



MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
September 12, 2016
6:30 p.m.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. August 8, 2016 Regular session minutes

F. APPOINTMENTS to BOARDS & COMMISSIONS

1. Jeremy Schumacher is nominated for appointment to the Board of Adjustment by Mayor Welsch, replacing Deborah Arbogast
2. Lisa Greening is nominated for appointment to the LCRA Board by Mayor Welsch, replacing Eric Vanderhoef
3. Jeff Mishkin is nominated for appointment to the Traffic Commission by Mayor Welsch, replacing Carol Wofsey

G. SWEARING IN to BOARDS & COMMISSIONS

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

I. PUBLIC HEARINGS

1. Proposal to vacate a fifteen (15) foot-wide north/south public alley right-of-way located within Block 4 of Delmar Heights Subdivision, on the south side of Delmar Blvd and surrounded by properties at 7640 Delmar Blvd, 7634 Delmar Blvd, 555 N. Central Ave, and 550 North and South Rd.
2. Text Amendment to Section 400.1740 in Article 6 of the University City Zoning Code (expansion of the Civic Complex Historic District)

J. CONSENT AGENDA

K. CITY MANAGER'S REPORT

1. Approval to authorize the City Manager to purchase de-icing road salt from the City of Chesterfield for \$39,384.00 to be delivered/hailed by Beelman Logistics, LLC for \$6,256.00 with both services being provided under the City of Chesterfield Salt Co-op per their 2016-2017 rates
VOTE REQUIRED
2. Approval of a site plan for 5-unit townhouse development for 7634 Delmar Blvd and 565 N. Central in the "MR" Medium Density Residential District.
VOTE REQUIRED
3. Approval of a Conditional Use Permit application for 6757 Olive Blvd – Mark Groenda with Blackline Design and Construction, on behalf of Ellicia Qualls with Urban Sprouts Child Development Center, daycare facility in Industrial Commercial District.
VOTE REQUIRED

4. Approval to grant the City Manager authority to execute the FMA grant agreement with the Federal Emergency Management Agency to complete the buyout of one home on Glenside Place.
VOTE REQUIRED

L. UNFINISHED BUSINESS

1. **Bill 9289** – An ordinance amending Section 355.240 – closing time on Municipal Parking lots – exceptions, Chapter 355 traffic code of the University City Municipal Code, to revise traffic regulation as provided herein.
2. **BILL 9290** – An ordinance amending Chapter 10.48 of the University City Municipal Code, relating to parking meters, by repealing Sections 10.48.030, 10.48.070 and 10.48.100, thereof, relating to parking meter zones, fees and hours of operation, and enacting in lieu thereof new sections to be known as “Section 10.48.030 Parking Meters Zones, Section 10.48.040 Parking Time Limits, Section 10.48.070 Parking Meter Fees and Section 10.48.100 Hours of Operation,” thereby amending said sections so as to re-designate Parking Meter Zones, increase Parking Meter Fees from seventy-five cents (\$0.75) to one dollar (\$1.00) each 60 minutes.
3. **BILL 9291** – An ordinance authorizing the City Manager to execute an agreement with the Metropolitan St. Louis Sewer District (MSD) for reimbursement of the cost of a Federal Corps of Engineers Flooding Reduction study for the upper River des Peres area.

M. NEW BUSINESS

RESOLUTIONS

1. **RESOLUTION 2016 – 22** A resolution establishing a Voluntary Buyout Policy for the FY 2015 FMA/SRL Buyout

BILLS

2. **BILL 9292** – An ordinance vacating and surrendering fifteen feet wide north/south public alley Right-Of-Way located on the south side of Delmar Boulevard and adjacent to the west boundary of Lot 17 of Block 4 of Delmar Heights subdivision and adjacent to the east boundary of lots 14, 15 and 16 of Block 4 of Delmar Heights Subdivision; reserving any public easements, and directing that this ordinance be recorded in the office of the Recorder of Deeds of St. Louis County, Missouri.
3. **BILL 9293** – An ordinance amending Chapter 400 of the Municipal Code of the City of University City, relating to zoning, by amending Section 400.1740; thereof, relating to the Civic Complex Historic District; containing a savings clause and providing a penalty.

N. CITIZEN PARTICIPATION (continued if needed)

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
 - RFQ for EMS Response Time Analysis requested by Councilmembers Carr and Smotherson.

DISCUSSION ONLY

P. COUNCIL COMMENTS

Q. ADJOURNMENT

MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
August 8, 2016
6:30 p.m.

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on the fifth floor of City Hall, on Monday, August 8, 2016. Mayor Pro Tem Michael Glickert called the meeting to order at 6:31 p.m.

B. ROLL CALL

In addition to the Mayor Pro Tem, Michael Glickert, the following members of Council were present:

Councilmember Rod Jennings
Councilmember Paulette Carr
Councilmember Terry Crow
Councilmember Bwayne Smotherson

Also in attendance were Mayor Shelley Welsch via Skype, and the City Manager, Lehman Walker.

C. APPROVAL OF AGENDA

Mr. Walker requested that Bill No. 9286, under Unfinished Business, be withdrawn from the Agenda.

Councilmember Glickert requested that on Resolution 2016 – 21, Attachment A the Delmar Boulevard Projects: \$3,000 be removed as it duplicated an item on previous Resolution 20160-020.

Mayor Welsch made a motion to approve the agenda as amended and was seconded by Councilmember Carr.

Voice vote to approve the agenda as amended carried unanimously.

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. July 25, 2016 Regular session minutes were moved for approval by Councilmember Smotherson, seconded by Councilmember Jennings and the motion carried unanimously.
2. July 29, 2016 Special session minutes were moved for approval by Councilmember Jennings, seconded by Mayor Welsch and the motion carried unanimously.

F. APPOINTMENTS to BOARDS & COMMISSIONS

G. SWEARING IN to BOARDS & COMMISSIONS

1. Donna Leach was sworn in to the Historic Preservation Commission in the City Clerk's office.
2. Jen Rieger was sworn in to the Loop Special Business District in the City Clerk's office. September 12, 2016

3. Dorothy Merritt was sworn in to the Senior Commission in the City Clerk's office.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Frank Ollendorff, 8128 Cornell, University City, MO

Mr. Ollendorff stated that he checked with the Missouri Police Chiefs' Association and said that the City has until July 9, 2021 to complete any physical improvements that are necessary for accreditation and that the law setting this deadline is being held in abeyance pending the Court's ruling on a municipal challenge to its constitutionality.

He stated that he also believed it would be in the City's best interest to restore the incumbent Solid Waste Superintendent since Council retained this position in the budget and compensation ordinance.

I. PUBLIC HEARINGS

J. CONSENT AGENDA

K. CITY MANAGER'S REPORT

1. Approval of the Janet Majerus Park Master Plan.

Councilmember Jennings moved to approve and was seconded by Councilmember Carr.

Councilmember Smotherson questioned whether the walkway would be replaced with concrete or asphalt? Mr. Walker stated the recommendation is for the walkway to be replaced with concrete, similar to the new trail at Millar Park. Councilmember Smotherson asked whether the walkway at Lewis Park was concrete or asphalt. Mr. Walker stated that it is asphalt. Councilmember Smotherson asked if staff could explain the rationale behind their recommendation of concrete for Majerus Park. Sinan Alpaslan, Director of Public Works and Parks, explained that although it was staff's belief that concrete is a better product because of its longevity and low maintenance, the asphalt trail at Lewis Park was selected based on available funding, bid proposals and public comments made during the public planning process. The same criterion was followed with respect to Millar Park. The function of the trail is also a consideration and for walking or jogging a product which produces less reaction to the human body is preferred.

Mr. Alpaslan stated that Majerus Park is non-ADA compliant and from an engineering standpoint concrete is the preferred standard to accomplish this requirement, specifically because this location has slopes. Another way to approach this would be to use a concrete edge with an asphalt filling to prevent the asphalt from breaking off around the edges. Another good product would be a concrete base with asphalt on top, but in this case it would exceed the funds allocated in the grant.

Mayor Welsch stated that she supported the Parks Commission's recommendation to use concrete since the initial cost might be more but the long term maintenance of concrete will be much cheaper for future administrations. The City has received complaints about the condition of the asphalt walk-way at Majerus Park. Asphalt is not as safe for as long because of the way it wears and concrete is more environmentally sustainable.

Councilmember Smotherson asked Mayor Welsch if it was her belief that there would be future problems with the asphalt at Lewis Park. Mayor Welsch stated her recollection is that this same conversation occurred during the Lewis Park project, but the funds allocated in the grant for this park dictated the use of asphalt instead of concrete.

The voice vote on Councilmember Jennings' motion carried unanimously.

2. Approval to authorize the City Manager to purchase de-icing road salt from the City of

September 12, 2016

Chesterfield for \$39,384.00 to be delivered/hailed by Beelman Logistics, LLC for \$6,256.00 with both services being provided under the City of Chesterfield Salt Co-op per their 2016-1017 rates

Councilmember Jennings moved to approve and was seconded by Councilmember Smotherson.

Councilmember Crow stated that although he does not have a specific problem with this item; he was concerned that he had not received the bid document attachments outlined in Council's cover sheet.

Mr. Walker requested that this item be rescheduled to the next meeting so that staff could provide Council with the attachments.

Councilmember Crow made a motion to postpone this item to the next meeting was seconded by Councilmember Carr and the motion carried unanimously.

3. Approval to change liquor license type for Dewey's Pizza, 559 North & South Rd.

Councilmember Carr moved to approve, was seconded by Councilmember Jennings and the motion carried unanimously.

4. Approval of Picnic Liquor License for Kol Rinah

Councilmember Carr moved to approve, was seconded by Councilmember Jennings and the motion carried unanimously.

5. Approval to grant the City Manager authority to sign a contract with Ross & Baruzzini to review Police Facility Space Needs Analysis.

Councilmember Jennings moved to approve and was seconded by Mayor Welsch.

Councilmember Carr asked Mr. Walker if a representative from Ross & Baruzzini was present at tonight's meeting. Mr. Walker stated that he did not believe there was a representative present.

Councilmember Crow asked Mr. Walker if there was any provision in the contract that gives Council the authority to contact Ross & Baruzzini directly. Mr. Walker stated that although there is nothing in the contract that would prohibit Council from meeting or talking with them, staff has made the recommendation that there be one contact person.

Councilmember Crow stated that while he agrees that a member of staff should be the point of contact, there is a difference between having access and the authority to elicit Q & A from the consultant, which Council has addressed concerns about. It is necessary for members of Council to have direct access, to ensure they are getting the desired level of cooperation and that every question is answered. He stated that since there already appears to be a handwritten amendment to the contract, the same could be done with respect to his request, because a motion to amend is only going to end up in a tie vote and subsequent questions or doubts about utilization of the consultant.

Councilmember Crow made a motion to amend the contract to include language allowing Council to have direct access to the consultant on an as-needed basis. The motion was seconded by Councilmember Carr.

Mayor Welsch stated that the purpose of this report, which the majority of Council approved, was to get an unbiased analysis of the assumptions made by Chiodini. So, the only way she could support this amendment is if the language is precisely worded to state that while Council has a right to ask questions, they do not have the authority to direct the work performed by the consultant. Without such language their analysis is not going to be worth the \$40,000 of taxpayers' money that is being used to pay for it.

Councilmember Crow stated that his amendment was for Q & A, not directing the actions of the consultant.

Mayor Welsch stated that she clearly understood the motion, but also believed that the consultant should be informed that Council's contact is limited to Q & A and they are not bound to comply with anything that goes beyond that. She stressed the fact that the consultants already have a stringent deadline and that Council's desire is to have this report completed and deliberated on by the end of the month. Therefore, she would encourage members to take all of this into account before contacting the consultant with numerous questions.

Councilmember Jennings stated that Council's right to ask questions and offer input has already been incorporated into the contract; the kick-off meeting; Point 9, a review meeting; Point 10, incorporate comments and final presentation. He did not think it was necessary for Council to be involved in anything outside of the parameters that have already been established.

Councilmember Carr stated that in order to conduct a comprehensive analysis she believed the consultant should be made aware of Council's questions or concerns prior to Points 9 and 10. It took 15 days from Council's vote on the 25th, and a resolution, to get this administration to issue an RFQ and did not believe this responsibility resided with Council. The bottom line was that this amendment should be in writing to ensure that staff has no influence or authority to prohibit any member of Council for taking such actions. If she was not provided with an opportunity to convey questions to the consultant on this important issue, she would not be in support of the direction this Council was heading.

Councilmember Crow stated he truly believed that if this Council and the public have unanswered questions and based on Council's and this administration's reputation, he is convinced that the only way a bond issue would pass is if everybody is pulling in the same direction.

Councilmember Jennings stated that Councilmember Crow and Carr's threats and attacks on other members of this Council are meaningless. This has been a two-year process where there have been public hearings and Council has had numerous opportunities to review Chiodini's report and ask questions. He questioned if it really was about the opportunity to ask more questions, or was it that they were biased to the process of building anew and simply want to override the will of the majority and scuttle a bond issue on this very important matter?

Councilmember Smotherson reminded Councilmember Jennings that this process he and other members of this Council are trying to direct was the same process that they voted against. The point was that Councilmember Crow's amendment offers the entire Council an opportunity to ask those lingering questions.

Councilmember Glickert stated he was a little hesitant to weigh-in on Councilmember Smotherson's comments since Ross & Baruzzini's schedule provides Council ample opportunity to address their concerns and the point that was made regarding the need to address any concerns up front. He stated that he was pleased to know that there will be a

point person from the City to handle these issues, because constant interference will bog things down. He noted that it would be great if Council could reach a consensus to ask the questions on the front side, obtain the answers, and then move on.

Councilmember Jennings stated that he supported a fair, unbiased process that helps this city determine whether to renovate or build a new police facility. He thought that the process was fair and there were sufficient meetings where Council and citizens were able to ask numerous questions. He feared that this is just another stall tactic, especially in light of the fact that several members of this Council have already reached out to this consultant, in spite of the fact that no vote had even been taken on whether or not to approve this contract.

Councilmember Smotherson reminded his colleagues that what Council was in the past, is different from what it is today, so some of their earlier actions may have little or no relevance.

Mayor Welsch stated that she did not understand why the addition of one new member justifies a review of the important decisions made by previous Councils. She stated that while it is true that she did not support the authorization of this contract, it does not mean that she is indifferent to making sure that it is handled in the most efficient manner possible. So if the majority agrees to this amendment for Q&A, it should be conducted during a specific timeframe that allows the consultants to deal with them and then move on with the work outlined in the contract.

Councilmember Jennings stated that it really did not matter if the population of this Council has changed, a vote is a vote; a consensus is a consensus; a resolution is a resolution and the end result remains the same.

Councilmember Crow stated that he did not need to have a script written as to when and where he can have his questions answered. He said he did not understand the Mayor's continued need to prescribe a method by which Council should operate and if his colleagues did not understand the difference related to the changes that have been made on this Council, as it clearly impacts the work and credibility of this Council.

Councilmember Carr stated she was uncomfortable with somebody telling her when to do it and how to do it, because in her mind that comes as close to controlling or directing the process. While a vote may be a vote, her recollection is that Council voted not to adopt the City's new logo, but as soon as Council's composition changed, this became the City's new logo. Council does have the authority to revisit previously made decisions and make modifications, as long as they are legal and receive a majority vote.

Councilmember Jennings stated he thought Council had reached this point because compromises were made, yet, here they are again, still drawing lines in the sand. Council's questions are important and should be asked, so he would simply encourage his fellow Councilmembers to let the process work the way it has been designed to work

Roll Call Vote on Councilmember Crow's motion to amend was:

Ayes: Councilmembers Carr, Crow and Smotherson

Nays: Councilmembers Jennings, Glickert and Mayor Welsch

Motion to amend failed.

Mayor Welsch acknowledged that the rationale behind her nay vote is that the authority Council is seeking through this motion had already been provided in the contract.

Councilmember Glickert suggested scheduling a study session with the consultant where all of these questions could be addressed. Mayor Welsch and Councilmember Jennings agreed.

Councilmember Carr expressed her opposition, noting that she did not think having the ability to sit down and talk with the consultant should not be controlled by a study session; which she considered to be worthless and non-productive.

Councilmember Jennings stated that he viewed this as a good compromise where transparent questions and answers could be asked and received by both Council and the public.

Councilmember Crow applauded the Mayor for her interpretation of the contract regarding Council's ability to have direct contact and anticipated that staff would act in accordance with this understanding. He agreed with Councilmember Carr that Study Sessions are scripted and not very productive.

Mayor Welsch clarified that her statement was a reflection of the statement Mr. Walker made earlier when Councilmember Crow first posed the question; *"There is nothing in the contract that precludes Council from talking to the consultant"*.

Roll Call Vote on Councilmember Jennings' motion to approve was:

Ayes: Councilmembers Carr, Crow, Smotherson, Glickert, Jennings and Mayor Welsch

Nays: None

L. UNFINISHED BUSINESS

1. **BILL 9286** – An ordinance amending schedule VII, Table VII-A - Stop Intersections, Chapter 300 Traffic Code, of the University City Municipal Code to revise traffic regulation as provided herein. (REMOVED)

M. NEW BUSINESS

RESOLUTIONS

1. **Resolution 2016 – 15** A resolution for submission of a Municipal Park Grant application to complete design and construction at Janet Majerus Park.

Mayor Welsch moved to approve and was seconded by Councilmember Jennings.

Councilmember Smotherson stated he liked the idea of asphalt with a concrete edge and would like to postpone this resolution until Council has received additional information on the differences between asphalt and concrete.

Mayor Welsch asked Mr. Walker whether Councilmember Smotherson's request could be accomplished during the final design portion of this project.

Mr. Walker informed Councilmember Smotherson that it was essential for staff to comply with the deadlines established by the grant application. His preference would be not to postpone and provide him with the information in the near future, if that was acceptable. He noted that based on the information provided by the Public Works Director, the amount of money allocated is enough for either option. Councilmember Smotherson agreed to do so.

Councilmember Jennings stated that concrete is usually twice the cost as asphalt but has a longer lifespan and requires less maintenance.

Councilmember Carr asked Councilmember Smotherson if his concerns were based on the health and safety of residents using the pathway, as opposed to maintenance issues. Councilmember Smotherson stated that his concerns were related to health and safety.

Councilmember Jennings asked Mr. Alpaslan if he would also provide Council with information

on recycled rubber surfaces.

Voice vote on the motion to approve carried unanimously.

2. Resolution 2016 – 16 A resolution for Fiscal Year 2015 – 2016 Budget Amendment #4

Councilmember Jennings moved to approve, was seconded by Mayor Welsch and the motion carried unanimously.

3. Resolution 2016 – 17 A resolution for Committed Fund Reserves for various funds

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

4. Resolution 2016 – 18 A resolution to amend Fiscal Year 17 budget to increase the city of University City's contribution to the non-uniformed pension fund. *Requested by Councilmembers Carr and Smotherson*

Councilmember Smotherson moved to approve, was seconded by Councilmember Carr.

Councilmember Carr stated the reason she has proposed Resolutions 18 through 20, be removed from the blanket resolution as presented at the last meeting was her belief that they represented issues that Council would be amenable to resolving. The remaining resolutions, which she believed required greater scrutiny, were omitted based on her desire to ensure that Council's review encompassed a broader residential perspective, which can only be accomplished after a seventh member of Council is elected.

Councilmember Jennings stated he is concerned about waiting to address some of the resolutions since they may be time-sensitive or have a negative impact on some businesses if Council elects to delay making any decisions.

Voice vote on the motion carried unanimously.

5. Resolution 2016 – 19 A resolution to reassign monies for Annex remediation to cost of temporary police station. *Requested by Councilmembers Carr and Smotherson*

Councilmember Jennings moved to approve and was seconded by Councilmember Carr.

Councilmember Smotherson stated he would be interested to know why the cost of the remediation funds changed from \$1.3 million to \$1 million. Mr. Walker informed Councilmember Smotherson that although he would have to provide him with the full details of this transaction at a later date, the reduction was a result of some expenditures already expensed with the facility. Councilmember Smotherson questioned whether this amount represented the final cost. Mr. Walker stated that the cost will more likely increase rather than decrease.

Councilmember Jennings stated that he thought the numbers will always be a bit fuzzy, because of the contingencies related to housing a police department in a trailer park, which he found offensive and disgraceful. He noted that University City's Police Department has been recognized by the Department of Justice for its exceptional diversity and yet we have moved them from a condemned building to a trailer park. University City managed to successfully build a brand new Fire Department facility, so what's the difference? Perhaps Councilmembers need to reevaluate their priorities.

Councilmember Carr stated that the obvious difference is the fact that the federal government kicked in funds to a very large extent, for the Fire Station but those monies are no longer available. She stated that she remembered Councilmember Jennings voting in favor of the trailer park, but does remember him yelling and screaming when she complained about police officers being housed in a building where they were subjected to chemical contamination. This resolution was simply about voting on moving money allocated to the remediation of the annex to cover the rental and lease of the modulars.

Mayor Welsch stated her belief was that this action was already approved in Resolution 2016-17, so she simply perceived this request as Council's demonstration of their true commitment to this movement of these funds.

Voice vote on the motion to approve carried unanimously.

6. Resolution 2016 – 20 A resolution to amend Fiscal Year 2017 budget to fund several Economic Development projects. *Requested by Councilmembers Carr and Smotherson*

Councilmember Carr moved to approve and was seconded by Councilmember Jennings.

Councilmember Carr noted the following corrections: Attachment A, for the Olive Blvd., Project should be amended to \$60,000 rather than \$63,000 and the additional \$3,000 should be allocated to the Delmar Blvd. Project.

Voice vote on the motion to approve carried unanimously.

7. Resolution 2016 – 21 A resolution to amend the Fiscal Year 2017 budget to fund several Economic Development projects. *Requested by Councilmember Glickert and Smotherson*

Councilmember Smotherson moved to approve and was seconded by Councilmember Jennings.

Councilmember Carr stated she believed this resolution was a little more controversial and wished to read an email received from Karen Nielsen, former Executive Director of Clayton's Chamber of Commerce into the record. *"I would like to respond to a recent discussion on social media that I found troubling regarding the University City Chamber of Commerce, as well as my concern about the amount of money they continue to seek. When I asked on Next Door about the Chamber becoming self-sufficient, volunteer Ellen Bern stated that the City's goal is to rejuvenate Olive and keep all commercial corridors strong. First of all, a Chamber is not an arm of the City and therefore, should not be setting its goals. While a Chamber and City both promote the community and share mutual goals, it is a member organization and should be defining its focus itself. It is imperative that the Chamber stand on its own and have its own identity. (Excerpt from Ms. Nielsen's email to Councilmember Carr.)"*

Councilmember Carr noted that Ms. Nielsen was in charge of one of the region's most successful Chambers of Commerce.

Councilmember Smotherson stated that the reason he made this request is that after talking to Ken Rice, President of the Chamber of Commerce, he believed they came to a mutual understanding about his concerns regarding the Chamber having accountability. Specifically with respect to representing all of the businesses on Olive and the need to communicate the progress they are making towards achieving financial independence to City Council. So, he would like to give them an opportunity to make these adjustments and hopefully achieve some level of self-sufficiency.

Councilmember Crow asked Mr. Walker if there were other municipalities in St. Louis County that funded their Chamber of Commerce at the level that University City does. Andrea Riganti, Director of Community Development, stated there are other municipalities that fund their Chamber of Commerce and some that do not. She did not have the exact percentages with her this evening but would be happy to provide this information to Council.

Mr. Jennings stated he has worked with Chambers in different communities and each city has their own set of challenges. Clayton's Chamber is very unique, in that it is part of a rich, old boy's network, in a city with a totally different tax base and business climate. University City is suffering and without support from the Chamber and U City in Bloom. The City would become a blighted community. Chambers does not make money, they drive economic commerce. So he does not think it was fair to make these comparisons, and to do so make him think this is just another case of people attacking the Chamber without knowing all of the dynamics. He stated he had also talked with Mr. Rice, as well as several members, and is confident that they understand the City's position and are diligently working to become independent of the City.

Councilmember Jennings noted that Create Space is a \$1.3 million dollar project that the City is being asked to invest \$150,000 in, which could be a great return on our invest.

Mayor Welsch stated that many Chambers in this region and around the country do contract work for the communities in which they live. If you look at the projects on the list; all of which benefit Olive Blvd, they are contract jobs which she thinks is appropriate for the City to ask the Chamber to do. She reminded Council that Ellen Bern could not speak for the Chamber. However those who can have informed Council that they believe a continued growth in membership will allow them to be self-supporting within the next few years. University City's Chamber is approximately five years old with 130 members and Clayton's Chamber is 50 years old. Yet, the business people she has met in this community are very supportive of their efforts and she thinks they deserve Council's support as well.

Mayor Welsch noted that she is also aware that Ms. Nielson has made several negative comments on social media about University City's Chamber, which causes her to question their propriety. She does think that Olive and the 3rd Ward deserve the attention that the Chamber will be able to give them through these contracts and would like to thank Councilmembers Smotherson and Glickert for making this request.

Councilmember Smotherson stated that he wished to clarify the fact that although he is not happy with the Chamber's progress; he is willing to support them in their efforts to do better.

Councilmember Carr asked Mr. Walker if she could obtain a copy of the contracts between the Chamber and the City that Mayor Welsch referred to. Mr. Walker stated that he did not believe the City possessed any physical contracts.

Mayor Welsch stated that she would stand corrected if she used the wrong term. When she said contract, she was referring to agreements between the EDRST Board and organizations like U City in Bloom and the Chamber, for the services they render pursuant to the terms of those contracts/agreements. The City does the same thing with respect to groups funded by the EDRST.

Councilmember Carr stated her wish is that Council would hold off until a seventh member had been elected in order to get a fuller representation. She questioned why Mr. Rice had never contacted herself or Mr. Crow and whether he will be presenting quarterly reports illustrating the Chamber's benchmarks to Council or the EDRST Board? Councilmember Smotherson agreed that they would be presented to Council.

Councilmember Carr stated that based on her understanding, monies provided to the Chamber are to be used to increase the City's revenue flow. Therefore every one of their

projects should contribute to that concept in some form. She was not sure that all of the projects listed produce any measurable results, she did believe that the Lunar New Year is one project that is certainly worth funding for a second year.

Councilmember Crow stated that the EDRST Board's intent was to only fund the Chamber for one year. We are in year four or five and the Mayor is saying that they may be funding them for several more years. He noted at some point, there has got to be a sunset.

Mayor Welsch stated that although she may be wrong, she does not recall the EDRST Board saying that Chamber programs would only be funded for one year. In fact, the Board has asked the Chamber to take on more responsibilities like the block party that was just held at North and South. So oftentimes these are EDRST requests and not the Chamber's.

In addition, she would ask Mr. Walker if the Department of Community Development could present Council with the complete EDRST packet from this past budget session so they can get a sense of the specific requests and questions related to how the activities they fund impact the economic development of the City as a whole. When you look at the history of the EDRST over the past five or six years, you will see that their processes have intensified, and they are far more selective about the activities they recommend for funding.

Councilmember Jennings questioned whether the actual intent is a death sentence rather than a sunset, because in his opinion, some members simply want to kill the Chamber. He urged Council to look at the Chamber's success, and ask the business community, their members and residents, what their opinions are.

Councilmember Carr stated that the issue is not that she is uninformed or misinformed. Her conclusion was that this funding is excessive. While there may be one or two projects that deserve short-term funding, the long-term health of the Chamber is being compromised if they continue to be an arm of the City. She asked why some of this work conducted by the Chamber was not being handled by Community Development?

Councilmember Jennings questioned why Council's discussion was not focused on what they could do to create a win-win situation, perhaps by conducting research on how other Chambers have become successful? Then we could work together to tweak, promote and support this organization so that it does benefit the City as a whole.

Voice vote on Councilmember Smotherson's motion to approve carried by a majority, with nay votes from Councilmembers Crow and Carr.

BILLS

Introduced by Councilmember Jennings

- 8. Bill 9289** – An ordinance amending Section 355.240 – closing time on Municipal Parking lots – exceptions, Chapter 355 traffic code of the University City Municipal Code, to revise traffic regulation as provided herein. Bill No. 9289 was read for the first time.

Introduced by Mayor Welsch

- 9. BILL 9290** – An ordinance amending Chapter 10.48 of the University City Municipal Code, relating to parking meters, by repealing Sections 10.48.030, 10.48.070 and 103.48.100, thereof, relating to parking meter zones, fees and hours of operation, and enacting in lieu thereof new sections to be known as “Section 10.48.030 Parking Meters Zones, Section 10.48.040 Parking Time Limits, Section 10.48.070 Parking Meter Fees and Section 10.48.100 Hours of Operation,” thereby amending said sections so as to re-designate Parking Meter Zones, increase Parking Meter Fees from seventy-five cents (\$0.75) to one dollar (\$1.00) each 60 minutes. Bill No. 9290 was read for the first time.

Introduced by Councilmember Carr

10. BILL 9291 – An ordinance authorizing the City Manager to execute an agreement with the Metropolitan St. Louis Sewer District (MSD) for reimbursement of the cost of a Federal Corps of Engineers Flooding Reduction study for the upper River des Peres area. Bill No. 9291 was read for the first time.

Councilmember Jennings asked Mr. Walker if he could provide him with the dollar amount of this reimbursement. Mr. Walker stated that it was \$65,000.

N. CITIZEN PARTICIPATION (continued if needed)

Thomas Jennings, 7055 Forsyth, University City, MO

Mr. Jennings stated that it was insane that there is even a discussion about whether Council should have the ability to present questions to the consultant. Council needs to get all of this information out to citizens and doing it any other way is the wrong approach.

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. COUNCIL COMMENTS

Councilmember Jennings stated that he volunteered at the block party held on North & South, where he met a lot of new University City businesses. In fact, there was so much involvement by the community that he is going to ask the Chamber and this Council, if they would be supportive in planning another block party at the corner of Olive and Hanley.

Councilmember Jennings thanked all of the volunteers who helped to make the National Night Out and Back to School Rally a success by serving almost 4,000 people.

The University High School Alums will be hosting their first Walk of Pride. This event provides Alums with an opportunity to meet, mentor and encourage students by welcoming them back to school.

Councilmember Jennings stated that he has been attending United Against Gun Violence panel discussions hosted by Faith Community, and would like to invite everyone to attend the next discussion, "*Let's Talk More Gun Sense*," on Tuesday, August 16th, at the newly-renovated Gate Church on Etzel. Guest speakers include Captain Carol Jackson; Chester Deans, Director of Fathers' United; Minister Donald Muhammad with the Nation of Islam; Rabbi Susan Talve, Central Reform Congregation; Minister Glen Rogers, Former Police Chief/Activist and Sultan Muhammad of Real Talk, a teen empowerment program.

Councilmember Crow stated he is very pleased to see that the Mayor was able to participate in this meeting via Skype and hoped that all members of Council will be provided with the protocols necessary to utilize this method should the need arise.

Councilmember Crow stated that if, in fact, this City is going to move forward with a bond issue it might be wise to look at the press University City continues to receive; citizens do read this stuff.

- A half-page article in the *Post Dispatch* on the dangers and frustration that outsourcing of EMS have caused;
- Several supervisory issues coming forth from the Attorney General's office regarding the City's lack of compliance with the Sunshine Law
- A lawsuit filed against the City by the ACLU, and
- A request for an investigation by the Department of Justice

As you roll through these items it's kind of hard to say that all of these entities are wrong. This City's creditability is at stake, so he hoped that as Council moves forward, they gain a level of humility whenever any errors have been made.

Councilmember Crow stated that a resident of the 1st Ward was brutally beaten a couple of weeks ago at the Delmar Metro Bus Stop, and he believes it is important for everyone to contact the Mayor for the City of St. Louis about the need for safety and security at this Metro Station, which so many residents use on a daily basis.

Mayor Welsch stated that she would like to follow-up on Councilmember Jennings' comments about the block party, which many of the businesses in that area, including the U City Shul, helped to organize. There were approximately 1500 people in attendance, representing one of the most diverse events she has ever attended in University City. She stated that after the party she received so many comments from residents asking that more parties be conducted around the community, that she believed Councilmember Jennings' suggestion is a good one, especially in terms of community development.

Businesses in that area will be meeting in the near future to discussion establishing their own Special Business District, similar to the one in the Loop. They have also asked the Chamber to look into developing Delmar and 1-70 as a commercial business district.

Councilmember Jennings stated that he was taught that there are always three sides to every story; his side, her side, and the truth. And since you won't always get the truth from the media, and perhaps, even this administration, it becomes extremely important for Council to make sure that the truth does get told.

He acknowledged that he was the one who brought up the Justice Department investigation because he strongly believes that this City has discriminated against the Police Department and should be held accountable. These City employees are under attack locally, nationally, and are now being forced to deal with terrorism and cyber crimes. So to waste \$25 million dollars trying to renovate an old building, when they need the technology and weaponry necessary to be prepared for the 22nd Century, just seems like a crime.

In reference to the violence as Councilmember Crow spoke of, he agreed that we are living in challenging times. Councilmember Jennings would really like to see this Council come together and lead this region on how to deal with the violence this community is experiencing. It is time for Council to put aside their differences and come together to do a job like it has never been done before.

Q. ADJOURNMENT

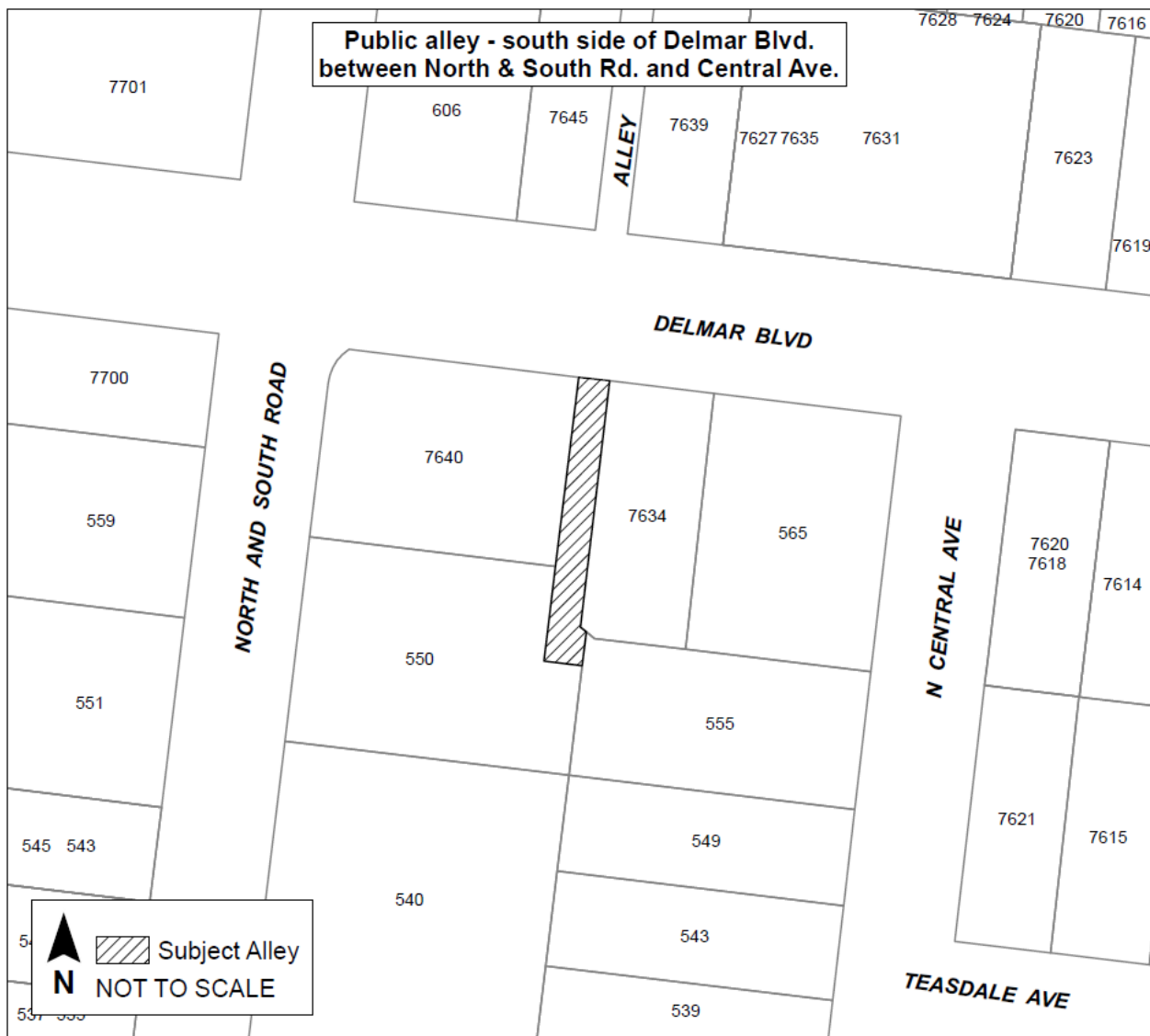
Councilmember Glickert adjourned the meeting at 8:20 p.m.

Respectfully submitted,

Joyce Pumm
City Clerk, MRCC/CMC

Notice of Public Hearing

Notice is hereby given that the City Council of University City will hold a public hearing on **Monday, September 12, 2016 at 6:30 pm** in the 5th Floor Council Chambers of City Hall, 6801 Delmar Boulevard, to consider the proposal to vacate a fifteen (15) foot-wide north/south public alley right-of-way located within Block 4 of Delmar Heights Subdivision, on the south side of Delmar Boulevard and surrounded by properties at 7640 Delmar Boulevard, 7634 Delmar Boulevard, 555 N. Central Avenue, and 550 North and South Road. Please contact Zach Greatens at 314-505-8501 with questions about the alley vacation. Persons with disabilities who require special arrangements to attend the public hearing should contact Joyce Pumm at 314-505-8605 at least 5 days prior to the meeting. All interested parties are invited to attend.



Notice of Public Hearing

Notice is hereby given that the City Council of University City will hold a public hearing on **Monday, September 12, 2016 at 6:30 pm** in the 5th Floor Council Chambers of City Hall, 6801 Delmar Boulevard, to consider the proposal for a Text Amendment to Article 6 – Historic Landmarks and Districts, Section 400.1740 of the Zoning Code for the expansion of the Civic Complex Historic District boundary to include the Old University City Library located at 630 Trinity Avenue. Please contact Zach Greatens at 314-505-8501 with questions about the proposed text amendments. Persons with disabilities who require special arrangements to attend the public hearing should contact Joyce Pumm at 314-505-8605 at least 5 days prior to the meeting. All interested parties are invited to attend.

CITY OF UNIVERSITY CITY
Joyce Pumm
City Clerk



Council Agenda Item Cover

MEETING DATE: September 12, 2016

AGENDA ITEM TITLE: Annual Renewal with the City of Chesterfield on behalf of the St. Louis APWA Salt Cooperative (Co-op) for Road Salt Purchase and Delivery

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? Yes

BACKGROUND: Each year University City joins twenty-five other municipalities with the City of Chesterfield Salt Co-op. The City of Chesterfield handles the bidding for the actual salt and the cost for the delivery of the salt to our Public Works Facility. This salt helps the Street Division Crews with removing most effectively the snow and ice from inclement weather events.

The Street Division requested purchasing eight hundred tons of de-icing road salt through the co-op from the City of Chesterfield to be used on residential streets during the winter of 2016 and 2017.

The City of Chesterfield advertised for bids for the salt and the delivery of the salt. Compass Minerals was low bid for the salt purchase and Beelman Logistics LLC for the delivery/hauling of the salt. The low bid for salt through Compass Minerals was \$49.23 per ton. The low bid for the delivery/.hauling of the salt through Beelman Logistics was \$7.82 per ton. The bid proposal for each low bid is as follows (bid document attached):

City of Chesterfield (Amount for salt: \$39,384.00)

Attn: Kathy Juergens
690 Chesterfield Parkway West
Chesterfield, Mo. 63017

Beelman Logistics LLC (Amount for salt delivery/hauling \$6,256.00)

Attn: Sue Malick
One Racehorse Drive
East St. Louis, IL. 6225

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to purchase de-icing road salt from the City of Chesterfield for \$39,384.00 to be delivered/hailed by Beelman Logistics, LLC for \$6,256.00 with both services being provided under the City of Chesterfield Salt Co-op per their 2016-1017 Rates.

ATTACHMENT: Bid document for purchase and delivery/hauling of road salt



Compass Minerals
9900 W. 109th Street, Suite 100
Overland Park, KS 66210
www.compassminerals.com
913-344-9200

March 3, 2016

Mr. Michael O'Connor
Superintendent of Maintenance Operations
c/o City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Mr. O'Connor:

I hope this letter finds you well. Per your e-mail request, Compass Minerals agrees to renew the de-icing salt contract with the Metro St. Louis Salt Cooperative. The same price (\$49.23 per ton for barge delivery to St. Louis), terms and conditions as the 2015-2016 agreement would apply through March 31, 2017. If you accept, please provide your potential salt requirement for the upcoming winter season.

Please review this proposal, sign below and return to us if you wish to accept the offer. Our fax number is 913-338-7945. If you have any questions, my number is 913-344-9330.

Thank you,

A handwritten signature in black ink that reads "Sean Lierz". The signature is written in a cursive, flowing style.

Sean Lierz
Senior Sales Manager-Highway Sales

BID RESULTS ONLY

METRO ST. LOUIS COOPERATIVE DE-ICING SALT BID

10:00 A.M., Wednesday, June 17, 2015

FALL DELIVERY 2015

JANUARY DELIVERY 2016

	FALL DELIVERY 2015	JANUARY DELIVERY 2016
Compass Minerals 9900 West 109 th Street Overland Park, KS 66210	49.23 per ton	49.23 per ton
Morton Salt Inc. 123 N. Wacker Dr. Chicago, IL 60606-1743	71.17 per ton	71.17 per ton
Cargill, Inc. 24950 Country Club Blvd., Suite 450 North Olmsted, OH 44070	77.73 per ton	77.73 per ton
Central Salt LLC 385 Airport Rd., Ste. 108 Elgin, IL 60123	92.63 per ton	92.63 per ton

NOTICE: Bids were read randomly – These are bid tabulations – NOT AWARDS

BEELMAN LOGISTICS, LLC

One Racehorse Drive
E. St. Louis IL 62205
618-646-5300 618-646-5400 fax
www.beelman.com

MC-614854-B
IL-147265 MC-B

May 2, 2016

Mr. O'Connor
City of Chesterfield
690 Chesterfield Parkway W
Chesterfield, MO 63017

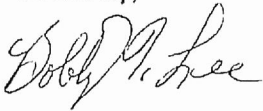
RE: Rates for APWA Metro Salt Co-Op

Dear Mr. O'Connor,

Beelman Logistics, LLC (Beelman) will extend our rates for one year for unloading and hauling of the sale for APWA Metro Salt Co-Op. Beelman has added rates for the new additional delivery sites. Attached is the completed 2016 – 2017 Chesterfield Co-Op Rate Spreadsheet.

If there is any additional sites or information that you need, please feel free to contact me.

Sincerely,



Bobby Lee
Sales Manager

Bid Form

To: The City of Chesterfield

Hauling of Snow and Ice Control Salt per Bid Specifications. The following bid for hauling of snow and ice control salt is submitted in response to your invitation to bid dated 6-23-14. Bid proposal for unloading salt from barges at a St. Louis Mississippi River port facility and loading into trucks including managing and administration cost : \$ 2.39 per ton.

It is understood that the cost for hauling will be different to each Municipality. Please submit the cost of delivery per ton, from your unloading facility to each of the following locations. This cost will be added to your bid for the administration and unloading bid, which should be the same for every city.

Name & location of unloading facility:

Beelman River Terminal

210 Bremen Ave

Venice, IL 62090

City of Delivery:

Arnold	\$ 5.66 /ton	Fairview Heights, IL	\$ 5.15 /ton
Ballwin	\$ 6.03 /ton	Fenton	\$ 5.53 /ton
Bel-Nor	\$ 5.80 /ton	Ferguson	\$ 5.21 /ton
Bel-Ridge*	\$ 5.52 /ton	Frontenac	\$ 5.71 /ton
Berkeley*	\$ 5.25 /ton	Glendale	\$ 5.71 /ton
Black Jack*	\$ 5.71 /ton	Green Park	\$ 5.71 /ton
Brentwood	\$ 5.65 /ton	Greendale	\$ 5.64 /ton
Bridgeton	\$ 5.57 /ton	Hazelwood	\$ 5.63 /ton
Charlack*	\$ 5.64 /ton	Manchester	\$ 6.04 /ton
Chesterfield	\$ 6.23 /ton	Maplewood*	\$ 5.67 /ton
Clayton	\$ 4.98 /ton	Maryland Heights	\$ 5.71 /ton
Cool Valley*	\$ 4.83 /ton	Normandy*	\$ 4.83 /ton
Crestwood	\$ 5.05 /ton	Northwoods*	\$ 5.28 /ton
Creve Coeur*	\$ 5.55 /ton	Olivette*	\$ 5.64 /ton
Des Peres	\$ 5.78 /ton	Overland*	\$ 5.61 /ton
Ellisville	\$ 6.36 /ton	Pagedale*	\$ 5.76 /ton

Pine Lawn	\$ 5.23	/ton
Richmond Heights*	\$ 5.45	/ton
Rock Hill*	\$ 5.49	/ton
St. Ann	\$ 5.61	/ton
St. John	\$ 5.64	/ton
St. Peters	\$ 6.13	/ton
Shrewsbury	\$ 5.47	/ton
Sunset Hills*	\$ 5.84	/ton
Town & Country	\$ 5.84	/ton
University City*	\$ 5.43	/ton
Vinita Park*	\$ 5.36	/ton
Webster Groves	\$ 5.13	/ton
Wildwood*	\$ 7.57	/ton
Winchester	\$ 7.11	/ton

Parkway School District*	\$ 6.64	/ton
Rockwood School District*	\$ 7.31	/ton

NOTE: *Tandems only

Exceptions:

June, 23 2014
Date

Net 15 days from invoice date
Terms

26-0599880
Federal Tax ID#


Beelman Logistics, LLC
Company

One Racehorse Drive
Address

East St. Louis, IL 62205
City/State/Zip Code

618-646-5315
Telephone

jeffh@beelman.com
Email Address

 Sales manager
Signature & Title



Council Agenda Item Cover

MEETING DATE: September 12, 2016

AGENDA ITEM TITLE: Site Plan for a 5-unit townhouse development for 7634 Delmar Boulevard and 565 N. Central Avenue in the "MR" – Medium Density Residential District

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: The Zoning Code requires that new multi-family residential developments obtain site plan approval from City Council. Staff has reviewed the proposed site plan and recommends approval with conditions set forth in the attached staff report. For its approval, this agenda item would require a motion by the City Council.

This type of development is allowed in the "MR" Zoning District.

Attachments:

Staff Report with attachments (including Site Plan application documents and drawings)

RECOMMENDATION: Approval with Conditions



Department of Community Development

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

STAFF REPORT

MEETING DATE: September 12, 2016

FILE NUMBER: SPR 16-01

COUNCIL DISTRICT: 1

Type of Review: Site Plan

Location: 565 N. Central Avenue and 7634 Delmar Boulevard – Southwest corner of Delmar Boulevard and Central Avenue

Property Owner: Mike and Nancy Georgen

Applicant: Mark Mehlman w/ Mehlman Homes Realty c/o Tyler Stephens w/ Core 10 Architects

Status of Applicant: Under contract to purchase

Requested Action: Site Plan approval from City Council to construct a five-unit townhouse development

Existing Zoning: "MR" – Medium Density Residential District

Existing Land Use: Vacant

Proposed Zoning: No change – MR District

Proposed Land Use: Multi-family residential (5-unit townhouse development)

Surrounding Zoning and Land Use:

North: MR-Medium Density Residential District
LC-Limited Commercial District

East: MR-Medium Density Residential District

South: SR-Single Family Residential District

West: LC-Limited Commercial District

Multi-family residential;
parking lot

Two-family / single-family residential

Single-family residential

Restaurant with drive-through, dry cleaner

COMPREHENSIVE PLAN CONFORMANCE

Yes No No reference

STAFF RECOMMENDATION

Approval Approval with Conditions Denial

ATTACHMENTS:

A. Conditions of Approval B. Map

C. Application documents including site plan and elevation drawings

Existing Property / Background

The subject property consists of two contiguous parcels in the “MR” – Medium Density Residential District, approximately 0.48 acres in total area, located at the southwest corner of Delmar Boulevard and N. Central Avenue. The property has been vacant since the demolition of two single family dwellings in September 2012 and May 2016. The eastern parcel has a curb-cut on N. Central Avenue. There are no curb-cuts on the western property as vehicular access had previously been from the adjacent alley to the west. The topography of the site slopes from southeast to northwest.

Though not required by City Codes, an informal informational session was held by City staff and the developer on July 25, 2016 with residents in the surrounding area to discuss the proposed site plan and review process and seek feedback. Approximately six residents attended, and asked questions regarding construction duration, landscaping and construction materials to be used. No additional public comments have been received by the City.

There is a public alley adjacent to the western property boundary of the subject site, extending south from Delmar Boulevard. The existing alley was platted as part of the subdivision and originally extended east toward N. Central Avenue. However, the eastward alley extension was vacated by City Council in 1977, leaving the existing north-south alley. The applicant has requested that the alley right-of-way be vacated and the eastern and southern portion be incorporated into the subject site. *(The alley vacation request has also been placed on the September 12, 2016 City Council agenda. City staff has recommended approval of the alley vacation as the alley serves no public purpose.)*

Applicant's Request

The current request is for Site Plan approval for a five-unit townhouse development consisting of two, 2.5-story buildings (one with two attached units and one with three attached units). Each unit has a 2-car rear-entry garage. The applicant has stated their intent for the units to be sold individually as condominiums.

As shown on the attached Site Plan, vehicular access to the site will be provided with a curb-cut onto N. Central Avenue near the southern property line, through which all five garages will be accessed. Four visitor parking spaces are proposed in the southwestern corner of the site. Landscaping is proposed in the front yard areas facing Delmar Boulevard and facing N. Central Avenue. There are no curb-cuts proposed onto Delmar Boulevard. The existing alley, if vacated, will be landscaped and provide buffering between the proposed townhouse development and commercial property to the west.

The applicant has requested an 8-foot landscape buffer along the southern property line in lieu of the 10-foot buffer required. City Council may grant an adjustment in dimensional requirements up to 20 percent if deemed appropriate and would be more effective in achieving the spirit and intent of such standards.

Analysis

The application and supporting materials were distributed to City Departments for review and comment. The analysis and staff recommendation sections of this report incorporate interdepartmental comments.

Multi-family residential dwellings, such as the proposed townhouse units, are a permitted use in the MR – Medium Density Residential District. Thus, zoning classification and the proposed use for the subject property are not at issue. At issue are the site design and circulation as well as compatibility with surrounding properties.

Upon review of the Site Plan, the proposed building complies with the density and dimensional regulations in the Zoning Code including setbacks, building height, and parking. Regarding circulation, it is staff's opinion that the location of the single proposed curb-cut on N. Central Avenue is appropriate. The curb-cut is located at a safe distance from Delmar Boulevard and there are no curb-cuts or vehicular access proposed onto Delmar Boulevard. Interior circulation would be safe and efficient with enough room for vehicles to access the private garages and visitor parking area.

Regarding the request for a 20 percent reduction in the required landscape buffer along the southern property line from 10 feet to 8 feet, it is staff's opinion that the reduction be granted. The applicant is proposing landscaping in the buffer area that exceeds the requirements in the Zoning Code. As such, it is staff's opinion that the two-foot reduction will not be detrimental nor have a negative impact on surrounding properties. The applicant has also proposed the installation of an ornamental steel fence along the south property line, per discussion with the adjacent property owner.

Staff Recommendation

The proposed townhouse development as shown on the attached Site Plan complies with all applicable provisions of the Zoning Code and with the Site Plan Review findings of fact as set forth in section 400.2630 of the Zoning Code. Accordingly, staff recommends approval of the proposed Site Plan with the conditions specified in Attachment A.

ATTACHMENT A
Site Plan – SPR 16-01 – Conditions of Approval
7634 Delmar Boulevard / 565 N. Central Avenue

[Except as noted herein below, other codes and regulations of the City of University City shall apply.]

Department of Community Development

1. A maximum 2.5-story, 5-unit townhouse development shall be permitted. The size of the buildings and layout of the development shall be as shown on the Site Plan submitted.
2. A final landscaping plan shall be submitted to the Department of Community Development for review and approval, in conjunction with a review by the City Forester. All landscaping shall be installed and maintained, and any dead trees or plant material replaced, in accordance with the approved plan as set forth in Section 400.1230 of the Zoning Code. Said landscaping plan shall be approved prior to the building permit being issued and the required landscaping shall be installed prior to the approval of any occupancy permits.
3. An ornamental steel fence with a maximum height of six (6) feet shall be installed along the southern property boundary from the southwestern corner to the building setback from N. Central Avenue.
4. All appropriate permits [e.g. building, mechanical, electrical, and plumbing] must be obtained prior to the start of any and all construction. The applicant must adhere to all requirements of the Building Code.
5. Except as noted herewith, other applicable provisions of the University City Municipal Code must be complied with.

Department of Public Works and Parks

1. On-street parking on N. Central Avenue along the new development will be restricted as required for adequate access sightlines to the driveway.

Fire Department

No Comments

Police Department

No Comments

7634 Delmar Boulevard / 565 N. Central Avenue
 Site Plan - City Council - September 12, 2016
 Existing Conditions

ATTACHMENT "B"



- Legend**
- Subject Site
 - Parcel Boundary

Prepared by: University City Dept. of Community Development Staff - August, 2016;
 Data Source: St. Louis County Department of Planning, GIS Database 2015; Aerial Imagery-2015
 September 12, 2016





Department of Community Development

6801 Delmar Boulevard • University City, Missouri 63130 • 314-505-8500 • Fax: 314-862-3168

APPLICATION FOR SITE PLAN REVIEW FOR: Southwest corner of Delmar Blvd. & Central Ave
Address / Location / Site of Building

1. Zoning District (Check one): CC GC HR HRO IC LC LR X MR PA PD SR

2. State proposed use: 5 connected townhouses with individual garages below grade.

3. Describe existing premises: Site is currently vacant

4. Describe proposed construction (please attach additional narrative): Wood frame structure on concrete foundation

5. State applicant's name, address and daytime telephone number: Tyler Stephens, CORE10 Architecture
4501 Lindell Blvd, St. Louis, MO 63108 (314) 726-4858

6. Applicant's interest in the property (check one): Owner Tenant Under contract to purchase Under contract to lease
X Other (specify): Architect

7. State name and address and daytime telephone number of owner, if other than applicant:
The Magnolia Townhomes LLC, 34 N. Brentwood, Clayton, MO suite 207 (314) 726-3320

8. Check type of authorization(s) required:
X New Development: This does not include single or two-family dwellings.
Substantial Addition: Additions to buildings, or new accessory buildings, when 1) the addition or new accessory building is greater than 25% of the existing principal building; 2) the addition or new accessory building exceeds 1,000 square feet in gross floor area; 3) curb cuts are required; or 4) when such new construction reduces existing parking or significantly modifies existing on-site circulation (this does not include single or two-family dwellings).

Canopies: Canopies constructed over existing walkways, loading docks, or pump islands, where such new construction reduces existing parking or significantly modifies existing on-site circulation.

Tax Exemption: Person, association, corporation, religious institution, charity or foundation that has been designated by any governmental entity as exempt from payment of any tax levied by the city seeking to purchase or occupy real property in University City per Municipal Code ' 5.04.210.

Olive Boulevard Design Guideline Review.

Amendment: Amendment to any of the above.

X Other (specify): Requesting a 20% reduction in the required landscape buffer along the southern property line.

The undersigned hereby makes application for a Site Plan Review and requests the authorization of the City Council to proceed with the activities described in this application.

6.24.14
Date

[Signature]
Applicant's Signature and Title

FOR OFFICE USE ONLY

Date: Application first received of

Application fee in the amount of \$ Receipt #

July 5, 2016

City of University City
Community Development Department
6801 Delmar Blvd, 4th Floor
University City, MO 63130

Re: Mehlman Realty Site Plan submission for
565 N. Central Ave and 7634 Delmar Blvd

This letter shall serve as confirmation that we, Michael R. Georgen and Nancy B. Georgen are the property owners of 565 N Central Ave, University City, MO 63130.

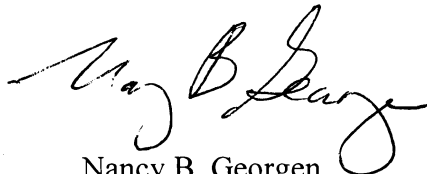
Additionally, 7634 Delmar Blvd is owned by Bemiston Avenue LLC. Our signatures below shall also serve as confirmation that Michael R Georgen is the Manager and Nancy Georgen is an Authorized Person for Bemiston Avenue LLC.

Currently both properties are under contract to sell to Mehlman Homes Realty LLC for the development of 5 Townhouses on this combined site. Mehlman Homes Realty LLC and affiliates have our permission to submit a Site Plan review to University City for approval.

Thank you,



Michael R. Georgen
7298 Greenway Ave
St. Louis, MO 63130



Nancy B. Georgen
7298 Greenway Ave
St. Louis, MO 63130



Date: July 25, 2016
To: Zach Graetens
City of University City
6801 Delmar Boulevard
Re: **Site Plan Review**
Delmar and Central Townhouses
Project Number: 16112
Copy: File

Zach,

We are pleased to submit our application and submittal for a new townhouse project to be located on the corner of Delmar Boulevard and Central Ave. for Mehlman Realty to be located in University City.

The project consists of 5, for sale townhouses, 3 connected along Central Ave and 2 connected along Delmar Boulevard, turning the corner. Each unit will be 2 1/2 stories above grade with a basement level below. Each unit will be independent from the others, with a 2 car private garage located in the basement for each. Access to the garages will be from internal driveways located on the back of the structures, with ingress/egress out of the site located in the southeast corner on to Central Ave. Additionally, there will be 4 guest parking spaces located in the rear of the building along with an enclosed area for individual trash containers.

Michael Byrd, AIA
Tyler Stephens, AIA

The site will be heavily landscaped in front of each unit in order to create the image of private front yard space along the street, with individual sidewalks up to a raised entry porch. Landscape buffers will be provided along the south and west property lines, adjacent to surrounding properties. Due to site restrictions, we are requesting a 20% reduction in the required landscape buffer along the southern property line. The rear drive access to the garages will be elevated below street level with a retaining wall along the south edge of the property.

Please receive this letter and the attached drawings by way of further detailed explanation to the project.

Tyler Stephens, AIA
Project Architect

DELMAR BLVD (80')

EXISTING ALLEY (VACATED)

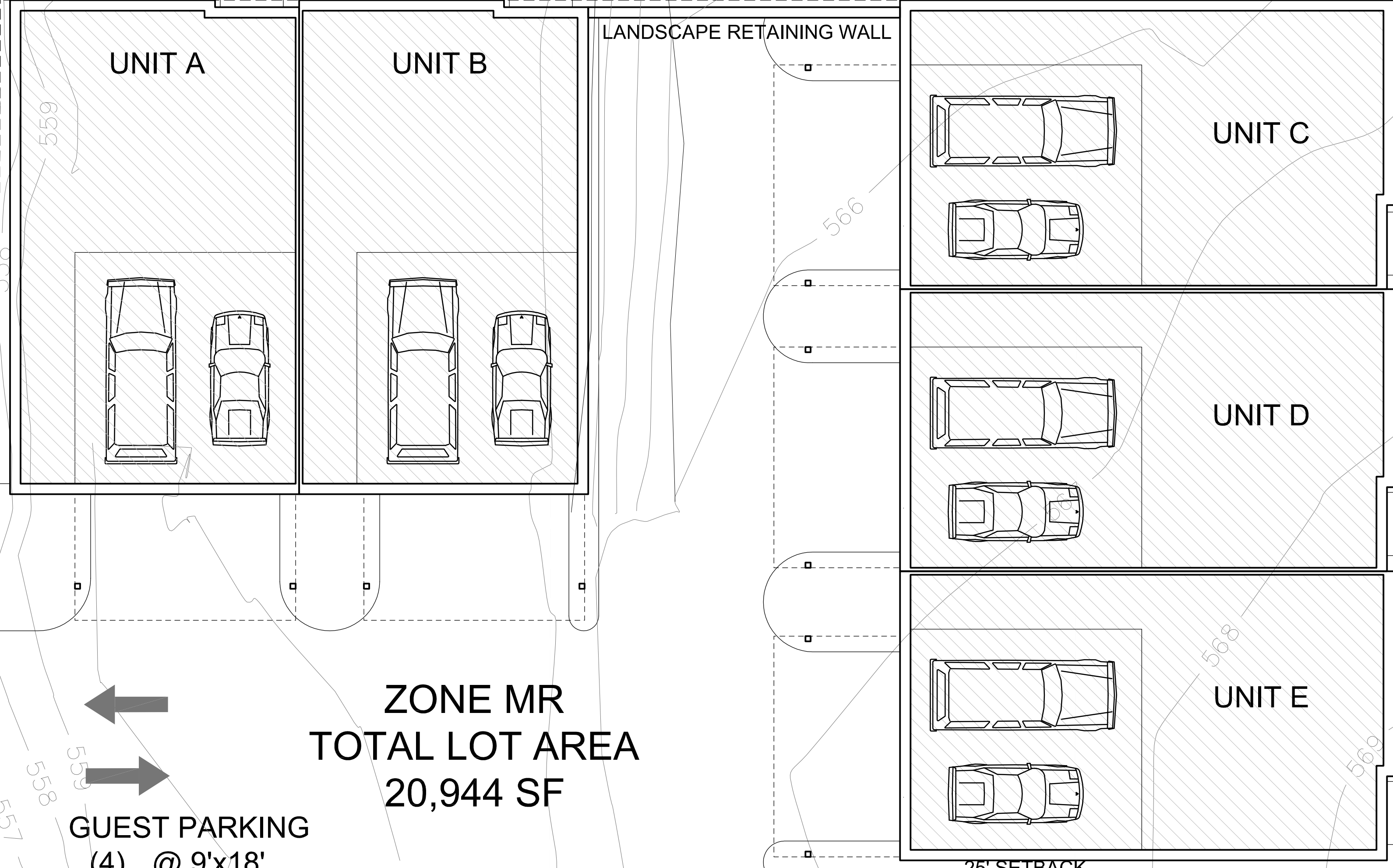
ZONE LC
7640 DELMAR
(STARBUCKS)

ZONE LC
550 NORTH AND SOUTH
(DRY CLEANERS)

ZONE MR
TOTAL LOT AREA
20,944 SF

GUEST PARKING
(4) @ 9'x18'

TRASH



CENTRAL AVE (60')

ZONE SR
555 NORTH CENTRAL

MEHLMAN REALTY
34 N. BRENTWOOD, SUITE 207
CLAYTON, MO 63105
PRELIMINARY
NOT FOR CONSTRUCTION

TYLER STEPHENS - ARCHITECT
MO# A-8090
STATE OF MISSOURI
ARCHITECTURAL CORPORATION
ORIGINAL CERTIFICATE/LICENSE NO. 000639

DRAWING TITLE
ARCHITECTURAL SITE PLAN
PROJECT TITLE
THE MAGNOLIA TOWHHOMES
DELMAR AND CENTRAL
UNIVERSITY CITY

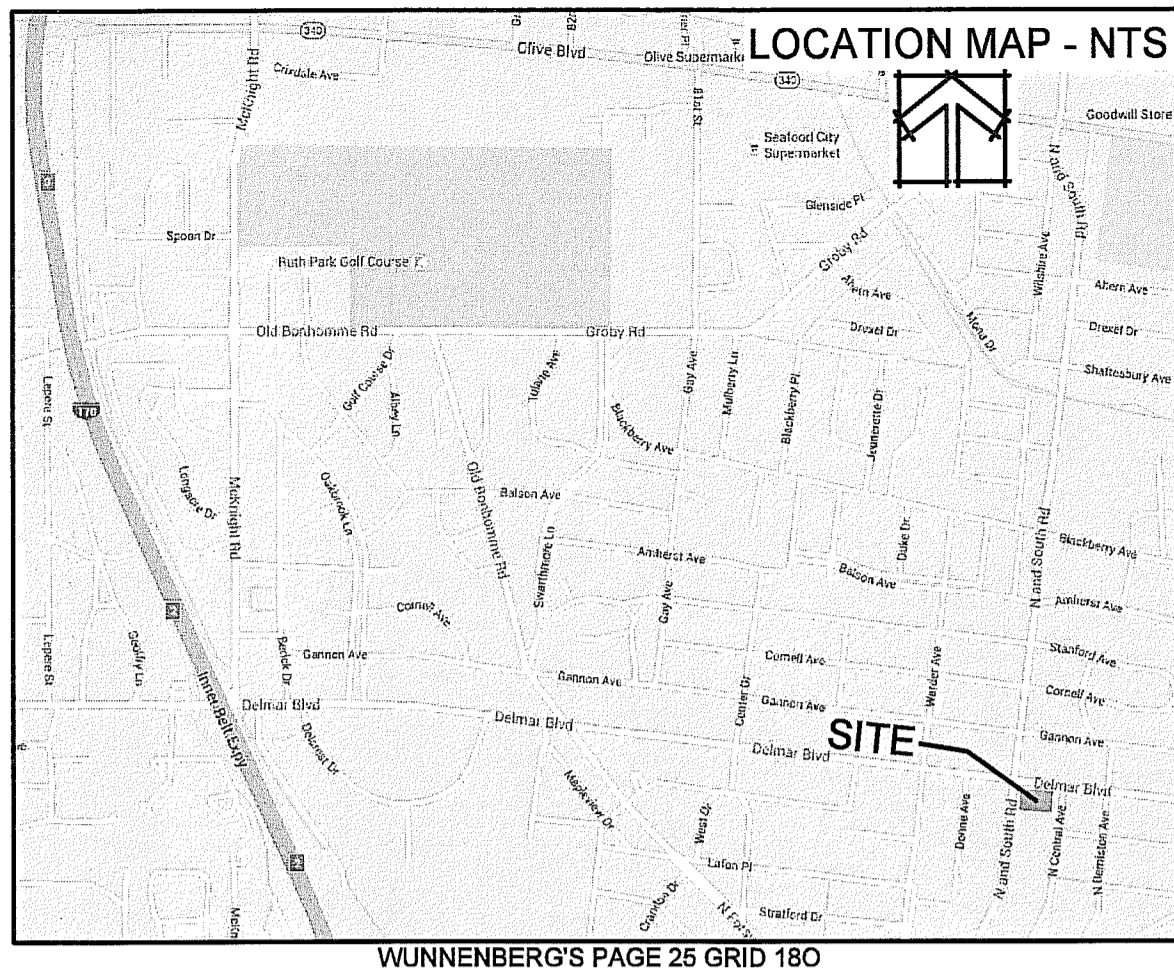
CORE10 ARCHITECTURE logo with contact information: 4501 Lindell Blvd., Suite 101, Saint Louis, Missouri 63108, 314.726.4858, CORE10architecture.com

DATE	REVISIONS
06.24.16	SITE PLAN REVIEW
08.02.16	REVIEW COMMENTS

DATE: 17 JUNE 2016
PROJECT NO.: 16112

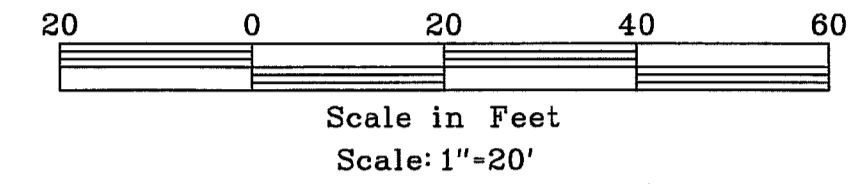
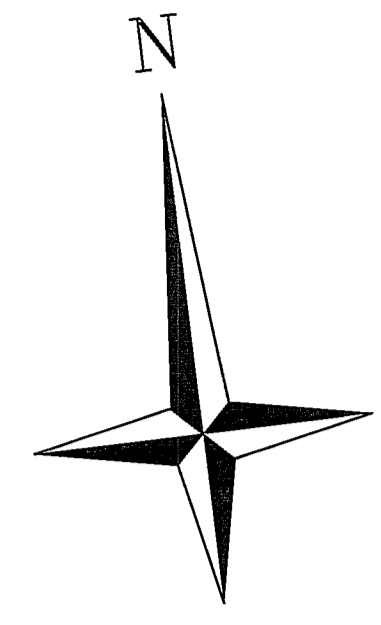
SITE PLAN
1/8" = 1'-0"

SHEET NO. A0.2
ALL LOCAL CODES SHALL PREVAIL.
CONTRACTOR TO FIELD VERIFY ALL
DIMENSIONS AND EXISTING CONDITIONS
BEFORE CONSTRUCTION BEGINS.
DRAWN BY: SH CHECKED BY: TS
K-2-10

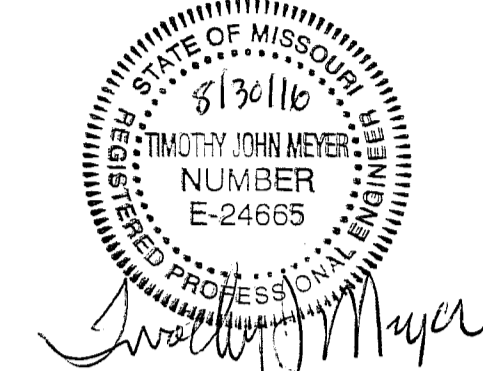


A TRACT OF LAND BEING LOTS 17, 18 AND 19
IN BLOCK 4 OF DELMAR HEIGHTS
IN U.S. SURVEY 2033
TOWNSHIP 45 NORTH - RANGE 6 EAST
UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

- LEGEND**
- A.I. AREA INLET
 - BF. ELEVATION OF BASEMENT FLOOR
 - BW. FINISHED GRADE AT BOTTOM OF WALL
 - E.M. ELECTRIC METER
 - FF. ELEVATION OF FIRST FLOOR
 - F.H. FIRE HYDRANT
 - G.I. GRATE INLET
 - M.H. MANHOLE
 - RCP. REINFORCED CONCRETE PIPE
 - U.P. UTILITY POLE
 - VCP. VITRIFIED CLAY PIPE
 - W.V. WATER VALVE
 - TBR. TO BE REMOVED
 - TBR&R. TO BE REMOVED AND REPLACED
 - TF. ELEVATION AT TOP OF FOUNDATION
 - TW. FINISHED GRADE AT TOP OF WALL
 - UIP. USE IN PLACE
 - OU. OVERHEAD UTILITIES
 - UE. UNDERGROUND ELECTRIC
 - W. WATER SERVICE
 - G. GAS SERVICE
 - X. FENCE



MEHLMAN REALTY
34 N. BRENTWOOD, SUITE 207
CLAYTON, MO 63105



TIMOTHY J. MEYER
PROFESSIONAL ENGINEER
NO. E-24665

VOLZ
 Incorporated
 ENGINEERS
 LAND PLANNING
 LAND SURVEYING
 TRANSPORTATION
 TRANSPORTATION
 CONSULTING
 1008 S. 11th St., Suite 100
 St. Louis, Missouri 63104
 314-426-6212 Main
 www.volzinc.com
 Authority #203

DRAWING TITLE
SITE & GRADING PLAN
 PROJECT TITLE
THE MAGNOLIA TOWHHOMES
 7634 DELMAR BLVD AND 565 CENTRAL AVE
 UNIVERSITY CITY, MO 63130

LAND DISTURBANCE = 24,535 SF = 0.56 AC

STORMWATER RUNOFF DIFFERENTIAL CALCULATIONS	
TOTAL SITE AREA =	20,943 sf
EXISTING	
PERVIOUS AREA =	13,911 sf
PERVIOUS PERCENTAGE =	66.4%
20YR-20MIN PI FACTOR =	1.78
PERVIOUS FLOWRATE (Q) =	0.57 cfs
IMPERVIOUS AREA =	7,032 sf
IMPERVIOUS PERCENTAGE =	33.6%
20YR-20MIN PI FACTOR =	3.70
IMPERVIOUS FLOWRATE (Q) =	0.60 cfs
FLOWRATE (Q) =	1.17 cfs
PROPOSED	
PERVIOUS AREA =	7,410 sf
PERVIOUS PERCENTAGE =	35.4%
20YR-20MIN PI FACTOR =	1.78
PERVIOUS FLOWRATE (Q) =	0.30 cfs
IMPERVIOUS AREA =	13,533 sf
IMPERVIOUS PERCENTAGE =	64.6%
20YR-20MIN PI FACTOR =	3.70
IMPERVIOUS FLOWRATE (Q) =	1.15 cfs
FLOWRATE (Q) =	1.45 cfs
DIFFERENTIAL FLOWRATE	
PROP Q - EX Q =	0.28 cfs

PRIVATE SEWERS

ALL NEW SEWER PIPES, STRUCTURES, AND APPURTENANCES SHOWN HEREON SHALL BE PRIVATE UNLESS OTHERWISE INDICATED.

PRIOR TO OBTAINING A CONSTRUCTION PERMIT FROM THE METROPOLITAN ST. LOUIS SEWER DISTRICT, THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE THE DISTRICT WITH A COPY OF AN EXECUTED CERTIFICATE OF INSURANCE INDICATING THAT THE PERMITTEE HAS OBTAINED AND WILL CONTINUE TO CARRY COMMERCIAL GENERAL LIABILITY AND COMPREHENSIVE AUTO LIABILITY INSURANCE. THE REQUIREMENTS AND LIMITS SHALL BE AS STATED IN THE "RULES AND REGULATIONS AND ENGINEERING DESIGN REQUIREMENTS FOR SANITARY AND STORMWATER DRAINAGE FACILITY", SECTION 10.099 (ADDENDUM)

PART 4 - PIPE SEWER CONSTRUCTION

SECTION B, PIPE FIELD TESTS, PARAGRAPH 2, REACH INTEGRITY TESTING - DELETE THE FIRST SENTENCE AND THE FOLLOWING REPLACEMENT APPLIES:

ALL SANITARY AND COMBINED SEWERS SHALL SUSTAIN A MAXIMUM LEAKAGE LIMIT OF 100 GALLONS/INCH OF PIPE DIAMETER/MILE OF LINE/DAY, AS REQUIRED BY THE MISSOURI DEPARTMENT OF NATURAL RESOURCES SPECIFICATIONS.

SECTION B, PIPE FIELD TESTS, PARAGRAPH 2, REACH INTEGRITY TESTING, SUBPARAGRAPH C, INFILTRATION TESTING - DELETE THE SIXTH SENTENCE, CONCERNING LEAKAGE LIMITS, AND THE FOLLOWING REPLACEMENT APPLIES:

THE MEASUREMENT OF LEAKAGE SHALL NOT EXCEED 100 GALLONS/INCH OF PIPE DIAMETER/MILE OF LINE/DAY, AS REQUIRED BY THE MISSOURI DEPARTMENT OF NATURAL RESOURCES SPECIFICATIONS.

SECTION B, PIPE FIELD TESTS, PARAGRAPH 4, MANHOLE TESTING, SUBPARAGRAPH A, VACUUM TESTING - AFTER THE FIRST SENTENCE, THE FOLLOWING ADDITION APPLIES:

THE VACUUM TEST MUST BE PERFORMED PRIOR TO BACKFILLING AROUND THE MANHOLE UNLESS THE CONTRACTOR PROVIDES DOCUMENTATION FROM THE PRECAST MANHOLE MANUFACTURER STATING THAT THE MANHOLE MAY BE VACUUM TESTED AFTER BACKFILLING HAS TAKEN PLACE. THE CONTRACTOR MUST SUBMIT THIS DOCUMENTATION PRIOR TO BACKFILLING AROUND ANY MANHOLE.

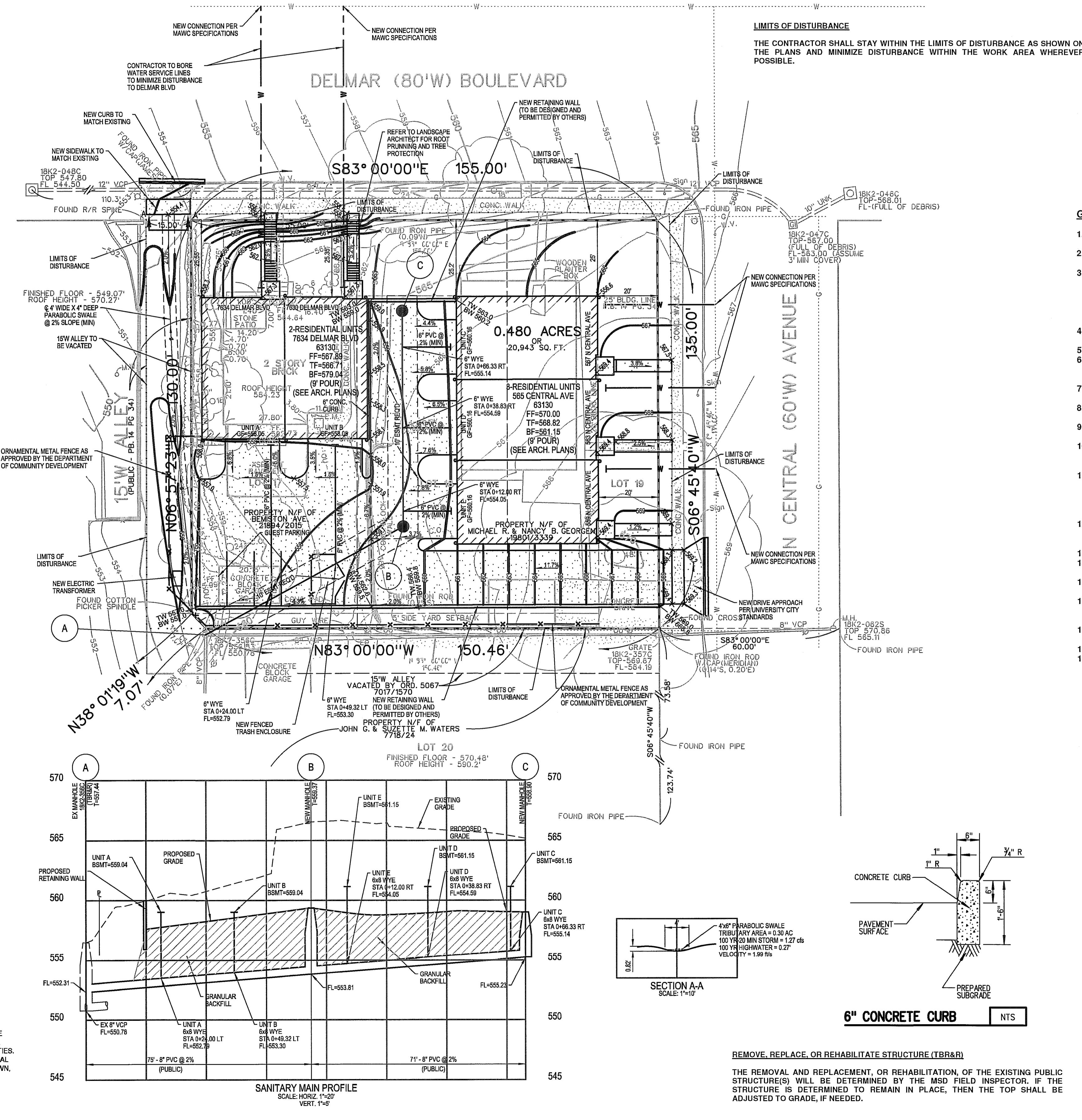
SECTION B, PIPE FIELD TESTS, PARAGRAPH 4, MANHOLE TESTING, SUBPARAGRAPH B, EXFILTRATION TESTING - DELETE THE SECOND SENTENCE, CONCERNING LEAKAGE LIMITS, AND THE FOLLOWING ADDITION APPLIES:

OR EXFILTRATION TESTING, THE ALLOWABLE LEAKAGE LIMIT IS 100 GALLONS/INCH OF PIPE DIAMETER/MILE OF LINE/DAY WHEN THE AVERAGE HEAD ON THE TEST SECTION IS THREE FEET 3" OR LESS.

NOTE - PIPE JOINTS WITH ADAPTERS AND COUPLINGS SHALL BE SUPPLIED AND INSTALLED WITH 316 STAINLESS STEEL NUT AND BOLT CLAMPS (T-BOLT) CONFIGURATION; AND WITH STAINLESS STEEL SHEAR BANDS, BEING A MINIMUM OF TWELVE (12) MILS (MSD STD CONST. SPECS. PT 2, SUBSECTION H-11). WORM DRIVE HOSE CLAMPS AND CONCRETE BACKFILLING (CAUSTICITY) WILL NO LONGER BE ALLOWED AT THOSE JOINTS. GRANULAR BACKFILL SHOULD BE USED. IF FLOWABLE BACKFILL IS REQUIRED, THE CONTRACTOR SHALL WRAP AND TAPE THE ADAPTERS AND COUPLINGS WITH A SIX (6) MIL POLYETHYLENE SHEET.

CALL MISSOURI ONE CALL SYSTEMS INC. TWO FULL WORKING DAYS IN ADVANCE OF STARTING WORK.

THE UNDERGROUND UTILITIES SHOWN HEREIN WERE PLOTTED FROM AVAILABLE INFORMATION AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, OR NONEXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE OR OTHER UTILITIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND UTILITIES IN THE FIELD, SHOWN OR NOT SHOWN, PRIOR TO ANY GRADING, EXCAVATION, OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319, RSMO.



STORMWATER MANAGEMENT NOTE:

LAND AREA DISTURBED = 24,535 SF = 0.56 AC

ANY FUTURE LAND DISTURBANCE AND/OR INCREASE IN IMPERVIOUS AREA ON THIS SITE MAY REQUIRE ADDITIONAL STORM WATER MANAGEMENT PER MSD REGULATIONS IN PLACE AT THAT TIME (INCLUDING TOTAL LAND DISTURBANCE AND/OR IMPERVIOUSNESS ADDED ON THIS PLAN).

DETENTION FOR ANY FUTURE DEVELOPMENT SHALL INCLUDE THESE IMPROVEMENTS AS WELL.

- GENERAL NOTES**
- GENERAL CONTRACTOR TO VERIFY STORM AND SANITARY SEWER LOCATION AND ELEVATIONS PRIOR TO START OF WORK.
 - CONTRACTOR IS RESPONSIBLE TO SECURE ALL NECESSARY APPROVALS PRIOR TO THE START OF CONSTRUCTION OPERATIONS.
 - ALL STORM AND SANITARY SEWER STRUCTURES AND APPURTENANCES TO BE DEDICATED TO MSD, OR TO BE PRIVATE UNDER MSD INSPECTION, SHALL CONFORM TO THE METROPOLITAN ST. LOUIS SEWER DISTRICT, STANDARD CONSTRUCTION SPECIFICATIONS FOR SEWERS AND DRAINAGE FACILITIES, 2009. THAT WILL INCLUDE STANDARD DETAILS SHOWN THEREIN, AND SHALL INCLUDE ALL SUBSEQUENT CHANGES THERETO.
 - ALL DISTURBED AREAS SHALL BE RESTORED AS SOON AS PRACTICAL. LAWN AREAS SHALL BE SEED OR SODDED. SWALES SHALL BE SODDED.
 - ALL EROSION CONTROL SHOULD BE MAINTAINED FOR THE DURATION OF THE PROJECT.
 - ALL SILT FENCE AND EROSION CONTROL SHALL BE MAINTAINED UNTIL CONSTRUCTION IS COMPLETE AND VEGETATION IS ROOTED AND ESTABLISHED. CONTRACTOR SHALL PROTECT NEIGHBORING PROPERTIES AND STREETS FROM SILT.
 - CONSULT SOILS ENGINEER FOR SOIL COMPACTION RECOMMENDATIONS. ALL GRADES SHALL BE WITHIN 0.2 FEET, PLUS OR MINUS, OF THOSE SHOWN ON THE GRADING PLAN.
 - NO SLOPE SHALL BE STEEPER THAN 3 HORIZONTAL TO 1 VERTICAL UNLESS APPROVED BY SOILS ENGINEER.
 - CONTRACTOR IS RESPONSIBLE FOR MONITORING GRADING OPERATION AND ACCURACY OF FINAL ROUGH GRADES.
 - SPOT ELEVATIONS SHOWN ARE EXTERIOR FINISHED GRADE ELEVATIONS. EXTERIOR FINISHED GRADE ELEVATIONS SHALL BE A MINIMUM OF 8" BELOW THE TOP OF FOUNDATION.
 - P.V.C. GRAVITY SANITARY SEWER PIPE SIZES 4" THROUGH 15" SHALL CONFORM TO THE REQUIREMENTS OF A.S.T.M. D-3034, FOR THE PSM-PVC SEWER PIPE FITTINGS, SDR-35. LARGE DIAMETER PLASTIC GRAVITY SEWER PIPE AND FITTINGS SHALL CONFORM TO THE REQUIREMENTS OF A.S.T.M. F-679. ALL FITTINGS FOR P.V.C. PIPE SHALL BE OF THE SAME MATERIAL AND STRENGTH REQUIREMENTS AS THE SEWER PIPE.
 - WHEN P.V.C. PIPE IS USED, APPROPRIATE RUBER SEAL WATERSTOP, AS APPROVED BY THE SEWER DISTRICT, SHALL BE INSTALLED BETWEEN P.V.C. PIPE AND MASONRY CONCRETE AND/OR BRICK STRUCTURES.
 - ELECTRIC SERVICE TO RESIDENCE TO BE UNDERGROUND.
 - NO CONSTRUCTION EQUIPMENT OR MATERIALS ARE TO BE TRANSPORTED OR STORED UNDER THE DRIPLINE OF TREES SCHEDULED TO REMAIN. SEE LANDSCAPE PLAN.
 - ALL WORK IN OR ACROSS THE RIGHT-OF-WAY WILL REQUIRE A PERMIT ISSUED BY THE UNIVERSITY CITY PUBLIC WORKS DEPARTMENT.
 - ANY UTILITY CUTS IN THE RIGHT-OF-WAY FOR CONNECTING SERVICES SHALL BE RESTORED PER RIGHT-OF-WAY PERMIT. THERE MAY BE EXTRA CHARGES FOR DEGRADATION FEES ON THE CUT AREAS OF ROADWAYS.
 - STREET TREES SHALL BE PROTECTED FROM CONSTRUCTION. SEE LANDSCAPE ARCHITECT FOR ROOT PRUNING DETAILS.
 - SEE SHEET 04 FOR SEWER NOTES AND DETAILS.
 - BOUNDARY AND TOPOGRAPHIC SURVEY PERFORMED BY VOLZ INCORPORATED MARCH, 2016.

PUBLIC SEWER MAINTENANCE

MAINTENANCE OF THE SEWERS DESIGNATED AS "PUBLIC" SHALL BE THE RESPONSIBILITY OF THE METROPOLITAN ST. LOUIS SEWER DISTRICT UPON DEDICATION OF THE SEWERS TO THE DISTRICT.

TRENCH BACKFILL COMPACTION AND TESTING REQUIREMENTS

THE CONTRACTOR IS TO REFER TO SECTION H OF THE METROPOLITAN ST. LOUIS SEWER DISTRICT, STANDARD CONSTRUCTION SPECIFICATIONS FOR SEWERS AND DRAINAGE FACILITIES, 2009 EDITION, TO ESTABLISH THE REQUIREMENTS FOR THE SPECIFIC TYPE OF BACKFILL BEING USED.

SHOP DRAWING REVIEW NOTE

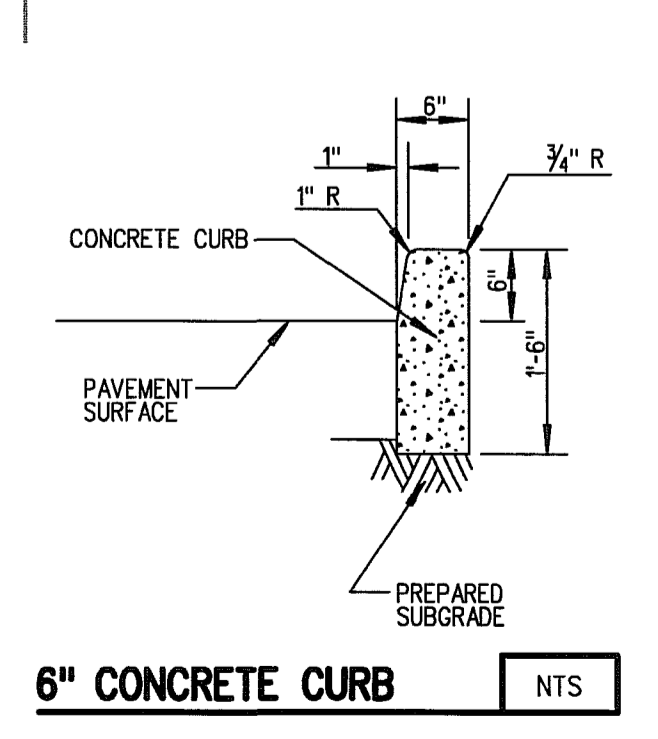
THE PROJECT ENGINEER SHALL PROVIDE CERTIFIED SHOP DRAWINGS TO MSD FOR APPROVAL PRIOR TO CONSTRUCTION OF THE PUBLIC SEWERS AND BMPS. THE MSD CONTACT IS BRIAN DUNN AT 314-335-2072.

BACKFLOW PREVENTION

BACKFLOW PREVENTION SHALL BE PROVIDED IN ACCORDANCE WITH CURRENT LOCAL PLUMBING CODES.

St. Louis County Benchmark 14-514 Elev. = 595.47 (NAVD88 DATUM) Cut "L" on the southeast corner of the concrete base of a parking area light post situated southeast of a Sinclair sign in a landscaped island in the northeast quadrant of Delmar Boulevard and Hanley Road, near the southwest corner of the Sinclair gas station at #7489 Delmar Boulevard, roughly 40' west of a sanitary manhole in the sidewalk on the north side of Delmar Boulevard and 23' southeast of a communications manhole in the sidewalk on the east side of Hanley Road.

Site Benchmark - Elevation 555.57 top of Iron pipe found near the Northwest corner of 7634 Delmar Ave.

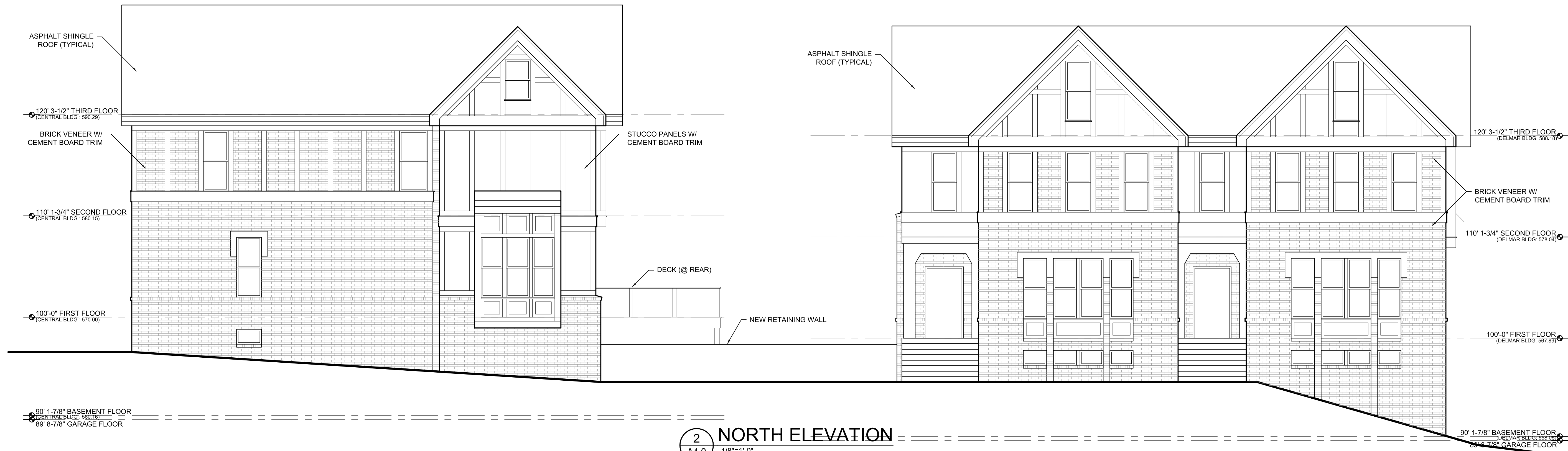


REMOVE, REPLACE, OR REHABILITATE STRUCTURE (TBR&R)

THE REMOVAL AND REPLACEMENT, OR REHABILITATION, OF THE EXISTING PUBLIC STRUCTURE(S) WILL BE DETERMINED BY THE MSD FIELD INSPECTOR. IF THE STRUCTURE IS DETERMINED TO REMAIN IN PLACE, THEN THE TOP SHALL BE ADJUSTED TO GRADE, IF NEEDED.



1 EAST ELEVATION
A4.0 3/16"=1'-0"



2 NORTH ELEVATION
A4.0 1/8"=1'-0"

DRAWING TITLE
EXTERIOR ELEVATIONS

PROJECT TITLE
THE MAGNOLIA TOWHHOMES
DELMAR AND CENTRAL
UNIVERSITY CITY



DATE	REVISIONS
06.24.16	• SITE PLAN REVIEW
08.02.16	• REVIEW COMMENTS

DATE: 17 JUNE 2016
PROJECT NO. 16112

SHEET NO. A4.0
ALL LOCAL CODES SHALL PREVAIL.
CONTRACTOR TO FIELD VERIFY ALL
DIMENSIONS AND EXISTING CONDITIONS
BEFORE CONSTRUCTION BEGINS.
DRAWN BY: SH CHECKED BY: TS



1 WEST ELEVATION
A4.1 3/16" = 1'-0"



2 SOUTH ELEVATION
A4.1 3/16" = 1'-0"



DATE	REVISIONS
06.24.16	• SITE PLAN REVIEW
08.02.16	• REVIEW COMMENTS
•	
•	
•	
•	
•	
•	

DATE: 17 JUNE 2016
PROJECT NO. 16112



Council Agenda Item Cover

MEETING DATE:	September 12, 2016
AGENDA ITEM TITLE:	Conditional Use Permit (C.U.P.) application for 6757 Olive Boulevard – Mark Groenda with Blackline Design and Construction, on behalf of Ellicia Qualls with Urban Sprouts Child Development Center; daycare facility in IC – Industrial Commercial District.
AGENDA SECTION:	City Manager's Report
COUNCIL ACTION:	Motion by City Council required for Approval
CAN THIS ITEM BE RESCHEDULED?:	Yes

BACKGROUND REVIEW: Attached are the relevant documents for the above-referenced C.U.P. application. A public hearing was conducted by the Plan Commission on July 27, 2016 as required. One member of the public spoke and expressed concerns regarding potential traffic impact on the adjacent alley. Upon review and consideration of the C.U.P., Plan Commission recommended approval of the application with conditions. The letter of transmittal from Plan Commission with its recommendation is attached.

Subsequent to the Plan Commission meeting, new comments were received from a representative of the Third Ward on two issues:

1. *Proposed vehicular exit to the alley* -- impact of the traffic on the alley and residential property to the north. These concerns were addressed at the staff and Plan Commission level; however, other options of egress were asked to be explored, including the elimination of the alley exit.
2. *Parking during occasional special events* – depending on the special event, onsite parking may not be adequate. Options to accommodate occasional overflow parking were asked to be explored.

In accordance with Zoning Code, Section 400.2700 Review Procedure, City Council may modify the Plan Commission's recommendations on a C.U.P. To accommodate the concerns above, a revised Site Plan was submitted to Department of Community Development staff on September 7, 2016. The revised site plan provided for two-way access to/from Olive Boulevard rather than ingress only, and eliminated the vehicular egress onto the alley. To address the second concern noted above, the applicant will make arrangements with one or more adjacent property owners to allow for overflow parking during occasional special events. It is not necessary for these two additional conditions be reviewed by Plan Commission prior to City Council making its final decision.

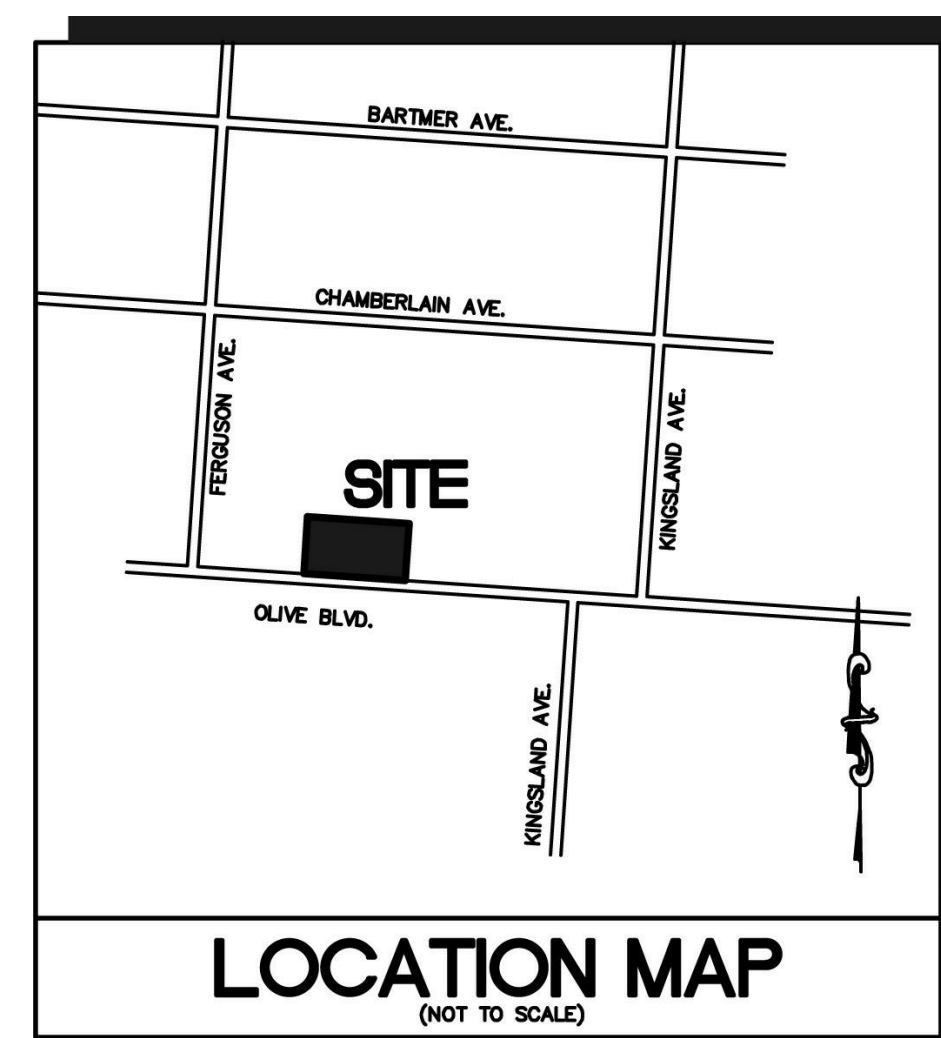
RECOMMENDATION: Staff from the departments of Community Development and Public Works and Parks reviewed the revised site plan and recommend approval. To include the recent changes in the City Council recommendation, a motion similar to the following should be made:

City Council motions to approve the C.U.P. with Plan Commission recommendations; and as per the revised Site Plan submitted on September 7, 2016; and with the condition that the business owner/operator shall make arrangements to accommodate off-street overflow parking during occasional special events.

Attachments:

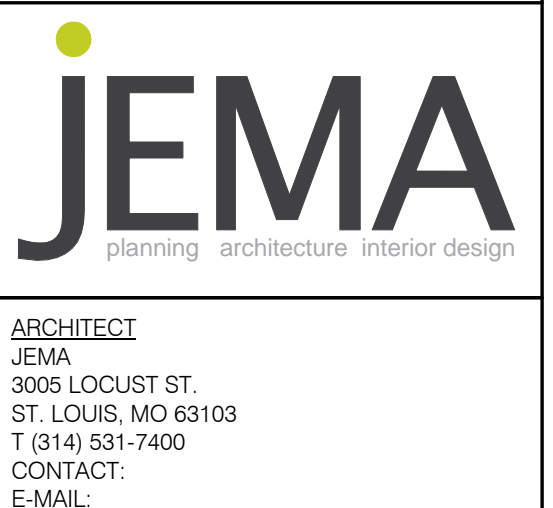
- 1: Revised Site Plan of September 7, 2016
2. Transmittal letter from Plan Commission with recommended conditions
- 3: Staff Report to Plan Commission with application documents and original site plan. *Note: Once prepared and submitted to Plan Commission, the staff report is not altered to reflect modifications that may occur after Plan Commission consideration. Such changes are reflected in the City Council cover sheet only.*

ATTACHMENT 1:
Revised Site Plan of September 7, 2016

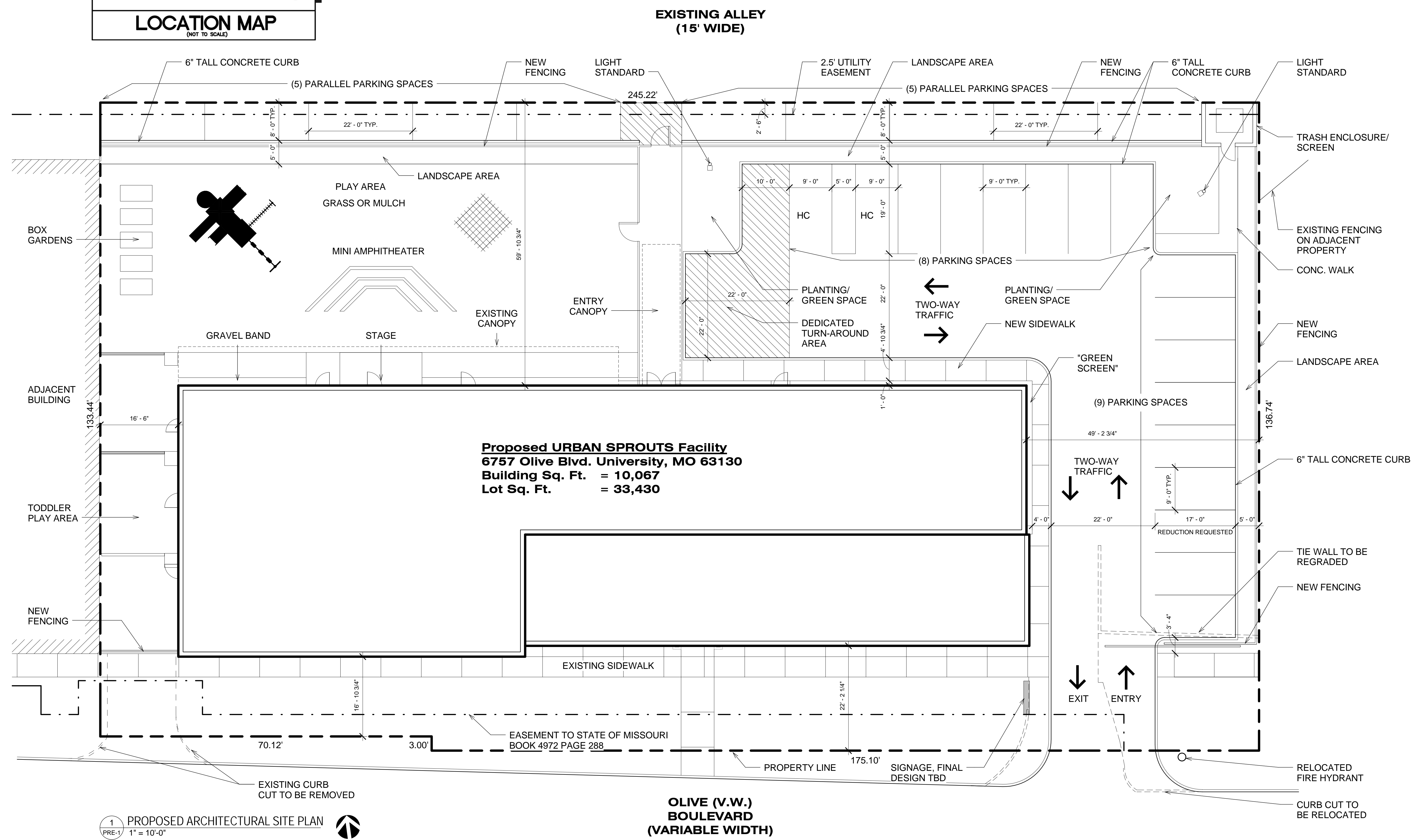


- GENERAL NOTES:**
1. AREA OF EXISTING BUILDING IS 10,067 SQ. FT. AREA OF EXISTING LOT IS 33,340 SQ. FT.
 2. ANY GRADING AND EROSION CONTROL MEASURES WILL REQUIRE APPROVAL FROM THE DEPT. OF PUBLIC WORKS AND PARKS.
 3. ALL PROPOSED SIGNAGE WILL COMPLY WITH THE ZONING CODE REGULATIONS.
 4. ALL FENCING INSTALLED ON OLIVE BOULEVARD WILL MEET OLIVE BOULEVARD DESIGN GUIDELINES.
 5. THE SUBJECT PROPERTY IS ZONED "IC" - INDUSTRIAL COMMERCIAL DISTRICT. PROPERTIES TO THE SOUTH, EAST, AND WEST ARE ALSO IC. PROPERTIES TO THE NORTH ARE "SR" - SINGLE FAMILY RESIDENTIAL DISTRICT.
 6. (27) TOTAL PARKING SPACES ARE PROVIDED ON PROPERTY.

URBAN SPROUTS
6757 OLIVE BLVD.
UNIVERSITY CITY, MO 63130



ARCHITECT
 JEMA
 3005 LOCUST ST.
 ST. LOUIS, MO 63103
 T (314) 531-7400
 CONTACT:
 E-MAIL:



1 PROPOSED ARCHITECTURAL SITE PLAN
 PRE-1 1" = 10'-0"

No.	Date	Description
	06/26/16	C.U.P.
	07/12/16	C.U.P.
	07/18/16	C.U.P.
	07/19/16	C.U.P.
	07/21/16	C.U.P.
	08/31/16	PRELIM. REVIEW
	09/07/16	FINAL REV. SITE

DRAWN BY: **S.HOOVER**
 PROJECT NUMBER: **16-1176.00**

SHEET TITLE:
ARCHITECTURAL SITE PLAN
PRE-1

ATTACHMENT 2:
Transmittal letter from Plan Commission
with recommended conditions



Plan Commission

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

August 25, 2016

Ms. Joyce Pumm, City Clerk
City of University City
6801 Delmar Boulevard
University City, MO 63130

RE: Application for Conditional Use Permit PC 16-02 – daycare facility at 6757 Olive Boulevard.

Dear Ms. Pumm,

At its regular meeting on July 27, 2016 at 6:30 pm in the Heman Park Community Center, 975 Pennsylvania Avenue, the Plan Commission conducted a public hearing on the above-referenced application by Mark Groenda with Blackline Design and Construction, on behalf of Ellicia Qualls with Urban Sprouts Child Development Center, for a Conditional Use Permit in the “IC” – Industrial Commercial District.

By a vote of 6 to 0, the Plan Commission recommended approval of the application subject to the conditions in Attachment A.

Sincerely,

Linda Locke, Chairperson
University City Plan Commission

ATTACHMENT A
Conditional Use Permit PC 16-02 – 6757 Olive Boulevard

[Except as noted herein below, other codes and regulations of the City of University City shall apply.]

1. PERMITTED USES

The use permitted by this Conditional Use Permit shall include a daycare facility in the existing one-story building. The maximum number of children cared for shall be no more than 130.

2. HOURS OF OPERATION

The proposed hours of operation from 7:00 a.m. until 6:30 p.m. on Monday through Friday shall be allowed. Any expansion of the hours of operation shall require written approval from the Department of Community Development.

3. OFF-STREET PARKING / TRAFFIC CIRCULATION

Off-street parking and drive-aisles shall be arranged as depicted on the Site Plan. Appropriate directional striping and signage for traffic circulation shall be completed prior to occupancy and operation of the daycare facility.

4. LANDSCAPING / FENCING / LIGHTING

- a. A final landscaping plan shall be submitted to the Department of Community Development for approval, in conjunction with the City Forester. Landscaping, including a mix of shrubs and evergreen trees, shall be installed and maintained, and any dead trees or plant material replaced, in accordance with the approved plan as set forth in Section 400.1230 of the Zoning Code. Said landscaping plan shall be approved prior to the building permit being issued and installed within three months of building permit approval.
- b. New fencing along the eastern property line and on the northern portion of the subject property shall be wrought-iron style fencing or privacy fencing as approved by the Department of Community Development.
- c. Lighting of all areas shall comply with Section 400.2110 of the Zoning Code, and shall be designed to be compatible with surrounding areas and shall be shaded to direct light downward and away from abutting uses, properties, alleys and streets.
- d. Additional buffering shall be provided by the applicant on residential properties directly north of the subject site, to block light from headlights of vehicles exiting onto the adjacent alley, if so desired by the owners of affected properties.

5. OLIVE BOULEVARD DESIGN GUIDELINES AND OLIVE BOULEVARD STANDARDS

- a. The two areas of proposed new fencing along the southern side of the property, facing Olive Boulevard, shall be decorative fencing with wrought-iron style fencing between brick columns as recommended in the Olive Boulevard Design Guidelines.
- b. Any other streetscape improvements, such as pedestrian lighting, shall be installed and maintained as recommended in the Olive Boulevard Standards, and as approved by the Department of Public Works and Parks.

6. SITE ACCESS / GRADING / DRAINAGE

- a. A detailed construction traffic control and parking plan shall be submitted to the Department of Community Development for approval. Said plan shall set forth details pertaining to parking for workers during all phases of proposed construction. The plan shall be finalized prior to issuance of a building permit.
- b. Final review and approval of all applicable improvements, grading, and drainage from the Department of Public Works and Parks shall be required. The property owner must obtain all permits required by the Department of Public Works and Parks and adhere to all requirements and conditions of said permits.
- c. Drainage and any required grading shall be as approved by the Metropolitan Sewer District (MSD).

7. PERFORMANCE STANDARDS

Processes and equipment employed shall be limited to those which are not objectionable by reason of odor, dust, smoke, noise, vibration, refuse, water-carried waste, pollutants or other matter which in any manner creates a nuisance beyond the property line of a particular use (also see Article 5, Division 12 for performance standards).

8. OTHER REQUIREMENTS

All appropriate permits e.g. building, mechanical, and electrical must be obtained prior to the start of any and all construction. The applicant must adhere to all requirements of the Building Code.

ATTACHMENT 3:
Staff Report to Plan Commission with application documents
and original site plan



Department of Community Development

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

STAFF REPORT

MEETING DATE: July 27, 2016
FILE NUMBER: PC 16-02
COUNCIL DISTRICT: 3
Applicant: Urban Sprouts Child Development Center c/o Mark Groenda (Blackline Design and Construction)
Location: 6757 Olive Boulevard (north side of Olive Boulevard, between Ferguson Avenue and Kingsland Avenue)
Request: Conditional Use Permit (C.U.P.) to allow a day care facility
Existing Zoning: "IC" – Industrial Commercial District
Existing Land Use: One-story office/warehouse building – currently vacant
Proposed Zoning: No change – "IC" District
Proposed Land Use: Daycare facility

Surrounding Zoning and Land Use:

North: SR-Single Family Residential District	Single-family residential
East: IC-Industrial Commercial District	Commercial and light industrial
South: IC-Industrial Commercial District	Office and light industrial
West: IC-Industrial Commercial District	Commercial

COMPREHENSIVE PLAN CONFORMANCE

Yes No No reference

STAFF RECOMMENDATION

Approval Approval with Conditions in Attachment B Denial

ATTACHMENTS:

A. Departmental Comments B. Conditions of Approval C. Map
D. Application Documents E. Site Plan Drawings

Background

The subject property is approximately 0.77 acres in area and is occupied by a vacant one-story office/warehouse building (formerly McCarthy Spice Co.) of approximately 10,000 square feet and constructed in 1955. There are two curb-cuts onto Olive Boulevard. The eastern curb-cut provides access to/from the off-street parking areas. The western curb-cut provides access to a covered loading area on the west side of the building. There is an alley that runs east-west adjacent to the rear (north) of the property.

Applicant's Request

The current request is for a C.U.P. to allow the operation of a daycare facility in the "IC" – Industrial Commercial District. No expansions or additions to the existing building are proposed. The existing office/warehouse building will be renovated for reuse as a daycare facility. Upgrades to the façade are proposed as well as improvements to the existing off-

street parking areas with additional landscaping. The off-street parking will be reconfigured to angled parking providing one-way traffic circulation with ingress from Olive Boulevard and egress to the alley to the rear (north) of the property. Parallel parking spaces are proposed on the private property adjacent to the alley.

The curb-cut on the southwestern portion of the property is proposed to be removed and the covered loading area fenced. The existing off-street parking and loading area in the northwest portion of the property is proposed to be converted to an outdoor play area to be fenced in. The applicant has proposed to replace all existing perimeter fencing.

The applicant has indicated that initial enrollment will be 75 with a capacity of up to 128 per state of Missouri standards. The proposed hours of operation are Monday through Friday from 7:00 a.m. to 6:30 p.m.

Analysis

The intent and purpose of the "IC" District is *"to accommodate light industrial, light manufacturing, warehousing, office, and retail development...to be developed at a scale and intensity which is not detrimental to the rest of the community."* The issue under consideration is the appropriateness of the proposed daycare use at this location.

A daycare facility at this location on Olive Boulevard, in close proximity to various businesses and residential neighborhoods, would provide a service for families within the area and add to the variety of businesses on Olive Boulevard. It is staff's opinion that the proposed use is appropriate at this location and would be compatible with surrounding uses.

It is staff's opinion that the proposed parking and traffic circulation would be efficient and would provide a safe and convenient ingress/egress to the site. By providing ingress-only from Olive Boulevard and egress onto the alley, it will minimize potential traffic conflicts during peak hours of drop-off and pick-up. It also allows access and traffic diversion onto Olive via signalized intersections at either Ferguson Avenue or Kingsland Avenue. The 24 parking spaces proposed would meet the current parking requirements even at the proposed capacity.

It is staff's opinion that the proposed use will not have a detrimental impact on the residential properties to the north. Given the depth of those residential lots, allowing the single-family homes to be located further from the subject property, and the limited hours of operation proposed, the impact of the proposed use will be minimal. The proposed landscaping will enhance the rear of the property. Any lighting proposed will be required to be shielded from adjacent property.

No building expansions or additions are proposed. The proposed location of the play area, behind the building and separated from the alley, will allow it to be shielded from traffic on Olive Boulevard and will be fenced in for additional safety. It is staff's opinion that all other improvements are appropriate and would enhance the appearance and use of the property.

The applicant is proposing to install new fencing adjacent to the front façade of the building. The new fencing shall be wrought-iron style with brick columns as recommended in the Olive Boulevard Design Guidelines.

Conclusion/Recommendation

Based on the preceding considerations, staff is of the opinion that the proposed day care use in the to-be-renovated building, as shown on the Site Plan and application materials, is appropriate at this location and complies with the Conditional Use Permit findings of fact as set forth in Section 400.2720 of the Zoning Code. Thus, staff recommends approval of this request subject to the conditions set forth in Attachment B.

ATTACHMENT " A "



Department of Public Works and Parks

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-0694

July 22, 2016

Zacharias Greatens
Planner
City of University City

RE: 6757 Olive Blvd. – comments for a Conditional Use Permit consideration

Dear Mr. Greatens:

For the referenced proposal, please find below comments of this Department:

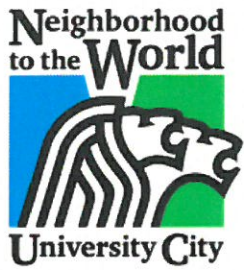
- 1) City of University City's Olive Boulevard Standards shall apply to this proposal (regarding certain streetscape design elements), as approved by the Department of Public Works and Parks.
- 2) Parking spaces shall be marked parallel to the alley, with a solid white line.
- 3) The direction of traffic flow shall be shown on the driveway pavement in the one way section with solid white arrows.
- 4) The vehicular traffic usage of the public alley is recommended with a left turn only toward Ferguson Ave. leaving the parking lot, since that provides for the shortest route back to the street network via the alley.
- 5) Adequate bicycle parking facilities are recommended to be added to the proposal.
- 6) A solid waste enclosure large enough to house a trash AND a recycling dumpster is recommended to be added to the proposal. It is a long term goal of the City of University City to require recycling by businesses. If University City's solid waste service is used, recycling service is free.

Please coordinate any inquiries about the above comments with the Department of Public Works and Parks.

Sincerely,

A handwritten signature in black ink, appearing to read "Alpaslan".

Sinan Alpaslan, P.E.
Director of Public Works-Parks



Fire Department

863 Westgate Avenue, University City, Missouri 63130
Phone: (314) 505-8592, Fax: (314) 863-5615



July 18, 2016

Dear Zach,

At this time, the University City Fire Department has no questions or concerns regarding the proposed Conditional Use Permit for the property located at 6757 Olive Blvd. (Urban Sprouts).

If you have any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Adam Long". The signature is written in a cursive, flowing style.

Adam Long
Fire Chief
University City Fire Department

ATTACHMENT B
Conditional Use Permit PC 16-02 – 6757 Olive Boulevard

[Except as noted herein below, other codes and regulations of the City of University City shall apply.]

1. PERMITTED USES

The use permitted by this Conditional Use Permit shall include a daycare facility in the existing one-story building. The maximum number of children cared for shall be no more than 130.

2. HOURS OF OPERATION

The proposed hours of operation from 7:00 a.m. until 6:30 p.m. on Monday through Friday shall be allowed. Any expansion of the hours of operation shall require written approval from the Department of Community Development.

3. OFF-STREET PARKING / TRAFFIC CIRCULATION

Off-street parking and drive-aisles shall be arranged as depicted on the Site Plan. Appropriate directional striping and signage for traffic circulation shall be completed prior to occupancy and operation of the daycare facility.

4. LANDSCAPING / FENCING / LIGHTING

- a. A final landscaping plan shall be submitted to the Department of Community Development for approval, in conjunction with the City Forester. Landscaping, including a mix of shrubs and evergreen trees, shall be installed and maintained, and any dead trees or plant material replaced, in accordance with the approved plan as set forth in Section 400.1230 of the Zoning Code. Said landscaping plan shall be approved prior to the building permit being issued and installed within three months of building permit approval.
- b. New fencing along the eastern property line and on the northern portion of the subject property shall be wrought-iron style fencing or privacy fencing as approved by the Department of Community Development.
- c. Lighting of all areas shall comply with Section 400.2110 of the Zoning Code, and shall be designed to be compatible with surrounding areas and shall be shaded to direct light downward and away from abutting uses, properties, alleys and streets.

5. OLIVE BOULEVARD DESIGN GUIDELINES AND OLIVE BOULEVARD STANDARDS

- a. The two areas of proposed new fencing along the southern side of the property, facing Olive Boulevard, shall be decorative fencing with wrought-iron style fencing between brick columns as recommended in the Olive Boulevard Design Guidelines.

- b. Any other streetscape improvements, such as pedestrian lighting, shall be installed and maintained as recommended in the Olive Boulevard Standards, and as approved by the Department of Public Works and Parks.

6. SITE ACCESS / GRADING / DRAINAGE

- a. A detailed construction traffic control and parking plan shall be submitted to the Department of Community Development for approval. Said plan shall set forth details pertaining to parking for workers during all phases of proposed construction. The plan shall be finalized prior to issuance of a building permit.
- b. Final review and approval of all applicable improvements, grading, and drainage from the Department of Public Works and Parks shall be required. The property owner must obtain all permits required by the Department of Public Works and Parks and adhere to all requirements and conditions of said permits.
- c. Drainage and any required grading shall be as approved by the Metropolitan Sewer District (MSD).

7. PERFORMANCE STANDARDS

Processes and equipment employed shall be limited to those which are not objectionable by reason of odor, dust, smoke, noise, vibration, refuse, water-carried waste, pollutants or other matter which in any manner creates a nuisance beyond the property line of a particular use (also see Article 5, Division 12 for performance standards).

8. OTHER REQUIREMENTS

All appropriate permits e.g. building, mechanical, and electrical must be obtained prior to the start of any and all construction. The applicant must adhere to all requirements of the Building Code.

ATTACHMENT "C"

**6757 Olive Boulevard
and surrounding area**



FERGUSON AVE

CHAMBERLAIN AVE



ALLEY

OLIVE BLVD

ALLEY

KINGSLAND AVE

Legend

-  Subject Property
-  Parcel Boundary

Prepared by: University City Dept. of Community Development Staff - July, 2016;
 Data Source: St. Louis County Department of Revenue, GIS Database, 2016
 September 12, 2016



K-3-15



Department of Community Development

6801 Delmar Boulevard • University City, Missouri 63130 • 314-505-8500 • Fax: 314-862-3168

APPLICATION FOR CONDITIONAL USE PERMIT Under Article 11 of the Zoning Code of University City, Missouri

1. Address/Location of Site/Building: 6757 Olive Boulevard, University City, MO 63130

2. Zoning District (check one):
___SR ___LR ___MR ___HR ___HRO ___GC ___LC ___CC [x]IC ___PA ___PD

3. Applicant's Name, Corporate or DBA Name, Address and Daytime Telephone:
Urban Sprouts Child Development Center
9120 Olive, Olivette, Missouri 63034 Tel. (314) 997-2259

4. Applicant's Interest in the Property: ___Owner [x]Owner Under Contract ___Tenant*
___Tenant Under Contract* ___Other* (explain):

* Please Note: Zoning Code Section 400.2680 requires that the application may only come from one (1) or more of the owners of record or owners under contract of a lot of record (or zoning lot), or their authorized representative. If you are applying as a tenant, tenant under contract or other, you must attach a letter from the owner stating you are an authorized representative of them and they give you permission to file this application for Conditional Use on their behalf.

5. Owner's Name, Corporate or DBA Name, Address and Daytime Telephone, if other than Applicant:
Applicant is Owner Under Contract

6. Please state, as fully as possible, how each of the following standards are met or will be met by the proposed development or use for which this application is being made. Attach any additional information to this application form.

a) Complies with all applicable provisions of the University City Zoning Code (e.g. required yards and setbacks, screening and buffering, signs, etc.).

Proposed development will comply with all applicable provisions of the University City Zoning Code

b) At the specific location will contribute to and promote the community welfare or convenience.

Proposed development at 6757 Olive Boulevard will contribute to and promote community welfare and convenience through the operation of an early childhood center serving area children between the ages of 6 weeks to 6 years of age. This state licensed and nationally accredited program will have a direct positive impact on area children as well as the community at-large.

c) Will not cause substantial injury to the value of neighboring property.

Proposed development will not cause substantial injury to the value of the neighboring property. Rather, the proposed development will convert a dated and vacant commercial property into an attractive early childhood center through significant capital investment.

d) Is consistent with the Comprehensive Plan, neighborhood development plan (if applicable), and any other official planning and development policies of the City.

Proposed development is consistent with the Comprehensive Plan and policies of the City.

e) Will provide off-street parking and loading areas in accordance with the standards contained in Article 7 of the University City Zoning Code

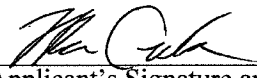
Proposed plan will provide off-street parking and loading areas as required in accordance with the standards contained in Article 7 of the University City Zoning Code.

** Please Note: You should also submit twelve (12) copies of a memo detailing the following information:

1) Description of the proposed Conditional Use, in narrative form. Please include historical information about the applicant, the company and/or the organization. Explain why this particular site was chosen for the proposal, state the number of employees that will be working at the site, state the hours of operation, explain other features unique to the proposed use and submit any other information that will help the Plan Commission and City Council in their decisions. 2) Estimated impact of the conditional use on the surrounding properties and adjacent streets, including, but not limited to, average daily and peak hour traffic generation, existing traffic volumes of adjacent streets, if available, use of outdoor intercoms, and any other operational characteristics of the proposed use that may have impacts on other adjacent or nearby properties. 3) Legal description of the property(s) proposed for the Conditional Use Permit, when the proposed use involves a substantial addition or new construction.

A Public Hearing before the Plan Commission is required by Ordinance. Notice of such Public Hearing must be published in a newspaper of general circulation at least fifteen (15) days in advance. Upon receipt of a Plan Commission Recommendation, the City Council must consider this application and supporting information before a Use Permit may be granted. A fee of \$250 must accompany this application.

6/29/16
Date


Applicant's Signature and Title

Urban Sprouts
Representing (if applicable)

FOR OFFICE USE ONLY

_____ Application First Received.

_____ Application Fee in the Amount of \$ _____ Receipt # _____

_____ Application returned for corrections, additional data.

_____ Final complete application received.

_____ File # _____ created.



Commercial Real Estate
1401 S. Brentwood Blvd.
Suite 650
St. Louis, MO 63144
P 314 781 0001
www.hillikercorp.com

July 18, 2016

City of University City
Department of Community Development
ATTN: Zach Greatens
6801 Delmar Boulevard
University City, MO 63130


Dear Mr. Greatens:

The undersigned is the owner or owner's authorized representative for the property commonly known as 6757 Olive Boulevard, University City, Missouri 63130.

We are under contract with Urban Sprouts and authorize Urban Sprouts and their authorized representatives (IFF, Blackline Design and Construction) to submit a Conditional Use Permit application for the above referenced property.

Please contact Brendan O'Brien at Hilliker Corporation if you have any questions regarding this matter.

Sincerely,

Signature: 
(314) 437-0284

Print Name and indicate whether owner or authorized agent:

Brendan O'Brien
Owner/Authorized Agent (circle one)



Urban Sprouts

CHILD DEVELOPMENT CENTER

Urban Sprouts Child Development Center

9120 Olive Olivette MO 63132

314-997-2259

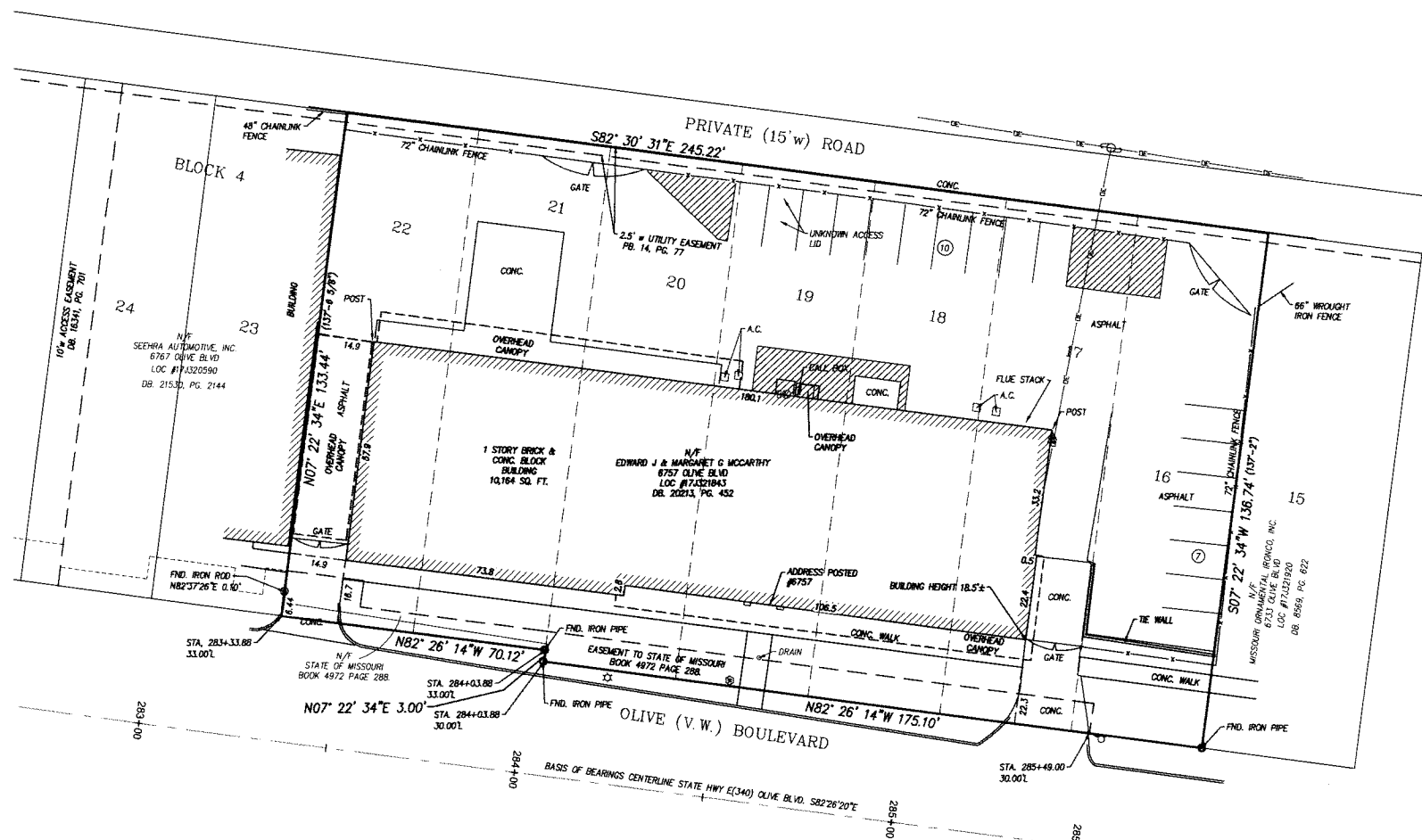
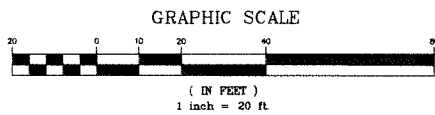
1. The legal owner of the property at 6757 Olive will be Urban Sprouts. Urban Sprouts is 501 c organization that is filed with the Secretary of State for the state of Missouri. The proposed site will be used for educational purposes. The site was chosen for several reasons:
 - A. The building is located in an area that is centrally located to the majority of Urban Sprouts families.
 - B. It is also located in an area that is surrounded by strong neighborhoods that provide a continuing client base for Urban Sprouts.
 - C. Urban Sprouts has an existing location in University City and has strong ties and a significant history with the city and its community.
 - D. The existing building is ideally suited as an adaptive re-use for Urban Sprouts. The first floor along with the basement provide ample space for the program and for future expansion within the existing envelope.
 - E. The adjacent parking lot also works well with Urban Sprouts parking requirements and outdoor space needs.
2. Upon opening the center will service 75 children and has the capacity for future growth to 128 children. There will be 25 employees, 20 full time, and 5 part time.
 - A. The employees shift are staggered to accommodate the drop and pick up of children.
 - B. The maximum amount of employees at the center at one time will be 16. The hours of operation are between 7:00 am-6:30pm.
 - C. Pick up and drop off times are staggered between the hours of 7am-9:30am and 4:00pm-6:30pm.
 - D. We see that there will be an ease of traffic as drop off will occur in the rear of the building and employee parking will be at the rear of the building as well.
3. The proposed development is consistent with the comprehensive plans and policies of the city.

ALTA/NSPS LAND TITLE SURVEY

LOTS 16, 17, 18, 19, 20, 21 AND 22 IN BLOCK 4 OF SADLER PLACE ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 14 PAGE 77 OF THE ST. LOUIS COUNTY RECORDS, A TRACT OF LAND BEING LOTS 16, 17, 18, 19, 20, 21, AND 22 IN BLOCK 4 OF SADLER PLACE ADDITION AS RECORDED IN PLAT BOOK 14, PAGE 77 UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI



LEGEND	
	BENCH MARK
	FOUND IRON ROD
	FOUND IRON PIPE
	RIGHT OF WAY MARKER
	UTILITY POLE SUPPORT POLE
	UTILITY POLE WITH LIGHT
	LIGHT STANDARD
	ELECTRIC METER
	ELECTRIC MANHOLE
	ELECTRIC PEDESTAL
	ELECTRIC SPLICE BOX
	GAS DRP
	GAS METER
	GAS VALVE
	TELEPHONE MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE SPLICE BOX
	CABLE TV PEDESTAL
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	WATER MANHOLE
	WATER METER
	WATER VALVE
	POST INDICATOR VALVE
	CLEAN OUT
	STORM MANHOLE
	GRATED MANHOLE
	STORMWATER INLET
	GRATED STORMWATER INLET
	SANITARY MANHOLE
	TREE
	BUSH
	TRAFFIC SIGNAL
	PARKING METER
	STREET SIGN
	SPRINKLER
	MAIL BOX



Notes:

(1) Stock and Associates Consulting Engineers, Inc. used exclusively St. Louis Title, L.L.C. agent for Old Republic National Title Insurance Company, Commitment No. 6820STL with an effective date of April 12, 2016 at 8:00 am. For research of easements and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.

(2) Title to the estate or interest in the land described or referred to in the above commitment and covered therein is fee simple, and title thereto is a title effective date thereof vested in:

Edward J. McCarthy and Margaret G. McCarthy,
in their capacity as Trustees of the Edward J. McCarthy
& Margaret G. McCarthy Revocable Trust U/A/D 10/19/12

(3) Title Commitment No. 6820STL with Schedule B-Section 2 exceptions:

- a) Item No. 4. Subject to Building lines, easements, covenants and restrictions established by the plat recorded in Plat Book 14 page 77 and covenants and restrictions contained in the subdivision indenture recorded in Book 545 page 168. Easements "SHOWN"
- b) Item No. 5. Subject to Easement granted The City of University City by instrument recorded in Book 7005 page 1008. "SHOWN"
- c) Item No. 6. "NOT SHOWN" Not survey related item.
- d) Item No. 7. "NOT SHOWN" Not survey related item.

PROPERTY DESCRIPTION

Lots 16, 17, 18, 19, 20, 21 and 22 in Block 4 of SADLER PLACE ADDITION, according to the plat thereof recorded in Plat Book 14 page 77 of the St. Louis County Records. EXCEPTING THEREFROM that part of Lots 21 and 22 conveyed to the State of Missouri by deed recorded in Book 4972 page 288.

GENERAL NOTES:

1) Subject property is zoned "GC GENERAL COMMERCIAL"

Building Setback Requirements

1. Minimum right-of-way setback. Except as provided for in Article V "Supplementary Regulations", Division 2, no building shall be located within thirty-five (35) feet of a street right-of-way, unless no parking areas are located between the street right-of-way and any principal or accessory building. Under these conditions, the minimum setback may be reduced to fifteen (15) feet.

2. Minimum property line setback. No building setback is required from a property line, other than a right-of-way line, except where a lot abuts a residential district or abuts an alley right-of-way which separates the lot from a residential district. Under these conditions, the minimum building setback requirement shall be fifteen (15) feet from the applicable property line(s). Also see Article V "Supplementary Regulations", Division 6 for screening requirements. Where a property line setback is not required, but a building is set back off the property line, then it shall be set back at least five (5) feet.

3. Modification of property line setback. The minimum property line setback requirements may be modified via the conditional use permit procedure under Article XI, "Conditional Uses". Such modifications may be more or less stringent, depending on the potential impact of the proposed development in the "L.C." district which is adjacent to a residential district. In the case of a request for a less stringent setback, the conditional use permit applicant must demonstrate screening between the proposed development and the adjacent residential district above and beyond the minimum screening requirements contained in Article V "Supplementary Regulations", Division 6.

4. Building Height Limitations. Except as provided for in Article V "Supplementary Regulations", Section 400.1030, no principal building shall exceed thirty-five (35) feet in height.

2) Subject property lies within Flood Zone "X" areas determined to be outside the 0.2% annual chance floodplain, according to the National Flood Insurance Program, Flood Insurance Rate Map for St. Louis County Missouri and Incorporated Areas, per Map No. 29189C0216K-A with an effective map date of February 04, 2015.

3) There are 17 regular and 0 handicapped parking stalls onsite.

4) Square footage of building calculated approximately 5 foot above grade by outside dimensions only.

PREPARED FOR
URBAN SPROUTS DEVELOPMENT CENTER
6757 Olive Blvd.,
University City, MO

Surveyors Certification

This is to certify to:

Old Republic National Title Insurance Company
St. Louis Title, L.L.C.
Urban Sprouts Child Development Center, a Missouri not-for-profit corporation

This map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA and NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1-4, 6(b), 7(a), 8, 9, 11 and 13 of Table A thereof. The field work was completed during June, 2016.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
LC 222-0

By: Daniel Ehlmann, Missouri P.L.S. No. 2215

PREPARED BY:

ALTA/NSPS LAND TITLE SURVEY
URBAN SPROUTS DEVELOPMENT CENTER
6757 OLIVE BOULEVARD
UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

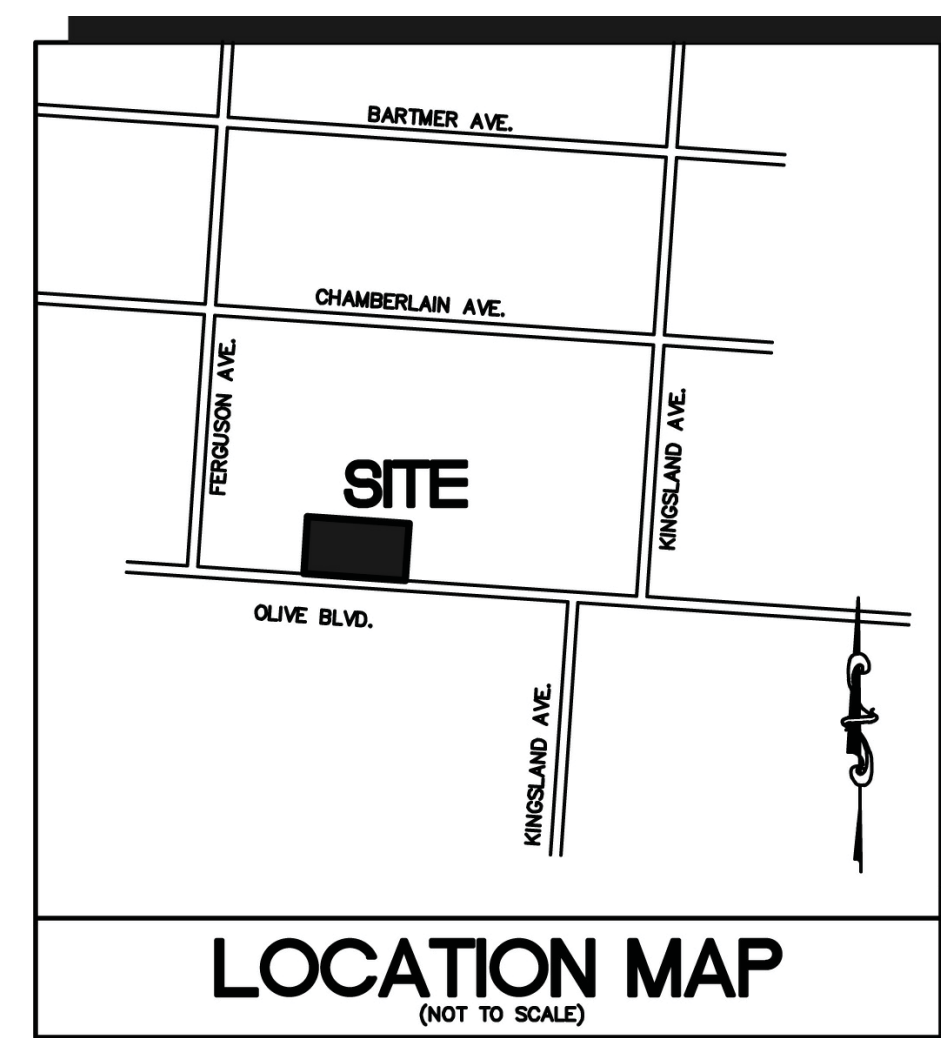
DANIEL EHLMANN P.L.S.
MO. P.L.S. # 2215
CERTIFICATE OF AUTHORITY
LC 222-0

REVISIONS:

DATE	BY	REASON
6/8/16 <td>J.K. <td>216-5830</td> </td>	J.K. <td>216-5830</td>	216-5830
	D.M.E. <td></td>	
		XXX
		XXX
		XXX

ALTA/NSPS LAND TITLE SURVEY

SHEET #1



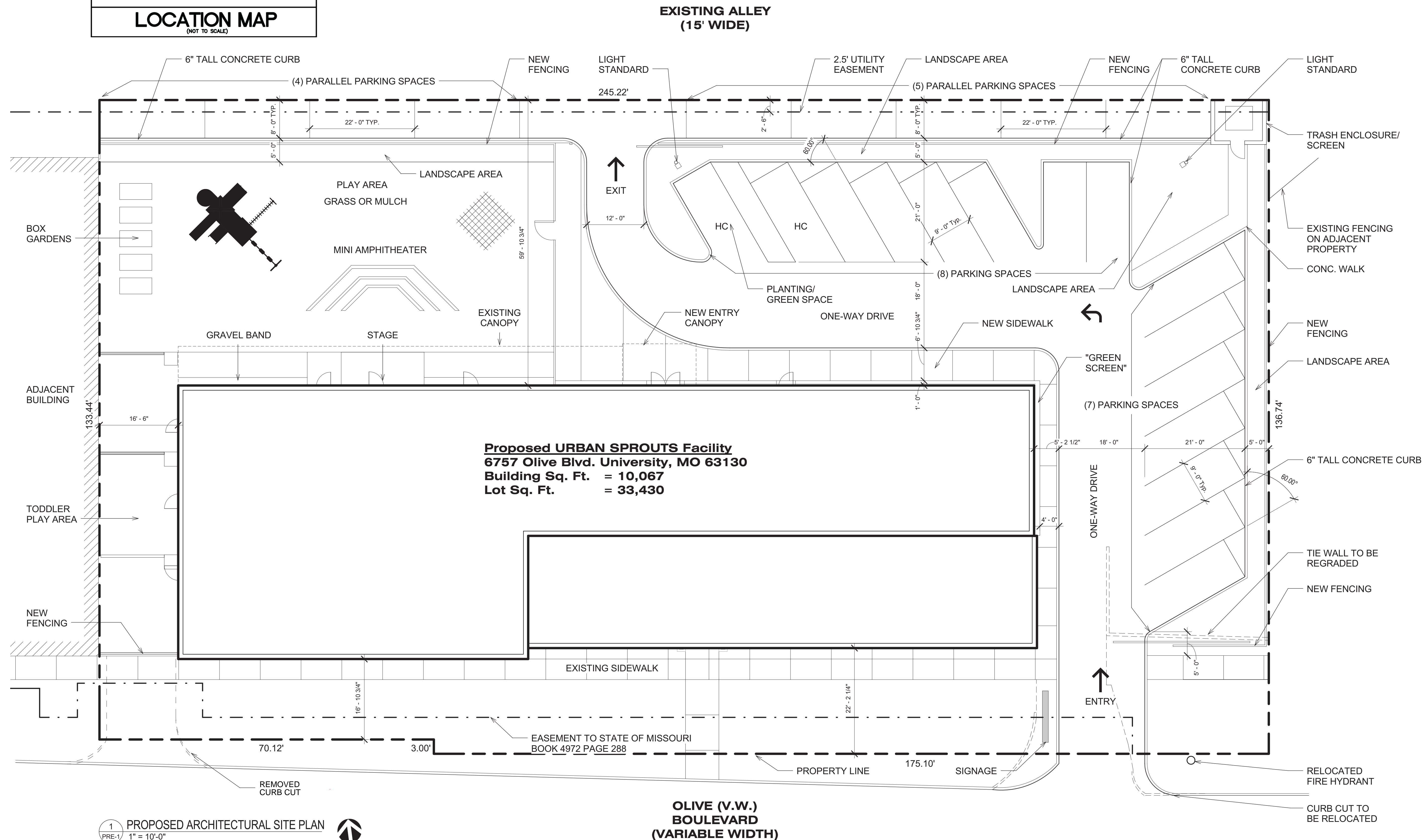
GENERAL NOTES:

1. AREA OF EXISTING BUILDING IS 10,067 SQ FT; AREA OF EXISTING LOT IS 33,340 SQ FT.
2. ANY GRADING AND EROSION CONTROL MEASURES WILL REQUIRE APPROVAL FROM THE DEPT. OF PUBLIC WORKS AND PARKS.
3. ALL PROPOSED SIGNAGE WILL COMPLY WITH THE ZONING CODE REGULATIONS.
4. ALL FENCING INSTALLED ON OLIVE BOULEVARD WILL MEET OLIVE BOULEVARD DESIGN GUIDELINES.
5. THE SUBJECT PROPERTY IS ZONED "IC" - INDUSTRIAL COMMERCIAL DISTRICT. PROPERTIES TO THE SOUTH, EAST, AND WEST ARE ALSO IC. PROPERTIES TO THE NORTH ARE "SR" - SINGLE FAMILY RESIDENTIAL DISTRICT.
6. (24) TOTAL PARKING SPACES ARE PROVIDED ON PROPERTY.

URBAN SPROUTS
6757 OLIVE BLVD.
UNIVERSITY CITY, MO 63130



ARCHITECT
 JEMA
 3005 LOCUST ST.
 ST. LOUIS, MO 63103
 T (314) 531-7400
 CONTACT:
 E-MAIL:



Proposed URBAN SPROUTS Facility
6757 Olive Blvd. University, MO 63130
Building Sq. Ft. = 10,067
Lot Sq. Ft. = 33,430

No.	Date	Description
	06/26/16	C.U.P.
	07/12/16	C.U.P.
	07/18/16	C.U.P.
	07/19/16	C.U.P.
	07/21/16	C.U.P.

DRAWN BY: **S.HOOVER**
 PROJECT NUMBER: **16-1176.00**

SHEET TITLE:
ARCHITECTURAL SITE PLAN
PRE-1

1 PROPOSED ARCHITECTURAL SITE PLAN
 PRE-1 1" = 10'-0"

OLIVE (V.W.) BOULEVARD (VARIABLE WIDTH)

URBAN SPROUTS

**6757 OLIVE BLVD.
UNIVERSITY CITY, MO 63130**



ARCHITECT
JEMA
3006 LOCUST ST.
ST. LOUIS, MO 63103
T: (314) 531-7400
CONTACT:
E-MAIL:

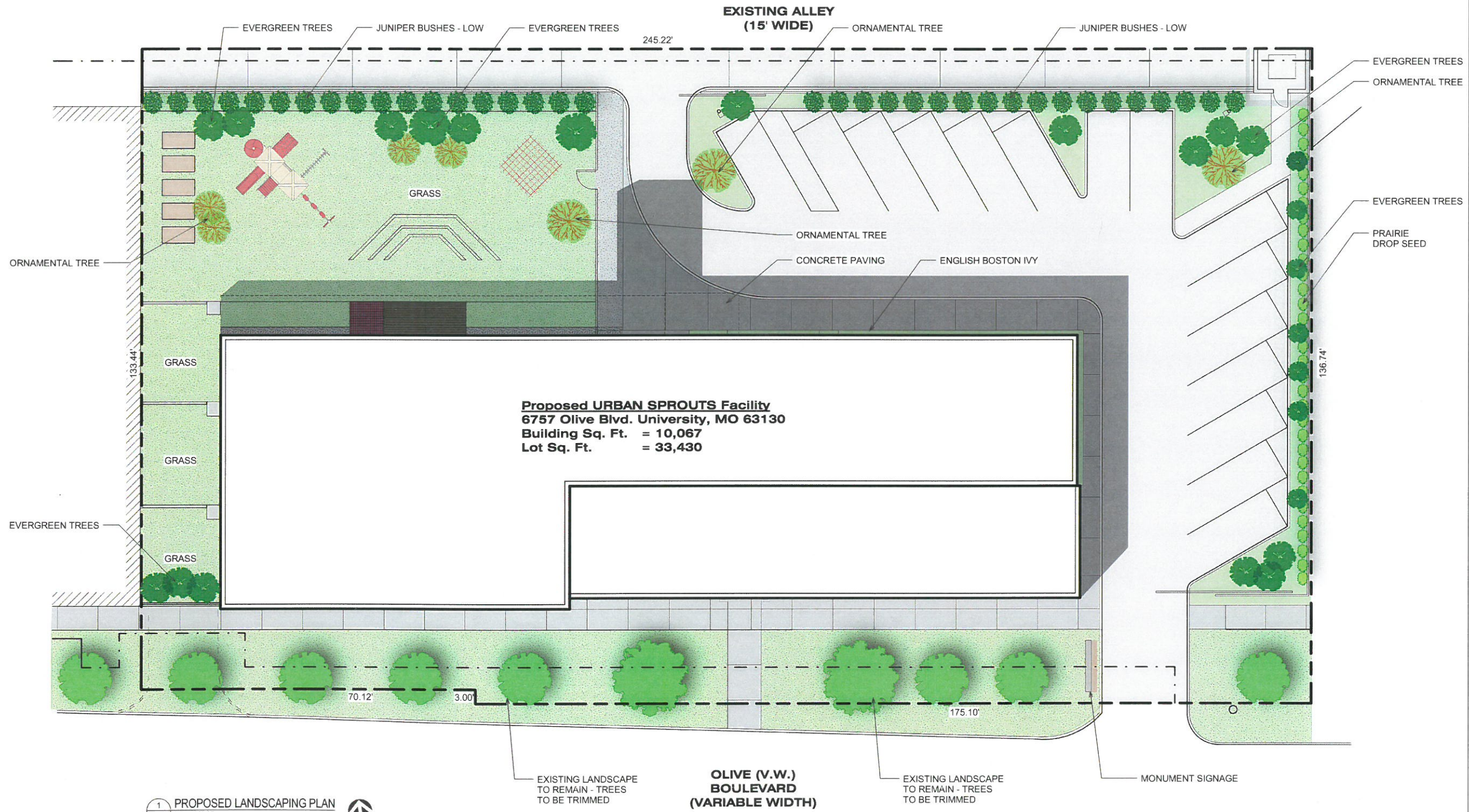
No.	Date	Description
06/29/16	C.U.P.	
07/19/16	C.U.P.	
07/21/16	C.U.P.	

DRAWN BY: **Author**
PROJECT NUMBER: **16-1176.00**

SHEET TITLE:
PRELIMINARY LANDSCAPE PLAN

PRE-2

K-3-22



1 PROPOSED LANDSCAPING PLAN
PRE-2 1" = 10'-0"



EXISTING LANDSCAPE TO REMAIN - TREES TO BE TRIMMED

OLIVE (V.W.) BOULEVARD (VARIABLE WIDTH)

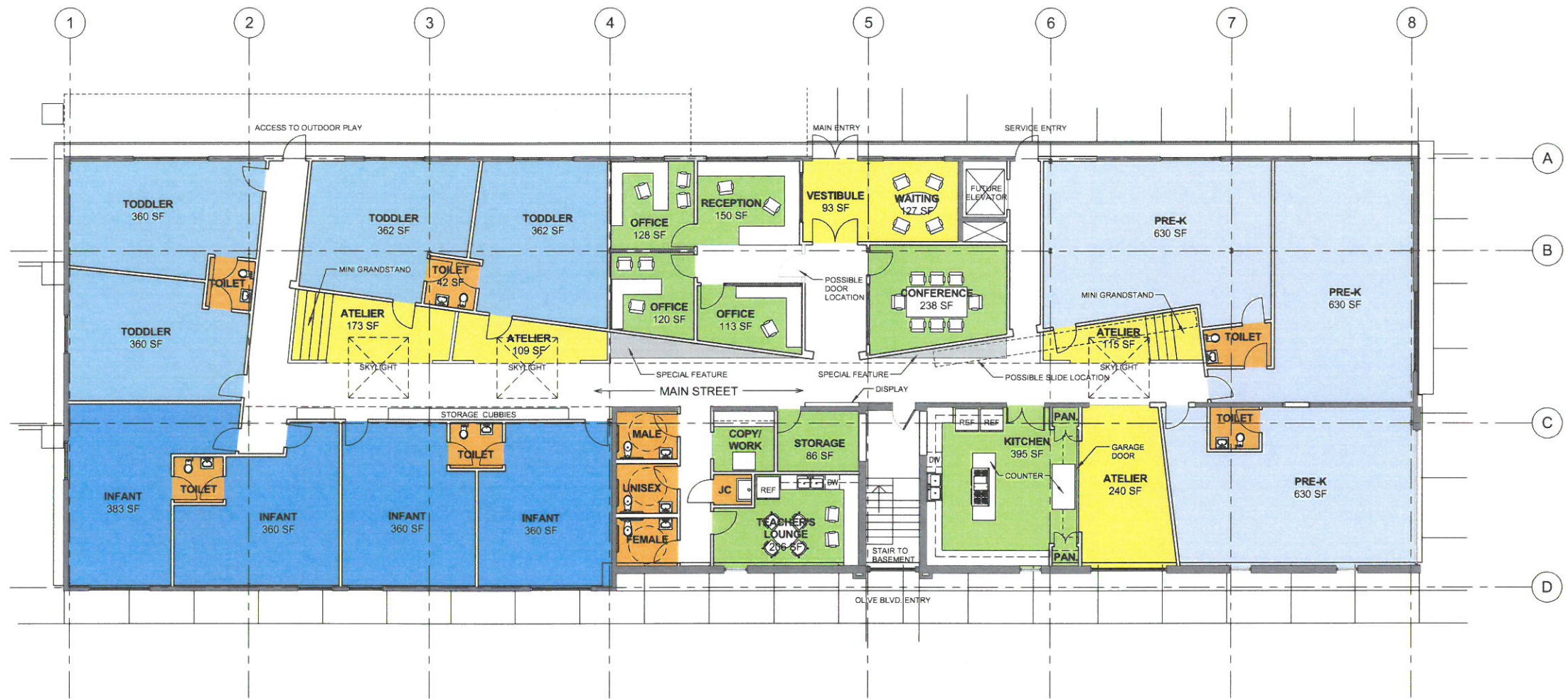
EXISTING LANDSCAPE TO REMAIN - TREES TO BE TRIMMED

MONUMENT SIGNAGE

Client Name
Urban Sprouts
Project Address



ARCHITECT
JEMA
3005 LOCUST ST.
ST. LOUIS, MO 63103
T: (314) 531-7400
CONTACT:
E-MAIL:



1 Floor Plan - First Floor
PRE-3 1/8" = 1'-0"

No.	Date	Description
	06/21/16	C.U.P.

DRAWN BY: **Author**
PROJECT NUMBER: **0000**

SHEET TITLE:
FIRST FLOOR PLAN
PRE-3



MAIN ENTRY FACADE
(Rear of Building)

June 3, 2016







Council Agenda Item Cover

MEETING DATE: September 12, 2016

AGENDA ITEM TITLE: Flood Mitigation Assistance Grant – Voluntary Buyout

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND: In August 2015, City staff applied for a Flood Mitigation Assistance (FMA) Grant through the Federal Emergency Management Agency (FEMA). The application addressed one (1) property that was considered a severe repetitive loss property. This application allowed for 100% federal funding for the project.

In June 2016 City staff received word that the application addressing the severe repetitive loss property had been awarded. The project includes the acquisition and demolition of one (1) property: 7901 Glenside Place. The total amount of funding to be received is \$164,700.00 which is 100% of the project cost estimate. The City is not responsible for any funding on this project, unless the project exceeds the award amount.

If the City accepts the funding and the grant agreement is executed, the City will have until October 30, 2018 to complete the project.

RECOMMENDATION: Based on the above information, it is recommended that the City Council gives authority to the City Manager to execute the FMA grant agreement with the Federal Emergency Management Agency to complete the buyout of one (1) home considered a severe repetitive loss property on Glenside Place.

ATTACHMENT: Missouri State Emergency Management Agency Flood Mitigation Assistance Grant Program Grant Agreement

Missouri State Emergency Management Agency Flood Mitigation Assistance Grant Program Grant Agreement

FMA-07-MO-2015, Project # FMA-PJ-07-MO-2015-001



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 “**Subrecipient**”.

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

1. The Subrecipient agrees to accept responsibility for adherence to this Agreement.
2. The Subrecipient agrees that any and all such amount of local funds or in-kind (force account) 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, amount
3. The Subrecipient 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 Subrecipient’s governing body in advance of an obligation of such activity.
4. The Subrecipient 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 Subrecipient agrees to implement the project in accordance with the milestones identified in the application work schedule. Should the Subrecipient determine that any milestone will not be met, the Subrecipient will contact the State to request approval to revise the work schedule accordingly.
6. The Subrecipient 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 Subrecipient’s local depository, or canceled if such funds have not been drawn.
7. The Subrecipient agrees to comply with OMB Circular A-133, which governs the auditing requirements of these grant monies in accordance with the Single Audit Act, and to provide the State with all required audits.
8. The Subrecipient also agrees to comply with OMB Circular A-87 concerning allowable and non-allowable expenses.

NOTE pertaining to #7 and #8 above: The Office of Management and Budget (OMB) published new requirements for federal award programs entitled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the Super Circular) codified at 2 CFR 200. The 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.

9. The Subrecipient agrees to provide the State Monthly Progress Reports by the 10th of each month, reporting on the prior month.

10. The Subrecipient agrees to comply with any and all guidance provided by the State in regards 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*.
11. The Subrecipient agrees that the State and FEMA officials shall have full access to any documents or materials relating to this Agreement at any reasonable time.
12. The Subrecipient agrees that all funds received under this Agreement shall be held and used by the Subrecipient 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.
13. The Subrecipient agrees that any material prepared by the Subrecipient or persons or firms employed or contracted by the Subrecipient 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.
14. The Subrecipient agrees that any approval of contracts, sub-contracts, material or service orders, or any other obligation by the Subrecipient or its agents shall not be deemed an obligation by the State, and the State shall not be responsible for fulfillment of the Subrecipient's obligations.
15. In the event that the State or an audit has determined that the Subrecipient has failed to comply with this Agreement, the Subrecipient 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 Subrecipient'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.
16. 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 Subrecipient has failed to comply with the conditions of this Agreement. The State shall notify the Subrecipient in writing of the determination and the reasons for the termination, together with the effective date. The Subrecipient shall not incur new obligations for the terminated portion after the effective date of the revocation of the Agreement, and it shall be the Subrecipient's duty to cancel all outstanding obligations that are legally possible.
17. The State and Subrecipient 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.
18. The State agrees that it may at any time, in its sole discretion, give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Subrecipient'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.
19. The Subrecipient 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 Subrecipient shall at all times observe and comply with,

all such applicable existing and future laws, ordinances, regulations, orders and decrees and the Subrecipient 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 Subrecipient or the Subrecipient's employees

20. The Subrecipient 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 Subrecipient. The Subrecipient must follow all Federal and State regulations. SEMA and FEMA will not contribute any funds or resources to the required remediation.
21. The Subrecipient 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 Subrecipient further certifies that any contract awarded by the Subrecipient will require the contracted business entity to comply with the references mentioned above. The Subrecipient understands that failure to comply with this requirement will subject the Subrecipient to the penalties described in the references mentioned above.
22. Subrecipient 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.

Subrecipient Signatory Representative

Lehman Walker, City Manager
City of University City

Date

State Signatory Representative



Ron Walker, Director
Missouri State Emergency Management Agency



Date

**Missouri State Emergency Management Agency
Flood Mitigation Grant Program (FMA)
Funding Approval Form
FMA-07-MO-2015**



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 Government 6801 Delmar Blvd. University City, Missouri 63130 DUNS:	
Disaster Number: EMK-2016-FM-E002 FMA-07-MO-2015 FMA-PJ-07-MO-2015-001		CFDA Number: 97.029	
Grant Award Date: July 14, 2016		Anticipated Project Completion Date: October 31, 2018	
Non-Federal Match Source (25% Cost Share): The City of University City will not provide the 25% local non-Federal match. This is a 100% Federal funded project.			
Project Description: The acquisition and demolition of the residential structure located at 7901 Glenside Place, University City, Missouri.			
Budget			
Description:	Federal Award	Non-Federal Share	Total Project Cost
Project Funds:	\$164,700.00	\$0.00	\$164,700.00
Total Funds Awarded:	\$164,700.00	\$0.00	\$164,700.00

Signature of Authorized Representatives:

Lehman Walker, City Manager
City of University City Government

Ron Broxton, Manager
Missouri SEMA Recovery Division

Date

9/7/2016

Date



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Council Agenda Item Cover

MEETING DATE: September 12, 2016

AGENDA ITEM TITLE: Municipal Parking lot No.1 – Closing Time change

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The Traffic Commission reviewed a request to approve extension of the hours allowed to park on Municipal parking lot No. 1 (next to Tivoli Theater). The request is to extend the parking lot closing time to 3:30am from 2:30am to accommodate a number of businesses that operate 24 hours as well as businesses who have staff that stay late after closing.

At the June 2016 Traffic Commission meeting, the Traffic Commissioners reviewed the request and recommended approval by the City Council.

The Traffic Code will have to be amended at Section 355.130, Closing Time on Municipal Parking Lots – Exceptions to change the closing hours.

RECOMMENDATION:

Staff recommends approval of this request; therefore amend the Traffic Code Section 355.130, Closing Time on Municipal Parking Lots – Exceptions.

ATTACHMENTS:

- Bill amending Section 355.130, Closing Time On Municipal Parking Lots – Exceptions.
- Minutes of the June 8, 2016 Traffic Commission Meeting
- Staff Report

STAFF REPORT

MEETING DATE: June 8, 2016
 APPLICANT: Jessica Bueler, LSBD Director of Marketing
 Location: Municipal Parking Lot #1- Delmar Loop
 Request: Extension of Parking Hours
 Attachments: Traffic Request Form

Existing Conditions:

Municipal Parking Lots #1 and #2



Current Municipal Code Regulations regarding municipal parking lots are as shown below:

“Section 355.130 Closing Time On Municipal Parking Lots — Exceptions.

[R.O. 2011 §10.40.140; Prior Code §21-150.1; Ord. No. 6064 §1, 1996; Ord. No. 6119 §3, 1997]

A. Municipal parking lot No. 1 and municipal parking garage on Delmar Boulevard shall be closed for public use from 2:30 A.M. to 6:00 A.M. every day of the week.

...

Requests:

1. Closing of parking lot #1 during the hours of 3:30am-6am.

Conclusion/Recommendation:

MUNICIPAL PARKING LOT #1

Current restriction is in place and in force. Staff recommends approval of the request to change the hours from 2:30 am – 6 am to 3:30 am – 6 am.



Department of Public Works and Parks

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

TRAFFIC REQUEST FORM

LOCATION OF REQUEST:

Municipal parking lot #1 located next to the Tivoli Building, parking lot #3 located behind Fitz's and parking lot #4 located behind Cicero's to Starbuck's.

STATE THE NATURE OF YOUR REQUEST:

Close parking lot #1 between the hours of 3:30am-6am.

Currently, parking lot #1 is closed from 2:30am-6am. We would like to provide Loop patrons an extra hour in the parking lot because some places do not close until 3am. The Loop Special Business District would like to ensure that Loop patrons have a great experience while visiting our business district, and do not receive an unexpected ticket on their vehicle while supporting the area.

Parking lots #3 and #4 do not have a maximum time limit in which customers or residents may park in the lot. This has become an issue as residents on the surrounding neighborhood streets have been parking their cars in parking lot #3 and #4 for extended periods of time, including vacations. We request that parking lots #3 and #4 provide a 24-hour maximum time limit for patrons to park their car. After much discussion, the Loop Special Business District would like to suggest this 24-hour time limit to allow customers a safe place to leave their car in the event that they need to call a taxi or a friend for a ride home if they feel they should not be driving. We feel that this provides a safe alternative for them and others.

WHAT ACTION ARE YOU REQUESTING THAT THE CITY TAKE CONCERNING YOUR REQUEST? The Loop Special Business District requests that Public Works consider our suggestion to create an ordinance that will reflect the closing of parking lot #1 during the hours of 3:30am-6am and to implement a 24-hour maximum time limit in which patrons may park in parking lots #3 and #4. We would also like to request that signage be installed in parking lots #1, #3, and #4 notifying customers and residents of the new ordinances.

WHAT IMPACT WOULD THE ACTION HAVE ON ANY ADJACENT RESIDENTS OR STREETS? Implementing a 24-hour maximum time limit for patrons to park in parking lots #3 and #4 will prevent nearby residents from parking and leaving their cars in the parking spaces designated for Loop customers for extended periods of time. As we all know, one of the biggest challenges in The Loop is the lack of parking. Although we may not be able

to create additional parking, we can make sure that we protect the spaces that we do have so that they are available for Loop patrons. Currently, University City residents can park their cars for weeks or months at a time in parking lots #3 and #4 because there is no enforcement that the spaces be used for Loop customers and employees. Enacting this ordinance will create a better experience for all those visiting the Delmar Loop.

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

NAME: Jessica Bueler, LSBDD Director of Marketing
ADDRESS: 8420 Delmar, University City, MO 63124
PHONE (HOME): 314-583-2025 PHONE (WORK): 314-721-1483
Email: VisitTheLoop@gmail.com
Date: 3/16/2016

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

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

www.ucitymo.org



Traffic Commission

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

CITY OF UNIVERSITY CITY MINUTES OF THE TRAFFIC COMMISSION June 8, 2016

At the Traffic Commission meeting of University City held in the Heman Park Community Center, on Wednesday, June 8, 2016, Chairwoman Carol Wofsey called the meeting to order at 6:30 p.m. In addition to Chairwoman Wofsey, the following members of the commission were present:

- Curtis Tunstall
- Jeff Hales
- Eva Creer
- Derek Helderman

Also in attendance:

- Angelica Gutierrez (non-voting commission member – Public Works Liaison)
- Police Department Sergeant Shawn Whitley (non-voting commission member – Police Department Liaison)

Absent:

- Mark Barnes (excused)
- Bob Warbin (excused)

1. Approval of Agenda

Mr. Tunstall moved to approve the agenda. Mr. Helderman seconded the motion and was unanimously approved.

2. Approval of the Minutes

A. May 11, 2016 minutes

Mr. Helderman moved to approve the minutes from the May 11, 2016 meeting. Ms. Creer seconded the motion. The minutes were unanimously approved.

3. Agenda Items

A. Municipal Parking Lots – Parking Regulations – Delmar Loop

Ms. Gutierrez presented a request from the Loop Special Business District Director of Marketing, Jessica Bueler. The applicant requested an extension of parking hours on municipal lot #1 and a new 24 hour parking restriction on municipal lots 3 and 4.

Ms. Gutierrez indicated that there is a 2 hour parking restriction on weekdays between 6pm and 6am in the code for parking lot 4, but there are no signs present and the restriction is not enforced. She stated that it is unclear as to why the signs came down. On parking lot number 1, the request is to extend the parking lot closing time to 3:30am from 2:30am to accommodate a number of businesses are 24 hours as well as businesses who have staff who stay late after closing.



Traffic Commission

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

Sgt. Whitley informed the commission that the Loop Diner is open 24 hours as Club Fitness.

Ms. Wofsey suggested addressing each parking lot individually starting with Lot 1, the request to extend the closing hour by one hour.

Ms. Wofsey asked if there had been any complaints from the Parkview neighborhood about noise on Lot 1 late at night.

Ms. Gutierrez stated there had not been complaints from neighbors about noise on the lot late at night.

Mr. Hales made a motion to recommend the proposed change for Municipal Parking Lot 1 as presented. It was seconded by Mr. Helderman and unanimously approved.

Ms. Gutierrez presented the request that parking lot number 3 restrictions be changed to allow for 24 hour parking to allow for patrons to have a safe place to park their car overnight should they need to leave their car and take a cab home or get a ride.

Sgt. Whitley informed the commission he observed the parking lot on the late shift for about a week and found overnight parking to average 44 cars per night on lots 3 and 4 combined which have over 400 spaces. He observed some business vehicles including two vans and food trucks. He also noted there was an apartment complex nearby on Kingsland and found a concentration of cars in the southwest corner of the lot.

Mr. Tunstall asked if the request was a recommendation from staff or a petition.

Ms. Gutierrez indicated it was a request from Ms. Bueler and a recommendation from staff and indicated that staff would like the recommendations to be the same for lots 3 and 4. She also indicated that enforcement of 24 hour parking on those lots would not be feasible for enforcement according to the police department. Based on that information staff was questioning the need for a 24 hour restriction.

Mr. Tunstall indicated that he thought that if he lived in the nearby apartments on Kingsland, he would likely park in Lot 4.

Ms. Gutierrez stated that she felt that the nearby residents deserved special consideration. Ms. Wofsey stated that the lot is a municipal lot and perhaps those residents should be charged for use of the lot. She stated that while she's not there at 4am trying to park, parking is difficult on that lot during the day. Ms. Wofsey asked if there was a problem with longer term parking on Lots 3 and 4.

Sgt. Whitley indicated that the city has in the past received requests from church groups to use the lots to leave their cars on the lots for events and trips. He indicated that the department has not found the longer term parking to be a problem.



Traffic Commission

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

Mr. Hales asked Sgt. Whitley if the city code related to not leaving vehicles parked on a street for more than 5 days extended to the municipal lots.

Sgt. Whitley indicated that it does not to his knowledge.

Mr. Hales expressed that his concern was if someone had an extra car and leaves it parked on the lot for weeks at a time. Mr. Hales stated that without having metered spaces, he didn't know how it would be feasible to track how long vehicles were parked on the lot. He stated that a 24 hour restriction may serve as a deterrent for long term parking but questioned whether it posed a problem currently.

Ms. Gutierrez indicated that this was the first time this has been brought to the city's attention and she did not believe it posed a problem currently. She stated that it was suggested to her as an idea that parking could be restricted on the lots between 3:30 am and 6:30 am and allow for businesses to have passes for their staff that may need to stay late.

Ms. Wofsey asked if a car would be ticketed or towed for parking during the restricted hours.

Sgt. Whitley stated that cars may be ticketed but would not be towed unless they had previous violations which would first result in a boot being applied to one of the wheels.

Mr. Hales stated he didn't believe it would be a good idea to restrict parking on lots 3 and 4 because of the potential impact it may have on businesses and residents. He suggested if the commission were to recommend a restriction in the future, the commission might consider making it on just one of the two lots and stated that he would like to hear from Jessica Bueler as to her rationale for the request. Mr. Hales asked if staff was no longer making the recommendation presented in the Traffic Commission packet.

Ms. Gutierrez confirmed that city staff is no longer making the recommendation for lots 3 and 4 as presented in the meeting packet and would like to dismiss the recommendation.

Ms. Wofsey stated that she personally was not in favor of recommending a parking restriction because she was not clear if the business owners believe there is an issue and whether a restriction would solve the issue.

Mr. Tunstall stated that he believed we needed to hear from the business owners before proposing a restriction because staff was no longer making a recommendation.

Mr. Hales stated that he did not believe the commission needed to make any motion if it did not want to make any recommendation.

Ms. Wofsey asked that we let Ms. Bueler know that the commission would like more information before proceeding with any recommendations on lots 3 and 4.



Traffic Commission

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

B. Forsyth Blvd. and Bland Drive Intersection – No Left Turn from Gas Station Driveway

Ms. Gutierrez indicated that there have only been 2 accidents reported in the last 3 years and staff then changed their recommendation because there was not enough evidence to warrant a restriction. She indicated the city plans to closely monitor intersection to gather more information and the commission will revisit the issue in September. She stated that the petitioner was informed and was not pleased. She also indicated that the owner of the property has changes planned for the property but did not provide any specifics.

No motions were made on the issue.

4. Council Liaison Report

None

5. Miscellaneous Business

None

6. Adjournment.

The meeting was adjourned at 7:05 pm

Minutes prepared by Jeff Hales, Traffic Commission Secretary

INTRODUCED BY:

DATE: August 8, 2016

BILL NO. 9289

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 355.130 – CLOSING TIME ON MUNICIPAL PARKING LOTS - EXCEPTIONS, CHAPTER 355 TRAFFIC CODE, OF THE UNIVERSITY CITY MUNICIPAL CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN.

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

Section 1. Section 355.130, Closing Time On Municipal Parking Lots – Exceptions of Chapter 355 of the Traffic Code, of the University City Municipal Code is amended as provided herein. Language to be deleted from the Code is represented as ~~stricken through~~; language to be added to the Code is **emphasized**. This Ordinance contemplates no revisions to the Code other than those so designated; any language or provisions from the Code omitted from this Ordinance is represented by an ellipsis and remains in full force and effect.

Section 2. Chapter 355 of the University City Municipal Code is hereby amended to change the closing time of municipal parking lot No.1, from 2:30 A.M. to 6:00 A.M. every day of the week, to be closed from 3:30 A.M. to 6:00 A.M. every day of the week, to the Traffic Code – Section 355.130, as follows:

Section 355.130 Closing Time On Municipal Parking Lots — Exceptions.

[R.O. 2011 §10.40.140; Prior Code §21-150.1; Ord. No. 6064 §1, 1996; Ord. No. 6119 §3, 1997]

A. Municipal parking lot No. 1 on Delmar Boulevard shall be closed for public use from ~~2:30~~ **3:30** A.M. to 6:00 A.M. every day of the week.

...

E. Municipal parking garage on Delmar Boulevard shall be closed for public use from 2:30 A.M. to 6:00 A.M. every day of the week.

* * *

Section 3. This ordinance shall not be construed so as to relieve any person, firm or corporation from any penalty heretofore incurred by the violation of the sections revised by this amendment nor bar the prosecution for any such violation.

Section 4. Any person, firm or corporation violating any of the provisions of this ordinance shall be punished in accordance with the provisions of the University City Municipal Code.

Section 5. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED THIS _____ day of _____ 2016

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Council Agenda Item Cover

MEETING DATE: September 12, 2016

AGENDA ITEM TITLE: Parking Meters – Increase Hourly Fee

AGENDA SECTION: Unfinished Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND: After completing a Parking Meter Assessment, staff determined there is the potential to generate additional revenue for the City by increasing the current hourly meter rate from \$0.75 per hour to \$1.00 per hour.

The City of St. Louis and the City of Clayton have also recently increased their meter rates from \$0.75 to \$1.00 per hour.

There are a total of 283 meters city-wide. Currently, the meter rate is \$.75 per hour which generates approximately \$120,000 annually. Depending on the amount of new hours used for parking, staff estimates these changes will add approximately \$40,000 to the annual parking meters revenue.

In addition, a similar rate increase will be applied to transient parking at the Municipal Parking Garage, from \$4.00 to \$5.00 as stated in Section 10.48.070 item C.

Traffic Commissioners discussed the rate increase but considered the fee increase proposal as a financial decision for the City Council to approve. If the Council believes the Traffic Commission should further review this item, it can be reviewed upon specific request.

RECOMMENDATION: Staff recommends increasing the parking fees from \$0.75 per hour to \$1.00 per hour, and from \$4.00 to \$5.00 at the Municipal Parking Garage.

ATTACHMENTS:

- Bill amending Chapter 10.48 Parking meters
- Bill amending Section 10.44.030 Parking prohibited on certain streets at all times
- Bill amending Section 10.44.070 Parking meter fees

INTRODUCED BY:

DATE: August 8, 2016

BILL NO. **9290**

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10.48 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO PARKING METERS, BY REPEALING SECTIONS 10.48.030, 10.48.070 AND 10.48.100, THEREOF, RELATING TO PARKING METER ZONES, FEES AND HOURS OF OPERATION, AND ENACTING IN LIEU THEREOF NEW SECTIONS TO BE KNOWN AS "SECTION 10.48.030 PARKING METERS ZONES, SECTION 10.48.040 PARKING TIME LIMITS, SECTION 10.48.070 PARKING METER FEES AND SECTION 10.48.100 HOURS OF OPERATION," THEREBY AMENDING SAID SECTIONS SO AS TO REDESIGNATE PARKING METER ZONES, INCREASE PARKING METER FEES FROM SEVENTY FIVE CENTS (\$0.75) TO ONE DOLLAR (\$1.00) EACH 60 MINUTES.

BE IT ORDAINED BY THE COUNCIL OF THE City of University City, MISSOURI, AS FOLLOWS:

Section 1. Chapter 10.48 of the University City Municipal Code, relating to parking meters, is hereby amended by repealing Sections 10.48.030, 10.48.040, 10.48.070 and 10.48.100 thereof, relating to parking meter zones -Designated, increase parking meter fees from seventy five cents (\$0.75) to one dollar (\$1.00) each 60 minutes; so that said section, as so amended, shall read as follows:

Chapter 10.48 PARKING METERS

Sections:

10.48.030 Parking meter zones--Designated.

There is established in the city of University City designated parking meter zones which shall include the following streets or parts of streets:

Zone A

Parking lot No. 1: Second parking stall from entrance, on the western half of the parking lot at 6320 Delmar Blvd.

Zone B

Limit Avenue: Both sides from Delmar Boulevard south to the alley.

Zone C

North and South Boulevard: Both sides from Gannon Avenue to a point one hundred fifty (150) feet south of the south line of Gannon Boulevard.

Zone D

Delmar Boulevard: Both sides from Sgt. Mike King Drive to the east city limits.

Forsyth Boulevard: North side thereof from a point seventy-five (75) feet of the west line of Lindell Boulevard to a point ninety-eight (98) feet to the west. And, north side thereof from a point twenty-two (22) feet of the east line of Lindell Boulevard to a point thirty-six (36) feet to the east.

Gannon Avenue: The south side from the alley east of North and South Boulevard to the alley west of North and South Boulevard.

Kingsland Avenue: Both sides from Loop South to Washington Avenue.

Leland Avenue: East side thereof from Delmar Boulevard to Loop South.

Loop South: South side from Kingsland Ave to Leland Ave

Melville Avenue: Both sides from Delmar Boulevard to a point two hundred and twenty five (225) feet south thereof.

Parking Lot No.6: Northwest corner of the intersection of Lindell Boulevard and Forsyth Boulevard.

Westgate Avenue: Both sides from Delmar Boulevard to Enright Avenue.

Westgate Avenue: Both sides from Delmar Boulevard to the alley south thereof.

Zone E

Parking Lot No. 1: South side of Delmar Boulevard, at 6320 Delmar Blvd, except for those spaces in Zone A.

Parking Lot No. 2: Parking Garage at 6319 Delmar Boulevard.

Parking Lot No. 3: North side of Delmar Boulevard, west of 6639 Delmar Blvd.

Zone F

Parking Lot No. 5: Southeast corner of the intersection of Kingsland Avenue and Loop South (Post Office).

10.48.040 Parking time limits.

In parking zones established by Section 10.48.030, it is unlawful for a vehicle to park in excess of the time indicated in the following zones:

Zone A: Fifteen minutes limitation.

Zone B: Four-hour limitation.

Zone C: One-hour limitation.

Zone D: Two-hour limitation.

Zone E: Three-hour limitation.

Zone F: Eight-hour limitation.

10.48.070 Parking meter fees--Manner of payment and schedule--Parking without depositing fee in meter.

A. For the purpose of defraying the cost to the city of purchasing and installing parking meters and of regulating, supervising and policing the exercise of the privilege of parking in parking meter zones, there is established a parking fee for the parking zones enumerated in Section 10.48.030, in the following amounts, for the privilege of parking a vehicle in a parking space, which fee shall be paid by depositing a coin or coins in the parking meter adjacent to the parking space in which a vehicle is parked:

Parking meter zones	Rates	
	\$	Minutes
Zone A - 15 minutes	\$ 0.25	15
Zone B – four hours,	\$ 0.25	15
Zone C – one hour,		
Zone D – two hours,	\$ 0.50	30
Zone E – three hours	\$ 1.00	60

Zone F <i>Eight hours</i>	\$ 0.25	15
	\$ 3.00	8 hours

B. It is unlawful for any person not having a parking permit issued pursuant to this chapter to park a vehicle in any parking space without there having been deposited in the parking meter the money to pay the fee imposed by this chapter. If the timing device shows that the time for which the fee is paid has expired, and if a vehicle is parked in a parking space adjacent to such meter, then this shall be prima facie evidence that the fee required by this chapter for the privilege of parking such a vehicle in such space has not been deposited in the parking meter, unless, however, the vehicle has a parking permit issued under this chapter. Each meter shall designate the type of coin to be deposited.

C. When the City's authorized attendant is on duty at the Municipal Parking Garage, Parking Lot No.2 on Zone E, a flat fee of five dollars (\$5.00) will be imposed on each vehicle upon entering the parking garage, excluding vehicles parked under a permit issued according to this chapter. This flat fee of \$5.00 increases from \$4.00. The current rate generates \$75,000 revenue annually. This increase would generate additional of approximately \$18,000 per year based on the same volume of usages. The flat fee will be applied by the following schedule:

Days	Time Period	Parking Fee
Wednesday through Thursday	4:00 p.m. until close (10:00 p. m.)	\$5.00
Friday	3:00 p.m. until close (12:00 a. m.)	\$5.00
Saturday	2:00 p.m. until close (12:00 a. m.)	\$5.00

10.48.100 Hours of operation--Adjustment of meters to show legal and illegal parking.

It is unlawful for any person to cause, allow, permit or suffer any vehicle registered in his name or operated or controlled by him to be upon any street or right-of-way, public parking lot, or public parking garage within a parking meter zone in any parking space adjacent to where a parking meter is showing a signal indicating that the fee has not been paid, and such space is illegally in use between the hours of eight a.m. and eight p.m. of any day, Sundays and legal holidays excepted, for Zones A through F as provided in Section 10.48.030.

Parking meters shall be adjusted so as to show legal parking during the period for which payment has been made, as provided in this chapter, and to show when the period expires for which payment has been made, and the parking thereafter in such parking space is illegal; provided, however, that nothing in this section shall apply to a vehicle holding a parking permit issued under this chapter.

Section 2. This ordinance shall not be construed so as to relieve any person, firm or corporation from any penalty heretofore incurred by the violation of Chapter 10.48, Section 10.48, nor bar the prosecution for any such violation.

Section 3. Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be subject to the penalty provided in Chapter 1.12, section 1.12.010 of the University City Municipal Code.

Section 4. This ordinance shall take effect and be in force on December 1, 2016 , after its passage as provided by law.

PASSED THIS _____ day of _____ 2016.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Council Agenda Item Cover

MEETING DATE: September 12, 2016

AGENDA ITEM TITLE: Metropolitan St. Louis Sewer District (MSD) Intergovernmental Agreement – U.S. Army Corps of Engineers Flood

Study **AGENDA SECTION:** Unfinished Business

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND: On April 26, 2016 the City Council authorized entering into an Offer of Contributed Funds letter agreement with the U.S. Army Corps of Engineers (Army Corps) to perform a flood study (a.k.a. federal flooding reduction study). This study will be used for Army Corps' completion of a General Reevaluation Report and cost share for implementation of Upper River Des Peres University City Branch nonstructural measures for flood risk management (specifically buyouts of residential structures in the 5-year floodplain). The Army Corps estimates the total cost of the study at \$650,000. By having signed the letter agreement, the City of University City as the sponsor, has offered to pay for the above cost of the study (a copy of the City's Offer of Contributed Funds letter agreement with the Army Corps is attached).

The Metropolitan St. Louis Sewer District (MSD) has included, in its FY2017 budget, \$650,000 to reimburse University City for sponsor costs to complete the federal flooding reduction study. MSD Board of Trustees on August 11, 2016 is anticipated to appropriate the necessary funds and authorize entering into an Intergovernmental Agreement with the City of University City (a copy of this agreement is attached).

An Ordinance authorizing the City Manager to execute an agreement with MSD is attached.

RECOMMENDATION: It is recommended that the City Council passes the attached Ordinance authorizing the City Manager to execute an Intergovernmental Agreement for MSD's reimbursement of the City's costs to enable completion of the federal flooding reduction study in the amount not to exceed \$650,000.

ATTACHMENTS:

- An Ordinance Authorizing the City Manager to Execute an Agreement with the Metropolitan St. Louis Sewer District (MSD) for Reimbursement of the Cost of a Flooding Reduction Study for the Upper River Des Peres Area.
- A copy of University City's Offer of Contributed Funds letter agreement with the Army Corps.
- A copy of MSD's Intergovernmental Agreement with University City.

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2016, by and between the Metropolitan St. Louis Sewer District (MSD) and the City of University City (CITY), regarding the University City Branch of River Des Peres – Corps of Engineers Study (10780).

WHEREAS, the MSD Charter Plan empowers the District to contract with municipalities, districts, other public agencies, individuals, or private corporations, or any of them whether within or without the District, for the construction, use, or maintenance of common or joint sewers, drains, outlets, or disposal plants, or for the performance of any service required by the District; and

WHEREAS, CITY desires to complete a federal flooding reduction study for the Upper River Des Peres area and has requested that MSD participate in the cost of the study; and

WHEREAS, the completion of the federal flooding reduction study is a necessary prerequisite to a federal flooding reduction project in the area; and

WHEREAS, MSD recognizes the public benefit to be derived from a federal flooding reduction project in the area and desires to provide financial assistance; and

WHEREAS, this Intergovernmental Agreement allows the District the ability to provide cost sharing and financial assistance to the City to enable the completion of the federal flooding reduction study; and

WHEREAS, MSD Ordinance No. 14418 adopted August 11, 2016 appropriated the necessary funds and authorized the Executive Director and Secretary-Treasurer on behalf of the District to enter into an intergovernmental agreement under Contract. No. 20450 with the City.

NOW THEREFORE, in consideration of certain mutual benefits inuring to the parties hereto, and to the public, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. MSD will provide financial assistance to CITY as reimbursement for CITY's costs to enable completion of the federal flooding reduction study in an amount not to exceed \$650,000 (Six Hundred Fifty Thousand dollars) related to the University City Branch of River Des Peres – Corps of Engineers Study (10780) project.
2. Prior to any payment of said financial assistance by MSD to CITY, CITY will invoice MSD, providing details of costs incurred supported with copies of canceled checks verifying CITY's costs. Only the direct cost of CITY's local match cash contributions to the US Army Corps of Engineers are eligible for reimbursement.
3. CITY will provide MSD with record copies of all work products related to this federal flooding reduction study.
4. Reimbursements shall be completed within 36 months from the date of execution of this agreement by both parties, unless additional time is agreed upon in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

METROPOLITAN ST. LOUIS
SEWER DISTRICT

BY: _____

Brian Hoelscher
Executive Director

ATTEST:

APPROVED AS TO FORM
OFFICE OF GENERAL COUNSEL

Timothy Snoke
Secretary-Treasurer

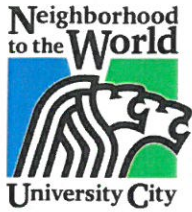
BY: _____

CITY OF UNIVERSITY CITY, MISSOURI

ATTEST:

BY: _____

Lehman Walker
City Manager



Lehman Walker, City Manager

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8534, Fax: (314) 863-9146

May 2, 2016

COL Anthony P. Mitchell
Commander, St. Louis District
U.S. Army Corps of Engineers
1222 Spruce Street
St. Louis, MO 63103-2833

RE: Proposal for Acceptance of Voluntarily Contributed Funds for General Reevaluation Report (GRR) on the River des Peres, Missouri, University City Branch

Dear COL Mitchell,

As you are aware, the U.S. Army Corps of Engineers, St. Louis District (District) studied the feasibility of providing urban flood damage reduction and related improvements in the River des Peres watershed in St. Louis City and County, Missouri. The District approved a Feasibility Report, Supplementary Information Report, Environmental Assessment and Finding of No Significant Impact (FONSI) on May 23, 1989. A Chiefs Report was signed in 1989 and the project authorized for construction in 1990. The FY2004 Energy and Water Development Appropriations Act, Public Law 108-137, provided funds for the District to initiate design of a structural channel modification along the University City Branch of the River Des Peres, located in University City, Missouri. Updates to the hydraulic model and a Value Engineering Study in 2009 revealed that the authorized plan would induce flooding downstream.

The District initiated reanalysis of the recommended plan in 2009 to reformulate and modify the plan evaluating a nonstructural buyout in the 5-year floodplain. We understand that the District received its last Federal work allowance in FY10 and has been unable to move forward with the reanalysis due to the lack of a Federal work allowance.

University City offers contributed funds in the amount of \$650,000 to reflect the Federal and non-Federal share necessary for the District to complete the GRR. We understand that credit cannot be afforded or repayment authorized for our voluntary contribution of funds. We also understand that the District's acceptance of funds will not constitute or imply any commitment to budget or appropriate funds for the project in the future.

Best regards,

A handwritten signature in blue ink, appearing to read "Lehman Walker".

Lehman Walker
City Manager
City of University City

INTRODUCED BY:

DATE: August 8, 2016

BILL NO. 9291

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE METROPOLITAN ST. LOUIS SEWER DISTRICT (MSD) FOR REIMBURSEMENT OF THE COST OF A FEDERAL CORPS OF ENGINEERS FLOODING REDUCTION STUDY FOR THE UPPER RIVER DES PERES AREA.

WHEREAS, the City of University City wishes to enter into an agreement for reimbursement with MSD for the City's costs to complete the Corps of Engineers federal flooding reduction study; and

WHEREAS, MSD recognizes the public benefit of a federal flooding reduction project in the area and agrees to provide financial assistance; and

WHEREAS, MSD will reimburse the City an amount not to exceed \$650,000 for the cost of the study; and

WHEREAS, the Council has determined that the completion of the federal flooding reduction study is a necessary prerequisite to a federal flooding reduction project in the area.

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

Section 1. The City Manager is hereby authorized and directed to execute the Agreement with MSD for reimbursement for the federal flooding reduction study of the Upper River Des Peres area, the terms and conditions of which are set forth in Exhibit "A" attached hereto and incorporated herein by reference.

* * *

Section 2. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED THIS _____ day of _____ 2016

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Council Agenda Item Cover

MEETING DATE: September 12, 2016

AGENDA ITEM TITLE: Flood Mitigation Assistance Grant – Voluntary Buyout Policy

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND: The City of University City received grant funds through the Department of Homeland Security and Federal Emergency Management Agency's (FEMA) Flood Mitigation Assistance (FMA) Program for the acquisition and demolition of one (1) severe repetitive loss (SRL) residential property located on Glenside Place. Specifically, \$164,700.00 in Federal funds is granted for the completion of the FY 2015 FMA/SRL Voluntary Flood Buyout Project, which is 100% of the project cost estimate. The City is not responsible for any funding on this project unless the project exceeds the award amount. The City has executed FEMA's Flood Mitigation Assistance Program Funding Approval and Grant Agreement forms. The City has agreed to accept responsibility for adherence to all grant requirements.

The City is required as part of the Flood Mitigation Assistance Program to adopt a Voluntary Flood Buyout Policy, in order to proceed with the buyout process. The City's FY 2015 FMA/SRL Voluntary Flood Buyout Policy is attached in Exhibit A. A Resolution adopting the FY 2015 FMA/SRL Buyout Policy is also attached.

RECOMMENDATION: It is recommended that the City Council approve the buyout policy and adopt the Resolution establishing a Voluntary Buyout Policy for the FY 2015 FMA/SRL Buyout.

ATTACHMENTS:

- Resolution adopting the FY2015 FMA/SRL Voluntary Buyout Policy
- Exhibit A: FY 2015 FMA/SRL Voluntary Flood Buyout Policy

City of University City Voluntary Buyout Policy

The City of University City Council hereby adopts the City of University City Voluntary Flood Buyout Policy as follows:

Priorities of Buyout Program

1. Residential properties on the original application will be prioritized based on the Benefit Cost Ratio. Those with a higher value will be given first priority:
 1. 7901 Glenside Place – Benefit Cost Analysis 2.96
2. Residential properties added to the buyout will be given consideration based on:
 1. Frequency of inundation;
 2. Proximity to the creek; and
 3. Elevation

Open Space Assurance Statement

1. The City of University City, through adoption of this Policy does hereby provide the necessary assurance that all property acquired through the Hazard Mitigation Grant Program will be deed restricted, dedicated and maintained in perpetuity for uses outlined below in 44 CFR 206.434(e).

2. (e) *Property acquisitions and relocation requirements.* Property acquisitions and relocation projects for open space proposed for funding pursuant to a major disaster declared on or after December 3, 2007 must be implemented in accordance with part 80 of this chapter. For major disasters declared before December 3, 2007, a project involving property acquisition or the relocation of structures and individuals is eligible for assistance only if the applicant enters into an agreement with the FEMA Regional Administrator that provides assurances that:

(1) The following restrictive covenants shall be conveyed in the deed to any property acquired, accepted, or from which structures are removed (hereafter called in section (d) the property): (i) The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and (ii) No new structure(s) will be built on the property except as indicated below:

(A) A public facility that is open on all sides and functionally related to a designated open space or recreational use;

(B) A rest room; or

(C) A structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Administrator approves in writing before the construction of the structure begins.

(iii) After completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any Federal entity or source, and no Federal entity or source will provide such assistance.

(2) In general, allowable open space, recreational, and wetland management uses include parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow evacuation), temporary storage in the open of

wheeled vehicles which are easily movable (except mobile homes), unimproved, previous parking lots, and buffer zones.

(3) Any structures built on the property according to paragraph (d)(1) of this section, shall be floodproofed or elevated to the Base Flood Elevation plus one foot of freeboard.

General Eligibility Requirements

In general, to be eligible to participate in the City of University City flood buyout program, all conditions listed below must be met:

1. Property must be listed in the original buyout application submitted to the Federal Emergency Management Agency.
2. The property must be a **primary residential** home (no vacation homes, clubhouses or businesses).

General Buyout Policy

1. A residential buyout package must encompass no more than one (1) acre or less. Any survey fees will be paid for by the City with grant funds.
2. Garages and outbuildings must be located on the same property and be considered as a part of the residential package.
3. The City will conduct a title search to determine the rightful owner(s) of the property prior to making an offer to buy. The cost for the title search will be paid for by the City with grant funds.
4. If a title search is not conclusive regarding true ownership, it will be the sole responsibility of the reported property owner to prove ownership. The City will not pay for any legal costs necessary to prove ownership or provide clear title.
5. The title to the property must be clear of all liens before the city will take title to the property. If the lien amounts cannot be satisfied prior to the closing, all lien amounts due will be deducted from the buyout proceeds at the time of closing. If clear title cannot be provided by the property owner, the property will be withdrawn from the project.
6. All properties will be appraised by a State of Missouri board certified, licensed appraiser. This process is outlined in more detail on page 3. The cost for the appraisal will be paid for with grant funds.
7. All property owners must sign a statement recognizing that this program is voluntary and therefore are not entitled to any relocation assistance under the Uniform Relocation Assistance Act. By signing the statement, the property owners also indicate their understanding that the City will not invoke any power of eminent domain to take the property as part of the grant program, if the property owner chooses to withdraw from the project.

8. Property owners will be given two (2) weeks from the date of offer to decide if they will accept or reject the City's offer to purchase.
9. Property owners will be required to vacate the premises entirely prior to closing. All personal property remaining on or in the structure(s) will be considered public property after closing.
10. Property owners are not allowed to remove structural items from the home or any outbuildings after the appraisal is completed. If a property owner wishes to remove an item that would normally remain in a real estate transaction (for example, light fixtures, windows, doors, hot water heaters, furnace etc.) the appraisal must be reduced by the current market value of the removed item.
11. Once a property has been acquired by the City, any items within the structure must be disposed of in a public manner. The City may choose to remove usable items and store them until a public auction can be held or bids received by all interested citizens. **Or, salvage rights may be granted to the demolition contractor, in which case, citizens then would contact the demolition contractor if interested in select items.** Any Program Income generated by the project will be documented.
12. Current property owners are responsible for the property taxes on the structure from the first of the year through the date of the closing on a pro-rated basis.
13. Demolition costs and liability expenses for the buyout structure will be the responsibility of the City upon transfer of title. Until the title is transferred, the property owner remains solely responsible for the property.
14. No structure may be demolished until the Missouri State Office of Historic Preservation and the Federal Emergency Management Agency have determined that the property is not historically significant or that historically significant properties have been recorded and documented sufficiently to enable the city to demolish the structure.
15. The Date of Negotiations for the City of University City is the day the City provides written notification to potential buyout participants that grant funding **has been provided** to the City for a voluntary buyout program.

Fair Market Value Determination

1. All offers to property owners will be based on the current fair market value established by a State of Missouri board certified, licensed appraiser minus any Duplication of Benefits.
2. The City, in compliance with local procurement procedures, will hire a State of Missouri board certified, licensed appraiser to complete the appraisals. The cost for the appraisal will be paid for by the grant funds.
3. The City's grant administrator will coordinate when the property will be appraised with each owner. The City encourages each property owner to be present during the site

inspection by the appraiser to aid the appraiser in properly identifying property boundary lines and outbuildings etc.

4. If the property owner has an appraisal that was completed within the last twelve (12) months by a State of Missouri board certified, licensed appraiser, he/she may submit that appraisal to the City for review. (NOTE: property owners are not required to submit the appraisal.) If the City determines that the appraisal was completed in accordance with the City's buyout program guidelines, this appraisal may be used to establish the fair market value of the property. The City will not reimburse property owners for appraisal costs they incurred when this appraisal was completed.
5. The appraisal completed by the City is the official fair market value. If a property owner is in disagreement with the value indicated, he/she may hire a State of Missouri board certified, licensed appraiser, at his/her own expense, and provide an original appraisal to the City for review. The City will then forward both the City of University City and owner appraisal to the Missouri State Emergency Management Agency (SEMA). The State's independent licensed appraiser will review both appraisals and determine the final fair market value. The State's decision is final.
6. All property appraisals will be completed with the following special buyout provisions:
 - The current appraisal must clearly indicate the value of the entire buyout package **and**
 - 1) the value of the residential structure only
 - 2) the value of the underlying real property and outbuildings only
 - Appraisals will be based on comparable sales for properties located in a flood hazard area. If properties **not** located in a flood hazard area are used as comparable sales, a location adjustment must be reflected in the appraisal.
 - Property previously purchased by the City of University City as part of the flood buyout program may not be used as comparable sales for other buyout appraisals.
 - Rental property will be appraised on the sales comparison approach. In no event may rental property be acquired based on a market value established through the rental income approach.
7. All property appraisals (whether completed by the City's appraiser or submitted by a property owner) will be forwarded to the Missouri State Emergency Management Agency prior to an offer being made.

Duplication of Benefits (DOBs)

Financial payments paid to homeowners for structural repairs to the flooded property will be deducted from the current appraisal if not used for the intended purpose. Each property owner participating in a FEMA flood buyout **must sign an affidavit** disclosing any benefits received from **any sources** in conjunction with the event leading to the buyout project.

Some examples when a DOB may occur include the following:

1. The property owner has received insurance, loans, repair grants, compensation in compliance with a court order, or other assistance available to them to help address damages to the structure regardless of whether such benefits were sought or received. This is because payment of full current fair market value (FMV) compensates the owner for the loss of value that has occurred;
2. Legal claims are appropriate or legal obligations arise in connection to the property that may provide a benefit to the property owner. Parties involved in pending legal disputes must take reasonable steps to recover benefits available to them;
3. Relocated tenants receive relocation assistance and rental assistance but have received payments for the same purpose as part of the disaster assistance provided by any agency or payments from any other source. Any buyout-related assistance provided to tenants must be reduced accordingly. However, tenant-related DOB deductions do not affect amounts available to the property owner.

Property owners who have an SBA loan will have to repay the loan or roll it over to a new property at closing as part of the settlement. Note, premiums paid for up to five years prior to the disaster event to the National Flood Insurance Program as reported by FEMA will be reimbursed where applicable.

When property owners retain receipts for any repairs made, the property owner may submit them through the City to SEMA. SEMA then submits the receipts to FEMA for review and approval to offset some or all of the DOBs. **(Note: Receipts must be from bonafide businesses recognized by local governments. The labor of property owners, friends, family, or volunteers for clean up and repair is not eligible to offset the DOBs.)**

If a property owner carried insurance through the National Flood Insurance Program (NFIP) at the time of the event, a payment equal to the amount paid for insurance premiums for up to five years prior to the event will be refunded to the policy holder as part of the Duplication of Benefits calculation.

Buyout Categories

The appraised value of a property and the occupancy status (owner occupied or renter occupied) will determine what type of buyout offer a participant will receive. The criteria for each type of offer is as follows:

General Buyout

Criteria:

1. Home and underlying real property is owned by the same owner

2. Property is occupied by the owner of the property (at time of event) or a tenant/renter*

A property and property owner meeting the criteria listed above will be acquired at the current fair market value established by a qualified appraisal less any Duplication of Benefits.

Example: Property currently appraised at \$40,000
Duplication of Benefits total \$5,000
Property owner will be offered \$35,000

*tenant may qualify for a tenant relocation assistance grant minus any Duplication of Benefits; (see page 8)

Land Plus Owner Relocation Payment

Criteria:

1. Home and underlying real property is owned by the same owner as a primary residence
2. Property is occupied by the owner of the property (i.e., owner-occupied)
3. Meet all requirements as outlined below per the *Hazard Mitigation Assistance Unified Guidance*

For a property owner to receive a supplemental payment for Owner Relocation, the City must demonstrate that all of the following circumstances exist:

- Decent, safe, and sanitary housing of comparable size and capacity is not available in non-hazard prone sites within the community at the anticipated acquisition price of the property being vacated; and/or
- The project would otherwise have a disproportionately high adverse effect on low-income or minority populations because project participants within those populations would not be able to secure comparable decent, safe, and sanitary housing; and
- Funds cannot be secured from other more appropriate sources, such as housing agencies or voluntary groups.

Relocation Assistance Categories

Based on the buyout categories listed above, two (2) types of “relocation” payments may be available:

1. Replacement Housing Payment a.k.a. Owner Relocation (maximum \$31,000)
2. Renter Relocation Assistance payment (maximum \$7,200 plus moving costs)

Replacement Housing (aka Owner Relocation) Payment

1. Maximum owner relocation payment a buyout participant may receive is \$31,000.
2. Individuals and families entitled to a replacement housing payment are those that:
 1. Own and occupy the dwelling participating in the buyout program as a primary residence, and
 2. Owned and occupied the dwelling participating during the incident period for the disaster, and
 3. Meets all other requirements as listed under the *Buyout Categories* section of this

document:

- The property owner must purchase a replacement dwelling outside the Special Flood Hazard Area. Rental, lease, or other occupancy of a replacement dwelling does not qualify for a replacement housing payment.
- The replacement housing payment is determined by the purchase price of the replacement dwelling minus the Fair Market Value of the flood damaged dwelling.
- It is the responsibility of the homeowner to locate a new replacement home and provide all required documentation to the City's grant administrator.
- Mobile homes are eligible replacement dwelling units provided that the mobile home has been purchased and transported to a dwelling site outside the Special Flood Hazard Area prior to any replacement housing payment being made.
- The City will not make a replacement housing payment until the buyout site is vacated and the new dwelling purchased and occupied. The City's grant administrator will coordinate property closings to ensure that the property owner is provided with the replacement housing payment in the most expedient manner possible.
- The owner may choose between a straight buyout **or** a replacement housing payment offer, whichever creates a better financial assistance payment to the property owner.

Example:

Fair Market Value of Replacement Home	\$35,000
Fair Market Value of Flood-Damaged Home	\$21,000
Cost of new home:	\$35,000
Less: value of flood-damaged home:	<u>(\$21,000)</u>
Replacement Housing Payment:	\$14,000 CANNOT EXCEED \$31,000
Homeowner receives	\$21,000
Plus:	<u>\$14,000</u>
Total Buyout Offer:	<u>\$35,000*</u>

***This amount is subject to a deduction for Duplication of Benefits as outlined previously in this document, if applicable.**

Renter Relocation Assistance Payment

1. Due to the involuntary nature of the impact of a buyout project on tenants/renters, they **MAY** be eligible for relocation assistance should a property they reside in be acquired by the City through the flood buyout program.
2. The maximum renter relocation assistance grant may not exceed \$7,200 plus the cost to move personal property located inside the property based on a standard table of costs.
3. It is the responsibility of the property owner or renter to contact the City to determine if a renter is eligible for a grant.

4. A *Relocation Assistance to Tenants/Renters Worksheet* must be completed and certain documentation provided by the renter/landlord to determine the level of assistance, if any.
5. The payment for moving personal property consists of household furniture and is determined by pre-established government charts based on the number of furnished rooms in the property.
6. No renter relocation assistance payment will be provided until the property in the buyout program has been acquired with completed closing procedures.
7. If a tenant/renter has received funds from other primary funding sources (FEMA, other grants, and/or funds from any other sources) such as insurance and other funds to address the same purpose or loss, Duplication of Benefits may apply. This includes any funds received by the tenant/renter provided through the FEMA disaster assistance programs including temporary housing and rental assistance. Any acquisition-related assistance provided to tenants/renters must be reduced accordingly. Tenant/renter-related Duplication of Benefits deductions do not affect amounts available to the property owner.
8. Tenants/renters must also certify that they are a U.S. citizen or are lawfully present in the United States to be considered eligible for this assistance.

Environmental Considerations

Participants in the buyout program must sign a Sales Contract plus all Exhibits (A, B, and C) which, by signing, represents and warrants to the City that:

1. There are no abandoned wells, agricultural drainage wells, solid waste disposal areas or underground storage tanks (as defined in Revised Statutes of Missouri) located in, on or about the property;
2. There is and has been no hazardous waste stored, generated, treated, transported, installed, dumped, handled or placed in, on or about the property;
3. At no time have any federal or state hazardous waste cleanup funds been expended with respect to any of the property;
4. There has never been any solid waste disposal site or underground storage tank located in, on or about the property, nor has there been any release from any underground storage tank on real property contiguous to the property which has resulted in any hazardous substance coming in contact with the property;
5. The seller has not received any directive, citation, notice, letter or other communication, whether written or oral, from the Environmental Protection Agency, the Missouri Department of Natural Resources, any other governmental agency with authority under any Environmental Laws, or any other person or entity regarding the release, disposal, discharge or presence of any hazardous waste on the property, or any violation of any Environmental laws; and
6. To the best of property owner's knowledge, neither the property nor any real property contiguous to the property nor any predecessors in title to the property are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under Environmental Laws.

Special Considerations

Any scenarios that have not been covered by the approved City of University City Buyout Policy will be reviewed by an advisory council consisting of representatives from SEMA and the City of City Council. In the event of disputes, differences of interpretation, or disagreements over these guidelines, the decision of the City, acting by and through the City Council shall be final and in all cases shall be the determining factor, after consultation with the State of Missouri.

Approved and read by the City Council on _____.

Mayor
City of University City

RESOLUTION NO. 2016 – 22

RESOLUTION ESTABLISHING A VOLUNTARY FLOOD BUYOUT POLICY
FOR THE CITY OF UNIVERSITY CITY, MISSOURI
FY 2015 FMA/SRL VOLUNTARY FLOOD BUYOUT PROJECT

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

Section 1. The Federal Emergency Management Agency (FEMA) has approved grant funding through the Flood Mitigation Assistance (FMA) Program for the acquisition and demolition of one (1) flood-prone residential property located on Glenside Place. Specifically, \$164,700.00 in Federal funds is granted for the completion of the FY 2015 FMA/SRL Voluntary Flood Buyout Project (the 2015 FMA/SRL Project). The City has executed FEMA's Flood Mitigation Assistance Program Funding Approval and Grant Agreement forms. The City has agreed to accept responsibility for adherence to all grant requirements.

Section 2. The City is required by FEMA to adopt a Voluntary Flood Buyout Policy. The City's FY 2015 FMA/SRL Voluntary Flood Buyout Policy (the "2015 FMA/SRL Policy") is hereby approved in substantially the form attached hereto as **Exhibit A**.

Section 3. Representatives of the City are hereby authorized to use such policies in connection with the acquisition and demolition of the residential property on Glenside Place.

Section 4. The City does hereby provide the necessary assurance that restrictive covenants shall be conveyed in the deed to any property the City acquires through FEMA's Flood Mitigation Assistance Program, as follows: 1) The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; 2) No new structure(s) will be built on the property, except as approved under Title 44 of the Code of Federal Regulations, Section 206.434(d) (44CFR206.434(d)); and, 3) After completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any federal entity or source, and no federal entity or source will provide such assistance.

Section 5. Only property meeting the following requirements are eligible to participate in the Glenside Buyout Project: 1) The property must be listed in the original buyout application submitted to FEMA or later officially amended to the buyout by both the Missouri State Emergency Management Agency (SEMA) and FEMA, and 2) The property must be a primary residential home. Vacation homes, clubhouses or businesses are not eligible for acquisition under this buyout program.

Section 6. As required by SEMA, any changes and additions to the 2015 FMA/SRL Policy will be reviewed by an advisory committee consisting of representatives from SEMA and the City Council. In the event of disputes, differences of interpretation, or disagreements over the guidelines, the decision of the City, acting by and through the City Council, shall be final and in all cases shall be the determining factor, after consultation with SEMA.

Section 7. The Mayor, the City Manager and other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the 2015 FMA/SRL Project.

Section 8. This Resolution shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

Passed by the City Council and SIGNED by the Mayor of the City of University City, Missouri on the 12 day of September, 2016.

(SEAL)

Mayor

ATTEST:

City Clerk

September 12, 2016

M-1-11



Council Agenda Item Cover

MEETING DATE: September 12, 2016

AGENDA ITEM TITLE: Vacation of a 15-foot wide north/south public alley right-of-way (south side of Delmar Blvd. and east of North and South Road)

AGENDA SECTION: New Business

COUNCIL ACTION: Passage of Ordinance required for Approval

CAN THIS ITEM BE RESCHEDULED? : No

BACKGROUND REVIEW: Attached are the documents for the above-referenced public alley right-of-way vacation request. The alley is located on the south side of Delmar Boulevard and surrounded by properties at 7640 Delmar Boulevard, 7634 Delmar Boulevard, 555 N. Central Avenue, and 550 North and South Road.

Staff recommends approval. The first reading and the required public hearing are scheduled for the September 12, 2016 City Council meeting. The second and third readings and passage of the ordinance could occur at the subsequent September 26, 2016 meeting.

Attachments:

- 1: Request letter and pertinent documents
- 2: Draft Ordinance

RECOMMENDATION: Approval



Department of Public Works and Parks

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-0694

August 26, 2016

Mr. Zacharias Greatens
Department of Community Development
6801 Delmar Blvd.
University City, MO 63130

RE: Proposed vacation of alley
(Alley parallel to and between North&South Rd. and Central Ave. extending from
Delmar Blvd. to south)

Dear Mr. Greatens:

We have reviewed the proposed vacation of the referenced alley and have no
opposition to the vacation as the existing right-of-way does not provide any public
access benefit.

Sincerely,

A handwritten signature in black ink, appearing to read "Alpaslan", written in a cursive style.

Sinan Alpaslan, P.E.
Director of Public Works and Parks

David F. Neiers
Shareholder

120 S. Central Avenue, Suite 1420
St. Louis, MO 63105
Tel: 314.425.4950
Fax: 314.725.5754
dneiers@sandbergphoenix.com
www.sandbergphoenix.com

August 15, 2016

City of University City
Zach Greatens
Planner, Department of Community Development
6801 Delmar Boulevard
University City, MO 63130

Dear Mr. Greatens:

This firm represents Mehlman Homes Realty, LLC (“Mehlman”). This letter is provided at the request of the City of University City (the “City”) and is intended to serve as Mehlman’s formal request for consideration by the City to vacate an alley right-of-way further described herein.

Mehlman is requesting the vacation with the consent of Bemiston Avenue, LLC, the owner in fee simple of the following described parcel of real estate situated in the City of University City, Missouri, commonly known and numbered as 7634 Delmar Boulevard, University City, MO 63130 (the “Property”).

To accommodate the redevelopment of the Property, Mehlman desires to vacate an alley right-of-way located on the Property as identified on the drawing attached hereto as Exhibit A, and legally described on Exhibit B, the foregoing prepared by Volz Engineering, a Professional Land Surveyor registered in the State of Missouri (the “Proposed Vacation”).

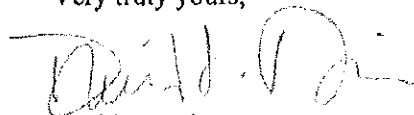
The abutting property owners have been notified of the Proposed Vacation, and have acknowledged their consent to the Proposed Vacation as indicated in the responsive letters attached hereto as Exhibit C.

In addition, enclosed as Exhibit D are copies of letters from utility companies and service providers we received in relation to this application.

Based on the foregoing, the vacation herein requested will be in the interest of the public necessity, convenience, and general welfare. As a result, Mehlman respectfully requests the City vacate the Proposed Vacation, that the Proposed Vacation revert to Mehlman in fee simple interest, and that the City ordain such further orders as may be proper to accomplish the vacation requested.

Please contact me if you need anything further.

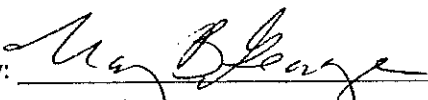
Very truly yours,



David F. Neiers

CONSENTED:

Bemiston Avenue LLC,
a Missouri limited liability company

By: 
Name: Nancy B George
Title: Authorized Person

DFN/bam
Enclosure

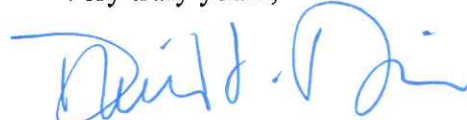
cc: Mark Mehlman

7399517.2

Based on the foregoing, the vacation herein requested will be in the interest of the public necessity, convenience, and general welfare. As a result, Mehlman respectfully requests the City vacate the Proposed Vacation, that the Proposed Vacation revert to Mehlman in fee simple interest, and that the City ordain such further orders as may be proper to accomplish the vacation requested.

Please contact me if you need anything further.

Very truly yours,



David F. Neiers

CONSENTED:

Bemiston Avenue LLC,
a Missouri limited liability company

By: _____

Name: _____

Title: _____

DFN/bam
Enclosure

cc: Mark Mehlman

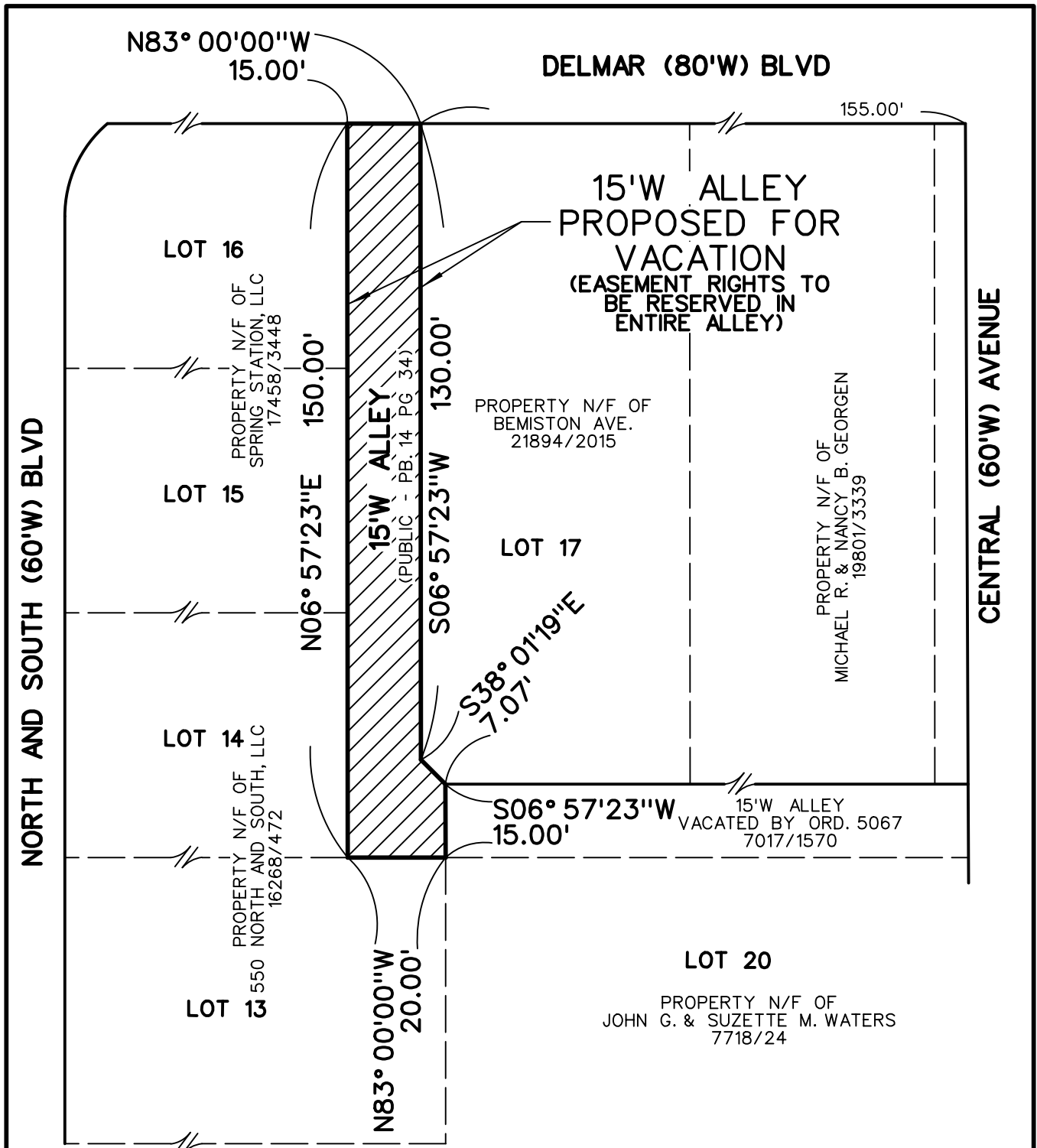


EXHIBIT "A"

INITIAL:

VACATION OF 15'W ALLEY
 A TRACT OF LAND BEING THE 15'W NORTH SOUTH ALLEY IN
 BLOCK 4 OF DELMAR HEIGHTS - P.B. 14 PGS. 34 & 35
 IN U.S. SURVEY 2033, TOWNSHIP 45 NORTH - RANGE 6 EAST
 UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

Exhibit "B"

July 11, 2016

EJK

15thW North-South Alley
Block 4 – Delmar Heights
20973-0

A tract of land being the 15 foot wide North-South Alley in Block 4 of "Delmar Heights", a subdivision according to the plat thereof recorded in Plat Book 14 pages 34 and 35 of the St. Louis County Records, in U.S. Survey 2033, Township 45 North – Range 6 East, University City, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the intersection of the East line of said 15 foot wide North-South Alley with the South line of Delmar Boulevard, 80 feet wide; thence Southwardly along the East line of said alley, South 06 degrees 57 minutes 23 seconds West 130.00 feet and South 38 degrees 01 minutes 19 seconds East 7.07 feet to the West line of a 15 foot wide East-West Alley, vacated according to instrument recorded in Book 7017 page 1570 of the St. Louis County Records; thence Southwardly along the West line of said vacated alley, South 06 degrees 57 minutes 23 seconds West 15.00 feet to the North line of Lot 13, in said Block 4 of "Delmar Heights"; thence Westwardly along said North line, North 83 degrees 00 minutes 00 seconds West 20.00 feet to the West line of said 15 foot wide North-South Alley; thence Northwardly along said West line North 06 degrees 57 minutes 23 seconds East 150.00 feet to said South line of Delmar Boulevard, 80 feet wide; thence Eastwardly along said South line North 83 degrees 00 minute 00 second West 15.00 feet to the point of beginning and containing 2,337 square feet according to calculations by Volz Inc. during July, 2016



Eric J. Kirby, P.L.S.
Professional Land Surveyor
MO P.L.S. #2005000074

EXHIBIT C
LETTERS FROM ABUTTING PROPERTY OWNERS

David F. Neiers
Shareholder

120 S. Central Avenue, Suite 1420
St. Louis, MO 63105
Tel. 314.425.4950
Fax 314.725.5754
dneiers@sandbergphoenix.com
www.sandbergphoenix.com

July 20, 2016

550 North and South L.L.C.
Attn: Karl W. Dickhaus, *Registered Agent*
1750 S. Brentwood Blvd. Ste. 300
St. Louis, MO 63144

Re: Vacation of Alley Right-of-Way – 7634 Delmar Boulevard

Dear Mr. Dickhaus:



This firm represents Mehlman Homes Realty, LLC (“Mehlman”), the contract purchaser of the property located at 7634 Delmar Boulevard, University City, MO 63130 (the “Property”). Mehlmann is requesting that the City of University City vacate the right-of-way alley along the western boundary of the Property.

As an adjoining property owner to the right-of-way alley, the vacation process provides you with the option of obtaining a portion of the alley. Your opinion as to the vacation of the right-of-way, and as to whether you wish to obtain a portion of the alley is requested by the City of University City as part of the application process. If the box below is checked as supporting the proposed vacation/abandonment of the alley, you are also giving your consent and acknowledgement that certain utility easements may continue to exist within the alley despite the vacation/abandonment of the alley, or a reservation for such utility easements may be made by the City.

Please check the appropriate box below. Additional space has been provided for any comments you may have. **Please complete the information below, sign and date, and return a copy to the address listed above.**

- I support the proposed vacation/abandonment described above, and DO NOT wish to obtain a portion of the alley
- I support the proposed vacation/abandonment described above, and DO wish to obtain a portion of the alley.
- I object to the proposed vacation/abandonment described above.

COMMENTS:

	THOMAS M. LEE	7/20/16
(Signature)	(Print Name)	(Date)
	Me Young Lee	7/20/16
(Signature)	(Print Name)	(Date)

Please contact me if you need anything further.

Very truly yours,



David F. Neiers

DFN/bam
Enclosure

cc: Mark S. Mehlman

David F. Neiers
Shareholder

120 S. Central Avenue, Suite 1420
St. Louis, MO 63105
Tel: 314.425.4950
Fax: 314.725.5754
dneiers@sandbergphoenix.com
www.sandbergphoenix.com

July 20, 2016

Springs Station, LLC
Attn: Preston C. Amos, Registered Agent
134 N. Meramec Avenue
St. Louis, MO 63105

Re: Vacation of Alley Right-of-Way – 7634 Delmar Boulevard

Dear Mr. Amos:

This firm represents Mehlman Homes Realty, LLC (“Mehlman”), the contract purchaser of the property located at 7634 Delmar Boulevard, University City, MO 63130 (the “Property”). Mehlmann is requesting that the City of University City vacate the right-of-way alley along the western boundary of the Property.

As an adjoining property owner to the right-of-way alley, the vacation process provides you with the option of obtaining a portion of the alley. Your opinion as to the vacation of the right-of-way, and as to whether you wish to obtain a portion of the alley is requested by the City of University City as part of the application process. If the box below is checked as supporting the proposed vacation/abandonment of the alley, you are also giving your consent and acknowledgement that certain utility easements may continue to exist within the alley despite the vacation/abandonment of the alley, or a reservation for such utility easements may be made by the City.

Please check the appropriate box below. Additional space has been provided for any comments you may have. **Please complete the information below, sign and date, and return a copy to the address listed above.**

- I support the proposed vacation/abandonment described above, and DO NOT wish to obtain a portion of the alley
- I support the proposed vacation/abandonment described above, and DO wish to obtain a portion of the alley.
- I object to the proposed vacation/abandonment described above.

COMMENTS:

M. Carolyn Amos / M. CAROLYN AMOS, / 7-25-2016
(Signature) (Print Name) MANAGER (Date)

_____/_____/_____
(Signature) (Print Name) (Date)

Please contact me if you need anything further.

Very truly yours,



David F. Neiers

DFN/bam
Enclosure

cc: Mark S. Mehlman

August 9, 2016

Zach Greatens
6801 Delmar Boulevard
University City, MO 63130

RE: Proposed vacation of public alley adjacent to property at 555 N. Central Avenue and
7634 Delmar Boulevard

Dear Mr. Greatens,

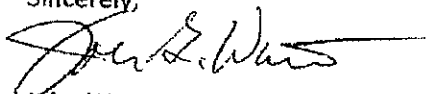
Please be advised I am aware of the request to vacate the public alley adjacent to the western boundary of the property at 7634 Delmar Boulevard, and also a portion of which is adjacent to the property I own at 555 N. Central Avenue. I understand that as part of the vacation process, the City of University City has requested in writing acknowledgement from property owners adjoining the alley of the request, their support or opposition to the request, and whether or not those property owners wish to obtain a portion of the alley. My position on the matter stated above is as follows:

I do not object to the proposed alley vacation and I do not wish to acquire the portion of the alley that is adjacent to my property at 555 N. Central Avenue.

On a related matter, please note that I have some concerns about the proposed development at 7634 Delmar Boulevard and the abutting property to its east (565 N. Central Avenue). I am requesting that the developer install a fence along the shared property line between the proposed development and my property at 555 N. Central Avenue. This is to address safety concerns resulting from the proposed retaining wall to be constructed north of the property line, along the proposed driveway and parking area of the proposed development. I am requesting said fence to be an ornamental steel fence that will be durable so as not to become a nuisance or property maintenance issue in the future. I would like the fence to extend along the shared property line from the westernmost point to the front building setback line of the proposed development (20 feet from the N. Central Avenue right-of-way).

Please let me know if you have any questions.

Sincerely,



John Waters
555 N. Central Avenue

CC: Mark Mehlman
David Neiers

EXHIBIT D
RESPONSIVE LETTERS FROM UTILITY COMPANIES



Laclede Gas Company
700 Market St.
St. Louis, MO 63101

LacledeGas.com

July 18, 2016

Eric Kirby
VOLZ
10849 Indian Head Industrial Blvd.
St. Louis, MO 63132

**Re: Alley Vacation – 15' wide alley West of 7634 Delmar Blvd.
Volz Project No. 20973-0
Laclede File 146-23**

Laclede Gas Company has no facilities within the portion of the 15' wide alley proposed to be vacated. Therefore Laclede Gas Company has no objection to this proposed alley vacation.

If you have any questions, please contact me at (314) 349-2963 or robby.shackles@spireenergy.com

Sincerely,

A handwritten signature in black ink that reads "Robby Shackles". The signature is written in a cursive, flowing style.

Robby Shackles
Construction Services

RDS/



Right of Way
909 Chestnut, Rm 9-X-04
St. Louis, MO 63101
314-206-2717

August 11, 2016

Volz incorporated
Attn: Eric J. Kirby, P.L.S.
10849 Indian Head Industrial Blvd.
St. Louis, MO 63132

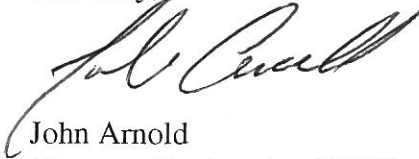
RE: Alley Vacation – 15' wide alley West of 7634 Delmar Blvd.

Dear Mr. Kirby,

After a review of our records, Southwestern Bell Telephone Company (d/b/a AT&T Missouri), can only concur with your request **if** an easement to SWBT and/or utilities is reserved covering the entire area. AT&T has aerial as well as buried facilities within the requested easement vacation area. This easement must be reserved for continued maintenance and/or replacement of our facilities. AT&T must be able to gain access to this area at all times. This concurrence in no way surrenders or vacates any easement rights of Southwestern Bell Telephone Company (d/b/a AT&T Missouri), within the vacated right-of-way. Please send a copy of the Ordinance *when* available.

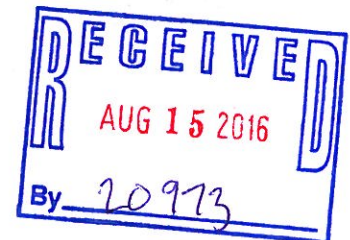
If full vacation of our easement rights were to be granted, AT&T will require the relocation of our facilities at your expense using the standard CWOTS billing program. To arrange for the relocation or if you should have any questions, please contact Terry Harrison on 636.402.7072 or via email at terry.harrison@att.com.

Sincerely,



John Arnold
Manager-Engineering ROW

Enclosure



September 12, 2016

M-2-16



**Metropolitan
St. Louis Sewer
District**

2350 Market Street
St. Louis, MO 63103-2555
(314) 768-6200

July 18, 2016

Eric Kirby
Volz Incorporated
10849 Indian Head Industrial Blvd
St. Louis, MO 63132

Re: Alley Vacation: Alley west of 7634 Delmar Blvd. in University City, St. Louis
County, Missouri.
MSD Ref. No. P-0030912-00

Dear Sir:

I refer to your request letter dated July 11, 2016 regarding the above subject.

The Metropolitan St. Louis Sewer District has public sewers in the proposed vacated area described above and as shown hachured on the attached Exhibit "B" in the 15' wide North-South Alley right-of-way west of 7634 Delmar Blvd. in University City, St. Louis County, Missouri.

The District has no objection to this right-of-way vacation, as long as MSD's easement rights are reserved over the right-of-way area.

Future encroachments should not be created on or over MSD's sewers or easements.

If you should have any questions, please contact me.

Sincerely,

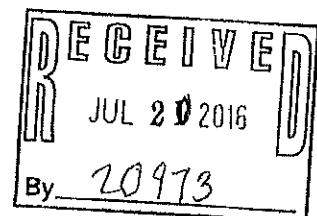
Mike Patel, P.E.
Senior Engineer
Engineering / Design – Development Review

Attachment

cc: John Alexander
Jeff Hennigh
File

Ref: vacation street 16-07-alley west of 7634 delmar blvd in u-city

Page 1 of 1



Eric Kirby

From: Gerrein, Steve J <Steve.Gerrein@charter.com>
Sent: Wednesday, August 10, 2016 4:19 PM
To: Eric Kirby
Cc: Ward, Lisa M
Subject: RE: Conflict - Request to Vacate Easement 15' Wide Alley West of Delmar

Eric,
I think that would work out fine. We have done this numerous times. We want to avoid moving cable around when we can. It can be very expensive for all parties involved. Thanks,

Steve Gerrein
Construction Coordinator
"World's oldest coordinator in St. Louis County"
636-387-6641

815 Charter Commons Drive | Town and Country, Missouri 63017

-----Original Message-----

From: Eric Kirby [mailto:ekirby@volzinc.com]
Sent: Wednesday, August 10, 2016 3:31 PM
To: Gerrein, Steve J <Steve.Gerrein@charter.com>
Subject: FW: Conflict - Request to Vacate Easement 15' Wide Alley West of Delmar

Steve,

Would charter object to the vacation if we had the city reserve a 15' wide easement over the alley to cover the existing facilities?

Eric Kirby, P.L.S.
Professional Land Surveyor
Volz Engineering
10849 Indian Head Industrial Blvd.
St. Louis, MO 63132
ekirby@volzinc.com <mailto:ekirby@volzinc.com> ph. 314-890-1219 fax 314-890-1250 www.volzinc.com
<<http://www.volzinc.com/>> <?xml:namespace prefix = o ns = "urn:schemas-microsoft-com:office:office" />

This email may contain confidential information. If you are not the intended recipient of this message, please disregard its contents, and destroy the message, along with any attachments. We also ask you notify the sender if you have received this message in error.

-----Original Message-----

From: Ward, Lisa M [mailto:Lisa.Ward@charter.com]
Sent: Wednesday, August 10, 2016 11:47 AM
To: Eric Kirby <ekirby@volzinc.com>
Subject: Conflict - Request to Vacate Easement 15' Wide Alley West of Delmar

Lisa M. Ward
Technical Clerk Sr
Charter Construction
636-387-6633



Date: July 27, 2016

To: Eric Kirby
Volz, Inc.
10849 Indian Head Industrial Blvd
St. Louis, MO 63132

Re: REQUEST TO VACATE EASEMENT 15' WIDE ALLEY WEST OF DELMAR BLVD

Dear Mr. Kirby,

We have reviewed the plans concerning the project referenced above and have attached a map of our facilities in the area. Please refer to this map which identifies conflicting aerial facilities. If you have any questions or concerns regarding your project and our facilities please contact Steve Gerrein at 636-387-6641.

At this time I am requesting any pertinent project plans for all utilities involved and would also request that:

- We be included in any project correspondence, meetings and distributions related to utilities associated with this project
- We receive notification indicating the date at which we can begin our construction efforts, and that this notification be 30 days in advance
- That any requests or inquires be sent via email to lisa.ward@charter.com and COPY mapping-design@charter.com

Upon receipt of additional project information a plan of adjustment will be constructed including reimbursement costs as applicable. The Charter team looks forward to working with you towards a successful project completion.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Sturk', written over a horizontal line.

Richard Sturk
Director of Field Engineering
Charter Spectrum Communications

RS



 Charter COMMUNICATIONS A VIRES WORLD COMPANY		DATE: 11/14/15 TIME: 10:00 AM PROJECT: 15-001-001 SHEET: 15-001-001-001
		SCALE: 1" = 40' NORTH:
SYMBOLS (List of symbols for utility lines and equipment)		
NOTES (List of technical notes)		
REVISIONS (Revision table)		

INTRODUCED BY: _____

DATE: September 12, 2016

BILL NO. **9292**

ORDINANCE NO. _____

AN ORDINANCE VACATING AND SURRENDERING FIFTEEN FEET WIDE NORTH/SOUTH PUBLIC ALLEY RIGHT-OF-WAY LOCATED ON THE SOUTH SIDE OF DELMAR BOULEVARD AND ADJACENT TO THE WEST BOUNDARY OF LOT 17 OF BLOCK 4 OF DELMAR HEIGHTS SUBDIVISION AND ADJACENT TO THE EAST BOUNDARY OF LOTS 14, 15, AND 16 OF BLOCK 4 OF DELMAR HEIGHTS SUBDIVISION; RESERVING ANY PUBLIC EASEMENTS, AND DIRECTING THAT THIS ORDINANCE BE RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF ST. LOUIS COUNTY, MISSOURI.

WHEREAS, the above said north-south public alley right-of-way is in the City of University City, in St. Louis County, Missouri; and

WHEREAS, due notice of a public hearing to be held by the City Council of the City of University City at City Hall on September 12, 2016, at 6:30 p.m., to hear any comments concerning the proposed vacation of above-said north/south public alley right-of-way was duly published in the St. Louis Countian, a newspaper of general circulation within said City, on August 28, 2016; and

WHEREAS, said public hearing was held at the time and place specified in said notice, and all comments concerning the vacation of the above-said north/south public alley right-of-way was duly heard and considered by the City Council.

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

Section 1. The 15-foot wide by 150-foot long portion of said north/south public alley right-of-way is located on the south side of Delmar Boulevard and surrounded by the properties at 7640 Delmar Boulevard, 7634 Delmar Boulevard, 555 N. Central Avenue, and 550 North and South Road and located within the City of University City in St. Louis County, Missouri, and all of the City of University City's right, title and interest therein hereby vacated, surrendered and quitclaimed, reserving, however, all public utility easements. The above-said public alley right-of-way being vacated is more specifically described as follows:

A tract of land being the 15 foot wide North-South Alley in Block 4 of "Delmar Heights", a subdivision according to the plat thereof recorded in Plat Book 14 pages 34 and 35 of the St. Louis County Records, in U.S. Survey 2033, Township 45 North - Range 6 East, University City, St. Louis County, Missouri and being more particularly described as follows: Beginning at the intersection of the East line of said 15 foot wide North-South Alley with the South line of Delmar Boulevard, 80 feet wide; thence Southwardly along the East line of said alley, South 06 degrees 57 minutes 23 seconds West 130.00 feet and South 38 degrees 01 minutes 19 seconds East 7.07 feet to the West line of a 15 foot wide East-West Alley, vacated according to instrument recorded in Book 7017 page 1570 of the St. Louis County Records;

thence Southwardly along the West line of said vacated alley, South 06 degrees 57 minutes 23 seconds West 15.00 feet to the North line of Lot 13, in said Block 4 of "Delmar Heights"; thence Westwardly along said North line, North 83 degrees 00 minutes 00 seconds West 20.00 feet to the West line of said 15 foot wide North-South Alley; thence Northwardly along said West line North 06 degrees 57 minutes 23 seconds East 150.00 feet to said South line of Delmar Boulevard, 80 feet wide; thence Eastwardly along said South line North 83 degrees 00 minute 00 second West 15.00 feet to the point of beginning and containing 2,337 square feet according to calculations by Volz Inc. during July, 2016.

Section 2. The City Clerk is hereby directed to have this ordinance recorded in the office of the Recorder of Deeds of St. Louis County, Missouri

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

PASSED this _____ day of _____, _____.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Council Agenda Item Cover

MEETING DATE: September 12, 2016

AGENDA ITEM TITLE: Text Amendment to Section 400.1740 in Article 6 of the University City Zoning Code (expansion of the Civic Complex Historic District)

AGENDA SECTION: New Business

COUNCIL ACTION: Passage of Ordinance required for Approval

CAN THIS ITEM BE RESCHEDULED? : No

BACKGROUND REVIEW: Attached are the documents for the above-referenced Text Amendment to the University City Zoning Code.

The proposed text amendment would revise the Civic Complex Historic District (a locally designated historic district) by expanding the district boundary to include the Old University City Public Library building located at 630 Trinity Avenue. The proposed Text Amendment would also add a reference to the book "*The University City Civic Plaza: A Brief History of Its Planning and Architecture*" published by the Historical Society of University City in 1995, for historical significance purposes.

The Historic Preservation Commission reviewed the proposed Text Amendment at their June 16 meeting and recommended approval.

The Plan Commission considered the matter at their July 27 meeting and recommended approval of the proposed Text Amendment by a vote of 5 to 0 (one abstention).

This agenda item requires a public hearing at the City Council level and passage of an ordinance. The public hearing and first reading should take place on September 12, 2016. The second and third readings and passage of the ordinance could occur at the subsequent September 26, 2016 meeting.

Attachments:

- 1: Transmittal Letter from Plan Commission
- 2: Material for July 27, 2016 Plan Commission meeting
- 3: Draft Ordinance

RECOMMENDATION: Approval

ATTACHMENT 1:
Transmittal Letter from Plan Commission



Plan Commission

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

August 23, 2016

Ms. Joyce Pumm, City Clerk
City of University City
6801 Delmar Boulevard
University City, MO 63130

RE: Zoning Text Amendment –
Expansion of Civic Complex Historic District boundary

Dear Ms. Pumm,

At its regular meeting on July 27, 2016 at 6:30 pm in the Heman Park Community Center, 975 Pennsylvania Avenue, the Plan Commission considered a Zoning Text Amendment to the Civic Complex Historic District, expanding the district boundary to include the Old University City Library building at 630 Trinity Avenue.

By a vote of 5 to 0 (one abstention), the Plan Commission recommended approval of the proposed Amendment.

Sincerely,

Linda Locke, Chairperson
University City Plan Commission

ATTACHMENT 2:
Material for July 27, 2016 Plan Commission meeting



Department of Community Development

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

MEMORANDUM

TO: Plan Commission members

FROM: Zach Greatens, Planner

DATE: July 21, 2016

SUBJECT: July 27, 2016 Plan Commission meeting – Proposed Text Amendment (PC 16-03) related to the Civic Complex Historic District in Article 6 of the University City Zoning Code

Article 6 of the University City Zoning Code sets forth regulations and standards for Historic Landmarks and Districts within University City. One of the Historic Districts established in Article 6 of the Zoning Code is the Civic Complex Historic District, which includes several buildings and structures near the intersection of Delmar Boulevard and Trinity Avenue, and often referred to as the Civic Plaza (see map in Attachment “A”). This district does not currently include the Old University City Library building at 630 Trinity Avenue.

With the recent approval of Proposition H by University City voters, related to the preservation of certain City-owned historic buildings and structures including the Old University City Library, the Historic Preservation Commission (HPC) recently requested that staff prepare and initiate a Zoning Text Amendment to expand the Civic Complex Historic District boundaries to include the building. The proposed boundary expansion is shown on the map in Attachment “A”. For background information on the Old University City Library building, please see Attachment “B”.

Zoning Code Text Amendments that impact Historic Districts require a recommendation from the HPC as part of the review process. At their June 16, 2016 meeting, the HPC recommended approval of such Zoning Text Amendment (see Attachment “C”) which consists of the addition of the name of the building, a revision to the description of the district boundary to include the building, and includes an additional paragraph for reference to a book for historical significance (*“The University City Civic Plaza: A Brief History of Its Planning and Architecture”* published by the Historical Society of University City in 1995). The Zoning Text Amendment as recommended by HPC is included in Attachment “D”.

At their meeting on July 12, 2016, the Code Review Committee (CRC) recommended approval of the Text Amendment. The Plan commission is requested to consider the proposal and make a recommendation to the City Council. A formal public hearing would be held at the City Council level.



Legend

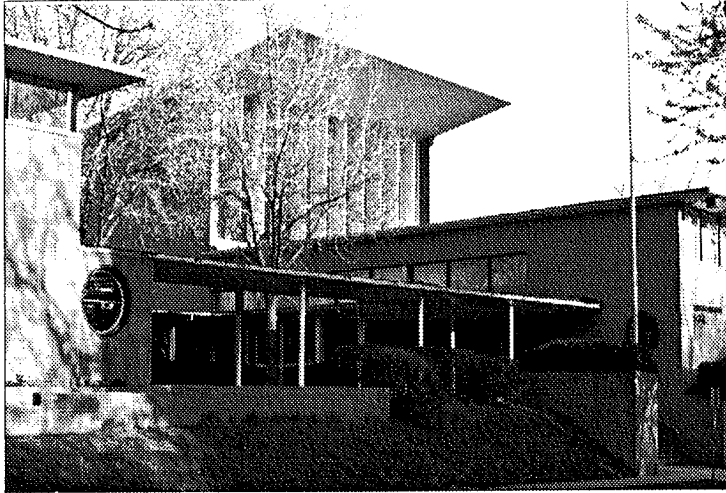
- Civic Complex Historic District Boundary
- Parcel Boundary
- Proposed Historic District Boundary Expansion



Source: Excerpt from book - "University City Landmarks and Historic Places"
Published in 1997.

University City Plaza

m. Center of Contemporary Arts (COCA), 524 Trinity Avenue (1945-1950, Eric Mendelsohn, architect)



The former B'nai Amoona Synagogue, was built by a Conservative congregation organized in St. Louis in the 1880s. It is a bold modern building both in planning and form, the first American work of architect Eric Mendelsohn, who fled the Nazis and came to this country in 1941. The entry courtyard and flexible plan, with movable walls in the interior, and the sweeping, cantilevered roof are strong design features. After B'nai Amoona moved from University City in 1985, the building was converted to a facility for the arts, the Center of Contemporary Arts, or COCA.

n. University City Public Library, 6701 Delmar Boulevard (1969, Smith & Entzeroth, archts)

The campus of E. G. Lewis's People's University was planned to extend from the Art Academy (see Lewis Center) to the corner of Delmar and Kingsland. The construction of Delmar-Harvard School in 1913 and 1920, and of the University City Public Library, completed in 1969, fulfilled the Lewis plan to dedicate this corner to educational purposes. Although the building has only two stories, its elements are large in scale and its character and use fulfill Lewis's intentions for the plaza.



2. Bais Abraham Synagogue

6910 Delmar Boulevard (1927, Lee & Rush, architects)

Outside the designated historic district but related to it in its institutional use, this buff colored brick Gothic Revival building was constructed for the University Church of Christ. In 1936, it was purchased by Tpheris Israel Congregation, which had been worshipping in the Loop above Talisnick's Market at Delmar and Kingsland, but had been organized in St. Louis in 1899. At this site, the congregation merged with Chevra Kadisha in 1960 and moved from University City thirteen years later. The building was sold to Bais Abraham, an Orthodox congregation founded in 1894.

→ 3. Old University City Library

630 Trinity (1938-39, Klipstein & Rathmann, architects)

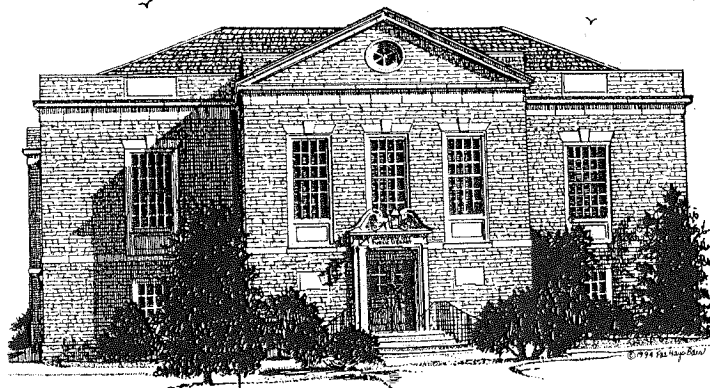
A 1938 Public Works Administration grant and a municipal bond issue funded University City's first public library building. The Georgian Revival style building, twice remodeled and enlarged, served the city until 1969 when the new library was built. It is now used by the University City Residential Service, Ochs Senior Center and other community offices. The building is outside the Civic Plaza Historic District but is related to it architecturally and historically.

Source: Excerpt from book - "The University City Civic Plaza: A Brief History of Its Planning and Architecture"
Published in 1995.

630 Trinity

Old University City Public Library, 1938-39

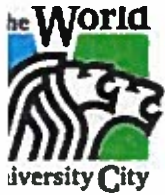
Klipstein & Rathmann, architects



The original University City Library was a New Deal project and an example of the city's commitment to learning. The Public Works Administration (PWA) provided a grant of \$32,580 in 1938, intended to cover 45% of the projected cost of a new building; the local match was provided by a voter-approved municipal bond issue of \$39,000. The building at 630 Trinity was completed in 1939 to designs of Klipstein & Rathmann.

Ernest Klipstein (1866-1931) had formed a partnership with Walter Lincoln Rathmann (1880-1954) in 1908. They were best known for their work for Anheuser-Busch, including the Bevo Mill on Gravois and the Bauernhof at Grant's Farm. Their Civil Courts Building at Market & Tucker became the focus of St. Louis's own Civic Plaza. After Klipstein's death and the onset of the Depression, Rathmann focused on public work, including the new St. Louis Post Office at 18th and Market. His design here, with its dominant front door under a central pediment, is reminiscent of his own house at 6400 Cecil in Clayton.

The old library building was twice remodeled and enlarged over the years. When the new public library opened at 6701 Delmar in 1970, this one was used for municipal offices and community services. The University City Residential Service, a non-profit organization incorporated in 1967, has been at this location since 1973. It provides free information to the public on all available housing in the city and has been credited with playing a valuable role in the successful integration of the city.



ATTACHMENT "C"

Historic Preservation Commission

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

July 20, 2016

University City Plan Commission

RE: Zoning Text Amendment to include Old University City Library building (630 Trinity Avenue) in Civic Complex Historic District

Dear Plan Commission members,

At its regular meeting on June 16, 2016, the Historic Preservation Commission considered a Zoning Text Amendment proposal to expand the boundaries of the Civic Complex Historic District to include the Old University City Library building located at 630 Trinity Avenue. By a vote of 4 to 0, the Historic Preservation Commission recommended approval of the Text Amendment.

Sincerely,

Donna Marin, Chairperson
University City Historic Preservation Commission

ATTACHMENT "D"

Proposed Text Amendments – Civic Complex Historic District

Proposed additions are shown as blue/underlined, proposed deletions are shown as ~~red/strikethrough~~.

Chapter 400. Zoning Code

ARTICLE VI. Historic Landmarks and Districts

Division 7. University City Civic Complex Historic District

Section 400.1740. Historic District Established.

A. There is established the University City Civic Complex Historic District, which includes the Magazine Executive Building (City Hall with its Annex), the Lion Gate Entrance Pylons, the Anchor Masonic Temple (Childgrove School), First Church of Christ Scientist (Assumption Greek Orthodox Church), University Methodist Church, Temple Shaare Emeth (St. Louis Conservatory for the Arts), B'Nai Amoona Synagogue, Castlereagh Apartments, the United States Post Office — University City Branch, the University City Public Library, the Delmar Gardens Building, the Delmar and Harvard Building of Delmar-Harvard Schools, ~~and~~ the Art Institute of the Peoples University (Ward Building), and the Old University City Library, the boundaries of which are as follows:

Beginning at a point being the southwest corner of Lot 21, Block 5 of University Heights Number One Subdivision; thence southwardly along the extension of the west line of said Lot 21 a distance of 40.00 feet to a point, being the intersection of the extension and the centerline of Delmar Boulevard; thence eastwardly along the centerline of Delmar Boulevard a distance of 126.92 feet to a point, being the intersection of said centerline and the extension of the east line of part of Lot 7, Block 2 of University Heights Amended Number Two Subdivision; thence southwardly across Delmar Boulevard and along the east line of said Lot 7 a distance of 232.08 feet to a point, being the north line of Lot 18, Block 2 of University Heights Amended Number Two Subdivision; thence westwardly along north line of said Lot 18 a distance of 10.00 feet to a point, being the east line of Lot 17; thence southwardly along said line of Lot 17 a distance of 229.58 feet to a point, being the intersection of the extension of said line of Lot 17 and the centerline of Washington Avenue; thence eastwardly along said centerline a distance of 146.08 feet to a point, being the intersection of the centerlines of Washington Avenue and Trinity Avenue; thence southwardly along said centerline of Trinity Avenue a distance of 245.00 feet to a point, being the intersection of the centerlines of Trinity Avenue and the alley that runs behind Lots 1 through 11, Block 3 of Rosedale Heights Subdivision; thence eastwardly along the centerline of said alley a distance of 358.00 feet to a point, being the intersection of the centerline of the alley and the extension of the east line of Lot 5, Block 3 of Rosedale Heights Subdivision; thence northwardly along the east line of said Lot 5 a distance of 245.00 feet to a point, being the intersection of the extension of the east line of Lot 5 and the centerline of Washington Avenue; thence eastwardly along the centerline of Washington Avenue for a distance of 100.00 feet to a point, being the intersection of the centerline of Washington Avenue and the extension of the east line of Lot 20, Block 1 of Rosedale Heights Subdivision; thence northwardly along said extension of the east line of Lot 20 for a distance of 187.50 feet to a point, being the northwest corner of Lot 21 of

Rosedale Heights Subdivision; thence eastwardly along the extension of the north line of said Lot 21 and Lot 22 of Rosedale Heights Subdivision, a distance of 130.00 feet to a point being the intersection of said extension and the centerline of Kingsland Avenue; thence northwardly along the centerline of Kingsland Avenue a distance of 57.50 feet more or less to a point, being the intersection of the centerline of Kingsland Avenue and the Loop South; thence eastwardly along said centerline of Loop South for a distance of 105.00 feet, more or less, to a point being the intersection of said centerline and the extension of the centerline of Kingsland Avenue, north of Delmar; thence northwardly along said extension a distance of 211.83 feet to a point, being the intersection of the extension and the centerline of Delmar Boulevard; thence eastwardly along the centerline of Delmar Boulevard a distance of 135.00 feet to a point being the intersection of the centerline of Delmar Boulevard and the extension of the east line of Lot 4 Block E of Delmar Gardens Subdivision; thence northwardly from said point a distance of 177.50 feet to a point, being the intersection of the extension of the east line of Lot 4 and centerline of Enright Avenue; thence westwardly along the centerline of Enright Avenue for a distance of 135.00 feet to a point, being the intersection of the centerlines of Enright Avenue and Kingsland Avenue; thence northwardly along the centerline of Kingsland Avenue for a distance of 856.00 feet, more or less, to a point; thence westwardly a distance of 220.00 feet, more or less, to a point, being the eastern line of Lots 3, 4, 5 and 6, Block 2 of University Heights Number One Subdivision; thence southwardly along said eastern line a distance of 213.00 feet to a point, being the southeast corner of Lot 3 Block 2 of University Heights Number One Subdivision; thence in a westwardly direction along the south line of Lot 3 a distance of 138.19 feet to a point, being the east line of Harvard Avenue; thence southwestwardly along the east line of Harvard Avenue a distance of 272.50 feet, more or less, to a point; thence southwardly along a line running parallel to the centerline of Kingsland Avenue a distance of ~~340.00~~ 210.00 feet to a point; thence westwardly along a line perpendicular to the centerline of Kingsland Avenue a distance of ~~205.00~~ 155.00 feet, more or less, to a point, being the east line of Harvard Avenue; thence southwardly along the east line of Harvard Avenue a distance of 100.00 feet, to a point; thence westwardly along a line perpendicular to the centerline of Kingsland Avenue a distance of 55.00 feet, to a point, being the extension of the east line of Lots 1 and 2 of Block 5 of University Heights Number One Subdivision; thence southwardly along this line a distance of 190.00 feet, more or less, to a point, being the southeast corner of Lot 2 Block 5 of University Heights Number One Subdivision; thence southwestwardly along the southeastern line of Lot 2 for a distance of 46.50 feet to a point being the northwest corner of Lot 1, Block 5 of University Heights Number One Subdivision; thence westwardly along the north line of Lots 21 and 22, Block 5 of University Heights Number One Subdivision, a distance of 230.16 feet to a point, being the eastern line of Lot 20, Block 5 of University Heights Number One Subdivision; thence southwardly along said eastern line a distance of 213.00 feet to the point of beginning.

B. The statement of significance appearing in the City Hall Plaza Historic District Nomination to the National Register of Historic Places accepted by the United States Department of Interior in April 1975 is by reference made a part hereof.

C. The historical significance appearing in the book "The University City Civic Plaza: A Brief History of Its Planning and Architecture" published by The Historical Society of University City in 1995 is by reference made a part hereof.

ATTACHMENT 3:
Draft Ordinance

INTRODUCED BY: _____

DATE: September 12, 2016

BILL NO. **9293**

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 400 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, RELATING TO ZONING, BY AMENDING SECTION 400.1740; THEREOF, RELATING TO THE CIVIC COMPLEX HISTORIC DISTRICT; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY.

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

WHEREAS, Chapter 400 of the Municipal Code of the City of University City, Missouri divides the City into several zoning districts and regulates the uses on which the premises located therein may be put; and

WHEREAS, said Chapter 400 also establishes several historic districts, their boundaries, regulations, and standards for development; and

WHEREAS, the Historic Preservation Commission in a meeting held at the Heman Park Community Center located at 975 Pennsylvania Avenue, University City, Missouri on June 16, 2016 at 6:30 pm recommended amendment of Section 400.1740 of said Code; and

WHEREAS, the City Plan Commission in a meeting held at the Heman Park Community Center located at 975 Pennsylvania Avenue, University City, Missouri on July 27, 2016 at 6:30 pm recommended amendment of Section 400.1740, of said Code; and

WHEREAS, due notice of a public hearing to be held by the City Council in the 5th Floor City Council Chambers at City Hall at 6:30 pm, September 12, 2016, was duly published in the St. Louis Countian, a newspaper of general circulation within said City on August 28, 2016; and

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

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

Section 1. Chapter 400 of the Municipal Code of the City of University City, Missouri, relating to zoning, is hereby amended, by amending the following Section and relating to the description thereafter 400.1740 – establishment of Civic Complex Historic District including buildings and structures included and description of boundary; and as so amended shall read as follows (where applicable, bolded text is added text and stricken text is removed):

ARTICLE VI. Historic Landmarks and Districts

Division 7. University City Civic Complex Historic District
Section 400.1740. Historic District Established.

A. There is established the University City Civic Complex Historic District, which includes the Magazine Executive Building (City Hall with its Annex), the Lion Gate Entrance Pylons, the Anchor Masonic Temple (Childgrove School), First Church of Christ Scientist (Assumption Greek Orthodox Church), University Methodist Church, Temple Shaare Emeth (St. Louis Conservatory for the Arts), B'Nai Amoona Synagogue, Castlereagh Apartments, the United States Post Office — University City Branch, the University City Public Library, the Delmar Gardens Building, the Delmar and Harvard Building of Delmar-Harvard Schools, ~~and~~ the Art Institute of the Peoples University (Ward Building), **and the Old University City Library**, the boundaries of which are as follows:

Beginning at a point being the southwest corner of Lot 21, Block 5 of University Heights Number One Subdivision; thence southwardly along the extension of the west line of said Lot 21 a distance of 40.00 feet to a point, being the intersection of the extension and the centerline of Delmar Boulevard; thence eastwardly along the centerline of Delmar Boulevard a distance of 126.92 feet to a point, being the intersection of said centerline and the extension of the east line of part of Lot 7, Block 2 of University Heights Amended Number Two Subdivision; thence southwardly across Delmar Boulevard and along the east line of said Lot 7 a distance of 232.08 feet to a point, being the north line of Lot 18, Block 2 of University Heights Amended Number Two Subdivision; thence westwardly along north line of said Lot 18 a distance of 10.00 feet to a point, being the east line of Lot 17; thence southwardly along said line of Lot 17 a distance of 229.58 feet to a point, being the intersection of the extension of said line of Lot 17 and the centerline of Washington Avenue; thence eastwardly along said centerline a distance of 146.08 feet to a point, being the intersection of the centerlines of Washington Avenue and Trinity Avenue; thence southwardly along said centerline of Trinity Avenue a distance of 245.00 feet to a point, being the intersection of the centerlines of Trinity Avenue and the alley that runs behind Lots 1 through 11, Block 3 of Rosedale Heights Subdivision; thence eastwardly along the centerline of said alley a distance of 358.00 feet to a point, being the intersection of the centerline of the alley and the extension of the east line of Lot 5, Block 3 of Rosedale Heights Subdivision; thence northwardly along the east line of said Lot 5 a distance of 245.00 feet to a point, being the intersection of the extension of the east line of Lot 5 and the centerline of Washington Avenue; thence eastwardly along the centerline of Washington Avenue for a distance of 100.00 feet to a point, being the intersection of the centerline of Washington Avenue and the extension of the east line of Lot 20, Block 1 of Rosedale Heights Subdivision; thence northwardly along said extension of the east line of Lot 20 for a distance of 187.50 feet to a point, being the northwest corner of Lot 21 of Rosedale Heights Subdivision; thence eastwardly along the extension of the north line of said Lot 21 and Lot 22 of Rosedale Heights Subdivision, a distance of 130.00 feet to a point being the intersection of said extension and the centerline of Kingsland Avenue; thence northwardly along the centerline of Kingsland Avenue a distance of 57.50 feet more or less to a point, being the intersection of the centerline of Kingsland Avenue and the Loop South; thence eastwardly along said centerline of Loop South for a distance of 105.00 feet, more or less, to a point being the intersection of said centerline and the extension of the centerline of Kingsland Avenue, north of Delmar; thence northwardly along said extension a distance of 211.83 feet to a point, being the intersection of the extension and the centerline of Delmar Boulevard; thence eastwardly along the centerline of Delmar Boulevard a distance of

135.00 feet to a point being the intersection of the centerline of Delmar Boulevard and the extension of the east line of Lot 4 Block E of Delmar Gardens Subdivision; thence northwardly from said point a distance of 177.50 feet to a point, being the intersection of the extension of the east line of Lot 4 and centerline of Enright Avenue; thence westwardly along the centerline of Enright Avenue for a distance of 135.00 feet to a point, being the intersection of the centerlines of Enright Avenue and Kingsland Avenue; thence northwardly along the centerline of Kingsland Avenue for a distance of 856.00 feet, more or less, to a point; thence westwardly a distance of 220.00 feet, more or less, to a point, being the eastern line of Lots 3, 4, 5 and 6, Block 2 of University Heights Number One Subdivision; thence southwardly along said eastern line a distance of 213.00 feet to a point, being the southeast corner of Lot 3 Block 2 of University Heights Number One Subdivision; thence in a westwardly direction along the south line of Lot 3 a distance of 138.19 feet to a point, being the east line of Harvard Avenue; thence southwestwardly along the east line of Harvard Avenue a distance of 272.50 feet, more or less, to a point; thence southwardly along a line running parallel to the centerline of Kingsland Avenue a distance of ~~310.00~~**210.00** feet to a point; thence westwardly along a line perpendicular to the centerline of Kingsland Avenue a distance of ~~205.00~~**155.00** feet, more or less, to a point, **being the east line of Harvard Avenue; thence southwardly along the east line of Harvard Avenue a distance of 100.00 feet, to a point; thence westwardly along a line perpendicular to the centerline of Kingsland Avenue a distance of 55.00 feet, to a point,** being the extension of the east line of Lots 1 and 2 of Block 5 of University Heights Number One Subdivision; thence southwardly along this line a distance of 190.00 feet, more or less, to a point, being the southeast corner of Lot 2 Block 5 of University Heights Number One Subdivision; thence southwestwardly along the southeastern line of Lot 2 for a distance of 46.50 feet to a point being the northwest corner of Lot 1, Block 5 of University Heights Number One Subdivision; thence westwardly along the north line of Lots 21 and 22, Block 5 of University Heights Number One Subdivision, a distance of 230.16 feet to a point, being the eastern line of Lot 20, Block 5 of University Heights Number One Subdivision; thence southwardly along said eastern line a distance of 213.00 feet to the point of beginning.

B. The statement of significance appearing in the City Hall Plaza Historic District Nomination to the National Register of Historic Places accepted by the United States Department of Interior in April 1975 is by reference made a part hereof.

C. The historical significance appearing in the book “The University City Civic Plaza: A Brief History of Its Planning and Architecture” published by The Historical Society of University City in 1995 is by reference made a part hereof.

Section 2. This ordinance shall not be construed to so as to relieve any person, firm or corporation from any penalty heretofore incurred by the violation of said Sections mentioned above, nor bar the prosecution for any such violation.

Section 3. Any person, firm or corporation violating any of the provisions of this ordinance, shall upon conviction thereof, be subject to the penalty provided in Title 1 Chapter 1.12.010 of the Municipal Code of the City of University City.

Section 4. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED this _____ day of _____, _____.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

Meeting minutes of the Board of Trustees for the University City Public Library for
February 10, 2016

Members Present: Dorothy Davis, Joan Greco-Cohen, Luise Hoffman, LaTrice Johnson, Rubina Stewart-McCadney, Deborah Arbogast,

Members Absent: Edmund Acosta, Joy Lieberman, Rosalind Turner

City Council Liaison: Terry Crow

Library Staff: Patrick Wall – Director, Christa Van Herreweghe, Cynthia Scott

The meeting was called to order at 5:17pm by Dorothy Davis, Vice President

Minutes - The minutes from the January 13, 2016 meeting were approved.

Correspondence – We received a card and donation from an author’s family, a donation from the residents of 7800 block of Cornell from their annual block party, a complaint about noise in the library.

Friends’ Report – The George Hodgman event last Sunday was well attended. Pat Lorraine Simons, author of “Brothers on the Run,” will speak at the Friends annual meeting on April 7. Trivia Night will be Saturday, May 14th. Staff appreciation luncheon will be March 11th.

Council Liaison Report – The City Council meeting was uneventful. There was a reception for the new school district superintendent.

Arts & Letters – Wiley Price, reception on the 25th

Diane Davenport will receive an award next Sunday.

There was more discussion re: pension plans, comparison with other communities

Reminder of upcoming elections in April.

Librarian’s Report – Circulation statistics were reviewed. State library will be here on Feb 24th for an audit of the 1 Button Studio grant. Carpeting in the circulation desk area will be replaced soon. Patrick will be on vacation for a week starting March 12th.

Discussion Items – Strategic planning focus groups will meet on March 28, April 6, and April 20 in the auditorium at 6pm.

Budget line transfers – Motion was made, seconded, and approved to transfer funds into line 6010 for the system administrator’s salary.

A motion was made, seconded, and approved to increase line 6260 from \$38,000 to \$45,000.

Action Items

Motion was made, seconded, and approved to have Albert Arno replace the air compressor at a cost of \$5,051.00.

President’s Report – None.

Committee Reports – None. The Personnel and Policy Committee will meet after the next meeting on March 9th.

There being no further business, the meeting adjourned at 6:18pm.

Meeting minutes of the Board of Trustees for the University City Public Library for
January 13, 2016

Members Present: Edmund Acosta, Dorothy Davis, Joan Greco-Cohen, Luise Hoffman, LaTrice Johnson, Joy Lieberman, Rosalind Turner

Members Absent: Deborah Arbogast, Rubina Stewart-McCadney

City Council Liaison: absent

Library Staff: Patrick Wall – Director, Christa Van Herreweghe, Cynthia Scott

The meeting was called to order at 5:17pm by Edmund Acosta.

Minutes - The minutes from the December 9, 2015 meeting were approved.

Correspondence – We received a thank you from the Red Cross for hosting a blood drive. Several end-of-year donations were received from patrons.

Friends' Report – Bank balance has increased to \$19,126 with receipt of many membership renewals. The next Friends event will be Sunday, February 7th, when George Hodgman will be here talking about his book, "Bettyville."

Librarian's Report – A 'how to use our new catalog' class for the Board is scheduled for Friday, January 15th at 3pm.

Library Advocacy Day in Jefferson City will be Tuesday, Feb 9th. Patrick and Christa will attend, along with any board members who are interested.

Discussion Items - The second community meeting for Strategic Planning will probably be scheduled in February.

Dorothy suggested having an open house at the library to promote the "my first library card."

Action Items

A motion was made, seconded, and approved to make changes to the Library's Rules of Service for the fine-free card for children under six years old and the previously approved increase from \$5 to \$10 owed that would block a patron from library checkouts.

President's Report – None.

Committee Reports – None.

There being no further business, the meeting adjourned at 6:32pm.

Meeting minutes of the Board of Trustees for the University City Public Library for
March 9, 2016

Members Present: Edmund Acosta, Deborah Arbogast, Dorothy Davis, Joan Greco-Cohen, LaTrice Johnson, Joy Lieberman, Rosalind Turner

Members Absent: Luise Hoffman, Rubina Stewart-McCadney

City Council Liaison: Terry Crow

Library Staff: Patrick Wall – Director, Christa Van Herreweghe, Cynthia Scott

The meeting was called to order at 5:17pm by Edmund Acosta, President

Minutes - The minutes from the February 10, 2016 meeting were approved.

Correspondence – Thank you from Ready Readers. Sixty five kids have signed up for My First Library Cards. Thank you to Stephanie Jenkins for African American Read-In. Penultimate Press has invited Patrick to join their board. First check for the Summer Reading grant has been received.

Friends' Report – Their treasury balance is \$21,000+. They will present checks to the library and U City in Bloom at their annual meeting, April 7th. Trivia Night will be May 14th. Staff appreciation luncheon this Friday.

Council Liaison Report – Social House II has been the big topic of discussion. Liquor license was revoked, public hearing will be held this Friday at 2:30 in council chambers. Elections will be April 5th.

Librarian's Report – The bookfair at Barnes & Noble will be Saturday, May 7th, 11am-5pm. Patrick and Kathleen attended the Loop Special Business district meeting to promote the Summer Reading program. We will have a Remembrance Day event here on May 4th. The Marquise Knox blues band will be performing. MOREnet funding period will end in November this year. We will soon be getting a Kronos timeclock.

Discussion Items – The board is open to working with another organization on the CALOP project.

Action Items – None

President's Report – Thank you to Dorothy for filling in last month.

Committee Reports – None. The Personnel and Policy Committee will meet immediately following tonight's board meeting. Long Range Planning Committee will meet April 6th. Budget Committee needs to schedule a meeting.

There being no further business, the meeting adjourned at 6:34pm.

City of University City
Request for Qualification
Emergency Medical Services
Response Time Analysis



Submission Due Date: September 7, 2016
By 10:00 a.m.

**REQUEST FOR QUALIFICATION
EMERGENCY MEDICAL SERVICES
RESPONSE TIME ANALYSIS**

GENERAL

The City of University City (the City) is soliciting Proposals from experienced and qualified Consultants to analyze the monthly response time submittals of Gateway Ambulance.

This RFQ does not commit the City to award a contract nor to pay costs incurred by the Consultant in the preparation of a Proposal responding to this request.

Proposals shall be electronically submitted with a subject line of “EMS Response Time Analysis Proposal” to:

Lehman Walker, City Manager

lwalker@ucitymo.org

6801 Delmar Blvd.

University City, MO 63130

314.505.8534

Proposals are due by 10:00 a.m. on Wednesday, September 7, 2016. Proposals received after the submission deadline will not be accepted. Faxed proposals will not be accepted.

BACKGROUND

The City is an inner ring suburb on the western boundary of the City of St. Louis, Missouri. The City is considered a residential community with a diverse population. There are approximately 35,400 residents (U.S. Census Bureau 2010) and 18,000 housing units in the City. The population density is 6,000 inhabitants per square mile. The area of the City is approximately six (6) square miles.

The City is known for a diverse mix of retail and restaurant establishments and cultural activities. It is a regional destination in St. Louis, and is near major transportation corridors making access to City attractions convenient. Most commercial development is located along two major thoroughfares; Olive Boulevard and Delmar Boulevard.

The City has a small manufacturing base mostly related to construction materials. Major employers include: The Gatesworth, Wiese Planning & Engineering, Winco Window, Warrior Building Products, Schnuck’s, Walgreens, and the restaurants in the Loop.

The City shares essentially the same boundary as the School District of University City which maintains seven (7) schools (Pre-Kindergarten to 12) with an enrollment of over 3,200 students.

The City is home to numerous residential care and skilled nursing facilities. The largest facilities are: Gatesworth Community (residential care), McKnight Place Extended Care (skilled nursing), McKnight Place Assisted Living (residential care), and Ackert Park (skilled nursing).

DISPATCH

The City's police department hosts a primary Public Service Answering Point (PSAP) at 6801 Delmar Boulevard to which all land lines within City boundaries are directed when dialing 911. Also, all cell towers within City boundaries direct 911 traffic to the City PSAP. Computer Aided Dispatch (CAD) software is provided by Huber and Associates (using an SQL database). The city handles about 4,000 911 Emergency Medical Services (EMS) calls yearly.

EMERGENCY MEDICAL SERVICES (EMS)

The City is closing on the one year anniversary of outsourcing E911 EMS (ambulance) service to Gateway Ambulance. Prior to September 1, 2015, ambulance service in the City was provided by the City's municipal fire department via two 24/7 ambulances. The third, fourth, etc. concurrent calls for EMS were referred to the neighbor cities under a mutual aid umbrella. Gateway Ambulance posts two (2) dedicated ambulances 24/7 within the City for E911 service. For those third, fourth, etc. concurrent calls, Gateway dispatches its nearest posted ambulance in the St. Louis area. Based on the outsourcing contract Gateway provides a monthly response time report to the City Manager.

DEFINITIONS

EMS response time contains two elements:

- (1) **Turnout Time** is the time it takes ambulance techs to assemble and board the apparatus, determine travel routing, and take off.
- (2) **Travel Time** consists of the drive time to the patient location.

COMMUNICAITON

The City's first responders utilize P25 800 MHz radio communication via the St. Louis County Emergency Communications Radio Network. Gateway's dedicated University City ambulances are each equipped with a P25 800 MHz hand held unit. The dedicated Gateway ambulances are directly dispatched by University City Police Department (UCPD) dispatchers. When the third, fourth, etc. ambulance is required UCPD dispatchers call Gateway dispatch with Gateway then controlling ambulance selection and notification.

ASSUMPTIONS

Make no assumptions regarding the quality and accuracy of any data provided for this work effort. Use investigative tools/analysis to make that determination.

P25 radio recordings may be available. That will be determined on an as needed basis.

DELIVERABLES

Address the question:

Are the monthly response time submittals of Gateway Ambulance accurate?

Include all data and access that you require to implement your plan.

REMUNERATION

A maximum of \$10,000 upon satisfactory completion of the analysis.

ATTACHMENTS

EMS Outsourcing Contract

Gateway Ambulance Contact Information

Sample Gateway Ambulance monthly response time submittal

Sample University City Police Department CAD call record



AGREEMENT FOR EMERGENCY AND NON-EMERGENCY
AMBULANCE TRANSPORTATION SERVICES

This Agreement for Emergency and Non-Emergency Ambulance Transportation Services ("Agreement") is made and entered into by and between Gateway Ambulance, LLC ("Gateway") and the City of University City, Missouri ("Customer"), a municipality/political subdivision of Missouri, effective Sunday 8/30/15.

RECITALS:

- A. Gateway is a provider of certain emergency and non-emergency ambulance transportation, treatment, and related services.
- B. Customer desires to contract with Gateway to provide emergency and non-emergency ambulance transportation, treatment, and related services to those who reside, work, shop, visit, or otherwise find themselves within the borders of University City.
- C. Gateway desires to provide Customer with such services and has the necessary equipment, training, expertise, professional certifications, and licenses to do so.
- D. Service area is the City of University City. Response times are based on actual city limits.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provision of Services. Gateway agrees to provide Customer, on an exclusive basis, with EMS transportation, treatment, and related services in accordance with the description and definitions the parties have mutually agreed upon and detailed in Exhibit A and in accordance with the terms and conditions set forth in this Agreement. These Services shall be rendered by Gateway to all areas located inside the Service Area of the Customer, which is the geographic area of the City of University City.
2. Certifications and Licenses. Each party shall maintain all certifications and licenses as required by all Applicable Law as defined herein to perform its obligations hereunder.

3. Qualifications to Participate in Federal and State Healthcare Programs. Both parties represent and warrant that (a) neither it nor any employee, agent, or independent contractor provided under this Agreement is excluded from participation under any Federal Health Care Program for the provision of items or services for which payment may be made under a Federal Health Care Program; (b) neither it, nor any employee, agent, or independent contractor provided under this Agreement has been convicted of a felony relating to health care fraud as defined under 42 U.S.C. § 1320a-7(a)(3); and (c) no final adverse action, as such term is defined under 42 U.S.C. § 1320a-7(c) has occurred or is pending or threatened against either party or to its knowledge against any employee, agent, or independent contractor engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions"). During the term of this Agreement, each party agrees to notify the other party in writing of any Exclusions / Adverse Actions within ten (10) days of learning of any such Exclusions / Adverse Actions and provide the basis of the Exclusions / Adverse Actions. Each party acknowledges that the exclusion of any employee, agent, or independent contractor from participation in the Federal Health Care Programs shall result in his or her immediate removal from the performance of duties and responsibilities for the other party under the terms of this Agreement. Each party acknowledges and agrees that any Exclusions / Adverse Actions of it or against it or any employee, agent, or independent contractor, utilized directly or indirectly, in the performance of this Agreement may serve as the basis of an immediate termination of this Agreement by the other party. For the purposes of this Agreement, a "Federal Health Care Program" shall mean any plan or program providing health care benefits, whether directly through insurance or otherwise, that is funded directly, in whole or in part, by the United States Government (other than the Federal Employees Health Benefits Program), or any State health care program and shall include, by way of example, the Medicare and Medicaid programs.
4. Insurance. Gateway has comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance each in the face amount of at least \$1 million per person/\$2 million per occurrence and workers' compensation insurance in the statutory required amounts. Gateway will maintain insurance for the life of the Agreement.
5. Patient Records and Information. Gateway and Customer agree to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996, related regulations, as amended ("HIPAA"), in the event either party receives patient records or information (Protected Health Information as defined by HIPAA).
6. Ownership of Records and Confidential Information. In addition to protected health information, as defined in 45 C.F.R § 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d ("Protected Health Information"), during the course of performing this Agreement, each party may from time to time receive confidential information about the other, including but not limited to information about the other party's customers, patients, practices, procedures, strategies, organization, financial, and other related information. Neither party shall use or disclose any such confidential information for any purpose other than the limited purpose of performing its obligations under this Agreement, without the prior express written permission of the supplying party. All documents and records prepared, maintained, handled, or otherwise related to Gateway's performance of services hereunder are and shall be the property of Gateway. Gateway's copyrighted materials and procedures shall be and remain the sole property of Gateway. If a party is served with a subpoena or other legal process concerning confidential information of the other party, that party shall immediately (not more than 48 hours after the receipt) notify the supplying party and shall cooperate with it in any lawful effort to contest the legal validity of such process the supplying party may wish to pursue.

7. Availability of Information. During the term of this Agreement and pursuant to any record retention law or regulation the parties are subject to, each party shall make available upon written request of the other, to the Secretary of the Department of Health and Human Services, or to the Comptroller General of the United States, or of any duly authorized representatives of any government agency, this Agreement and the books, documents, and records of the party that are necessary to certify the nature and extent of the costs of this Agreement and/or compliance with the law.
8. Warranties and Representations.
- a. Gateway warrants and represents (i) that it shall perform its services in accordance with industry standards; (ii) that to the best of its knowledge, all goods and services reflected in its billing have been furnished to such patient; and (iii) it shall perform all its obligations and maintain all records and patient information used for the performance of services under this Agreement in compliance with all applicable Law, including but not limited to the Fair Debt Collection Practices Act, 15 U.S.C. § § 1601 *et seq.*, as amended, any applicable state Consumer Protection laws, as amended, the Bankruptcy Code, 11 U.S.C. § § 101 *et seq.*, as amended, and the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § § 1320d through d-8, as amended. Customer acknowledges that it has received copies of Gateway's Code of Ethics and Business Conduct and Gateway's Anti-Kickback Policy.
 - b. Each party represents and warrants to the other that (i) it has the right to enter into this Agreement, to grant the rights granted in this Agreement and to perform fully all of the services and obligations contemplated by this Agreement; (ii) all necessary laws, consents, resolutions, and corporate/political actions have duly authorized the execution and performance of this Agreement, and this Agreement constitutes a valid and enforceable obligation of each of the parties; (iii) the person entering into this agreement is authorized to sign this Agreement on behalf of the party; and (iv) the parties have reviewed this Agreement with their respective legal counsel to the party's satisfaction or voluntarily waived their right to do so. The parties acknowledge that the Health Insurance Portability and Accountability Act of 1996 (collectively "HIPAA") apply to the activities described in this Agreement, and that Gateway is a "covered entity" as that term is used in HIPAA. In that regard, the parties acknowledge and warrant to each other that their respective activities undertaken pursuant to this Agreement shall conform to HIPAA no later than the effective date of such requirement.
 - c. Customer warrants and represents that (i) all information supplied to Gateway shall be true, accurate, and complete, and in the event that such information or representation(s) made herein become inaccurate or incomplete, Customer will promptly notify Gateway in writing of such occurrence; and, (ii) it shall perform all of its obligations and maintain all records and patient information used for the performance of services under this Agreement in compliance with all Applicable Law, including but not limited to the Fair Debt Collection Practices Act, 15 U.S.C. § § 1601 *et seq.*, as amended, any applicable state Consumer Protection laws, as amended, the Bankruptcy Code, 11 U.S.C. § § 101 *et seq.*, as amended, and the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § § 1320d through d-8, as amended.
9. Data Collection and Reporting Required. Gateway's data collection and reporting systems shall meet mutually agreed upon reasonable standards. Gateway will provide Customer monthly response reports no later than the 10th day of the following month. These reports will identify the date and time record of each assignment, their location, whether a patient is transported, and if so, the hospital destination. A statistical summary will provide the 90th percentile response

time, the percentage of non-transport, and the incidence of concurrent University City 911 calls. Gateway agrees to meet with the representative of Customer on a regular basis, at mutually acceptable times, to review policies, procedures, and quality issues.

10. Third Party or Patient Payment. Gateway reserves the right to bill Medicare, Medicaid, third party payers, or the patient, including any co-payments or deductibles, at its full general public rates and charges for Services (see Exhibit B for current rates).
11. Rate Adjustments. Gateway may adjust Gateway's rates and charges for Services from time to time.
12. Fair Market Value. This Agreement has been negotiated at arm's length and in good faith by the parties. Nothing contained in this Agreement, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence, or otherwise induce or solicit either party regarding referrals of business or patients, or the recommended ordering of any items or services of any kind whatsoever to the other party or any of its affiliates, or to any other person or otherwise generate business between the parties to be reimbursed in whole or in part by a Federal Health Care Program, or (ii) to interfere with a patient's right to choose his or her own health care provider.
13. Indemnification. Neither party agrees to indemnify or hold harmless the other party. However, to the extent provided by law, each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest. This provision shall survive the termination of this Agreement.
14. Term of Agreement and Renewal Provisions. This Agreement shall commence on the Effective Date of this Agreement and continue for a period of 5 years. Thereafter, the Agreement shall automatically renew for periods of one (1) year unless either party provides the other party with sixty (60) days' written notice of its intent to not renew the term. Gateway may terminate this Agreement at any time upon sixty (60) days' written notice to Customer.
15. Termination for Default. Customer may terminate this Agreement upon a default of Gateway. A 'default' is a material breach of the service requirements of this Agreement. Customer must provide written notice of such default to Gateway and if Gateway does not cure such default in 60 days or raise reasonable contractual, legal, or equitable defenses to such default the Agreement may be terminated.
16. Regulatory Changes. Gateway reserves the right to modify this Agreement upon Sixty (60) days' written notice to Customer in the event any Applicable Law, government policy, or program change is passed or adopted affecting Gateway's rates, provisions of services, and/or obligations.
17. Compliance With Anti-Kickback Statute. Each party shall comply with the Federal Health Care Programs' Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and any applicable regulations promulgated thereunder. The parties further recognize that this Agreement shall be subject to the amendments of the Anti-Kickback Statute or any of its applicable regulations. In the event any applicable provisions of the Anti-Kickback Statute or its regulations invalidate, or are

otherwise inconsistent with the terms of this Agreement, or would cause one or both parties to be in violation of the law, the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the Statute and its applicable regulations.

18. Compliance With Applicable Law. Both parties agree to be in full compliance with all Applicable Law and shall immediately notify the non-breaching party in the event it has failed to comply with this section. In such an event, the non-breaching party may terminate this Agreement by providing sixty (60) days' written notice.
19. Exclusion of Certain Damages. Notwithstanding any provision in this Agreement to the contrary, in no event shall either party and its affiliates or any of their respective officers, directors, members, shareholders, employees, agents, or subcontractors be liable to the other party or any third party for lost profits, special, consequential, incidental, or punitive damages, regardless of the basis of the claim, whether in contract, tort, strict liability, or other legal or equitable theory, whether or not the party has been advised of the possibility of such damages.
20. Independent Contractor. Gateway is an independent contractor and nothing in this Agreement shall be construed as creating an employment relationship, agency, partnership, or joint venture between the parties. Each party shall control and direct the methods by which it performs its responsibilities hereunder. Except as provided herein, neither party is authorized to act on behalf of the other in any other matter whatsoever. In the event of medical necessity, Customer personnel may be requested to assist Gateway in the continued medical care medically necessary for the care of the patient by accompanying the patient during Gateway transportation. Under no circumstances shall Customer's employee be considered an employee of Gateway.
21. Waivers. The failure by either party to insist on strict performance by the other party of any provision of this Agreement shall not be a waiver of any subsequent breach of default of any provision of this Agreement.
22. Governing Law. This Agreement shall be subject to and governed according to the laws of the State of Missouri, regardless of whether either party is or may become resident of another state. The parties agree that the venue and jurisdiction shall be exclusively in the State and Federal Courts located in the County of Saint Louis in the State of Missouri.
23. Compliance With Medicare and Medicaid Laws and Regulations. The parties expressly agree that nothing contained in this Agreement shall require either party to knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. § 1320a-7b), as amended.
24. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns, or other legal representatives.
25. Assignment. Neither party may assign its rights or obligations under this Agreement to a third party without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be null and void. This Agreement shall be binding upon and for the sole benefit of the parties hereto and their respective successors and permitted assigns.
26. Severability. If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.

27. Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.
28. Force Majeure. Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond its control and without fault, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, terrorism, explosion, or inability due to any of the aforementioned causes to obtain labor, materials, roadways, or facilities. In addition to the above, Gateway shall be excused for failures and delays in performance of its obligations under this Agreement due to adverse weather conditions, natural physical barriers, such as mountains, hills, or washes, traffic conditions, natural disasters, and/or other limitations of access to the person requiring Services. Such conditions may impede, effect, or block Gateway's efforts to provide Services and/or ability to utilize some or all of its Services' equipment. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed and shall notify the other party of the problem.
29. Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and deposited with the United States Postal Service, postage pre-paid, registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows:

To Gateway :

Gateway Ambulance
1530 Fairview Ave
St. Louis, MO 63132
Attn: Director

To Customer:

City of University City
6801 Delmar Blvd
University City, MO 63130
Attn: City Manager

Either party may change the notification addresses listed above with proper written notice.

30. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof and supersedes any previous agreements or understandings, whether oral or written.
31. Amendments. Any amendments to this Agreement shall be effective only if in writing and signed by authorized representatives of both parties.
32. Execution by Facsimile; Delivery of Original Signed Agreement. This Agreement may be executed by facsimile, and shall be deemed effectively executed upon the receipt by both parties of the last page of this Agreement duly executed by the other party. Each party to this Agreement agrees to deliver two original, inked and signed Agreements within two days of faxing the executed last page thereof.
33. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
34. No Third Party Beneficiary. Neither party intends in any manner whatsoever to create an interest or beneficiary in a third party.

35. Exhibits. All Exhibits referenced herein are incorporated into this Agreement in their entirety. "Agreement" when used throughout this Agreement shall include all referenced Exhibits.

36. IP and Publicity Provision. Nothing in this Agreement is intended to grant a license or any rights of any nature whatsoever to Gateway's intellectual property. Customer shall not use any trademarks, service marks, visual product representations, trade names, logos, or other commercial or product designations of Gateway, or disclose without Gateway's express prior written consent. Customer shall not identify or make reference to Gateway in any communication, advertising, and/or other promotional modality, regardless of its form, without explicit prior written consent from Gateway.

37. FCC Compliance. Gateway acknowledges that the FCC license is held by Customer and that any shared transmitter use under this Agreement and pursuant to Section 90.179 of the FCC's Rules shall be subject to Customer's control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

"Gateway"

"Customer"

Michael J. Machin

Name / Title

MICHAEL J. MACHIN
CHAIRMAN

W. Allen

Name / Title

City Manager

8/19/15

EXHIBIT A

Description of Responsibilities includes, but is not limited to:

1. Customer will direct all University City PSAP E911 EMS calls to Gateway as well as any non-emergency medical requests Customer receives.
2. Gateway will dedicate two (2) type III KKKK1822 compliant advanced life support (ALS) ambulances within the corporate boundaries of the Customer on a 24/7 basis to be used exclusively at Customer's direction and dispatch ("U City 1 and 2").
3. Gateway will staff each ambulance (provisioned under this agreement) with one (1) emergency medical technician (EMT) and one (1) emergency medical technician – paramedic (EMT-P).
4. Gateway will assume sole responsibility for managing day-to-day operations in support of Customer's E911 EMS service, including field operations, billing, collections, purchasing, facility and equipment maintenance, hiring, firing, and training of field personnel, and other operational functions.
5. Customer will provide no financial subsidy to Gateway pursuant to the provision of service as outlined in this agreement.
6. Service shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services. Gateway will meet or exceed the most recent National Fire Protection Association (NFPA) response time standards for ALS resource response as outlined in NFPA 1710. In addition, Gateway will meet or exceed an average response time of 4 minutes 30 seconds within three (3) months of the effective date of this Agreement and each month thereafter.
7. The 12.5 hour deployment times and staging points within University City will be reviewed for response time effectiveness and actual demand experience every three (3) months following the execution of this Agreement, or more frequently if needed, and adjusted as necessary
8. Gateway will deploy additional ambulances on an as needed basis to Customer during times of high demand, mass casualty incidents, or disaster response. An additional Gateway ambulance will be deployed as needed to maintain at least one ALS ambulance within the boundary of University City when U City 1 and 2 are already running calls.
9. Gateway will deploy additional ambulances on an as needed basis pursuant to any mutual aid commitments of the Customer.

10. Gateway will utilize portable P25 800 MHz radios for purposes of direct communication of Gateway ambulances (provisioned under this agreement) with the Customer's PSAP.
11. Gateway shifts for U City coverage will be filled according to existing shift bidding process. Customer may sit on Gateway's EMS personnel selection board when considering candidates for ambulance crews providing service under this agreement. Gateway will make every effort to keep the same personnel on the ambulances provisioned per this agreement.
12. Customer may request removal and replacement of an ambulance crew member who exhibits behavior that reflects negatively on the Customer. Gateway will make every effort to comply.
13. Gateway Paramedics and Emergency Medical Technicians will maintain proper licensing by the Missouri Department of Health & Senior Services/Bureau of Emergency Medical Services.
14. Gateway Paramedics and Emergency Medical Technicians will complete annual skill proficiency testing by St. Louis University Hospital physicians as well as monthly audit/review and didactic training.
15. Customer reserves the right to deploy (in addition to the Gateway deployed ambulance) its own Paramedics (usually an engine company) when a call is found to be life threatening. Customer Paramedics will assume command/control when on site. However, should patient require transport, Gateway protocols will be in effect once patient is loaded into ambulance, continuing through completion of transport.
16. Gateway will allow Customer Paramedics to "ride along" on hospital runs.
17. Customer will determine best posting of Gateway ambulances provided under this agreement. Three positions will be determined. An east/west dual posting for a two (2) ambulance configuration and a central posting for a single ambulance configuration. See Exhibit C for the locations of the east/west and central postings within the City of University City.
18. Gateway, when in a two (2) ambulance configuration as provided under this agreement and one (1) ambulance leaves its posting (for dispatch, vehicle maintenance, lunch, fueling, shift change, etc.), will roll the second ambulance to the central posting.
19. Customer provided supplies, when treating a patient that will be billed by Gateway, will be replaced by Gateway when possible.

Exhibit B



Gateway Ambulance Service LLC

EMS Billing
Procedures & Rates

Gateway Ambulance Service LLC has established the following rates for various ambulance service charges. At any time, in accordance with the Service Agreement, Gateway Ambulance Service LLC may modify these rates and/or billing procedures, with proper notice.

Additional instructions regarding billing procedures and rates are located near the end of this document.

Gateway Ambulance Service LLC's current rate schedule (the "Chargemaster") begins on the next page.



Gateway Ambulance Service LLC

EMS Billing
Procedures & Rates

Chargemaster Item	Rate	Medicaid	Medicare
ALS Emergency Mileage	15.00	15.00	15.00
ALS Non-Emergency Mileage	15.00	15.00	15.00
ALS1 Emergency Base Rate	869.00	869.00	869.00
ALS1 Non-Emergency Base Rate	742.00	742.00	742.00
ALS2 Base Rate	950.00	950.00	950.00
Adenosine 6mg	79.28	*	*
Albuterol Sulf 3mL	4.84	*	*
Amlodarone 50mg	34.93	*	*
Aspirin 81mg	3.84	*	*
BLS Emergency Base Rate	700.00	700.00	700.00
BLS Emergency Mileage	15.00	15.00	15.00
BLS Non-Emergency Base Rate	510.00	510.00	510.00
BLS Non-Emergency Mileage	15.00	15.00	15.00
Bandage Triangular	4.89	4.89	*
CCollar	45.18	*	*
CCollar Infant	32.31	*	*
Cold Pack	7.08	7.08	*
DEFIBRILLATION	307.02	*	*
DUO NEB	42.41	*	*
Dextrose 25%	16.24	*	*
Dextrose 50%	14.88	*	*
Diphenhydramine	10.27	*	*
EKG	85.07	*	*
EPIPEN Adult	257.21	*	*
EPIPEN Pediatric	234.37	*	*
Epinephrine	14.31	*	*
Flight Crew Only	150.00	*	*
GLUC TEST STRIP	69.74	*	*
GLUCOSE BOOST	12.17	*	*
Gauze 4x4	2.97	*	*
Glucagen 1mg	266.28	*	*
Head Immobilizer	33.03	*	*
Hydromorphone, 2mg	52.99	*	*
IMMOB ADULT	71.02	*	*
IMMOB INFANT	55.02	*	*
IMMOB PED	68.02	*	*
INTUBATION	276.92	*	*
IV ADMIN	158.74	*	*
Lidocaine 2%	14.51	*	*
Morphine 10mg	55.49	*	*
NON COVERED MILES	15.00	15.00	15.00
Naloxone 2mg	48.08	*	*
Nitrostat 0.4mg	4.79	*	*
OB Kit	38.51	*	*
OXYGEN	35.00	35.00	*
Ondansetron 2mg	4.92	*	*
Phenergen	14.57	*	*
Restraint Strap	25.83	*	*
SCT Emergency Base Rate	1098.00	1098.00	1098.00
SUCTIONING	48.52	*	*
Sodium Bicarb	15.85	*	*



Gateway Ambulance Service LLC

**EMS Billing
Procedures & Rates**

Chargemaster Item	Rate	Medicaid	Medicare
Solution NaCl 500mL	8.70	*	*
Splint Wire Ladder	37.32	*	*
Sterile Water 500mL	11.97	*	*
Syringe Atropine	17.19	*	*
Syringe Naloxone	48.08	*	*
Syringe and Needle	3.27	*	*
Thiamine 100mg	47.90	*	*
Vasopressin	17.95	*	*

* indicates that charges are waived.

Medicaid patients are only billed the indicated charges.

Only one base rate charge shall be applied to each account.

Base rate and mileage charges shall be applied in accordance with guidelines established by the Center for Medicare & Medicaid Services.

Gateway Ambulance Service LLC instructs its billing agent(s) to assign/adjust off all amounts as permitted or required by Federal and State law and applicable payment policy.

The BLS Emergency Base Rate and supplies used shall be applied to all accounts where the patient has been determined as deceased on Scene after the dispatch but before the patient has been loaded onboard the ambulance. No mileage will be charged in that case. If the patient is determined as deceased after pickup but prior to arrival at the receiving facility, the medically necessary level of service will be billed. In that case, it would be at least ALS-1 Emergency if a paramedic assessment was performed, or other ALS interventions where provided. Loaded mileage may also be billed in accordance with Federal and State law and applicable payment policy.

Unless determined Dead on Scene, patients that are not transported by ambulance are not billed.

Supply and procedure charges should be billed for attempted procedures (IV, intubation, bone needles), even if the attempt is not successful, unless otherwise prohibited or excluded by the Chargemaster.

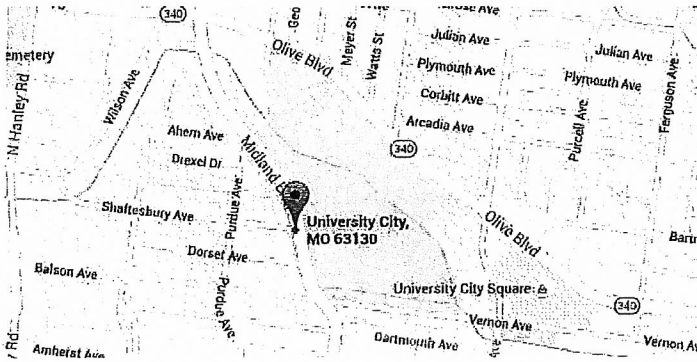
EXHIBIT C

Ambulance posting locations:

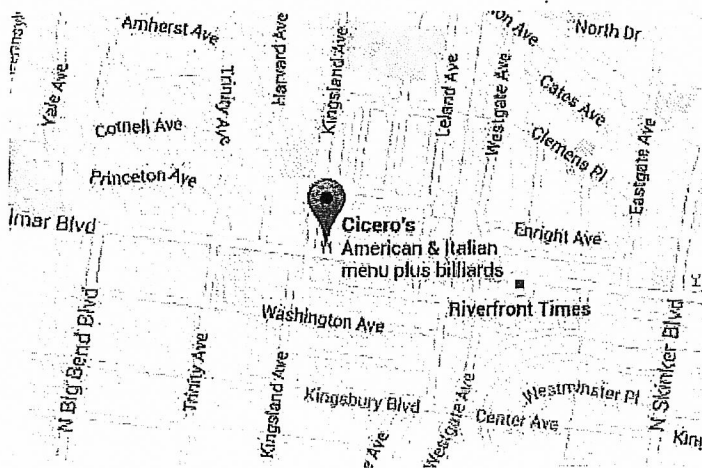
West Posting – Ruth Park Golf Course Parking Lot:



Central Posting – Herman Park (Midland at Shaftsbury Parking Lot):



East Posting – Parking Lot Behind Cicero's



Gateway Ambulance Contact Information

Ken Mayrose, Director

1530 Fairview Avenue

St. Louis, Missouri 63132

Office: (314) 881-4502

Fax: (314) 351-4467

Email: kmayrose@gatewayambulance.com

Gateway holds an FCC license (call sign WQJE506) with mobiles in all its ambulances. Gateway's dispatch (CAD) software is provided by Zoll.

University City PD

16-31865

Occurrence History

Occurrence History

Patrol Area/Zone:	0086		
Reported On:	08/27/2016 09:18 PM	E911 Date/Time:	
Complaint Type:	3436 - Sick Case	Cleared:	Notebook
Address:	University City	Loc Detail:	
Last Memo:			
Additional Comments:			

Call History Synopsis

History	
27-Aug-16 21:18:08	Entered
3436 - Sick Case (Priority 5)	
Source: Phone	
Reporting Person: Lifeline	
Phone	
Locatio. Canton Ave, University City	
27-Aug-16 21:19:33	Initiated
Entry Time: 27-Aug-16 21:18:08]	
27-Aug-16 21:19:56	Dispatched
University City PD Police 205 25 Beat: 5	
27-Aug-16 21:21:50	On Scene
University City PD Police 205 25 Beat: 5	
Canton Ave, University City	
27-Aug-16 21:45:41	Cleared Notebook
Clear Incident 16-59144 (16-31865) 3436 - Sick Case	
University City PD Police 205 25 Beat: 5	