



MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, December 9, 2024
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS (Acknowledgement)
none

E. APPROVAL OF MINUTES

1. November 25, 2024 Study Session Third Ward Housing & Revitalization Plan
2. November 25, 2024 Regular Minutes

F. APPOINTMENTS to BOARDS AND COMMISSIONS

1. **Susan Plassmeyer** is nominated for appointment to the Solid Waste & Recycling Task Force by Councilmember Dennis Fuller.

G. SWEARING IN TO BOARDS AND COMMISSIONS

1. **John Solodar** was sworn in to the Park Commission on December 4, 2024, in the clerk's office.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

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

The public may also submit written comments must be received no later than 12:00 p.m. the day of the meeting. Comments may be sent via email to: councilcomments@ucitymo.org, or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting. Please note, when submitting your comments, a name and address must be provided. Please also not if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.

I. COUNCIL COMMENTS

J. PUBLIC HEARINGS

none

K. CONSENT AGENDA (1 voice vote required)

1. 2025 Legislative Platform
2. Funding Approval Form and Grant Agreement for FEMA's Flood Mitigation Assistance (FMA) grant.
3. Funding Approval Form and Grant Agreement for FEMA's Hazard Mitigation Grant Program (HMGP) grant.
4. Tree Removal Contract for Pershing and Ferguson Improvement Project
5. Acceptance of ARPA Grant for Lucas Mechanical CPR device
6. Disposal Service Agreement Amendment

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

1. City Manager Updates
2. First (1st) Quarter Financial Report - September 30, 2024

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

none

N. NEW BUSINESS

Resolutions (voice vote required)

none

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

1. **BILL 9563** – AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN FROM AND AFTER JANUARY 13, 2025, AND REPEALING ORDINANCE NO. 7360.

O. COUNCIL REPORTS/BUSINESS

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

P. CITIZEN PARTICIPATION (continued if needed)

Q. COUNCIL COMMENTS

R. EXECUTIVE SESSION (roll call vote required)

Motion to go into a Closed Session according to Missouri Revised Statutes 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives or attorneys.

S. ADJOURNMENT

The public may also observe via:

Live Stream via YouTube: https://www.youtube.com/channel/UCyN1EJ_-Q22918E9EZimWoQ

Posted December 6, 2024.

- To encourage home ownership; strengthen neighborhood bonds, and build a consensus around the plan's recommendations
- To conduct engagement that is thoughtful and meaningful while also building off of past planning and engagement efforts
- To empower stakeholders to carry the plan forward and ensure that community change is reflective of who they are

Tax Increment Financing (TIF)

Through the use of Tax Increment Financing (TIF) which captures a portion of the increased taxes, realized from the Market at Olive, \$15 million in revitalization funds for the Third Ward will be generated over time: \$10 million for Third Ward Residential Neighborhoods and \$5 million for the Olive Boulevard Commercial Corridor.

The adopted TIF Redevelopment Plan includes three Redevelopment Project Areas (RPAs):

- Market at Olive (RPA1)
- Third Ward Residential Neighborhoods (RPA2)
- Olive Boulevard Commercial Corridor (RPA3)

Project Schedule

Yard & Company's process is built around three phases;

EXPLORE - information gathering from the community & analysis; *(July 2023 to January 2024)*

TEST - idea testing and options with the community; *(January to April 2024)*

BUILD - develop housing and revitalization plan approved by the community; *(May to September 2024)*

Project Organization

All of this work was done in partnership with Brooke Smith, who served as the Project Manager overseeing the planning effort, along with the Third Ward Revitalization Task Force made up of residents and stakeholders. Members of Task Force: Byron Price (Chair), Christina Dancy (Vice Chair), Christopher Flood, Ariel Garner, Craig Hughes, Patricia McQueen, Susan Murray, Linda Peoples-Jones, and Mayela Zambrano, all of these folks gave up a lot of their time throughout the entire process.

The Task Force's major responsibilities are:

- To provide information/insight
- To connect the process to the community
- To inspire, enable, and partner on engagement efforts
- To review and translate input gathered

Three residents of the Third Ward comprised the Community Ambassadors; Angela Mooney, Charlene Temple, and Dr. Mona Rimson-Hope. They were paid on an hourly basis to assist with community engagement and are keenly responsible for the success of the engagement that happened in the Third Ward.

Yard & Company is the lead consulting firm, supported by the planning team of Collabo; a subcontractor based out of Chicago. Kevin Wright of Yard & Company is the principal in charge of the consulting team and is the primary point of contact in charge of coordinating the workflow and expectations of the team. Mr. Sharrer is the Project Manager.

Phase 1 - Exploring Analysis

The first phase, Explore, involved exploring the Ward, the analysis of data, and engagement with residents

- 256 surveys were submitted that explored what residents liked about the Third Ward; what they didn't like, and what was important to them
 - 173 digital surveys/83 digital

- 92% lived in the Third Ward
- 95% were homeowners
- 5% were renters
- The top issues they believed needed to be addressed were walkability, safety/security, property maintenance, landlords, and retail/shopping
- Mapping exercise where residents were asked to geographically pinpoint the places they frequented, disliked, liked, etc.
 - There were 386 visits to the website and 153 pins mainly along Olive Blvd., which they believed had some good businesses, but conditions needed to be improved
 - Opportunities were noted on City-owned and vacant property
 - The Delmar Loop was a common destination outside of the Third Ward
- Project website with an introduction to the planning process and links to the mapping exercise and surveys
- Weekly schedule of one or two social media posts on all U City social media accounts promoting the project website, activities, and Community Ambassadors
- Stakeholder meetings with private non-profits, City department heads, the City Manager, and the Mayor, to find out the inside perspective on funding needs, strengths, and weaknesses
- Driving and walking tours of the neighborhood to get a feel for neighborhood conditions

Emerging Themes

This initial analysis led to a set of emerging themes:

- **Sharpen the Focus** - identify areas of focus that will create a ripple effect throughout the Ward
- **Connections are Key** - connect existing Third Ward assets and focus areas
- **Transform Olive Blvd.** - make Olive Blvd, the best version of itself for the benefit of residents
- **Close the Operating Entity Gap** - ensure there are people empowered to consistently work on behalf of the Third Ward
- **Tailored Owner Tools** - build out a comprehensive toolbox of programs and support for Third Ward homeowners

Summary of Understanding

A full document of data analysis summarizing Phase I was made available to the public.

Phase II - Testing Analysis

The Task Force and planning team developed a strategy for gathering public input on a set of proposed concepts and solutions gathered from information in the initial Phase.

Testing Survey

172 surveys were received; 66 digital and 106 in-person or paper.

Topics included:

- What types of things would you like to walk to
- What kind of shops would you like to see
 - Food/beverages
 - Hospitality/Entertainment
 - Neighborhood services
 - Specialty retail
 - Professional offices
 - Business incubator
- What type of housing do you think makes the most sense for the Third Ward
 - Single-family (*restored older homes*)
 - Single-family (*new starter homes*)
 - Multi-family (*small scale*)
 - Attached brick townhomes
 - Cottage court homes (*small, shared green space*)

- Live/work units
- Accessory dwelling units (*in-laws suites*)
- What would make walking in the Third Ward more pleasant
 - Landscaping
 - Reduced speed limits
 - Marked trails
 - Raised crosswalks
 - Way-finding signage
 - Wide paths
- What is your connection to the Third Ward
- How long have you lived in the Third Ward

Stakeholder Interviews

The planning team conducted additional stakeholder interviews where there was broad consensus on several topics:

- Housing solutions
- Focus areas with small-scale retail
- Calming traffic
- Overall Third Ward investment

Pop-up Engagements

The planning team and Ambassadors conducted five engagement pop-ups designed to meet people where they are:

- Aldi's
- Pete's Market
- Loop Laundry
- Mi Ranchito
- Millar Park

The team visited with over 200 residents who were provided with interactive engagement boards and cards directing them to surveys they could fill out later.

Open House

The team hosted an Open House at the Heman Park Community Center. Approximately 50 residents interacted with staff, listened to project updates and provided input. Engagement activities included:

- Housing toolkit budgeting exercise
- Display boards highlighting the proposed focus areas
- Nine housing tools were displayed as possible tactics to be implemented in the Third Ward with funding provided by the TIF:
 1. Healthy homes program
 2. Home repair grants
 3. Yard and garden contests
 4. Porch lighting program
 5. Path to homeownership tools
 6. HISA grants
 7. Home improvement classes
 8. Weatherization assistance
 9. Tool lending library

Testing - Phase 2 Results

Feedback from the engagement boards and surveys helped inform the plan recommendations related to housing, focus areas, connections, and walkability.

This assisted the planning team with honing in on ideas that would build consensus with one final push for engagement to test Rabe Park as a focus area for improvements. The park is located in the middle of the Third Ward in an area where housing values are a little higher, the network of sidewalks is robust, and there is good visibility.

Phase 3 - Building Consensus

The planning team and Ambassadors hosted a Saturday afternoon pop-up event at Rabe Park to collect final feedback on the draft plan.

- Over 150 people attended the lively event with games, music, ice cream, and food
- A series of engagement boards were displayed at the event that allowed participants to provide their feedback
- The team spray painted the concept of a 400 square-foot cafe in the park, with an ADA-accessible path leading from the sidewalk into the park, and walks you by the cafe and the new playground scheduled to be built next year

Participant's reception to the ideas shared at this event was overwhelmingly positive and informed the final plan recommendations.

Common Themes from Residents

- Make all housing toolkits available to everyone regardless of their income
- Big trucks are a problem on Sutter
- Rabe Park improvements should not be too active or too loud
- Helping pedestrians safely cross Olive is needed
- Adjacent neighbors expressed concerns about development of the Mt. Olive parcel
- Allow grants to be used for homeowners experiencing flooding; (infrastructure repairs and free sump pumps)
- Focus on getting back to the basics;
 - Safety/lighting
 - Infrastructure
 - Trees
 - Vacancies

Recommendations - Community-Driven Vision

1. Develop a Housing Toolkit

It is recommended that a total allocation of \$3,300,000 over the life of the TIF be used to support 200 plus loans at a maximum amount of \$15,000

- To be eligible for this funding a homeowner must have lived in their house for at least 5 years
- The City could utilize a dollar-for-dollar match for homeowners that make over the AMI, and a lower match; i.e., \$5,000 could be established for homeowners that are below the AMI
- The 5-year loan could be forgiven by 1/5 every year they reside in the home
- Other organizations, non-profits, or governmental agencies may be willing to contribute to the match to help administer the program
- Eligible improvements include;
 - ✓ Cleaning, painting, and staining exterior surfaces
 - ✓ Repairing or replacing masonry, cornices, entrances, doors, windows, decorative details, and awnings
 - ✓ Wall, ceiling, roofing, and flooring repairs
 - ✓ Plumbing, electrical, and mechanical repairs
 - ✓ Air conditioning and heating
 - ✓ Flood repair and mitigation, sump pumps

- **Aging in Place and HISA Grants**

The Veterans Affairs Home Improvements and Structural Alterations (HISA) grant provides financial assistance for medically necessary improvements or modifications to disabled veterans' homes.

- A lifetime benefit of \$6,800 that does not need to be repaid
- It is recommended that a total allocation of \$1,020,000 over the life of the TIF be used to support up to 150 grants at \$6,800, regardless of their veteran status
- The City could also provide connections to local organizations that can perform;
 - ✓ Entrances to or exits from the residence
 - ✓ Essential lavatory/sanitary facilities
 - ✓ Accessibility to kitchen or bathroom sinks or counters
 - ✓ Improving entrance paths
 - ✓ Improving plumbing or electrical systems

- **Path to Home Ownership Program**

The program should support first-time home buyers to advance equity in the Third Ward.

- Potential owners could apply for up to \$10,000 in assistance which could be used for all or part of a down payment, closing costs, appraisal fees, interest buy-down, and property inspection
- It is recommended that this program be offered first to Third Ward residents and then to the rest of the City

- **Weatherization Assistance Program**

- **Tenant Opportunity to Purchase Ordinance**

This program was piloted in Washington, D.C. where an ordinance was established that required landlords within a specific geographic area to notify their tenants and the City when they want to sell the property. Tenants are then given a reasonable amount of time to purchase the property at market value.

- This prevents the rapid displacement of residents

2. **Focus Investment for Maximum Impact**

- **ETSO: Etzel, Sutter, and Olive Corridor**

Three primary areas were identified as tremendous opportunities to create a ripple effect; Rabe Park, Mt. Olive, and the "ETSO" corridor of Sutter Avenue from Etzel to Olive, which is located at the end of the Third Ward.

- The ETSO corridor; an acronym for Sutter, Etzel, and Olive, was high on the team's list of potentials because it seems like a natural for creating a pocket of interests
 - ✓ MetroLink
 - ✓ St. Vincent Head Trail that takes you to Forest Park, etc.
 - ✓ Mt. Gideon Church
 - ✓ Well U Cafe
 - ✓ Interesting commercial node at Sutter and Olive
 - ✓ Near elementary schools

All of these assets coupled with a cluster of vacant residential lots, west of Sutter create an exciting opportunity for comprehensive reinvestment in a critical area of the Third Ward that is within walking distance of the Delmar Loop.

- **Intersection Tactics**

Making tactical improvements to calm traffic and create a safer pedestrian environment would benefit all parties. These improvements can start as lighter, faster, cheaper ideas like painted curb extensions, well-defined crosswalk markings, and outdoor seating planters. Over time the City can invest in more permanent solutions.

- These safety enhancements can also create a visual identity that announces Sutter & Etzel as the starting point of U City for pedestrians and cyclists using the St. Vincent Trail or MetroLink

- This gateway positions the Well U Cafe as a welcoming stop and sets the stage for future economic development in the ETSO district
- There is a need to make sure that the City's zoning ordinances allow for certain things
- **Rabe Park**
Because of its central location, high visibility, open layout, and low usage, Rabe Park is envisioned as an ideal place for small-scale, neighborhood-serving retail, such as an ice-cream shop or cafe.
 - The recommendation is to start with a small, unobtrusive off-street parking area that can accommodate a food truck on weekends, along with ADA-compliant pathways
 - Another option for parking is to remove a lane of traffic on Midland Blvd., for curbside on-street parking
 - Add seating and string lights
 - After demand increases, build a small cafe; approximately 400 square feet, and a patio, overlooking the playground
 - Program the park with occasional acoustic music, children's story time, bookmobile, or small weekend pop-up craft festivals
 - Intersection improvements will help residents get to the park safely
- **Mt. Olive Cemetery**
These 11 acres of wooded land represent the largest potential housing development site in the Third Ward. The location along Canton, a primary east-west corridor in the Third Ward is particularly important.
 - It is recommended that the City work collaboratively with the property owners and potential developers to maintain a critical threshold of quality and appropriateness while streamlining the development approval process
 - Every effort should be made to create a meaningful and contributing neighborhood on this site
 - It should feature a range of building and accommodation types, provide opportunities for a mix of incomes, and contain at a minimum, the basic elements of traditional neighborhood and community living

3. **Connect the Focus Areas**

The existing parks, mature street trees, and calm streets of the Third Ward create opportunities for enhanced connectivity and walkability with relatively small investments.

- The walking route would strategically meet Olive Blvd. at points envisioned for advanced pedestrian crossings to link residents with Heman Park, Brittany Woods Elementary School, and Ackert Walkway leading to the Delmar Loop, as well as goods and services on the south side of Olive
- The goal should be to create clearly defined, attractive walking routes that every 5-10 minutes connect to another Third Ward asset

4. **Enhance Olive**

Throughout the planning process, residents and stakeholders alike described Olive Blvd. as a physical and emotional divider between the Third Ward and the rest of the City. Ultimately, the City should; in partnership with MoDOT, embark on a full Corridor Plan for Olive with robust community engagement. Greening and beautifying Olive, creating economic opportunities, and increasing pedestrian safety while crossing Olive should be paramount considerations.

● **Recommended Enhanced Olive Crossings**

- Invest a portion of TIF funds to enhance pedestrian crossings at these strategic locations;
 - ✓ 82nd Boulevard
 - ✓ Partridge Avenue
 - ✓ Ferguson Avenue
 - ✓ Sutter Avenue/66th Avenue

Implementation

Of the \$10 million in TIF funds that will be generated over time, about \$7.6 million are unrestricted funds, the remaining funds are restricted for parks and stormwater.

The planning team made the following recommendations that have been vetted by the Task Force:

- **Housing Tool Matrix - Housing Programs**

- Approximately 75% of unrestricted funds should be used on housing programs for residents; (*four programs*)
- In year one, approximately \$1.2 million of the restricted funds should be used for housing programs. As the increments are generated, 90% of these funds should be used on housing programs
- Begin accepting/advertising for housing programs
- Housing programs should continue throughout the lifespan of the TIF

Currently, the City does not have anyone to administer these programs. So, the team saw this as a real opportunity to hire someone as part of the administration that would administer these programs; engage with the community to let them know about these programs and be a resource for the two members of Council in the Third Ward. It is recommended that dollars go into creating this position.

- **Housing Tool Matrix - Incentive Redevelopment**

- Zoning code update to allow for expanding housing types in specific areas
- Incentivize redevelopment by fast-tracking housing permits and/or reducing fees for new housing
- Enact a local Tenant Opportunity to Purchase Act Ordinance
- Develop criteria for emergency property acquisition and paths/partners for redeveloping properties
- Establish an emergency fund for acquiring problem properties
- Develop a pattern book of preapproved plans for residential construction within specific focus areas

- **Focus Area Matrix - Mt. Olive**

- Hyper-local engagement of neighbors
- Create a development scorecard

- **Focus Area Matrix - Rabe Park**

These proposed improvements total roughly 1 million dollars.

- Issue bond for capital improvements against restricted RPA2 funds
- Install new playground equipment
- Install ADA-accessible pathways and other improvements
- Create Friends of Rabe Park Group
- Create regular park programming once a week; food truck etc.
- Engage residents for feedback after the first season of programming
- Construct a cafe building
- Engage residents on the next park investments to fund from restricted RPA2 funds

If this works out well, there will be funds available to do something similar for another park in the Third Ward or go in a completely different direction.

- **Focus Area Matrix - ETSO Etzel & Sutter**

- Enforce limits on heavy truck traffic on Sutter
- Accelerate construction of St. Vincent Greenway connection to Sutter
- Paint curb extensions and crosswalks/install bollards at NW and SW corners
- Plant trees to replace the missing canopy over Etzel and Sutter

- **Focus Area Matrix - ETSO Sutter & Olive**

- Tap into the current zoning code process to allow for First 16 Feet improvements
- Create Exterior and Public Space Matching Funds from RPA3 TIF funds

Connections: Enhance Olive Boulevard

Part of the TIF structure permits incentives for commercial property; investing 1% of those funds over time into a matching grant fund for commercial properties at Sutter and Olive would make sense. The team has left almost 75% of the dollars alone but does think that as Olive Boulevard goes, so goes the Third Ward. Therefore, the crossings at Olive would be worth the investment.

Mr. Sharrer stated that the planning team has proposed a 3-year, 36-month implementation schedule that covers various areas of the plan.

Mayor Crow stated this is quite an impressive piece of work, so he would like to thank Mr. Sharrer for his presentation and the Task Force for the hours, days, and weeks they have dedicated to this project and the community.

Councilmember Clay stated he would echo the Mayor's accolades because this Task Force has been in operation for years, so all of their efforts are genuinely appreciated. He also recognized some of the very innovative community engagement techniques that were utilized. And in talking with residents, they too were impressed by the level of outreach; which is something they have not seen happen city-wide, much less in the Third Ward.

Councilmember Clay then posed the following questions to Mr. Rose:

Q. This is a strategy that does not get to a level of granularity for how to implement these programs or what they would look like. So, what do you see the next steps being comprised of?

A. *The next step will be to include this plan on Council's January agenda for consideration. If approved, staff will start integrating some of these strategies into the 2026 Annual Operating Budget; with perhaps, the most important item being to hire an administrator who can help with the execution of these strategies.*

Q. When would you look at hiring someone?

A. *That will depend on how quickly the Council wants to move forward. If the plan is accepted in January, staff could carve out this position in this Fiscal Year's budgeting process which is scheduled to start in January.*

Councilmember Hales stated it is not often that the Council receives a 70-page Study Session packet filled with such great information. Moreover, he was intrigued by the Rabe Park proposal because it is a neighborhood park rather than a destination park. The City has so many neighborhood parks that he thought the concept of making this a destination by adding parking was interesting. He stated that he would like to see food trucks and events at some of these parks to give people a reason to visit and build community.

Councilmember Hales then posed the following questions to Mr. Sharrer:

Q. Since the City is already in Fiscal Year 25, is your implementation schedule referring to calendar quarters vs. fiscal budget quarters?

A. *This is something they tend to leave undefined. But, if at all possible, the team was looking at the first quarter of the calendar year. However, if you don't start until the second quarter then everything can simply slide over to the next column.*

Q. There was a section on Olive that talked about meeting with folks from MoDOT. It would be great if the City could lean on the State and work with them as much as possible moving forward because everything you've talked about is dead-on in terms of accessibility; it really is kind of a dividing line. So, he would be interested to know if MoDOT has been a part of any of their conversations?

A. *One of MoDOT's representatives gave up his evenings to attend several of their community engagement events. And in some of his conversations with MoDOT, they appear to have gotten a bit of the bug for improving pedestrian safety. So yes, they are ready to partner with the City on some of these ideas and have even offered to do some temporary test scenarios on Olive.*

The key is that Olive does not have to be one continuous section from the far east, all the way to the far west, and I-70. It can have different personalities that respond to the adjacent land uses. For example; near the Market at Olive, it needs to be exactly what it is. But as it starts to reach Heman Park it can be more accommodating to cyclists and pedestrians because it is closer to neighborhood-level amenities.

Councilmember Smotherson stated MoDOT will be making improvements to Olive in 2026. Therefore, it will be important to find out when that is going to happen so the City can perhaps, work with them to implement some of the crossings that have been recommended.

Councilmember Smotherson stated he wanted to thank the planning team and Task Force for identifying what has been missing at Rabe Park all these years; parking for residents. This is something that the City should address sooner rather than later because there should be parking on the right side of Midland which is marked one lane from Delmar all the way down Heman Park.

He stated while he appreciates many aspects of this plan, he's worried that at the end of these 25 years all that is going to be accomplished as it relates to housing, is giving money away for repairs without solving any of the real problems. The Third Ward has 300 vacant houses and lots that are impacting their neighborhoods by bringing property values down, but nowhere in this Housing Toolkit is that being addressed. What is the goal we're trying to accomplish, and how can you measure success without utilizing these specific metrics? Councilmember Smotherson stated that in his opinion, the housing portion of this plan needs more work.

Mr. Sharrer stated what the planning team gleaned early on was that residents did not seem to have much of an appetite for utilizing these funds to invest in acquiring land for development.

What they were hoping would be measurable was the implementation of an anti-displacement tool where success would be noted by the ability to see stable neighborhoods 10 or 15 years from now because people were allowed to age in place. On the other hand, if you see rapid turnovers and 30% of the residents are completely different at the expense of those who made the sacrifice by trying to stay here, you wouldn't consider that to be measurable; unless the population increased because there was more housing stock. He stated they were seeding the idea that putting new housing on a block where other properties are not in good condition is kind of like the chicken and the egg conjecture. Do you create a robust development environment by having vacant lots next to quality housing, or do you bring in new housing first with the hope of developing quality housing? Mr. Sharrer stated what they have found is that new housing puts a bulls-eye on houses that are not in good shape, and that can lead to displacement.

He stated there is a lot of coffee that can be consumed while discussing this topic, and he does not think either direction would be wrong. It really comes down to a matter of priority. So, Councilmember Smotherson's perspective is well-taken and if the City wants them to go back to the drawing board to make some adjustments, they would be happy to do so.

Mayor Crow stated the concept of development nodes has been around before any conversations ever took place about the Market at Olive, so he is intrigued by the fact that this seems to be a solid way to begin this discussion on housing. And the strategy of putting money into a variety of homes is an interesting concept because how can you continue to secure additional financing for people wanting to relocate when they're being denied based on these lower-valued properties in the Third Ward; especially around the areas of Midland and Canton? He stated at some point, he would like to know what if any outreach has been made to the Urban League, and whether there might be any duplication of efforts.

Mayor Crow stated obviously, the Ambassadors did an incredible job of getting the message out about this plan.

So, what he's been thinking about is whether the City will need a full-time person to be responsible for doing everything or if they could utilize the Ambassadors in the beginning and see what happens next. Of course, when it comes to hiring and execution, someone who was a good Ambassador may not be a good manager.

Councilmember Clay stated he shares Councilmember Smotherson's desire to put metrics around some of the housing initiatives. The one they started with was looking at home values on a percentage basis; which is what he understood this project was meant to address. Home values in the Third Ward fell more sharply than in the other Wards whenever there was a downturn, and rose slower when things improved, so there was an effort to equalize that. Another area is the potential to leverage additional funds. Councilmember Clay stated he is aware that there has been some interest from a local St. Louis non-profit to support the Third Ward by investing dollars in a variety of ways. So, as Council moves through this process and gets more support at the administrative level, he thinks they will be able to really dig into the metrics.

4. ADJOURNMENT

Mayor Crow thanked everyone for doing an incredible job and adjourned the Study Session at 6:28 p.m.

LaRette Reese
City Clerk, MRCC

DRAFT

MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, November 25, 2024
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on Monday, November 25, 2024, Mayor Terry Crow called the meeting to order at 6:35 p.m.

B. ROLL CALL

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

Councilmember Stacy Clay
Councilmember John Tieman
Councilmember Steven McMahon
Councilmember Jeffrey Hales
Councilmember Dennis Fuller
Councilmember Bwayne Smotherson

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan Jr., and Director of Parks & Recreation, Darin Girdler.

C. APPROVAL OF AGENDA

Hearing no requests to amend, Councilmember Hales moved to approve the Agenda as presented, it was seconded by Councilmember McMahon, and the motion carried unanimously.

D. PROCLAMATIONS (Acknowledgement)

1. Commission on Arts and Letters Returning Artist: Christopher J. Thomas
Mayor Crow acknowledged the Arts and Letters' Proclamation, which will be signed and provided to the Commission.

E. APPROVAL OF MINUTES

1. November 12, 2024, Study Session Recreation & Organizational Structure was moved by Councilmember McMahon, it was seconded by Councilmember Fuller, and the motion carried unanimously, with the exception of Councilmember Hales.
2. November 12, 2024, Regular Minutes was moved by Councilmember McMahon, it was seconded by Councilmember Tieman, and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. **John Solodar** is nominated for appointment to the Park Commission as a fill-in by Councilmember Stacy Clay, it was seconded by Councilmember McMahon, and the motion carried unanimously.
2. **Alice Boon** is nominated for appointment to the Solid Waste & Recycling Rate Study Task Force by Councilmember Bwayne Smotherson, it was seconded by Councilmember Hales, and the motion carried unanimously.
3. **Roger McFarland and Kathryn Freese** are nominated for reappointment to the Urban Forestry Commission by Councilmember Dennis Fuller, it was seconded by Councilmember Hales, and the motion carried unanimously.

G. SWEARING IN TO BOARDS AND COMMISSIONS

1. **Ken Schechtman** was sworn into the Green Practices Commission at the Community Center on November 14, 2024.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

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

Written comments must be received **no later than 12:00 p.m. on the day of the meeting.** Comments may be sent via email to: councilcomments@ucitymo.org, or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to the 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 that when submitting your comments, a **name and address must be provided.** Please also note whether your comment is on an agenda or a non-agenda item. If a name and address are not provided, the comment will not be recorded in the official record.

Mayor Crow acknowledged that there were no written or verbal comments.

I. COUNCIL COMMENTS

None

J. PUBLIC HEARINGS

1. REZ 24-03 an application by Dierbergs University City, LLC for a Zoning Map Amendment to rezone 6.10 acres of land known as Adjusted Lot 1, Market at Olive, Plat 7, from Industrial Commercial District (IC) to Planned Development Commercial District (PD-C).

Mayor Crow opened the Public Hearing at 6:38 p.m. After acknowledging that there were no comments, the hearing was closed at 6:39 pm.

K. CONSENT AGENDA - (1 voice vote required)

1. 100-foot ladder Truck Purchase (Fire Dept.)
2. OMCI Stormwater Reimbursement Program Agreement

Councilmember Hales moved to approve Items 1 and 2 of the Consent Agenda, it was seconded by Councilmember Tieman.

Councilmember Smotherson asked where the fire truck was going to be housed? Mr. Rose stated his understanding is that it will be housed at the Fire Station off of Westgate and Vernon.

Voice vote on Councilmember Hale's motion carried unanimously.

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

1. City Manager Updates

Fall Leave Collection

Significant progress has been made in the City's fall leave collection efforts, and he would ask Mr. Girdler to give Council an update on the status.

Mr. Girdler stated while technically they are in a break between the two seasons for leave collection, their contractor is still collecting some of the bigger piles around the City. So, in an attempt to resolve any confusion about when leaves would be picked up, this afternoon the Communication's Manager sent out information notifying residents that even though collections were completed in the east portion of the City on Friday, they will start back up again in the central portion on December 2nd, move to the west, and then go back to the east. Street sweeping of the entire City will commence after the leaf collection process has been completed.

Mr. Rose stated some questions were raised about the issuance of citations for residents who placed their leaves at the curb before their collection date. Staff has been made aware of this confusion, so up until this point, Chief Hampton and his officers have been very lenient about the issuance of any citations and will continue to do so.

Councilmember Smotherson asked if there was an ordinance stating when leaves should be placed at the curb and that there would be a penalty for non-compliance? Mr. Rose stated residents will be notified when the collection period has ended, and that from that point on, they will be cited for leaves left at the curb.

Mr. Girdler stated that paper leaf collection bags without stickers will still be collected until January 1, 2025.

Councilmember Fuller stated some individuals in his neighborhood are putting yard waste out with their leaves. So perhaps, some information could be sent out to residents explaining exactly what should be set out for collection.

M. UNFINISHED BUSINESS - (Roll call vote required on 2nd and 3^d readings)

- 1. BILL 9559** – AN ORDINANCE AMENDING SECTION 400.070 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE OFFICIAL ZONING MAP, BY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF PROPERTY KNOWN AS ADJUSTED LOT 1 OF MARKET AT OLIVE PLAT 7, FROM INDUSTRIAL COMMERCIAL DISTRICT (“IC”) TO PLANNED DEVELOPMENT COMMERCIAL DISTRICT (“PD-C”). Bill Number 9559 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None

- 2. BILL 9560** – AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR ADJUSTED LOT 1 OF THE MARKET AT OLIVE DEVELOPMENT PLAT 7. Bill Number 9560 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None

- 3. BILL 9561** – AN ORDINANCE APPROVING A PARCEL DEVELOPMENT AGREEMENT IN CONNECTION WITH THE OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT PLAN AND THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT AND REPEALING ORDINANCE NO. 7226. Bill Number 9561 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None

4. **BILL 9562** - AN ORDINANCE AUTHORIZING THE CITY OF UNIVERSITY CITY, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (Dierbergs University City, LLC Project), SERIES 2024, IN A PRINCIPAL AMOUNT OF NOT TO EXCEED \$32,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING AND CONSTRUCTING AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY, AUTHORIZING THE CITY MANAGER TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS, AND REPEALING ORDINANCE NO. 7227. Bill Number 9562 was read for the second and third time.

Councilmember Smotherson moved to approve, it was seconded by Councilmember Clay.
Roll Call Vote Was:

Ayes: Councilmember Clay, Councilmember Tieman, Councilmember McMahan, Councilmember Hales, Councilmember Fuller, Councilmember Smotherson, and Mayor Crow.

Nays: None

N. NEW BUSINESS

Resolutions - (Voice vote required)

1. **Resolution 24-14** – Preliminary Plan Approval – Adoption of a Resolution to approve the Preliminary Development Plan for Market at Olive

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

Mayor Crow stated it's nice to know that the City is getting close to completing all of the legislation related to the Market at Olive.

Bills - (No vote required on introduction and 1st reading)

None

O. COUNCIL REPORTS/BUSINESS

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

Councilmember Hales stated he would like to take this opportunity to recognize and thank members of the Plan Commission who he has had the privilege of being the Council liaison for since 2020. The Chair, Ms. Holly will be cycling off the Commission in December, and it's great to know that they will be in good hands as they continue their extraordinary work.

Mayor Crow stated he could not agree more, as this Commission has worked tirelessly and done a wonderful job undertaking the Visioning Plan, The Comprehensive Plan, and are now reviewing the City's Zoning Code.

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

P. CITIZEN PARTICIPATION (continued if needed)

Citizen's Comments

Connie McNut, 7382 Pershing, U City, Missouri

Ms. McNut stated she was here tonight to raise awareness of the problems she's experienced with getting help dealing with slum landlords. Previously, she had a very negative experience when she attempted to report the problems she was having to the City's Building Department, which led to her being asked to vacate the premises. And today, she finds herself in the same situation with a slum landlord who refuses to address problems associated with heating, cooling, the roof, water damage, mold, and roaches.

She stated her landlord is an attorney who has managed to elude the City's maintenance requirements and may be committing insurance fraud. Because instead of fixing any of these problems he told her that she could move out and proposed a 33% increase in her rent, all while purchasing a new Hummer and BMW. Yet, the roof has been damaged since June, a portion of her ceiling caved in on Election Day, the apartment is infested with rodents, and she has no heat.

Ms. McNut stated she does her part and believes that the City should be required to make sure landlords do the same. Tenants should not have to face eviction for reporting the health and safety issues they are being forced to live with. So, she hopes that Council would consider taking some type of legislative action to protect tenants who report these issues and give them 60 to 90 days to find a nice place to live.

Q. COUNCIL COMMENTS

None

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

R. ADJOURNMENT

Mayor Crow wished everyone a nice holiday and adjourned the meeting at 7:00 p.m.

LaRette Reese
City Clerk, MRCC

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



| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | CA20241209-01 |
|---|----------------------|

| | | | |
|---|---------|---------------------------------|-----|
| SUBJECT/TITLE: The City of University City's 2025 Legislative Platform | | | |
| PREPARED BY: City Manager Gregory Rose | | DEPARTMENT / WARD All | |
| AGENDA SECTION: | Consent | CAN ITEM BE RESCHEDULED? | yes |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval of the 2025 Legislative Platform. | | | |
| FISCAL IMPACT: | | | |
| AMOUNT: | | ACCOUNT No.: | |
| FROM FUND: | | TO FUND: | |
| EXPLANATION: | | | |

| |
|--|
| STAFF COMMENTS AND BACKGROUND INFORMATION: This agenda item asks the Mayor and Council to consider the City of University City 2025 Legislative Platform. The document is intended to provide staff and our governmental affairs consultant with guidance during the 2025 Federal and State legislative sessions. Guidance is provided in the areas that include revenues, governance, infrastructure, social services, crime prevention, and environment. |
|--|

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: City of University City 2025 Legislative Platform | |

| | |
|---|---------------------------|
| LIST CITY COUNCIL GOALS (S): Economic Development Public Safety Infrastructure Prudent Fiscal Management | |
| RESPECTFULLY SUBMITTED: | City Manager, Gegory Rose |
| MEETING DATE: | December 9, 2024 |

City of University City 2025 Legislative Platform

This 2025 Legislative Platform reflects Council’s legislative positions and priorities on current or anticipated legislative action at both state and federal levels. Guided by this legislative platform, staff will take action to influence legislative efforts based on the best interests of the community and the City of University City. Staff will update Council throughout the legislative session while seeking specific feedback on issues of major importance to the City.

2025 State Legislative Platform

I. REVENUE AND FINANCE

- A. The City will oppose legislation that results in the reduction of revenues collected by the City and support legislation that enhances revenue collections.
- B. Oppose legislation that reduces shared revenues, State Gas Tax, licensing or franchise fees, or any other source of current revenue for the City.
- C. The City will protect its ability to collect and use property, and sales taxes in order to properly manage the operations of the City and to manage growth.

II. GOVERNANCE

- A. The City will oppose legislation that reduces the City’s local authority and support legislation that strengthens or increases local control.
 - Oppose legislation that creates unfunded mandates and burdensome regulations.
 - Oppose legislation that imposes personal liability on Council members for actions taken as part of their official duty; and oppose legislation that increases City liability or requires the City to take on additional indemnity.
 - Oppose legislation that consolidates governments, and/or services without a vote of those residents impacted or a vote that is diluted.

III. QUALITY SERVICES

- A. The City will support legislation that enhances or incentivizes economic development within the City and oppose legislation that weakens economic development tools.
 - Support legislation that provides alternative financing tools in order to bring economic investments to the City.

- Support legislation that leverages tax laws in order to bring economic investments to the City.
- B. The City will support legislation that enhances public safety and protection from criminal activity and oppose any legislation that needlessly reduces public safety or compromises the City’s ability to provide public safety and to protect property utilizing its own local authority.
- C. The City will support efforts to increase the ability to provide additional quality parks, recreation and library services and oppose efforts to limit the ability to fund community services.
- Support legislation that allows additional options to participate in cost sharing and to finance municipal recreational infrastructure.
 - Support all aspects of Community Development Block Grants (CDBG).
- D. The City will support legislation that advances responsive and high quality health and human service practices and delivery to people living in and around University City, and oppose legislation that negatively impacts these services.
- Support legislation that brings additional services and cost-effective resources to our senior, veteran, and the disabled population.
 - Support legislation that increases health care access to the City’s residents.

IV. INFRASTRUCTURE

- A. The City will support legislation that advances the planning, design, maintenance, and completion of transportation infrastructure and oppose legislation that will hinder completion of transportation infrastructure.
- Support legislation that creates additional funding options or revenue sources for transportation infrastructure including private-public partnerships and new revenue streams.
 - Support legislation that expands the revenue streams for sewer lateral replacements.
- B. The City will support legislation that enhances the City’s ability to provide or oversee safe and affordable utility services while protecting the health, safety, and public welfare of the people within the City, and oppose any legislation that

needlessly reduces the safety and affordability of utilities or compromises the City’s oversight authority.

V. 2025 FEDERAL LEGISLATIVE PLATFORM

- A. The City will seek federal funding for transportation infrastructure, storm water management projects, hazardous mitigation, and housing.
- B. The City will advocate for continued federal support of the transportation infrastructure and housing grant programs.
- C. The City will advocate with the Federal Environmental Protection Agency on issues negatively impacting the environment.
- D. The City will advocate for Federal funding of COPS, and SAFER Grants.
- E. Advocate for programming that promotes inclusion, and equity in the workplace, and business development.
- F. Advocate for programs that promote supplemental nutritional assistance

VI. STAFF REQUESTED LEGISLATIVE ACTIVITY

| Activity | Requesting Department |
|--|-----------------------|
| Support legislation that improves health, wellness, literacy and information access. | City Manager’s Office |
| Support legislation that enhances the efficiency and effectiveness of law enforcement, while protecting taxpayers and maintaining local authority. <ul style="list-style-type: none"> • Prioritize resources to combat Violent Crime • Federal Sentencing Reform and Reducing Unnecessary Incarceration • Support consistent and enhanced funding for mental health services. | Police Courts |
| Advocate for increased investment in sustainable and renewable energy. | City Manager’s Office |
| Support legislation that promotes workforce housing and provides additional resources for homeowner housing improvement programs and a path to homeownership. | City Manager’s Office |

| | |
|---|------|
| Support Legislation that removes barriers and increases funding for fire departments to provide community care services | Fire |
|---|------|

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



| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | CA20241209-02 |
|---|----------------------|

SUBJECT/TITLE:
Funding Approval Form and Grant Agreement for FEMA’s Flood Mitigation Assistance (FMA) grant.

| | |
|---------------------------------------|--|
| PREPARED BY: John L. Wagner | DEPARTMENT / WARD Planning and Development / Wards 2 and 3 |
|---------------------------------------|--|

| | |
|--|--|
| AGENDA SECTION: Consent Agenda | CAN ITEM BE RESCHEDULED? yes |
|--|--|

CITY MANAGER’S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager recommends approval.

FISCAL IMPACT:
None - the \$3,224,190 grant amount is 100% federally funded.

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

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

EXPLANATION:
This is the Funding Approval Form and Grant Agreement for the FEMA Flood Mitigation Assistance (FMA) grant. This grant is 100% federally-funded. The focus of the grant includes the three eastern-most buildings of the Hafner Court Apartments, as shown on the Map of Addresses.

STAFF COMMENTS AND BACKGROUND INFORMATION:

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

RELATED ITEMS / ATTACHMENTS:
Attached are the U-City FMA Award Packet, a Map of Addresses (this also includes the Wilson Avenue properties subject to the HMGP Grant) and Resolution Number 2023-01, passed on January 9, 2023, giving the City Council’s approval to participate in the FMA Grant.

LIST CITY COUNCIL GOALS (S):
Encourage High-quality Growth, Improved Infrastructure, Community Quality of Life.

| | |
|--|--|
| RESPECTFULLY SUBMITTED: City Manager, Gregory Rose | MEETING DATE: December 9, 2024 |
|--|--|

Michael L. Parson
Governor

Sandra K. Karsten
Director of Public Safety



STATE OF MISSOURI

James Remillard
Director

STATE EMERGENCY MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC SAFETY
PO Box 116, Jefferson City, Missouri 65102
Phone: (573) 526-9100 Fax: (573) 634-7966
E-mail: mosema@sema.dps.mo.gov



November 25, 2024

Dr. John Wagner, Director of Planning and Development
City of University City
6801 Delmar Boulevard
University City, MO 63130

Re: City of University City Acquisition Project, Federal Grant # EMK-2022-FM-001-0001

Dear Dr. Wagner:

We are pleased to inform you that the Federal Emergency Management Agency (FEMA) has approved FMA funding for the City of University City to acquire three (3) flood prone properties. This sub-grant award has resulted in \$3,224,190.00 of federal funds. The non-Federal 0% cost share to be provided by the City of Ladue is \$0.00 for a total estimated cost for the project of \$3,224,190.00.

Please print two copies of both the Funding Approval Form and Grant Agreement. You must sign and return both copies of each document to SEMA. Once we have received two copies of the signed Grant Agreement and Funding Approval Form, we will obtain the required SEMA signatures and mail signed copies for your records. **When you receive the fully signed documents, the project may begin.**

We look forward to working with you and your staff. If you have any questions, please contact Sara Ferlazzo, your SEMA assigned grant manager, at (573) 526-9126.

Sincerely,

A handwritten signature in blue ink that reads "Heidi Carver".

Heidi Carver
State Hazard Mitigation Officer

HC/sf
Enclosures

The Missouri Department of Public Safety is an equal opportunity employer and agency. Those with limited English proficiency or who need auxiliary aids or other services, can contact dpsinfo@dps.mo.gov. For Relay Missouri, please dial 711. For TTY/TDD, please dial 800-735-2966.



A Nationally
Accredited
Agency

**Missouri State Emergency Management Agency
 Flood Mitigation Grant Program (FMA)
 Funding Approval Form
 EMK-2022-FM-001-0001**



| | | | |
|--|-----------------------|---|---------------------------|
| Name and Address of Recipient: Missouri State Emergency Management Agency P.O. Box 116 Jefferson City, Missouri 65102 | | Name and Address of Subrecipient: City of University City 6801 Delmar Boulevard University City, MO 63130 UEI: Q4NLF9FNJZW7 | |
| Disaster Number: Award: FMA-07-MO-2022 Subaward: (Project ID) EMK-2022-FM-001-0001 Agreement: EMK-2022-FM-001 | | ALN: 97.029 | |
| Grant Award Date: November 25, 2024 | | Anticipated Project Completion Date: November 25, 2026 | |
| Non-Federal Match Source (0% Cost Share): The City of University City will provide the 0% local match. | | | |
| Project Description: The acquisition and demolition of the residential structures located at 8056 Hafner Rd, 8011 Hafner Rd. and 1215 Westover Ct., University City, MO. | | | |
| Budget | | | |
| Description: | Federal Award | Non-Federal Share | Total Project Cost |
| Project Funds: | \$3,224,190.00 | \$0.00 | \$3,224,190.00 |
| Total Funds Awarded: | \$3,224,190.00 | \$0.00 | \$3,224,190.00 |

Signature of Authorized Representatives:

Mr. Gregory Rose
City Manager
City of University City

Date

Ronald C. Broxton, Recovery Division Manager
Missouri State Emergency Management Agency

Date



Missouri State Emergency Management Agency Flood Mitigation Assistance Grant Program Grant Agreement FMA-07-MO-2022, Project # EMK-2022-FM-001-0001

This grant agreement is made by and between the **Missouri State Emergency Management Agency (SEMA)**, herein called the **State** and the **City of University City**, herein called the **Sub-recipient**.

In reliance upon and in consideration of the mutual representations and obligations hereunder, the State and the Sub-recipient agree as follows:

1. The Sub-recipient agrees to accept responsibility for adherence to this Agreement.
2. The Sub-recipient agrees that any and all such amount of local funds or in-kind services or materials shall be equal to or greater than 0% of the total project costs. For severe repetitive loss no match required and 10% match for repetitive loss.
 - (A) The following documentation is required for matching cash contributions:
 - Record of source of donor, dates, rates, amounts, deposit slips
 - (B) The following documentation is required for matching noncash contributions:
 - Record of donor, dates, rates, and amount.
3. The Sub-recipient agrees that any proposed activity budget variances (from the Funding Approval form) in excess of the amount of this Agreement shall be approved by the State in writing prior to an obligation of funds for such activity; however, any variance shall be approved by the Sub-recipient's governing body in advance of an obligation of such activity.
4. The Sub-recipient agrees to complete the project in its entirety as indicated in the Funding Approval form unless amended in writing by agreement of all parties.
5. The (applicant) sub-recipient shall not contract with any entity identified on the General Services Administration System for Award Management (SAM) <https://www.sam.gov/SAM> Excluded Parties List (Debarred List).
6. Procurement by noncompetitive proposals: Sub-recipient must follow 2 CFR Part 200.320 (f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply: (1) The item is available only from a single source; (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or (4) After solicitation of a number of sources, competition is determined inadequate.
7. The Sub-recipient agrees to implement the project in accordance with the milestones identified in the application work schedule. Should the Sub-recipient determine that any milestone will not be met; the Sub-recipient will contact the State to request approval to revise the work schedule accordingly.
8. The Sub-recipient agrees that any federal funds remaining from the allocation indicated in the Funding Approval form after the project has been completed shall be returned to the State if they have been drawn to the Sub-recipient's local depository, or canceled if such funds have not been drawn.
9. The Sub-recipient agrees that the State and FEMA officials shall have full access to any documents

or materials relating to this Agreement at any reasonable time.

10. The Sub-recipient agrees to comply with 2 CFR Part 200. This guidance supersedes and consolidates the requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, A-133, and A-50. This applies to all awards issued after December 26, 2014.
11. The Sub-recipient agrees to provide the State Monthly Progress Reports by the 10th of each month.
12. The Sub-recipient agrees to comply with any and all guidance provided by the State in regard to this grant to include the *Local Officials Guide to Managing a Voluntary Buyout* guidebook along with all requirements as outlined in *44 Code of Federal Regulations Part 80: Property Acquisition and Relocation for Open Space*.
13. The Sub-recipient agrees that all funds received under this Agreement shall be held and used by the Sub-recipient for the purpose of accomplishing the project only and none of the funds so held or received shall be diverted to any other use or purpose.
14. The Sub-recipient agrees that any material prepared by the Sub-recipient or persons or firms employed or contracted by the Sub-recipient shall not be subject to copyright, and the State shall have unrestricted authority to publish, disclose, distribute, or otherwise use, in whole or in part, any reports, data or other material prepared under this agreement.
15. The Sub-recipient agrees that any approval of contracts, sub-contracts, material or service orders, or any other obligation by the Sub-recipient or its agents shall not be deemed an obligation by the State, and the State shall not be responsible for fulfillment of the Sub-recipient's obligations.
16. Advance Payment Request Requirements:

Advance Payment: For the purposes of this Grant Agreement, advance payment is defined as funds given to a sub-recipient in advance of the sub-recipient incurring the debt. For example, if a sub-recipient requests advance payment prior to paying the vendors bill, receiving the funds would be considered an advance payment. Reimbursement cannot be made until the activity has been performed, i.e. equipment or services has been delivered and invoiced. For example, when purchasing goods and services or an equipment item, reimbursement cannot be made until the item has been received and the vendor has billed for the item.

Consequently, the sub-recipient does not have to pay the vendor before submitting the reimbursement request. The sub-recipient must have incurred the debt prior to submitting the reimbursement request.

Reimbursement prior to paying a vendor, the following conditions must be taken into consideration:

- (a) There will be a minimum dollar amount established for sub-recipients requesting a reimbursement with an advance payment; the dollar amount will be determined on a case-by-case basis.
 - (b) When requesting a reimbursement with an advance payment, sub-recipients are required to submit proof of payment (i.e. copy of check or credit card statement) to SEMA within 30 days.
17. In the event that the State or an audit has determined that the Sub-recipient has failed to comply with this Agreement, the Sub-recipient shall perform remedial actions to correct the deficiency, as determined by the State, which may include:

- a) Repayment or reimbursement of federal and state funds spent inappropriately to the State;
 - b) The return of federal and state funds deposited at the Sub-recipient's local financial institution to the State;
 - c) The return of any equipment, materials or supplies purchased, leased, lease purchased using federal, or state funds to the State or supplier;
 - d) Other actions as the State deems appropriate.
18. The State may terminate this agreement in whole or in part, at any time before the date of completion, whenever it is determined by the State that the Sub-recipient has failed to comply with the conditions of this Agreement. The State shall notify the Sub-recipient in writing of the determination and the reasons for the termination, together with the effective date. The Sub-recipient shall not incur new obligations for the terminated portion after the effective date of the revocation of the Agreement, and it shall be the Sub-recipient's duty to cancel all outstanding obligations that are legally possible.
 19. The State and Sub-recipient each binds himself to his successors, executors, administrators, assigns and legal representatives or such other party, in respect to all covenants, agreements, and obligations of this agreement.
 20. The State, may at any time, in its sole discretion, give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Sub-recipient's obligations under this Agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purpose of the project or to protect the State's financial interest therein, and (b) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it was made.
 21. The Sub-recipient agrees to complete such action as is required to become fully informed of all State and National laws and county and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and the Sub-recipient shall at all times observe and comply with, all such applicable existing and future laws, ordinances, regulations, orders and decrees and the Sub-recipient further agrees to protect, indemnify and hold harmless, with respect to any damages arising from any completed work or tort done in performing any of the work embraced by this Agreement, SEMA, the State of Missouri and the Federal Emergency Management Agency and the officers and agents of those entities, from any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Sub-recipient or the Sub-recipient's employees
 22. The Sub-recipient agrees that the remediation of any hazardous materials (except asbestos in acquisition/demolition projects) discovered during the completion of this project is the sole responsibility of the Sub-recipient. The Sub-recipient must follow all Federal and State regulations. SEMA and FEMA will not contribute any funds or resources to the required remediation.
 23. The Sub-recipient agrees that it understands and accepts the responsibility under the Revised Statutes of Missouri (RSMo) Sections 285.525 through 285.550 (Illegal Immigrants) to ensure that "no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri." The Sub-recipient further certifies that any contract awarded by the Sub-recipient will require the contracted business entity to comply with the references mentioned above. The Sub-recipient understands that failure to comply with this requirement will subject the Sub-recipient to the penalties described in the references mentioned above.
 24. The Sub-recipient agrees to make every effort to quantify and report losses avoided and success

stories to the State, for the recognized life of the project, after an event occurs that realizes the benefit or objective of the project.

25. "Buy America" Build America Act:

The [Build America, Buy America Act \(BABAA\)](#) requires all federal agencies, including FEMA, to ensure **by May 14, 2022**, that no federal financial assistance for "infrastructure" projects is provided "*unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.*"

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Signatory Approval of the Flood Mitigation Assistance Program Flood Buyout Grant Agreement

The parties hereto have made and executed this Agreement as of the day and year indicated in the Funding Approval form.

Sub-recipient Signatory Representative

Mr. Gregory Rose
City Manager
City of University City

Date

State Signatory Representative

James Remillard, Director
Missouri State Emergency Management Agency

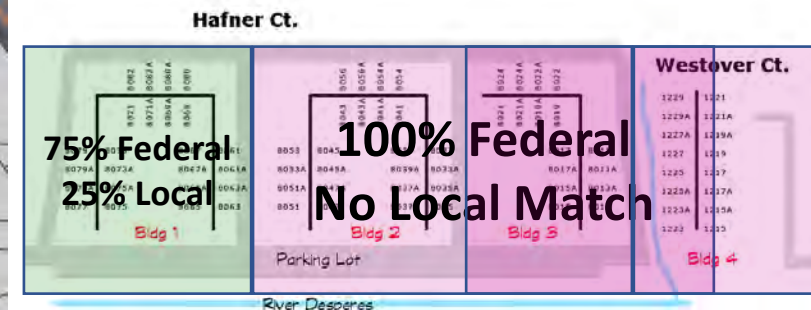
Date



Funded

- 1163 Wilson
- 1157 Wilson
- 1153 Wilson
- 1149 Wilson
- 1131 Wilson
- 7439 Ahern
- 7442 Ahern
- 1052 Wilson
- 1087 Wilson
- 1083 Wilson
- 1079 Wilson
- 1075 Wilson

Hafner Court - Funded



RESOLUTION 2023-01

WHEREAS, the City of University City (hereinafter called "the Subgrantee"), County of St. Louis, has made application through the Missouri State Emergency Management Agency (SEMA) to the Federal Emergency Management Agency (FEMA) for funding from the Flood Mitigation Assistance (FMA) Program; and

WHEREAS, the Subgrantee recognizes that no non-federal funds will be used for this mitigation grant application, and that the estimated cost of the project is \$3,224,190.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY CITY, MO AS FOLLOWS:

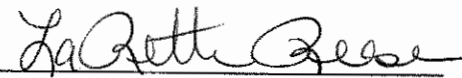
The City of University City agrees to participate in this Flood Mitigation Assistance (FMA) Grant Program for the buyout and removal of three (3) of the four (4) buildings that comprise the Hafner Court Apartments, and that there is zero (0) local match needed for implementation of this grant estimated to be funded at \$3,224,190.

PASSED and RESOLVED this 9th day of January, 2023

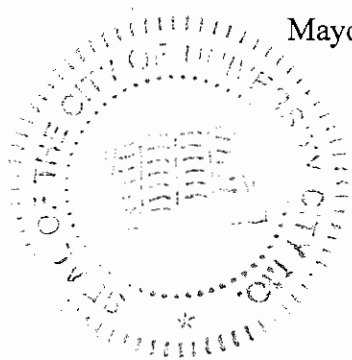


Mayor

ATTEST



City Clerk



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



| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | CA20241209-03 |
|---|----------------------|

SUBJECT/TITLE:
Funding Approval Form and Grant Agreement for FEMA’s Hazard Mitigation Grant Program (HMGP) grant.

| | |
|---------------------------------------|--|
| PREPARED BY: John L. Wagner | DEPARTMENT / WARD Planning and Development / Wards 2 and 3 |
|---------------------------------------|--|

| | |
|--|--|
| AGENDA SECTION: Consent Agenda | CAN ITEM BE RESCHEDULED? yes |
|--|--|

CITY MANAGER’S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager recommends approval

FISCAL IMPACT:
Use of OMCI Funding and American Rescue Plan Act (ARPA) funds to fund the local match project cost of \$1,020,710.02.

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

| | |
|------------------------------------|----------------------------------|
| FROM FUND: Fund Reserves | TO FUND: Fund Reserves |
|------------------------------------|----------------------------------|

EXPLANATION:
This is the Funding Approval Form and Grant Agreement for the FEMA Hazard Mitigation Grant Program (HMGP) grant. This \$4,082,840.06 grant is 75% federally-funded, with 25% (\$1,020,710.02) funded by the City of university City. The focus of the grant includes twelve (12) single-family homes on Wilson Avenue and the western-most building of the Hafner Court Apartments, as shown on the Map of Addresses.

STAFF COMMENTS AND BACKGROUND INFORMATION:

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

RELATED ITEMS / ATTACHMENTS:
Attached are the U-City HMGP Award Packet, a Map of Addresses and Resolution Number 2024-06, passed on June 10, 2024, giving the City Council’s approval to participate in the HMGP Grant.

LIST CITY COUNCIL GOALS (S):
Encourage High-quality Growth, Improved Infrastructure, Community Quality of Life.

| | |
|--|--|
| RESPECTFULLY SUBMITTED: City Manager, Gregory Rose | MEETING DATE: December 9, 2024 |
|--|--|

Michael L. Parson
Governor

Sandra K. Karsten
Director of Public Safety



STATE OF MISSOURI

James Remillard
Director

STATE EMERGENCY MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC SAFETY
PO Box 116, Jefferson City, Missouri 65102
Phone: (573) 526-9100 Fax: (573) 634-7966
E-mail: mosema@sema.dps.mo.gov



November 25, 2024

Dr. John Wagner, Director of Planning and Development
City of University City
6801 Delmar Blvd.
University City, Missouri 63130

Re: University City HMGP Buyout (FEMA-DR-4665-MO, Project #0014)

Dear Dr. Wagner:

We are pleased to notify you that the Federal Emergency Management Agency (FEMA) has approved HMGP funding for the City of University City HMGP Buyout project for the acquisition and demolition of thirteen residential properties in University City, Missouri. Specifically, \$3,062,130.04 in Federal funds is now available for the completion of this project. The non-Federal 25% cost share to be provided by the City of University City is \$1,020,710.02 for a total estimated cost for the project of \$4,082,840.06.

Please note all borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from an existing source. For any FEMA funded project requiring the use of a commercial or non-commercial source in whole or in part, regardless of cost, the Applicant must notify FEMA and Recipient prior to extracting material, FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to an Applicant or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.

There are additional Special and Standard Conditions in the attached Record of Environmental Considerations; please be sure to read through these.

Please print two sets of the *Grant Agreement* and *Funding Approval* form provided with this notification. Please sign and mail **all copies** to SEMA. Once SEMA has received the signed Grant Agreements and Funding Approval Forms, we will provide signed copies for your records. **When you receive the fully signed documents, the project may begin.**

The Missouri Department of Public Safety is an equal opportunity employer and agency. Those with limited English proficiency or who need auxiliary aids or other services, can contact dpsinfo@dps.mo.gov. For Relay Missouri, please dial 711. For TTY/TDD, please dial 800-735-2966.



A Nationally
Accredited
Agency

We look forward to working with you and your staff. If you have any questions, please contact Sara Ferlazzo, your SEMA assigned grant manager, at (573) 526-9126.

Sincerely,



Heidi Carver
State Hazard Mitigation Officer
Missouri State Emergency Management Agency

HC/sf
Enclosures

#

**Missouri State Emergency Management Agency
Hazard Mitigation Grant Program
City of University City HMGP Buyout
(FEMA-DR-4665-MO, Project #0014)
Funding Approval Form**



#

| | |
|---|--|
| <p># Name and Address of Recipient: Missouri Emergency Management Agency P.O. Box 116 Jefferson City, Missouri 65102</p> | <p>Name and Address of Subrecipient: City of University City 6801 Delmar Boulevard University City, MO 63130 UEI: Q4NLF9FNJZW7</p> |
| <p>Disaster Number: FEMA-DR-4665-MO, Project #0014</p> | <p>ALN: 97.039</p> |
| <p>Grant Award Date: November 20, 2024</p> | <p>Anticipated Project Completion Date:# November 20, 2026 (24 months)</p> |
| <p>Non-Federal Match Source (25% Cost Share): The City of University City will provide the local non-federal match in cash in the amount of \$1,020,710.02.#</p> | |
| <p># Project Description: Acquire and demolish thirteen (13) flood-prone properties and deed restrict them into open space for perpetuity.</p> | |

#

| Budget | | | |
|----------------------|----------------|-------------------|----------------|
| Description: | Federal Award | Non-Federal Match | Total Award |
| Total Funds Awarded: | \$3,062,130.04 | \$1,020,710.02 | \$4,082,840.06 |

#

Signature of Authorized Representatives:#

Gregory Rose, City Manager
City of University City

Date

Ronald C. Broxton, Recovery Division Manager
Missouri State Emergency Management Agency

Date

**Missouri State Emergency Management Agency
Hazard Mitigation Grant Program (HMGP)#
Buyout Grant Agreement
FEMA-DR-4665-MO, Project #0014**



This grant agreement is made by and between the **Missouri State Emergency Management Agency (SEMA)**, herein called the “**State**” and the **City of University City**, herein called the “**Sub-recipient**”.

In reliance upon and in consideration of the mutual representations and obligations hereunder, the State and the Sub-recipient agree as follows:

1. The Sub-recipient agrees to accept responsibility for adherence to this Agreement.
2. The Sub-recipient agrees that any and all such amount of local funds or in-kind services or materials shall be equal to or greater than 25% of the total project costs.
 - (A) The following documentation is required for matching cash contributions:
 - Record of source of donor, dates, rates, amounts, deposit slips
 - (B) The following documentation is required for matching noncash contributions:
 - Record of donor, dates, rates, and amount.
3. The Sub-recipient agrees that any proposed activity budget variances (from the Funding Approval form) in excess of the amount of this Agreement shall be approved by the State in writing prior to an obligation of funds for such activity; however, any variance shall be approved by the Sub-recipient’s governing body in advance of an obligation of such activity.
4. The Sub-recipient agrees to complete the project in its entirety as indicated in the Funding Approval form unless amended in writing by agreement of all parties.
5. The (applicant) sub-recipient shall not contract with any entity identified on the General Services Administration System for Award Management (SAM) <https://www.sam.gov/SAM> Excluded Parties List (Debarred List).
6. Procurement by noncompetitive proposals: Sub-recipient must follow 2 CFR Part 200.320 (c) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply: (1) The item is available only from a single source; (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or (4) After solicitation of a number of sources, competition is determined inadequate.
7. The Sub-recipient agrees to implement the project in accordance with the milestones identified in the application work schedule. Should the Sub-recipient determine that any milestone will not be met, the Sub-recipient will contact the State to request approval to revise the work schedule accordingly.
8. The Sub-recipient agrees that any Federal funds remaining from the allocation indicated in the Funding Approval form after the project has been completed shall be returned to the State if they have been drawn to the Sub-recipient’s local depository or canceled if such funds have not been drawn.

9. The Sub-recipient agrees that the State and FEMA officials shall have full access to any documents or materials relating to this Agreement at any reasonable time.
10. The Sub-recipient agrees to comply with 2 CFR Part 200. This guidance supersedes and consolidates the requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, A-133, and A-50. This applies to all awards issued after December 26, 2014.
11. The Sub-recipient agrees to provide the State Monthly Progress Reports by the 10th of each month, reporting on the prior month.
12. The Sub-recipient agrees to comply with any and all guidance provided by the State in regard to this grant to include the *Local Officials Guide to Managing a Voluntary Buyout* guidebook along with all requirements as outlined in *44 Code of Federal Regulations Part 80: Property Acquisition and Relocation for Open Space*.
13. The Sub-recipient agrees that the State and FEMA officials shall have full access to any documents or materials relating to this Agreement at any reasonable time.
14. The Sub-recipient agrees that all funds received under this Agreement shall be held and used by the Sub-recipient for the purpose of accomplishing the project only and none of the funds so held or received shall be diverted to any other use or purpose.
15. The Sub-recipient agrees that any material prepared by the Sub-recipient or persons or firms employed or contracted by the Sub-recipient shall not be subject to copyright, and the State shall have unrestricted authority to publish, disclose, distribute, or otherwise use, in whole or in part, any reports, data or other material prepared under this agreement.
16. The Sub-recipient agrees that any approval of contracts, sub-contracts, material or service orders, or any other obligation by the Sub-recipient or its agents shall not be deemed an obligation by the State, and the State shall not be responsible for fulfillment of the Sub-recipient's obligations.
17. Advance Payment Request Requirements:

Advance Payment: For the purposes of this Grant Agreement, advance payment is defined as funds given to a sub-recipient in advance of the sub-recipient incurring the debt. For example, if a sub-recipient requests advance payment prior to paying the vendors bill, receiving the funds would be considered an advance payment. Reimbursement cannot be made until the activity has been performed, i.e. equipment or services has been delivered and invoiced. For example, when purchasing goods and services or an equipment item, reimbursement cannot be made until the item has been received and the vendor has billed for the item.

Consequently, the sub-recipient does not have to pay the vendor before submitting the reimbursement request. The sub-recipient must have incurred the debt prior to submitting the reimbursement request.

Reimbursement prior to paying a vendor, the following cautions must be taken into consideration:

- (a) There will be a minimum dollar amount established for sub-recipient requesting a reimbursement with an advance payment; the dollar amount will be determined on a case-by-case basis.
- (b) When requesting a reimbursement with an advance payment, sub-

recipient is required to submit proof of payment (i.e. copy of check or credit card statement) to SEMA within 30 days.

18. In the event that the State or an audit has determined that the Sub-recipient has failed to comply with this Agreement, the Sub-recipient shall perform remedial actions to correct the deficiency, as determined by the State, which may include:
 - Repayment or reimbursement of Federal and State funds spent inappropriately to the State;
 - The return of Federal and State funds deposited at the Sub-recipient's local financial institution to the State;
 - The return of any equipment, materials or supplies purchased, leased or lease purchased using Federal or State funds to the State or supplier;
 - Other actions as the State deems appropriate.
19. The State may terminate this agreement in whole or in part, at any time before the date of completion, whenever it is determined by the State that the Sub-recipient has failed to comply with the conditions of this Agreement. The State shall notify the Sub-recipient in writing of the determination and the reasons for the termination, together with the effective date. The Sub-recipient shall not incur new obligations for the terminated portion after the effective date of the revocation of the Agreement, and it shall be the Sub-recipient's duty to cancel all outstanding obligations that are legally possible.
20. The State and Sub-recipient each binds himself to his successors, executors, administrators, assigns and legal representatives or such other party, in respect to all covenants, agreements, and obligations of this agreement.
21. The State may, at any time, in its sole discretion, give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Sub-recipient's obligations under this Agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purpose of the project or to protect the State's financial interest therein, and (b) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it was made.
22. The Sub-recipient agrees to complete such action as is required to become fully informed of all State and National laws and county and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and the Sub-recipient shall at all times observe and comply with, all such applicable existing and future laws, ordinances, regulations, orders and decrees and the Sub-recipient further agrees to protect, indemnify and hold harmless, with respect to any damages arising from any completed work or tort done in performing any of the work embraced by this Agreement, SEMA, the State of Missouri and the Federal Emergency Management Agency and the officers and agents of those entities, from any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Sub-recipient or the Sub-recipient's employees
23. The Sub-recipient agrees that the remediation of any hazardous materials (except asbestos in acquisition/demolition projects) discovered during the completion of this project is the sole responsibility of the Sub-recipient. The Sub-recipient must follow all Federal and State regulations. SEMA and FEMA will not contribute any funds or resources to the required remediation.
24. The Sub-recipient agrees that it understands and accepts the responsibility under the Revised Statutes of Missouri (RSMo) Sections 385.525 through 285.555 (Illegal Immigrants) to ensure that "no business entity or employer shall knowingly employ, hire for employment, or continue to employ

an unauthorized alien to perform work within the state of Missouri.” The Sub-recipient further certifies that any contract awarded by the Sub-recipient will require the contracted business entity to comply with the references mentioned above. The Sub-recipient understands that failure to comply with this requirement will subject the Sub-recipient to the penalties described in the references mentioned above.

25. Sub-recipient agrees to make every effort to quantify and report losses avoided and success stories to the State, for the recognized life of the project, after an event occurs that realizes the benefit or objective of the project.

Signatory Approval of the Hazard Mitigation Grant Program Flood Buyout Grant Agreement

The parties hereto have made and executed this Agreement as of the day and year indicated in the Funding Approval form.

Sub-recipient Signatory Representative

Gregory Rose
City Manager
City of University City

Date

State Signatory Representative

James Remillard, Director
Missouri State Emergency Management Agency

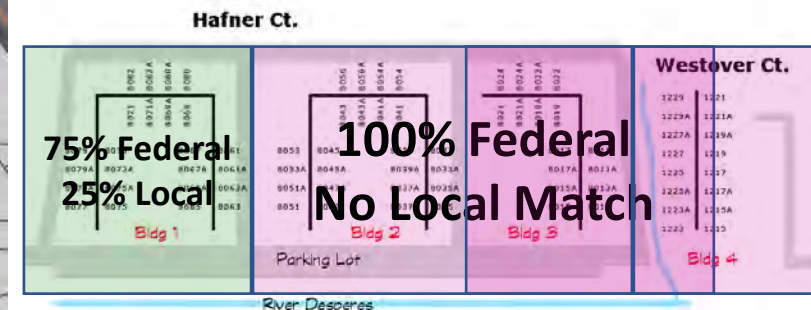
Date



Funded

- 1163 Wilson
- 1157 Wilson
- 1153 Wilson
- 1149 Wilson
- 1131 Wilson
- 7439 Ahern
- 7442 Ahern
- 1052 Wilson
- 1087 Wilson
- 1083 Wilson
- 1079 Wilson
- 1075 Wilson

Hafner Court - Funded



RESOLUTION 2024-06

WHEREAS, the City of University City, Missouri (hereinafter called "the Subgrantee"), has made application through the Missouri State Emergency Management Agency (SEMA) to the Federal Emergency Management Agency (FEMA) for funding from the Hazard Mitigation Grant Program, in the amount of \$4,082,840.06 for the total project cost; and

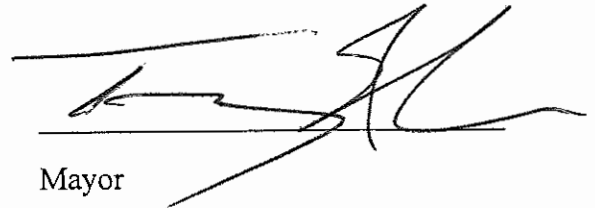
WHEREAS, the Subgrantee recognizes the fact that this grant is based on a cost share basis with the federal share not exceeding 75% and the non-federal share being a minimum of 25% of the total project cost. The minimum 25% non-federal share can be either cash or in-kind match; and

WHEREAS, the Subgrantee agrees to provide and make available up to \$1,020,710.02 of non-federal funds to be used to meet the minimum 25% match requirement for this mitigation grant application.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY CITY, MO AS FOLLOWS:

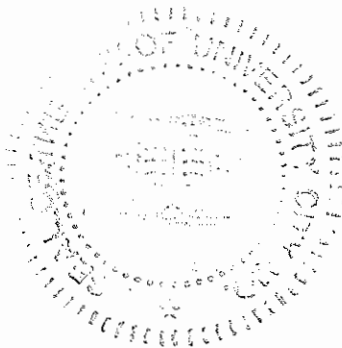
The City of University City, Missouri agrees to provide and make available up to \$1,020,710.02 of non-federal funds to be used to meet the minimum 25% match requirement for the Hazard Mitigation Grant Program (HMGP).

PASSED and RESOLVED this 10th day of June 2024.


Mayor

ATTEST


City Clerk



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



| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | CA20241209-04 |
|---|----------------------|

SUBJECT/TITLE:
Tree Removal Contract for Pershing and Ferguson Improvement Project

| | |
|---|---|
| PREPARED BY: Mirela Celaj, Interim Director of PW | DEPARTMENT / WARD: Public Works |
|---|---|

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

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

The City Manager recommends approval of the contract agreement with Omni Tree Service Inc.

FISCAL IMPACT:
Pershing tree removal: \$72,400.00; Ferguson tree removal: \$ 21,480.00
Funds would be covered by Parks Stormwater Sales Tax Fund Reserves. Funds were carried forward from FY2024 for Centennial Commons painting. These funds would be re-allocated to fund this project.

| | | | |
|----------------|-------------|---------------------|---------------|
| AMOUNT: | \$93,880.00 | ACCOUNT No.: | 14.40.90.8100 |
|----------------|-------------|---------------------|---------------|

| | | | |
|-------------------|---------|-----------------|---------|
| FROM FUND: | Fund 14 | TO FUND: | Fund 14 |
|-------------------|---------|-----------------|---------|

EXPLANATION:
During the course of the planning and assessment, it has become evident that certain trees within the project area are in conflict with both the street and sidewalk, posing challenges from both a construction and utility perspective. This issue must be addressed before the construction can proceed as scheduled. The City sought bids for this project and received four(4) responses(bid tabulation attached).

STAFF COMMENTS AND BACKGROUND INFORMATION:
Staff recommends that the Council approves the contract with Omni Tree Service Inc. for the tree removal to ensure the timely and safe progression of the street construction projects. This action is critical to avoid further delays and maintain our commitment to the project timeline. Since this wasn't planned for during the initial application phase, it wasn't included in the budget. Funds were carried forward from FY2024 in the amount of \$169,000 for Centennial Commons painting. If approved, a portion of these funds would be re-allocated to cover the costs of the tree(s) removal.

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

RELATED ITEMS / ATTACHMENTS:
-Staff Report
-Bid tabulation
-Recommendation
-Bid documents

LIST CITY COUNCIL GOALS (S):
Infrastructure
Safety

| | | | |
|--------------------------------|---------------------------|----------------------|------------------|
| RESPECTFULLY SUBMITTED: | City Manager, Gegory Rose | MEETING DATE: | December 9, 2024 |
|--------------------------------|---------------------------|----------------------|------------------|

AGENDA ITEM – STAFF REPORT

MEETING DATE: December 9, 2024

DEPARTMENT: Public Works

AGENDA ITEM TITLE: Tree Removal Contract for Pershing and Ferguson Improvement Project

ADDITIONAL BACKGROUND INFORMATION:

Both the Pershing Avenue and Ferguson Avenue Improvement Projects are scheduled for construction in 2025. Although tree removal was not included in the initial application phase, further planning and assessment have revealed that certain trees are in conflict with the street and sidewalk construction from both a construction and utility perspective. After assessing the situation, City staff has determined that hiring a contractor to remove the trees prior to the construction phase would be more economical and would not cause any delays to the overall project timeline. City advertised for bids for this tree removal project on the City's website as well as e-mailed the information to various companies. City received four (4) responses (bid tabulation attached). Staff recommends that the Council approve the contract with Omni Tree Services Inc. as the lowest responsible bidder.

Omni Tree Services Inc. has submitted a proposed cost for tree removals for both the Pershing Avenue and Ferguson Avenue Improvement Projects. The contract agreement and a detailed breakdown of the proposed costs are attached for your review. The proposal includes the removal of 59 trees at a total cost of \$72,400.00 for Pershing Project and 18 trees at a total cost of \$ 21,480.00 for Ferguson Project.

City of University City, Missouri Bid/Tender Evaluation Form

Bid/Tender Number: PRF 25-05

Date Opened: 12-2-24

Bid/Tender Name: TREE REMOVAL PROJECT

| | BIDDER | BID AMOUNT | ACCEPTABLE | DISQUALIFIED | REASON FOR DISQUALIFICATION | BID BOND Y (Yes) or N (No) |
|----|--------------------|------------|------------|--------------|-----------------------------|-------------------------------|
| 1 | Omni | 93,880.00 | | | | YES |
| 2 | DAVEY TREE EXPERTS | 136,853.00 | | | | |
| 3 | TIMBERLINE | 255,670.00 | | | | YES |
| 4 | Monster Tree | 139,052.00 | | | | YES |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |

THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS ANALYSIS

1. LIST OF ATTENDEES AT BID/TENDER OPENING
2. ORIGINAL OF ALL BIDS RECEIVED
3. WRITTEN EVALUATION OF BIDS, IF APPLICABLE: THESE EVALUATIONS MUST CLEARLY STATE REASON FOR DISQUALIFICATION
4. COPY(S) OF PURCHASE ORDER(S)
5. COPY OF TENDER BID PACKAGE

DATE OF OPENING 12-2-24

TIME OF OPENING 2 pm

| | ATTENDEES NAME | ADDRESS | CITY | ZIP | EMAIL ADDRESS |
|----|----------------|---------|------|-----|---------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |

AWARD BID/TENDER TO:

Omni Tree Service
 (Lowest qualifying bid that meets specifications) (Successful Bidder)

PREPARED BY:

Jacob Kaizer

DATE:

12-2-24

WITNESSED BY:

Rafaela Gentes

DATE:

12-2-24

APPROVED BY:

DATE:



Department of Public Works and Parks

6801 Delmar Boulevard, 3rd Floor, University City, Missouri 63130, Phone: (314) 505-8619, Fax: (314) 862-0694

To: Darin Girdler-Director of Parks, Recreation and Forestry; Mirela Celaj-Director of Public Works; Todd Strubhart-Deputy Director of Parks and Forestry

From: Jacob Kaiser- Forestry Supervisor

PRF25-05 Tree Removal Project

The city received four bids for the tree removal project at Pershing and Ferguson Avenues. This tree removal project is part of the sidewalk replacement project.

I am recommending that the city award the contract to the lowest bidder, Omni Tree Service, who gave a total bid of \$93,880.00.

Jacob Kaiser 12-3-24

BID PROPOSAL

Omni Tree Service, Inc.
Contractor Name

THE FOLLOWING PROPOSAL IS HEREBY MADE TO:

City of University City
Finance Department
6801 Delmar Blvd
University City, Missouri 63130

KNOWLEDGE OF LOCAL CONDITIONS AND CONTRACT DOCUMENTS:

The Undersigned has examined the location of the proposed work, Specifications, and other Contract Documents, and is familiar with the local conditions at the place where the work is to be performed.

BID BOND:

The Bid Bond attached, without endorsement, in the sum of not less than five percent (5%) of the amount of the Proposal is furnished to the Owner as a guarantee that the Contract will be executed and Insurance Coverage will be furnished within fifteen (15) calendar days after award of the Contract to the Undersigned.

EXECUTION OF AGREEMENT AND FURNISHING BONDS:

Within ten (10) calendar days after being awarded the Contract, the Undersigned agrees to execute the form of the Contract, included as one of the Contract Documents, and to furnish certificates of insurance. The certificates of insurance shall list the City of University City as additionally insured.

STIPULATED AMOUNT OF BID:

The Undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to complete the tree removal project:

ITEMIZED PROPOSAL

| address | street | side | onstr | SPP_com | DBH | Total Price |
|---------|--------------|-------|--------------|-------------------|-----|-------------|
| 1059 | Ferguson Ave | Front | Ferguson Ave | Apple | 13 | 140 |
| 1214 | Ferguson Ave | Front | Ferguson Ave | Maple, Red | 17 | 200 |
| 1167 | Ferguson Ave | Front | Ferguson Ave | Apple | 18 | 400 |
| 6779 | Chamberlain | Side | Ferguson | Oak, Northern Red | 20 | 900 |

11/22

SECTION 1.3
BID PROPOSAL

| | Ave | | Ave | | | |
|------|--------------|-------|--------------|---------------------|----|------|
| 1200 | Ferguson Ave | Front | Ferguson Ave | Hackberry, Northern | 20 | 850 |
| 1162 | Ferguson Ave | Front | Ferguson Ave | Maple, Norway | 23 | 750 |
| 6761 | Bartmer Ave | Side | Ferguson Ave | Oak, Northern Red | 24 | 900 |
| 6761 | Bartmer Ave | Side | Ferguson Ave | Zelkova, Japanese | 24 | 900 |
| 6761 | Bartmer Ave | Side | Ferguson Ave | Zelkova, Japanese | 24 | 700 |
| 1100 | Ferguson Ave | Front | Ferguson Ave | Oak, Pin | 24 | 2400 |
| 1114 | Ferguson Ave | Front | Ferguson Ave | Oak, Pin | 24 | 1100 |
| 1167 | Ferguson Ave | Front | Ferguson Ave | Maple, Silver | 24 | 840 |
| 1118 | Ferguson Ave | Front | Ferguson Ave | Oak, Pin | 37 | 2700 |
| 1118 | Ferguson Ave | Front | Ferguson Ave | Oak, Pin | 29 | 1800 |
| 1156 | Ferguson Ave | Front | Ferguson Ave | Sweetgum, Common | 32 | 1300 |
| 1104 | Ferguson Ave | Front | Ferguson Ave | Stump | 34 | 300 |
| 1108 | Ferguson Ave | Front | Ferguson Ave | Elm, American | 38 | 1500 |
| 6776 | Bartmer Ave | Side | Ferguson Ave | Oak, Pin | 40 | 3800 |

| address | street | side | onstr | SPP_com | DBH | Total Price |
|---------|--------------|------|--------------|------------------------|-----|-------------|
| 155 | N Hanley Rd | Side | Pershing Ave | Pear, Callery | 8 | 300 |
| 155 | N Hanley Rd | Side | Pershing Ave | Pear, Callery | 13 | 500 |
| 155 | N Hanley Rd | Side | Pershing Ave | Pear, Callery | 16 | 600 |
| 155 | N Hanley Rd | Side | Pershing Ave | Pear, Callery | 18 | 500 |
| 364 | Mission Ct | Side | Mission Ct | Honeylocust, Thornless | 16 | 600 |
| 364 | Mission Ct | Side | Pershing Ave | Oak, Northern Red | 19 | 600 |
| 364 | Mission Ct | Side | Pershing Ave | Honeylocust, Thornless | 21 | 700 |
| 365 | W Point Ct | Side | Pershing Ave | Oak, Northern Red | 32 | 1600 |
| 366 | W Point Ct | Side | Pershing Ave | Catalpa, Northern | 30 | 1800 |
| 370 | Alta Dena Ct | Side | Pershing Ave | Maple, Silver | 14 | 600 |
| 370 | Alta Dena Ct | Side | Pershing Ave | Oak, Northern Red | 28 | 1400 |
| 375 | Alta Dena | Side | Pershing | Pear, Callery | 8 | 300 |

| | Ct | | Ave | | | |
|------|--------------|-------|--------------|--------------------|----|------|
| 375 | Alta Dena Ct | Side | Pershing Ave | Pear, Callery | 8 | 300 |
| 375 | Alta Dena Ct | Side | Pershing Ave | Pear, Callery | 12 | 300 |
| 375 | Alta Dena Ct | Side | Pershing Ave | Pear, Callery | 15 | 350 |
| 375 | Mission Ct | Side | Pershing Ave | Oak, Pin | 22 | 950 |
| 375 | Mission Ct | Side | Mission Ct | Oak, Pin | 32 | 2000 |
| 400 | Alta Dena Ct | Front | Alta Dena Ct | Oak, Pin | 20 | 1200 |
| 400 | Purdue Ave | Front | Purdue Ave | Sycamore, American | 26 | 1200 |
| 400 | Mission Ct | Side | Pershing Ave | Oak, Northern Red | 32 | 1800 |
| 400 | W Point Ct | Side | Pershing Ave | Oak, Scarlet | 34 | 1400 |
| 401 | W Point Ct | Side | Pershing Ave | Oak, Northern Red | 28 | 1300 |
| 7218 | Pershing Ave | Front | Pershing Ave | Oak, Pin | 24 | 1700 |
| 7220 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 35 | 2800 |
| 7238 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 38 | 2400 |
| 7246 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 42 | 2400 |
| 7300 | Pershing Ave | Front | Pershing Ave | Birch, River | 17 | 900 |
| 7308 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 34 | 1400 |
| 7311 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 34 | 1300 |
| 7316 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 36 | 1400 |
| 7316 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 38 | 1500 |
| 7318 | Pershing Ave | Front | Pershing Ave | Zelkova, Japanese | 20 | 900 |
| 7320 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 32 | 1400 |
| 7324 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 36 | 1800 |
| 7327 | Pershing Ave | Front | Pershing Ave | Planetree, London | 28 | 1300 |
| 7330 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 30 | 1450 |
| 7331 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 32 | 1400 |
| 7334 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 20 | 1000 |
| 7334 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 29 | 1400 |
| 7337 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 30 | 1400 |

CITY OF UNIVERSITY CITY, MISSOURI

Tree Removal Project

| | | | | | | |
|------|--------------|-------|--------------|--------------------|----|------|
| 7338 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 26 | 1200 |
| 7344 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 32 | 1500 |
| 7351 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 34 | 1600 |
| 7351 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 36 | 1700 |
| 7352 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 26 | 1200 |
| 7355 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 28 | 1400 |
| 7358 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 29 | 1200 |
| 7361 | Pershing Ave | Front | Pershing Ave | Maple, Sugar | 14 | 450 |
| 7361 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 24 | 1200 |
| 7364 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 28 | 900 |
| 7364 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 38 | 1700 |
| 7365 | Pershing Ave | Front | Pershing Ave | Sweetgum, Common | 21 | 1100 |
| 7366 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 24 | 1000 |
| 7369 | Pershing Ave | Front | Pershing Ave | Sweetgum, Common | 26 | 1450 |
| 7370 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 30 | 1200 |
| 7376 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 30 | 1450 |
| 7379 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 30 | 1300 |
| 7379 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 34 | 1700 |
| 7380 | Pershing Ave | Front | Pershing Ave | Sycamore, American | 26 | 1000 |

Total project price: \$93,880.00

ACORD™

Client#: 2018600

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE PROVIDED BY THE POLICY(S) UNDER WHICH THIS CERTIFICATE IS ISSUED. THIS CERTIFICATE IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, CERTAIN POLICIES MAY REQUIRE AN ADDITIONAL INSURED, THE POLICY(IES) MUST HAVE ADDITIONAL ENDORSEMENTS. IF SUBROGATION IS WAIVED, AND THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PRODUCER
USI Insurance Services LLC
13075 Manchester Road, Suite 325
Saint Louis, MO 63131
314 436-2399

INSURED
Omni Tree Service Inc.
415 Old State Rd
Ellisville, MO 63021

CONTACT NAME: Gina Fry
PHONE (A/C, No, Ext): 314 436-2399
E-MAIL ADDRESS: gina.fry@usi.com
INSURER(S) AFFORDING COVERAGE:
INSURER A: Secura Insurance Company
INSURER B: Missouri Employers Mutual Insurance Company
INSURER C: National Indemnity Company
INSURER D:
INSURER E:
INSURER F:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURANCE | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | REVISION NUMBER |
|----------|--|----------------------|----------------|-------------------------|-------------------------|--|
| A | COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | 20CP003401998 | 01/01/2024 | 01/01/2025 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AG |
| C | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | 70APB007797 | 01/02/2024 | 01/02/2025 | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | 20CU0034019991 | 01/01/2024 | 01/01/2025 | EACH OCCURRENCE AGGREGATE PER STATUTE OTHER |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N / A | MEM2019659 | 02/26/2024 | 02/26/2025 | E.L. EACH ACCIDENT \$1,000 E.L. DISEASE - EA EMPLOYEE \$1,000 E.L. DISEASE - POLICY LIMIT \$1,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
University City
6801 Delmar Blvd
University City, MO 63130

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES EXPIRE, THE EXPIRATION DATE THEREOF, NOTICE OF CANCELLATION SHALL BE GIVEN TO THE CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
[Signature]

03) 1 of 1
8/M46695171

The ACORD name and logo are registered marks © 1990

This page has been left blank intentionally.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Tom Reid
 _____ hereinafter called
 the Principal, as Principal, and the President

 of Omni Tree Service, Inc.
 a corporation duly organized under the laws of the State of Missouri
 hereinafter called the Surety, as Surety, are held and firmly bound unto _____
City of

hereinafter called the Obligee, in the sum of Ninety-three thousand & eight-hundred & eighty dollars
 (\$ 93,880.00), for the payment of which sum well and truly to be made, the said
 Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \$93,880.00
Ninety-Three thousand & eight-hundred & eighty

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party

to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this 27 day of November, 2024.

In the presence of:

Law Riva
WITNESS

Tracy Riva
WITNESS

Tom Riva
PRINCIPAL (SEAL)

President
TITLE

Walter Riva
SURETY (SEAL)

Office manager
TITLE

The City of University City, Missouri reserves the right, before any award of the Contract is made, to require of any bidder to whom it may make an award of the Contract, a non-collusion affidavit in the form designated below:

NON-COLLUSION AFFIDAVIT

STATE OF Missouri

COUNTY OF St. Louis

Tom Reid, being first duly sworn, deposes and says that he is

President * (sole owner, partner, president, secretary, etc.) of

Omni Tree Service, Inc., the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or an one else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED: Tom Reid

(Title)

Subscribed and sworn to before me this 27 day of November, 2024.

Seal of Notary

Tracy Fischer
Notary Public



SUBCONTRACTOR APPROVAL FORM

This report must accompany and be part of the sealed bid proposal.

Name of Bidder:

NIA

Bidder Contact Information:

Address

City

State

Zip

Phone

Email

The above named bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

| Names & contact information of Subcontractors | Nature of Participation | \$ Value of Subcontract |
|---|-------------------------|-------------------------|
| NIA | | \$ _____ |
| | | \$ _____ |
| | | \$ _____ |
| | | \$ _____ |
| | | \$ _____ |
| A. Total of Above | | \$ _____ |
| B. Total Bid Amount | | \$ _____ |

Subcontractor Utilization as a % of Total Bid Amount : (A/B X 100) _____%

Name Authorized Officer of Bidder (Print)

Signature Officer or Bidder

Date

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

City of University City Municipal Code, Ordinance number 135.010 is as follows:

135.010 - Personnel requirements for contractors with city

A. Any person, firm or corporation contracting with the city to provide services such as, but not limited to, technical/professional services, street repairs, supplies, building maintenance, at a cost to the city of fifty thousand dollars (\$50,000.00) or more and involving ten or more employees in the work force providing the contracted services, shall, as a condition precedent to the rendition of such services, certify by affidavit filed with the said city that at least twenty (20) percent of the work force providing the contracted services shall consist of workers generally classified as members of minorities and/or female workers. The city council may, under special circumstances such as, for example, situations requiring technical expertise and/or specialization, waive the conditions set forth herein provided, however, that such waiver is justified by a two-thirds vote of the city council.

B. Any person, firm or corporation contracting with the city to provide services involving payment of one hundred thousand dollars (\$100,000.00) or more in which there are two or more subcontractors shall agree with the city that at least fifteen (15) percent of the total amount of the city's contract shall be allocated to subcontractors who employ workers generally classified as members of minorities and/or female workers.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. Contracts \$50,000 or more

Is the contract amount \$50,000 or more?
Will there be 10 or more works on the project?
section B.)

YES
YES

NO (Stop)
NO (If no, move on to

Number of workers on project: 7

5 Women and/or minority employees equals 72 % of the project workforce

B. Contracts \$100,000.00 or more

Is the contract \$100,000 or more: YES
Will there be (2) two or more subcontractors on project:

NO

YES

NO

15% of base bid amount is: _____

1. Subcontractor: NIA

Address: _____

City State Zip

Phone Email

Number of minorities and/or females employed by this subcontractor for this project _____

Amount of contract dollars to this subcontractor _____

2. Subcontractor: NIA

Address: _____

City State Zip

Phone Email

Number of minorities and/or females employed by this subcontractor for this project _____

Amount of contract dollars to this subcontractor N/A

3. Subcontractor: _____

Address: _____

City State Zip

Phone Email

Number of minorities and/or females employed by this subcontractor for this project _____

Amount of contract dollars to this subcontractor _____

Tom Reid
Signature

Tom Reid President
Print Title

Subscribed and sworn to before me this 27 day of November, 2024.

Tracy Fischer
Notary Public



***Use additional sheets if required.**

CONTRACTOR QUALIFICATION WORKSHEET

List at least five (5) similar projects within the last five years, as General Contractor (attach a separate sheet if necessary)

| Location | Description of Work | Owner/ Agency | Name of Representative | Phone Number | Approximate Contract Cost | Date of Completion |
|------------------|----------------------------|-------------------------|------------------------|--------------|---------------------------|--------------------|
| Hanley Hills | Trimming/ Removals | Village of Hanley Hills | Lomonda Goodrich | 314-669-5107 | \$3,790.00 | 3/31/2024 |
| Bel Ridge | Trimming/ Removals | City of Bel Ridge | City Clerk | 314-429-2878 | 19,760.00 | 3/15/2024 |
| Velda Village | Trimming/ Removals | City of Velda Village | City Hall | 314-261-7221 | 10,770.00 | 3/15/2024 |
| Uplands Park | Trimming | City of Uplands Park | Jannetta Williams | 314-210-8383 | 19,000.00 | 3/31/2024 |
| City of Wildwood | Trimming Removals Planting | MIKE WALSH | MIKE WALSH | 636-262-8220 | 21,200.00 | 4/30/2024 |

Provide a list of Equipment that is owned by your company that will be used for this project:

| |
|---------------|
| Crane |
| Bucket Truck |
| Chip Truck |
| Chipper |
| Stump Grinder |
| 1-Ton Truck |
| Log Truck |
| Roll off |
| Augger |
| Avant |

OSHA TRAINING PROVISIONS

Missouri law, 292.675 RSMo, requires the Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to City of University City in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

AFFIDAVIT OF WORK AUTHORIZATION

Comes now (Tom Reid) as (President) first being duly sworn,
Name Office Held

on my oath, affirm (Omni Tree Service, Inc.) is enrolled and will continue to participate
Company Name

in a federal work authorization program in respect to employees that will work in connection with the contracted services related to (PRF25-05 Tree Removal Project) for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2). I also affirm that

(Omni Tree Service, Inc.)
Company Name

does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to (PRF25-05 Tree Removal Project) for the duration of the

contract, if awarded

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Tom Reid
Signature (person with authority)

Tom Reid
Printed Name

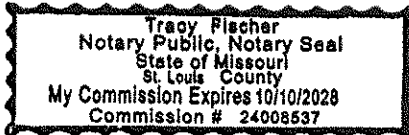
President
Title

11/27/24
Date

Subscribed and sworn to before me this 27 (day) of November (month, year). I am commissioned as a notary public within the City of University City, State of Missouri, and my commission expires on 10-10-2028 (date).

[Signature]
Signature of notary

11-27-24
Date



NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Project No. PRF25-05 Tree Removal Project

The CITY has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____
You are required by the Information for Instruction to Bidders to execute the CONTRACT and furnish the required certificate of insurance within the ten (10) calendar days from the date of this Notice to you.

If you fail to execute said CONTRACT and to furnish said BONDS If the Contract is not executed, bonds and insurance not provided within ten (10) calendar days from the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY'S acceptance of your BID as abandoned and to declare your BID BOND forfeited. The OWNER will be entitled to such other rights as may be granted by law. You are required to return and acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____

City of University City
OWNER

Printed Name

Signature

Director of Parks, Recreation and Forestry
TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by: _____

Dated this the _____ day of _____, 20____.

BY

TITLE

CONTRACT

THIS AGREEMENT, made as of the 27 day of November, 2021 by and between The City of University City, MISSOURI (here in after called the CITY) and Omni Tree Service, Inc., a Incorporation with offices at 415 Old State Rd. Ellisville MO (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to proceed with Project No. PRF25-05 – Tree Removal Project, hereinafter called the PROJECT, in accordance with the Specifications and Contract Documents prepared by the City of University City.

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

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

- a. Contract Time: Work under this Agreement shall be commenced upon written Notice to Proceed and shall be completed within thirty (90) calendar days of the authorization date in the Notice to Proceed.
- b. Liquidated Damages: The Contractor hereby expressly agrees to pay the City the sum of two hundred dollars (\$200.00) per day for each and every day, Sundays and legal holidays only excepted, after calendar days have expired during or upon which said work, or any part thereof remains incomplete and unfinished.
- c. Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the City. No subcontractor shall further subcontract any of their work.

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

Ninety - Three thousand & eight hundred & eighty Dollars
WORDS

(\$ 93,880.00) NUMBERS

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

(See following pages)

CONTRACT DOCUMENTS:

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

- A. Contract (This Instrument)
- B. Addenda to Contract Documents
- C. Conditions of the Contract
- D. Remaining Legal and Procedural Documents
 - 1. Proposal
 - 2. Instruction to Bidders
 - 3. Invitation for Bids
- E. Job Special Provisions
- F. Bonds/Attachments
 - 1. Bid Bond

AUTHORITY AND RESPONSIBILITY OF THE PARKS, RECREATION AND FORESTRY DIRECTOR:

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

SUCCESSORS AND ASSIGNS:

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

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

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

(SEAL)

Attest:

Title: _____

By (signature): _____

Contractor (print): Omni Tree Service, Inc.

Date: 12/2/24

CITY OF UNIVERSITY CITY

By: _____
City Manager

Date: _____

NOTICE TO PROCEED

TO: _____

DATE: _____
PROJECT: Tree Removal Project
Project No. PRF 25-05

You are hereby notified to commence WORK in accordance with the Contract dated _____
_____, 20____, on or before _____, 20____, and you are to complete the WORK within
Thirty (90) calendar days thereafter.

City of University City
OWNER

Darren Dunkle
PRINT NAME

SIGNATURE

Director of Parks, Recreation and Forestry
TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

this _____ day of _____, 20____.

Signature: _____

Printed Name & Title: _____

NOTIFICATION OF UTILITIES

This form shall be completed and returned to the Director of Parks, Recreation and Forestry upon receipt of the Notice to Proceed not less than seventy-two (72) hours prior to beginning of the project. The Contractor shall call Missouri One Call 1-800-DIG-RITE in advance of construction and in accordance with Missouri Law.

| <u>UTILITY</u> | <u>PERSON CONTACTED</u> | <u>DATE/TIME</u> |
|---|-------------------------|------------------|
| Ameren Missouri 1901 Choteau St. Louis, MO. 63103 314-554-2951 | _____ | _____ |
| Laclede Gas Co. 3950 Forest Park St. Louis, MO 63108 314-658-5400 | _____ | _____ |
| AT&T Missouri 12930 Olive Boulevard Creve Coeur, MO 63141 314-275-0023 | _____ | _____ |
| Missouri-American Water Co. 535 New Ballas Road St. Louis, MO 63141 314-991-3404 | _____ | _____ |
| Charter Communications 941 Charter Commons Town & Country, MO 63017 636-207-7011 | _____ | _____ |

I hereby certify that the above-named utilities have been notified as indicated

Printed Name: _____

Title: _____

Signature: _____

Date: _____

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



| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | CA20241209-05 |
|---|----------------------|

| | | | |
|---|--------------|----------------------------------|--------------|
| SUBJECT/TITLE: Acceptance of ARPA Grant for Lucas Mechanical CPR device | | | |
| PREPARED BY: William Hinson | | DEPARTMENT / WARD Fire | |
| AGENDA SECTION: | Consent | CAN ITEM BE RESCHEDULED? | no |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval of the ARPA grant including 10% matching funds. | | | |
| FISCAL IMPACT: \$9,101.33 from current fire department medical supplies budget, \$81,911.98 from federal ARPA Grant funds | | | |
| AMOUNT: | \$9,101.33 | ACCOUNT No.: | |
| FROM FUND: | 1-35-25_7530 | TO FUND: | 1-35-25-7530 |
| EXPLANATION: Received approval for 90/10 ARPA grant funding for purchase of medical equipment. | | | |

| |
|---|
| STAFF COMMENTS AND BACKGROUND INFORMATION: ARPA (American Rescue Plan Act) grant funds were offered for the purchase of medical equipment. We submitted the application for the purchase of 3 additional Lucas CPR devices. These devices are used to provide consistent high-quality CPR for patients in cardiac arrest. This purchase will allow us to put a Lucas on each of our front-line apparatus. |
|---|

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: Grant Information, see attached | |

| | |
|--|---------------------------|
| LIST CITY COUNCIL GOALS (S): Fiscal responsibility and Public safety | |
| RESPECTFULLY SUBMITTED: | City Manager, Gegory Rose |
| MEETING DATE: | 12/6/2024 |



PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

| | | |
|-------------------------------------|--|--|
| Tracking # 57065 | Contract Title: GRANTS TO AMBULANCE SERVICES | |
| Contract Start: 5/31/2025 | Contract End: 5/31/2025 | Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471 |
| Contract #: | Amend #: 00 | |

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

| | |
|--|---------------|
| NAME OF ENTITY/INDIVIDUAL (Contractor) CITY OF UNIVERSITY CITY | |
| DOING BUSINESS AS (DBA) NAME | |
| MAILING ADDRESS 6801 DELMAR BOULEVARD | |
| CITY, STATE, and ZIP CODE UNIVERSITY CITY MO 63130 | |
| REMIT TO (PAYMENT) ADDRESS (if different from above) | |
| CITY, STATE, and ZIP CODE | |
| CONTACT PERSON | EMAIL ADDRESS |
| PHONE NUMBER | FAX NUMBER |
| TAXPAYER ID NUMBER (TIN) ***** | UEI NUMBER |
| CONTRACTOR'S AUTHORIZED SIGNATURE | DATE |
| PRINTED NAME | TITLE |
| DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE | DATE |

Grants to Ambulance Services

1. GENERAL

- 1.1 The contract amount shall not exceed \$81,911.98 for the period of date of award through May 31, 2025.
- 1.2 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.3.1 Registration of business name (if applicable) with the Secretary of State at <https://www.sos.mo.gov/business/startBusiness.asp>.
 - 1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.3.3 Taxes (e.g., city/county/state/federal)
 - 1.3.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.3.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of Emergency Medical Services

Program Contact: George Miller

Address: 920 Wildwood Dr., Jefferson City, MO 65109

Phone: 573-751-6347

Email: EMS.ARPAGrants@health.mo.gov

2. PURPOSE

- 2.1 Grants to ambulance services for equipment, radios, and or training.

3. DELIVERABLES AND OUTCOMES

- 3.1 The Contractor shall implement and report deliverables to Department as approved in the submitted State American Rescue Plan Act Grants to Ambulance Services application hereinafter referred to as the approved application (Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein).

4. BUDGET AND ALLOWABLE COSTS

- 4.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the following budget categories: purchase the equipment, radios, or training identified and approved in the grant application, and matching funds must be provided with a 90/10 state/local match rate in order to be eligible for state funds.
 - 4.1.1 The Contractor shall request reimbursement for expenses directly related to the purchase the equipment, radios, or training identified and approved in the grant application from March 1, 2020 through March 31, 2025. The Department will allow for expenses to be reimbursed backdated to March 1, 2020.
- 4.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.
- 4.3 The Contractor shall follow competitive procurement practices.

5. INVOICING AND PAYMENT

- 5.1 The Contractor shall understand and agree the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 5.2 The Contractor shall invoice the Department using the Invoice form, Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice.
- 5.3 By no later than March 31, 2025, the Contractor shall provide proof of purchase (i.e., paid receipts). Receipts shall be labeled with the corresponding category (i.e., equipment receipts, radio receipts, training receipts, and proof of local match requirement).

- 5.4 Personnel costs are not allowed.
- 5.5 The Contractor shall submit an itemized invoice by March 31, 2025.
- 5.6 The Department will pay the Contractor, in advance, upon the receipt and approval of an itemized invoice prepared according to the terms of this contract.
- 5.7 After the final proof of purchase documentation is submitted, the Department will conduct a reconciliation of budget versus actual costs. If it is determined by the Department that the Contractor owes funds back to the Department, the Contractor will be notified and payment shall be received by the Department no later than May 31, 2025.
- 5.8 The Contractor shall submit the invoice, proof of purchase documentation, and any reports electronically to EMS.ARPAGrants@health.mo.gov.
- 5.9 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 5.10 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 5.11 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 5.11.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:
- Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570
- 5.12 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://sam.gov/content/assistance-listings>.

5.13 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

6. AMENDMENTS

6.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

7. MONITORING

7.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

7.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

8. DOCUMENT RETENTION

8.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

8.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

8.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the five (5) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

8.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

8.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

9. CONFIDENTIALITY

- 9.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 9.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

10. LIABILITY

- 10.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 10.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 10.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and

conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by the Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

11. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

11.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

11.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

11.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

11.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

11.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

12. AUTHORIZED PERSONNEL

12.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

12.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the

Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

- 12.3 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

13. TERMINATION

- 13.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
 - 13.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - 13.1.2 A change in federal or state law relevant to this contract occurs; or
 - 13.1.3 A material change of the parties to the contract occurs; or
 - 13.1.4 By request of the Contractor.
- 13.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
 - 13.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 13.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
 - 2.3.2 Collecting a certification from that person; or
 - 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any 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, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 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 agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 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.

CERTIFICATIONS AND SPECIAL PROVISIONS**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

**State American
Rescue Plan Act
Grants to
Ambulance Services
(Application)**



State American Rescue Plan Act Grants to Ambulance Services

1. Grants to Ambulance Services Program Description

1.1 Grant Program Title

Grants to Ambulance Services

This program is also referred to as the "Grant Program" throughout this document.

Revised per Addendum 1 (changes made have been ***bolded*** and ***italicized***)

1.2 Grant Program Administration

The Department of Health and Senior Services (DHSS/***Department***) administers the Grant Program through the Division of Regulation and Licensure's (DRL) Bureau of Emergency Medical Services (BEMS).

1.3 Grant Program Funding/Origin

Signed into law on March 11, 2021, the American Rescue Plan Act (ARPA) included funding for states and local governments to mitigate the negative impacts from the COVID-19 pandemic. Missouri received approximately \$2.7 billion in State Fiscal Recovery Funds under the American Rescue Plan Act (2021).

The state legislature appropriated \$9.5 million dollars of state ARPA funds to the Department in state fiscal year 2025 to provide grants to ambulance services, for equipment, radios, or training.

1.4 Notice of Funding Opportunity (NOFO)

The purpose of this NOFO is to solicit applications from eligible ambulance services to enable DHSS to award funding on a first-come-first-served basis.

2. Communication Regarding this Notice of Funding Opportunity

2.1 Point of Contact

Address any questions or concerns to the following:

Primary contact: Bureau of Emergency Medical Services

Missouri Department of Health and Senior Services

920 Wildwood Drive | Jefferson City, MO 65109

Email: EMS.ARPAGrants@health.mo.gov
Bureau of Emergency Medical Services (BEMS)
Division of Regulation and Licensure (DRL)
Missouri Department of Health and Senior Services (DHSS)
P.O. Box 570, Jefferson City, MO 65102-0570

2.2 Communications

- A. Direct all inquiries during the application process and after awards are made to the contact noted above.
- B. The applicant is required to maintain and provide to DHSS, upon application, a current and valid email address for electronic communications with DHSS.
- C. DHSS will issue official email communication regarding this application from EMS.ARPAGrants@health.mo.gov. Applicants are responsible for ensuring these communications are received and responded to accordingly.
- D. DHSS shall send any information DHSS deems to be important and of general interest or which modifies the NOFO requirements electronically in the form of an addendum to the NOFO addressed to the designated institutional official of all eligible entities. Depending upon the materiality of the addendum information, a new signature of acknowledgment and change in terms may be required.

3. Grant Award Parameters

3.1 Available Funding

Funding is available for ambulance services to purchase equipment, radios, or training.

3.2 Grant Award Amounts

- A. Funding will be awarded on a first-come-first-served basis.
- B. The maximum award amount is \$100,000 per recipient with a 90/10 state/local matching requirement.
- C. Supplanting is **NOT ALLOWED** for the ARPA Grants to Ambulance Services. Supplanting occurs when an entity reduces funds that have been budgeted for an activity/project, specifically because grant funds are available.

3.3 Grant Period

Date of grant award through May 31, 2025. Funds must be expended, and all required supporting documentation received by March 31, 2025.

3.4 Allowable/Unallowable Costs

- A. Allowable Costs
 - i. Equipment
 - ii. Radios (must be Missouri Statewide Interoperability Network [MOSWIN] compatible)

- iii. Training
- B. Unallowable costs
 - i. Building/Capital Improvements
 - ii. Personnel/Benefit Costs
 - iii. Lobbying
 - iv. Fundraising
 - v. Corporate Formation
 - vi. State and Local Sales Taxes

3.5 Budget Changes

No budget changes will be allowed after the application is approved and contract is executed.

3.6 Local Matching

Local matching funds must be provided on a 90/10 state/local basis. Purchases of allowable items made between March 1, 2020 and March 31, 2025 can be applied toward the ten percent (10%) local match. Proof of purchase (i.e., paid receipts) will be required at the time of final documentation submission. The cost of personnel **CANNOT** be used for the local matching requirement. See Section 7 below for additional details related to reporting requirements.

| |
|--|
| Revised per Addendum 1 (changes made have been <i>bolded</i> and <i>italicized</i>) |
|--|

3.7 Grant Program Deliverable

The ***Applicant*** shall utilize all awarded funding to purchase the equipment, radios, or training identified and approved in the grant application. ***The Department will allow for expenses to be reimbursed backdated to March 1, 2020.*** The ***Applicant*** shall provide local matching funds on a 90/10 state/local basis.

4. Eligibility and Selection

4.1 Eligible Applicants:

Licensed State of Missouri ambulance services.

4.2 Award Selection

Grants will be awarded on a first-come-first-served basis. DHSS will screen the applications to determine if they were submitted before or by the deadline of October 15, 2024, and if equipment, radios, or training being purchased are allowable under 3.4 above.

5. Application Guidance

5.1 Applicant

In this NOFO, the applicant refers to the eligible ambulance service submitting the application.

5.2 Submission Deadline

Each applicant shall (A) submit a completed application including all required supporting documentation by email to EMS.ARPAGrants@health.mo.gov **no later than 5:00 PM CST on Tuesday, October 15, 2024**, and (B) maintain timestamped proof of this submission.

The Department will not consider applications submitted after **5:00 PM on October 15, 2024**.

5.3 Submission Instructions

- Complete the ARPA Grants to Ambulance Services Application Form (Exhibit 1) in its entirety.
- Submit the completed form and all supporting documentation to EMS.ARPAGrants@health.mo.gov.
- The Department will send a response to the applicant's submission email to confirm receipt.
- The Department will conduct a preliminary review of all applications for completeness and will notify applicants of any missing information or documents. Failure to respond to this notification within one business day will result in the disqualification of the application.

Revised per Addendum 1 (changes made have been ***bolded*** and ***italicized***)

5.4 Application Format and Components

The grant application consists of a formal response indicating what the ambulance service plans to purchase along with a justification on how it relates to the care and services provided by the ambulance service. For an application to be considered complete the following components must be complete.

- A. Application Form (Exhibit 1)
 - i. All form fields are completed
 - ii. Application is signed by authorized representative
- B. Supporting Documentation
 - i. Current product quotes for all ***new purchases being requested***
 - ii. ***Paid receipts for all reimbursements being requested***

6. Distribution of Grant Funds

6.1 Funds Distribution

- A. Payments: - Prior to any payments, the awardee must complete the registration process with the state's financial system – MissouriBUYS. MissouriBUYS registration can be completed at <https://missouribuys.mo.gov/supplier-registration#>. Contractors shall understand and agree the state reserves the right to make payments to the awardee through electronic funds transfer (EFT). Therefore, prior to any payments becoming due, the awardee must complete their vendor registration with their ACH-EFT payment information.
- B. Disbursement: - DHSS will disburse the total award upon execution of the contract and properly authorized invoice.
- C. Retraction or Reduction of Payments: - The DHSS is not bound by any award estimates in the Notice of Funding Opportunity. After making a finding that a Contractor has failed to perform or failed to conform to grant conditions, DHSS may retract the grant amount for the awarded applicant. This retraction shall be prorated in relation to the earliest date for which there is evidence that the Contractor failed to perform or conform to grant conditions; if that date is the start of grant commitment period, then the entire grant award shall be retracted. If funds have been disbursed, Contractor shall issue reimbursement to DHSS for unused funds.
- D. Unexpended Balance – Contractors shall return any unexpended balance of the award at the end of the grant commitment period to DHSS.

7. Reporting Requirements

7.1 Grant Program Deliverables

- A. The Contractor shall submit all final documentation at one time to include paid receipts and proof of local matching requirement to the Department within 30-days of the final purchase.
- B. All purchases must be made and final documentation submitted no later than March 31, 2025.
- C. Receipts shall be labeled with the corresponding category (i.e., equipment receipts, radio receipts, training receipts, and proof of local match requirement).
- D. After the final documentation is submitted, the Department will conduct a reconciliation of budgeted vs. actual costs. If it is determined that the Contractor owes funds back to the Department, the Contractor will be notified and payment shall be received by the Department no later than May 31, 2025.
- E. All final documentation shall be submitted to the Department by e-mail at EMS.ARPAGrants@health.mo.gov.

8. Federal and State Requirements

8.1 Terms and Conditions

Refer to the ARPA Subrecipient Terms and Conditions and Special ARPA Terms and Conditions in Exhibit 2 for further requirements.

**AMERICAN RESCUE PLAN ACT (ARPA) GRANTS TO AMBULANCE SERVICES
APPLICATION / BUDGET FORM FOR STATE FISCAL YEAR 2025**

Notes / Instructions

- Applicants must use this form to apply for the ARPA Grants to Ambulance Services funding.
- Completed applications, including all supporting documentation, must be submitted by email to EMS.ARPAGrants@health.mo.gov no later than 5:00 PM CST on Tuesday, October 15, 2024. The Department will not consider applications submitted after 5:00 PM on October 15, 2024.
- The budget narrative shall provide a justification for each proposed cost in the budget.
- The justification should include information on how the proposed item(s) relate to the care and services provided by the ambulance service.
- The basis of the estimate shall be the current product quotation(s) received from vendors being used to purchase the items. The type of equipment, radios, or training must be explicitly stated in the budget narrative.
- Local matching funds must be provided on a 90/10 state/local basis. Purchases of allowable items made between March 1, 2020 and March 31, 2025 can be applied toward the ten percent (10%) local match. Proof of purchase (i.e., paid receipts) will be required at the time of final documentation submission.
- If additional space is needed for items being requested/justification, a separate document may be attached.

Identifying Information

| | | | | |
|---|--------------------------------|---|-------------|-------------------|
| Ambulance Service Name City of University City | | DBA, if applicable In Reference to: University City Fire Department | | |
| Remit To Address 6801 Delmar Blvd | | City University City | State MO | ZIP Code 63130 |
| Mailing Address, if different from Remit To Address | | City | State | ZIP Code |
| Contact Name Gary Wilmoth | Phone Number (314) 505-8591 | Email Address fdadmin@ucitymo.org | | |

Local Matching Information

Local Matching Requirement Method Purchases between 3/1/2020 - 3/31/2025 Direct Funds Both

Equipment Budget Request / Narrative

A total of \$ 81,911.98 is requested to purchase the following equipment. The equipment is needed for the specific purpose indicated in the individual Justification(s) below.

| Equipment Item Detail | Quantity | Total Cost | Justification |
|--|----------|--------------|---|
| LUCAS 3, v3.1 Chest Compression System See attached exhibit 1.1 for complete equipment details. | 3 | \$ 91,013.31 | Please see attached exhibit 1.1 for detailed justification. |
| | | | |
| | | | |
| | | | |

Radios (MOSWIN compatible) Budget Request / Narrative

A total of \$ _____ is requested to purchase the following radio(s). The radio(s) is/are needed for the specific purpose indicated in the individual Justification(s) below.

| Radios Item Detail | Quantity | Total Cost | Justification |
|--------------------|----------|------------|---------------|
| NA | | | |
| | | | |
| | | | |
| | | | |

Training Budget Request / Narrative

A total of \$ _____ is requested for the following staff training(s). The training(s) is/are needed for the specific purpose indicated in the individual Justification(s) below.

| Training Item Detail | Quantity | Total Cost | Justification |
|----------------------|----------|------------|---------------|
| NA | | | |
| | | | |
| | | | |
| | | | |

Signatures

Ambulance Service Authorized Representative / Date

DHSS Authorized Representative / Date

Jim R... 10/17/24

Ha... *K...*



Fire Department

863 Westgate Ave., University City, Missouri 63130, Phone: (314)505-8591
Fax: (314)863-5515



Exhibit 1.1

**City of University City ARPA Grant request
In Reference to: University City Fire Department
Detailed Description**

Equipment Item Details:

LUCAS 3, v3.1 Chest Compression System

Includes:

Hard Shell Cases, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap,
(2) Suction Cups, (2) Rechargeable Batteries, LUCAS Desk-Top Battery Chargers,
LUCAS External Power Supplies, Lucas-FLD-ProCare and Instructions for
use With Each Device.

(See attached Stryker Quote for further information.)

Quantity: 3

Total Cost: \$91,013.31

University City Contribution 10%: **\$9,101.33**

Total Funds requested 90%: **\$81,911.98**

Justification:

In addition to the specific benefits provided by mechanical CPR listed below, the purchase of these LUCAS CPR compression devices would allow us to have a LUCAS device on all frontline ALS equipped apparatus.

Maintaining high-quality CPR throughout the length of a code is a fundamental element of a successful resuscitation. The LUCAS device provides high-quality, guidelines-consistent chest compressions in most environments. The use of a LUCAS device greatly increases the consistency of each chest compression as well as the time on chest. They also make pulse checks as short as possible.

The LUCAS is not limited by provider fatigue and allows for continuous CPR in tight spaces and when moving the patient to the ambulance. The device also limits the responder's exposure as well as minimizing the risk of work-related back injuries.

Finally, the use of a LUCAS device allows providers the time to focus on the quality and accuracy of their care by lowering the physical and emotional stress of the scene.



Univ City Lucas Quote for ARPA Grant

Quote Number: 10997453

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1
Prepared For: UNIV CITY FIRE DEPT
Attn:

Rep: Katie Spitzer
Email: katie.spitzer@stryker.com
Phone Number:

Quote Date: 10/01/2024
Expiration Date: 12/30/2024
Contract Start: 10/01/2024
Contract End: 09/30/2025

| Delivery Address | | Sold To - Shipping | | Bill To Account | |
|------------------|---|--------------------|---|-----------------|---|
| Name: | UNIV CITY FIRE DEPT | Name: | UNIV CITY FIRE DEPT | Name: | UNIV CITY FIRE DEPT |
| Account #: | 20184263 | Account #: | 20184263 | Account #: | 20184263 |
| Address: | 6801 DELMAR UNIVERSITY CITY Missouri 63130-3104 | Address: | 6801 DELMAR UNIVERSITY CITY Missouri 63130-3104 | Address: | 6801 DELMAR UNIVERSITY CITY Missouri 63130-3104 |

Equipment Products:

| # | Product | Description | Qty | Sell Price | Total |
|------------------|--------------|--|-----|-------------|-------------|
| 1.0 | 99576-000063 | LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device | 3 | \$18,013.50 | \$54,040.50 |
| 2.0 | 11576-000060 | LUCAS Desk-Top Battery Charger | 3 | \$1,244.00 | \$3,732.00 |
| 3.0 | 11576-000071 | LUCAS External Power Supply | 3 | \$393.60 | \$1,180.80 |
| 4.0 | 11576-000080 | LUCAS 3 Battery - Dark Grey - Rechargeable LiPo | 3 | \$740.00 | \$2,220.00 |
| Equipment Total: | | | | | \$61,173.30 |

ProCare Products:

| # | Product | Description | Qty | Sell Price | Total |
|----------------|-------------------|--|-----|------------|-------------|
| 5.1 | LUCAS-FLD-PROCARE | LUCAS 3, 3.1 for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device 10/02/2024 - 10/01/2031 Parts, Labor, Travel, Preventative Maintenance and Batteries Service | 3 | \$9,626.40 | \$28,879.20 |
| ProCare Total: | | | | | \$28,879.20 |



Univ City Lucas Quote for ARPA Grant

Quote Number: 10997453

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: UNIV CITY FIRE DEPT

Attn:

Rep: Katie Spitzer

Email: katie.spitzer@stryker.com

Phone Number:

Quote Date: 10/01/2024

Expiration Date: 12/30/2024

Contract Start: 10/01/2024

Contract End: 09/30/2025

Price Totals:

| | |
|-------------------------------|--------------------|
| Estimated Sales Tax (0.000%): | \$0.00 |
| Freight/Shipping: | \$960.81 |
| Grand Total: | \$91,013.31 |

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

EXHIBIT 2

TERMS AND CONDITIONS FOR CONTRACTOR **RECEIPT OF FEDERAL ARPA SFRF FUNDS**

I. Use of Funds: (“Contractor”) understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury (“Treasury”)’s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement.

Period of Performance: The period of performance for this award begins on the date hereof and ends no later than December 31, 2026. Contractor may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than December 31, 2024.

Reporting: Grantee agrees to comply with any reporting obligations established by Treasury or the State of Missouri (“State”), as it relates to this agreement.

Maintenance of and Access to Records: Contractor shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Contractor shall also maintain records and financial documents: 1. sufficient for the State, with respect to Contractor’s participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Contractor’s participation in this agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Contractor in order to conduct audits or other investigations or reviews. Records shall be maintained by Contractor for a period of five (5) years after the end of the period of performance. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats.

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this agreement.

Compliance with Applicable Law and Regulations: Contractor agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Contractor also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this agreement include, without limitation, the following:

i. If the amount of this agreement is expected to equal or exceed \$25,000, or if this agreement is for federally-required audit services, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

ii. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

iii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and

iv. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this agreement include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. For local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Contractor's receipt of this funds under this agreement, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional

conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of funds under this agreement in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Contractor's acts or omissions respecting this agreement. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Contractor's receipt of funds under this agreement or to recoup such funds in whole or in part, under this agreement or other applicable law.

Hatch Act: Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this agreement must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this agreement; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Contractor shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Contractor's debt to the State. Debts owed by Contractor to the State must be paid promptly by Contractor. A debt owed the State by Contractor under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Contractor knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Contractor.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or

subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this agreement.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is hereby encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles, and to encourage any subcontractors to do the same.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Contractor to adopt and enforce policies that ban text messaging while driving, and to encourage any subcontractors to do the same.¹

II. By entering into this agreement, Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Contractor acknowledges that federal Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (“LEP”). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Contractor’s programs, services, and activities.

Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assignees for the period in which such assistance is provided.

¹ Section I is based on requirements set forth in Treasury’s Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Contractor shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Contractor shall comply with information requests, on-site compliance review, and reporting requirements.

Contractor shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Contractor shall provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Contractor and the administrative agency that makes any such finding. If Contractor settles a case or matter alleging such discrimination, Contractor must provide to the State documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, Contractor shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Contractor is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Contractor.²

² Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021.

III. This agreement shall be conducted in accordance with the standards set forth at 2 C.F.R. §§ 200.317 through 200.327, as applicable. Pursuant to 2 C.F.R. § 200.327 and Appendix II to Part 200 of Title 2 of the C.F.R.:

i. Contracts for more than \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

ii. All contracts in excess of \$10,000 must address termination for cause and for convenience by the State, including the manner by which it will be effected and the basis for settlement.

iii. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

iv. When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

v. Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

vi. If the State or Contractor wishes to enter into a contract or subcontract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the State's award of ARPA funds or this agreement, the State and/or Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

vii. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree 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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

viii. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This requirement applies when the amount of the agreement is expected to equal or exceed \$25,000, or if the agreement is for federally-required audit services. 2 C.F.R. § 180.220.

ix. Contractors that apply or bid for an award exceeding \$100,000 must file the certification required by 31 U.S.C. § 1352, the Byrd Anti-Lobbying Amendment. Under that law, each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

x. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended

by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1. competitively within a timeframe providing for compliance with this agreement's performance schedule; 2. meeting this agreement's performance requirements; or 3. at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

xi. Pursuant to Pub. L. No. 115-232, H.R. 5515 (115th Congress, 2018), and 2 C.F.R. § 200.216, funds provided by this agreement shall not be obligated or expended to: 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For purposes of this prohibition, "covered telecommunications equipment or services" has the meaning as set forth at Sec. 889(f)(3) of Pub. L. No. 115-232. *See also* 2 C.F.R. § 200.216.

xii. Pursuant to 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this provision: 1. "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. 2. "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

INVOICE PREPAYMENT REQUIRED

INVOICE #: _____

INVOICE DATE: _____

Company Name/DBA:

Remit to Address:

| |
|--|
| |
| |
| |

Billed to:

Missouri Department of Health and
Senior Services/DRL/BEMS

PO Box 570

Jefferson City, MO 65102-0570

EMS.ARPAGrants@health.mo.gov

| QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|----------|-------------|------------|-------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

PLEASE NOTE: The Invoice Total Cannot Exceed the Amount in the contract.

Grand Total _____

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and the state.
- c. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the Contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the Contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the Contractor, the state may cancel the contract. At its sole discretion, the state may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Contractor must provide the state within 10 working days from notification a written plan detailing how the Contractor intends to cure the breach.
- b. If the Contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the Contractor for any additional costs incurred thereby.
- d. The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The Contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a Contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the Contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the Contractor.

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



| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | CA20241209-06 |
|---|----------------------|

| | | | |
|--|--|---|--|
| SUBJECT/TITLE: DISPOSAL SERVICE AGREEMENT AMENDMENT | | | |
| PREPARED BY: Mirela Celaj, Interim Director of PW | | DEPARTMENT / WARD: Public Works | |
| AGENDA SECTION: | | CAN ITEM BE RESCHEDULED? | |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: The City Manager recommends approval of 20-year extension to the current Disposal Service Agreement with Champ Landfill Company, LLC. | | | |
| FISCAL IMPACT: | | | |
| AMOUNT: | | ACCOUNT No.: | |
| FROM FUND: | | TO FUND: | |
| EXPLANATION: The current disposal service agreement dated June 1, 2024 is set to expire on December 31, 2024. In order to ensure continuity, an extension of the agreement for an additional 20 years is proposed. | | | |

| |
|---|
| STAFF COMMENTS AND BACKGROUND INFORMATION: The initial term of the agreement shall be extended for a period of twenty (20) years commencing on January 1, 2025 and in accordance with the terms and conditions set forth in the agreement amendment attached to this agenda item. |
|---|

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: -Disposal Service Agreement Amendment | |

| | |
|---|---------------------------|
| LIST CITY COUNCIL GOALS (5): -Public Safety -Public Health -Environmental Sustainability -Continuity of Services | |
| RESPECTFULLY SUBMITTED: | City Manager, Gegory Rose |
| MEETING DATE: | December 9, 2024 |

DISPOSAL SERVICE AGREEMENT AMENDMENT

This Disposal Service Agreement Amendment (“Amendment”) is made and entered into this 1st day of January, 2025, by and between the City of University City, a Missouri municipal corporation (“Customer”), and Champ Landfill Company, LLC, a Missouri limited liability company (“Owner”).

RECITALS

A. Customer and Fred Weber, Inc. entered into Disposal Service Agreement (“Agreement”) dated June 1, 2004, for an initial term ending December 31, 2024, for Fred Weber, Inc. to receive and dispose of Customer’s solid waste at the Fred Weber Landfill in the Village of Champ in St. Louis County, Missouri. A copy of the Agreement is attached hereto.

B. Owner subsequently acquired the Fred Weber Landfill and is a successor to Fred Weber, Inc. under the Agreement.

C. The Agreement provides that the parties may extend the Agreement beyond the initial term.

D. Customer and Owner desire to extend the initial term for a period of twenty (20) years in accordance with the terms and conditions hereinafter set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Owner agree as follows:

1. All references to “Owner” in the Agreement shall hereby mean “Champ Landfill Company, LLC.”
2. The term of the Agreement is hereby extended for a period of twenty (20) years commencing on January 1, 2025.
3. The disposal rate in Agreement Exhibit A.7 shall be \$64.41 per ton, inclusive of an environmental fee, fuel fees and surcharges, St. Louis County fees, and Missouri Department of Natural Resources fees.
4. Article IV-Disposal Rates, is hereby amended by deleting the following sentence therein: “Notwithstanding the foregoing, if Owner agrees to accept a lower disposal rate from another political subdivision or governmental entity in St. Louis County, Customer shall receive such lower disposal rate, excluding fees, increases in fee, transportation and handling.”
5. Customer shall maintain in full force and effect throughout the term of this Agreement, worker’s compensation, employer’s liability, general liability, automobile liability and excess/umbrella insurance coverage in amounts not less than Customer’s current limits.

6. Except as expressly modified by this Amendment, the provisions of the Agreement shall remain unaltered and in full force and effect.
7. This Amendment shall be effective on January 1, 2025.
8. Counterparts. This Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.
9. Ratification; Full Force and Effect. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. The parties further acknowledge and agree that all the terms and provisions of the Agreement, as amended by this Amendment, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment and in the original Agreement shall include the terms contained in this Amendment.
10. Conflicting Provisions. In the event of any conflict between the original terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.
11. Authorization. Each party executing this Amendment represents and warrants that it is duly authorized to cause this Amendment to be executed and delivered.

CUSTOMER:

CITY OF UNIVERSITY CITY, MISSOURI

By: Gregory Rose
Title: City Manager
6801 Delmar Boulevard
University City, MO 63130
(314) 505-8534
grose@ucitymo.org

OWNER:

CHAMP LANDFILL COMPANY, LLC

By: _____

Title: _____

2443 Creve Coeur Mill Road

Maryland Heights, MO 63043

Telephone: _____

E-mail: _____

DISPOSAL SERVICE AGREEMENT

This Disposal Service Agreement (this "Agreement") entered into as of this 1st day of June, 2004 (the "Effective Date"), by and between City of University City with an office at 6801 Delmar, University City, Missouri, a Municipality in the State of Missouri (hereinafter referred to as "Customer"), and FRED WEBER, INC., with an office at 2320 Creve Coeur Mill Road, Maryland Heights, Missouri 63043-8501, a Delaware corporation (hereinafter referred to as "Owner").

ARTICLE I - DESIGNATED WASTES

During the term of this Agreement, subject to availability of airspace or any periodic quantity limitations imposed by applicable law, regulation, permits or otherwise, Owner shall receive and dispose of all the solid waste, excluding radioactive, volatile, highly flammable, explosive, toxic, infectious, pathological, hazardous waste, special waste or any waste which customer knows or should know of cannot legally be disposed at a disposal site similar in function and character as the "Fred Weber Landfill," and which is located in the Village of Champ, St. Louis County, Missouri (hereinafter said solid waste shall be referred to as the "Solid Waste") at Owner's: (i) landfill waste disposal site which is located in the Village of Champ, St. Louis County, Missouri; or (ii) disposal transfer station located on Elam Avenue (collectively the "Disposal Site"). The term "hazardous waste", as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and applicable Missouri law.

Where requested by Owner, Customer shall, in addition to any labeling, placarding, marking, manifest or other such documentation required by law, provide Owner, in advance, with a representative sample of the Solid Waste to be disposed of by Owner, and with a detailed written physical and chemical description or analysis of the Solid Waste including a listing of unique chemical, characteristics and safety procedures, if such exists, that would be of material significance to the handling of such Solid Waste ("Waste Characterization Data Sheet" or "WCDS"). Customer shall promptly furnish to Owner any information regarding known, suspected, or planned changes in composition of such Solid Waste and Customer shall accordingly update the WCDS. Customer warrants that all Solid Waste specified in a WCDS and delivered to Owner shall conform to the respective description set forth on such Customer's WCDS.

ARTICLE II - TITLE

Title to the Solid Waste delivered by Customer in accordance with the terms set forth in this Agreement shall be transferred to and vest in Owner at the time the Solid Waste is fully unloaded at the working face of the Disposal Site and the Customer's vehicle has departed such working face. Prior thereto, title to the Solid Waste shall be in, and all risks and responsibilities therefore shall be borne by, Customer.

Notwithstanding the foregoing, Owner shall not be required to accept, and reserves the right to reject or revoke acceptance of, any waste brought to the Disposal Site that Owner, in its sole discretion based upon reasonable belief, considers to be an unacceptable waste or suspicious waste.

Owner will require Customer to remove waste it has delivered which is subsequently determined or suspected by Owner to be such unacceptable waste or suspicious waste. If such waste is not removed from Owner's possession by the Customer within a reasonable time, not to exceed seven (7) days after notice is sent by Owner, Owner will arrange for lawful disposal of such waste at Customer's cost. Customer will indemnify Owner for any costs or damages resulting from delivery of such unacceptable waste or suspicious waste to the Disposal Site and will pay Owner its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable waste or suspicious waste disposed of by Owner. In the event that Customer determines at any time that it has delivered unacceptable waste to the Disposal Site, Customer shall provide written notice to Owner of its unacceptable delivery and will remain liable for removal and indemnification, regardless of whether the term of this Agreement has expired.

ARTICLE III - COMPLIANCE WITH LAWS

Owner and Customer shall comply with all applicable local, state and federal law pertaining to the delivery and disposal of the Solid Waste. Customer shall also comply with work and safety rules which have been promulgated by Owner to govern operations at the Disposal Site. In addition, Owner and Customer with regard to the performance of this Agreement, shall not discriminate against any employee, subcontractor or other person because of his or her race, color, religion, national origin, sex, sexual orientation, ancestry, age or disability.

ARTICLE IV - DISPOSAL RATES

The rates Customer shall pay Owner for all Solid Waste deposited at the Disposal Site during the term of this Agreement are set forth on Exhibit "A", attached hereto and incorporated herein by this reference. Owner, in its sole discretion, may at any time adjust the rates hereunder to fully cover increases in fuel and insurance costs, increases in costs (including, without limitation, overhead and profit) resulting from (i) changes in any laws, ordinances, regulatory requirements or guidelines (including changes in construction or interpretation thereof or changes in the manner or method of enforcement thereof), (ii) orders, judgments or directives of any court or governmental body or instrumentality thereof, (iii) revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the disposal site, and (iv) other contingencies beyond Owner's reasonable control (collectively referred to as "Pass-Through Expenses"). Owner may adjust rates from time to time for other reasons, as indicated on Exhibit "A," and if not otherwise indicated on Exhibit "A," then any such other adjustment, to the extent such adjustment results in a percentage increase greater than the percentage increase in the local (or if none, "U.S. City Average") Consumer Price Index for Urban Consumers (all items) published by the United States Department of Labor, Bureau of Labor Statistics (the "CPI") since the date of the last such adjustment (or since the date of execution of this Agreement in the case of the first such adjustment), shall be subject to Customer's approval upon notice thereof from Owner thirty (30) days prior to the effective date of the adjustment. If Customer and Owner fail to agree upon the change in rates, then in such event, either party shall have the right to terminate this Agreement by giving written notice to the other, whereupon this Agreement shall terminate on the last day prior to the effective date of the adjustment. Notwithstanding the foregoing, if Owner agrees to accept a lower disposal rate from another political subdivision or governmental entity in St. Louis County, Customer shall receive such lower disposal rate, excluding fees, increases in fee, transportation and handling.

ARTICLE V - TERM

The initial term of this Agreement shall be as indicated on Exhibit "A" and shall commence on the Effective Date hereof. The term of this Agreement may be extended by mutual written agreement of the parties beyond the end of the initial term hereof, provided, however, that in the event no written agreement to extend the term of this Agreement has been reached, this Agreement shall continue in full force and effect with the understanding that after the initial term has expired, the disposal rates indicated in Exhibit "A", attached hereto, may be changed, in the Owner's sole discretion. In the event Owner increases the rates indicated in Exhibit "A", attached hereto, at that time, either party has the right, within 30 days of the rate increase, to terminate this Agreement effective upon thirty (30) days prior written notice to the other. In addition to the foregoing, during the initial term hereof and any extension thereafter, in the event the Customer sells fifty percent (50%) or more of the equity ownership of the Customer to any other person or entity, that such an event will be deemed to be an assignment hereunder, and Customer shall provide written notice to Owner of Customer's sale within two (2) business days after the sale has been satisfactorily completed. In such event, Owner reserves the right to consent or object to such a transfer, and to the extent Owner is unwilling to continue

to perform under the terms hereof, Owner shall have the right to terminate this Agreement in the event there is a change of ownership event on the part of Customer during the term hereof. The termination by Owner shall be effective thirty (30) days of the earlier of the sale by Customer or the date Customer provides notice to Owner. Notwithstanding the foregoing, Customer shall have the right to terminate this Agreement for any reason, effective upon one hundred eighty (180) days prior written notice to the Owner.

ARTICLE VI - PAYMENT

Customer agrees to make payments to Owner in accordance with the payment terms set forth on Exhibit "A" attached hereto, within forty-five (45) days after the date of Owner's statement at the office of Owner specified on such invoice.

Customer agrees to make payment in accordance with the provisions of Schedule "A" on a timely basis. If Customer has not brought current its account with Owner within forty-five (45) days after the date of the Owner's notice then, in such event, Customer shall pay, in addition to the amount due, a late payment fee equal to five percent (5%) of the entire balance then due; if Customer has not brought current its account with Owner within sixty (60) days after the date of the Owner's invoice, Customer shall pay, in addition to the amount due, a late fee equal to ten percent (10%) of the balance due; if Customer has not brought its account current, including the payment of all late fees within ninety (90) days after the date of Owner's invoice, then, in addition to any other remedy Owner has at law or in equity, Owner may terminate this Agreement immediately effective on Owner giving notice of termination to Customer. In the event Owner is compelled to file suit to enforce the terms of this Agreement or to collect any damages due to the Customer's failure to perform hereunder then, in such event, Owner shall be entitled to recover, in addition to any damages requested, all of its cost of collection or enforcement including, but not limited to, its court costs and attorneys' fees.

ARTICLE VII - INDEMNITY

Customer hereby agrees to indemnify and hold Owner, its Operator, the Owner of title to the Disposal Site, harmless from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including the Disposal Site, and injuries to or death of persons, including Customer's or Owner's employees, caused by or resulting from the negligence or willful misconduct of or violation of this Agreement or of any federal, state or local laws or regulations by Customer, its employees or agents or Customer's delivery to Owner of waste excluded from the definition of Solid Waste, subject to Customer's sovereign immunity.

Owner hereby agrees to indemnify and hold Customer harmless from and against any and all losses, damages, suits, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Customer's property, and injuries to or death of persons, including Owner's or Customer's employees, to the extent caused by or resulting from the negligence or willful misconduct of Owner, its employees or agents.

ARTICLE VIII - FORCE MAJEURE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the Disposal Site.

ARTICLE IX - ASSIGNMENT

This Agreement shall not be assignable by Customer without the prior written consent of Owner, which consent may be given or withheld in Owner's sole discretion. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

ARTICLE X - ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between Owner and Customer hereto, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modification to this Agreement will be effective unless in writing and signed by Owner and Customer hereto.

Executed as of the day and year first above written.

"CUSTOMER"

CITY OF UNIVERSITY CITY
By: [Signature]
Name: Frank Olenchak
Title: City Manager

"OWNER"

FRED WEBER, INC., a Delaware corporation
By: [Signature]
Name: Thomas Dunne, Jr.
Title: V.P.

EXHIBIT "A"

1. The terms and conditions set forth in this Exhibit "A" to the Agreement, are made a part of the Agreement attached hereto (this Exhibit "A", together with the Agreement, may collectively be referred to as the "Agreement").

2. If at any time during the term of this Agreement there are increases in any Pass-Through Expenses (as defined in Article IV of the Agreement), Customer shall pay Owner an incremental increase in the Pass-Through Expenses on the total quantity of waste delivered to the Disposal Site from and after the effective date of the change.

3. In addition to all other rights and remedies provided for Owner set forth in the Agreement, the Agreement may be immediately terminated by Owner if:

- a) Customer fails to make any payment when due;
- b) Customer delivers at any time prohibited waste for disposal;
- c) Customer attempts to deliver trash for disposal at the Disposal Site, which is not transferred by Customer and which originates from Customer's customers;
- d) Customer attempts to or does deliver Solid Waste required to be delivered to the Disposal Site to another location, in violation of the terms set forth in this Agreement;
- e) Customer becomes insolvent or is adjudicated at bankrupt;
- f) Customer is in violation of any law, rule, regulation or ordinance; and
- g) the Disposal Site closes for any reason.

4. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

5. This Agreement may be transmitted via facsimile, and a facsimile transmitted copy (or fax) shall be deemed an original and shall be effective as an original for all purposes.

6. To the extent the provisions set forth in this Exhibit "A" are in conflict with the terms set forth in the Agreement, the terms set forth in this Exhibit "A" shall control. All of the other terms and conditions set forth in the Agreement, to the extent the same are not inconsistent with the provisions set forth in this Exhibit "A", shall remain in full force and effect.

7. DISPOSAL RATE PROVISIONS ARE AS FOLLOWS:

TERM: 20 Years, 7 months FROM: June 1, 2004 TO: December 31, 2024

Monthly

| Tonnage | Landfill Rates |
|-----------------|----------------|
| All MSW Tonnage | \$24.00 |

8. The rates charged to and paid by Customer to Owner during the term of the Agreement as set forth in this Exhibit "A", shall be increased annually, throughout the term of the Agreement, by an amount which is the greater of: (i) the CPI (as defined in Article IV of the Agreement), with a base year of 2004; or (ii) 3.5%.

Executed as of the day and year first above written.

"CUSTOMER"

City of University City

By: [Signature]
 Name: Frank Ollendorff
 Title: City Manager

"OWNER"

FRED WEBER, INC., a Delaware corporation

By: [Signature]
 Name: Thomas Dunne, Jr.
 Title: V.P.

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



| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | CM20241209-01 |
|---|----------------------|

| | | | |
|---|-----------------------|--|--|
| SUBJECT/TITLE: City Manager General Updates | | | |
| PREPARED BY: | | DEPARTMENT / WARD Administration - All | |
| AGENDA SECTION: | City Manager's Report | CAN ITEM BE RESCHEDULED? | |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: | | | |
| FISCAL IMPACT: | | | |
| AMOUNT: | | ACCOUNT No.: | |
| FROM FUND: | | TO FUND: | |
| EXPLANATION: General updates as provided by the City Manager. | | | |

| |
|---|
| STAFF COMMENTS AND BACKGROUND INFORMATION: |
| |

| | |
|-------------------------------------|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: | |
| | |

| | | | |
|-------------------------------------|----------------------------|----------------------|-----------|
| LIST CITY COUNCIL GOALS (5): | | | |
| | | | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregory Rose | MEETING DATE: | 12/9/2024 |

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



| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | CM20241209-02 |
|---|----------------------|

| | | | |
|---|-----------------------|---|-----|
| SUBJECT/TITLE: First (1st) Quarter Financial Report - September 30, 2024 | | | |
| PREPARED BY: Keith Cole - Director of Finance | | DEPARTMENT / WARD Finance / All | |
| AGENDA SECTION: | City Manager's Report | CAN ITEM BE RESCHEDULED? | Yes |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager is recommending acceptance of the 1st Quarter Financial Report as of September 30, 2024. | | | |
| FISCAL IMPACT: General Fund - revenues (under) expenses (\$4,095,335); Economic Development Retail Sales Tax - revenues (under) expenses (\$12,713); Capital Improvement Sales Tax - revenues over expenses \$176,536; Park Stormwater Sales Tax - revenues (under) expenses (\$289,894); Public Safety Sales Tax - revenues over expenses \$361,694; Fire Protection Sales Tax - revenues over expenses \$75,404 | | | |
| AMOUNT: | n/a | ACCOUNT No.: | n/a |
| FROM FUND: | n/a | TO FUND: | n/a |
| EXPLANATION: A powerpoint presentation will consist of an overview on the major funds for the 1st Quarter of fiscal year 2025, as of September 30, 2024. | | | |

| |
|--|
| STAFF COMMENTS AND BACKGROUND INFORMATION: Major Funds consists of: General Fund, Economic Development Retail Sales Tax Fund, Capital Improvement Sales Tax Fund, Park Stormwater Sales Tax Fund, Public Safety Sales Tax Fund, and Fire Protection Service Sales Tax Fund |
|--|

| | |
|---|-----|
| CIP No. | n/a |
| RELATED ITEMS / ATTACHMENTS: 1. Powerpoint Presentation - 1st Quarter, September 30, 2024, FY2025 2. 1st Quarter Financial Report - Statement of Revenues and Expenditures | |

| | | | |
|--|----------------------------|----------------------|------------------|
| LIST CITY COUNCIL GOALS (5): Prudent Fiscal Management | | | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregory Rose | MEETING DATE: | December 9, 2024 |

1st Quarter September 30, 2024

FY2025 Presentation

December 9, 2024

By

Keith Cole

Director of Finance



General Fund - Revenues

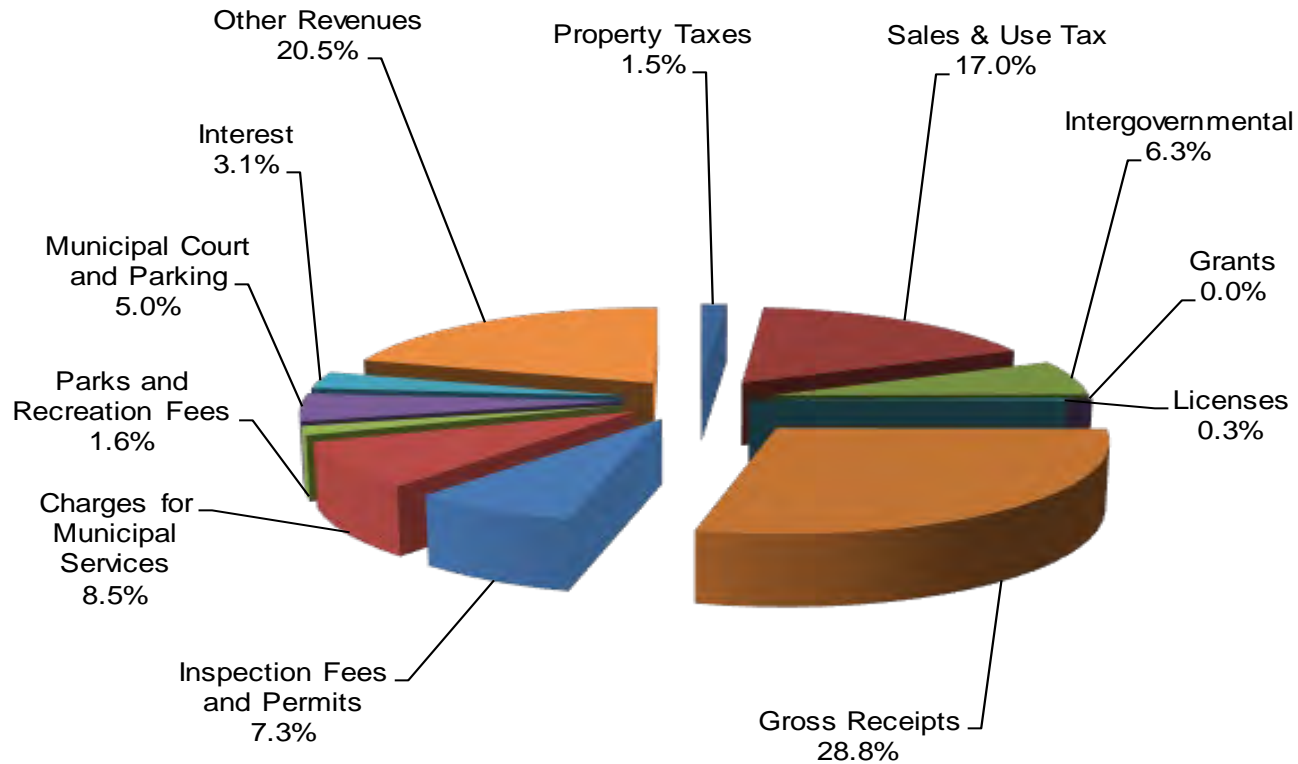
| | |
|---|--------------|
| Adjusted Budget | \$25,390,750 |
| YTD Actual | \$4,060,635 |
| Actual as % of Adjusted Budget | 16.0% |
| Increase/(Decrease) compared to same quarter of FY2024 | \$1,276,918 |

Key Points:

- Increase in Gross Receipts Tax of roughly \$101,990. The increase due to receiving more revenue in electric and water compared to what was received in PY 1st Quarter.
- Increase in Services Charges of roughly \$216,930 The increase mainly from collecting Ambulance Services charges.
- Increase in Interest Revenue of roughly \$92,020. Increase due to favorable market conditions in 1st Quarter.
- Increase in Other Revenue of roughly \$791,490. Increase mainly from receiving funds from the Subtext Development Issuance Fees, Legal Fees, and payment from Seafood City for outstanding bills.
- Increase in Inspection Fees & Permits of roughly \$82,500. Increase due to Building & Zoning permits.
- Note: The bulk of property tax revenue the City receives, will come during the months of December 2024 and January 2025.

Overall, revenues as a percent of budget show an increase of 6.4% when compared to the same quarter of FY24.

General Fund – Revenues Percentage as of YTD Actuals



General Fund - Expenditures

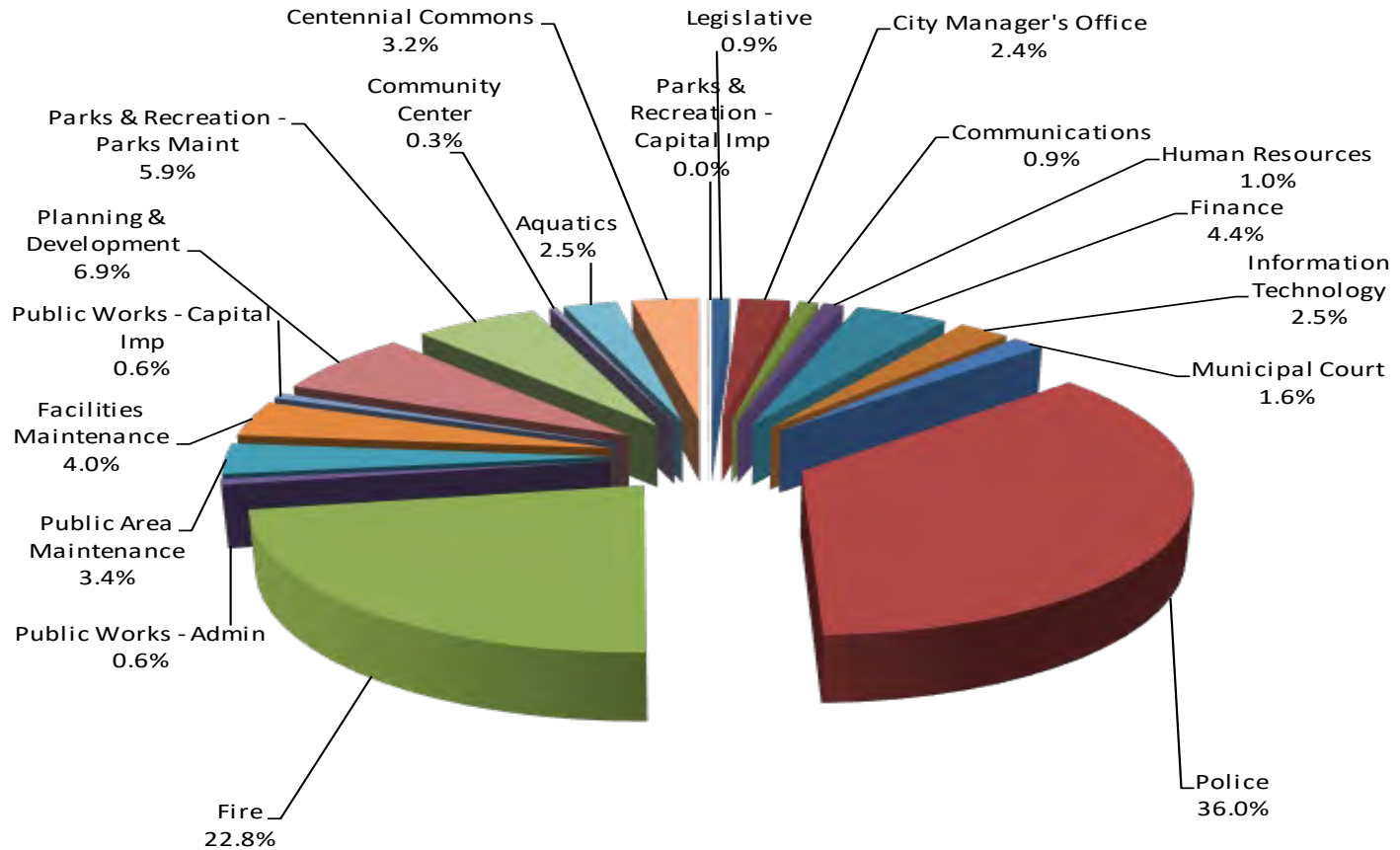
| | |
|---|--------------|
| Adjusted Budget | \$30,568,371 |
| YTD Actual | \$7,305,970 |
| Actual as % of Adjusted Budget | 23.9% |
| Increase/(Decrease) compared to same quarter of FY2024 | \$673,083 |

Key Points:

- Increase in expenditures in Police Department of roughly \$374,400. This is mainly due to increase in personnel services, such as overtime, medical insurance. Of the \$374,400, roughly \$236,980 is due from payroll and how the pay period falls between fiscal years, first part of July.
- Increase in expenditures in Fire Department of roughly \$124,940. This is mainly due to increase in personnel services and how the pay period falls between fiscal years, first part of July.
- Increase in expenditures in Aquatics of roughly \$117,700. This is mainly due to increase in professional services (Midwest Pool Management), electricity, and water.
- Increase in expenditures in Centennial Commons of roughly \$45,600. This is mainly due to increase in Salaries Part-Time and electricity.

Overall, the expenditures as a percent of budget increased by 2.8% when compared to the same quarter of FY2024.

General Fund – Expenditures Percentage as of YTD Actuals



Economic Development Retail Sales Tax - Revenues

| | |
|--|-------------|
| Adjusted Budget | \$1,200,300 |
| YTD Actual | \$92,722 |
| Actual as % of Adjusted Budget | 7.7% |
| Increase/(Decrease) compared to same quarter of FY2024 | \$2,452 |

Key Points:

- Sales Tax revenue for the first quarter of FY2025 has shown a slight increase of roughly 2.7% when compared to the same quarter of FY2024.
- Of the \$92,722 sales tax revenue, roughly \$52,340, or 56.4%, is generated from the TIF.
- Note: sales tax revenue is based on point of sale

Economic Development Retail Sales Tax - Expenditures

| | |
|---|-----------|
| Adjusted Budget | \$882,915 |
| YTD Actual | \$105,435 |
| Actual as % of Adjusted Budget | 5.7% |
| Increase/(Decrease) compared to same quarter of FY2024 | \$63,561 |

Key Points:

- Increase in expenditures mainly from façade improvement program and professional services.

Capital Improvement Sales Tax - Revenues

| | |
|---|-------------|
| Adjusted Budget | \$2,940,200 |
| YTD Actual | \$413,386 |
| Actual as % of Adjusted Budget | 14.1% |
| Increase/(Decrease) compared to same quarter of FY2024 | \$155,758 |

Key Points:

- Increase due to receiving reimbursement on Westgate Ave Improvement project and a refund excess cost share for River Des Peres of \$54,110.
- Note: revenue is generated from pooled sales tax from other cities in the county and is based on per capita.

Capital Improvement Sales Tax - Expenditures

| | |
|---|-------------|
| Adjusted Budget | \$2,417,198 |
| YTD Actual | \$136,850 |
| Actual as % of Adjusted Budget | 5.7% |
| Increase/(Decrease) compared to same quarter of FY2024 | \$(14,838) |

Key Points:

- Decrease in expenditures mainly from capital improvement projects that have been budgeted, have not been scheduled thus far in the fiscal year.

Park and Stormwater Sales Tax - Revenues

| | |
|---|-------------|
| Adjusted Budget | \$2,100,200 |
| YTD Actual | \$150,808 |
| Actual as % of Adjusted Budget | 7.2% |
| Increase/(Decrease) compared to same quarter of FY2024 | \$(2,225) |

Key Points:

- Sales Tax revenue for the first quarter of FY2025 has shown a slight decrease of roughly 1.4% when compared to the same quarter of FY2024.
- Of the \$150,808 sales tax revenue, roughly \$70,045, or 46.4%, is generated from the TIF.
- Note: sales tax revenue is based on point of sale

Park and Stormwater Sales Tax - Expenditures

| | |
|---|-------------|
| Adjusted Budget | \$1,401,865 |
| YTD Actual | \$440,702 |
| Actual as % of Adjusted Budget | 31.4% |
| Increase/(Decrease) compared to same quarter of FY2024 | \$357,041 |

Key Points:

- Increase in expenditures mainly from up front costs to the Army Corps of Engineers OMCI Stormwater Reimbursement Detention Basin 4 project.

Public Safety Sales Tax - Revenues

| | |
|---|-------------|
| Adjusted Budget | \$2,400,200 |
| YTD Actual | \$191,560 |
| Actual as % of Adjusted Budget | 8.0% |
| Increase/(Decrease) compared to same quarter of FY2024 | \$(20,874) |

Key Points:

- A small decrease, but thus far, revenues appears to be within reason when compared to 1st quarter of FY2024.

Public Safety Sales Tax - Expenditures

| | |
|---|-------------|
| Adjusted Budget | \$75,314 |
| YTD Actual | \$(170,134) |
| Actual as % of Adjusted Budget | (225.9%) |
| Increase/(Decrease) compared to same quarter of FY2024 | \$(6,037) |

Key Points:

- The negative expenditures is due to a check being voided in July, however, the void appears to be in error. Looking into the matter to get resolved.

Fire Protection Service Sales Tax - Revenues

| | |
|---|-------------|
| Adjusted Budget | \$1,050,000 |
| YTD Actual | \$75,404 |
| Actual as % of Adjusted Budget | 7.2% |
| Increase/(Decrease) compared to same quarter of FY2024 | \$(1,113) |

Key Points:

- Sales Tax revenue for the first quarter of FY2025 has shown a slight decrease of roughly 1.4% when compared to the same quarter of FY2024. Revenue appears to be within reason.
- Of the \$75,404 sales tax revenue, roughly \$35,020, or 46.4%, is generated from the TIF.
- Note: FY2025 Budget, Fire Protection Service Sales Tax was broken out into its own fund. Sales tax revenue is based on point of sale.

Fire Protection Service Sales Tax - Expenditures

- ▶ No Operational Expenditures have been budgeted for FY2025.

Questions

City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|--------------------------|----------------------------|-----------------------|----------------------------|--|---------------------------------------|--|
| <u>General Fund Revenues:</u> | | | | | | | |
| Property Taxes | 4,029,500 | 4,029,500 | 60,035 | | 1.5% | 45,573 | 1.1% |
| Sales and Use Taxes | 7,600,000 | 7,600,000 | 690,470 | | 9.1% | 790,662 | 9.0% |
| Gross Receipts Taxes | 6,130,000 | 6,130,000 | 1,169,368 | | 19.1% | 1,067,371 | 16.6% |
| Intergovernmental | 2,615,000 | 2,615,000 | 257,365 | | 9.8% | 233,821 | 8.6% |
| Grants | - | - | 131 | | 100.0% | - | 0.0% |
| Licenses | 707,300 | 707,300 | 13,793 | | 2.0% | 22,662 | 2.6% |
| Inspection Fees and Permits | 1,329,450 | 1,329,450 | 297,753 | | 22.4% | 215,235 | 16.2% |
| Charges for Municipal Services | 1,558,000 | 1,558,000 | 344,554 | | 22.1% | 127,615 | 7.6% |
| Parks and Recreation Fees | 445,000 | 445,000 | 64,953 | | 14.6% | 36,331 | 9.1% |
| Municipal Court and Parking | 663,500 | 663,500 | 204,440 | | 30.8% | 170,196 | 22.3% |
| Interest Revenue | 36,000 | 36,000 | 126,402 | | 351.1% | 34,373 | 8.9% |
| Other Revenues | 277,000 | 277,000 | 831,371 | | 300.1% | 39,878 | 10.9% |
| Total Revenues | 25,390,750 | 25,390,750 | 4,060,635 | | 16.0% | 2,783,717 | 9.6% |
| <u>General Fund Expenditures:</u> | | | | | | | |
| Legislative Services | 233,710 | 233,710 | 62,779 | 62,779 | 26.9% | 52,418 | 23.1% |
| City Manager's Office | 755,377 | 755,377 | 176,754 | 176,754 | 23.4% | 207,026 | 18.8% |
| Communications | 423,480 | 423,480 | 66,777 | 67,873 | 15.8% | 80,304 | 23.9% |
| Human Resources | 377,707 | 377,707 | 71,312 | 71,705 | 18.9% | 75,565 | 20.4% |
| Finance Department | 1,106,400 | 1,106,400 | 323,524 | 323,524 | 29.2% | 279,863 | 29.2% |
| Information Technology | 493,898 | 493,898 | 181,238 | 215,792 | 36.7% | 164,941 | 28.1% |
| Municipal Court | 466,445 | 466,445 | 114,302 | 114,302 | 24.5% | 99,697 | 22.9% |
| Police Department | 10,944,654 | 10,944,654 | 2,629,290 | 3,021,840 | 24.0% | 2,254,854 | 22.6% |
| Fire Department | 7,104,218 | 7,104,218 | 1,665,466 | 1,701,368 | 23.4% | 1,540,525 | 22.4% |
| Public Works - Admin. | 294,436 | 294,436 | 47,369 | 47,926 | 16.1% | 66,147 | 24.4% |
| Public Area Maintenance | 1,555,456 | 1,555,456 | 249,404 | 286,764 | 16.0% | 224,514 | 14.1% |
| Facilities Maintenance | 990,952 | 990,952 | 289,050 | 289,050 | 29.2% | 301,950 | 27.3% |
| Public Works - Capital Imp | - | - | 44,865 | 122,575 | 100.0% | 27,150 | 4.4% |
| Planning & Development | 2,151,925 | 2,151,925 | 505,391 | 505,391 | 23.5% | 399,934 | 20.1% |
| Parks & Recreation - Parks Maint | 1,999,694 | 1,999,694 | 432,657 | 576,750 | 21.6% | 567,132 | 27.2% |
| Community Center | 172,476 | 172,476 | 23,752 | 23,752 | 13.8% | 29,458 | 11.9% |
| Aquatics | 581,213 | 581,213 | 185,776 | 695,883 | 32.0% | 68,059 | 10.2% |
| Centennial Commons | 916,330 | 916,330 | 233,101 | 233,101 | 25.4% | 187,491 | 17.3% |
| Parks & Recreation - Capital Imp | - | - | 3,163 | 71,801 | 100.0% | 5,859 | 0.6% |
| Total Expenditures | 30,568,371 | 30,568,371 | 7,305,970 | 8,608,930 | 23.9% | 6,632,887 | 21.1% |
| Total Operating Surplus (Deficit) | (5,177,621) | (5,177,621) | (3,245,335) | | | (3,849,170) | |
| Insurance Recoveries | - | - | - | | | - | |
| Transfer In from Other Funds | 5,185,786 | 5,185,786 | - | | | - | |
| Transfer Out to Other Funds | (2,308,000) | (2,308,000) | (850,000) | | | (1,654,000) | |
| Total Other Financing Sources | 2,877,786 | 2,877,786 | (850,000) | | | (1,654,000) | |
| Operating Revenues Over (Under) Expenditures | (2,299,835) | (2,299,835) | (4,095,335) | | | (5,503,170) | |

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025**

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|------------------|--------------------|-----------------|--------------------|---|------------------------------|-------------------------------------|
| <u>Economic Development Retail Sales Tax</u> | | | | | | | |
| Sales and Use Taxes | 1,200,000 | 1,200,000 | 92,722 | | 7.7% | 90,270 | 8.0% |
| Interest Revenue | 300 | 300 | - | | 0.0% | - | 0.0% |
| Total Revenues | 1,200,300 | 1,200,300 | 92,722 | | 7.7% | 90,270 | 8.0% |
| <u>Economic Development Retail Sales Tax</u> | | | | | | | |
| Personnel Services | 224,325 | 224,325 | 53,381 | 53,381 | 23.8% | 43,983 | 17.3% |
| Contractual Services | 507,590 | 507,590 | 19,004 | 19,004 | 3.7% | 12,891 | 1.0% |
| Materials & Supplies | 1,000 | 1,000 | - | - | 0.0% | - | 0.0% |
| Capital Outlay | 150,000 | 150,000 | 33,050 | 33,050 | 22.0% | (15,000) | -8.6% |
| Total Expenditures | 882,915 | 882,915 | 105,435 | 105,435 | 11.9% | 41,874 | 2.5% |
| Total Operating Surplus (Deficit) | 317,385 | 317,385 | (12,713) | | | 48,396 | |
| Transfer Out | - | - | - | | | - | |
| Operating Revenues Over (Under) Expenditures | 317,385 | 317,385 | (12,713) | | | 48,396 | |

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025**

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|--------------------------|----------------------------|-----------------------|----------------------------|--|---------------------------------------|--|
| <u>Capital Improvement Sales Tax:</u> | | | | | | | |
| Sales and Use Taxes | 2,940,000 | 2,940,000 | 232,973 | | 7.9% | 257,628 | 8.8% |
| Grant Revenue | - | - | 126,302 | | 100.0% | - | 0.0% |
| Miscellaneous Revenues | - | - | 54,111 | | 100.0% | - | 0.0% |
| Interest Revenue | 200 | 200 | - | | 0.0% | - | 0.0% |
| Total Revenues | 2,940,200 | 2,940,200 | 413,386 | | 14.1% | 257,628 | 8.8% |
| <u>Capital Improvement Sales Tax:</u> | | | | | | | |
| Personnel Services | 351,361 | 351,361 | 95,142 | 95,142 | 27.1% | 78,790 | 21.7% |
| Contractual Services | 1,997 | 1,997 | 271 | 271 | 13.6% | 472 | 39.3% |
| Capital Outlay | 2,063,840 | 2,063,840 | 41,437 | 273,865 | 2.0% | 72,426 | 2.5% |
| Total Expenditures | 2,417,198 | 2,417,198 | 136,850 | 369,278 | 5.7% | 151,688 | 4.7% |
| Total Operating Surplus (Deficit) | 523,002 | 523,002 | 276,536 | | | 105,940 | |
| Transfer Out | (1,782,760) | (1,782,760) | (100,000) | | | - | |
| Operating Revenues Over (Under) Expenditures | (1,259,758) | (1,259,758) | 176,536 | | | 105,940 | |

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025**

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|--------------------|--------------------|------------------|--------------------|---|------------------------------|-------------------------------------|
| <u>Park and Stormwater Sales Tax:</u> | | | | | | | |
| Sales and Use Taxes | 2,100,000 | 2,100,000 | 150,808 | | 7.2% | 153,033 | 7.7% |
| Interest Revenue | 200 | 200 | - | | 0.0% | - | 0.0% |
| Total Revenues | 2,100,200 | 2,100,200 | 150,808 | | 7.2% | 153,033 | 7.3% |
| <u>Park and Stormwater Sales Tax:</u> | | | | | | | |
| Personnel Services | 316,109 | 316,109 | 68,124 | 68,124 | 21.6% | 61,432 | 21.6% |
| Contractual Services | 756 | 756 | 3,244 | 3,244 | 429.1% | 137 | 2.3% |
| Capital outlay | 1,085,000 | 1,085,000 | 369,334 | 385,236 | 34.0% | 22,092 | 1.6% |
| Total Expenditures | 1,401,865 | 1,401,865 | 440,702 | 456,604 | 31.4% | 83,661 | 5.1% |
| Total Operating Surplus (Deficit) | 698,335 | 698,335 | (289,894) | | | 69,372 | |
| Transfer Out | (1,252,488) | (1,252,488) | - | | | - | |
| Operating Revenues Over (Under) Expenditures | (554,153) | (554,153) | (289,894) | | | 69,372 | |

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025**

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|--------------------------|----------------------------|-----------------------|----------------------------|--|---------------------------------------|--|
| <u>Public Safety Sales Tax:</u> | | | | | | | |
| Sales and Use Taxes | 2,400,000 | 2,400,000 | 191,560 | | 8.0% | 212,434 | 9.1% |
| Interest Revenue | 200 | 200 | - | | 0.0% | - | 0.0% |
| Total Revenues | 2,400,200 | 2,400,200 | 191,560 | | 8.0% | 212,434 | 9.1% |
| <u>Public Safety Sales Tax:</u> | | | | | | | |
| Personnel Services | 75,314 | 75,314 | 18,356 | 18,356 | 24.4% | 15,136 | 21.2% |
| Capital Outlay | - | - | (188,490) | (188,490) | -100.0% | 34,550 | 3.6% |
| Debt Service | - | - | - | - | 0.0% | 114,411 | 99.8% |
| Total Expenditures | 75,314 | 75,314 | (170,134) | (170,134) | -225.9% | 164,097 | 14.0% |
| Total Operating Surplus (Deficit) | 2,324,886 | 2,324,886 | 361,694 | | | 48,337 | |
| Transfer Out | (1,955,533) | (1,955,533) | - | | | - | |
| Total Other Financing Sources | (1,955,533) | (1,955,533) | - | | | - | |
| Operating Revenues Over (Under) Expenditures | 369,353 | 369,353 | 361,694 | | | 48,337 | |

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025**

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|--------------------------|----------------------------|-----------------------|----------------------------|--|---------------------------------------|--|
| <u>Fire Protection Sales Tax:</u> | | | | | | | |
| Sales and Use Taxes | 1,050,000 | 1,050,000 | 75,404 | | 7.2% | - | 0.0% |
| Total Revenues | 1,050,000 | 1,050,000 | 75,404 | | 7.2% | - | 0.0% |
| <u>Fire Protection Sales Tax:</u> | | | | | | | |
| Personnel Services | - | - | - | - | 0.0% | - | 0.0% |
| Contractual Services | - | - | - | - | 0.0% | - | 0.0% |
| Capital Outlay | - | - | - | - | 0.0% | - | 0.0% |
| Total Expenditures | - | - | - | - | 0.0% | - | 0.0% |
| Total Operating Surplus (Deficit) | 1,050,000 | 1,050,000 | 75,404 | | | - | |
| Transfer Out to General Fund | (1,050,000) | (1,050,000) | - | | | - | |
| Total Other Financing Sources | (1,050,000) | (1,050,000) | - | | | - | |
| Operating Revenues Over (Under) Expenditures | - | - | 75,404 | | | - | |

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025**

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|------------------|--------------------|----------------|--------------------|---|------------------------------|-------------------------------------|
| <u>Fleet Operations:</u> | | | | | | | |
| Service to Other Jurisdictions | - | - | - | | 0.0% | 43 | 100.0% |
| Total Revenue | - | - | - | | 0.0% | 43 | 100.0% |
| <u>Fleet Operations:</u> | | | | | | | |
| Expenditures | 1,690,757 | 1,690,757 | 417,764 | 417,764 | 24.7% | 450,783 | 26.2% |
| Total Operating Surplus (Deficit) | (1,690,757) | (1,690,757) | (417,764) | | | (450,740) | |
| Transfer In from Other Funds | 1,700,000 | 1,700,000 | 750,000 | | | 1,654,000 | |
| Operating Revenues Over (Under) Expenditures | 9,243 | 9,243 | 332,236 | | | 1,203,260 | |

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025**

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|--------------------------|----------------------------|-----------------------|----------------------------|--|---------------------------------------|--|
| <u>Solid Waste Fund:</u> | | | | | | | |
| Service Charges | 3,400,000 | 3,400,000 | 715,968 | | 21.1% | 1,362,497 | 42.2% |
| Miscellaneous Revenues | 40,200 | 40,200 | 4,401 | | 10.9% | 4,963 | 12.3% |
| Grants | 120,000 | 120,000 | - | | 0.0% | - | 0.0% |
| Total Revenues | 3,560,200 | 3,560,200 | 720,369 | | 20.2% | 1,367,460 | 41.5% |
| <u>Solid Waste Fund:</u> | | | | | | | |
| Administration | 294,359 | 294,359 | 64,395 | 64,395 | 21.9% | 91,867 | 32.8% |
| Operations | 2,486,135 | 2,486,135 | 745,014 | 745,014 | 30.0% | 502,314 | 19.4% |
| Leaf Collection | 688,133 | 688,133 | 13,903 | 538,903 | 2.0% | 12,153 | 2.9% |
| Capital Improvement | 275,000 | 275,000 | 136,152 | 401,943 | 49.5% | - | 0.0% |
| Grants | 120,000 | 120,000 | - | - | 0.0% | - | 0.0% |
| Total Expenditures | 3,863,627 | 3,863,627 | 959,464 | 1,750,255 | 24.8% | 606,334 | 15.8% |
| Total Operating Surplus (Deficit) | (303,427) | (303,427) | (239,095) | | | 761,126 | |
| Transfer In | - | - | 200,000 | | | - | |
| Transfer Out | - | - | - | | | - | |
| Operating Revenues Over (Under) Expenditures | (303,427) | (303,427) | (39,095) | | | 761,126 | |

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025**

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|--------------------------|----------------------------|-----------------------|----------------------------|--|---------------------------------------|--|
| <u>Debt Service Fund:</u> | | | | | | | |
| Other Revenues | - | - | - | - | 0.0% | - | 0.0% |
| Total Revenues | - | - | - | - | 0.0% | - | 0.0% |
| <u>Debt Service Fund:</u> | | | | | | | |
| Expenses | - | - | - | - | 0.0% | 12 | 100.0% |
| Total Expenditures | - | - | - | - | 0.0% | 12 | 100.0% |
| Total Operating Surplus (Deficit) | - | - | - | - | - | (12) | - |
| Transfer In from Other Funds | 1,000,000 | 1,000,000 | - | - | - | - | - |
| Operating Revenues Over (Under) Expenditures | 1,000,000 | 1,000,000 | - | - | - | (12) | - |

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025**

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|--------------------------|----------------------------|-----------------------|----------------------------|--|---------------------------------------|--|
| <u>Sewer Lateral Fund:</u> | | | | | | | |
| Service Charges | 570,000 | 570,000 | 8,379 | | 1.5% | 7,141 | 1.3% |
| Total Revenues | 570,000 | 570,000 | 8,379 | | 1.5% | 7,141 | 1.3% |
| <u>Sewer Lateral Fund:</u> | | | | | | | |
| Personal Services | 93,005 | 93,005 | 23,181 | 23,181 | 24.9% | 19,189 | 20.4% |
| Contractual Services | 8,250 | 8,250 | 4,222 | 4,222 | 51.2% | 4,250 | 48.4% |
| Sewer Lateral Reimbursement | 400,000 | 400,000 | 48,226 | 83,786 | 12.1% | 38,870 | 10.3% |
| Total Expenditures | 501,255 | 501,255 | 75,629 | 111,189 | 15.1% | 62,309 | 12.9% |
| Total Operating Surplus (Deficit) | 68,745 | 68,745 | (67,250) | | | (55,168) | |
| Transfer Out to General Fund | (45,000) | (45,000) | - | | | - | |
| Operating Revenues Over (Under) Expenditures | 23,745 | 23,745 | (67,250) | | | (55,168) | |

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025**

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|------------------|--------------------|---------------|--------------------|---|------------------------------|-------------------------------------|
| <u>Grants:</u> | | | | | | | |
| Grant Revenue | 653,000 | 653,000 | - | | 0.0% | - | 0.0% |
| Total Revenues | 653,000 | 653,000 | - | | 0.0% | - | 0.0% |
| <u>Grants:</u> | | | | | | | |
| Capital outlay | 653,000 | 653,000 | - | - | 0.0% | 8,744 | 0.8% |
| Total Expenditures | 653,000 | 653,000 | - | - | 0.0% | 8,744 | 0.8% |
| Total Operating Surplus (Deficit) | - | - | - | | | (8,744) | |
| Transfer Out to General Fund | - | - | - | | | - | |
| Operating Revenues Over (Under) Expenditures | - | - | - | | | (8,744) | |

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025**

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|--------------------------|----------------------------|-----------------------|----------------------------|--|---------------------------------------|--|
| <u>Capital Projects Fund:</u> | | | | | | | |
| Interest Revenue | - | - | 188,661 | | 100.0% | - | 0.0% |
| Total Revenues | - | - | 188,661 | | 100.0% | - | 0.0% |
| <u>Capital Projects Fund:</u> | | | | | | | |
| Capital Outlay | - | - | 119,360 | 24,118,744 | 100.0% | - | 0.0% |
| Other | - | - | 403,982 | 403,982 | 100.0% | - | 0.0% |
| Debt Service | - | - | - | - | 0.0% | - | 0.0% |
| Total Expenditures | - | - | 523,342 | 24,522,726 | 100.0% | - | 0.0% |
| Total Operating Surplus (Deficit) | - | - | (334,681) | | | - | |
| Proceeds from Sale of Bonds | - | - | 25,795,000 | | | - | |
| Original Issue Premium | - | - | 1,708,111 | | | - | |
| Transfer Out | - | - | - | | | - | |
| Total Other Financing Sources | - | - | 27,503,111 | | | - | |
| Operating Revenues Over (Under) Expenditures | - | - | 27,168,430 | | | - | |

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025**

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|------------------|--------------------|---------------|--------------------|---|------------------------------|-------------------------------------|
| <u>Parking Garage:</u> | | | | | | | |
| Parking Revenue | 115,000 | 115,000 | 30,666 | | 26.7% | 27,223 | 23.8% |
| Miscellaneous | 54,000 | 54,000 | 13,638 | | 25.3% | 13,324 | 14.8% |
| Total Revenues | 169,000 | 169,000 | 44,304 | | 26.2% | 40,547 | 19.8% |
| <u>Parking Garage:</u> | | | | | | | |
| Personnel Services | 20,000 | 20,000 | - | - | 0.0% | - | 0.0% |
| Contractual Services | 81,770 | 81,770 | 30,037 | 30,037 | 36.7% | 29,539 | 37.3% |
| Material and Supplies | 18,000 | 18,000 | - | - | 0.0% | - | 0.0% |
| Total Expenditures | 119,770 | 119,770 | 30,037 | 30,037 | 25.1% | 29,539 | 29.8% |
| Total Operating Surplus (Deficit) | 49,230 | 49,230 | 14,267 | | | 11,008 | |
| Transfer Out | (153,220) | (153,220) | - | | | - | |
| Operating Revenues Over (Under) Expenditures | (103,990) | (103,990) | 14,267 | | | 11,008 | |

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025**

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|------------------|--------------------|----------------|--------------------|---|------------------------------|-------------------------------------|
| <u>Golf Course:</u> | | | | | | | |
| Golf Course Revenue | 1,000,000 | 1,000,000 | 443,036 | | 44.3% | 504,254 | 56.0% |
| Miscellaneous | - | - | - | | 0.0% | 210 | 0.0% |
| Total Revenues | 1,000,000 | 1,000,000 | 443,036 | | 44.3% | 504,464 | 56.1% |
| <u>Golf Course:</u> | | | | | | | |
| Personnel Services | 574,760 | 574,760 | 155,122 | 155,122 | 27.0% | 150,440 | 32.2% |
| Contractual Services | 270,626 | 270,626 | 95,819 | 134,289 | 35.4% | 111,824 | 44.5% |
| Material and Supplies | 173,600 | 173,600 | 21,135 | 21,135 | 12.2% | 46,437 | 28.3% |
| Capital outlay | 125,500 | 125,500 | - | - | 0.0% | - | 0.0% |
| Total Expenditures | 1,144,486 | 1,144,486 | 272,076 | 310,546 | 23.8% | 308,701 | 33.4% |
| Total Operating Surplus (Deficit) | (144,486) | (144,486) | 170,960 | | | 195,763 | |
| Transfer out | (96,020) | (96,020) | - | | | - | |
| Operating Revenues Over (Under) Expenditures | (240,506) | (240,506) | 170,960 | | | 195,763 | |

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025**

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|------------------|--------------------|----------------|--------------------|---|------------------------------|-------------------------------------|
| <u>Olive I-170 TIF Fund (T2) RPA-1</u> | | | | | | | |
| TIF Revenue | - | - | 193,425 | | 100.0% | 153,445 | 7.5% |
| CID Revenue | - | - | 443,242 | | 100.0% | 335,529 | 22.2% |
| Property Taxes | - | - | - | | 0.0% | 6,361 | 11.0% |
| Interest | - | - | 55,115 | | 100.0% | 64,180 | 21.1% |
| Total Revenues | - | - | 691,782 | | 100.0% | 559,515 | 14.2% |
| <u>Olive I-170 TIF Fund (T2) RPA-1</u> | | | | | | | |
| Total Expenditures | - | - | 6,820 | - | 100.0% | 3,660 | 0.1% |
| Total Operating Surplus (Deficit) | - | - | 684,962 | | | 555,855 | |
| Transfer In from Other Funds | - | - | - | | | - | |
| Operating Revenues Over (Under) Expenditures | - | - | 684,962 | | | 555,855 | |

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025**

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|--------------------------|----------------------------|-----------------------|----------------------------|--|---------------------------------------|--|
| <u>Third Ward Revitalization (T3) RPA-2</u> | | | | | | | |
| Property Taxes | - | - | 4,912 | | 100.0% | - | 0.0% |
| Miscellaneous Revenue | 92,000 | 92,000 | - | | 0.0% | - | 0.0% |
| Interest | - | - | 35,529 | | 100.0% | - | 0.0% |
| Total Revenues | 92,000 | 92,000 | 40,441 | | 44.0% | - | 0.0% |
| <u>Third Ward Revitalization (T3) RPA-2</u> | | | | | | | |
| Total Expenditures | - | - | 39,140 | - | 100.0% | 72,778 | 33.0% |
| Total Operating Surplus (Deficit) | 92,000 | 92,000 | 1,301 | | | (72,778) | |
| Transfer In | 212,000 | 212,000 | - | | | - | |
| Operating Revenues Over (Under) Expenditures | 304,000 | 304,000 | 1,301 | | | (72,778) | |

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025**

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|--------------------------|----------------------------|-----------------------|----------------------------|--|---------------------------------------|--|
| <u>Olive I-170 TIF Fund (T4) RPA-3</u> | | | | | | | |
| Property Taxes | - | - | 3,870 | | 100.0% | 10,751 | 2.3% |
| Total Revenues | - | - | 3,870 | | 100.0% | 10,751 | 2.1% |
| <u>Olive I-170 TIF Fund (T4) RPA-3</u> | | | | | | | |
| Total Expenditures | - | - | - | - | 0.0% | - | 0.0% |
| Total Operating Surplus (Deficit) | - | - | 3,870 | | | 10,751 | |
| Transfer In from Other Funds | - | - | - | | | - | |
| Operating Revenues Over (Under) Expenditures | - | - | 3,870 | | | 10,751 | |

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025**

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|--------------------------|----------------------------|-----------------------|----------------------------|--|---------------------------------------|--|
| <u>Police and Fire Pension:</u> | | | | | | | |
| Property Taxes | 1,190,000 | 1,190,000 | 11,986 | | 1.0% | (76,009) | -7.6% |
| Miscellaneous | 500 | 500 | - | | 0.0% | 1 | 0.0% |
| Interest Revenue | 1,250,000 | 1,250,000 | 1,742,500 | | 139.4% | (652,610) | -130.5% |
| Total Revenues | 2,440,500 | 2,440,500 | 1,754,486 | | 71.9% | (728,618) | -32.5% |
| <u>Police and Fire Pension:</u> | | | | | | | |
| Pension Administration | 164,151 | 164,151 | 46,469 | 46,469 | 28.3% | 36,457 | 28.1% |
| Pension Benefits | 2,675,562 | 2,675,562 | 591,874 | 591,874 | 22.1% | 858,117 | 39.3% |
| Total Expenditures | 2,839,713 | 2,839,713 | 638,343 | 638,343 | 22.5% | 894,574 | 38.6% |
| Total Operating Surplus (Deficit) | (399,213) | (399,213) | 1,116,143 | | | (1,623,192) | |
| Transfer In from Other Funds | 545,235 | 545,235 | - | | | - | |
| Operating Revenues Over (Under) Expenditures | 146,022 | 146,022 | 1,116,143 | | | (1,623,192) | |

**City of University City
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025**

| | Annual Budget | Adjusted Budget | YTD Actual | YTD With Encumb | 2025 Actual As % of Adjusted Budget | FY 2024 1st Qtr Actual | FY 2024 Actual As % of Budget |
|---|--------------------------|----------------------------|-----------------------|----------------------------|--|---------------------------------------|--|
| <u>Non-Uniformed Pension:</u> | | | | | | | |
| Miscellaneous | 1,002,650 | 1,002,650 | 79,242 | | 7.9% | 74,556 | 4.3% |
| Interest Revenue | 1,250,000 | 1,250,000 | 1,905,967 | | 152.5% | (708,082) | -141.6% |
| Total Revenues | 2,252,650 | 2,252,650 | 1,985,209 | | 88.1% | -633,526 | -28.4% |
| <u>Non-Uniformed Pension:</u> | | | | | | | |
| Pension Administration | 215,820 | 215,820 | 93,903 | 93,903 | 43.5% | 55,616 | 27.8% |
| Pension Benefits | 1,489,540 | 1,489,540 | 389,588 | 389,588 | 26.2% | 391,924 | 27.6% |
| Total Expenditures | 1,705,360 | 1,705,360 | 483,491 | 483,491 | 28.4% | 447,540 | 27.6% |
| Total Operating Surplus (Deficit) | 547,290 | 547,290 | 1,501,718 | | | (1,081,066) | |
| Transfer In | - | - | - | | | - | |
| Operating Revenues Over (Under) Expenditures | 547,290 | 547,290 | 1,501,718 | | | (1,081,066) | |

CITY OF UNIVERSITY CITY COUNCIL MEETING

AGENDA ITEM



| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | NB20241209-01 |
|---|----------------------|

SUBJECT/TITLE:
Compensation Ordinance Adjustments

| | |
|--|--------------------------------|
| PREPARED BY: Amy Williams - Director of HR | DEPARTMENT / WARD HR |
|--|--------------------------------|

| | |
|--|--|
| AGENDA SECTION: New Business - Bill 9563 | CAN ITEM BE RESCHEDULED? Yes |
|--|--|

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
 City Manager recommends updating the Pay Ordinance with the following changes:
 - Reclassifying one Assistant City Manager to Deputy City Manager, Support Services
 - Renaming the other Deputy City Manager/Director of Economic Development to Deputy City Manager, Development
 - Reclassifying Sanitation Superintendent to the Director of Sanitation
 - Reclassify one Economic Development Specialist to Economic Development Manager
 - Create a Third Ward Revitalization Coordinator

FISCAL IMPACT:
 At the maximum salary level, the maximum fiscal impact potential could be up to:
 - \$25,365 for the DCM, \$23,335 for the Director of Sanitation, and \$13,373 for the Economic Development Manager
 - \$116,243 for the Third Ward Revitalization Coordinator

| | |
|---------------------|---------------------------|
| AMOUNT: 0 | ACCOUNT No.: NA |
|---------------------|---------------------------|

| | |
|--|--------------------------------------|
| FROM FUND: General Fund – 01 | TO FUND: General Fund – 01 |
|--|--------------------------------------|

EXPLANATION:
 The proposed ordinance seeks to adjust the structure of the administrative team, by elevating one Assistant City Manager position to a Deputy City Manager overseeing IT, HR, Facilities and Communications. The DCM of Development will oversee Community Development, Public Works, Parks, and Planning and Zoning. This proposal also creates a Sanitation Department with a Director that oversees that new Department and creates a Third Ward Revitalization position.

STAFF COMMENTS AND BACKGROUND INFORMATION:
 The proposed changes to this ordinance seek to reclassify positions and add one position, mainly in an effort to restructure the administration with less Department heads reporting directly to the City Manager, and more focus and oversight on certain tasks and responsibilities

| | |
|----------------|-----|
| CIP No. | n/a |
|----------------|-----|

RELATED ITEMS / ATTACHMENTS:
 Bill No 9563

LIST CITY COUNCIL GOALS (S):
 Employees

| | |
|--|--|
| RESPECTFULLY SUBMITTED: City Manager, Gregory Rose | MEETING DATE: December 9, 2024 |
|--|--|

INTRODUCED BY:

DATE: December 9, 2024

BILL NO. 9563

ORDINANCE NO:

AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN FROM AND AFTER JANUARY 13, 2025, AND REPEALING ORDINANCE NO. 7360.

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

Section 1. From and after January 13, 2025, 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

Steps

| Grade | Position Title | Pay Frequency | Steps | | | | | | | | | |
|-------|--------------------|---------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | | | A | B | C | D | E | F | G | H | I | J |
| 1 | | Annually | \$ 29,409.7143 | \$ 30,880.2027 | \$ 32,424.2101 | \$ 34,045.4222 | \$ 35,747.6934 | \$ 37,535.0788 | \$ 39,411.8328 | \$ 41,382.4244 | \$ 43,451.5456 | \$ 45,624.1229 |
| | | Monthly | \$ 2,450.8095 | \$ 2,573.3502 | \$ 2,702.0175 | \$ 2,837.1185 | \$ 2,978.9744 | \$ 3,127.9232 | \$ 3,284.3194 | \$ 3,448.5354 | \$ 3,620.9621 | \$ 3,802.0102 |
| | | Bi-Weekly | \$ 1,131.1429 | \$ 1,187.7001 | \$ 1,247.0850 | \$ 1,309.4393 | \$ 1,374.9113 | \$ 1,443.6569 | \$ 1,515.8397 | \$ 1,591.6317 | \$ 1,671.2133 | \$ 1,754.7740 |
| | | Hourly | \$ 14.1393 | \$ 14.8463 | \$ 15.5886 | \$ 16.3680 | \$ 17.1864 | \$ 18.0457 | \$ 18.9480 | \$ 19.8954 | \$ 20.8902 | \$ 21.9347 |
| 2 | | Annually | \$ 30,880.2681 | \$ 32,424.2815 | \$ 34,045.4956 | \$ 35,747.7704 | \$ 37,535.1589 | \$ 39,411.9169 | \$ 41,382.5127 | \$ 43,451.6383 | \$ 45,624.2203 | \$ 47,905.4313 |
| | | Monthly | \$ 2,573.3557 | \$ 2,702.0235 | \$ 2,837.1246 | \$ 2,978.9809 | \$ 3,127.9299 | \$ 3,284.3264 | \$ 3,448.5427 | \$ 3,620.9699 | \$ 3,802.0184 | \$ 3,992.1193 |
| | | Bi-Weekly | \$ 1,187.7026 | \$ 1,247.0878 | \$ 1,309.4421 | \$ 1,374.9142 | \$ 1,443.6600 | \$ 1,515.8430 | \$ 1,591.6351 | \$ 1,671.2169 | \$ 1,754.7777 | \$ 1,842.5166 |
| | | Hourly | \$ 14.8463 | \$ 15.5886 | \$ 16.3680 | \$ 17.1864 | \$ 18.0457 | \$ 18.9480 | \$ 19.8954 | \$ 20.8902 | \$ 21.9347 | \$ 23.0315 |
| 3 | | Annually | \$ 32,424.4023 | \$ 34,045.6225 | \$ 35,747.9036 | \$ 37,535.2988 | \$ 39,412.0637 | \$ 41,382.6669 | \$ 43,451.8002 | \$ 45,624.3902 | \$ 47,905.6097 | \$ 50,300.8902 |
| | | Monthly | \$ 2,702.0335 | \$ 2,837.1352 | \$ 2,978.9920 | \$ 3,127.9416 | \$ 3,284.3386 | \$ 3,448.5556 | \$ 3,620.9834 | \$ 3,802.0325 | \$ 3,992.1341 | \$ 4,191.7409 |
| | | Bi-Weekly | \$ 1,247.0924 | \$ 1,309.4470 | \$ 1,374.9194 | \$ 1,443.6653 | \$ 1,515.8486 | \$ 1,591.6410 | \$ 1,671.2231 | \$ 1,754.7842 | \$ 1,842.5235 | \$ 1,934.6496 |
| | | Hourly | \$ 15.5887 | \$ 16.3681 | \$ 17.1865 | \$ 18.0458 | \$ 18.9481 | \$ 19.8955 | \$ 20.8903 | \$ 21.9348 | \$ 23.0315 | \$ 24.1831 |
| 4 | Parking Attendant | Annually | \$ 34,045.6334 | \$ 35,747.9151 | \$ 37,535.3109 | \$ 39,412.0764 | \$ 41,382.6802 | \$ 43,451.8142 | \$ 45,624.4050 | \$ 47,905.6252 | \$ 50,300.9065 | \$ 52,815.9518 |
| | Police/Fire Cadet | Monthly | \$ 2,837.1361 | \$ 2,978.9929 | \$ 3,127.9426 | \$ 3,284.3397 | \$ 3,448.5567 | \$ 3,620.9845 | \$ 3,802.0337 | \$ 3,992.1354 | \$ 4,191.7422 | \$ 4,401.3293 |
| | Clerk Typist | Bi-Weekly | \$ 1,309.4474 | \$ 1,374.9198 | \$ 1,443.6658 | \$ 1,515.8491 | \$ 1,591.6415 | \$ 1,671.2236 | \$ 1,754.7848 | \$ 1,842.5240 | \$ 1,934.6502 | \$ 2,031.3828 |
| | | Hourly | \$ 16.3681 | \$ 17.1865 | \$ 18.0458 | \$ 18.9481 | \$ 19.8955 | \$ 20.8903 | \$ 21.9348 | \$ 23.0316 | \$ 24.1831 | \$ 25.3923 |
| 5 | Custodian | Annually | \$ 35,747.9151 | \$ 37,535.3109 | \$ 39,412.0764 | \$ 41,382.6802 | \$ 43,451.8142 | \$ 45,624.4050 | \$ 47,905.6252 | \$ 50,300.9065 | \$ 52,815.9518 | \$ 55,456.7494 |
| | | Monthly | \$ 2,978.9929 | \$ 3,127.9426 | \$ 3,284.3397 | \$ 3,448.5567 | \$ 3,620.9845 | \$ 3,802.0337 | \$ 3,992.1354 | \$ 4,191.7422 | \$ 4,401.3293 | \$ 4,621.3958 |
| | | Bi-Weekly | \$ 1,374.9198 | \$ 1,443.6658 | \$ 1,515.8491 | \$ 1,591.6415 | \$ 1,671.2236 | \$ 1,754.7848 | \$ 1,842.5240 | \$ 1,934.6502 | \$ 2,031.3828 | \$ 2,132.9519 |
| | | Hourly | \$ 17.1865 | \$ 18.0458 | \$ 18.9481 | \$ 19.8955 | \$ 20.8903 | \$ 21.9348 | \$ 23.0316 | \$ 24.1831 | \$ 25.3923 | \$ 26.6619 |
| 6 | Laborer | Annually | \$ 37,535.3109 | \$ 39,412.0764 | \$ 41,382.6802 | \$ 43,451.8142 | \$ 45,624.4050 | \$ 47,905.6252 | \$ 50,300.9065 | \$ 52,815.9518 | \$ 55,456.7494 | \$ 58,229.5868 |
| | Compliance Officer | Monthly | \$ 3,127.9426 | \$ 3,284.3397 | \$ 3,448.5567 | \$ 3,620.9845 | \$ 3,802.0337 | \$ 3,992.1354 | \$ 4,191.7422 | \$ 4,401.3293 | \$ 4,621.3958 | \$ 4,852.4656 |
| | | Bi-Weekly | \$ 1,443.6658 | \$ 1,515.8491 | \$ 1,591.6415 | \$ 1,671.2236 | \$ 1,754.7848 | \$ 1,842.5240 | \$ 1,934.6502 | \$ 2,031.3828 | \$ 2,132.9519 | \$ 2,239.5995 |
| | | Hourly | \$ 18.0458 | \$ 18.9481 | \$ 19.8955 | \$ 20.8903 | \$ 21.9348 | \$ 23.0316 | \$ 24.1831 | \$ 25.3923 | \$ 26.6619 | \$ 27.9950 |

SCHEDULE A - BASE PAY STEPS FOR CLASSIFIED EMPLOYEES

Steps

| Grade | Position Title | Pay Frequency | Steps | | | | | | | | | |
|-------|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| | | | A | B | C | D | E | F | G | H | I | J |
| 7 | Advanced Clerk Typist | Annually | \$39,411.8842 | \$41,382.4784 | \$43,451.6024 | \$45,624.1825 | \$47,905.3916 | \$50,300.6612 | \$52,815.6942 | \$55,456.4789 | \$58,229.3029 | \$61,140.7680 |
| | Laborer-Light Equipment Operator | Monthly | \$3,284.3237 | \$3,448.5399 | \$3,620.9669 | \$3,802.0152 | \$3,992.1160 | \$4,191.7218 | \$4,401.3079 | \$4,621.3732 | \$4,852.4419 | \$5,095.0640 |
| | | Bi-Weekly | \$1,515.8417 | \$1,591.6338 | \$1,671.2155 | \$1,754.7762 | \$1,842.5151 | \$1,934.6408 | \$2,031.3729 | \$2,132.9415 | \$2,239.5886 | \$2,351.5680 |
| | | Hourly | \$18.9480 | \$19.8954 | \$20.8902 | \$21.9347 | \$23.0314 | \$24.1830 | \$25.3922 | \$26.6618 | \$27.9949 | \$29.3946 |
| 8 | Administrative Secretary | Annually | \$41,776.6280 | \$43,865.4594 | \$46,058.7324 | \$48,361.6690 | \$50,779.7525 | \$53,318.7401 | \$55,984.6771 | \$58,783.9109 | \$61,723.1065 | \$64,809.2618 |
| | Assistant to the Prosecutor | Monthly | \$3,481.3857 | \$3,655.4550 | \$3,838.2277 | \$4,030.1391 | \$4,231.6460 | \$4,443.2283 | \$4,665.3898 | \$4,898.6592 | \$5,143.5922 | \$5,400.7718 |
| | Court Clerk II | Bi-Weekly | \$1,606.7934 | \$1,687.1331 | \$1,771.4897 | \$1,860.0642 | \$1,953.0674 | \$2,050.7208 | \$2,153.2568 | \$2,260.9197 | \$2,373.9656 | \$2,492.6639 |
| | Equipment Operator | Hourly | \$20.0849 | \$21.0892 | \$22.1436 | \$23.2508 | \$24.4133 | \$25.6340 | \$26.9157 | \$28.2615 | \$29.6746 | \$31.1583 |
| | Account Clerk II | | | | | | | | | | | |
| 9 | Administrative Assistant | Annually | \$45,999.4709 | \$48,299.4445 | \$50,714.4167 | \$53,250.1375 | \$55,912.6444 | \$58,708.2766 | \$61,643.6905 | \$64,725.8750 | \$67,962.1687 | \$72,573.4057 |
| | Accounts Payable Specialist | Monthly | \$3,833.2892 | \$4,024.9537 | \$4,226.2014 | \$4,437.5115 | \$4,659.3870 | \$4,892.3564 | \$5,136.9742 | \$5,393.8229 | \$5,663.5141 | \$6,047.7838 |
| | Dispatcher | Bi-Weekly | \$1,769.2104 | \$1,857.6709 | \$1,950.5545 | \$2,048.0822 | \$2,150.4863 | \$2,258.0106 | \$2,370.9112 | \$2,489.4567 | \$2,613.9296 | \$2,791.2848 |
| | Executive Secretary to the Director | Hourly | \$22.1151 | \$23.2209 | \$24.3819 | \$25.6010 | \$26.8811 | \$28.2251 | \$29.6364 | \$31.1182 | \$32.6741 | \$34.8911 |
| | 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

Steps

| Grade | Position Title | Pay Frequency | Steps | | | | | | | | | |
|---------------------------------------|--------------------------------------|---------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | | | A | B | C | D | E | F | G | H | I | J |
| 10 | Accountant | Annually | \$ 51,519.4074 | \$ 54,095.3778 | \$ 56,800.1467 | \$ 59,640.1540 | \$ 62,622.1617 | \$ 65,753.2698 | \$ 69,040.9333 | \$ 72,492.9800 | \$ 76,117.6290 | \$ 81,282.2074 |
| | Administrative Analyst | Monthly | \$ 4,293.2840 | \$ 4,507.9482 | \$ 4,733.3456 | \$ 4,970.0128 | \$ 5,218.5135 | \$ 5,479.4392 | \$ 5,753.4111 | \$ 6,041.0817 | \$ 6,343.1357 | \$ 6,773.5173 |
| | Budget Analyst-Purchasing Specialist | Bi-Weekly | \$ 1,981.5157 | \$ 2,080.5915 | \$ 2,184.6210 | \$ 2,293.8521 | \$ 2,408.5447 | \$ 2,528.9719 | \$ 2,655.4205 | \$ 2,788.1915 | \$ 2,927.6011 | \$ 3,126.2387 |
| | Crew Leader | Hourly | \$ 24.7689 | \$ 26.0074 | \$ 27.3078 | \$ 28.6732 | \$ 30.1068 | \$ 31.6121 | \$ 33.1928 | \$ 34.8524 | \$ 36.5950 | \$ 39.0780 |
| | Crime Analyst | | | | | | | | | | | |
| | Human Resources Generalist | | | | | | | | | | | |
| | Information Technology Specialist | | | | | | | | | | | |
| | Lead Dispatcher - Supervisor | | | | | | | | | | | |
| | Lead Inspector | | | | | | | | | | | |
| | Mechanic II | | | | | | | | | | | |
| | Planner | | | | | | | | | | | |
| | Public Works Parks Inspector | | | | | | | | | | | |
| | Recreation Supervisor II | | | | | | | | | | | |
| | 11 | Court Administrator | Annually | \$ 57,701.7363 | \$ 60,586.8231 | \$ 63,616.1643 | \$ 66,796.9725 | \$ 70,136.8211 | \$ 73,643.6622 | \$ 77,325.8453 | \$ 81,192.1376 | \$ 85,251.7445 |
| Facilities Manager | | Monthly | \$ 4,808.4780 | \$ 5,048.9019 | \$ 5,301.3470 | \$ 5,566.4144 | \$ 5,844.7351 | \$ 6,136.9719 | \$ 6,443.8204 | \$ 6,766.0115 | \$ 7,104.3120 | \$ 7,586.3394 |
| Fleet Manager | | Bi-Weekly | \$ 2,219.2976 | \$ 2,330.2624 | \$ 2,446.7756 | \$ 2,569.1143 | \$ 2,697.5700 | \$ 2,832.4485 | \$ 2,974.0710 | \$ 3,122.7745 | \$ 3,278.9132 | \$ 3,501.3874 |
| Financial Analyst | | Hourly | \$ 27.7412 | \$ 29.1283 | \$ 30.5847 | \$ 32.1139 | \$ 33.7196 | \$ 35.4056 | \$ 37.1759 | \$ 39.0347 | \$ 40.9864 | \$ 43.7673 |
| Forestry Supervisor | | | | | | | | | | | | |
| Golf Manager | | | | | | | | | | | | |
| Golf Superintendent | | | | | | | | | | | | |
| Multi-Discipline Inspector | | | | | | | | | | | | |
| Parks Supervisor | | | | | | | | | | | | |
| Project Manager I | | | | | | | | | | | | |
| Senior Accountant | | | | | | | | | | | | |
| Street Supervisor | | | | | | | | | | | | |
| Third Ward Revitalization Coordinator | | | | | | | | | | | | |

SCHEDULE A - BASE PAY STEPS FOR CLASSIFIED EMPLOYEES

Steps

| Grade | Position Title | Pay Frequency | Steps | | | | | | | | | |
|-------|---|---------------|----------------|----------------|----------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | | | A | B | C | D | E | F | G | H | I | J |
| 12 | Communications Manager | Annually | \$ 65,202.9621 | \$ 68,463.1102 | \$ 71,886.2657 | \$ 75,480.5789 | \$ 79,254.6079 | \$ 83,217.3383 | \$ 87,378.2052 | \$ 91,747.1155 | \$ 96,334.4712 | \$ 102,870.7656 |
| | Economic Development Specialist | Monthly | \$ 5,433.5802 | \$ 5,705.2592 | \$ 5,990.5221 | \$ 6,290.0482 | \$ 6,604.5507 | \$ 6,934.7782 | \$ 7,281.5171 | \$ 7,645.5930 | \$ 8,027.8726 | \$ 8,572.5638 |
| | Human Resources Manager | Bi-Weekly | \$ 2,507.8062 | \$ 2,633.1965 | \$ 2,764.8564 | \$ 2,903.0992 | \$ 3,048.2541 | \$ 3,200.6669 | \$ 3,360.7002 | \$ 3,528.7352 | \$ 3,705.1720 | \$ 3,956.5679 |
| | Information Technology Manager | Hourly | \$ 31.3476 | \$ 32.9150 | \$ 34.5607 | \$ 36.2887 | \$ 38.1032 | \$ 40.0083 | \$ 42.0088 | \$ 44.1092 | \$ 46.3146 | \$ 49.4571 |
| | Public Safety IT Manager | | | | | | | | | | | |
| | Purchasing Manager | | | | | | | | | | | |
| | Planning- Zoning Administrator | | | | | | | | | | | |
| | Project Manager II | | | | | | | | | | | |
| | Senior Planner | | | | | | | | | | | |
| | Senior Public Works Manager | | | | | | | | | | | |
| | Senior Building Inspector-Plan Reviewer | | | | | | | | | | | |
| 13 | Deputy Director of Recreation | Annually | \$ 73,679.3471 | \$ 77,363.3145 | \$ 81,231.4802 | \$ 85,293.0542 | \$ 89,557.7069 | \$ 94,035.5923 | \$ 98,737.3719 | \$ 103,674.2405 | \$ 108,857.9525 | \$ 116,243.9694 |
| | Deputy Director of Parks Maintenance | Monthly | \$ 6,139.9456 | \$ 6,446.9429 | \$ 6,769.2900 | \$ 7,107.7545 | \$ 7,463.1422 | \$ 7,836.2994 | \$ 8,228.1143 | \$ 8,639.5200 | \$ 9,071.4960 | \$ 9,686.9974 |
| | Deputy Dir. of Planning & Dev./Bldg. Commissioner | Bi-Weekly | \$ 2,833.8210 | \$ 2,975.5121 | \$ 3,124.2877 | \$ 3,280.5021 | \$ 3,444.5272 | \$ 3,616.7535 | \$ 3,797.5912 | \$ 3,987.4708 | \$ 4,186.8443 | \$ 4,470.9219 |
| | Assistant Director of Public Works | Hourly | \$ 35.4228 | \$ 37.1939 | \$ 39.0536 | \$ 41.0063 | \$ 43.0566 | \$ 45.2094 | \$ 47.4699 | \$ 49.8434 | \$ 52.3356 | \$ 55.8865 |
| | Economic Development Manager | | | | | | | | | | | |
| 14 | Assistant Director of Finance | Annually | \$ 84,731.2492 | \$ 88,967.8116 | \$ 93,416.2022 | \$ 98,087.0123 | \$ 102,991.3630 | \$ 108,140.9311 | \$ 113,547.9777 | \$ 119,225.3765 | \$ 125,186.6454 | \$ 133,680.5583 |
| | | Monthly | \$ 7,060.9374 | \$ 7,413.9843 | \$ 7,784.6835 | \$ 8,173.9177 | \$ 8,582.6136 | \$ 9,011.7443 | \$ 9,462.3315 | \$ 9,935.4480 | \$ 10,432.2204 | \$ 11,140.0465 |
| | | Bi-Weekly | \$ 3,258.8942 | \$ 3,421.8389 | \$ 3,592.9309 | \$ 3,772.5774 | \$ 3,961.2063 | \$ 4,159.2666 | \$ 4,367.2299 | \$ 4,585.5914 | \$ 4,814.8710 | \$ 5,141.5599 |
| | | Hourly | \$ 40.7362 | \$ 42.7730 | \$ 44.9116 | \$ 47.1572 | \$ 49.5151 | \$ 51.9908 | \$ 54.5904 | \$ 57.3199 | \$ 60.1859 | \$ 64.2695 |

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 | \$ 56,111.9300 | \$ 58,917.5265 | \$ 61,863.4028 | \$ 64,956.5730 | \$ 68,204.4016 | \$ 72,832.0800 |
| | | Monthly | \$ 4,675.9942 | \$ 4,909.7939 | \$ 5,155.2836 | \$ 5,413.0477 | \$ 5,683.7001 | \$ 6,069.3400 |
| | | Bi-Weekly | \$ 2,158.1512 | \$ 2,266.0587 | \$ 2,379.3616 | \$ 2,498.3297 | \$ 2,623.2462 | \$ 2,801.2338 |
| | | Hourly | \$ 26.9769 | \$ 28.3257 | \$ 29.7420 | \$ 31.2291 | \$ 32.7906 | \$ 35.0154 |
| P-2 | Police Officer | Annually | \$ 64,812.3200 | \$ 68,052.9360 | \$ 71,455.5828 | \$ 75,028.3619 | \$ 78,779.7800 | \$ 84,124.7800 |
| | | Monthly | \$ 5,401.0267 | \$ 5,671.0780 | \$ 5,954.6319 | \$ 6,252.3635 | \$ 6,564.9817 | \$ 7,010.3983 |
| | | Bi-Weekly | \$ 2,492.7815 | \$ 2,617.4206 | \$ 2,748.2916 | \$ 2,885.7062 | \$ 3,029.9915 | \$ 3,235.5685 |
| | | Hourly | \$ 31.1598 | \$ 32.7178 | \$ 34.3536 | \$ 36.0713 | \$ 37.8749 | \$ 40.4446 |
| P-3 | Police Sergeant | Annually | \$ 79,675.9200 | \$ 83,659.7160 | \$ 87,842.7018 | \$ 92,234.8369 | \$ 96,846.5787 | \$ 103,417.6200 |
| | | Monthly | \$ 6,639.6600 | \$ 6,971.6430 | \$ 7,320.2252 | \$ 7,686.2364 | \$ 8,070.5482 | \$ 8,618.1350 |
| | | Bi-Weekly | \$ 3,064.4585 | \$ 3,217.6814 | \$ 3,378.5655 | \$ 3,547.4937 | \$ 3,724.8684 | \$ 3,977.6008 |
| | | Hourly | \$ 38.3057 | \$ 40.2210 | \$ 42.2321 | \$ 44.3437 | \$ 46.5609 | \$ 49.7200 |
| P-4 | Police Lieutenant | Annually | \$ 91,912.5200 | \$ 96,508.1460 | \$ 101,333.5533 | \$ 106,400.2310 | \$ 113,619.4900 | |
| | | Monthly | \$ 7,659.3767 | \$ 8,042.3455 | \$ 8,444.4628 | \$ 8,866.6859 | \$ 9,468.2908 | |
| | | Bi-Weekly | \$ 3,535.0969 | \$ 3,711.8518 | \$ 3,897.4444 | \$ 4,092.3166 | \$ 4,369.9804 | |
| | | Hourly | \$ 44.1887 | \$ 46.3981 | \$ 48.7181 | \$ 51.1540 | \$ 54.6248 | |
| P-5 | Police Captain | Annually | \$ 102,335.0100 | \$ 107,451.7605 | \$ 112,824.3485 | \$ 118,465.5660 | \$ 126,503.4500 | |
| | | Monthly | \$ 8,527.9175 | \$ 8,954.3134 | \$ 9,402.0290 | \$ 9,872.1305 | \$ 10,541.9542 | |
| | | Bi-Weekly | \$ 3,935.9619 | \$ 4,132.7600 | \$ 4,339.3980 | \$ 4,556.3679 | \$ 4,865.5173 | |
| | | Hourly | \$ 49.1995 | \$ 51.6595 | \$ 54.2425 | \$ 56.9546 | \$ 60.8190 | |
| P-6 | Deputy Police Chief | Annually | \$ 111,495.4100 | \$ 117,070.1805 | \$ 122,923.6895 | \$ 129,069.8740 | \$ 137,827.2700 | |
| | Major | Monthly | \$ 9,291.2842 | \$ 9,755.8484 | \$ 10,243.6408 | \$ 10,755.8228 | \$ 11,485.6058 | |
| | | Bi-Weekly | \$ 4,288.2850 | \$ 4,502.6993 | \$ 4,727.8342 | \$ 4,964.2259 | \$ 5,301.0488 | |
| | | Hourly | \$ 53.6036 | \$ 56.2837 | \$ 59.0979 | \$ 62.0528 | \$ 66.2631 | |

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 | \$68,093.0919 | \$71,497.7465 | \$75,072.6338 | \$78,826.2655 | \$82,767.5788 | \$88,383.3900 |
| | | Monthly | \$5,674.4243 | \$5,958.1455 | \$6,256.0528 | \$6,568.8555 | \$6,897.2982 | \$7,365.2825 |
| | | Bi-weekly | \$2,618.9651 | \$2,749.9133 | \$2,887.4090 | \$3,031.7794 | \$3,183.3684 | \$3,399.3612 |
| | | Hourly | \$23.3836 | \$24.5528 | \$25.7804 | \$27.0695 | \$28.4229 | \$30.3514 |
| F-2 | Paramedic Fire Captain | Annually | \$79,794.9863 | \$83,994.3255 | \$88,415.0768 | \$93,068.5067 | \$97,966.8459 | \$104,876.0930 |
| | | Monthly | \$6,649.5822 | \$6,999.5271 | \$7,367.9231 | \$7,755.7089 | \$8,163.9038 | \$8,739.6744 |
| | | Bi-weekly | \$3,069.0379 | \$3,230.5510 | \$3,400.5799 | \$3,579.5580 | \$3,767.9556 | \$4,033.6959 |
| | | Hourly | \$27.4021 | \$28.8442 | \$30.3623 | \$31.9603 | \$33.6425 | \$36.0151 |
| F-3 | Battalion Chief | Annually | \$93,905.2321 | \$98,847.9268 | \$104,050.5022 | \$109,526.8433 | \$117,251.3689 | |
| | | Monthly | \$7,825.4360 | \$8,237.3272 | \$8,670.8752 | \$9,127.2369 | \$9,770.9474 | |
| | | Bi-weekly | \$3,611.7397 | \$3,801.8433 | \$4,001.9424 | \$4,212.5709 | \$4,509.6680 | |
| | | Hourly | \$32.2477 | \$33.9450 | \$35.7316 | \$37.6122 | \$40.2649 | |
| F-5 | Deputy Fire Chief | Annually | \$106,113.68250 | \$111,698.37490 | \$117,577.23460 | \$123,765.51710 | \$132,494.24300 | |
| | | Monthly | \$8,842.80688 | \$9,308.19791 | \$9,798.10288 | \$10,313.79309 | \$11,041.18692 | |
| | | Bi-weekly | \$4,081.29548 | \$4,296.09134 | \$4,522.20133 | \$4,760.21220 | \$5,095.93242 | |
| | | Hourly | \$51.0162 | \$53.7011 | \$56.5275 | \$59.5027 | \$63.6992 | |

Section 2. From and after January 13, 2025, seasonal and regular part-time employees of the City may be employed at an hourly rate in accordance with the following Schedules B1 and B2 (hourly pay rates for regular part-time employees and seasonal employees, respectively).

SCHEDULE B1 - HOURLY PAY RATES FOR REGULAR PART-TIME EMPLOYEES

| Grade | Position Title | Steps | | | | | | | | | |
|-------|--|-----------|-----------|-----------|-----------|-----------|-----------|---|---|---|---|
| | | A | B | C | D | E | F | G | H | I | J |
| PR01 | | \$15.5300 | \$16.3065 | \$17.1218 | \$17.9774 | \$18.8762 | \$19.8200 | | | | |
| PR02 | Cashier Control Desk Associate Facility Attendant Child Care Assistant Camp Counselor Golf Course Attendant Park Attendant Youth Job Corps Worker | \$16.0472 | \$16.8495 | \$17.6920 | \$18.5766 | \$19.5055 | \$20.4807 | | | | |
| PR03 | Lifeguard Recreation Program Leader Traffic Escort | \$16.3111 | \$17.1213 | \$17.9774 | \$18.8762 | \$19.8200 | \$20.8112 | | | | |
| PR04 | Inclusion Counselor Facility Attendant II | \$16.8287 | \$17.6649 | \$18.5480 | \$19.4754 | \$20.1470 | \$21.4717 | | | | |
| PR05 | Pool Technician | \$17.0825 | \$17.9366 | \$18.8334 | \$19.7750 | \$20.7639 | \$21.8020 | | | | |
| PR06 | Head Lifeguard Swim Instructor | \$17.6001 | \$18.4801 | \$19.4042 | \$20.3743 | \$21.3931 | \$22.4627 | | | | |
| PR07 | Assistant Pool Manager Assistant Camp Director Facility Monitor Intern | \$19.1835 | 20.1478 | 21.1526 | 22.2082 | 23.3146 | 24.4818 | | | | |
| PR08 | Camp Director Pool Manager Golf Shop Supervisor Recreation Program Supervisor | \$20.5030 | \$21.5239 | \$22.6001 | \$23.7301 | \$24.9166 | \$26.1624 | | | | |

SCHEDULE B1 - HOURLY PAY RATES FOR REGULAR PART-TIME EMPLOYEES

| | | <i>Steps</i> | | | | | | | | | |
|--------------|--|--------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Grade | Position Title | A | B | C | D | E | F | G | H | I | J |
| PR20 | | \$15.2859 | \$16.0472 | \$16.8495 | \$17.6920 | \$18.5766 | \$19.5055 | \$20.4807 | \$21.5048 | \$22.5799 | \$23.7090 |
| PR21 | PT Clerk Typist PT Court Clerk PT Parking Controller PT Police/Fire Cadet | \$16.0472 | \$16.8495 | \$17.6920 | \$18.5766 | \$19.5055 | \$20.4807 | \$21.5048 | \$22.5799 | \$23.7090 | \$24.8944 |
| PR22 | PT Custodian | \$16.8592 | \$17.6912 | \$18.5766 | \$19.5054 | \$20.4807 | \$21.5047 | \$22.5800 | \$23.7090 | \$24.8944 | \$26.1392 |
| PR23 | PT Laborer | \$17.6915 | \$18.5766 | \$19.5054 | \$20.4807 | \$21.5047 | \$22.5800 | \$23.7090 | \$24.8944 | \$26.1391 | \$27.4461 |
| PR24 | PT Advanced Clerk Typist | \$18.5745 | \$19.5054 | \$20.4806 | \$21.5046 | \$22.5799 | \$23.7088 | \$24.8943 | \$26.1390 | \$27.4459 | \$28.8182 |
| PR25 | PT Administrative Secretary | \$19.6910 | \$20.6757 | \$21.7243 | \$22.7949 | \$23.9347 | \$25.1314 | \$26.3880 | \$27.7074 | \$29.0927 | \$30.5473 |
| PR26 | PT Dispatcher PT Crime Analyst PT Senior Services Coordinator | \$21.6804 | \$22.7655 | \$23.9038 | \$25.0990 | \$26.3540 | \$27.6716 | \$29.0552 | \$30.5080 | \$32.0334 | \$34.2069 |
| PR27 | PT Paramedic Firefighter | \$22.9187 | \$24.0713 | \$25.2749 | \$26.5386 | \$27.8656 | \$29.7562 | | | | |
| PR28 | PT Inspector | \$24.2900 | \$25.5000 | \$26.7700 | \$28.1109 | \$29.5162 | \$30.9923 | \$32.5419 | \$34.1690 | \$35.8774 | \$38.3123 |

SCHEDULE B2 - HOURLY PAY RATES FOR SEASONAL EMPLOYEES

| Grade | Position Title | Steps | | | | | | | | | |
|-------|-------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|---|---|---|---|
| | | A | B | C | D | E | F | G | H | I | J |
| PS01 | | \$15.0000 | \$15.7500 | \$16.5375 | \$17.3644 | \$18.2326 | \$19.1442 | | | | |
| PS02 | Cashier | \$15.5000 | \$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 | \$15.7500 | \$16.5375 | \$17.3644 | \$18.2326 | \$19.1442 | \$20.1014 | | | | |
| | Recreation Program Leader | | | | | | | | | | |
| | Traffic Escort | | | | | | | | | | |
| PS04 | Inclusion Counselor | \$16.2500 | \$17.0625 | \$17.9156 | \$18.8114 | \$19.7520 | \$20.7396 | | | | |
| | Facility Attendant II | | | | | | | | | | |
| PS05 | Pool Technician | \$16.5000 | \$17.3250 | \$18.1913 | \$19.1008 | \$20.0559 | \$21.0586 | | | | |
| PS06 | Head Lifeguard | \$17.0000 | \$17.8500 | \$18.7425 | \$19.6796 | \$20.6636 | \$21.6968 | | | | |
| | Swim Instructor | | | | | | | | | | |
| PS07 | Assistant Pool Manager | \$18.1900 | \$19.10 | \$20.05 | \$21.06 | \$22.11 | \$23.22 | | | | |
| | Assistant Camp Director | | | | | | | | | | |
| | Facility Monitor | | | | | | | | | | |
| | Intern | | | | | | | | | | |
| PS08 | Camp Director | \$19.1800 | \$20.7900 | \$21.8295 | \$22.9210 | \$24.0670 | \$25.2704 | | | | |
| | Pool Manager | | | | | | | | | | |
| | Golf Shop Supervisor | | | | | | | | | | |
| | Recreation Program Supervisor | | | | | | | | | | |

SCHEDULE B2 - 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 PT Court Clerk PT Parking Controller PT Police/Fire Cadet | \$ 15.50 | \$16.2750 | \$17.0888 | \$17.9432 | \$18.8403 | \$19.7824 | \$20.7715 | \$21.8101 | \$22.9006 | \$24.0456 |
| 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 PT Senior Services Coordinator | \$ 20.94 | \$21.9894 | \$23.0888 | \$24.2433 | \$25.4554 | \$26.7282 | \$28.0646 | \$29.4678 | \$30.9412 | \$33.0406 |
| PS27 | PT Paramedic Firefighter | \$ 22.14 | \$23.2506 | \$24.4132 | \$25.6338 | \$26.9155 | \$28.7417 | | | | |
| PS28 | PT 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 January 13, 2025, City employees in the unclassified service of the City, except as otherwise noted, shall receive as compensation for their services the amounts hereinafter set forth, or where a grade in salary is specified, such amounts as may be fixed by the City Manager within the specified grade in accordance with the following Schedule C (base pay rates for unclassified full-time, part-time, temporary or grant-funded employees) and shall additionally receive as compensation for their services such benefits generally provided in the Administrative Regulations now in effect, all of which are hereby adopted, approved, and incorporated herein by this reference.

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

| Grade | Position Title | Pay Frequency | Steps | | | |
|-------|--|---------------|--------------|--------------|--------------|--------------|
| | | | A | B | C | D |
| CO1 | Judge of City Court (Substitute) | Per Session | \$281.4300 | | | |
| CO2 | Judge of City Court | Monthly | \$2,664.8800 | \$2,805.5900 | \$2,952.8100 | \$3,161.5119 |
| CO3 | Prosecuting City Attorney (Substitute) | Per Session | \$541.2100 | | | |
| CO4 | Prosecuting City Attorney | Monthly | \$3,944.2900 | \$4,152.1113 | 4369.67.65 | \$4,679.5357 |

| Grade | Position Title | Pay Frequency | A | B | C | D | E | F | G | H | I | J |
|-------|-------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|----------------|
| 9 | Secretary to the City Manager | Annually | \$45,999.4752 | \$48,299.4449 | \$50,714.4141 | \$53,250.1379 | \$55,912.6453 | \$58,708.2496 | \$61,643.6905 | \$64,725.8700 | \$67,962.1670 | \$72,573.4034 |
| | | Monthly | \$3,833.2896 | \$4,024.9521 | \$4,226.2012 | \$4,437.5115 | \$4,659.3871 | \$4,892.3541 | \$5,136.9742 | \$5,393.8225 | \$5,663.5139 | \$6,047.7836 |
| | | Bi-Weekly | \$1,769.2106 | \$1,857.6733 | \$1,950.5544 | \$2,048.0822 | \$2,150.4864 | \$2,258.0096 | \$2,370.9112 | \$2,489.4565 | \$2,613.9295 | \$2,791.2847 |
| | | Hourly | \$22.1151 | \$23.2209 | \$24.3819 | \$25.6010 | \$26.8811 | \$28.2251 | \$29.6364 | \$31.1182 | \$32.6741 | \$34.8911 |
| 13 | City Clerk | Annually | \$73,679.3474 | \$77,363.3102 | \$81,231.4752 | \$85,293.0586 | \$89,557.7029 | \$94,035.5885 | \$98,737.3730 | \$103,674.2417 | \$108,857.9482 | \$116,243.9712 |
| | | Monthly | \$6,139.9456 | \$6,446.9425 | \$6,769.2896 | \$7,107.7549 | \$7,463.1419 | \$7,836.2990 | \$8,228.1144 | \$8,639.5201 | \$9,071.4957 | \$9,686.9976 |
| | | Bi-Weekly | \$2,833.8211 | \$2,975.5119 | \$3,124.2875 | \$3,280.5023 | \$3,444.5270 | \$3,616.7534 | \$3,797.5913 | \$3,987.4708 | \$4,186.8442 | \$4,470.9220 |
| | | Hourly | \$35.4228 | \$37.1939 | \$39.0536 | \$41.0063 | \$43.0566 | \$45.2094 | \$47.4699 | \$49.8434 | \$52.3356 | \$55.8865 |

| <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 | Director of Sanitation | Annually | \$85,583.1536 | \$104,839.5516 | \$126,205.5797 |
| | | Monthly | \$7,131.9295 | \$8,736.6293 | \$10,517.1316 |
| | | Bi-weekly | \$3,291.6598 | \$4,032.2904 | \$4,854.0608 |
| | | Hourly | \$41.1457 | \$50.4036 | \$60.6758 |
| E-2 | Director of Human Resources | Annually | \$102,700.4305 | \$125,807.4619 | \$151,446.0451 |
| | Director of Parks, Recreation, and Public Area Maintenance | Monthly | \$8,558.3692 | \$10,483.9552 | \$12,620.5038 |
| | Director of Planning & Development | Bi-weekly | \$3,950.0166 | \$4,838.7485 | \$5,824.8479 |
| | Director of Public Works | Hourly | \$49.3752 | \$60.4844 | \$72.8106 |
| E-3 | City Attorney | Annually | \$112,157.3706 | \$141,514.8147 | \$165,392.8129 |
| | Deputy City Manager, Development | Monthly | \$9,346.4476 | \$11,792.9012 | \$13,782.7344 |
| | Deputy City Manager, Support Services | Bi-weekly | \$4,313.7450 | \$5,442.8775 | \$6,361.2620 |
| | Director of Finance | Hourly | \$53.9218 | \$68.0360 | \$79.5158 |
| | Fire Chief | | | | |
| | Police Chief | | | | |
| E-4 | City Manager | Annually | \$137,392.7521 | \$176,893.2491 | \$209,592.6444 |
| | | Monthly | \$11,449.3960 | \$14,741.1041 | \$17,466.0537 |
| | | Bi-weekly | \$5,284.3366 | \$6,803.5865 | \$8,061.2556 |
| | | Hourly | \$66.0542 | \$85.0448 | \$100.7657 |

Section 4. From and after January 13, 2025, 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 January 13, 2025, 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 January 13, 2025, 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 January 13, 2025, 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 January 13, 2025, 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 January 13, 2025, 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 January 13, 2025, 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 January 13, 2025, 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 January 13, 2025, 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. 7360 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 _____ day of _____, 2025.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

