



SPECIAL MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
VIA VIDEOCONFERENCE
TUESDAY, August 22, 2022
6:00 p.m.

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

City Council will Meet Electronically on August 22, 2023

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

Webinar via the link below:

<https://us02web.zoom.us/j/83825303174?pwd=ZGRmMTUrbFdnU3pIZEg2dHJ5N1pCZz09>

Passcode: 648911

Live Stream via YouTube:

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

Audio Only Call

Or One tap mobile :

+16469313860,,83825303174# US, +19292056099,,83825303174# US (New York)

Or Telephone:

+1 646 931 3860 US

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

Webinar ID: 838 2530 3174

International numbers available: <https://us02web.zoom.us/j/83825303174>

Citizen Participation and/or Public Hearing Comments:

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

ALL written comments must be received **no later than 12:00 p.m. the day of the meeting.**

Comments may be sent via email to: councilcomments@ucitymo.org, or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting.

Please note, when submitting your comments, a **name and address must be provided.** Please also note 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.



SPECIAL MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
VIA VIDEOCONFERENCE
TUESDAY, August 22, 2023
6:00 p.m.

AGENDA

- A. MEETING CALLED TO ORDER**
- B. ROLL CALL**
- C. APPROVAL OF AGENDA**
- D. PROCLAMATIONS (Acknowledgement)**
none

- E. APPROVAL OF MINUTES**
none

- F. APPOINTMENTS to BOARDS AND COMMISSIONS**
none

- G. SWEARING IN TO BOARDS AND COMMISSIONS**
none

H. CITIZEN PARTICIPATION

The public may 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)**
none

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

1. Receive presentation from Navigate and provide feedback regarding the Annex and Trinity Renovations

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

1. **BILL 9518** - AN ORDINANCE AMENDING CHAPTER 110 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO ADMINISTRATION, BY REPEALING SECTION 110.040 THEREOF, RELATING TO DISCLOSURE OF CONFLICTS OF INTEREST, AND ENACTING IN LIEU THEREOF A NEW SECTION TO BE KNOWN AS "SECTION 110.040 DISCLOSURE OF CONFLICTS OF INTEREST."
2. **BILL 9519** - AN ORDINANCE REPEALING SECTION 125.080 OF THE UNIVERSITY CITY MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE MUNICIPAL COURT REPORT TO THE CITY COUNCIL, AND ENACTING IN LIEU THEREOF A NEW SECTION TO BE KNOWN AS "SECTION 125.080. FINES AND COSTS, WHERE PAID, DEPOSITED -- CASE REPORTING."
3. **BILL 9521** - AN ORDINANCE AMENDING SCHEDULE III, TABLE III-E OF THE TRAFFIC CODE OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO PARKING PROHIBITED ON CERTAIN STREETS AT ALL TIMES, BY DELETING THE NORTH SIDE OF PERSHING AVENUE FROM THE ALLEY WEST OF JACKSON AVENUE TO WEST POINT COURT FROM THE LIST OF STREETS WHERE PARKING IS PROHIBITED AT ALL TIMES.

4. **BILL 9522** - AN ORDINANCE AMENDING SCHEDULE III, TABLE III-D OF THE TRAFFIC CODE OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO RESIDENTIAL PERMIT PARKING AREAS, BY ADDING THEREIN, THE SOUTH SIDE OF THE 7400 BLOCK OF KINGSBURY BOULEVARD BETWEEN JACKSON AVENUE AND WEST POINT COURT, AND BOTH SIDES OF THE 400 BLOCK OF WEST POINT COURT BETWEEN KINGSBURY BOULEVARD AND PERSHING AVENUE.
5. **BILL 9523** - AN ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE, AN AGREEMENT BETWEEN THE CITY OF UNIVERSITY CITY, MISSOURI AND THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION, FOR SIDEWALK CONSTRUCTION ON FERGUSON AVENUE.
6. **BILL 9524** - AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN FROM AND AFTER SEPTEMBER 11, 2023, AND REPEALING ORDINANCE NO. 7331

N. NEW BUSINESS

Resolutions (voice vote required)

none

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

none

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

The public may 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.

Q. COUNCIL COMMENTS

R. EXECUTIVE SESSION (roll call vote required)

none

S. ADJOURNMENT

The public may also observe via:

Live Stream via YouTube:

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

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



NUMBER: <i>For City Clerk Use</i>	CM20230822-01
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SUBJECT/TITLE: Annex and Trinity Renovations			
REQUESTED BY: Brooke A. Smith		DEPARTMENT / WARD City Manager's Office	
AGENDA SECTION:	City Manager's Report	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends the Council receive this presentation by Navigate			
FISCAL IMPACT: None at this time			
AMOUNT:	N/A	ACCOUNT No.:	N/A
FROM FUND:	N/A	TO FUND:	N/A
EXPLANATION: Representatives from Navigate will be present at Tuesday's meeting to present updates on the Annex and Trinity Renovations.			

STAFF COMMENTS AND BACKGROUND INFORMATION: This agenda item asks Council to receive a presentation from Navigate providing updates on the Annex and Trinity Renovations. Navigate will discuss next steps in the process and they will be prepared to address questions about the updates as well as the proposed amendments to the sustainability ordinance.

CIP No.	
RELATED ITEMS / ATTACHMENTS: Presentation	

LIST CITY COUNCIL GOALS (5): Public Safety Improved Infrastructure Prudent Fiscal Management	
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose
MEETING DATE:	August 22, 2023

University City

Annex + Trinity Renovations
NAVIGATE Preconstruction Summary
August 22, 2023



Agenda

- Budget and Bid Recap
- Cost Outside of \$24 million
- Progress to Date
- Back to Budget
- Value Engineering
- Next Steps

Meeting Goal

- Discuss next steps and schedule


Budget and Bid Recap

- City's established construction budget ~\$24 million based upon September 2022 estimate by Design Team
- Prequalification process resulted in single General Contractor bid in February 2023
 - Paric's Bid Amount \$34,771,701
 - Inflation per AGC – 1.9% +\$660,662
 - Total Construction Cost \$35,432,363
- Project status ~\$11.4 million over budget
- Bid Alternates & Allowances
 - (NOT Included but Optional)
 - Seismic Upgrades
 - New Pistol Range Equipment

Costs Outside of \$24 Million

• **Alternate funding sources have been identified by City Administration for approximately \$3 million Owner Direct Costs. Those items include:**

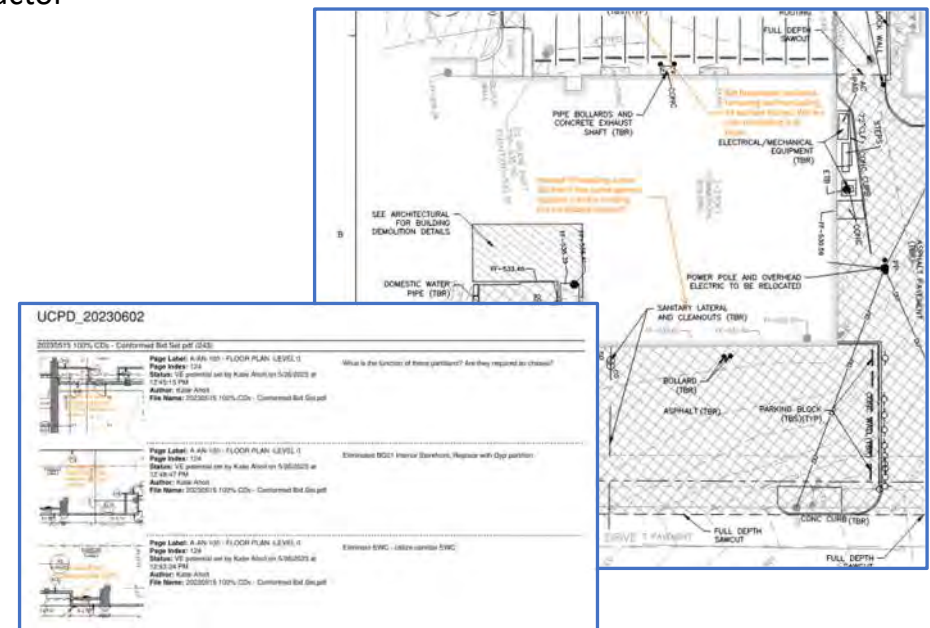
- Abatement
- Furniture, Fixtures and Equipment
- Dispatch Consoles
- Evidence Shelving & Storage
- Professional Services
 - Re-Design Fees
 - Materials Testing
- Technology / IT
- Financing Costs
- Moving
- Temporary Office/Trailer Removals



Item No.	Description	Unit	Quantity	Unit Price	Total Amount
Professional Services					
1	Professional Services - Design	Hour	1,000	100.00	100,000.00
2	Professional Services - Construction	Hour	500	100.00	50,000.00
Furniture, Fixtures and Equipment					
3	Dispatch Consoles	Unit	10	10,000.00	100,000.00
4	Evidence Shelving & Storage	Unit	50	2,000.00	100,000.00
Abatement					
5	Abatement - Lead Paint	Sq. Ft.	10,000	30.00	300,000.00
6	Abatement - Asbestos	Sq. Ft.	5,000	60.00	300,000.00
Technology / IT					
7	IT Hardware	Unit	100	1,000.00	100,000.00
8	IT Software Licenses	Unit	50	2,000.00	100,000.00
Financing Costs					
9	Financing Costs - Interest	Year	1	1,000,000.00	1,000,000.00
Moving					
10	Moving - Office	Hour	100	100.00	10,000.00
Temporary Office/Trailer Removals					
11	Temporary Office/Trailer Removals	Unit	1	1,000,000.00	1,000,000.00

Progress to Date

- Due Diligence and Data Collection
- Drawing Reviews – Constructability & Industry Benchmarking
 - Todd – NAVIGATE Principal – Industry Benchmarking, Katie – Project Director, Ray – Sr. PM, Steve – Director of Estimating, Joe S. – Architect, Dustin – PM, Scheduling Specialist, John – Construction Manager, Shane – Master Builder, Joe K. – Mechanical Contractor, Brian – Electrical Contractor
- Value Engineering Identification
- NAVIGATE Internal Cost Estimating
 - Subcontractor Input (Tuckpointing, Specialty Systems)
 - Vendor Input (Abatement, Bradford Systems, Furniture)
 - Paric Bid Review
- City Staff & User Group Engagement
- Design Team Collaboration



Back to Budget

- Target is ~\$11.4 million in accepted Value Engineering to reach ~\$24 million established construction budget.

General Constructability / Procurement Strategy Changes	Anticipated Savings
1. Re-bid to Multiple General Contractors	\$3,250,000
2. Reduce Overall Project Schedule / Long Lead Procurement	\$650,000
3. Bid Package – Demo & Abatement	\$100,000

- Anticipated Savings \$4 million without re-design

Value Engineering

- Remaining target is ~\$7.4 million in accepted Value Engineering to reach \$24 million established construction budget through Design Changes.
- Identify list of scope changes that can be re-designed in 60 days or less (goal)
 - Low hanging fruit
 - Industry benchmarking
- Pinpoint most cost intensive areas of the project
 - Barrier wall system
 - Structural modifications at FD bay
 - Historic windows
 - Mechanical and electrical systems
 - Site work and landscaping
- Eliminate nice to have or wish list items
 - One Stop Shop

Value Engineering



Value Engineering Summary	Location	Value
1. Relocate basement evidence to 1 st floor / eliminate struct mods	Annex	\$883,300
2. Replace hollow metal barrier walls with CMU partitions	Annex	\$1,049,400
3. Remove new lobby addition, entry plaza only	Annex/Site	\$662,200
4. Modify historic window spec to use standard profiles	Trinity	\$575,300
5. Reduce landscaping, irrigation, soil types, maintenance	Site	\$462,000
6. Mechanical System Revisions & Sustainability Code Change	Annex/Trinity	\$1,499,300
7. Electrical System & Generator Changes	Annex/Trinity	\$408,855
8. Fire Protection & Plumbing Systems Changes	Annex/Trinity	\$126,500
9. Misc. Interior Finishes (Ceilings, Flooring,)	Annex/Trinity	\$459,008
10. Misc. Exterior Changes (Screening, Tuckpointing)	Annex/Trinity	\$143,000
11. Misc. Site Changes (Grading, Walls, Asphalt)	Site	\$420,620

Total = ~\$6.7 million

Back to Budget

- Value engineering presented achieves cost reductions totaling ~\$10.7 million of the \$11.4 million

Starting Construction Cost Value	\$35,432,363
1. Re-bid to Multiple General Contractors	-\$3,250,000
2. Reduce Overall Project Schedule / Long Lead Procurement	-\$650,000
3. Bid Package – Demo & Abatement	-\$100,000
4. Identified Value Engineering	-\$6,700,000
Current Construction Cost Estimate	\$24,732,363

Value Engineering – Ongoing Progress

- Design team reviewing NAVIGATE generated constructability review – hundreds of additional comments and additional minor savings opportunities
- Realize additional savings from Energy Code changes and commissioning requirements
- Evaluating opportunities for fixed shelving and savings in Bradford Systems equipment
- Evaluating opportunity for MSD Project Clear reimbursement for stormwater management

Schedule & Next Steps

- Approve project to continue moving forward
- Authorize NAVIGATE and Trivers to proceed with additional services
- Provide direction on early bid packages
- Discuss early procurement and release of demo & abatement package
- Review projected design and construction schedule

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



NUMBER: <i>For City Clerk Use</i>	UB20230822-01
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SUBJECT/TITLE: An Ordinance Amending Municipal Code Section 110.040 Relating to Conflicts of Interest			
REQUESTED BY: Gregory Rose, City Manager		DEPARTMENT / WARD Administration / All	
AGENDA SECTION:	Unfin Bus - Bill 9518	CAN ITEM BE RESCHEDULED?	no
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval.			
FISCAL IMPACT:			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: According to Missouri statutes on regulation of conflict of interest and lobbying, each political subdivision in Missouri with an annual operating budget in excess of one million dollars (\$1,000,000) must decide by September 15, every two years, whether to conform with the complex, detailed personal financial disclosure requirements in Chapter 105 RSMo, or adopt its own method of disclosing conflicts of interest pursuant to Section 105.485.4 RSMo.			

STAFF COMMENTS AND BACKGROUND INFORMATION: The City Council adopted Ordinance No.7156 (Municipal Code Section 110.040) on August 9, 2021, thereby adopting its own method of disclosing conflicts of interest pursuant Section 105.485.4 RSMo. There has been no change in State law on the subject since then, so the attached Bill is substantively identical to Ordinance No. 7156. The deadline for adopting the Bill is September 15, 2023. The Bill may be introduced on August 14th and passed on September 11th.
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CIP No.	
RELATED ITEMS / ATTACHMENTS: Draft Bill 9518	

LIST CITY COUNCIL GOALS (5): Prudent Fiscal Management	
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose
MEETING DATE:	August 22, 2023

INTRODUCED BY:

DATE: August 14, 2023

BILL NO.: 9518

ORDINANCE NO.:

AN ORDINANCE AMENDING CHAPTER 110 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO ADMINISTRATION, BY REPEALING SECTION 110.040 THEREOF, RELATING TO DISCLOSURE OF CONFLICTS OF INTEREST, AND ENACTING IN LIEU THEREOF A NEW SECTION TO BE KNOWN AS “SECTION 110.040 DISCLOSURE OF CONFLICTS OF INTEREST.”

WHEREAS, according to Missouri statutes on regulation of conflict of interest and lobbying, each political subdivision in Missouri with an annual operating budget in excess of one million dollars (\$1,000,000) must decide by September 15, every two years, whether to conform with the complex, detailed personal financial disclosure requirements in Chapter 105 RSMo, or to adopt its own method of disclosing conflicts of interest pursuant to Section 105.485.4 RSMo; and

WHEREAS, the City of University City has an annual operating budget in excess of one million dollars (\$1,000,000) and it is desirable to comply with State law by adoption of the following ordinance.

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

Section 1. Chapter 110 of the University City Municipal Code, relating to Administration, is hereby amended by repealing Section 110.040 thereof, relating to conflicts of interest, and enacting in lieu thereof a new section to be known as “Section 110.040 Disclosure of Conflicts of Interest,” so that said section, as amended, shall read as follows:

110.040 Disclosure of Conflicts of Interest.

A. Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

B. Conflicts of Interest. The Mayor or any member of the City Council who has a substantial personal or private interest as defined by Sections 105.450 (11, 12) and 105.461.1 RSMo, in any measure, bill, order or ordinance proposed or pending before the City Council, shall, before he or she passes on the measure, bill, order or ordinance, file a written report of the nature of the interest with the City Clerk and such statement shall be recorded in the record of proceedings of the City Council.

C. Disclosure Reports.

1. Each elected official, candidate for elective office, the City Manager, the Chief Purchasing Officer and the City Attorney (if employed full time) shall disclose in writing the following described transactions, if any such transactions were engaged in during the calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars (\$500), if any, that such person had with the City, other than compensation received as an employee or payment of any tax, fee or penalty due to the City, and other than transfers for no consideration to the City; and
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars (\$500), if any, that any business entity in which such person had a substantial interest, had with the City, other than payment of any tax, fee or penalty due to the City or transactions involving payment for providing utility service to the City, and other than transfers for no consideration to the City.
- c. The City Manager and the Chief Purchasing Officer shall disclose in writing the following information:
 - (1) The name and address of each of the employers of such person from whom income of one thousand dollars (\$1,000) or more was received during the year covered by the statement;
 - (2) The name and address of each sole proprietorship which he or she owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he or she was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partners' units; and the name of any publicly traded corporation or limited partnership which is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests; and
 - (3) The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

D. Filing of Reports. Duplicate disclosure reports made pursuant to this ordinance; in the format approved by the Missouri Ethics Commission, shall be filed with the City Clerk and the Missouri Ethics Commission. The City Clerk shall maintain such disclosure reports available for public inspection and copying during normal business hours.

E. When Filed. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

1. Each candidate for elective office who is required to file a personal financial disclosure statement shall file the financial interest statement no later than fourteen days after the close of the filing at which the candidate seeks nomination or election, and the statement shall be for the twelve months prior to the closing date;

2. Each person appointed to office shall file the statement within thirty days of such appointment or employment;

3. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

Section 2. Filing of Ordinance. The City Clerk is directed to send a certified copy of this ordinance to the Missouri Ethics Commission within ten days of its adoption.

Section 3. Effective Date. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED this 11th day of September, 2023.

Mayor

ATTEST:

City Clerk

CERTIFIED TO BE CORRECT AS TO FORM:

City Attorney

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



NUMBER: <i>For City Clerk Use</i>	UB20230822-02
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SUBJECT/TITLE:
AN ORDINANCE REPEALING SECTION 125.080 OF THE UNIVERSITY CITY MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE MUNICIPAL COURT REPORT TO THE CITY COUNCIL, AND ENACTING IN LIEU THEREOF A NEW SECTION TO BE KNOWN AS "SECTION 125.080. FINES AND COSTS, WHERE PAID, DEPOSITED -- CASE REPORTING."

REQUESTED BY: Gregory Rose, City Manager	DEPARTMENT / WARD Administration / All
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AGENDA SECTION: Infinished Business - Bill 9519	CAN ITEM BE RESCHEDULED? yes
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CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
The City Manager recommends approval.

FISCAL IMPACT:

AMOUNT:		ACCOUNT No.:	
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FROM FUND:		TO FUND:	
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EXPLANATION:
Municipal case reporting requirements were established by Missouri statute, effective January 2, 1979. See Section 479.080.3 RSMo (Fine and Costs, Where Paid, Deposited -- Supreme Court May Provide for Uniform Procedure). The requirements were subject to modification by administrative rule adopted by the Missouri Supreme Court.

STAFF COMMENTS AND BACKGROUND INFORMATION:
See Attached Staff Report

CIP No.	
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RELATED ITEMS / ATTACHMENTS:

1. Staff Report
2. Bill No.9519
3. Municipal Division Summary Reporting Form

LIST CITY COUNCIL GOALS (5):
Public Safety

RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose	MEETING DATE: August 22, 2023
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AGENDA ITEM – STAFF REPORT

MEETING DATE: August 14, 2023

DEPARTMENT: City Manager's Office

AGENDA ITEM TITLE:

AGENDA ITEM TITLE: AN ORDINANCE REPEALING SECTION 125.080 OF THE UNIVERSITY CITY MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE MUNICIPAL COURT REPORT TO THE CITY COUNCIL, AND ENACTING IN LIEU THEREOF A NEW SECTION TO BE KNOWN AS "SECTION 125.080. FINES AND COSTS, WHERE PAID, DEPOSITED -- CASE REPORTING."

ADDITIONAL BACKGROUND INFORMATION:

University City adopted the case reporting requirements in order to comply with the Missouri statute. See Ordinance No. 5129 (12/13/1978) (codified as Code Section 125.080): Section 125.080. Report to Council. The Municipal Judge shall cause to be prepared within the first ten (10) days of every month a report indicating the following: a list of all cases heard and tried before the Court during the preceding month, giving in each case the name of the defendant, fine imposed, if any, the amount of costs, names of the defendants committed and the cases where there was an application for trial de novo, respectively. The same shall be prepared under oath by the Municipal Court Clerk or the Municipal Judge. This report will be filed with the City Clerk who shall thereafter report the same to the City Council of the City for examination. The Municipal Court shall, within ten (10) days after the first (1st) of the month, pay to the Director of Finance the full amount of all fines collected during the preceding month, if they have not previously been paid.

The Missouri Supreme Court subsequently adopted Operating Rule 4.29, effective July 1, 2018, as amended, which provided that the case reporting requirement in Rule 4.28 "shall supersede and replace the reporting requirement established by section 479.080.3, RSMo."

Therefore, the case reporting requirements in Code Section 125.080 have been superseded and replaced by Missouri Supreme Court Operating Rules 4.28 (Reporting to the Office of State Courts Administrator) and 4.29 (Municipal Division Reporting to Municipality). The University City Municipal Court currently submits to the State Courts Administrator the Municipal Division Summary Reporting Form required by Operating Rule 4.28. To comply with Operating Rule 4.29, the Municipal Court Clerk must submit a copy of it to the City Clerk on or before the 15th day of each month.

Code Section 125.080 should be updated to reflect Operating Rules 4.28 and 4.29. This Bill does that and further provides that copies of the Municipal Division Summary Reporting Form submitted by the Municipal Court Clerk to the City Clerk shall be provided to the City Council upon request. A copy of the Municipal Division Summary Reporting Form for April 29, 2023 to May 31, 2023 is attached as an example.

INTRODUCED BY: Councilmember

DATE: August 14, 2023

BILL NO. 9519

ORDINANCE NO.

AN ORDINANCE REPEALING SECTION 125.080 OF THE UNIVERSITY CITY MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE MUNICIPAL COURT REPORT TO THE CITY COUNCIL, AND ENACTING IN LIEU THEREOF A NEW SECTION TO BE KNOWN AS "SECTION 125.080. FINES AND COSTS, WHERE PAID, DEPOSITED -- CASE REPORTING."

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

Section 1. Section 125.080 of the Municipal Code of the City of University City, Missouri, relating to the Municipal Court report to the City Council, is hereby repealed and a new section to be known as "Section 125.080. Fines and Costs, Where Paid, Deposited -- Case Reporting," is enacted in lieu thereof and shall read as follows:

Section 125.080. Fines and Costs, Where Paid, Deposited -- Case Reporting.

A. In the prosecution of violations of municipal ordinances before the Municipal Judge, all fines and court costs shall be paid to and deposited by the Municipal Court Clerk not less frequently than monthly into the City Treasury.

B. On or before the 15th of each month, the Municipal Court Clerk shall submit to the City Clerk a copy of the monthly case load report summary report for the preceding month required by Missouri Supreme Court Operating Rule 4.28. The City Clerk shall provide copies to the City Council upon request.

Section 2. 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

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: UNIVERSITY CITY	Reporting Period: Apr 29, 2023 - May 31, 2023	
Mailing Address: 6801 DELMAR BLVD, UNIVERSITY CITY, MO 63130				
Physical Address: 6801 DELMAR BLVD, UNIVERSITY CITY, MO 63130			County: St. Louis County	Circuit: 21
Telephone Number:		Fax Number:		
Prepared by: KATHY MATTHEWS		E-mail Address:		
Municipal Judge:				
<u>II. MONTHLY CASELOAD INFORMATION</u>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		59	7,766	2,960
B. Cases (citations/informations) filed		2	337	63
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		3	83	53
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	54	0
6. dismissed by court		0	18	10
7. <i>nolle prosequi</i>		0	30	12
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		3	185	75
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		58	7,918	2,948
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	196	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	31	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	2,270			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: UNIVERSITY CITY	Reporting Period: Apr 29, 2023 - May 31, 2023
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<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$9,702.00	Court Automation	\$1,079.53
Clerk Fee - Excess Revenue	\$1,536.44	Total Other Disbursements	\$1,079.53
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$47.37	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$18,939.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Bond Refunds	\$989.50
Total Excess Revenue	\$11,285.81	Total Disbursements	\$19,928.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$3,755.00		
Clerk Fee - Other	\$314.18		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$154.20		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,099.58		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$9.70		
Law Enforcement Training (LET) Fund surcharge	\$312.00		
Domestic Violence Shelter surcharge	\$618.50		
Inmate Prisoner Detainee Security Fund surcharge	\$310.50		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$6,573.66		

Municipal Division Summary Reporting

21st Judicial Circuit - St. Louis County - University City Municipal Division

I. COURT INFORMATION

Reporting Period:		
May	2023	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
6801 Delmar Boulevard University City, MO 63130	6801 Delmar Boulevard University City, MO 63130	IMDS/IMDSPlus (REJIS)
Telephone Number:	Fax Number:	
(314) 505-8541	(314) 862-3187	
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
KATHY MATTHEWS	kathy.matthews@courts.mo.gov	Douglas J Sidel

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		48	5,349	3,888
B. Cases (citations / informations) filed		0	0	2
C. Cases (citations / informations) disposed				
	1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
	2. court / bench trial - GUILTY	0	0	0
	3. court / bench trial - NOT GUILTY	0	0	0
	4. plea of GUILTY in court	0	12	26
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	0	1
	6. dismissed by court	0	0	0
	7. nolle prosequi	0	0	2
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	0	12	29
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		48	5,337	3,861
E. Trial de Novo and / or appeal applications filed		0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 21st Judicial Circuit - St. Louis County - University City Municipal Division	Reporting Period: May - 2023
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	39	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	70	1. # Issued during reporting period:	793
3. # Outstanding at end of reporting period:	2,826		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$10,343.50
Clerk Fee – Excess Revenue	\$119.50
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$3.65
Bond forfeitures (paid to city) – Excess Revenue	\$0.00
Total Excess Revenue	\$10,466.65
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$530.00
Clerk Fee – Other	\$72.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$15.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$106.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$1.85
Law Enforcement Training (LET) Fund surcharge	\$30.00
Domestic Violence Shelter surcharge	\$50.00
Inmate Prisoner Detainee Security Fund surcharge	\$30.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$19,645.00
Bond forfeitures (paid to city) – Other	\$0.00
Total Other Revenue	\$20,479.85
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
RECOUPMENT	\$43.00
Total Other Disbursements	\$43.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$30,989.50
Bond Refunds	\$100.00
Total Disbursements	\$31,089.50

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



NUMBER: <i>For City Clerk Use</i>	UB20230822-03
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SUBJECT/TITLE: AN ORDINANCE AMENDING SCHEDULE III, TABLE III-E OF THE TRAFFIC CODE OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO PARKING PROHIBITED ON CERTAIN STREETS AT ALL TIMES, BY DELETING THE NORTH SIDE OF PERSHING AVENUE FROM THE ALLEY WEST OF JACKSON AVENUE TO WEST POINT COURT FROM THE LIST OF STREETS WHERE PARKING IS PROHIBITED AT ALL TIMES.			
REQUESTED BY: Darin Girdler		DEPARTMENT / WARD Public Works	
AGENDA SECTION:	Unfinished Business - Bill 9521	CAN ITEM BE RESCHEDULED?	yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: The City Manager recommends approval.			
FISCAL IMPACT:			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION:			

STAFF COMMENTS AND BACKGROUND INFORMATION: Parking on the north side of Pershing Avenue from the alley west of Jackson Avenue to West Point Court is prohibited at all times. The owner of nearby Taco Buddha restaurant has requested that parking be allowed there. The Traffic Commission, at a meeting on June 14, 2023, considered the request and unanimously recommended that the City Council approve it. This Bill amends the Traffic Code so as to delete that location from the list of streets where parking is prohibited at all times, thereby allowing parking there.

CIP No.	
RELATED ITEMS / ATTACHMENTS: 1. Bill No.9521 2. Traffic Request Form	

LIST CITY COUNCIL GOALS (5): Economic Development	
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose
MEETING DATE:	August 22, 2023

INTRODUCED BY: Councilmember

DATE: August 14, 2023

BILL NO. 9521

ORDINANCE NO.

AN ORDINANCE AMENDING SCHEDULE III, TABLE III-E OF THE TRAFFIC CODE OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO PARKING PROHIBITED ON CERTAIN STREETS AT ALL TIMES, BY DELETING THE NORTH SIDE OF PERSHING AVENUE FROM THE ALLEY WEST OF JACKSON AVENUE TO WEST POINT COURT FROM THE LIST OF STREETS WHERE PARKING IS PROHIBITED AT ALL TIMES.

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

Section 1. Schedule III, Table III-E of the Traffic Code of the University City Municipal Code, relating to parking prohibited on certain streets at all times, is hereby amended by deleting the following under Pershing Avenue:
North side thereof from the alley west of Jackson Avenue to West Point Court.

Section 2. 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



Department of Public Works

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

TRAFFIC REQUEST FORM

LOCATION OF REQUEST:

STATE THE NATURE OF YOUR REQUEST:

WHAT ACTION ARE YOU REQUESTING THAT THE CITY TAKE CONCERNING YOUR REQUEST?

WHAT IMPACT WOULD THE ACTION HAVE ON ANY ADJACENT RESIDENTS OR STREETS?

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

NAME: _____
ADDRESS: _____
PHONE (HOME): _____ PHONE (WORK): _____
Email: _____
Date: _____

Please return the completed form to the Public Works and Parks Department, 3rd floor of City Hall, attention Darren Dunkle, Public Works Liaison of the Traffic Commission, via email at ddunkle@ucitymo.org

PLEASE SEE FOLLOWING
2 Pages

Or, by mail/fax: Traffic Commission
C/O Public Works Department
6801 Delmar Blvd. 3rd Floor
University City, MO 63130
(314) 505-8560
(314) 862-0694 (fax)

www.ucitymo.org

University City Department of Public Works
TRAFFIC REQUEST FORM

LOCATION OF REQUEST:

1. 7401/7405 frontage of Pershing Ave (Taco Buddha/Cursed Bikes and Coffee)
2. Streets adjacent to Taco Buddha/Cursed Bikes and Coffee, more specifically West Point Court and Kingsbury BLVD.

STATE THE NATURE OF YOUR BUSINESS:

Requesting an overall parking plan for 1) Taco Buddha's customers (primary) but also including Cursed Bikes and Coffee's customers at the frontage of 7401/7405 Pershing AND 2) restricted customer parking (via Neighborhood parking permits) for those businesses on West Point Court and Kingsbury Blvd.

1. *Curbside Pickup Lane Plan at the frontage of 7401/7405 Pershing Ave.*
 - Specifically, a plan that allows for no parking on the Pershing Ave frontage of at 7401 and 7405 during business hours so that customer's cars can quickly pick up scheduled, pre-purchased items and leave the area without having to park in other areas within the block such as West Point Ct and Kingsbury Blvd.
 - Without signs on the public side of the sidewalk in front of 7401 and 7405 Pershing Ave (Cursed Bikes/Taco Buddha) during operational hours, that designate the area to be a Curbside pickup lane/no parking during operational hours, 1) Curbside operations will not be possible and 2) approximately 80-140 cars a day will park around the area just to pick up purchased goods and leave within a short period of time.
2. *Neighborhood Parking Permits in immediate area precluding parking by Taco Buddha Customers*

WHAT ACTION ARE YOU REQUESTING THAT THE CITY TAKE CONCERNING YOUR REQUEST?

- 1) Post signage or allow signage at 7401/7405 Pershing Ave (on public side of sidewalk) stating "curbside pickup/no parking 11:00am-8:30pm, Tuesday-Saturday."
- 2) Work with the U.City Traffic Control Division to create residential permit parking in the immediate area of West Point Court and Kingsbury BLVD (and other areas as needed) to prevent Taco Buddha Customers from parking in front of our neighbors homes.
- 3) Remove the "No Parking" signs between the alley west of 7405 Pershing Ave and West Point Court

University City Department of Public Works
TRAFFIC REQUEST FORM

WHAT IMPACT WOULD THE ACTION HAVE ON ANY ADJACENT RESIDENTS OR STREETS?

- 1) In the surrounding blocks, less overall parking needed (80-140 cars a day) by assigning a "Curbside Pickup" lane in front of 7401/7405 Pershing Ave. (Details per line item # 1 above)
- 2) Neighbors on close-by streets, specifically West Point Court and Kingsbury BLVD would have clear areas in front of their homes to use for their parking needs.
- 3) Allowable, non-obtrusive parking east and west of Pershing and limited areas of Jackson Ave would be used by Taco Buddha customers. (In addition to the 19 parking spots in the parking lot just north of the Pershing/Jackson Building.)

NAME:

Kurt Eller (U.City Resident and owner of Taco Buddha)

ADDRESS:

Taco Buddha, 7405 Pershing Ave, U.City, MO 63130
Home, 407 Alta Dena Ct, U.City, MO 63130

PHONE:

Home/Cell: 314.269.4496
Business: 314.502.9951

EMAIL:

kurteller@gmail.com

DATE:

5/13/23

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



NUMBER: <i>For City Clerk Use</i>	UB20230822-04
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SUBJECT/TITLE: AN ORDINANCE AMENDING SCHEDULE III, TABLE III-D OF THE TRAFFIC CODE OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO RESIDENTIAL PERMIT PARKING AREAS, BY ADDING THEREIN, THE SOUTH SIDE OF THE 7400 BLOCK OF KINGSBURY BOULEVARD BETWEEN JACKSON AVENUE AND WEST POINT COURT, AND BOTH SIDES OF THE 400 BLOCK OF WEST POINT COURT BETWEEN KINGSBURY BOULEVARD AND PERSHING AVENUE.			
REQUESTED BY: Darin Girdler, Department Director		DEPARTMENT / WARD Public Works	
AGENDA SECTION:	Unfinished Business - Bill 9522	CAN ITEM BE RESCHEDULED?	yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: The City Manager recommends approval.			
FISCAL IMPACT:			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION:			

STAFF COMMENTS AND BACKGROUND INFORMATION: This Bill adds the south side of the 7400 block of Kingsbury between Jackson Avenue and West Point Court, and both sides of the 400 block of West Point Court between Kingsbury Boulevard and Pershing Avenue, to the residential permit parking areas. The Traffic Commission, at a meeting on June 14, 2023, considered a Residential Parking Permit Petition to establish said areas as residential parking permit areas from 10 a.m. to 10 p.m. The Traffic Commission unanimously recommended that the City Council approve the Petition.
--

CIP No.	
RELATED ITEMS / ATTACHMENTS: 1. Bill No. 9522 2. Residential Parking Petition	

LIST CITY COUNCIL GOALS (5): Community Quality of Life Amenities	
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose
MEETING DATE:	August 22, 2023

INTRODUCED BY: Councilmember

DATE: August 14, 2023

BILL NO. 9522

ORDINANCE NO.

AN ORDINANCE AMENDING SCHEDULE III, TABLE III-D OF THE TRAFFIC CODE OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO RESIDENTIAL PERMIT PARKING AREAS, BY ADDING THEREIN, THE SOUTH SIDE OF THE 7400 BLOCK OF KINGSBURY BOULEVARD BETWEEN JACKSON AVENUE AND WEST POINT COURT, AND BOTH SIDES OF THE 400 BLOCK OF WEST POINT COURT BETWEEN KINGSBURY BOULEVARD AND PERSHING AVENUE.

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

Section 1. Schedule III, Table III-D of the Traffic Code of the University City Municipal Code, relating to residential permit parking areas, is hereby amended by adding the following:

<u>Street</u>	<u>Blocks</u>	<u>Scope</u>
Kingsbury Boulevard	7400	South side between Jackson Avenue and Kingsbury Boulevard
West Point Court	400	Both sides between Kingsbury Boulevard and Pershing Avenue

Section 2. 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



Department of Public Works

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

RESIDENTIAL PARKING PERMIT PETITION

TO: UNIVERSITY CITY- TRAFFIC COMMISSION

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

Taco Buddha restaurant's success has brought parking issues to the 400 block of W Point Ct and 7400 Block of Kingsbury. The lunch and dinner customers do not use available parking on Pershing and Jackson Ave. W Point is a narrow street, cars parking on both sides makes it difficult to access and impossible for truck deliveries during the day.

SPECIFIC AREA REQUESTED TO BE RESTRICTED:

W Point Ct between Pershing and Kingsbury. 400-425 (11 homes)
Kingsbury between Jackson and W Point Ct 7400-7401 (2 homes)

REQUESTED RESTRICTED TIME PERIOD (SHALL NOT EXCEED 12 HOURS DAILY)

10AM-10PM 7 days per week

NOTE:

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

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

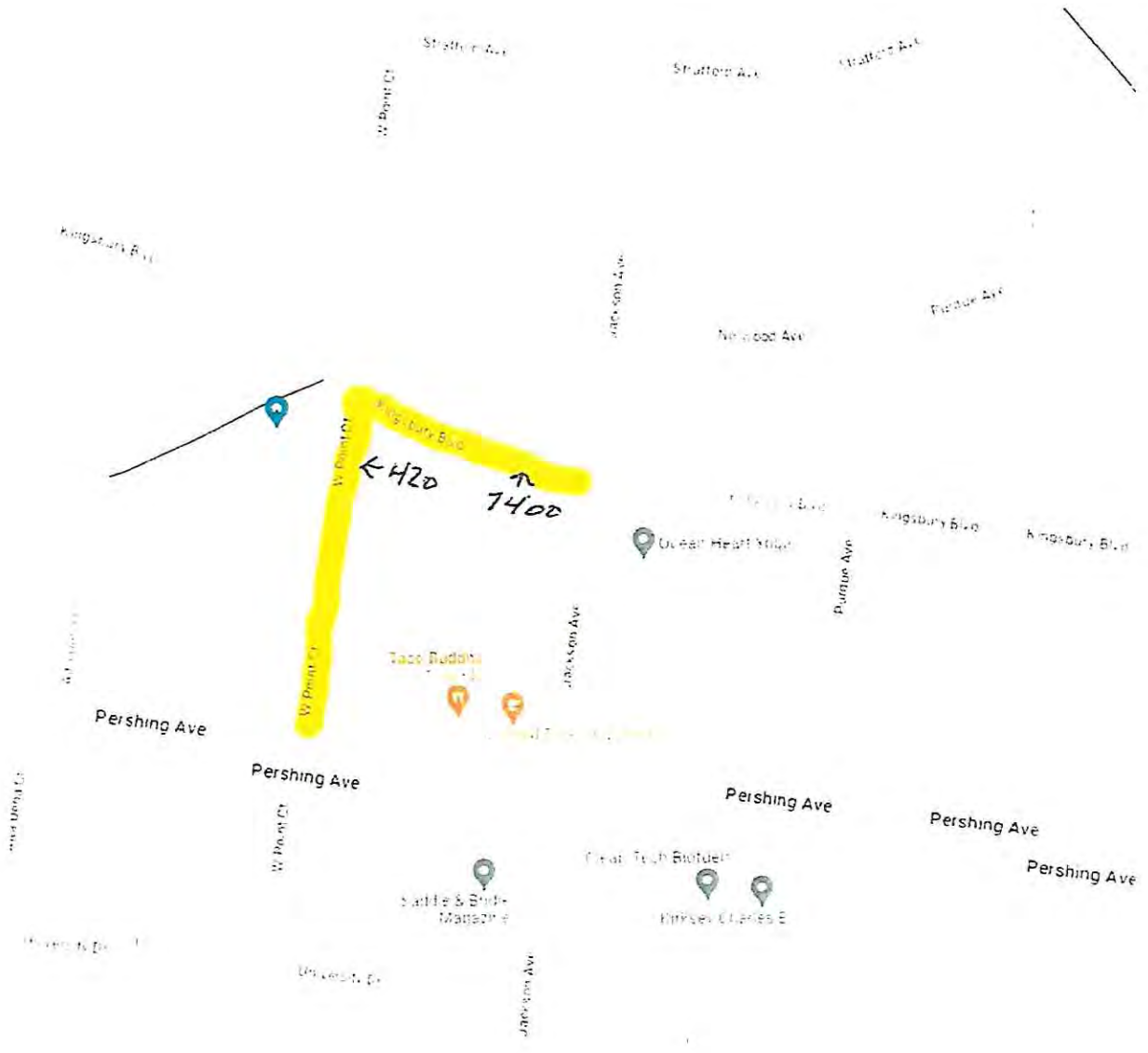
NAME: Larry Zelenovich

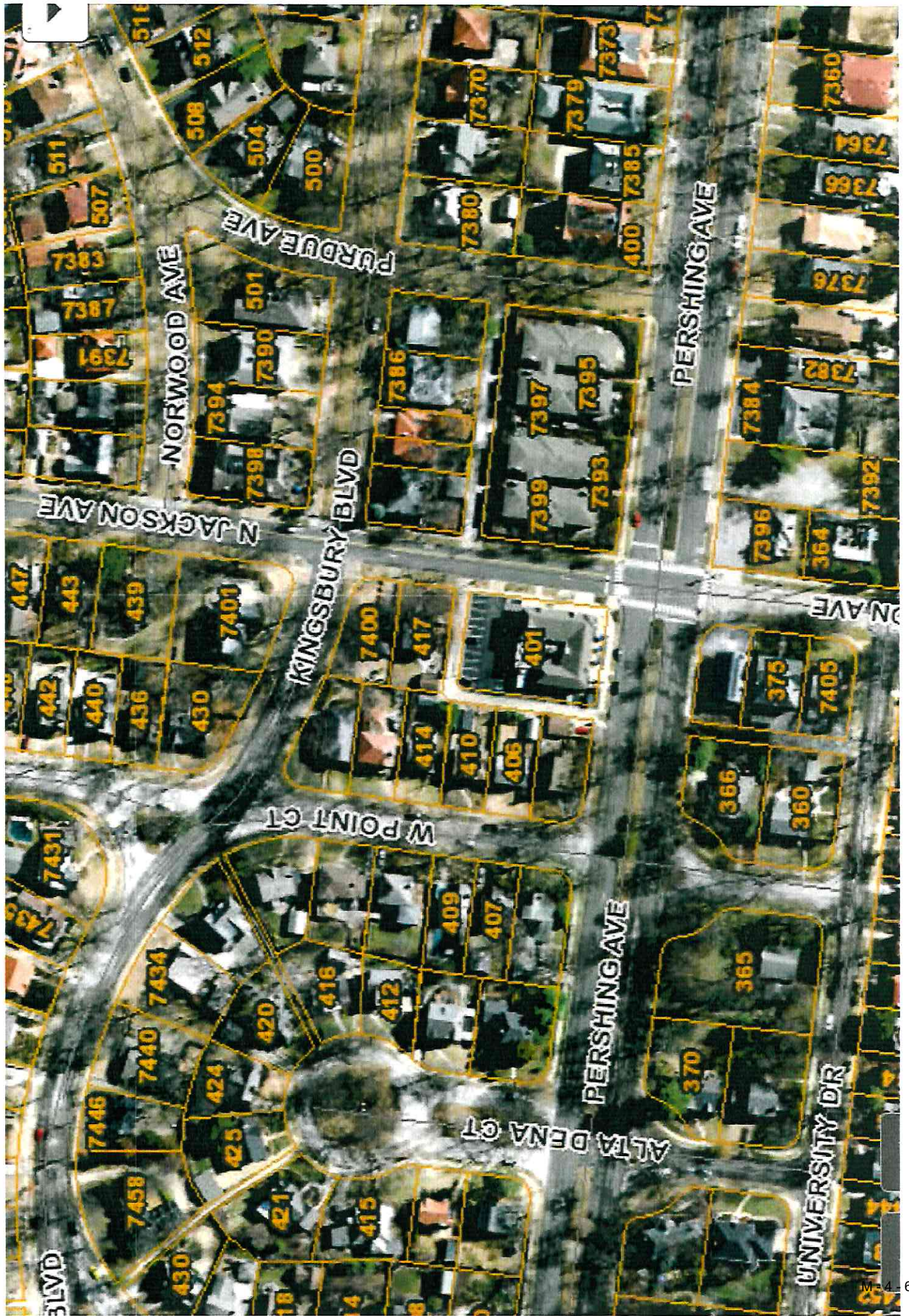
ADDRESS: 425 W Point Ct 63130

PHONE (HOME): 314-568-0072 PHONE (WORK): 314-996-0445

Date: May 12, 2023

Please return completed to Sinan Alpaslan, at the Public Works Department, 3rd floor of the City Hall, located at 6801 Delmar Blvd, University City, MO 63130. Phone: (314) 505-8560 Fax: (314) 862-0694





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



NUMBER: <i>For City Clerk Use</i>	UB20230822-05
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SUBJECT/TITLE: Ferguson Transportation Alternatives Program (TAP) Agreement			
REQUESTED BY: Darin Girdler, Director of Public Works		DEPARTMENT / WARD Public Works/Ward 3	
AGENDA SECTION:	Unfinished Business - Bill 9523	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval of ordinance authorizing agreement for Ferguson Ave. Sidewalk/ADA project of which federal funding was recently awarded.			
FISCAL IMPACT: This project will be an 80% federal/20% City split of the estimated project cost of \$690,518.00. The City's match (\$138,103.60) will be from the budgeted annual curb and sidewalk program.			
AMOUNT:	\$690,518.00	ACCOUNT No.:	12-40-90-8040
FROM FUND:	Capital Improvements Sales Tax Fund	TO FUND:	
EXPLANATION: The City was recently awarded this project through East-West Gateway Council Of Governments for the Transportation Alternatives Program (TAP). This program provides funding for projects such as pedestrian and bicycle facilities and safe routes to school.			

STAFF COMMENTS AND BACKGROUND INFORMATION: Ferguson Avenue Sidewalk project is intended to provide for the replacement of existing sidewalks and make ADA improvements from Olive Blvd. to Melrose Ave. The sidewalk provides a critical connection for pedestrians to the Olive corridor.
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CIP No.	
RELATED ITEMS / ATTACHMENTS: Bill 9523. agreement. Location map. Project estimate.	

LIST CITY COUNCIL GOALS (S): Improve Infrastructure Public Safety	
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose
MEETING DATE:	08/22/2023

INTRODUCED BY: Councilmember

DATE: August 14, 2023

BILL NO. 9523

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE, AN AGREEMENT BETWEEN THE CITY OF UNIVERSITY CITY, MISSOURI AND THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION, FOR SIDEWALK CONSTRUCTION ON FERGUSON AVENUE.

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

Section 1. The Missouri Highways and Transportation Commission Transportation Enhancement Funds Program Agreement (Agreement) for the construction of sidewalks on Ferguson Avenue from Melrose Avenue to Olive Boulevard is hereby approved in substantially the form attached hereto and incorporated by reference.

Section 2. The City Manager is authorized to enter into and execute the Agreement on behalf of the City of University City, Missouri, and may take such further action as may be necessary or desirable to carry out the intent of this ordinance.

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

PASSED and ADOPTED this ____ day of _____, 2023.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 10/22 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP-5402(622)
Award Year: 2024
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENTS FUNDS
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of University City (hereinafter, "City").

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: construct sidewalks on Ferguson Avenue from Melrose Avenue to Olive Boulevard (Mo 340).

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

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

made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

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

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

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

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

City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project TAP-5402(622) or contemplated by this Agreement.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 75 percent not to exceed \$552,414. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

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

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49

C.F.R. Part 26, as amended.

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

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

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

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

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

Remainder of Page Intentionally Left Blank

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

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF UNIVERSITY CITY

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Exhibit A - Location of Project

[City of University City – Project Location Map](#)

TAP Project:

- Ferguson Avenue ADA Sidewalk to Schools Project
- Olive Boulevard to Melrose Ave (north city limits)

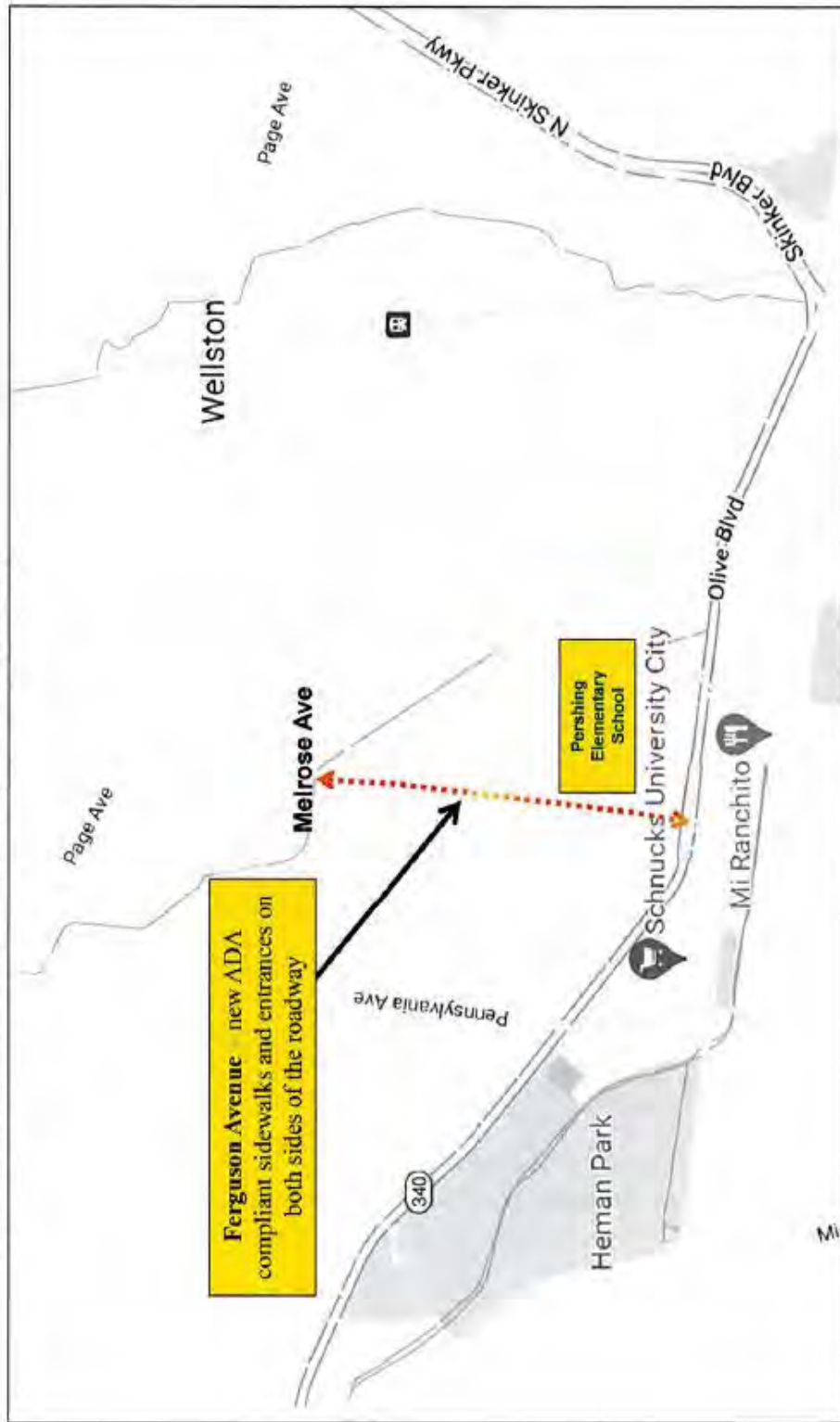


Exhibit B – Project Schedule

Project Description: TAP-5402(622) Ferguson Avenue

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	04/2023	04/2023	1
Execute agreement (project sponsor and DOT)	05/2023	11/2023	6
Engineering services contract submitted and approved*			
Obtain environmental clearances (106, CE2, T&E, etc.)	06/2023	09/2023	3
Public meeting/hearing			
Develop and submit preliminary plans	07/2023	10/2023	3
Preliminary plans approved	11/2023	12/2023	2
Develop and submit right-of-way plans			
Review and approval of right-of-way plans			
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*			
Right-of-way acquisition			
Utility coordination	09/2023	04/2024	7
Develop and submit PS&E	01/2024	03/2024	2
District approval of PS&E/advertise for bids*	04/2024	05/2024	2
Submit and receive bids for review and approval	06/2024	07/2024	2
Project implementation/construction	08/2024	12/2024	4
* Finish date must match fiscal year for each milestone shown in bold text.			

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

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

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

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

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

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

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

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

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

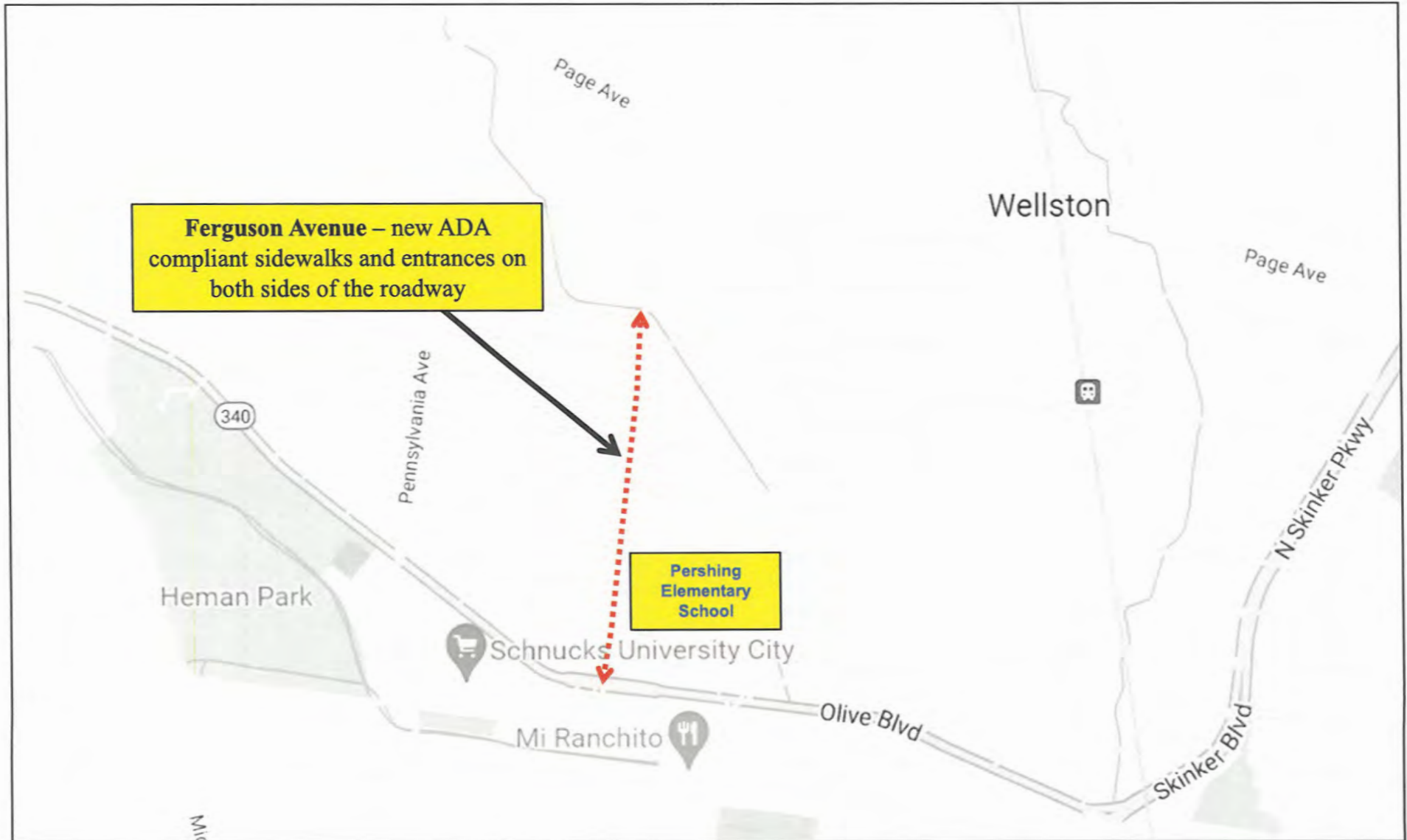
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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

City of University City – Project Location Map

TAP Project:

- Ferguson Avenue ADA Sidewalk to Schools Project



Project Cost Estimate - Construction Only Grant

TAP Application - Due August 19, 2022

University City - Ferguson Avenue ADA Sidewalk to Schools Project

Item No.	Item Description	Unit	Plan Quantity	Unit Price (\$)	Total (\$)															
1	Removal of Improvements	LS	1	55,000.00	55,000															
2	Linear Grading	STA	27	850.00	22,950															
3	Curb and Gutter	LF	5,400	28.50	153,900															
4	ADA Compliant Sidewalk	SF	32,400	8.00	259,200															
5	Driveway Entrances	SF	3,600	9.00	32,400															
6	Construction Mobilization	LS	1	42,000.00	42,000															
7	Construction Traffic Control	LS	1	35,000.00	35,000															
General Notes:																				
1. From Olive Blvd. to Melrose Ave.																				
2. Approximate Length = 0.51 Miles																				
3. Construction 2024																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="text-align: right;">EWGCC Application Fee (1/2% of Federal Funds Requested) =</td> <td style="text-align: right;">2,762</td> </tr> <tr> <td></td> <td style="text-align: right;">Surveying/Design Engineering Services</td> <td style="text-align: right;">69,052</td> </tr> <tr> <td></td> <td style="text-align: right;">Const. Admin./Inspection/Testing</td> <td style="text-align: right;">51,789</td> </tr> <tr> <td colspan="2">City Expenditure (EWG Fee + TAP 20% Share + Engineering + Application Fee) =</td> <td style="text-align: right;">\$261,706</td> </tr> </table>							EWGCC Application Fee (1/2% of Federal Funds Requested) =	2,762		Surveying/Design Engineering Services	69,052		Const. Admin./Inspection/Testing	51,789	City Expenditure (EWG Fee + TAP 20% Share + Engineering + Application Fee) =		\$261,706			
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**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	UB20230822-06
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SUBJECT/TITLE: Compensation Ordinance Adjustments			
REQUESTED BY: Amy Williams		DEPARTMENT / WARD Human Resources	
AGENDA SECTION:	Unfinished Business Bill 9524	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: The City Manager recommends updating the Pay Ordinance providing new grades for part-time employees: Part-time Seasonal part-time PTS (working less than 1,100 hours annually) and Part-Time Regular (PTR). The update also seeks to add the City Attorney position to the E-3 grade level.			
FISCAL IMPACT: There are approximately 20 part-time employees that will be reclassified into the part-time regular grade with the .02 hourly increase. Impact depends on their hours worked.			
AMOUNT:	0	ACCOUNT No.:	NA
FROM FUND:	General Fund – 01	TO FUND:	General Fund – 01
EXPLANATION: The proposed ordinance separates the Part-Time Employees into "Seasonal" and "Regular" and provides new grades for each group and to add the City Attorney position to the E-3 grade level. The City Manager recommends approval.			

STAFF COMMENTS AND BACKGROUND INFORMATION: The proposed updates to this ordinance seek to create new grades for part time personnel and add the position of City Attorney.
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CIP No.	
RELATED ITEMS / ATTACHMENTS: Draft Bill 9524	

LIST CITY COUNCIL GOALS (S): Employees	
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose
MEETING DATE:	August 22, 2023

INTRODUCED BY:

DATE: August 14, 2023

BILL NO. 9524

ORDINANCE NO:

AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN FROM AND AFTER SEPTEMBER 11, 2023, AND REPEALING ORDINANCE NO. 7331.

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

Section 1. From and after September 11, 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

Steps

<i>Grade</i>	<i>Position Title</i>	<i>Pay Frequency</i>	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

Grade	Position Title	Pay Frequency	Steps									
			A	B	C	D	E	F	G	H	I	J
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

Grade	Position Title	Pay Frequency	Steps									
			A	B	C	D	E	F	G	H	I	J
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>	A	B	C	D	E	F	G	H	I	J
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

Grade	Position	Pay Frequency	A	B	C	D	E	F
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 September 11, 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 - HOURLY PAY RATES FOR REGULAR PART-TIME EMPLOYEES

Grade	Position Title	Steps									
		A	B	C	D	E	F	G	H	I	J
PR01		\$ 15.30	\$16.0650	\$16.8683	\$17.7117	\$18.5972	\$19.5271				
PR02	Cashier Control Desk Associate Facility Attendant Child Care Assistant Camp Counselor Golf Course Attendant Park Attendant Youth Job Corps Worker	\$ 15.81	\$16.6005	\$17.4305	\$18.3021	\$19.2172	\$20.1780				
PR03	Lifeguard Recreation Program Leader Traffic Escort	\$ 16.07	\$16.8683	\$17.7117	\$18.5972	\$19.5271	\$20.5035				
PR04	Inclusion Counselor Facility Attendant II	\$ 16.58	\$17.4038	\$18.2739	\$19.1876	\$20.1470	\$21.1544				
PR05	Pool Technician	\$ 16.83	\$17.6715	\$18.5551	\$19.4828	\$20.4570	\$21.4798				
PR06	Head Lifeguard Swim Instructor	\$ 17.34	\$18.2070	\$19.1174	\$20.0732	\$21.0769	\$22.1307				
PR07	Asstistant Pool Manager Assistant Camp Director Facility Monitor Intern	\$ 18.90	\$19.85	\$20.84	\$21.88	\$22.97	\$24.12				
PR08	Camp Director Pool Manager Golf Shop Supervisor Recreation Progam Supervisor	\$ 20.20	\$21.2058	\$22.2661	\$23.3794	\$24.5484	\$25.7758				

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

Grade	Position Title	Steps									
		A	B	C	D	E	F	G	H	I	J
PR20		\$ 15.06	\$15.8100	\$16.6005	\$17.4305	\$18.3021	\$19.2172	\$20.1780	\$21.1870	\$22.2462	\$23.3586
PR21	PT Clerk Typist	\$ 15.81	\$16.6005	\$17.4305	\$18.3021	\$19.2172	\$20.1780	\$21.1870	\$22.2462	\$23.3586	\$24.5265
	PT Court Clerk										
	PT Parking Controller										
	PT Police/Fire Cadet										
PR22	PT Custodian	\$ 16.61	\$17.4298	\$18.3021	\$19.2171	\$20.1780	\$21.1869	\$22.2463	\$23.3586	\$24.5265	\$25.7529
PR23	PT Laborer	\$ 17.43	\$18.3021	\$19.2171	\$20.1780	\$21.1869	\$22.2463	\$23.3586	\$24.5265	\$25.7528	\$27.0405
PR24	PT Advanced Clerk Typist	\$ 18.30	\$19.2171	\$20.1779	\$21.1868	\$22.2462	\$23.3584	\$24.5264	\$25.7527	\$27.0403	\$28.3923
PR25	PT Administrative Secretary	\$ 19.40	\$20.3701	\$20.4180	\$22.4580	\$23.5810	\$24.7600	\$25.9980	\$27.2979	\$28.6628	\$30.0959
PR26	PT Dispatcher	\$ 21.36	\$22.4291	\$23.5505	\$24.7281	\$25.9645	\$27.2627	\$28.6258	\$30.0571	\$31.5600	\$33.7014
	PT Crime Analyst										
	PT Senior Coordinator										
PR27	PT Paramedic Firefighter	\$ 22.58	\$23.7156	\$24.9014	\$26.1464	\$27.4538	\$29.3165				
PR28	PT Public Works Inspector	\$ 23.93	\$25.1206	\$26.3766	\$27.6955	\$29.0800	\$30.5343	\$32.0610	\$33.6641	\$35.3472	\$37.7461

SCHEDULE B 2 - HOURLY PAY RATES FOR SEASONAL EMPLOYEES

Grade	Position Title	Steps									
		A	B	C	D	E	F	G	H	I	J
PS01		\$ 15.00	\$15.7500	\$16.5375	\$17.3644	\$18.2326	\$19.1442				
PS02	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										
PS03	Lifeguard	\$ 15.75	\$16.5375	\$17.3644	\$18.2326	\$19.1442	\$20.1014				
	Recreation Program Leader										
	Traffic Escort										
PS04	Inclusion Counselor	\$ 16.25	\$17.0625	\$17.9156	\$18.8114	\$19.7520	\$20.7396				
	Facility Attendant II										
PS05	Pool Technician	\$ 16.50	\$17.3250	\$18.1913	\$19.1008	\$20.0559	\$21.0586				
PS06	Head Lifeguard	\$ 17.00	\$17.8500	\$18.7425	\$19.6796	\$20.6636	\$21.6968				
	Swim Instructor										
PS07	Assistant Pool Manager	\$ 18.19	\$19.10	\$20.05	\$21.06	\$22.11	\$23.22				
	Assistant Camp Director										
	Facility Monitor										
	Intern										
PS08	Camp Director	\$ 19.18	\$20.7900	\$21.8295	\$22.9210	\$24.0670	\$25.2704				
	Pool Manager										
	Golf Shop Supervisor										
	Recreation Program Supervisor										

SCHEDULE B 2 - HOURLY PAY RATES FOR SEASONAL EMPLOYEES

Grade	Position Title	Steps									
		A	B	C	D	E	F	G	H	I	J
PS20		\$ 14.76	\$15.5000	\$16.2750	\$17.0887	\$17.9432	\$18.8403	\$19.7824	\$20.7715	\$21.8100	\$22.9006
PS21	PT Clerk Typist	\$ 15.50	\$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										
PS22	PT Custodian	\$ 16.28	\$17.0888	\$17.9432	\$18.8403	\$19.7824	\$20.7715	\$21.8101	\$22.9006	\$24.0456	\$25.2479
PS23	PT Laborer	\$ 17.09	\$17.9432	\$18.8403	\$19.7824	\$20.7715	\$21.8101	\$22.9006	\$24.0456	\$25.2479	\$26.5103
PS24	PT Advanced Clerk Typist	\$ 17.94	\$18.8403	\$19.7823	\$20.7714	\$21.8100	\$22.9004	\$24.0455	\$25.2477	\$26.5101	\$27.8356
PS25	PT Administrative Secretary	\$ 19.02	\$19.9707	\$20.9692	\$22.0177	\$23.1186	\$24.2745	\$25.4882	\$26.7626	\$28.1008	\$29.5058
PS26	PT Dispatcher	\$ 20.94	\$21.9894	\$23.0888	\$24.2433	\$25.4554	\$26.7282	\$28.0646	\$29.4678	\$30.9412	\$33.0406
	PT Senior Coordinator										
PS27	PT Paramedic Firefighter	\$ 22.14	\$23.2506	\$24.4132	\$25.6338	\$26.9155	\$28.7417				
PS28	PT Public Works Inspector	\$ 23.46	\$24.6281	\$25.8595	\$27.1525	\$28.5101	\$29.9356	\$31.4324	\$33.0040	\$34.6542	\$37.0055

Section 3. From and after on September 11, 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>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>	<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

<i>Grade</i>	<i>Position Title</i>	<i>Pay Frequency</i>	<i>Salary Range</i>		
			<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>
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	City Attorney	Annually	\$111,044.21	\$140,110.28	\$163,751.29
	Deputy City Manager/Dir. Of Economic Development	Monthly	\$9,253.68	\$11,675.86	\$13,645.94
	Director of Finance	Bi-weekly	\$4,270.93	\$5,388.86	\$6,298.13
	Fire Chief	Hourly	\$53.3866	\$67.3607	\$78.7266
	Police Chief				
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 September 11, 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 September 11, 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 September 11, 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 September 11, 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 September 11, 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 September 11, 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 September 11, 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 September 11, 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 September 11, 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. 7331 and all ordinances in conflict herewith are repealed. Ordinance No. 7040 shall remain in effect in full force and unchanged.

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

PASSED and ADOPTED this 11th day of September, 2023.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

