Monthly	\$11,335.76	\$14,594.80	\$17,292.70
		Bi-weekly	\$5,231.89	\$6,736.06	\$7,981.25
		Hourly	\$65.3986	\$84.2008	\$99.7656

Section 4. From and after July 10, 2023, all full-time non-executive, non-administrative or non-professional employees shall be subject to the work week or work cycle and regulations relating to overtime work, except as noted. A listing of executive, administrative, and professionally designated employees or positions shall be issued by the City Manager.

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

Section 5.

- A. From and after July 10, 2023, the commissioned police personnel, in the pay grades shown, shall receive compensation for five years consecutive City service, with the exception of military leave of absence, in their present classification in the following amounts, from the sixth (6th) year through the seventh (7th) year:

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

- B. From and after July 10, 2023, the commissioned police personnel, in the pay grades shown, shall receive compensation for seven years consecutive City service, with the exception of military leave of absence, in their present classification in the following amounts, from and after the eighth (8th) year through the tenth (10th) year:

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

- C. From and after on July 10, 2023, the commissioned police personnel, in the pay grade shown, shall receive compensation for ten years consecutive City service, with the exception of military leave of absence, in their present classification in the following amounts, from and after the eleventh (11th) year through the fourteenth (14th) year:

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

- D. From and after on July 10, 2023, the commissioned police personnel, in the pay grade shown, shall receive compensation for fourteen years consecutive City service, with the exception of military leave of absence, in their present classification in the following amounts, from and after the fifteenth (15th) year:

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

- E. From and after July 10, 2023, Paramedic Firefighters and Paramedic Fire Captains, in the pay grades shown, shall receive compensation for seven (7) years consecutive City service, excepting military leave of absence, in their present classification in the following amounts, from the eighth (8th) year through the tenth (10th) year:

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

- F. From and after on July 10, 2023, Paramedic Firefighters and Paramedic Fire Captains, in the pay grades shown, shall receive compensation for ten (10) years consecutive City service, excepting military leave of absence, in their present classification in the following amounts, from the eleventh (11th) year through the twentieth (20th) year:

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

G. From and after on July 10, 2023, Paramedic Firefighters and Paramedic Fire Captains, in the pay grades shown, shall receive compensation for twenty (20) years consecutive City service, excepting military leave of absence, in their present classification in the following amount, from the twenty-first (21st) year:

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

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

Section 6. From and after July 10, 2023, all full-time employees shall have their hourly rate computed as follows:

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

Section 7. Ordinance No. 7228 and all ordinances in conflict herewith are repealed.

Section 8. This ordinance shall take effect and be in force from its passage as provided by law.

PASSED and ADOPTED this 10th day of July, 2023.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY