



MEETING OF THE CITY COUNCIL  
CITY HALL, Fifth Floor  
6801 Delmar Blvd.  
University City, Missouri 63130  
**Monday, October 14, 2019**  
**6:30 p.m.**

**A. MEETING CALLED TO ORDERS**

**B. ROLL CALL**

**C. APPROVAL OF AGENDA**

**D. PROCLAMATIONS**

**E. APPROVAL OF MINUTES**

1. September 9, 2019 – Regular Agenda Minutes
2. September 23, 2019 – Joint Study Session (LSBD) Minutes

**F. APPOINTMENTS to BOARDS & COMMISSIONS**

1. placeholder

**G. SWEARING IN to BOARDS & COMMISSIONS**

1. Mark Harvey was sworn in to the Plan Commission on September 24<sup>th</sup> in the Clerk's office.

**H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**

**I. PUBLIC HEARINGS**

**J. CONSENT AGENDA – Vote Required**

1. Economic Development Strategic Plan Consultant Selection
2. Habitat for Humanity Lot Donation Contract
3. Community Center Roof Replacement
4. 5 Electric Inspector Vehicles
5. HR Software – Applicant Tracking & Onboarding
6. St. Louis-Jefferson Solid Waste Management District Grant Amendment and Closeout
7. New World Maintenance Agreement
8. U City in Bloom Agreement

**K. CITY MANAGER'S REPORT**

1. Crown Center for Sr. Living Planned Development – Amended Final – 1 Year Extension
2. City Logo (**DISCUSSION and DIRECTION**)

**L. UNFINISHED BUSINESS**

1. **BILL 9393** - AN ORDINANCE TERMINATING THE UNIVERSITY CITY COMMISSION ON HUMAN RELATIONS

**M. NEW BUSINESS**

*RESOLUTIONS*

*BILLS*

1. **BILL 9394** – AN ORDINANCE RELATING TO PIT BULL DOGS

**N. COUNCIL REPORTS/BUSINESS**

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

**O. CITIZEN PARTICIPATION (continued if needed)**

**P. COUNCIL COMMENTS**

- Q.** Motion to go into a Closed Session according to Missouri Revised Statutes 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives or attorneys and (3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded, and (13) Individually identifiable personnel records, performance ratings or records pertaining to employees.

**R. ADJOURNMENT**

MEETING OF THE CITY COUNCIL  
CITY HALL, Fifth Floor  
6801 Delmar Blvd.  
University City, Missouri 63130  
**Monday, September 9, 2019**  
**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, September 9, 2019, Mayor Terry Crow called the meeting to order at 6:34 p.m.

**B. ROLL CALL**

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

Councilmember Stacy Clay  
Councilmember Paulette Carr  
Councilmember Steven McMahon  
Councilmember Jeffrey Hales  
Councilmember Tim Cusick  
Councilmember Bwayne Smotherson

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

**C. APPROVAL OF AGENDA**

Councilmember Carr moved to approve the agenda as presented; it was seconded by Councilmember McMahon.

Voice vote on the motion to approve the agenda, carried unanimously.

Mayor Crow reminded everyone of the upcoming commemoration of September 11<sup>th</sup> and he shared the following remark made by Sandy Dahl, the wife of Jason Dahl, the captain of flight number 93, "If we learn nothing else from this tragedy, we learn that life is short and there is no time for hate". He asked everyone present to join him in taking a moment of silence in memory of 9/11.

Mayor Crow then read a quote by President Obama, "even the smallest act of service, the simplest act of kindness, is a way to honor those we lost, a way to reclaim that spirit of unity that followed 9/11".

**D. PROCLAMATIONS**

1. 2019 Extra Mile Day – "Go The Extra Mile In Personal Effort, Volunteerism, And Service"

Mayor Crow said members of Council would sign the Proclamation at the conclusion of tonight's meeting.

**E. APPROVAL OF MINUTES**

1. August 12, 2019, Regular Session Minutes were moved by Councilmember Carr; it was seconded by Councilmember McMahon and the motion carried unanimously.
2. August 12, 2019, Joint Study Session Minutes – Park Commission were moved by Councilmember Carr; it was seconded by Councilmember Hales and the motion carried unanimously.
3. August 17, 2019, Special Session Minutes were moved by Councilmember Carr; it was seconded by Councilmember Smotherson and the motion carried unanimously.

## **F. APPOINTMENTS TO BOARDS & COMMISSIONS**

1. M. Jean Russell is nominated to the CALOP Commission as a fill in replacing Beth Norton's vacated expired term until 9/9/2021 by Councilmember Smotherson on behalf of Councilmember Clay; it was seconded by Carr and the motion carried unanimously. Councilmember Carr requested that the outgoing commissioner's name be corrected from North to Norton.
2. Mark Harvey is nominated to the Plan Commission as a fill in replacing Rosalind Williams unexpired term until 1/1/2020 by Councilmember Tim Cusick; it was seconded by Councilmember Carr and the motion carried unanimously.
3. Wendy Harris is nominated to Loop Special Business District as a fill in replacing Kathy Caton unexpired term until 1/1/2021 by Mayor Terry Crow; it was seconded by Councilmember Hales and the motion carried unanimously.

## **G. SWEARING IN TO BOARDS & COMMISSIONS**

4. James Nowogrocki was sworn in to the Civil Service Board.

## **H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**

### **Aren Ginsberg, 430 West Point, University City, MO**

Ms. Ginsberg stated in the past two weeks, U City's TNR Volunteers trapped neutered, vaccinated and returned 4 community cats; two adult cats in the 3rd ward and two kittens in the 2nd ward. The hope is that University City will one day adopt a TNR ordinance to protect the community cats and the colony caretakers. The hope is to host the hopspot veterinary van regularly to provide low cost neutering and vaccinations for U City's pets and community cats. U City's TNR is celebrating the new partnership with St. Louis Feral Cat Outreach and the Missouri Animal Protective Association (APA). Ms. Ginsberg gave a special thanks to the Petco Foundation for their generous donation; which is making the new combined TNR effort possible.

### **Donna McGee, 7584 Melrose, University City, MO**

Ms. McGee thanked the Council for the opportunity to speak about the tree that she believes is a hazard, safety issue and liability. Ms. McGee stated that she's been coming to speak for a while and will continue to come because this is very important to her. It's a nuisance to her and the tree needs to come down. She stated it is the wrong tree in the wrong place; she said she is not a tree hater.

Ms. McGee stated that the tree should be in a park or along Delmar and not anchored by her driveway and a small lawn. Ms. McGee believes the Park Commission's protocol is not being followed which would allow her to address them in a timely fashion. She believes the Forester inspects the tree, then if she provides a written statement/request, she should be given the opportunity to address the Commission; she says that has not happened. Ms. McGee says there's a "widow-maker branch" hanging from the tree and another large branch hanging close to her door; both were there before the rain so she does not believe it's an act of God. The root is open and visible on the City side of her driveway. Someone poured loose gravel on the driveway. She thanked her neighbors for helping her move the large branches. McGee stated that she would like her street to be accessed; there are dead, diseased trees up and down her street (7567, 7576). Ms. McGee says she witnessed a tree fall a few houses before hers, she called and the Public Works Director, Sinan, helped to get the tree removed.

Ms. McGee says she googled widow-maker branch and that it is a forestry term for a dead or detached branch hanging from a tree, risky enough that it is defined by OSHA. They most commonly occur during tree felling (term/process), statistically responsible for 11% of all chainsaw related fatalities."

**Leif Johnson, 836 Barkley Square, University City, MO**

Mr. Johnson started his comments by asking the following question: Wasn't the Former Chancellor of Wash. U., Head of Better Together?

Mr. Johnson stated that it's been a year since the Post-Dispatch ran the biggest P.R. campaign in their history for Rex Sinquefield's Better Together, the plan to eliminate local government. Wasn't the former Chancellor of Washington University the chairman of this effort? Mr. Johnson stated that despite lining up the top cats in town, and plumping it for weeks, (in addition to all the years-long stream of columns by Tony Messenger) and adding TV, (including Public Television), and radio, it just didn't fly.

Mr. Johnson said with financial stakes of hundreds of millions, or probably billions, the architects of the County Government must have had a back-up plan. Indeed they did. It was called the Freeholder's Plan. The mayors who wanted this on the ballot said that the Better Together plan was flawed because it allowed out-state voters to vote on a measure that only affected City and County voters. What they didn't tell you was that in the vote on a similar plan in 1966, the out-state voters rejected it by a plurality even greater than in the City and County.

Mr. Johnson said that under the State Constitution, the only thing the Freeholders can do is combine the City and County. Well, that was exactly what Rex Sinquefield wants. Of course the voters could turn down the Freeholders too. But with all the efforts that some mayors and city councilmen have made to put Freeholders on the ballot, there will probably be no organized force left to say "Vote No". Sinquefield wins.

Mr. Johnson stated that Wash U. which is taking over the Loop to reap tax free real estate income. How would they feel about local government? Well, for their purposes it is very inefficient. It might oppose, slow down, or even halt their plans. So it is understandable that Wash U. would like to get rid of local government, especially the one in University City.

*(Mr. Johnson asked that his statement in its entirety, be attached to the minutes)*

**Steve Glickert, 7750 Blackberry Ave., University City, MO**

Mr. Glickert stated about two weeks ago two Councilmembers forwarded a marketing piece on social media to inform the citizens of the nuisance property hotline. He stated that he was here to inform the citizens in the audience, those streaming online and anyone within ear shot that this service will be a complete waste of their time. Mr. Glickert stated that he has been waiting fifteen months to see results on numerous violations brought to this administrations attention. He says he has received during that time delays, excuses, tricks, evasion, shuffling, dodging, and being copied on a low orchestrated scam of emails shifting the issues from department to department that gives the illusion that something is happening. He stated he was here to give the proof, evidence facts and the confirmation that those violations are still in the same place that they were fifteen months ago. This administration has given excuses like; we're having a meeting regarding that situation, we're strategizing over the approach of the situation, that department is running thin. These are all excuses with no results. Mr. Glickert stated that you don't need meetings or strategy and if the department is thin; hire somebody. Or you could utilize the high priced assistants you hire for the City Manager to pick up the slack. The rules, regulations, laws, codes and ordinances are already in place; enforce them. No more delays; do the job, fifteen months and counting with no conclusion.

Mr. Glickert stated that greeting on the nuisance hotline should be changed, be honest, tell the caller it will take at least fifteen months if not longer to be rectified.

Mr. Glickert stated he wanted to report just one issue at this time:

In the alley located at the 6700 block of Corbitt, it's a rock alley that runs east of Ferguson Ave. It curls south and makes a 90 degree turn into the 6700 block of Corbitt. There is a truck with a trailer; it's parked on the shoulder of the alley, on an unpaved surface; that's a violation. The truck and the trailer have expired Illinois plates; that's a violation. The truck has been parked for over eight months without moving; that's a violation. The grass surrounding the truck and trailer is excessively tall; that's a violation. There is a car parked next to the trailer on the same unpaved surface with Missouri expired plates (June 2018); that's a violation. Mr. Glickert stated he provided pictures of this situation to Mr. Rose, and Councilmembers Clay and Smotherson in March.

## I. PUBLIC HEARINGS

### J. CONSENT AGENDA – Vote Required

1. FY20-21 Proposed Work Plan
2. Mobil Data Purchase (Police Department)
3. Edward Byrne Memorial Justice Grant (JAG) Program – FY2019
4. Metropolitan Sewer District (MSD) Intergovernmental Agreement Extension – Federal Flooding Reduction Study
5. US Army Corps of Engineers – River Des Peres Study – Amended Agreement (2004 Design)

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

### K. CITY MANAGER'S REPORT

1. Metropolitan Sewer District (MSD) – Stormwater Operation, Maintenance and Construction Improvement (OMCI) Taxing Sub-districts Update  
**(PRESENTATION ONLY)**

Mr. Rose stated this is asking Council to listen to a presentation from MSD's Executive Director and CEO, Brain Hoelscher, regarding OMCI Taxing Sub-districts.

Mr. Hoelscher thanked the Mayor and City Council for the invitation to come and speak at tonight's meeting and stated that he would try to keep the presentation within the time limits given to him. He asked everyone to turn to the fifth page titled OMCI Taxing Sub-District. This picture reflects the situation in 2016 regarding stormwater funding. The area that MSD was addressing in 2016; the area in red and the area to right or east of it; MSD had money to operate and maintain the public storm sewers. The areas to north, south or west are left in gray; MSD owned public storm sewer systems and manholes but no revenues were put in place to operate or maintain them. In April 2016, there was a vote on Proposition S that allowed MSD to go through and provide district wide property taxes for MSD to operate and maintain all the public storm sewers throughout the entire district. In addition another tax was being collected to protect flooding and erosion in the red areas only. There were twelve sub-districts where the money was being collected and the money could only be spent in those areas.

With the passage of the provision in 2016, MSD committed to the Municipalities in that area that they would temporarily set the taxing rates at zero. They would spend the fund balances in each taxing sub-district on flooding and erosion issues.

Then after MSD went to the voters to see if they wanted to provide a district wide funding source for flooding and erosion, they would come back to the Municipalities to get their opinions with MSD's recommendation of what to do with the existing sub-districts. That last step was done in April 2019, Proposition S, it failed 47/53. Following up as commented, MSD is now coming back to all sixty municipalities located in the red area to get your opinion as input to the board of trustees as what should be done with the taxing sub-district currently with a rate of zero.

The first option other than raising taxes back up would be:

#### Option 1: Funding Administered by MSD

- Funding generated would be totally administered by MSD as prior to April 2016
- MSD would plan, design, and construct projects within each area based on available funding and established priorities to address flooding and erosion.

University City is in three of the sub-districts and a small part of University City that is not in any of the sub-districts. We would set the taxes back in place; so red area would be the only place that would have a revenue source to address flooding and erosion throughout the entire district boundaries. E - 1 - 4

The taxes would be set to what they were prior to the 2016 vote.

#### Option 2: Funding Administration Split

- Funding generated within each municipality/unincorporated area would be split between MSD and the local agency at 50/50 or other ratio
- Municipality/County could use its funds to address its priority stormwater issues
- MSD would use remaining funds to plan, design, and construct projects within each OMCI area based on established priorities to address flooding and erosion

This idea would be to take half of the revenues collected within each of the sub-districts (drawn by watersheds not by municipal boundaries) and continue working down the project list that MSD has on benefit cost ratio. There is a benefit calculated for each problem. An erosion of a backyard fence that is starting to have problems has one value and somebody's garage is ready to fall in the creek; has a higher value. That is divided by cost to get the cost/benefit ratio.

Take half the revenues collected by municipality; track them within the municipality with 2 options. One would be to find the next priority project that MSD is aware of, tag it and allow the bank to build up and MSD would design and build the next project specifically within the individual municipality.

The second use of the fund could be used for other stormwater needs, desires or plans that the municipality has that don't match up with MSD's mission. The money could be used as grant funds for the municipality. It would be forwarded to the City, the City would be expected to execute; whether it's a plan or cleaning roadside culverts or actual design and construction of projects. It would allow the City to execute projects based on your own priorities.

#### Conclusions:

4 situations for University City: most of University City is located within an OMCI called University City. There are 14 different municipalities within this OMCI. University City provides about 40% of the revenue to the fund; 40% of the 880,000 would be collected annually.

Either University City would continue to contribute 350,000 dollars to the district wide/OMCI wide 880,000 pool.

Or

Donate 175,000 to overall pool; with a 175,000 per year being built up in an account with University City to be spent on the next project just in or for another stormwater initiative that the City felt higher priority.

University City is also in a watershed area called Deer Creek in the southwest corner of U City, about 3200 residents. University City generates 1.7 % of the revenue; 64,000 per year to the pool area. The area called Wellston; University City shares this one with 8 other municipalities. It generates 3.4% of the revenue; 1,100 per year to the pool.

Also there's a part of University City, these are older taxing sub-district that have been in place since the 60's, they're grandfathered in under Handcock, east of Hanley and south of Delmar that is not in any OMCI sub-district. This would not affect them, there would be no taxes collected.

MSD collecting information from the sixty municipalities on their opinions, advice and or suggestions to take to the board of trustee's as to how to prepare. They are not asking for any kind of vote or for you to take responsibility for the ultimate decision the MSD board makes. It is important what we hear back from the municipalities but also important is list of projects from the rate payers; what project looks like, how severe the situation is etc. All of things will be taken into consideration as to what to do in the future.

The schedule is set as listed below. MSD must inform the state what they want to do with these taxes by mid-January.

- July – September 2019:
  - Establish committees
  - Hold planning meetings
  - Discuss final recommendations on rate and administration
- October – December 2019:
  - MSD staff make recommendations to MSD Board
  - Board votes on re-establishing sub-district rate

Councilmember Carr thanked Mr. Hoelscher for his presentation. She stated that the City established a Stormwater taskforce about two years ago. They are currently in the process of writing a report, which will include a recommendation to hire a consultant to help prioritize the many, many instances of stormwater insurgent that MSD does not address; especially since we have some of the natural portion of the River Des Peres running through the City.

Councilmember Carr stated that she would be interested in the 50/50 split, and also in having a citizen committee that includes some of members of the Stormwater taskforce. They have taken this matter very seriously and she was personally saddened that the tax increase did not pass to address stormwater issues.

**Q: What is necessary to reinstate the OMCI tax? City Council, Public Vote, MSD Board of Directors?**

A: It is a decision made annually by the MSD Board to look at all the possible tax authority that the district has and then to notify the State that they are going to set this year's rate for use at a certain level. You can only raise the level every other year.

**Q: Would we reinstate the previous tax rate or is there a possibility that it could be increased; especially over time?**

A: The plan would be to set at the current maximum rate based on the Hancock renew by the state annually. The board has no desire to set anything in between. The idea is to get them back to where they were in 2016 before we set them to zero.

**Q: That is the maximum rate?**

A: Yes it is

**Q: The currently selected projects that you gave us; is there a way to expedite the process?**

A: It would be more accurate to say it's a list of currently identified projects. If we start back up, we're constantly looking at the issues and things could change. Priorities would not change in the middle of year but if more information was received it was determined that a project had gotten worse or the one has gone away; we would calculate that into the plan on an annual bases.

**Q: The taskforce and public works department could convey that kind of information to you? If inventory has been done that did previously exist.**

A: Yes a number of municipalities do that. They do their master plan and coordinate with MSD staff to make sure MSD knows what they found, and then MSD can incorporate that into their priority list.

**Q: Is there anything the City can do to speed up the implementation?**

A: The implantation is set by the State. MSD has to do the proper notification to the state to collect the money. If this moves forward, the state has to be notified in April and again in August to start collecting money at the end of calendar 2020. For accounting purposes MSD will actually start working July 1.

**Q: Once the projects that will be addressed are identified; you will notify the City correct?**

A: Yes, that is correct. And it will show in MSD's annual budget on July 1.

**Q: Could the Cities have input with the other 50% if you decide to go in that direction? Can the City adjust the order of implementation or the prioritization?**

A: The prioritization would be at the sole discretion of the City with that separate pot.

**Q: The other portion is more or less fixed by your board correct?**

A: Correct, that is set by policy. However, if you have additional projects we can include them just in case there's something missed.



**Q: Over time, is the plan to keep at the maximum rate with small increases based on the Hancock policy to include the most projects?**

A: The amount set will be the maximum by Charter for OMCI Sub-Districts. If we turn all the red areas up to the maximum; 9,000,000 dollars per year would be collected. We will continue to look for district wide solutions. In 2020 the plan is to have extensive listening, educational and fact distribution sessions to try and solve this problem throughout the entire district.

Councilmember Cusick thanked Mr. Hoelscher for coming to present the information.

**Q: The revenues discussed in the previous slides are all OMCI money correct?**

A: Correct

**Q: Are there 14 sub-districts throughout St. Louis County area?**

A: There are 12; all within MSD's service area boundaries, you will find them generally located between the St. Louis City boundaries and 270.

**Q: Do all 12 municipalities have to agree to participate or show a wiliness to participate or can some municipalities opt out?**

A: MSD is looking for opinions from everybody, but if the program is turned on and we raise the taxes in the OMCI sub-districts; nobody will be able to opt out. Everyone in the sub-district would have to pay the tax.

**Q: If OMCI is reinstated what would it look like on my home bill in terms of dollars?**

A: Generally, they're all set the same the rate varies a little bit because there's been a different Hancock adjustment every year. On average; for every 100,000 value, it would be amount 25 dollars per year on your property taxes.

**Q: How will MSD decide if option 1 or Option 2 will be offered?**

A: That will depend quite a bit on what is heard from the municipalities and we are pretty far along, the overwhelming feeling is that flexibility provided with option 2 is what most municipalities are saying. If he had to make a recommendation today, it would be option 2.

Councilmember Cusick said he was in favor of option 2.

**L. UNFINISHED BUSINESS**

- BILL 9391** - AN ORDINANCE AMENDING CHAPTER 110 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO ADMINISTRATION, BY REPEALING SECTION 110.040 THEREOF, RELATING TO DISCLOSURE OF CONFLICTS OF INTEREST, AND ENACTING IN LIEU THEREOF A NEW SECTION TO BE KNOWN AS "SECTION 110.040 DISCLOSURE OF CONFLICTS OF INTEREST." Bill Number 9391 was read for the second and third time.

Councilmember Carr moved to approve; it was seconded by Councilmember McMahon.

Roll Call Vote Was:

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

**Nays:** None.

Councilmember Clay was excused.

**M. NEW BUSINESS**

*RESOLUTIONS*

- Resolution 2019-14 Budget Amendment #3 – Fiscal Year 2018-2019**

Councilmember Carr moved to approve; it was seconded by Councilmember Cusick and the motion carried unanimously.

## BILLS

*Introduced by Councilmember Cusick*

2. **BILL 9392** - AN ORDINANCE AUTHORIZING THE CITY OF UNIVERSITY CITY TO ENTER INTO AND EXECUTE A CONTRACT WITH ST. LOUIS COUNTY, MISSOURI, FOR VECTOR CONTROL SERVICES AND AUTHORIZING AND DIRECTING THE CITY MANAGER OF UNIVERSITY CITY TO ENTER INTO ON BEHALF OF SAID CITY A CONTRACT WITH ST. LOUIS COUNTY, MISSOURI, FOR VECTOR CONTROL SERVICES.  
*Bill Number 9392 was read for the first time.*

## N. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed

2. Council liaison reports on Boards and Commissions

Councilmember Carr stated that the Stormwater Taskforce is in the process of writing their report; which contains recommendations as well as the data that they've collected. She believes it will be done within the next couple of months.

3. Boards, Commissions, and Task Force minutes

4. Other Discussions/Business

## O. CITIZEN PARTICIPATION (continued if needed)

## P. COUNCIL COMMENTS

Councilmember McMahon stated that he was glad that a resident read something that he posted on social media. A resident asked what they should do about a nuisance and that they should do so he directed them to what the City website to find the information. He said that's part of what Councilmembers do. It's not a new program, it's been around a long time and it works. He wasn't taunting it as something new. When people call him, the first thing he tells them to do is call the hotline; one because it's anonymous. People usually call him back to say thanks "it got mowed". It just happened up on Tulane by the golf course, he spoke with residents, checked up on it, the problem was in system and the problem was taken care of and people called to say "thanks it worked".

It does work in the 3<sup>rd</sup> Ward; he's received calls for abandoned cars, long grass and the same system worked.

Why it hasn't worked with these fifteen incidents; I can't say. But that's the process; call the hotline, if that doesn't work, call one of the Councilmembers, call City Hall, and talk to the City Manager. If that doesn't get it; come to Council meeting; so we can step and get the customer service that we have to deliver through the City as best we can. Councilmember McMahon stated that he knows it because residents have called to say it worked, the car is gone.

Councilmember Smotherson stated that he passed on Councilmember McMahan's post, and placed on next door. At lot of things get done in the 3<sup>rd</sup> Ward; we have problems but they get addressed. If we get a call we jump on immediately and staff and the City Manager are absolutely responsive to issues. There are some problems but there is a process called "due process". We have to give citizens due process.

Councilmember Smotherson stated that we have a great city. We have a development going on and he's frustrated at the recent Riverfront Times article that wasn't favorable. He is looking forward to the City being responsive with our own narrative. Our narrative is a lot different than what is being reported and they are not doing a good job and it's not fair to the City. The development is a great thing for University City.

Councilmember Hales stated he wanted to recognize one the residents, his neighbor, Kye Pietoso and the family's restaurant, Café Napoli in Clayton. Last Wednesday, he delivered dinner for 20 to the U City Fire department, which was well received. They had the biggest shrimp he's ever seen. It was a pleasure to be there with them.

E - 1 - 8

Councilmember Hales thanked Kye for very nice event with our fire department.

Councilmember Cusick reminded everyone about the annual U City in Bloom Plein Air event will be held on Sunday, September 26<sup>th</sup>. Artists are invited to go out into the neighborhoods to paint pictures in many of the gardens around the area of Brittany Woods. Cindy Thierry, Councilmember McMahon's wife's garden will be on the tour. Following the tour, there will be a reception at the Community Center with food and beverages and the art work will be on display for sale at 5:00 p.m.

Councilmember Carr stated that she should have thanked Rosalind Williams for her long service on the Plan Commission. She recently resigned and Mark Harvey is going to take over for her. She not only served on the Plan Commission for many years, she also stepped forward to act as the Interim Community Development Director at a time when we needed it. Thank you to Rosalind.

Mayor Crow congratulated the University City School district, the Superintendent and staff of Flynn Park Elementary school for being honored as Bayer School of Excellence. The school will receive a 2,500 grant, 8 new laptops and coverage in the St. Louis American newspaper. The Mayor sent a shout out to Jason Wells, the football coach at U City Sr. High school, he and his team put together 750 donated backpacks for kids in need.

- Q.** Motion to go into a Closed Session according to Missouri Revised Statutes 610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives or attorneys and (3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded, and (13) Individually identifiable personnel records, performance ratings or records pertaining to employees.

Councilmember Carr moved to go into a Closed Session; it was seconded by Councilmember Cusick.

Roll Call Vote Was:

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

Nays: None.

Councilmember Clay was excused.

**R. ADJOURNMENT**

Mayor Crow closed the regular City Council meeting at 7:32 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 8:27 p.m.

LaRette Reese  
City Clerk

Leif Johnson  
836 Barkley Square  
U. City, MO 63130

## **Wasn't the Former Chancellor of Wash. U., Head of Better Together?**

Has it been a year since the Post-Dispatch ran the biggest P.R. campaign in their history for Rex Sinquefield's Better Together, the plan to eliminate local government. Wasn't the former Chancellor of Washington University the chairman of this effort?

Despite lining up the top cats in town, and plumping it for weeks, (in addition to all the years-long stream of columns by Tony Messenger) and adding TV, (including Public Television), and radio, it just didn't fly.

With financial stakes of hundreds of millions, or probably billions, the architects of the County Government must have had a back-up plan. Indeed they did. It was called the Freeholder's Plan. The mayors who wanted this on the ballot said that the Better Together plan was flawed because it allowed out-state voters to vote on a measure that only affected City and County voters. What they didn't tell you was that in the vote on a similar plan in 1966, the out-state voters rejected it by a plurality even greater than in the City and County.

**Under the State Constitution, the only thing the Freeholders can do is combine the City and County. Well, that was exactly what Rex Sinquefield wants.**

Of course the voters could turn down the Freeholders too. But with all the efforts that some mayors and city councilmen have made to put Freeholders on the ballot, there will probably be no organized force left to say "Vote No". Sinquefield wins. So, get ready to bail out the City bonds, build the soccer stadium, "revitalize downtown", build sports complexes, build a marina, build recreational or theme parks along the river, subsidize or build new hotels.

Now back to Wash U. which is taking over the Loop to reap tax free real estate income. How would they feel about local government? Well, for their purposes it is very inefficient. It might oppose, slow down, or even halt their plans. So it is understandable that Wash U. would like to get rid of local government, especially the one in University City.

Another way for Wash U. to win is to bring back Shelley Welsch, or her friends, to continue her "hands off" policy towards Wash U. Like Freddy Kreuger, Shelley is coming back. Of course our candidates will run a "clean and positive campaign" and not criticize Shelley, her vicious slandering, undemocratic behavior, corruption and inveterate lying.

Welsch's friends will campaign on opposing the TIF project. Isn't it a pity that no one researched who organized that "community" protest? Was there a connection to Wash U.'s Brown School of Social Work?

**JOINT STUDY SESSION  
OF THE UNIVERSITY CITY COUNCIL AND  
THE LOOP SPECIAL BUSINESS DISTRICT BOARD**  
Heman Park Community Center  
975 Pennsylvania Ave.  
**September 23, 2019**

**AGENDA**

Requested by the City Manager

**1. MEETING CALLED TO ORDER**

The Joint Study Session was held at the Heman Park Community Center, on Monday, September 23, 2019. Mayor Terry Crow called the Study Session to order at 5:32 p.m.

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

Councilmember Steven McMahon  
Councilmember Paulette Carr  
Councilmember Jeffrey Hales  
Councilmember Tim Cusick  
Councilmember Stacy Clay  
Councilmember Bwayne Smotherson (Excused)

Commissioner Joe Edwards  
Commissioner Mike Alter  
Commissioner Wendy Harris  
Commissioner Steve Stone

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

**2. CHANGES TO REGULAR AGENDA**

Mayor Crow informed everyone that both people scheduled to be sworn are not in town and will not be present tonight. Hearing no other changes Mayor Crow turned the meeting over to City Manager Rose.

**3. LOOP SPECIAL BUSINESS DISTRICT OPERATIONS / DISCUSSION**

City Manager Rose stated his role for this meeting would to be a facilitator in trying to get an understanding about the Loop's operations and how might the City assist with those operations. Some changes have occurred in the past 18 months, which may have helped keep some administrative things from falling through the cracks.

There are 2 critical questions to talk about:

1. What are the expectations for the LSB? This forum will allow the Council and the board to work collectively to set the expectations.
2. How do we achieve the expectations?

WHAT:

- Comply with City Codes:
  1. Create/Provide a Strategic Plan to Council
  2. Create/Provide Annual Report
  3. Recommending an Operating Budget
  4. Meetings must be consistent with the laws governing the meeting – State Statute and City Code
  5. Agendas and Minutes – Comply with rules for quasi-public governmental body

HOW:

- City's Assistance (Temporary)
  1. Legal
  2. Finance
  3. Administrative Assistance (Agendas, Minutes, Posting)

**Q: Mr. Rose asked if assistance was needed in this area?**

**Q: Commissioner Edwards asked if/and when have the agenda/minutes not been posted in the appropriate legal time?**

A: Mr. Rose stated if the board will continue to be responsible for the agenda/minutes posting; the City could pull back on the item. Mr. Rose stated that he believes perhaps the City Clerk should be involved to ensure that all of the legal requirements are being met. Perhaps the City Attorney should be involved. In the past there was some question about if the meetings fully complied with the law.

A: Commissioner Edwards stated there are some things they need to pick up the pace on but the items regarding posting, they have always complied with the requirements of posting the agenda 24 hours in advance if the meeting and the minutes are there and floated around each month.

**Q: Mr. Rose asked who is the keeper of records? If someone asked for a sunshine request; who does that go to? It's kind of rhetorical, but these are the kinds of issues or areas where we have identified some weakness with the LSBDO operations. When a sunshine request was made it wasn't very clear as to who would fulfill such request.**

A: Commissioner Edwards stated this is a reasonable request, but he believes that is different from the meeting postings.

Mr. Rose clarified that he is asked if the Board believes this assistance is needed? If not we will move forward.

Commissioner Edwards stated it would be great to have a keeper of records connected with City Hall.

- Assistance with legal... dose that make sense?

Mr. Rose stated assistance will be provided in this area.

- Assistance with finance... dose that make sense?

Commissioner Edwards stated that they have hired an accounting firm to help bring everything back up to standard. They are working with City Hall to confirm everything

for the past 12 months. He stated that legal is always welcomed. Finance is welcomed too; progress is already being made in this area. They are kind of waiting on the City to put the final pieces together for the report.

Mr. Rose stated he looks at finance from two different perspectives:

1. Are we able to reconcile on a monthly basis, the revenues and expenditures?
2. Do all of the expenditures have all of the backup documentation needed should an audit be required?

These are the areas that some weaknesses have been identified. The City can provide assistance with this area.

Commissioner Edwards stated the assistance would be welcomed. Every year there is a dollar amount in the budget for U City's audit. He stated that nothing has ever been found wrong that he is aware of.

Mr. Rose asked once we get through how the board should operate; what other objectives should the LSBSD have? What is the expectation of the LSBSD?

Councilmember Carr stated that all of us want to see the Loop succeed. The LSBSD is the governing or guiding body that helps to make that happen. Aside from complying with the Code, she would like to see a buzz about the Loop. Typically that happens because there are events, street type events that drove people to the Loop. People came not necessarily for eating or shopping but for the fun; because St. Louis loves a party.

She would also like to see some administrative things done, so that the annual report is done and the comprehensive plan is made and updated. Also some kind of substantive treasurers report, more than just a bank balance report.

Councilmember Carr stated as bit of history; University City has long invested in the Loop. Giving money for infrastructure as well as money for events; a good portion of the EDRST goes to the Loop to help it succeed. For whatever reason, be it the recession, following by the construction or other things; we need to focus on bringing the Loop back up and stop making excuses and get the buzz going again.

Mr. Rose reconfirmed the events and financial reports are expectations; Councilmember Carr said yes.

Commissioner Alter stated that he thinks about safe streets and security; making sure people who work in or guests that come to the Loop feel safe and comfortable on the streets at all times.

Also a conceptualized marketing plan would be beneficial; something that targets a schedule; something that creates, recreates or emphasizes the identifying piece of the Loop.

Councilmember Cusick stated that he would like to see a comprehensive marketing plan that compares the Loop to other metropolitan areas throughout the St. Louis area. To see what the pros/cons are and what the perceptions are of the Loop, and develop a strategic long term plan. In terms of events, perhaps having spaces rented for events.

There seems to be some vacancies that are noticeable when people drive down Delmar; it seems to be more than in the past.

Councilmember Cusick said he would like to see a full-time Executive Director or Administrator that could work in the University City Delmar Loop portion to be able to put on the events and to carry out the marketing once the comprehensive plan is created. He believes this position should be full time and that responsibilities need to be clearly laid out and defined.

Mr. Rose stated that once we determine what the expectations are; we can then discuss the “how” we accomplish the things that you consider to be important.

Commissioner Edwards stated that a timelier vote on the EDRST funding would be helpful in planning for long term bigger events. It would be great to have that part of the budget passed in June.

Mr. Rose said the EDRST funding will be connected to how we achieve the expectations.

Councilmember Carr stated that the books were not straight and was difficult to read this year, that was the problem. And there was some reconciling to be done regarding EDRST. Both partners have to be timely and there have been some problems.

Mr. Rose stated when we get to the financial report portion of the discussion we can determine how often you want the LSBD to provide financial reports to the Mayor and Council.

### **Events:**

**Q: Mr. Rose asked how many and what type of events would we like to have? The more we can drill down and gain clarity, the better it is for everyone.**

A: Commissioner Harris stated she would like to see something quarterly. Not all have to be major. She stated that she was new, having only been here one year; she found the spots on Fox2 news to be helpful. The media really help promote the businesses. There are a lot of out-of-town visitors but she is hearing local people say “they didn’t know she was there and that they hadn’t been down in a long time”. They were pleasantly surprised at how nice the Loop is.

Commissioner Alter stated that they have wanted more events for many years. Maybe we start with 2 or 3. Currently the Ice Carnival has been a fantastic event, well organized and displays the Loop in a wonderful light. He believes that many members of the board would like to do more events, but that’s hard to do when you don’t know what the budget will be. We don’t know if we will have funding to support 1, 2, or 3 events. There’s no set marketing campaign to promote the events and just as importantly, this is a group of volunteers. Everyone is running and working in their own business but they care about the street and have passion for the street but they need help. The center point for him is how do we execute? The backdrop is not only financial, but it’s people power and security; who pays for that? Getting to a place of doing more events means that we start with today’s conversation and figuring out how we knock off a few of the points or we will be saying 4 events for long, long time and not getting there. He believes we can get there and this is a good first step.



Mr. Rose asked if and clarified that 4 events are reasonable to do.

1. Ice Carnival
2. Taste of the Loop
3. Loop in Motion

Commissioner Edwards reminded everyone that there are many smaller events that get quite a bit of attention and publicity all the time. He stated that he would challenge you to find any other neighborhood in the Metropolitan area that gets as much publicity as our smaller events. Be it the Walk of Fame Induction ceremony, or Loop Arts Fess and the other events that the new executive director is planning for holidays like holidays in the Loop with Santa, Pictures with Pups, Christmas tree lighting or Kwanzaa celebrations. Events like the Afterglow event, Get Looped, Halloween Scavenger Hunt which gets people in the stores and not just on the streets.

Mr. Rose stated there are 2 issues, is it a major event that will need a lot of lead time to plan, like a musical event; something like Loop in Motion, or is it a minor event?

Commissioner Edwards suggested a combined event for Loop in Motion and a Taste of the Loop might be the next best event to work on. He would also like people to remember all the events that the individual businesses put on; gallery opening night or musical events that happen anyway.

Commissioner Alter agreed that there are events happening in the Loop; the success of Ice Carnival is a backdrop to see what the Loop is capable of. If possible he would like to create another similar event. It seems Loop in Motion would be the natural next event for the fall and it has been proven successful for many years.

Mr. Rose stated that everyone is interested in a thriving Loop and part of what's driving this discussion is that at one time the LSBDD generated about 20% of the sales taxes and today it's about 17%. How do we bring people to the Loop or back to the Loop if they've been here before? Events are one part and another part is making sure it's safe.

Councilmember Carr stated that she sees a difference between an event and a promotion and she has seen a lot of promotions; like Get Looped. Each business is saying you'll get a special deal if you come into the store. An event is something that is happening in the area, and maybe I'll buy something to eat or walk in a shop. This brings a different kind crowd; we want families to come to Loop. We use to have Fair in the Square...what happened to that event?

Commissioner Edwards stated that the churches that supported that event over the years dissipated. It was a great event; it brought in 30,000 people and it just went by the wayside. It was hard to keep it up and that was a time when other neighborhoods didn't have events. But there are other events; Tivoli is going to show the 75<sup>th</sup> anniversary of Meet Me in St. Louis and Margaret O'Brien will be there. She's 82 and she was 7 when she got the miniature academy award.

Councilmember Carr said she agreed but you have to buy a ticket for those types of things or for the Pageant. She is looking for an event that will bring people in and re-introduces them to the Loop. She wants to differentiate between a promotion and an event. The businesses do lots of things; Dan Wald is having an attic sale but we need something to get people thinking that the Loop is such a fun place and they're having an event and want to go. St. Louis really does love a party. We need to make it a destination place and not just to have dinner or a movie.

Commissioner Stone asked how the smaller events are underwritten? Do we have any idea of what their aggregate cost is? Commissioner Edwards stated the Treasurer could get that information. There seems to be some resistance because of the effort that is required and the lack of funding. If funding becomes available; that issue goes away right?

Mr. Rose stated that you could have the same event twice a year. It seems we are looking for events that would be comparable to the Arts Fest that Clayton just recently had. The idea is to really bring people back to the Loop to reenergize it.

**Q: Councilmember Carr asked how was Chalk the Loop received?**

A: Commissioner Edwards stated that it's a fairly narrow event, some people come in for it but he's not sure it's a big draw.

Commissioner Alter said for events to be successful; they need a champion to support it. Joe does a ton of work for the Ice Carnival; with his personal time commitment, there would be no Ice Carnival. Another local person did Chalk the Loop who made it successful but he was not able to continue the effort, so it fizzled a little bit. We all want events and there's enough talent and effort to do them, but we don't have that narrow minded focus and a budget to allow it to continue. If we decide to do a big event, it can't just be for one year, we need to do it for several years to build an identity; much like the Ice Carnival has done over the years.

Commissioner Edwards reemphasized the point about security; saying that it is possibly the biggest reason for slower sales in this part of the Loop because of broken glass after the Stockly verdict and it's hard to overcome that, it takes several years. Every decade there's always been something disastrous in the Loop; whether it's tons of kids coming in but it's pretty much solved with the Shell station construction. We have to somehow get the message out to the public and the media that is one of the safest streets in the Midwest.

Councilmember Hales stated he believes there are two issues that need to be addressed; one is the optics/perception that the Loop is inaccessible because of parking and that it's not safe. Both of these are unfounded perceptions, he has no problem parking when he goes to the Loop and he feels perfectly safe.

### **Financials:**

Mr. Rose asked how often Council wanted to receive financial reports and also asked the Board how often they believed they could generate financial reports.

Commissioner Edwards stated that the board has just recently voted to require the accounting firm to provide quarterly reports to not only the board but also to the City Clerk, City Hall and any Councilmembers who want to receive them automatically. Monthly reports would cost more money and may not be accurate.

Mr. Rose stated that one issue that has come to light in going through this process of reviewing the LSBDB books is making sure the backup documentation is there; like the invoices. We can look at the bank accounts and see what the expenditures are and check where but there is a weakness with the invoices being attached to the payment.

This might be an area where the City could work with the accounting firm that the LSBDB recently hired to provide assistance. Would there be any resistance or concerns about having the LSBDB's expenditures go through the City's process? The Finance Director has indicated that the impact of the having the LSBDB expenditures/reporting go through the City system would be pretty minimal. If this is something the Board is receptive to, we could easily integrate the systems.

Commissioner Edwards stated that he personally thinks would be good.

Commissioner Stone stated if it saves the LSBDB money; it would be good.

Councilmember Carr stated that this year in trying to reconcile the books; it has taken a great amount of staff hours. If we maintain the books and not have to go through this process, ultimately it will cost the City less. And the LSBDB will know exactly what they have, what the revenues are and what the expenditures are. The current books were not understandable to her and the finance department spent a lot of time on this issue. She would like to reduce the amount of time spent on trying to reconcile so she believes it's a good thing that we are offering this services to LSBDB.

Mr. Rose believed that this will expedite the release of funds because we can't release funds to the LSBDB until we reconcile the prior year records. This will be helpful from the perspective that you will be able to spend money quicker.

In conclusion:

- Quarterly Reports
- Expenditures through City system

How:

### **Marketing Approach:**

**Q: Should the marketing plan be separate and apart from the strategic plan? Are they two different things or can the marketing plan be tied to the strategic plan?**

Councilmember Carr stated the strategic plan gives a look ahead. The marketing plan should be tailored to the strategic plan, unless you decide the strategic plan no longer fits what you want to do. The marketing itself is how you get the word out. Even if it's uncomfortable; making sure you have the first foot in before somebody else does.

There are several layers to the marketing plan but fundamentally; you need to know where you're going and what you want.

Commissioner Edwards stated he sent out RFP's for the strategic plan to 6 or 7 different firms with a return deadline of September 25th; and a review and discussion to be done sometime in October.

Mr. Rose stated for purposes of the Marketing Plan:

- Separate from the Strategic Plan
- Cost
- Coordination

Mr. Rose stated regarding coordination; we discussed 4 key areas of operation; now how do we get these things accomplished?

WHO: LSBDD

1. Events
2. Strategic Plan
3. Marketing Study
4. Financial Report

Commissioner Stone stated 3<sup>rd</sup> party help is needed and there is a cost associated with that. It doesn't mean that we're delegating the responsibility to a 3rd party; it would still involve the Board and the City should be involved as well. The funding could come from a variety of places, most likely from EDRST's funding. What kind of money has been allocated for a strategic plan? It seems to be very small and driven by the need to check a box but it sort of handicapped by the pricing on it. He's not sure we will get anything that offers anything profound. Whether the plans or done together or separately, they should be done in a way that produces something meaningful; that either supports some of ideas that were shared during this meeting or expands upon them.

Mr. Rose stated that 2 options have been discussed;

1. Hiring a 3<sup>rd</sup> Party
2. Hiring Executive Director

How we deal with these issues may vary. How we deal with it on a temporary basis and how you deal with them on permanent bases might be vastly different. It seems that initially, these are items you desire to move forward with sooner rather than later; there was consensus in the room. With that in mind, we're likely look at temporary bases. Once the proposals are received, someone will need to go through them, do their due diligence to make a recommendation to LSBDD.

**Q: Councilmember Carr asked Mr. Rose to explain how the strategic plan is going to be paid for? Council did put in it the budget, but people may not understand how it's going to work.**

A: Mr. Rose said that was correct. The strategic plan will cost between 15-25 thousand dollars which has been allocated out of the fund balance for the LSBDD. We believe fund balance is close to 150 thousand dollars.

**Q: Councilmember Clay asked Mr. Rose share a bit about the current staffing configuration; understanding there is currently an Executive Director with an allocated portion of time for the “West Loop”. What is that person’s capacity?**

A: Mr. Rose stated that today’s structure is that of a 3<sup>rd</sup> Party scenario. The LSBDD has created an MOU with the East Community Important District (ECID). The ECID has an Executive Director, the LSBDD contracted with ECID for certain services that the Director would perform for the LSBDD. The MOU is very clear as what responsibilities that individual has.

**Q: Councilmember Clay asked if financial reporting and events were a part of those responsibilities?**

A: Mr. Rose stated that he believed events are included but he’s not sure about financial reporting. Perhaps not the number of events that are being proposed now, or the complexity or number of events discussed tonight. It’s a very different definition of events.

Commissioner Stone said he thoughts regarding 3<sup>rd</sup> Party help, would be a group that could work with Joe, Michael or Dan Wald, the guys that have been working this street for a long time and a person working on events to develop more of a vision than a plan. He sees the person we have now as somebody who can jump in and make recommendations, like Joe would, but as somebody who implement the plan. We might benefit from some visionary younger people who are in the marketing world, who could introduce new ideas. Perhaps the check if the Loop in Motion event or a fair is the right thing, we could get input from their perspective. The Director is someone who works to make sure these events are a success.

Commissioner Edwards stated the goal at one time was to have a Director as well as a Deputy Director for whole Delmar Loop, so that someone is in town year round and is well versed in what’s going on. The hope was to have one unified Loop Director and not two.

Mr. Rose said he wanted to clarify the LSBDD does not have an Executive Director.

Councilmember Carr stated that was correct.

Commissioner Edwards stated that legally that is correct but that the person is doing everything for both parts.

Mr. Rose said the from a practical sense, the structure in place today is more of a 3<sup>rd</sup> Party, where you contract with East CID for services.

Mr. Rose said in conclusion, all of these items are important. A 3<sup>rd</sup> Party is the most reasonable approach for getting this accomplished at lease on a short term bases. To summarize:

- Are you looking for fresh people or are you comfortable with the arrangement that exist with MOU?

Councilmember Carr stated that her perspective she understands that we’ve asked Ms. L’Ecuyer to consider doing some other things and that she will discuss with the East Loop. We share a street but we are two separate governing entities; we should

coordinate and collaborate but we have very different needs. She would like to see an Executive Director; a CID is being looked at but what if that doesn't happen? Right now we have the LSDB, which we like because businesses have some input. There are too many things that are not being done and it's not fair to push it off on the City.

Mr. Rose stated that he wanted to be clear about what role the City would have; legal, financial assistances and administrative support.

- Questions remain regarding what the 3<sup>rd</sup> Party should look like.
- On a permanent bases, there's a desire to have a separate Executive Director

#### 4. Adjournment

Mayor Crow thanked everyone for coming and adjourned the Joint Study Session meeting at 6:12 p.m.

LaRette Reese  
City Clerk

DRAFT



## Council Agenda Item Cover

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**MEETING DATE:** October 14, 2019

**AGENDA ITEM TITLE:** Economic Development Strategic Plan Consultant

**AGENDA SECTION:** Consent Agenda

**CAN THIS ITEM BE RESCHEDULED?:** YES

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**BACKGROUND:** As directed by City Council in the Economic Development Work Plan, an RFP was prepared to solicit proposals from consultants to prepare a city-wide economic development strategic plan. Eight proposals were received and the Economic Development Retail Sales Tax (EDRST) Board voted to bring in three for on-site presentations – The i5 Group, Future IQ and TIP Strategies. The City Council, EDRST Board and staff heard these presentations on September 17. The i5 Group is being recommended to prepare the Plan.

The Strategic Plan will be funded through budgeted EDRST Fund Reserves carried forward from FY 2019 for \$75,000. The consultant quoted a cost of \$98,910 in addition to reimbursable expenses up to \$5050 for a total project budget not to exceed \$103,960. While this is over the budgeted amount, there are sufficient fund reserves available to cover the additional cost.

The City advertised for proposals and opened bids May 10, 2019; the tabulation of bid proposals is as follows:

<b>Consultant</b>	<b>Base Bid Price</b>
Angelous Economics	\$100,000
Better City	\$88,475
Capital Consulting Services	\$36,000
Community Growth Strategies	\$70,000
Future IQ	\$100,000
I5 Group	\$103,960
TIP Strategies	\$100,000
Willdan Financial Services	\$117,000

**RECOMMENDATION:** City Manager recommends that the City Council approve the award for the Economic Development Strategic Plan preparation to The i5 Group in an amount not to exceed \$103,960.

**Attachment:**  
I5 Proposal








Neighborhood  
to the World  
University City

# Proposal

for:  
University City  
Economic Development Strategy

May 10, 2019



Submitted by:

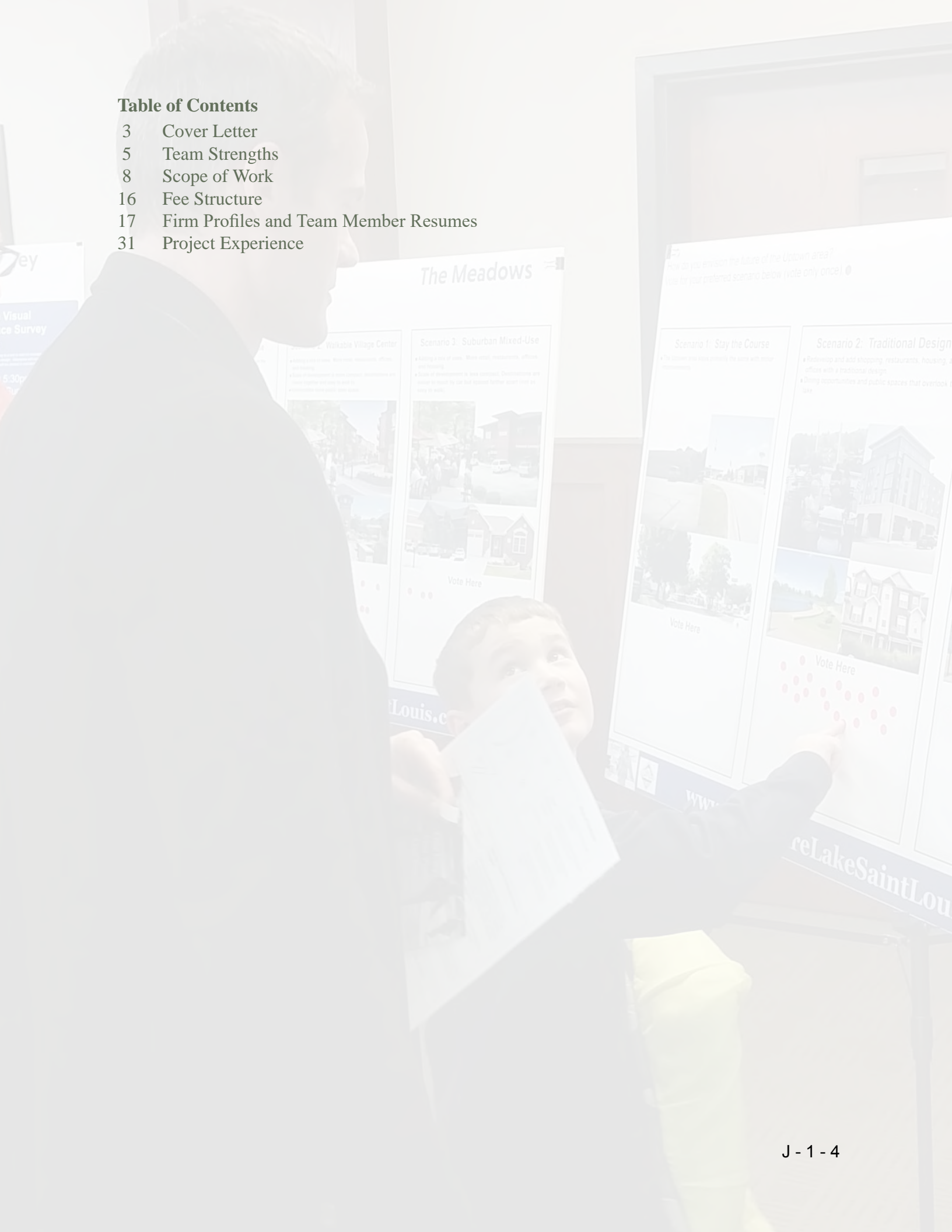
The i5Group LLC  
4818 Washington Blvd.  
Suite 203  
St. Louis, MO 63108  
www.thei5Group.com  
314-265-3178

In association with:  
Colliers International  
Community and Economic  
Development Solutions



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May 10, 2019

Libbey Tucker  
Director of Economic Development  
City of University City  
6801 Delmar Blvd.  
University City, MO 63130

**Re: Proposal for the University City Economic Development Strategy Plan**

Dear Ms. Tucker,

The **i5Group LLC**, in association with **Colliers International and Community and Economic Development Solutions (CED-Solutions)**, are excited to submit our proposal for the University City Economic Development Strategy Plan.

We look forward to working with the City to position University City for continued economic success over the coming decades. While the future can never be completely predicted, communities can better position themselves to manage change and leverage their strengths.

Our team is uniquely suited to assist the City in developing a successful Economic Development Strategy. The following pages describe in more detail our team's strengths. Below are a few highlights:

**Realistic Implementation and Placed-Based Approach**

The i5Group, as the prime consultant, has worked with communities across the region in developing realistic long-term solutions. We understand that communities need more than recommendations, they need implementation strategies that are actionable and match the e also bring a placed-based approach to economic development. This is especially important for the next generation of retail as consumers demand more of a place-based and experiential shopping experience.

**Robust Economic and Market Analysis**

Colliers International will take the lead in analyzing existing conditions including the assessment of economic conditions and the market analysis. Colliers International is an industry leading global real estate company that operates in 68 countries with over 15,000 skilled professionals. The mission of Colliers is to be a leader in global real estate services through a culture of service excellence, expertise, and community. Their research is rooted in their experience in global real estate.

**Leveraging University City's Assets for 21st Century Growth**

Jacqueline Davis-Wellington, Managing Partner of CED-Solutions, previously served as Executive Vice President and for the St. Louis Economic Development Partnership. With CED-Solutions partner Elizabeth Noonan, Jacqueline brings regional knowledge and expertise of economic development trends. CED-Solutions bring unmatched experience to best leverage University City's assets for 21st Century Growth.

We look forward to working with the City on this exciting plan to develop an Economic Development Strategy for University City.

Sincerely,

Stephen Ibendahl, ASLA, AICP  
Principal, The i5Group LLC  
314-265-3178 / stephen.ibendahl@thei5group.com

J - 1 - 5

The i5Group working with community stakeholders on a recent project.



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# Our Team: Robust Economic Assessment and Market Analysis

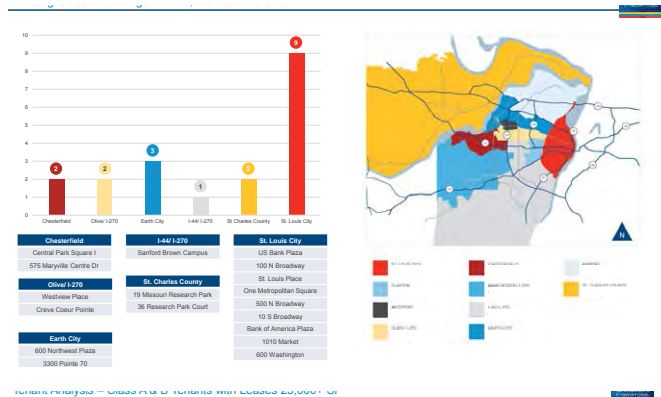


Colliers International is an industry leading global real estate company that operates in 68 countries with over 15,000 skilled professionals. The mission of Colliers is to be a leader in global real estate services through a culture of service excellence, expertise, and community. Colliers International believes that market insight is the essential ingredient in all the services we offer. Our goal is to use our market expertise and knowledge to accelerate the success of our clients and partners. Through our Research Department, we track trends, absorption, vacancy and demographics data, and make projections to help you make critical decisions.

Collier's St. Louis Market Research team continuously source and analyze industrial and office data throughout the St. Louis region. Allison Gray is Collier's Director of Research and has been in the industry since 2010. Allison performs economic and statistical analysis to develop accurate and timely

*"Colliers International will use workforce data, demographics, regional asset maps, business climate information, commercial real estate market data and historic transaction databases to determine the current market conditions of Fairview Heights and will focus on how it can be strategically positioned to promote economic development and sustainability."*

market data. Allison will implement a research and analysis strategy to evaluate the current economic conditions of University City. Examining the factors that dictate market demand, we will focus on the ability of University City. to maintain a robust employment base and to attract companies & top talent to the region. Colliers International will use workforce data, demographics, regional asset maps,



Expiration Year	Total SF	# of Leases	Average Size	# of Class A	# of Class B	# St. Louis City	# St. Charles County	# St. Louis County
2017	1,207,481	19	63,550	17	2	2	0	17
2018	1,662,704	20	82,335	21	0	0	1	22
2019	2,306,913	30	76,897	20	10	4	1	25
2020	568,914	14	40,494	9	5	4	1	9
2021	1,603,316	24	70,559	22	2	0	0	18
2022-2025	3,414,369	54	63,230	27	9	14	2	38
2026-4Q	1,392,723	10	139,272	5	1	3	0	7
<b>Total</b>	<b>12,233,478</b>	<b>180</b>	<b>67,264</b>	<b>121</b>	<b>37</b>	<b>41</b>	<b>5</b>	<b>134</b>



Examples of past analysis by Colliers International.

business climate information, commercial real estate market data and historic transaction databases to determine the current market conditions of University City and will focus on how it can be strategically positioned to promote economic development and sustainability. Demographic, housing, and economic (e.g., labor force and business growth) data will be evaluated using the latest available information from a wide range of public and private sources, including the U.S. Departments of Commerce and Labor, Esri Business Analyst Online, and others. An inventory will be created based on current building stock, occupier data and business type. We will examine how land is currently being used and if any areas are underutilized. Existing land use will be compared to market projections for population, housing and economic development to determine if land is being used effectively to meet market demand and future needs for various real estate products.

# Our Team: Leveraging University City's Assets for 21st Century Growth



Community and Economic Development (CED-Solutions) is an economic and community development consulting firm that helps communities understand their markets and develop strategies around real estate development and redevelopment, job creation, enhancing innovation and attracting and retaining business. Founded by the former executive leadership team of the St. Louis Economic Development Partnership, we have successfully delivered economic strategies and programs for distressed real estate, economic diversification, regional entrepreneurship, international trade development and defense adjustment, among others. Our team also understands successful implementation because we've done it. To be successful, an economic development strategy must produce measurable economic investment and growth, employment opportunities and physical and social community assets.

CED-Solutions will help provide analysis and recommendations for University City's economic development strategy based on the findings of our team's economic assessment, demographic research and market analysis as well as research into the City's current economic conditions and infrastructure (major employers, start-up activities, local economic development partners, current initiatives etc.). The CED-Solutions University City team will include Jacqueline Davis-Wellington and Elizabeth Noonan. Jackie serves as Managing Partner of CED-Solutions, responsible for overall coordination of all projects and staff. She brings extensive experience in all aspects of major strategic planning activities along with real estate development/construction and project management. Beth brings over seventeen



Jacqueline Davis-Wellington and Elizabeth Noonan have successfully delivered economic strategies and programs for distressed real estate, economic diversification, and regional entrepreneurship.

years of experience in economic and community development with significant focus on real estate and community redevelopment and innovation and entrepreneurship initiatives.

Grounded in a thorough understanding of local conditions, we will apply our experience and research into national and regional trends to identify growth opportunities for University City in light of its strengths and challenges. The ultimate intent of this SWOT analysis is to develop a strategy that aligns local strengths with broader regional geographic opportunities and is supported by national trends and demands. Key aspects of the analysis will include recommendations for growing and retaining existing businesses; opportunities for attracting new businesses that complement the City's strengths; supporting innovation, entrepreneurship and small business development; enhancing the local talent pool; and developing or strengthening local and regional partnerships that will advance the local economy, all in a manner that maximizes equitable growth and opportunity. We will also provide strategic input into the development of the place-based growth strategy applying best practices for real estate and economic development. Additionally, based on our review of the City's existing economic development infrastructure (staffing, incentives and development tools etc.), we will assess the City's current capacity to oversee strategy implementation and make recommendations for augmenting that capacity, if needed.

"Our team understands successful implementation because we've done it."

# Our Team: Place-Based Approach and Realistic Implementation

The i5Group, as the prime consultant, has worked with communities across the region in developing realistic long-term solutions. We understand that communities need more than recommendations, they need implementation strategies that are actionable and match the capacity of City staff and leaders. Part of realistic implementation is understanding other local and regional economic development strategies.

We will bring a place-based approach to economic development. This is especially important for the next generation of retail as consumers demand more of a place-based and experiential shopping experience. An example of our place-based approach is our recent comprehensive plan for the City of Lake Saint Louis. The i5Group recommended a mixed-use focus for the struggling Meadows shopping center. Working with residents to determine the community's vision for what "mixed-use" actually meant and what was feasible from a market perspective, the final plan recommended office and high density residential within a walkable environment. Within six months of the plan's adoption, a 220-unit apartment complex was proposed for the Meadows site. The plan also

recommended strategies and created a vision for redevelopment of the Uptown district of the City.

University City already has a strong place-based approach to development. The Loop and the numerous neighborhood business cluster have a wonderful sense of scale and place. We will examine ways to further place-based approaches in other areas of the City. Node identification and place-based strategies will allow the City to better focus resources for specific economic development opportunities.

Below: The i5Group used a place-based approach to the land use and economic development recommendations for the City of Lake Saint Louis Comprehensive Plan. The plan recommended a mixed-use focus for the struggling Meadows shopping center. Within six months of the plan's adoption, a 220-unit apartment complex was proposed for the Meadows site.



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# Scope of Work

## Task 1. Assessment, Benchmarking & Evaluation

The i5Group Team will conduct an economic analysis of the City of University City and its economic relationship to the surrounding Metropolitan Statistical Area (MSA). The purpose of this analysis will be to help the City of University City to better understand its economy in the context of the larger metro area in order to identify unique opportunities for economic development, to recommend how to best position municipal resources for the future, and to suggest potential regional synergies for economic growth and

The i5Group Team will review relevant previous economic studies (e.g., the Comprehensive Economic Development Strategy developed by the Southwestern Illinois Metropolitan & Regional Planning Commission), reports and other related information provided by the City of University City to ensure that the Economic Development Strategy builds upon and coordinates with other economic development research. To the degree

requested by the i5Group Team. The City will also provide information regarding its current

budget, as well as provide relevant information about its local economic development partners. Historical parcel data (from the City or St. Louis County) with appraised values will be particularly

useful to identify economic nodes in the City. The assessment, benchmarking and evaluation portion will include:

### Demographic Analysis

A considering such factors as population, household income, wealth and credit levels, impacts of poverty, education levels, property values and trends in property ownership, skills gaps, joblessness, underemployment, and race for up to the past ten years.

### Local (City) Economic Assessment

A detailed analysis of the City of University City's economic base, including:

- Large Tier: Overview of the City's economy and the drivers responsible for the majority of the economic activity in the City including, at minimum: the private employers with the largest number of employees in the City; largest government employers in the City; industries that are employing the most people within the City; employers that employ the most City residents, to the extent made available to the City or the i5Group Team; businesses that produce the most sales tax revenue for the City; businesses that produce the most earnings tax revenue for the City; and identifying sectors of the economy that produce the most employment and generate the most tax revenues to the City.



The i5Group facilitating a stakeholder / focus group meeting.

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- Small Tier: Overview of the micro-enterprise, small business and innovation economy components of economic activity within the City.
- Analysis of economic trends to determine their impact on University City's future economic advantages and challenges.
- **Regional** position within the greater MSA and region, how the shared economies interact, and how each business sector contributes to the local economy.
- Strength/Weakness/Opportunity/Threat (SWOT) analysis to identify major strengths, weaknesses, opportunities and threats in the market, particularly as they compare to similar, competitive (or emerging) markets.
- **Systemic** evaluation of exposure to systemic risks.

### Economic Development Ecosystem

Evaluation of relevant existing reports, initiatives and resources to ensure that the economic development strategy's recommendations are properly informed, including:

- Existing reports and relevant recommendations (e.g., Comprehensive Plan)
- Proposed developments in University City and adjoining communities
- Current Community Development initiatives (e.g., opportunities to leverage Opportunity Zones and the Promise Zone etc.)
- Existing data and data infrastructure (i.e., universities, Regional Data Alliance)
- Existing resources to be leveraged (i.e., state, federal, philanthropic)

### Internal Assessment - Review of City

The i5Group Team will review internal operations as they pertain to economic development activities and goals, including:

- Programs
- Policies, practices, procedures
- 

### Task 1 Deliverables:

- *Assessment, Benchmarking, and Evaluation to be part of deliverable under Task 2.*



Our assessment will include identifying the various states of commercial development within the City.

## Task 2. Market & Industry Cluster Analysis

The Industry Cluster Analysis portion of the Economic Development Strategy will identify economic sectors in which University City currently is or is capable of becoming competitive at the regional level, as follows.

### Industry Segment Analysis

The i5Group Team will identify industries three-digit NAICS in the City that are:

- Dominant and expected to grow
- Dominant but waning due to industry/economic/technological or other trends or lack of infrastructure
- Emerging and a good match; expected to grow
- Currently non-existent but for which a good match exists.

### Market Assessment

The i5Group Team will conduct a market assessment that will:

- Analyze global trends, drivers and risks
- Identify key occupations where University City has a competitive advantage against other parts of the region and show how the City can leverage these strengths to grow current industry sub-clusters and/or create

new ones.

- Secure feedback from key industry leaders and entrepreneurs on challenges and opportunities in the City
- Identify risks to maintaining the occupational advantages of University City vis a vis evolving technologies, employer

standards.

- Benchmark the top industry sub-clusters with opportunity for growth
- opportunities.

As part of Task 6 - Community Engagement, the i5Group Team will interview key industry corporate executives, entrepreneurs and others to gain insight into challenges and opportunities for the City

### Task 2 Deliverables:

- *Assessment and Market Analysis Report*



University City has numerous neighborhood business clusters such as this location at the intersection of Delmar and North and South Road.



University City is home to many existing “place-based” developments. The economic strategy will seek to further broaden place-based developments.

### **Task 3. Neighborhood Economic Nodes (Place-Based Growth Strategy)**

There has been successful growth and revitalization of St. Clair Square, other regional shopping centers and the Lincoln Trail District. There is an opportunity to lay the groundwork for the revitalization of neighborhoods which have not yet shared in this growth.

One of the keys to successful neighborhoods in other cities in the region has been growth around main corridors, parks, and transit hubs. The i5Group Team will identify prospects throughout the City for building further economic nodes that can serve as the economic engines for their surrounding neighborhoods.

#### **Node Identification**

The i5Group Team will use data & windshield surveys to identify the existing and potential nodes throughout the city which can serve as the

The i5Group Team will identify the physical locations within the City where industry cluster targets are growing, and tie the cluster strategy to the neighborhood growth strategy.

#### **Place-Based Growth Strategies**

A set of policies, strategies and tactics will be developed that the city should pursue for

types;

To mid-size land assembly sites for quick (within 5 years) redevelopment to aid in the revitalization of distressed neighborhoods. It is assumed parcel data will be made available to the consultant.

#### **Task 3 Deliverables:**

- *Neighborhood Economic Nodes to be part of deliverables under Task 5.*

## Task 4. Recommendations & Best Practices

A strong and resilient local economy requires myriad elements, ranging from a vibrant entrepreneurial culture to dynamic small business growth to ongoing, targeted business recruitment.

In this section of the Economic Development Strategy, the i5Group Team will identify best practices in these and many other areas that are critical to the City's continued economic success. The i5Group Team will provide recommendations based on best practices appropriate to University City' analysis, and opportunities for place-based economic growth.

### Cluster Industries

The i5Group Team will provide recommendations or framework for a 5-year industry sub-cluster growth strategy and implementation program including opportunities for multiplying those industries with the greatest growth potential, as well as ideas for either sustaining (or making the city more resilient to) foundational industries that are threatened or at great risk of downsizing

### Small Business and Entrepreneurialism

The i5Group Team will provide recommendations for maximizing the City's entrepreneurial & small business ecosystem , including strategies for recruiting early stage companies and entrepreneurs. The potential for creating an incubator or co-working space will also be considered along with recommend strategies for leveraging creation of a small business incubator, if appropriate.

### Business and Talent Retention and Expansion

The i5Group Team will identify best practices, such as business retention and expansion strategies and how University City and its partners

manner. Key resident/talent attraction strategies for growing the city'

### Incentive Programs

Incentive programs that will help attract new job growth and/or retain existing job growth in

### Equitable Growth

The i5Group Team will recommend best practices for ensuring that growth and development is equitable and inclusive of groups who historically have had limited access to economic opportunity. The goal is to provide direction for attaining the

expected as a result of the successful execution of this plan.

### Financial Resiliency

The i5Group Team will identify opportunities that University City can pursue to grow its tax

sustainability.

### Marketing and Messaging

The i5Group Team will assist the City in developing likely messages/campaigns that inform

consultants to attract targeted industries along with website content that would be helpful for site selection.

### Task 4 Deliverables:

- *Recommendations and Best Practices to be part of deliverables under Task 5.*

## Task 5. Implementation

This segment of the Economic Development Strategy will tie together all of the previous elements into a clear set of strategic actions and tasks that the City in collaboration with its partners (including businesses, CDCs, the Economic Development Partnership, the Regional Chamber and others) can implement in order to reach

economy in University City.

This strategy will become a “tool kit” adopted by the City as a living/breathing “manifesto” that can be implemented in real time to achieve real, long-term population, business and tax base growth and stability for University City. The implementation section is expected to include:

### Policy Changes

The i5Group Team will identify policy or procedural change recommendations, as needed, for the City to achieve the economic growth and resilience strategy’s goals. As relevant, local policy recommendations will be suggested that support the implementation of the plan.

### Economic Development Toolbox

The i5Group Team will recommend needed changes, if any, to the City’s economic development toolbox, including changes to incentive programs (including new incentive or

services to better promote business development.

### Economic Development Department

Current Economic Development Department operational capacity, programs and services at University City will be analyzed and recommendations for any structural changes needed within the City’s Economic Development

accomplishing the goals within the strategic plan will be provided.

### Collaboration

The i5Group Team will identify areas in which increased collaboration between the City’s Economic Development Department and other economic development network partners could bring greater economies of scale and help achieve

strategic objectives.

Ways that the City and its partners can work together to be more agile in implementation of the Economic Development Strategy will be

adaptable in its implementation.

### Metrics

The i5Group Team will create an implementation matrix that includes recommendations as to leaders, partners, and likely timeline and resources (both current and potential funding sources). It is important to note that partners

planning process. As part of the City’s on-going implementation and outreach, the City will need to continue to outreach to partners.

The i5Group Team will assist the City in identifying metrics for the City to track progress and success of the plan. The City could publicize the metrics and progress on the City’s website and other communication tools.

### Reasonable Schedule

A timeline for topline tax revenue growth will be provided that could be expected following successful implementation of the economic strategy with commentary about long-term implications.

### Task 5 Deliverables:

- *Draft Economic Development Strategy Plan*
- *Final Economic Development Strategy Plan*



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## Task 6. Community Engagement

### Stakeholder Meetings

Individual stakeholder meetings are a great early step in the economic development strategy.

One, the meetings identify early in the process key issues and priorities. The meetings also allow for a more robust and honest dialogue than is often possible in a larger public meeting setting. Second, the meetings also begin to identify “project champions” that can assist in promoting the planning process and the plan itself.

We foresee two series of stakeholder meetings – internal and external meetings. Internal meetings are stakeholders within the City such as major businesses, property owners, developers. External stakeholders will include regional economic stakeholders that will help in understanding the regional context of University City in the St. Louis market.

Total individual stakeholder meetings will be 15-20 meetings (internal and external stakeholders). Meetings will be typically 40-45 minutes in length. The i5Group will schedule meetings, in

letter, if needed. Individual notes shall be taken by the i5Group for each meeting, but individual meeting notes will not be part of the deliverable. A summary of stakeholder and focus group meetings will be part of the deliverable.

We expect 3-5 follow-up meetings with stakeholders to discuss the draft economic development strategy.

### Advisory Committee

The i5Group will work with the City to develop a 12-15 person advisory committee. The City shall invite members to participate. The advisory committee should include representatives from

other stakeholders from the City. The City’s Economic Development Commission could be the foundation for the committee, with additional members for this special planning process. A 12-15 person advisory committee provides a broad cross section of the community while being manageable in terms of meeting facilitation. The

advisory committee is expected to meet every two months. The i5Group will prepare an agenda for each steering committee meeting.

### Community Meetings

We are proposing an open house during the planning process. Open houses are a great way to allow residents a chance to come together in a community forum and learn more about the economic development strategy. It is important to allow residents to learn in-depth about the economic development strategy early in the process. Marketing the open houses will be the responsibility of the City. Marketing through existing City communications is expected to include the City’s newsletter, social media, and website.

The open house will present the draft economic development strategy plan. Both community meetings will be an open house format, with no formal presentation. As an additional service, we recommend another open house early in the process to present the results of the Assessment and Market Analysis

### Adoption of the Plan

W

recommendations of the economic development strategy to the Economic Development Commission and the City Council for review and adoption.

### Summary Brochure / “Press Kit”








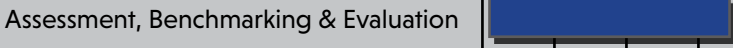
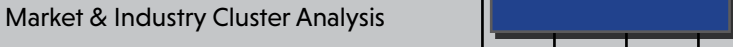








Since economic development strategy plans are

are sometimes not easily understood by residents. At the beginning of the study, we will develop a 2-4 page press kit/summary brochure that will outline the planning process, reasons for doing the plan, and a Q&A section with typical questions and answers about the plan. We have found that by addressing common questions early in the planning process, it helps to alleviate concerns further in the plan.

### Task 6 Deliverables:

- *Summary of Open Houses and Stakeholder Meetings*
- *Brochure / “Press Kit”*
- *Advisory Committee Agendas and Presentations*

# Schedule

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Steering Committee Meeting										
Project Kickoff										
Stakeholder Meetings										
Assessment, Benchmarking & Evaluation										
Market & Industry Cluster Analysis										
<i>Deliverable - Assessment and Market Analysis Report</i>										
Neighborhood Economic Nodes (Place-Based Growth Strategy)										
Recommendations & Best Practices										
Community-wide Informational Meeting										
Implementation Strategies										
<i>Deliverable - Draft Plan</i>										
Draft Plan (Review by Staff/Advisory Committee)										
Adoption Process										

The Economic Development Strategy schedule is based on a 9-month process. This schedule can be adjusted based on conversations with the City. The plan assumes a July start date, which can be adjusted as needed. We recommend not to rush the final adoption process. Often City staff can "test drive" the draft plan during the final review process to ensure that the plan will be applicable on a daily basis.



# Fee Structure

## Fee Structure

The i5Group's fee structure for planning and community engagement work is typically a max, not-to-exceed amount with monthly billing on a percent complete, hours billed, or per task/milestone basis. Contract amount is determined by a mutually agreed scope of work.

Below is our anticipated fee based on the scope of work as outlined in this proposal. A detailed breakdown of hours will

Task 1: \$17,900  
Assessment, Benchmarking & Evaluation

Task 2: \$21,920  
Market & Industry Cluster Analysis

Task 3: \$14,760  
Neighborhood Economic Nodes  
(Place-Based Growth Strategy)

Task 4: \$13,290  
Recommendations & Best Practices

Task 5: \$13,290  
Implementation

Task 6: \$17,750  
Community Engagement

Proposed Fee: \$98,910  
(In addition to reimbursable expenses)

In addition to the base scope of work as outline in this proposal, we recommend the following as additional scope items: 1) An additional community-wide informational meeting early in the process to present the Assessment and Market Analysis; 2) Additional renderings as part of the place-based recommendations; 3) tourism strategies; and 4) state policy recommendations. These items can be

## Hourly Rates

### Hourly Rates

Stephen Ibendahl, ASLA, AICP	\$120/hr
Sean Thomas	\$100/hr
Laura Linn	\$75/hr
Jacqueline Davis-Wellington	\$150/hr
Beth Noonan	\$150/hr
Allison Gray	\$250/hr
Planner I	\$70/hr
Technician/Admin	\$60/hr

### Reimbursable Expenses Include:

- Mileage (2018 IRS Rate - \$0.545/mile)
- Reproduction Cost
- Postage Cost
- Overnight Delivery Cost
- Printing Cost
- Meeting Materials including Food/Drink

The above are reimbursable at the Team's direct cost. We do not mark-up any expenses. We strive to work with local or neighborhood printers and other service providers when feasible and practical.

### Anticipated Reimbursables

Mileage	\$600
Assessment Report (25 Copies)	\$700
Draft Plan (25 Copies)	\$950
Final Plan (25 Copies)	\$950
Open House #1 Boards	\$500
Open House Supplies	\$200
Brochures	\$500
Misc Printing	\$300
Postage	\$150
Misc	<u>\$200</u>

Total Anticipated Reimbursables \$5,050

## Insurance Requirements

The i5Group contracts with various public sector clients. We have appropriate insurance to meet all levels of insurance requirements.





# Part 2

## Firm Profiles, Resumes

# Part 2

## Firm Profiles, Resumes

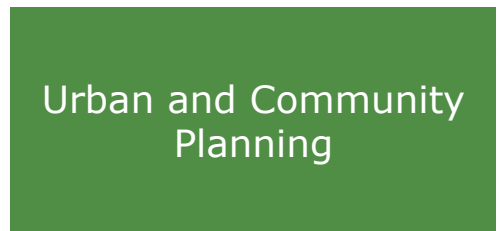
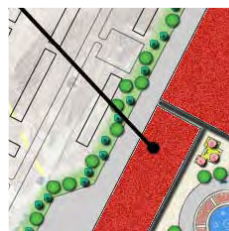
# Qualifications - Firm Profile

The i5Group unabashedly believes that our region is one of the great places in the country to live and raise a family. Whether it's the historical urban parks of the City of St. Louis, the wheat fields of Washington County, the greenways and trails that crisscross our region, the numerous walkable downtowns of our communities, or the strong corporate and entrepreneur small businesses that take advantage of our multimodal strengths, we live in a great region with many strengths and opportunities.

The i5Group provides expertise in urban and community planning, public affairs, and landscape architecture. We strive to provide innovative solutions to our community, business, agency, and organizational clients that create value both for them and our region.

The i5Group provides the following services:

- Urban and Community Planning
- Public Affairs
- Landscape Architecture



The staff of The i5Group brings a tremendous amount of experience working with communities, agencies, organizations, and business clients.

Past experience has included:

### Agencies

Great Rivers Greenway District  
 EW Gateway Council of Governments  
 Illinois Department of Natural Resources  
 Illinois Department of Transportation  
 Kaskaskia Regional Port District  
 Metro  
 Metropolitan St. Louis Sewer District  
 Missouri Department of Transportation  
 Southern Illinois Metropolitan Planning Organization (SIMPO)

### Communities

City of Alton  
 City of Belleville  
 City of Carbondale  
 City of Chesterfield  
 City of Columbia, IL  
 City of Columbia, MO  
 City of Fairview Heights  
 City of Maryland Heights  
 City of St. Louis  
 City of St. Robert  
 City of Waterloo  
 City of Wildwood  
 Village of Smithton

### Counties

Madison County  
 Randolph County  
 St. Charles County  
 St. Clair County  
 St. Louis County

### Organizations and Businesses

AIA Sustainable Design  
 Assessment Team  
 Avery School  
 The Desco Group  
 Duke Realty  
 Get-Up and Go  
 Public School Retirement System  
 South Grand Business Association  
 St. Louis Science Center  
 St. Margaret of Scotland

The i5Group LLC | 4818 Washington Blvd, Suite 203 | St. Louis, MO 63108 | 314-265-3178  
 www.thei5group.com | info@thei5group.com

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i5Group community meeting.

The i5Group strongly believes in an open and hands-on engagement process, working closely with residents and stakeholders to inform, evaluate alternatives, and help reach consensus.

## Urban and Community Planning

Urban and community planning provides the vision and framework for communities to grow and prosper. The i5Group works with community officials and staff, business leaders, and neighborhood groups to create a shared community vision and tangible products that will ensure that a community’s vision is fulfilled.

We believe any good planning process begins with listening to stakeholders to fully understand the issues and context, thorough analysis, and recommendations that are fully vetted and communicated throughout the process.

Services include:

- Comprehensive Planning
- Community and Neighborhood Plans
- Land Use Planning
- Policy and Ordinance Review and Development
- Zoning Districts

## Landscape Architecture

Landscape Architecture is both an art and a science. It combines aspects of design, planning, and stewardship for our natural and man-made environments.

The i5Group provides expertise in landscape architectural solutions that are context based and contribute to the vibrancy of our communities and natural environments. We believe that sustainability is multi-faceted and that sustainable solutions create economic, social, and environmental benefits.

Services include:

- Parks and Open Space Design and Planning
- Trail and Greenway Planning and Design
- Complete Streets and Pedestrian Planning
- Green Infrastructure Strategies and Solutions
- Streetscape Design
- Transportation Enhancements
- Context Sensitive Design
- Site Planning
- Watershed Planning

## Public Affairs

The i5Group strongly believes that a well-executed public affairs strategy should be an integral part of planning and design. Public affairs begins with identifying the goals of the effort and then identifying a strategy, schedule, and actions to achieve those goals.

The i5Group understands that time spent listening to a wide spectrum of stakeholders early in the process to identify key concerns, issues, and opportunities pays huge dividends later. We engage the public, stakeholders, and elected officials in a wide variety of methods including one-on-one meetings, small group discussions, surveys, open houses, work groups, committees, social media, and printed materials to effectively listen and communicate throughout the process.

We work with communities, agencies, businesses, organizations, and neighborhood groups to develop an effective and engaging public affairs strategy.



## Firm Profile

Community and Economic Development Solutions (CED-Solutions) is a national economic development consulting firm that serves communities, businesses and not-for-profits. Founded in 2016 by the former executive leadership team of the St. Louis Economic Development Partnership, CED-Solutions helps clients develop and implement community and economic development projects that advance their strategic priorities and produce concrete, measurable results. Our vision is to leverage our collective experience in economic development to assist a wide variety of clients develop, fund and deliver projects to build better communities.

CED-Solutions helps communities and organizations develop strategies that work by utilizing an inclusive process, creating measurable objectives, identifying opportunities for funding and developing a timeline for success. We have successfully delivered economic strategies and programs for distressed real estate, economic diversification, regional entrepreneurship, international trade development and defense adjustment, among others.

A great strategy is only the beginning. Our team understands successful implementation that produces measurable economic investment and growth, employment opportunities and physical and social community assets because we've done it. We have successfully delivered hundreds of complex projects on time, within budget, and managed more than \$250M in state and federal grants.

The CED-Solutions team's experience includes the following—

- redevelopment of a contaminated former industrial site into a \$450M casino and entertainment complex;
- master plan development and implementation for a 550-acre business park, resulting in \$556M in investment and the creation of more than 12,000 jobs;
- funding, construction and management of one of the nation's largest systems of small business incubators;
- creation and management of a \$100M New Market Tax Credit program; and
- predevelopment, funding, design and construction of community and aquatic centers, job training centers, industrial parks, developmental childcare centers, streetscape and façade improvement projects, and many others.

Community and Economic Development Solutions  
6320 Washington Avenue  
St. Louis, Missouri 63130

314-960-4921  
[www.CED-Solutions.com](http://www.CED-Solutions.com)

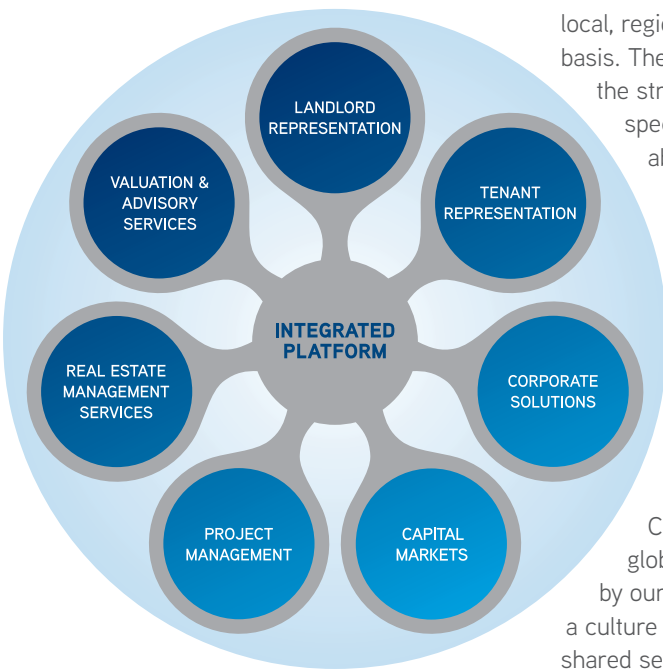
# Firm Profile



AT A GLANCE

# Colliers International

## COLLIERS SERVICE LINES



We offer a complete range of services to owners, investors and occupiers on a local, regional, national and international basis. The foundation of our service is the strength and depth of our local specialists. Our clients depend on our ability to draw on years of direct local market experience.

In addition to these sectors, we provide our clients with a deep level of knowledge in specialized industries and product types, such as law, technical facilities, and healthcare.

Colliers International is a leader in global real estate services, defined by our spirit of enterprise. Through a culture of service excellence and a shared sense of initiative, we integrate the resources of real estate specialists worldwide to accelerate the success of our partners—our clients, professionals and communities.

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## OUR DIFFERENCE

> What sets us apart is not what we do, but how we do it. Our enterprising culture encourages Colliers people to think differently, share great ideas and create effective solutions that help clients accelerate their success. Colliers International is the advisor of choice for many of the world's most innovative and successful companies.

> View a video overview at: [colliers.com/who-is-colliers](http://colliers.com/who-is-colliers)



Founding member of the World Green Building Council



Recognized and ranked 12 consecutive years, more than any other real estate services firm.



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Accelerating success.

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# Organizational Chart



The i5Group Team consists of a talented group of community planning professionals.

Stephen Ibendahl will be the project manager. He brings over 20 years experience as a community planner. He will coordinate communication between the City and the project team and be responsible for all aspects of management of the project team. Most importantly, it will be a seamless team.

Resumes of key team members follow.

The project team has the capability to perform the work as outlined per the schedule. The project team has a strong history of performing excellent work, on time, and on budget. As our past clients can certainly attest, we understand the importance of staying on schedule and controlling costs.

## Resume:

**Stephen Ibendahl**, ASLA, AICP  
Principal, The i5Group



## Background

Stephen Ibendahl, Principal of The i5Group, brings over 20 years of experience in community and urban planning, public affairs, landscape architecture, and project management. His management and project experience includes a wide range of projects including: comprehensive planning, land-use planning, urban design, greenways and trails, parks and open space, freight, strategic planning, site development, zoning, transit, public engagement, fundraising, advocacy, and policy.

He brings a context sensitive approach to problem solving by engaging a wide range of stakeholders. Past clients include communities, state and federal agencies, neighborhood organizations, and businesses. Stephen brings trusted public engagement and facilitation experience in working with community groups, whether it is a committee of 10 or a standing room only crowd of over 100.

Stephen has helped developed innovative funding programs for clients and organizations including sponsorship programs, fundraising strategies, and public/private partnerships. He is an advocate for walkable communities, sustainable design, and green infrastructure. He has served on the OneSTL Steering Committee, the Forest Park Advisory Committee, the Lafayette Park Advisory Board, FOCUS St. Louis Sustainability Roadmap Task Force, MSD's Stormwater BMP Work Group, and AIA's Sustainable Design Team.

Stephen is a member of the American Planning Association (APA) and served as the St. Louis Trustee on the national board of the American Society of Landscape Architects (ASLA) which provides strategic direction, appoints executive committee members, and provides fiduciary oversight for the 15,000 member, \$7 million budget organization.

## Lectures and Presentations

'Digital Community Engagement Strategies - How to Avoid Trolls'  
Missouri Conference of the American Planning Association, 2017

'Green Infrastructure - Investing for Community Quality of Life and Economic Growth'  
Missouri Conference of the American Planning Association, 2014

'Alton Multimodal Station – Public Engagement and Zoning Development'  
Illinois Department of Transportation State Planning Conference, 2013

'Marketing the Profession' Panelist, LandUp Chicago, 2013

'Regional Plan for Sustainable Development, a Perspective from Southwestern Illinois'  
St. Louis Regional Chamber and Growth Association, 2012

'Which Sustainable Rating System is Best for You?'  
Missouri Conference of the American Planning Association, 2011

'I64 Sponsor Program'  
St. Louis Regional Chamber and Growth Association, 2010

'Site Design for Water Quality', Panelist, Earth Day Symposium, 2008

'Analyze This! Analyze That! When Done Well, How Site Analysis Can Lead to Innovative and Sustainable Approaches to Development.'  
St. Louis Metro Section of APA Annual Planning Workshop, 2006

## Education

Bachelor of Landscape Architecture  
University of Illinois  
Urbana-Champaign, 1997

Advanced Certificate of Non-Profit  
Management

Washington University, St. Louis, 2003

## Certifications

American Institute of Certified Planners (AICP)  
Registered Landscape Architect  
Missouri, 2001028932  
Illinois, 157.001555

## Professional Affiliations

American Planning Association  
*Member, 2008-Present*

American Society of  
Landscape Architects (ASLA)  
*National Trustee, 2012 to 2015*

## Boards and Committees

Forest Park Advisory Board  
*St. Louis Missouri, 2015 to Present*

OneSTL, Regional Sustainability Plan  
*Steering Committee Member  
2011-2013*

MSD's Stormwater BMP Work Group  
*ASLA Representative, 2010*

FOCUS St. Louis  
Regional Sustainability Roadmap  
*Task Force Member, 2009*

AIA Sustainable Design Team  
*Project Planning Team  
Pittsfield, Massachusetts, 2005*

Lafayette Park Advisory Board  
*St. Louis Missouri, 2004 to Present*



## Experience: Planning and Economic Development

### Mixed-Use Zoning District Development, Alton, IL

Stephen was the project manager for development of a new mixed-use zoning district for the City of Alton. Zoning district included standards that promoted walkable, complete streets by requiring limited building setbacks and parking in rear of buildings. To meet sustainability goals, the district strengthened stormwater quality standards, encouraged best management practices, required minimum bike parking, and adopted native plant buffers. The planning process included robust public engagement including multiple planning commission meetings, stakeholder interviews, an advisory committee, and a citizen working group to assist in the zoning text development. The City formally adopted the new zoning district in the fall of 2012

### North Riverfront Land Use Plan, St. Louis, MO

Stephen was the project manager/project advisor for a 15 month land-use and economic study for 3,000 acres of the North Riverfront of the City of St. Louis. Study analyzed existing market conditions, land-use, transportation, and environmental factors. Coordinated an extensive stakeholder engagement process including businesses, regional agencies, developers, and the public. Public engagement included three public open houses and over 30 stakeholder meetings. Led a large multi-discipline team of consultants including transportation planners, economists, engineers, and urban designers.

### Howards Bend Land Use Plan, Maryland Heights, MO

Stephen was an urban planner for this 8,100 acre Land Use Study in the City of Maryland Heights. Coordinated stakeholder interviews and facilitation; agency coordination including Great Rivers Greenway, the water district, St. Louis County Parks, and developers; and the development of conceptual land use and analysis. The project included a future land use plan that attempted to balance current development pressures, the highest-best use for the land, future transportation needs, and environmental impacts

### AIA Sustainable Design Team, Pittsfield, Massachusetts

Stephen was a planning team member for a six member volunteer team as part of the American Institute of Architects (AIA) Sustainable Design Assessment Team (SDAT). The team looked at short term and long term sustainable strategies for Pittsfield in the areas of natural resources, economic development, heritage preservation, and neighborhood planning.

### Community Policy – St. Clair County Complete Streets

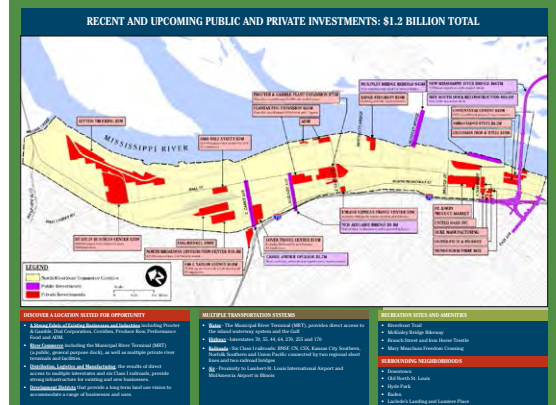
Stephen was the project manager working with three communities in St. Clair County (Fairview Heights, Belleville, and Smithton) which developed 8-10 person citizen committees that evaluated existing city policies such as zoning, comprehensive plans, and subdivision regulations. Worked with each committee to develop a vision for Complete Streets and to prioritize recommendations to existing community policies.

### Community Land - Use Charrette, St. Roberts, MO

Stephen developed a public involvement schedule for a two-day community charrette held in St. Roberts, Missouri. As an entry town for Fort Leonard Wood military base, St. Roberts had a strong need for pedestrian and bicycle connections from the base to businesses within St. Roberts. The two-day charrette and public involvement process brought out opportunities and strategies for urban revitalization, urban design, and pedestrian / bicycle connections within the community.



Stephen presenting to a community audience as part of an open house for the Lake Saint Louis Comprehensive Plan.



Part of the comprehensive land-use plan for the North Riverfront Commerce Corridor. The plan identified strategies to leverage significant public and private sector investments.



Stephen developed community master and land-use plans as part of transit oriented development evaluation for the North/South MetroLink Alternative Analysis.

resume continued:  
Stephen Ibendahl, ASLA, RLA

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**Laura Linn**  
The i5Group



**Background**

A professional illustrator and master of perspective drawing techniques, Ms. Linn has created stunning, award-winning imagery for design presentations large and small at any stage of the design process. 20+ years of design, rendering & watercolor illustration experience in the field of architecture, landscape and urban design planning, combined with a diverse variety of design styles and project areas located worldwide has supported a wealth of experience in the architectural building industries of health care, education, commercial, retail, science & technology, urban planning, landscaping, government, amusement parks and recreation. Many projects have been LEED certified buildings or other sustainable design efforts.

**Experience**

Created winning presentation renderings for architectural or urban design presentations and marketing, or renderings for facility donors.

**Awards & Publications**

Awards of Excellence in the American Society of Architectural Illustrators annual competition & exhibitions, Architecture In Perspective.

**Skills**

Watercolor rendering, color pencil rendering, architectural line work and perspective drawing, presentation perspective renderings, architectural and urban planning design conceptual sketches & vignettes, and Adobe Photoshop CS3.

**Education**

Ranken Technical College 1990  
St. Louis, MO  
Architectural Design & Drafting Associates

**Affiliations**

American Society of Architectural Illustrators (ASAI), 1993-present

**Experience**

Laura Linn Illustrations  
2010 - Present

Architectural Illustrator/Delineator  
April 1993 to November 2010  
Hellmuth, Obata + Kassabaum, Inc. – St. Louis,

Civil & Structural Drafter  
May 1989 to March 1993  
Oates Associates, Inc. – Collinsville, IL



## Sean Thomas

The i5Group

Sean is an expert in stakeholder communications and working with community groups in developing a shared vision. Prior to his work with the i5Group, Sean was the Executive Director of the Old North St. Louis Restoration Group where his coordination of a broad range of initiatives addressed the physical and social development of the economically and racially diverse, urban core Old North St. Louis neighborhood – and guided the organization through major, multi-year, neighborhood-wide transformation.

### Areas of Expertise

- Community-Driven Development Planning
- Sustainable Community Development
- Community Engagement Strategies
- Marketing and Media Relations
- Non-Profit Fund Development
- Project Management
- Strategic Planning

### Experience

#### The i5Group

Sean has facilitated i5Group community meetings as part of the Madison County Comprehensive Plan and the Lake Saint Louis Comprehensive Plan.

#### Executive Director, Old North Saint Louis Restoration Group, St. Louis, Missouri.

- Responsible for overall administration and management of not-for-profit, community development corporation pursuing comprehensive revitalization of the Old North St. Louis neighborhood, including:
- Supervision & training of professional staff and volunteers;
- Oversight and management of ONSLRG’s housing initiatives;
- Supervision of Old North Grocery Co-op manager (2010-’12);
- Fundraising & grant management, including administration of federal, state, local and private grants;
- Coordination of broad range of initiatives addressing the physical and social development of the economically and racially diverse, urban core Old North St. Louis neighborhood – and guiding the organization through major, multi-year, neighborhood-wide transformation.

#### Deputy Director, St. Louis Association of Community Organizations (SLACO), St. Louis, Missouri.

- Supervision & training of organizing staff and staff of youth center;
- Outreach to expansion areas;
- Development and management of SLACO’s Neighborhood Leadership Academy;
- Fund-raising, incl. administration of federal, state, & private grants;
- Coordination of the St. Louis Neighborhoods Conference, including selection of workshop topics, recruitment of presenters, funding support.



#### Education

St. Louis University, Saint Louis, Missouri  
Master of Arts in Public Administration, May 1991

Trinity University, San Antonio, Texas  
Bachelor of Arts in Political Science, May 1987

#### Notable Outcomes while at Old North Saint Louis Restoration Group

- 28% population growth, according to 2010 Census.
- 42% reduction in overall crime, 2010-2015.
- National Award for Overall Excellence in Smart Growth Achievement, from U. S. Environmental Protection Agency, 2011.
- Multiple awards for historic preservation, from National Trust for Historic Preservation, Missouri Preservation, and Landmarks Assn. of St. Louis.
- Riverfront Times’ “Best Place to Live” in 2015 “Best of St. Louis” List.



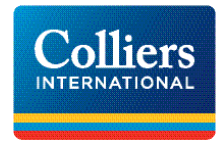
Sean working with attendees at a comprehensive plan open house.

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# Allison Gray, CPRC

DIRECTOR | RESEARCH  
Colliers International | St. Louis



[allison.gray@colliers.com](mailto:allison.gray@colliers.com)

## EDUCATION OR QUALIFICATIONS

Southern Illinois University  
Edwardsville - Master of  
Science in Economics and  
Finance

Southern Illinois University  
Edwardsville - Bachelor of  
Science in Business Economics  
and Finance

## AFFILIATIONS OR MEMBERSHIPS

Commercial Property Research  
Certification (CPRC)

Urban Land Institute (ULI)

## CONTACT DETAILS

DIRECT +1 314 584 6245  
MAIN +1 314 863 4447  
FAX +1 314 863 4407

Colliers International  
101 South Hanley Road,  
Suite 1400  
St. Louis, MO, 63105

[colliers.com/st.louis](http://colliers.com/st.louis)

## AREA OF EXPERTISE

Allison joined Gateway Commercial, now Colliers International, in May 2010 and performs economic and statistical analysis to develop accurate and timely market data covering the St. Louis region. Allison is responsible for the collection, analysis, and reporting of market research. She prepares market reports and presentations, compiling, calculating and analyzing markets statistics, for the St. Louis office and industrial real estate markets as well as for client-specific projects.

Allison maintains a market transaction database, continually ensuring the accuracy and validity of the information. She produces statistical and trend analysis materials to assist the transactions services professionals to best meet the needs of their clients.

Allison develops and implements the company's research strategy ranging from database creation, data quality control, statistical interpretation, trend analysis and ways in which the research system can best be transformed into usable reports. She is responsible for producing all reports and data for use in analysis, marketing and presentations to corporate clients. She is dedicated to creating meaningful statistics reports that contain impactful information in an approachable way. Allison is active in the market, participating in events with local industry experts in order to remain up-to-date on the St. Louis market conditions.

## BUSINESS AND EDUCATIONAL BACKGROUND

Allison began her career in commercial real estate nearly 8 years ago as a research associate with Gateway Commercial, a Cushman & Wakefield affiliate in St. Louis. She escalated to the director of the research department with Gateway and subsequently, Colliers International | St. Louis.

## COMMUNITY INVOLVEMENT

Allison is an active member of the Urban Land Institute (ULI). She is a proud St. Louis City resident and enjoys that her work at both Colliers and ULI allows her to impact her city in a positive way.

Allison is currently a member of the ULI Programs Committee and the Women's Leadership Initiative. Most recently, she organized the "Why Every Neighborhood Needs a Brewery" program which highlighted the growth of the craft brewery industry and its impact on the revitalization of neighborhoods throughout St. Louis.

## Jacqueline Davis-Wellington

*Co-Founder and Managing Partner*



### **Education:**

B.S.B.A., Washington University in St. Louis

M.S., Urban Affairs and Policy Analysis, Washington University in St. Louis

Jacqueline Davis-Wellington serves as Managing Partner of CED Solutions, responsible for overall coordination of all projects and staff. She brings extensive project management experience in all aspects of major redevelopment/construction and strategic planning activities. She has successfully secured more than \$35 million in federal grants from EDA, HUD, EPA, OEA, FTA and other federal agencies to support redevelopment activities; and more than \$65 million in Missouri Brownfield and Super TIF tax credits.

Ms. Wellington previously served as Executive Vice President and Chief Operating Officer for the St. Louis Economic Development Partnership. She was directly responsible for oversight of the Real Estate and Community Development, Legal, Human Resources, Accounting, and Marketing and Communications divisions. She led the Land Clearance for Redevelopment Authority of St. Louis County, St. Louis County Port Authority, Lambert Airport Eastern Perimeter Joint Development Commission, and Wellston Redevelopment Corporation. She was also responsible for the negotiation of property acquisition, public private partnerships, intergovernmental agreements and CDBG Administration and Grant Compliance.

Previously, Ms. Wellington held positions in the construction industry, overseeing environmental remediation and commercial construction projects. She was a Community Development Specialist for the City of St. Louis, monitoring compliance with HUD CDBG rules and regulations, and was an Academic Counselor at the University of Missouri–St. Louis. She has served on a wide range of nonprofit boards and advisory committees for state and local governments and civic organizations, including a 10-year term on the Missouri State Board of Education. The many awards she has received include EDA “Women in Leadership,” Winning Women’s “Women Influencing Now,” St. Louis Business Journal’s “Most Influential Minority Business Leader,” and Girl Scouts of Eastern Missouri’s “Women of Distinction. Ms. Wellington is a licensed real estate agent in Missouri.

## Elizabeth A. Noonan

Partner



### Education:

B.A., Brown University  
J.D., Washington University  
School of Law  
M.S.W, Social & Economic  
Development, Washington  
University in St. Louis

Elizabeth A. Noonan brings over fifteen years of experience in economic and community development with significant focus on real estate and community redevelopment and innovation and entrepreneurship initiatives. Ms. Noonan joined the St. Louis Economic Development Partnership in 1998 and throughout her tenure, was responsible for developing the direction, strategy and structure of multiple economic and community development projects, ranging from implementation of a comprehensive redevelopment plan in Wellston, Missouri to the development of the Helix Center Biotech Incubator.

At the Partnership, Ms. Noonan first served in progressively more responsible roles in the real estate and community development division. Her real estate work included managing project pre-development activities, including planning, property acquisition, environmental remediation and demolition. She also supervised building and infrastructure improvement projects from design through construction. Additionally, she was responsible for researching, drafting and managing multiple federal state and private grants in support of these projects.

With a strong interest in innovation, Ms. Noonan next led the organization's bioscience and technology initiatives and then served as vice president of the innovation and entrepreneurship division, with responsibility for leading the Partnership's small business incubator network, its biosciences and technology investment fund, business plan competition and a range of collaborative innovation programs with community partners, particularly in the biosciences and technology sectors.

In 2014, Ms. Noonan joined SSM Health in the role of system vice president, innovation and learning to launch the organization's first centralized innovation and learning division, responsible for developing and delivering clinical, innovation and process improvement education and for developing the health care system's infrastructure for fostering employee innovation.



**Part 3**  
Project Experience

**Part 3**  
Project Experience

# Project Experience



## Key Personnel Involved:

Stephen Ibendahl, ASLA, AICP  
 Laura Linn  
 Sean Thomas  
 Jacqueline Davis-Wellington  
 Beth Noonan  
 Allison Gray

**Year Completed:**  
 2019

**Client / Organization:**  
 City of Fairview Heights

## Reference:

Paul Ellis, CEcD, AICP  
 Director of Economic Development  
 City of Fairview Heights  
 10025 Bunkum Road  
 Fairview Heights, IL 62208  
 618-489-2033  
 ellis@cofh.org

## Scope of Work:

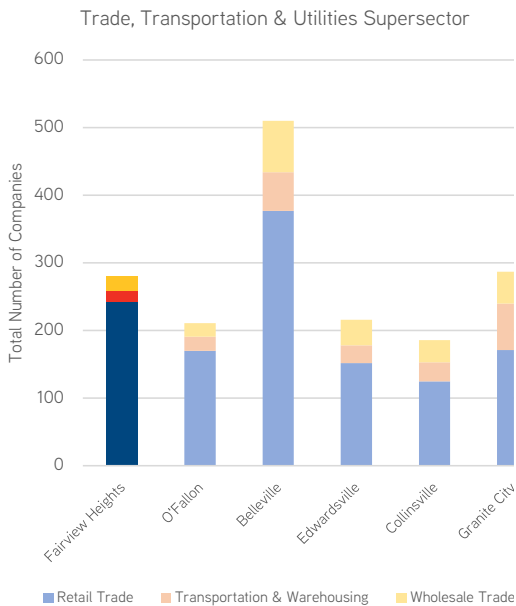
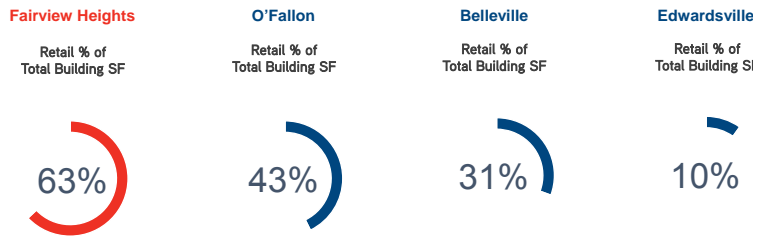
Economic Development Strategy

The i5Group was the prime.

## Fairview Heights Economic Development Strategy

The i5Group, along with CED-S and Colliers, is leading an economic development strategy for the City of Fairview Heights. The strategy will position the City on its path toward a resilient economy by creating a vision around which the City with its public, private and institutional partners can coalesce efforts to drive investment and growth for the community.

The Economic Development Strategy will become a “tool kit” adopted by the City. Implementation is expected to include: recommendations on policy changes for the City to achieve economic growth; recommendations for any structural changes needed within the City’s Economic Development Department; increased collaboration between the City’s Economic Development Department and other economic development network partners that could bring greater economies of scale and help achieve strategic objectives; and identifying metrics for the



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# Project Experience



## Key Personnel Involved:

Stephen Ibendahl, ASLA, AICP  
Laura Linn  
Laura Schatzman

## Year Completed:

2016 - 2017

## Client / Organization:

City of Lake Saint Louis

## Reference:

Paul Markworth  
City Administrator, City of Lake Saint Louis  
200 Civic Center Drive  
Lake Saint Louis, MO 63367  
(636) 625-1200  
pmarkworth@LakeSaintLouis.com

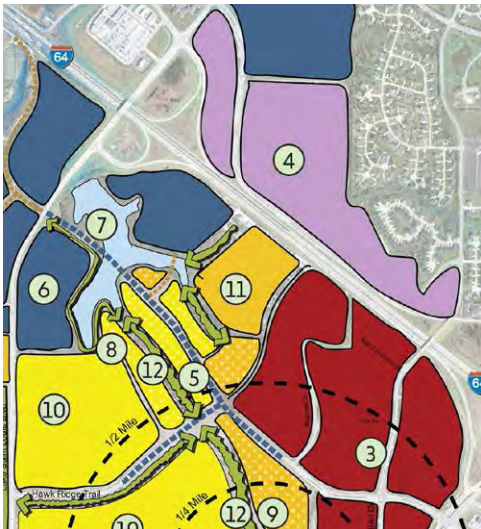
## Scope of Work:

Comprehensive Planning  
Small Area Planning  
Public Engagement  
Market and Economic Analysis  
Project Website and Social Media

The i5Group was the prime.

## City of Lake Saint Louis Comprehensive Plan

Since incorporation in 1975, Lake Saint Louis has grown, without a comprehensive plan, to be one of the premier cities in the region. However, the city realized the retain a high quality of life as the city grows, thoughtful planning through a comprehensive plan was required. The i5Group led the overall planning and community engagement process. The planning process included an assessment of existing resources and issues, projections of future conditions and needs, and consideration of collective goals and objectives. The plan covered topics such as economy and jobs; housing; demographics; transportation; land use; parks, recreation, and open space; utilities; and community facilities and services. The plan developed sub-area plans for the Uptown area and the undeveloped area west of the Shoppes at Hawks Ridge. The plan received the 2019 ‘Outstanding Plan Making’ Award by the St. Louis Metro Section of the American Planning Association.



[www.MyFutureLakeSaintLouis.com](http://www.MyFutureLakeSaintLouis.com)

# Project Experience



## Key Personnel Involved:

Stephen Ibendahl, ASLA, AICP  
Tim Sullivan  
Laura Linn  
Sean Thomas

## Year Completed:

2017 - 2018

## Client / Organization:

Madison County, Illinois

## References:

Matt Brandmeyer  
Director, Madison County Planning  
and Development  
(618) 296-4468  
mabrandmeyer@co.madison.il.us

## Scope of Work:

Comprehensive Plan  
Community Engagement  
Market and Economic Analysis  
Scenario Planning

The i5Group was the prime.

## Madison County Comprehensive Plan

The Madison County Plan Commission started a process in 2016 to update the County's Comprehensive Plan. The Comprehensive Plan acts as the official land use plan for unincorporated Madison County and will be used to guide future growth and act as the policy basis for land use decisions.

The i5Group facilitated the Plan Commission to review existing conditions and demographic data, identify county-wide priorities, and develop an overall framework for the comprehensive plan.

The i5Group is leading the overall planning process. The i5Group led a community engagement process including a county-wide survey, open houses, and a technical advisory committee. The i5Group utilized market and growth analysis to analyze possible growth scenarios for the county based on recent growth patterns versus a more community focused approach.

The framework of the plan is rooted in core county values, including Strong Communities; Prosperous Agriculture; Treasured Homes and Property; Abundant, Healthy, and Beautiful Open Spaces and Natural Resources; Prosperous Economy; Robust and Efficient Transportation Network; and Low Cost of Living.

For more information, visit [www.OurFutureMadisonCounty.com](http://www.OurFutureMadisonCounty.com)



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# Project Experience



## Key Personnel Involved:

Stephen Ibendahl, ASLA, AICP  
 Laura Linn  
 Sean Thomas  
 Jacqueline Davis-Wellington  
 Beth Noonan

## Year Completed:

2018 - 2019

## Client / Organization:

City of Ballwin

## References:

Andy Hixson, ICMA-CM  
 Director of Development / Assistant  
 City Administrator  
 14811 Manchester Road  
 Ballwin, Missouri 63011  
 636-227-2243  
 ahixson@ballwin.mo.us

## Scope of Work:

Comprehensive Planning  
 Community Engagement  
 Market and Economic Analysis

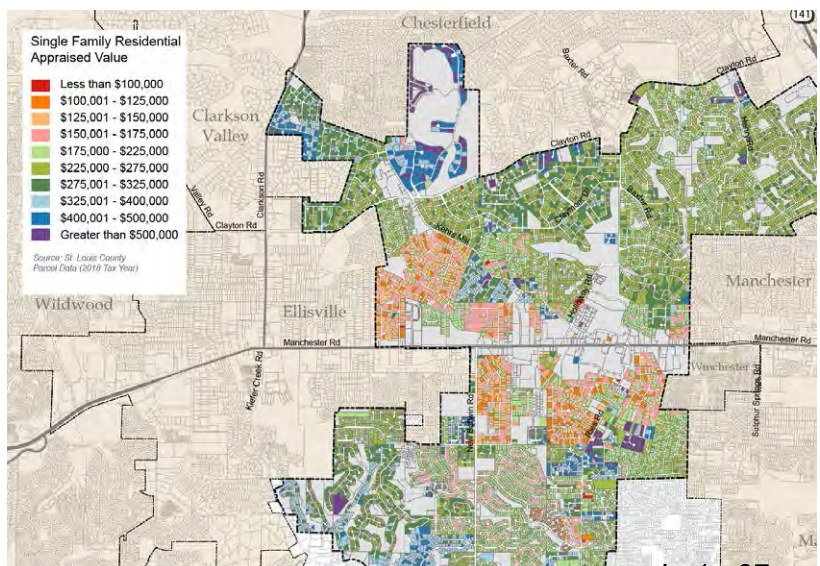
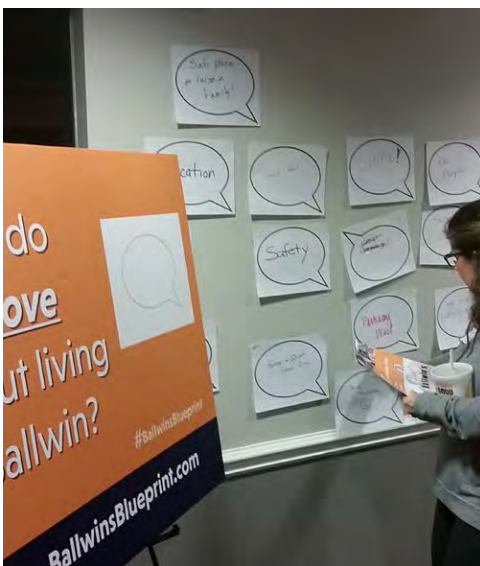
The i5Group was the prime.

## Ballwin Comprehensive Plan

The i5Group is leading the Comprehensive Plan for the City of Ballwin, Missouri. Other project partners include Community and Economic Development Solutions and T2 Traffic and Transportation. Ballwin is a city with a population of over 30,000 and has been named multiple times as “One of America’s Best Places to Live” by Money Magazine.

The planning process began in Spring 2018 and will last approximately 12 months. A robust community engagement process includes three open houses, surveys, small group meetings, a website, and social media.

The planning process includes an assessment of existing resources and issues, projections of future conditions and needs, and consideration of collective goals and objectives. The plan will cover topics such as economy and jobs, housing, demographics, transportation, land use, utilities, and community facilities and services.



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# Project Experience



Aerial view of the NorthPark site.

## NorthPark Business Park

Community and Economic Development Solutions (CED-Solutions) founders developed an intergovernmental agreement that allowed for development of the land, now known as NorthPark, as a single business park. The new structure governing the property attracted a consortium of private developers to redevelop the site as a business/industrial park in a comprehensive unified manner that maximized its economic and community impact. NorthPark is now home to the headquarters of Express Scripts, its Technology and Innovation Center and Data Center, Vatterott College, a Hilton Garden Inn, a multi-tenant commerce center, an SKF manufacturing facility and a distribution center for Schnucks Markets. To date, over 9,000 jobs have been created with a total investment of over \$550 million.



STLVenture Works facility.

## Small Business Incubator Network

Small businesses are critical to a strong and healthy economy. Fostering their success is a key element of the economic development playbook. Community and Economic Development Solutions (CED-Solutions) principals have led the development and operation of a regional incubator system that serves entrepreneurs across the St. Louis area. The five geographically diverse locations represent strategic decisions to locate these economic engines in areas with potential for growth and to spur additional investment while serving a broad range of entrepreneurs. The incubator network offers early stage companies from main street businesses to high tech start-ups the business development support and resources they need to grow.



Stephen discussing meeting materials with attendees.

## North Riverfront Land Use Plan

Stephen Ibendahl was the Project Manager/Project Advisor for a 15 month land use and economic study for 3,000 acres of the North Riverfront of the City of St. Louis for the St. Louis Development Corporation (SLDC). Study analyzed existing market conditions, land use, transportation, and environmental factors. Public engagement included three public open houses and over 30 stakeholder meetings. The final plan included recommendations for land use districts and future development, market and job assessments, transportation and freight recommendations, green infrastructure strategies, marketing and branding products, and business group formation recommendations.



The plan identified nodes of priority economic development.

## College Hill Neighborhood Comprehensive Plan

Community and Economic Development Solutions (CED-Solutions) along with the i5Group is leading a comprehensive plan for the College Hill neighborhood in the City of St. Louis. The plan identifies opportunities for residential and commercial development as well as pre-development actions or investment necessary to spur new activity; identifies key areas for public investment (e.g., infrastructure, demolition) that support community development goals; provides recommendations for partnerships that support development of employment or training opportunities and investment in College Hill; and recommend strategic partnerships that advance development and community investment.



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The i5 Group

Urban & Community Planning | Public Affairs | Landscape Architecture

info@thei5group.com

www.thei5group.com



## Council Agenda Item Cover

**MEETING DATE:** October 14, 2019

**AGENDA ITEM TITLE:** Approval of Habitat for Humanity Lot Donation Contract

**AGENDA SECTION:** Consent Agenda

**CAN THIS ITEM BE RESCHEDULED? :** Yes

---

### **BACKGROUND REVIEW:**

At the upcoming City Council meeting, members will consider the dedication of land to Habitat for Humanity as part of their 2019 Phase III University City housing construction project. Specifically, Habitat for Humanity has secured funding to construct 7 new proposed owner occupied single family homes within the 6500 Block of Plymouth Avenue. The lots identified for the construction of these new homes consist of 6522, 6524, 6526, 6533, 6535 and 6545 Plymouth Avenue.

Therefore, the request of staff is to seek City Council approval of the attached contract to donate 6524, 6526 and 6545 Plymouth Avenue to Habitat for Humanity to secure ownership via the donation of the 3 City owned lots to assist in the construction of 7 new owner occupied single family homes within the 6500 block of Plymouth Avenue.

### **Attachments:**

1. City Manager Memo
2. Contracts For 6524, 6526 & 6545 Plymouth Ave.

**RECOMMENDATION:** The City Manager recommends approval.



**Department of Planning and Development**

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

**M E M O R A N D U M**

TO: Gregory Rose, City Manager  
FROM: Clifford Cross, Planning Director  
DATE: September 11, 2019  
SUBJECT: Habitat Lot Donation Contract  
  
CC: John Mulligan, City Attorney

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At the upcoming City Council meeting, members will consider the dedication of land to Habitat for Humanity as part of their 2019 Phase III University City housing construction project. Specifically, Habitat for Humanity has secured funding to construct 7 new proposed owner occupied single family homes within the 6500 Block of Plymouth Avenue. The lots identified for the construction of these new homes consist of 6522, 6524, 6526, 6533, 6535 and 6545 Plymouth Avenue.

Currently the City of University City owns lots 6524, 6526 and 6545 and Habitat for Humanity has secured control of the remaining four lots. Based upon the current control of the lots, and a proposed partnership to obtain the 3 City lots, Habitat for Humanity was able to secure an additional \$422,225.00 in funding from the St. Louis County Office of Community Development to fund the construction of these new homes. This funding will subsidize the remaining \$1,016,425.00 that Habitat has accounted for to fund the project that will assist them in their efforts to provide affordable housing.

Therefore, the request of staff is to seek City Council approval of the attached contract to donate 6524, 6526 and 6545 Plymouth Avenue to Habitat for Humanity to secure ownership via the donation of the 3 City owned lots to assist in the construction of 7 new owner occupied single family homes within the 6500 block of Plymouth Avenue.



*\*\*This document has legal consequences. If you do not understand it, consult your attorney.*

## **RESIDENTIAL SALE CONTRACT**

### **1. PARTIES**

**The City of University City, Missouri**, whose address is 6801 Delmar Boulevard., University City, Missouri (“Seller”), agrees to sell and convey to **Habitat for Humanity Saint Louis**, a Missouri non-profit corporation, whose address is 3763 Forest Park Avenue, St. Louis, Missouri 63108 (“Buyer”), and Buyer agrees to purchase **AS IS** from Seller, the properties described in Section 2.

### **2. PROPERTY**

Seller hereby agrees to sell and Buyer hereby agrees to purchase, upon the terms, stipulations and conditions set forth in this Sale Contract, the following parcel of real property in University City, commonly referred to as **6524 Plymouth Avenue**, St. Louis, Missouri, together with all existing improvements, appurtenances, fixtures, and equipment (the “Properties”). The Property is more specifically described as follows:

Lot 12 of DeSoto Place, according to the plat thereof recorded in Plat Book 8 Page 31 of the St. Louis County Records.

Seller represents and warrants that (i) it is the sole owner of the Property; (ii) it owns the Properties free and clear of all loans, liens, or other similar encumbrances; and (iii) the Properties are unoccupied.

### **3. PURCHASE PRICE**

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form by the parties who executed the facsimile or e-mail document. No party may raise the use of a facsimile machine or e-mail or the fact that any signature was transmitted through the use of facsimile or e-mail as a defense to the enforcement of this Sale Contract.

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6801 Delmar Boulevard  
University City, MO 63130

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kyle Hunsberger

Name: Gregory Rose

Title: Director of Construction

Title: City Manager

Date: \_\_\_\_\_

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**The City of University City, Missouri**, whose address is 6801 Delmar Boulevard., University City, Missouri (“Seller”), agrees to sell and convey to **Habitat for Humanity Saint Louis**, a Missouri non-profit corporation, whose address is 3763 Forest Park Avenue, St. Louis, Missouri 63108 (“Buyer”), and Buyer agrees to purchase **AS IS** from Seller, the properties described in Section 2.

### **2. PROPERTY**

Seller hereby agrees to sell and Buyer hereby agrees to purchase, upon the terms, stipulations and conditions set forth in this Sale Contract, the following parcel of real property in University City, commonly referred to as **6526 Plymouth Avenue**, St. Louis, Missouri, together with all existing improvements, appurtenances, fixtures, and equipment (the “Properties”). The Property is more specifically described as follows:

Lot 13 of DeSoto Place, according to the plat thereof recorded in Plat Book 8 Page 31 of the St. Louis County Records.

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By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kyle Hunsberger

Name: Gregory Rose

Title: Director of Construction

Title: City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Council Agenda Item Cover

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**MEETING DATE:** October 14, 2019

**AGENDA ITEM TITLE:** Heman Park Community Center – Roof Replacement

**AGENDA SECTION:** Consent Agenda

**CAN THIS ITEM BE RESCHEDULED?:** Yes

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### **BACKGROUND:**

Due to a hail event impacting University City facility assets, the Heman Park Community Center was included in an insurance loss assessment on April 30, 2018 and received a monetary settlement of \$14,887.27

The referenced roof is in a deteriorating condition beyond the insurance-adjusted repair for the above dollar amount and needing replacement. Bids were received in the amounts listed below for like kind roof replacement work:

Shay Roofing, Inc. - \$100,300.00  
Bade Roofing - \$106,866.00

After the insurance settlement is accounted for, an \$85,412.73 of funding is proposed to be funded from 12-Capital Improvement Sales Tax Fund – City Facilities Improvements (Project #20/24-04).

### **RECOMMENDATION:**

City Manager recommends approval to award the HPCC Roof Replacement project to Shay Roofing Inc. for their bid amount of \$100,300.00

### **ATTACHMENTS:**

- HPCC Roof Plan
- Insurance report listing HPCC
- Bid responses

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

070150.72 Rehabilitation of Built-Up Roofing (AlphaGuard)

City of University City, MO  
Roof Restoration-University City Senior Center



## SECTION 070150.72 - REHABILITATION OF BUILT-UP ROOFING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:

1. Roof re-coating preparation.
2. Application of reinforced fluid-applied roof membrane and flashings over existing built-up asphalt roofing.

- B. Scope of Work to include:

1. Remove any wet insulation and replace with like kind.
2. Remove existing crickets and replace with new, adhere with two-part foam, coverboard, 2 composite plys in Endure adhesive and Alphaguard Puma entire system
3. Alphaguard entire system per spec 7,227sf of Roof A and B.
4. Sump existing drains, replace plumbing, two drains (bowls, lids and elbows)

- C. Related Requirements:

1. Division 00 Document "Available Information," including the following pre-construction test report attachments.
  - a. Roof moisture survey report.
2. Division 07 Section "Preparation for Re-Roofing" for existing roofing tearoff and recycling of demolished materials, patching, and substrate preparation for rehabilitation of roofing membrane.
3. Division 07 Section "Maintenance Cleaning of Membrane Roofing" for reclaimed water cleaning system for preparation of existing roof substrate.
4. Division 07 Section "Sheet Metal Flashing and Trim" for formed metal roof flashings and counterflashings,.

- D. Allowances: Refer to Division 01 Section "Allowances" for description of Work in this Section affected by allowances.

- E. Unit Prices: Refer to Division 01 Section "Unit Prices" for description of Work in this Section affected by unit prices.

- F. Alternates: Refer to Division 01 Section "Alternates" for description of Work in this Section

affected by alternates.

### 1.3 MATERIALS OWNERSHIP

- A. Demolished materials shall become Contractor's property and shall be removed from Project site.

### 1.4 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing Manual" for definition of terms related to roofing work in this Section.
- B. Roofing Re-Coating Preparation: Existing roofing that is to remain and be prepared to accept restorative coating application.
- C. Patching: Removal of a portion of existing membrane roofing system from deck or removal of selected components and accessories from existing membrane roofing system and replacement with similar materials.
- D. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- E. Existing to Remain: Existing items of construction that are not indicated to be removed.
- F. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- G. Demolition Waste: Building and site improvement materials resulting from re-roofing preparation, demolition or selective demolition operations.
- H. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- I. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- J. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- K. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product specified.

### 1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Product Certificate: Submit notarized certificate, indicating products intended for Work of this Section, including product names and numbers and manufacturers' names, with statement indicating that products to be provided meet the requirements of the Contract Documents.



- B. Qualification Data: For Installer, Manufacturer, and Roofing Inspector.
  - 1. Letter written for this Project indicating manufacturer approval of Installer to apply specified products and provide specified warranty.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing rehabilitation system.
- D. Warranties: Unexecuted sample copies of special warranties.
- E. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, and for dust control. Indicate proposed locations and construction of barriers.
- F. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, which might be misconstrued as having been damaged by re-coating operations. Submit before Work begins.
- G. Inspection Reports: Daily reports of Roofing Inspector. Include weather conditions, description of work performed, tests performed, defective work observed, and corrective actions required and carried out.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: To include in maintenance manuals.
- B. Warranties: Executed copies of approved warranty forms.

#### 1.8 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of three years' experience installing products comparable to those specified, able to communicate verbally with Contractor, Architect, and employees, and the following:
  - 1. Qualified by the manufacturer to install manufacturer's product and furnish warranty of type specified.
- B. Manufacturer Qualifications: Primary product manufacturer with minimum five years' experience in manufacture of comparable products in successful use in similar applications, and able to furnish warranty with provisions matching specified requirements.
  - 1. Approval of Other Manufacturers and Comparable Products: Submit the following in accordance with project substitution requirements, within time allowed for substitution review:
    - a. Product data, including certified independent test data indicating compliance with requirements.
    - b. Samples of each component.
    - c. Sample submittal from similar project.

- d. Project references: Minimum of five installations of specified products with Owner and Architect contact information.
  - e. Sample warranty.
- C. Roofing Inspector Qualifications: A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be one of the following:
1. An authorized full-time technical employee of the manufacturer.

#### 1.9 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with rehabilitation work only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.
1. Store all materials prior to application at temperatures between 60 and 90 deg. F.
  2. Apply coatings within range of ambient and substrate temperatures recommended by manufacturer. Do not apply materials when air temperature is below -20 or above 110 deg. F.
  3. Do not apply roofing in snow, rain, fog, or mist.
- B. Protect building to be rehabilitated, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from rehabilitation operations.
- C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- D. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
- E. Owner will occupy portions of building immediately below re-coating area. Conduct re-coating so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.

#### 1.10 WARRANTY

- A. Manufacturer's Warranty for Roof Rehabilitation: Written warranty in which Manufacturer agrees to repair roof rehabilitation installations that fail due to defects in rehabilitation materials or workmanship within specified warranty period.
1. Failures include, but are not limited to, the following:
    - a. Rehabilitated membrane failures including rupturing or cracking due to a manufacturing or installation defect.

- b. Deterioration of applied rehabilitation materials beyond normal weathering.
  2. Qualified Installer Warranty Requirement: Installer must meet requirements of Quality Assurance Article.
  3. Installation Inspection Warranty Requirement: By Roofing Inspector in accordance with requirements of Part 3 Field Quality Control Article.
  4. Warranty Period: 20 years from date of Substantial Completion.
- B. Manufacturer Inspection and Preventive Maintenance Requirement: By manufacturer's technical representative, to report maintenance responsibilities to Owner necessary for preservation of Owner's warranty rights. The cost of manufacturer's inspections and preventive maintenance is included in the Contract Sum. Inspections to occur in Years 2, 5, 10 and 15 following date of Substantial Completion.
- C. Installer's Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section and related Sections indicated above, including all new components of rehabilitated roofing such as coating application, flashings, roof insulation, fasteners, and walkway products, for the following warranty period:
1. Warranty Period: Two years from date of Substantial Completion.
- D. Extended Roof System Warranty: Warranties specified in this Section include the following components and systems specified in other sections supplied by or approved by the roofing rehabilitation coating Manufacturer, and installed by the roofing system Installer:
1. Sheet metal flashing and trim, including roof penetration flashings.
  2. Manufactured copings, roof edge, counterflashings, and reglets.
  3. Roof curbs, hatches, and penetration flashings.
  4. Roof and parapet expansion joint assemblies.
  5. Metal roof, wall, and soffit panels and trim.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by a manufacturer meeting qualification requirements in Quality Assurance Article.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Tremco Roofing, Inc.

### 2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Rehabilitated roofing shall withstand exposure to weather without failure or leaks due to defective manufacture or installation.

1. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Exterior Fire-Test Exposure: ASTM E 108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.

### 2.3 MATERIALS

- A. General: Re-coating materials recommended by roofing system manufacturer for intended use and compatible with components of existing membrane roofing system.
- B. Infill Materials: Where required to replace test cores and to patch existing roofing, use infill materials matching existing membrane roofing system materials, unless otherwise indicated.
- C. Temporary Roof Drainage: Design and selection of materials for temporary roof drainage are responsibilities of the Contractor.

### 2.4 FLUID-APPLIED ROOFING MEMBRANE

- A. Polyurethane Elastomeric Fluid-Applied System: Two-coat fluid-applied roofing membrane formulated for application over prepared existing roofing substrate.
  1. Primer for Alphaguard Puma System
    - a. Basis of design product: Tremco, AlphaGuard PUMA Primer.
  2. Primer for Non-Porous Surfaces: Concrete and Metal Surfaces
    - a. Basis of design product: Tremco, AlphaGuard Puma Primer.
3. Polyurethane-modified methyl methacrylate roof coating system top coat, two-component 0 VOC, UV resistant, for application over compatible base coat.
  - a. Basis of design product: Tremco, AlphaGuard PUMA Top Coat.
  - b. Combustion Characteristics, UL 790: Class A, for two-coat system.

- c. Volatile Organic Compounds (VOC), maximum, ASTM D 3960: 0 g/L.
  - d. Tensile Strength, ASTM D5147: 177 lbf/in.
  - e. Elongation, Reinforced, ASTM D5147: 40 percent.
  - f. Crack Bridging, ASTM D5147: Pass, 2 mm.
  - g. Hardness, Shore A, minimum, ASTM D2240: 93.
  - h. Solar Reflectance Index (SRI), ASTM E1980: Not less than 95.
  - i. Minimum Thickness: 20 wet mils, over cured base coat.
4. Polyurethane-modified methyl methacrylate reinforced roof coating system base coat, two-part moisture-curing for use with a compatible top coat.
- a. Basis of design product: Tremco, AlphaGuard PUMA Base Coat.
  - b. Combustion Characteristics, UL 790: Class A, for two-coat system.
  - c. Volatile Organic Compounds (VOC), maximum, ASTM D 3960: 0 g/L.
  - d. Tensile Strength, ASTM D5147: 177 lbf/in.
  - e. Elongation, Reinforced, ASTM D5147: 40 percent.
  - f. Crack Bridging, ASTM D5147: Pass, 2 mm.
  - g. Hardness, Shore A, minimum, ASTM D 2240: 93.
  - h. Minimum Thickness, Reinforced Base Coat: 40 wet mils plus 40 wet mils over embedded reinforcing fabric.

## 2.5 AUXILIARY MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with existing roofing system and fluid-applied roofing system.
- B. Cricket Replacement Plys (2-Ply).
  - 1. ASTM D 4601 Type II non-perforated SBS-modified asphalt coated fiberglass/fiberglass/polyester reinforced high tensile strength sheet dusted with fine mineral surfacing on both sides.
    - a. Basis of design product: Tremco, BURmastic Composite Ply HT.
    - b. Tensile Strength, minimum, ASTM D 5147: Machine direction, 165 lbf/in (28.9 kN/m); Cross machine direction, 150 lbf/in (26.3 kN/m).

- c. Tear Strength, minimum, ASTM D 5147: Machine direction, 210 lbf (0.9 kN); Cross machine direction, 185 lbf (0.8 kN).
- d. Elongation at 77 deg. F (25 deg. C), minimum, ASTM D 5147: 6 percent.
- e. Thickness, minimum, ASTM D 146: 0.055 inch (1.4 mm).

C. Reinforcing Fabric (Alphaguard Puma):

- 1. Polyester Reinforcing Fabric: 100 percent stitch-bonded mildew-resistant polyester fabric intended for reinforcement of compatible fluid-applied membranes and flashings.
  - a. Basis of design product: Tremco, Permafab.
  - b. Tensile Strength, ASTM D 1682: Not less than 50 lbf. (222 N).
  - c. Elongation, ASTM D 1682: Not less than 60 percent.
  - d. Tear Strength, ASTM D 1117: Not less than 16 lbf. (70 N).
  - e. Weight: 3 oz./sq. yd (102 g/sq. m).

D. Interplys Adhesive.

- 1. Cold-applied bio-based low odor urethane roofing adhesive, two-part, USDA BIOPreferred, formulated for compatibility and use with specified roofing membranes and flashings.
  - a. Basis of design product: Tremco, POWERply Endure BIO Adhesive (PEBA).
  - b. Volatile Organic Compounds (VOC), maximum, ASTM D 3690: 1 g/L.
  - c. Low Temperature Flexibility, ASTM D 2240: 88 Shore A.
  - d. Solids, by Volume, ASTM D 2697: 100 percent.
  - e. Biobase Content, ASTM D 6866: Not less than 70 percent.

E. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

F. Cover Board-Glass-mat-faced gypsum panel, ASTM C 1177/C 1177M.

Basis of design product: Tremco/GP Gypsum Dens Deck. Thickness: 1/4 inch.

G. Cover Board and Insulation Adhesive Roof Insulation Adhesive: Cold fluid-applied bead-applied low-rise adhesive, two-component solvent-free low odor elastomeric urethane, formulated to adhere roof insulation to substrate.

Basis of design product: Tremco, Low Rise Foam Insulation Adhesive. Flame Spread Index, ASTM E 84: 10. Smoke Developed Index, ASTM E 84: 30. Volatile Organic Compounds

(VOC), maximum, ASTM D 3960: 0 g/L. Tensile Strength, minimum, ASTM D 412: 250 psi (1724 kPa). Peel Adhesion, minimum, ASTM D 903: 17 lbf/in (2.98 kN/m). Flexibility, 70 deg. F (39 deg. C), ASTM D 816: Pass.

H. Cleaner

1. AlphaGuard Puma Cleaner

2.6 Flashings

A. Flashings Product:

1. Polyurethane-modified Methyl Methacrylate Fluid-Applied Flashing: Two-component brush and roller grade reinforced fluid flashing formulated for compatibility and use in fabric-reinforced flashing applications in PUMA systems.

a. Basis of design product: Tremco, AlphaGuard PUMA Quick Flash.

b. VOC: 0 g/L.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine existing roofing substrates, with Installer present, for compliance with requirements and for other conditions affecting application and performance of roof coatings.
1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance.
  2. Verify compatibility of approved re-coating system with and suitability of substrates.
  3. Verify that substrates are visibly dry and free of moisture.
  4. Verify that roofing membrane surfaces have adequately aged to enable proper bond with re-coating system base coat.
  5. Verify that existing roofing membrane is free of blisters, splits, open laps, indications of shrinkage, and puncture damage or other indications of impending roof system failure.
  6. Commencing application of fluid-applied re-coating membrane indicates acceptance of surfaces and conditions.

#### 3.2 PREPARATION

- A. Protect existing roofing system that is indicated not to be rehabilitated, and adjacent portions of building and building equipment.

1. Mask surfaces to be protected. Seal joints subject to infiltration by coating materials.
  2. Limit traffic and material storage to areas of existing roofing membrane that have been protected.
  3. Maintain temporary protection and leave in place until replacement roofing has been completed.
- B. Pollution Control: Comply with environmental regulations of authorities having jurisdiction. Limit spread of dust and debris.
1. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  2. Remove debris from building roof by chute, hoist, or other device that will convey debris to grade.
- C. Shut down air intake equipment in the vicinity of the Work in coordination with the Owner. Cover air intake louvers before proceeding with re-coating work that could affect indoor air quality or activate smoke detectors in the ductwork.
1. Verify that rooftop utilities and service piping affected by the Work have been shut off before commencing Work.
- D. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
1. Do not permit water to enter into or under existing membrane roofing system components that are to remain.

### 3.3 ROOFING COATING PREPARATION

- A. Removal of Wet Insulation: Remove portions of roofing membrane with underlying wet insulation. Remove wet insulation, fill in tear-off areas to match existing insulation and membrane, and prepare patched membrane for application of roof coating specified below.
- B. Membrane Surface Preparation:
1. Remove blisters, ridges, buckles, roofing membrane fastener buttons projecting above the membrane, and other substrate irregularities from existing roofing membrane that would inhibit application of uniform, waterproof coating.
  2. Broom clean existing substrate.
  3. Substrate Cleaning: Clean substrate in accordance with requirements of Section 070150.16 "Maintenance Cleaning of Membrane Roofing."
  4. Substrate Cleaning: Clean substrate of contaminants such as dirt, debris, oil, and grease that can affect adhesion of coating by power washing at maximum 2,000 psi.
    - a. Dispose of waste water in accordance with requirements of authorities having



jurisdiction.

5. Verify that existing substrate is dry before proceeding with application of coating. Spot check substrates with an electrical capacitance moisture-detection meter.
- C. Existing Flashing and Detail Preparation: Repair flashings, gravel stops, copings, and other roof-related sheet metal and trim elements. Reseal joints, replace loose or missing fasteners, and replace components where required to leave in a watertight condition.
  1. Do not damage metal counterflashings that are to remain. Replace metal counterflashings damaged during removal with counterflashings of same metal, weight or thickness, and finish.
- D. Surface Priming: Prime surfaces to receive fluid-applied coating using coating manufacturer's recommended product for substrate material. Apply at application rate recommended by manufacturer.
  1. Ensure primer does not puddle and substrate has complete coverage.
  2. Allow to cure completely prior to application of coating.

### 3.4 FLUID-APPLIED FLASHING APPLICATION

- A. Fluid-Applied Flashing and Detail Base Coat Application: Complete base coat and fabric reinforcement at parapets, curbs, penetrations, and drains prior to application of field of fluid-applied membrane. Apply base coat in accordance with manufacturer's written instructions.
  1. Extend coating minimum of 8 inches up vertical surfaces and 4 inches onto horizontal surfaces.
  2. Back roll to achieve minimum coating thickness as follows, unless additional thickness is recommended by manufacturer; verify thickness of base coat as work progresses.
    - a. Flashing Base Coat Application Minimum Thickness: 40 wet mils, then reinfoment followed by another 40 wet mils. (Quick flash product)
  3. Embed fabric reinforcement into wet base coat. Lap adjacent flashing pieces of fabric minimum 3 inches along edges and 6 inches at end laps.
  4. Roll surface of fabric reinforcing to completely embed and saturate fabric. Leave finished base coat with fabric free of pin holes, voids, or openings.
  5. Roof Drains: Install base coat onto surrounding membrane surface and metal drain bowl flange. Install target piece of fabric reinforcement immediately into wet base coat and roll to fully embed and saturate fabric. Reinstall clamping ring and strainer following application of top coat. Replace broken drain ring clamping bolts.
  6. Allow base coat to cure prior to application of top coat.
  7. Following curing of base coat and prior to application of top coat, sand raised or exposed edges of fabric reinforcement.
- B. Fluid-Applied Flashing and Detail Top Coat Application: Apply top coat uniformly in a

complete installation to flashings.

1. Prime base coat prior to application of top coat if top coat is not applied within 72 hours of the base coat application, using manufacturer's recommended primer.
2. Apply top coat to flashings extending coating up vertical surfaces and out onto horizontal surfaces 4 inches. Install top coat over field base coat and spread coating evenly.
3. Back roll to achieve minimum coating thickness as follows, unless greater thickness is recommended by manufacturer. Verify thickness of top coat as work progresses:
  - a. Flashing Top Coat Application Minimum Thickness: 20 wet mils.
4. Avoid foot traffic on new fluid-applied membrane for a minimum of 24 hours.

### 3.5 FLUID-APPLIED MEMBRANE APPLICATION

A. Base Coat: Apply base coat to field of membrane in accordance with manufacturer's written instructions.

1. Apply base coat on prepared and primed surfaces and spread coating evenly.
2. Back roll to achieve minimum coating thickness as follows, unless greater thickness is recommended by manufacturer; verify thickness of base coat as work progresses.
  - a. Base Coat Application Minimum Thickness: 40 wet mils followed by reinforcement, and then another 40 mils.
3. Fabric Reinforcement: Embed fabric reinforcement into wet base coat. Lap adjacent pieces of fabric minimum 3 inches (75 mm) along edges and 6 inches (150 mm) at end laps.
  - a. Roll surface of fabric reinforcing to completely embed and saturate fabric. Leave finished base coat with fabric free of pin holes, voids, or openings.
  - b. Following curing of base coat and prior to application of top coat, sand raised or exposed edges of fabric reinforcement.
4. Allow base coat to cure prior to application of top coat.

B. Top Coat: Apply top coat to field of membrane and flashings uniformly in a complete, continuous installation.

1. Prime base coat prior to application of top coat if top coat is not applied within 72 hours of the base coat application, using manufacturer's recommended primer.
2. Apply top coat extending coating up vertical surfaces and out onto horizontal surfaces. Install top coat over field base coat and spread coating evenly.
3. Back roll to achieve coating thickness as follows, unless additional thickness is recommended by manufacturer. Verify thickness of top coat as work progresses:

a. Top Coat Application Minimum Thickness: 20 wet mils.

4. Avoid foot traffic on new fluid-applied membrane for a minimum of 24 hours.

C. Joint Sealant: Apply joint sealant at terminations of coating application and in locations required for complete weathertight application.

### 3.6 FIELD QUALITY CONTROL

A. Roofing Inspector: Owner will engage a qualified roofing inspector to perform roof tests and inspections and to prepare test reports.

B. Roof Inspection: Engage roofing system manufacturer's technical personnel to inspect roofing installation, and submit report to the Architect. Notify Architect or Owner 48 hours in advance of dates and times of inspections. Inspect work as follows:

1. Upon completion of preparation of first component of work, prior to application of re-coating materials.

2. Following application of re-coating to flashings and application of base coat to field of roof.

3. Upon completion of re-coating but prior to re-installation of other roofing components.

C. Repair fluid-applied membrane where test inspections indicate that they do not comply with specified requirements.

D. Arrange for additional inspections, at Contractor's expense, to verify compliance of replaced or additional work with specified requirements.

### 3.7 DISPOSAL

A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

1. Storage or sale of demolished items or materials on-site is not permitted.

B. Transport and legally dispose of demolished materials off Owner's property.

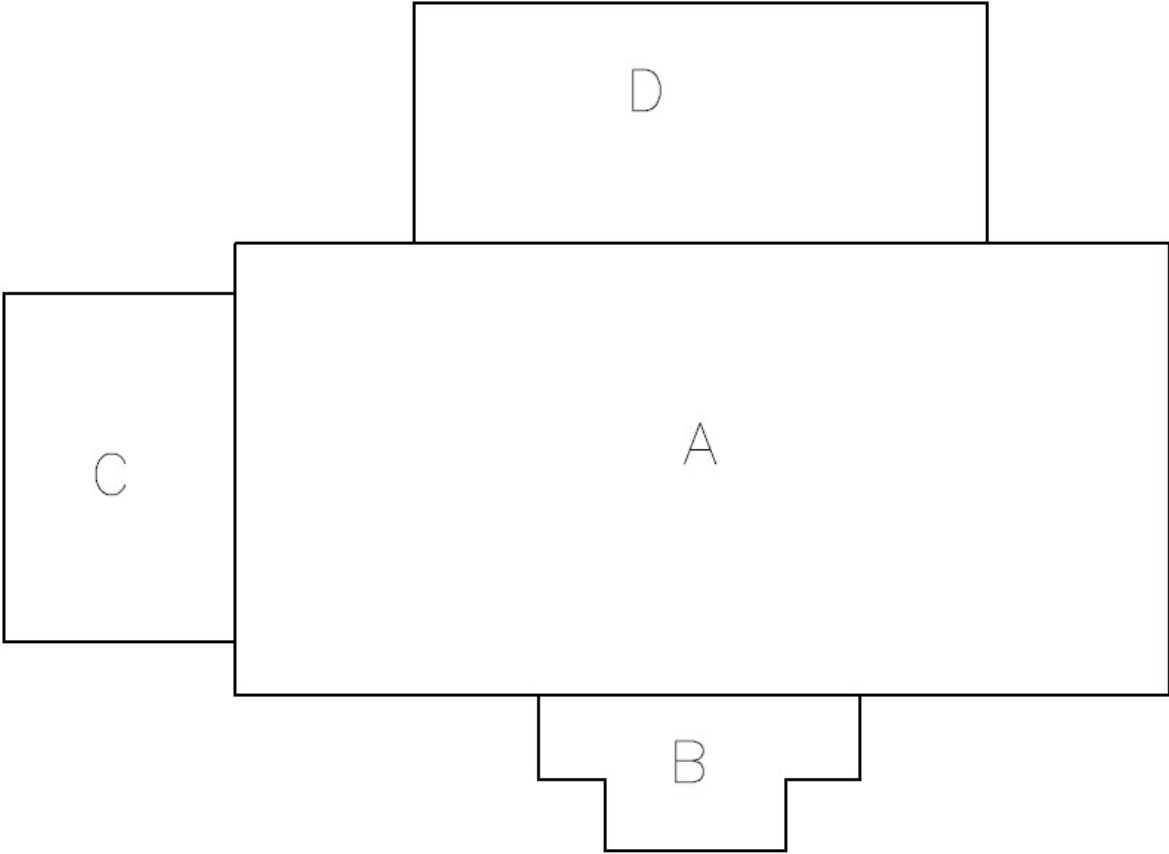
### 3.8 PROTECTING AND CLEANING

A. Protect roofing system from damage and wear during remainder of construction period.

B. Correct deficiencies in or remove coating that does not comply with requirements, repair substrates, and reapply coating.

C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 070150.72





Insured: University City  
Property: 6801 Delmar Blvd.  
University City, MO 63130

Estimator: Chris Green  
Position: Regional Consultant  
Company: Grecco Construction Consultants

Business: (615) 715-0618  
E-mail: cgreen@greccoonline.com

Reference: Roger Blackburn  
Position: General Adjuster  
Company: Chubb  
Business: 2155 W. Pinnacle Peak Rd.  
Phoenix, AZ 85027

Business: (502) 545-0803  
E-mail: rblackburn@chubb.com

**Claim Number:** 040518020889

**Policy Number:**

**Type of Loss:** Hail

Date of Loss: 11/5/2017  
Date Inspected: 4/30/2018

Date Received:  
Date Entered: 5/2/2018 10:04 AM

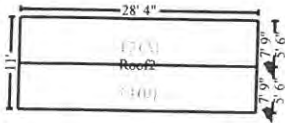
Price List: MOSL8X\_NOV17  
Restoration/Service/Remodel  
Estimate: UNIVERSITY\_CITY

**Overview:**

The cost estimate does not include any overtime and/or premium time for the completion of the documented scope of repair. The scope of repair quantities within this document are intended to restore the building to its pre-loss condition. The removal and/or testing of hazardous materials is not included within this scope of repairs. All material and quantities should be verified by the insured and/or their contractor. Code upgrades should be reviewed by the local code enforcement department. Code updates are excluded from this scope document unless otherwise noted within the scope of repair.

**Activities:**

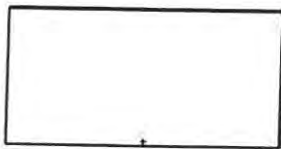
The scope of repair for this loss event is based on our visual inspection at the loss location above on 04/30/2018 in conjunction with initial assessment performed by Chubb representatives. In attendance during this inspection were Chris Green of Grecco Construction Consultants, Roger Blackburn of Chubb, and representatives for University City. The following is a detailed listing of those damages documented and photographed and reflects a value based on those items.

**Roof2**


441.55 Surface Area  
 87.84 Total Perimeter Length

4.42 Number of Squares  
 28.34 Total Ridge Length

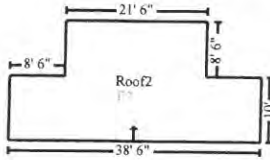
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
42. Remove Tear off, haul and dispose of comp. shingles - 3 tab	4.42 SQ	47.73	0.00	210.97	(0.00)	210.97
43. 3 tab - 20 yr. - composition shingle roofing - incl. felt	4.67 SQ	160.28	29.74	778.25	(178.06)	600.19
44. R&R Drip edge	87.84 LF	2.04	4.88	184.08	(29.23)	154.85
45. R&R Flashing - pipe jack	3.00 EA	34.46	2.13	105.51	(12.77)	92.74
46. R&R Chimney flashing - average (32" x 36")	1.00 EA	283.32	5.91	289.23	(35.37)	253.86
47. Remove Additional charge for steep roof - 10/12 - 12/12 slope	4.42 SQ	18.40	0.00	81.33	(0.00)	81.33
48. Additional charge for steep roof - 10/12 - 12/12 slope	4.42 SQ	45.71	0.00	202.04	(0.00)	202.04
<b>Totals: Roof2</b>			<b>42.66</b>	<b>1,851.41</b>	<b>255.43</b>	<b>1,595.98</b>
<b>Total: Comfort Station</b>			<b>42.66</b>	<b>1,851.41</b>	<b>255.43</b>	<b>1,595.98</b>

**Community Center**
**Roof1**


5512.50 Surface Area  
 315.00 Total Perimeter Length

55.13 Number of Squares

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
49. Aluminum coating - without fiber	5,512.50 SF	0.59	115.54	3,367.92	(0.00)	3,367.92
<b>Totals: Roof1</b>			<b>115.54</b>	<b>3,367.92</b>	<b>0.00</b>	<b>3,367.92</b>



**Roof2**

568.73 Surface Area  
114.03 Total Perimeter Length

5.69 Number of Squares

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
50. Aluminum coating - without fiber	568.73 SF	0.59	11.92	347.47	(0.00)	347.47
<b>Totals: Roof2</b>			<b>11.92</b>	<b>347.47</b>	<b>0.00</b>	<b>347.47</b>
<b>Total: Community Center</b>			<b>127.46</b>	<b>3,715.39</b>	<b>0.00</b>	<b>3,715.39</b>
<b>Total: Heman Park</b>			<b>477.16</b>	<b>16,557.15</b>	<b>1,669.88</b>	<b>14,887.27</b>

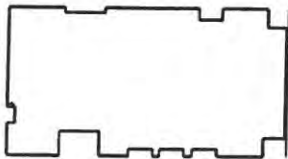
**New Library**

**Main Level**

**Main Level**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
51. Dumpster load - Approx. 40 yards, 7-8 tons of debris	1.00 EA	568.55	0.00	568.55	(0.00)	568.55
52. Boom lift - 30'-45' reach	10.00 DA	304.00	0.00	3,040.00	(0.00)	3,040.00
53. Crane and operator - 14 ton capacity - 65' extension boom	16.00 HR	160.00	0.00	2,560.00	(0.00)	2,560.00
<b>Total: Main Level</b>			<b>0.00</b>	<b>6,168.55</b>	<b>0.00</b>	<b>6,168.55</b>

**Roof1**



18198.35 Surface Area  
684.00 Total Perimeter Length

181.98 Number of Squares

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
54. R&R Copper wall coping	684.00 LF	32.01	1,679.87	23,574.71	(1,072.73)	22,501.98
55. R&R Flashing, 14" wide - copper	684.00 LF	9.36	449.42	6,851.66	(286.99)	6,564.67
56. R&R Cap flashing - copper	684.00 LF	32.79	1,679.87	24,108.23	(1,072.73)	23,035.50
57. R&R Copper Vent Cover*	1.00 EA	446.07	26.34	472.41	(50.45)	421.96

Sinan Alpaslan  
University City  
6800 Delmar  
University City Mo.  
salpaslan@ucitymo.org  
10/29/18

Total cost for job roof restoration \$ 100,300.00

Performance bond \$ 1,204.00

Add for Drain in Front canopy \$ 6,628.00

Contractor name: Shay Roofing, Inc.

Address: 400 S. Breese St., Millstadt, IL 62260

Representative: Glenn Wenzel Signature: \_\_\_\_\_

Date available: 11/19/18

Please email bids to Sinan Alpaslan NO LATER Than TUESDAY November 6th at 2:00 pm

mzaiontz@ucitymo.org

University City Community Center 7227 sq. ft.

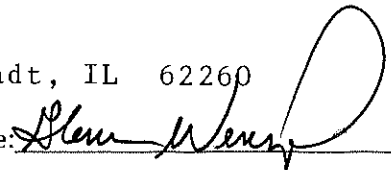
- a. Please remove roof down to deck where cricket goes.
- b. *Nail a vented base sheet. Install Cricket in Cold TWO-PART FOAM or premium IV.*
- c.  $\frac{1}{2}$ " Fiber board
- d. TWO COMPOSITE PLYS ENDURE
- e. Include three new drains, bowels, pipe 24" from elbow. One drain on lower roof.
- f. Add on drain in front canopy.
- g. Paint the 2" fascia around perimeter with Alumination 301.

Total cost for job \$ 106,928.00

Performance bond \$ 1,204.00

Contractor name: Shay Roofing, Inc.

Address: 400 S. Breese St., Millstadt, IL 62260

Representative: Glenn Wenzel Signature: 

Date available: 11/19/18

Please email bids to Mark Zaiontz before next Thursday Nov 6th at 2:00pm



**CITY OF UNIVERSITY CITY, MISSOURI**

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

**The City of University City, Missouri requests this information from any bidder AND its subcontractors to whom the City may make an award of the Contract.**

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

1. Name of Bidder: Shay Roofing, Inc.  
Address of Bidder: 400 S. Breese St., Millstadt, IL 62260 (618) 476-3360  
City State Zip Phone

**For contracts over \$50,000.00 with ten (10) or more workers on the Project;**

The above named bidder proposes to use 2 minorities and/or females for this project which will be 40 % of the total work force.


**For contracts over \$100,000.00 with two (2) or more subcontractors on the Project;\*\***

1. Name of Subcontractor: CMT Roofing, LLC  
Address of Subcontractor: 3130 Gravois Ave., St. Louis, MO 63118 (314) 378-5326  
City State Zip Phone

- Number of minorities and/or females employed by this subcontractor 5
- 11 % of the total contract dollar amount allocated to this subcontractor

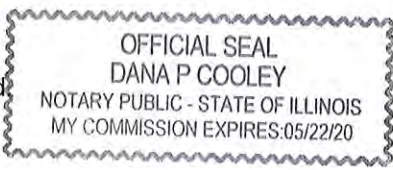
2. Name of Subcontractor: T.A.B. Co., Inc.  
Address of Subcontractor: 5561 Enright Ave., St. Louis, MO 63112 (314) 531-2130  
City State Zip Phone

- Number of minorities and/or females employed by this subcontractor 2
- 2 % of the total contract dollar amount allocated to this subcontractor

Signed:   
(Title)

Subscribed and sworn to before me this 6th day of November, 2018.

  
Notary Public



\*\*Use additional sheets if required.

Sinan Alpaslan  
University City  
6800 Delmar  
University City Mo.  
salpaslan@ucitymo.org  
10/29/18

Total cost for job roof restoration

\$ 106,866

Performance bond


\$ 1,602

Add for Drain in Front canopy

\$ 5,170

Contractor name: Bade Roofing

Address: St. Louis 63125

Representative: Drew Bade Signature: 

Date available: Dec

Please email bids to Sinan Alpaslan NO LATER Than TUESDAY November 6th at 2:00 pm

mzaiontz@ucitymo.org

University City Community Center 7227 sq. ft.

- a. Please remove roof down to deck where cricket goes.
- b. Nail a vented base sheet. Install Cricket in Cold TWO-PART FOAM or premium IV.
- c. 1/2" Fiber board
- d. TWO COMPOSITE PLYS ENDURE
- e. Include three new drains, bowels, pipe 24" from elbow. One drain on lower roof.
- f. Add on drain in front canopy.
- g. Paint the 2" fascia around perimeter with Alumination 301.

Total cost for job

\$ \_\_\_\_\_

Performance bond

\$ \_\_\_\_\_

Contractor name: \_\_\_\_\_

Address: \_\_\_\_\_

Representative: \_\_\_\_\_ Signature: \_\_\_\_\_

Date available: \_\_\_\_\_

Please email bids to Mark Zaiontz before next Thursday Nov 6th at 2:00pm



## Council Agenda Item Cover

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**MEETING DATE:** October 14, 2019  
**AGENDA ITEM TITLE:** Inspector Vehicles  
**AGENDA SECTION:** Consent Agenda  
**CAN THIS ITEM BE RESCHEDULED?:** Yes

---

### BACKGROUND REVIEW:

At the upcoming City Council meeting, staff will be requesting City Council approval of an alternative bid to purchase 5 Electric Vehicles for the Housing Division of the Community Development Department. Specifically, staff will be requesting the approval, of an alternative bid totaling \$132,500 (\$26,500 per vehicle), for the purchase of 5 Nissan Leaf's from St. Charles Nissan.

The original bid was approved by City Council on August 12, 2019 for \$113,500 (\$22,700 per vehicle). The original bid was approved as part of a "Lease to Purchase" option which provided an additional \$7,500 rebate that was available as part of that proposal. Unfortunately, City Staff and Nissan were unable to reach an agreement to utilize the "Lease to Purchase" option due to lease terms and conditions. As a result, after evaluating the logistical challenges staff has determined the "cash purchase" option is the best alternative.

Therefore, staff will be recommending approval of St. Charles Nissan's direct "cash purchase" option totaling \$132,500 (\$26,500 per vehicle) at the upcoming October 14, 2019 City Council meeting. Specifically, the agenda item will be to seek approval of St. Charles Nissan's alternate bid proposal of \$132,500 (\$26,500 per vehicle) to complete the "cash purchase" option of 5 Nissan Leaf's for the Housing Division of the Community Development Department.

### RECOMMENDATION:

The City Manager recommends the "cash purchase" option 5 Nissan Leaf Vehicles from St. Charles Nissan which includes charging stations for each of the vehicles.

**ATTACHMENTS:** *October 4, 2019 City Manager Memo  
St. Charles Nissan Alternative Bid  
August 12, 2019 City Council Agenda Item Cover Letter*



**Department of Planning and Development**

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

**M E M O R A N D U M**

TO: Gregory Rose, City Manager  
FROM: Clifford Cross, Planning Director  
DATE: October 4, 2019  
SUBJECT: Electric Vehicle Purchase – Alternative Bid  
CC: John Mulligan, City Attorney

At the upcoming City Council meeting, staff will be requesting City Council approval of an alternative bid to purchase 5 Electric Vehicles for the Housing Division of the Community Development Department. Specifically, staff will be requesting the approval, of an alternative bid totaling \$132,500 (\$26,500 per vehicle), for the purchase of 5 Nissan Leaf's from St. Charles Nissan.

The original bid was approved by City Council on August 12, 2019 for \$113,500 (\$22,700 per vehicle). The original bid was approved as part of a "Lease to Purchase" option which provided an additional \$7,500 rebate that was available as part of that proposal. Unfortunately, City Staff and Nissan were unable to reach an agreement to utilize the "Lease to Purchase" option due to lease terms and conditions. As a result, after evaluating the logistical challenges staff has determined the "cash purchase" option is the best alternative.

Based upon the recommendation to move forward with the "cash purchase" option, staff has requested and been provided an alternative bid by St. Charles Nissan. The new bid is for the aforementioned \$132,500 (\$26,500 per vehicle). This bid does provide a \$3,500 rebate per vehicle which is a reduction of original \$7,500 rebate resulting in the increased cost of \$19,000 (\$3,800 per vehicle) to purchase these 5 vehicles. In evaluating prior bids, the next closest bid pertaining to the "cash purchase" option, was Bommarito Nissan of Ballwin which totaled \$129,975 (\$25,995 per vehicle). Staff has verified, with Bommarito verbally, that they can still honor that bid. However, the Bommarito Nissan bid does not include the charger which is included within the St. Charles Nissan bid. Based upon the projected cost, of approximately \$3,500 - \$4,000 for the chargers, the two bids are comparable. Furthermore, St. Charles Nissan currently has the 5 vehicles on site and are prepared to deliver immediately upon purchase.

Therefore, staff will be recommending approval of St. Charles Nissan's direct "cash purchase" option totaling \$132,500 (\$26,500 per vehicle) at the upcoming October 14, 2019 City Council meeting. Specifically, the agenda item will be to seek approval of St. Charles Nissan's alternate bid proposal of \$132,500 (\$26,500 per vehicle) to complete the "cash purchase" option of 5 Nissan Leaf's for the Housing Division of the Community Development Department.

*Attachments: St. Charles Nissan Alternative Bid  
August 12, 2019 City Council Agenda Item Cover Letter*

New proposal for Nissan Leaf (St. Charles Nissan)

To whom it may concern,

This is a revised proposal for the City of University City. This proposal is for purchase 5 Nissan LEAFs from St. Charles Nissan for twenty-six thousand five hundred dollars each. For a total of one hundred thirty-two thousand five hundred dollars.

Along with the purchase of these 5 LEAFs St. Charles Nissan will include 3 dual head external chargers for the purpose of installing on site to fuel said vehicles.

Vehicle description and Vin #s are as follows

- 1.) 2019 LEAF S VIN: 1N4AZ1CP7KC309416
- 2.) 2019 LEAF S VIN: 1N4AZ1CP2KC315155
- 3.) 2019 LEAF S VIN: 1N4AZ1CPXKC303318
- 4.) 2019 LEAF S VIN: 1N4AZ1CP3KC315214
- 5.) 2019 LEAF S VIN: 1N4AZ1CP2KC303345

Per Leaf----- \$26,500.00

Total for all 5-----\$132,500.00

\*Each of these LEAFs do qualify for the \$7,500.00 in EV tax Credit.



## Council Agenda Item Cover

**MEETING DATE:** August 12, 2019  
**AGENDA ITEM TITLE:** Inspector Vehicles  
**AGENDA SECTION:** Consent Agenda  
**CAN THIS ITEM BE RESCHEDULED?:** Yes

**BACKGROUND REVIEW:**

The City of University City Department of Community Development utilizes a code enforcement housing division that requires the inspectors to be in the field and drive to various locations for inspections and to address code violations. Each inspector utilizes their own vehicle for these inspections and averages 500 miles per month. Currently, University City reimburses these inspectors for the mileage they incur throughout their workday resulting in the City paying approximately \$16,000 per year toward mileage to reimburse the housing inspectors. The purchase of City-owned vehicles, as opposed to inspectors using their own, is estimated to provide a cost benefit to the City in approximately 6 years.

An analysis of initial and long term costs was completed comparing estimated costs of gasoline, hybrid, and electric powered vehicles. Maintenance, repairs, electricity and fuel costs were estimated for each vehicle. This estimated cost comparison indicated that the purchase of electric vehicles versus gasoline or hybrid was the best option over time.

A Request for Quotes was sent to five different vendors and posted on the University City website. The Request for Quotes included an alternate line item for the purchase of charging stations. The purchase of the charging stations was not included in the budget amount of \$100,000 toward the purchase of the vehicles. Five quotes were received as follows:

Vendor	Vehicle Type	Price (each)	Total Price	Chargers Included	Payment Method
St. Charles Nissan	Nissan Leaf S	\$22,700.00	\$113,500.00	Yes	Lease Option to buy. Buyout 30 days from lease conception
Suntrup Nissan	Nissan Leaf S	\$24,469.00	\$122,346.00	Yes	Lease Option to buy. Buyout 30 days from lease conception
Bommarito Nissan Ballwin	Nissan Leaf S	\$25,995.00	129,975.00	No	Cash Payment
National Auto Fleet Group	Nissan Leaf S	\$27,626.14	\$138,130.70	Yes	Cash Payment
Bommarito Nissan Hazelwood	Nissan Leaf S	\$27,800.00	\$139,000.00	No	Cash Payment

**RECOMMENDATION:**

Staff recommends purchasing 5 Nissan Leaf Vehicles from St. Charles Nissan which includes charging stations for each of the vehicles. For the most economical option, staff has recommended a lease to purchase option in order to take full advantage of the federal incentives. As a result, the City Manager is requesting to accept the bid of \$113,500 and execute a contract with St. Charles Nissan as an initial lease with a buyout option after 30 days.



## Council Agenda Item Cover

**MEETING DATE:** October 14, 2019

**AGENDA ITEM TITLE:** HR Software – Applicant Tracking & Onboarding

**AGENDA SECTION:** Consent Agenda

**CAN THIS ITEM BE RESCHEDULED? :** No

### BACKGROUND REVIEW:

We have been exploring Applicant Tracking and Onboarding systems, including the current platforms in our existing enterprise system, New World, that had been funded and paid for over the years but never implemented and utilized. Through exploration, we've learned that New World will be limited in meeting our needs. The system will allow candidates to apply but not allow us to post/advertise on different job boards nor take candidates through the entire recruiting and onboarding process electronically.

We've looked at other vendors including Neogov and ApplicantPro. Neogov's software systems are cloud-based, robust and customizable, but costly. The added benefit of Neogov is the additional modules that could be added down the road such as Performance Management, Learning/Training Management, but we're not there yet. By comparison ApplicantPro has good user-friendly, similarly robust, customizable and cloud-based systems that will get the job done for a fraction of the cost (see the table below).

### Annual Costs

Module/System	New World	NeoGov (cloud-based)	ApplicantPro (cloud-based)
Applicant Tracking	\$2352 (e-recruit) \$1830 (applicant tracking)	\$8,368 (Annual License) \$2,500 (One Time Set Up Fee) \$2,500 (Online Training)	\$3,708
Onboarding	n/a	\$7,322 (Annual License) \$1,500 (One Time Set Up Fee) \$1,500 (Online Training)	\$2,700
Performance	n/a	\$12,551 (Annual License) \$2,500 (One Time Set Up Fee) \$2,500 (Online Training)	n/a
Learning	n/a	\$16,735 (Annual License) \$2,500 (One Time Set Up Fee) \$2,500 (Online Training)	n/a

Additional New World modules that were previously paid for annually but never utilized included Personnel Action Processing (\$2,091) and Employee Event Tracking (\$2,352) for a total of \$8,625 including those listed in the table above. The cost for Neogov's Onboarding and Applicant Tracking is \$23,690 the first year and \$15,690 annually thereafter. The cost for ApplicantPro's Onboarding and Applicant Tracking is \$6,408 annually (no additional training or setup fees).

ApplicantPro is the most cost-effective option that will meet our organizational needs. We have concluded a 30-day trial period and the intent is to move forward with acquiring and implementing the two systems—Applicant Tracking and Onboarding at an annual cost of \$6408. One of the major limitations of our current paper/manual process of receiving applications is small applicant pools so it's a priority to put this in place to increase the quality, quantity and diversity of our applicants. We have already seen success in these areas and more during the 30-day trial period.

**RECOMMENDATION:**

The City Manager recommends approval of purchasing ApplicantPro for an annual cost of \$6,408.00 for our applicant tracking and onboarding software. The net financial impact to the city is a reduced cost of (\$2,217.00).

**ATTACHMENTS:**

ApplicantPro ATS Quote  
ApplicantPro Onboarding Quote



**Comprehensive Background Check****Includes:**

- ✓ **Instant Criminal Multi-State Database Search**
- ✓ **Government and Terrorist Watch Lists**
- ✓ **National Sex Offender Registry Search**
- ✓ **Social Security Number Trace**
- ✓ **Alias Search**
- ✓ **7 Year County Felony & Misdemeanor Criminal Records**  
\*Additional County Access Fees may apply

**\$39\***Includes Unlimited  
Counties on Primary  
Name Searches**Additional Products Available**

**Additional products that can either be included in a package or added individually. Please see Product Descriptions for additional detail.**

- ✓ **\$9.50 - PER Verification of Employment, Education or Licenses**
  - *Additional Third Party Access Fees may apply - see description on page 3*
- ✓ **\$9.50 - PER Prior Supervisor Reference Request**
- ✓ **\$11.50 - PER DOT Regulated Previous Employer Verifications**
  - *Includes the required Safety Performance Review & Drug and Alcohol Test History*
- ✓ **\$8.00 - Federal Court Records - per District**
- ✓ **\$6.00 - Motor Vehicle Reports (MVR) - plus applicable State Fee**

**Drug Testing**

- ✓ **\$41.50 - 5 Panel eCup Drug Test**
- ✓ **\$48.95 - 10 Panel Drug Test With Oxy**
- ✓ **\$53.00 - DOT Drug Test**

## Product Descriptions

**County Court Access Fees:** *Some County courts charge a fee to access their court records. In these instances, we will pay for these fees up front to obtain the records, and then bill you for the fee on your invoice. A list of current County court access fees can be found at <http://www.proscreening.com/fees>*

**InstaCriminal Multi-State Alias Search:** *The InstaCriminal Multi-State Alias Search is a database containing millions of criminal records from thousands of jurisdictions across the country. If a crime was committed outside the Counties where your applicant has lived, this database is your best chance at finding it. If a criminal hit is found in the InstaCriminal Multi-State Alias Database Search, it is our policy to pull the County criminal record to obtain all available information to ensure the record being reported is accurate and up-to-date. This helps to fulfill our reporting requirement of maximum possible accuracy.*

**National Sexual Offender Registry Search:** *Includes all offenders currently registered with the National Sex Offender Registry.*

**SSN Trace:** *Using the SSN of your applicant, we examine the name and address history of your applicants to determine the best name(s) and jurisdiction(s) to search for criminal records during the past seven years. ProScreening utilizes this information internally only, so this data will not be reported on the final report to you.*

**County Criminal Record Search:** *County Criminal Court Records are where the most thorough and up-to-date criminal case information is stored. A county search will typically disclose convicted Misdemeanor and Felony records, as well as the: jurisdiction, type of offense, offense description, case number and case disposition.*

**Federal Court Records:** *Federal criminal, civil or bankruptcy searches can identify records such as interstate drug or arms trafficking, identity theft, embezzlement, kidnapping or crimes that occur on Federal property. These records are especially useful for management & financial positions.*

**Motor Vehicle Records (MVR):** *Instant in most states. Additional state access fees apply. MVR state access fee guide is available upon request. Annual MVR Report Runs available. Price quoted does not include State Fee.*

**Employment Verification:** *verify dates of employment, position, salary, reason for leaving.*

**Education Verification:** *verify dates of attendance, area of study and degrees obtained (if applicable).*

**Professional License Verification** verify professional licensure and standing.

**DOT Employee Verifications** as required by the DOT per the FMCSA regulations for applicants in a DOT regulated position. Both Driver Safety Performance and Drug and Alcohol test history are verified.

**\*\*Third Party Fees – Some employers and most higher education institutions outsource verifications to a third party system. These third party systems incur additional fees. You will choose whether or not you want us to perform verifications which require the use of these systems. If you opt to not incur these additional third party charges, the verification will be closed unverified.\*\***

## Drug Testing Information

### **How does the Drug Testing work?**

- ✔ You place the order for a drug test.
- ✔ Using the applicant's home address, we find the closest clinic to your applicant from our nationwide network!
- ✔ An email is sent to the applicant telling them what clinic to go to for their drug test, what to bring with them, and how long they have to complete the test.
- ✔ Our eCup drug test will return negative results the same day.
- ✔ Results are sent electronically to the individual who ordered the test.
- ✔ Any Medical Review Officer (MRO) fees are included in the cost of the test.
- ✔ We pay the labs and clinics and invoice you on your Background Check Invoices.

**5 Panel Test Includes:** Cannabinoids (THC), Cocaine, Amphetamine, Opiates, Phencyclidine (PCP). Rapid 5 Panel Tests available as well as lab processed tests.

**DOT Test Includes:** THC, Cocaine, Amphetamines, Opiates, PCP, MDMA Powder Ecstasy, Oxycodone/Oxymorphone, 6-AM, Hydrocodone/Hydromorphone, Methamphetamines

**10 Panel Test + Oxy:** \*OxyContin (a narcotic painkiller) is NOT included in standard drug tests (although it is an Opiate, it doesn't metabolize as one), so we have added it as an additional panel due to the heavy abuse of the painkiller OxyContin.

## Terms and Conditions

- The quoted rates will be honored for 3 months past the date of quote, and sold client rates are guaranteed for 12 months. Rates are subject to review by ProScreening anytime thereafter.
- Any State or County Access Fees assessed to ProScreening to obtain a record are not included in the quoted prices and will be billed to the client separately as a pass-through fee.
- Alias or alternate names require separate court record requests and are billed individually.

## Standard Onboarding

Our onboarding pricing is based on the number of employees you have in your organization, not on how many you may hire. You get unlimited administrator logins, unlimited manager logins, unlimited documents, and unlimited training and support.

**\$187**

Monthly

One -Time Only  
Setup Fee

**\$500**

**\$2,250**

Annually

One -Time Only  
Setup Fee

**Waived**

**This quote includes a 10% discount**

### Standard Features

#### Standard Forms Library

HireForms offers pre-designed Standard documents that you are welcome to use. These include the I9, W4, State Tax forms, Personal Information forms, Emergency Contact forms, Direct Deposit forms, EEO Forms, DOT forms and a variety of other forms.

#### Custom Company Forms

HireForms will build your custom company forms into the system. These can include but are not limited to company handbooks, policies, and more!

#### Custom Reports

HireForms offers a custom report area to pull data from your onboarding documents into a .csv file. You can review these reports in Excel or upload them into any system that allows an upload to transfer the data without re-keying.

#### Due Date Enforcement

Easily set specific due dates for your onboarding documents as well as automatic reminders to your new hires to complete their onboarding packets.

#### Mobile Optimized

The system is entirely mobile optimized so you and your new hires can complete all their paperwork safely and securely from any smart phone, tablet, desktop, laptop, etc.

#### Notifications

You are able to sign up for a variety of notifications through HireForms. You can be notified when a new hire's documents are overdue, when specific forms are completed, when all the forms are completed, when specific forms are approved, or when all the forms are approved. This guarantees that all your users know where each new hire is and can continue with their steps.

#### Bulk Data/Form Export

While HireForms handles all the document retention for you, there may be times you need to print documents or save them as a .PDF. Our system allows you to print/PDF forms individually, by employee folder, or in bulk. This allows you to quickly and easily access all the forms you need!

#### Multi-level User Access

HireForms offers a variety of user access levels so you can have everyone in the system, but limit what certain users can see or do. You can have Admin Access over an account, Master Admin Access over several accounts, or HR Staff Access. HR Staff Access is limited division-wide or by form with assigned access.

#### Contingency-Based WOTC Integration

HireForms is directly integrated with several Work Opportunity Tax Credit vendors. It is all contingency-based. This means if there are no credits, there is no cost. The Vendors handle all the documentation, gather additional documents, and submit on your behalf!

## Premium Onboarding

Our standard packet covers all of your onboarding bases but occasionally, you need a bit more! This option gives you everything from our standard module, plus these additional features.

**\$225**

Monthly

One -Time Only  
Setup Fee

**\$750**

**\$2,700**

Annually

One -Time Only  
Setup Fee

**Waived**

**This quote includes a 10% discount**

### >> Premium Features

#### Integrated eVerify

Our eVerify option is directly integration with our onboarding platform. No need to leave the system or manually re-key any of the data from the I9. Send your new hires over to eVerify with just a few clicks! Quick, easy, and compliant!

#### New Hire Uploads

Do you need copies of a voided check, CPR card, or other supporting document? Have the new hire add them for you! They can use a scanner or a camera on their mobile device to snap a picture of the document and upload it into their file.

#### Benefit Forms

Want to add your enrollment forms and other benefit forms into the system – no problem! Streamline your open enrollment process or just have piece of mind that the forms will be complete, legible, and compliant!

#### Multiple Branded Accounts: Maximum of 5 included

Do you have several companies/entities that you need to keep branded independently? We can help! Additional accounts can be added for \$200/branded account/year.

Includes all  
Standard Onboarding  
Features:

Standard Forms Library

Custom Company Forms

Custom Reports

Due Date Enforcement

Notifications

Bulk Data/Form Export

Multi-level User Access

Contingency-Based WOTC

Integration

Plus...



### ★ System Benefits

- Streamline your Process
- Increase Compliance
- Provide a more Professional Experience
- Improve Communication
- Decrease Time Spent on Paperwork
- Increase Retention
- Transfer Data easily to Payroll/HRIS/or other Systems
- Save Paper



## Council Agenda Item Cover

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**MEETING DATE:** October 14, 2019

**AGENDA ITEM TITLE:** Solid Waste Management District Grant Amendment

**AGENDA SECTION:** Consent Agenda

**CAN THIS ITEM BE RESCHEDULED?:** Yes

---

### **BACKGROUND REVIEW:**

In May 2017 the City entered into an 18-month grant agreement with the St. Louis Jefferson Solid Waste Management District for a total dollar amount of \$60,027.85. \$50,000 was grant funded with \$10,027.85 committed as match funds. The original allocation of funding was as follows:

- Recycling Roll-Out Carts: \$35,000 grant funds, \$10,027.85 city match
- Recycling information postcards: \$2,000
- Recycling information brochures: \$4,424
- Postage: \$8,576

The purchase of the trash and recycling carts was approved by City Council January 2018. The recycling cart purchase was primarily grant funded utilizing the operating budget funds only for the city match amount.

Due to the onset of China's National Sword Policy, University City took time to review the effects of the policy on University City's recycling program before moving forward with educational material as planned in the Grant. A grant extension was requested in January 2019 to extend the grant until August 30, 2019 to allow the City time to determine the proper educational material to provide to residents.

In June and July 2019 appropriate educational material was developed for the residents. This consisted of a solid waste guide (brochure) and an anti-contamination postcard. The cost of printing and mailing the brochure and the postcard was higher than anticipated while the postage was lower. In August 2019, in order to fully utilize all grant funds, an amendment was requested to shift money between printing and postage. The total grant dollar amount or the City share amounts have not changed as a result of this funding shift.

### **Recommendation:**

The City Manager recommends ratification of the Council approval of the grant as well as the two amendments as described above to finalize and closeout this successful grant. The grant was effectively accomplished by funding necessary recycling carts, conserving operational budget funds, and providing educational materials at a time when it is needed most.

### **Attachments:**

1. Signed financial agreement (5/2017)
2. Cart purchase – Council Agenda Item (1/2018)
3. Grant Amendment 1 – Extension (1/2019)
4. Grant Amendment 2 – Fund reallocation (8/2019)





ST. LOUIS-JEFFERSON SOLID WASTE MANAGEMENT DISTRICT

FINANCIAL ASSISTANCE AGREEMENT

WHEREAS, City of University City ("Recipient"), has submitted an application to the St. Louis-Jefferson Solid Waste Management District ("District") for financial assistance to carry out its proposed project, including a work plan, timetable for performance and proposed budget; and

WHEREAS, the District is willing to provide financial assistance, subject to the terms and conditions herein:

NOW, THEREFORE, the parties do hereby mutually agree, as follows:

1. Recipient agrees to perform the work, as specified in the Scope of Work, attached hereto as Attachment A and hereby made a part hereof, for the project entitled Recycling Cart Upgrade in accordance with the timetable set forth in the Scope of Work.

2. Disbursement of funds hereunder up to a maximum of \$ 50,000.00 shall be made in accordance with the project budget and the terms and conditions for reimbursement as set out in Attachment B, attached hereto and hereby made a part hereof. Recipient understands and agrees that Recipient is responsible for all costs and expenses over and above the maximum amount set forth in this Paragraph that may be required to complete the Scope of Work attached hereto.

3. Recipient shall comply with the terms and conditions set forth in Attachment C attached hereto and hereby made a part hereof.

4. The Agreement between District and Recipient includes this Agreement and Attachments and Exhibits hereto, the Request for Proposals issued October 9, 2016 and Recipient's Application. If there is any conflict between such documents, this Agreement and the Attachments and Exhibits hereto shall prevail.

5. This Agreement shall be in effect for a period of up to 18 months from the date of its execution by the parties hereto, and may be extended only with the written approval of both parties hereto; provided however, that the following obligations and authority shall survive expiration and termination of this Agreement: (a) the utilization of equipment or building or site improvements that are acquired for the Project with funds provided in whole or in part by District for a certain period of time as set forth in the Scope of Work; (b) the management and the rights and powers of District to enforce the obligations of Recipient with regard to security interests in equipment or building or site improvements that are acquired for the Project with funds provided in whole or in part by District; and (c) reporting obligations of Recipient.

6. There shall be no changes to this Agreement or the Attachments and Exhibits hereto without the written approval of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the dates(s) reflected below.

**ST. LOUIS-JEFFERSON SOLID WASTE  
MANAGEMENT DISTRICT**

By *Patrick*  
Chairman, Executive Board

*5/31/17*  
Date

**Charles Adams, City Manager**

By *Charles Adams*  
Authorized Official

*5/22/2017*  
Date

## ATTACHMENT A

### Scope of Work

The purpose of the "Recycling Cart Upgrade" project is to expand recyclables and materials curbside collection, processing and transport with the purchase of 95-gallon collection containers and education outreach.

- A. The recipient shall perform the following tasks in accordance with the terms of this agreement:
1. The Project Manager must attend a Grant Administration meeting with District staff within 30 days from the date that the Agreement is returned to the Recipient.
  2. City of University City will describe current program efforts and provide documentation of current status of the program, including current levels of waste diversion, if applicable. This information will be included in the first quarterly report to the District.
  3. City of University City will utilize a competitive bidding process, in accordance with the District's bidding and purchasing procedures, to solicit bids for at least 1,013, 95-gallon collection containers within 60 days from the date that the Agreement is returned to the Recipient.
  4. City of University City will purchase, in accordance with the District's bidding and purchasing procedures, at least 1,013, 95-gallon collection containers from the bids received within 120 days from the date that the Agreement is returned to the Recipient. The District logo must be affixed to the containers. City of University City will complete a security agreement, demand note, UCC forms, deed of trust and any other such security interest documents that the District may require before receiving any reimbursement from the District.
  5. City of University City, will begin utilizing the 95-gallon collection containers within 180 days from the date that the Agreement is returned to the recipient. The containers will continue to be used for a minimum period of 5 years, and only for the purposes of collecting recyclable and compostable materials. Upon consent of the District however, Recipient may upgrade, or replace, the containers within this five-year period of time, if the District and Recipient agree that such upgrade or replacement would benefit the program and would fulfill the underlying purposes of the grant.
  6. City of University City, shall also maintain data on the types and amounts of materials that are being collected, processed and transported by using the collection containers, and provide that information in each quarterly report, including cumulative totals, submitted to the District, as well as the final report. Information on the types and amounts of materials being processed shall continue to be provided to the District throughout the term of the agreement.
  7. City of University City, shall document all personnel hours directly related to this project, if such hours are included in this agreement and are the result of District funding or are used as match funding, and shall provide that information in quarterly reports to the District.
  8. Credit must be given to the St. Louis-Jefferson Solid Waste Management District and the Missouri Department of Natural Resources as funding sources on all equipment purchased and on any informational and educational materials produced in conjunction with this project, if District funds are used for their production. The logos of both the St. Louis-Jefferson Solid Waste Management District and the Missouri Department of Natural Resources must appear on all material produced in any media in conjunction with this project.

9. Data shall be maintained on the types and amounts of recyclable materials that are collected during each quarter, as well as the increase in the number of clients and customers being serviced with the equipment and that information shall be included in each quarterly report to the District. The final report submitted to the District shall contain a final analysis of this project, listing the types of material collected and the total amount of materials recovered as a result of this project.
10. City of University City will provide quarterly reports and a final report to the District in accordance with the District's Quarterly Reporting Guidelines. These reports will include discussions of project progress, problems encountered, tonnages diverted from the waste stream if applicable, as well as documentation of all project expenditures. Reports shall begin to be due 105 days from the date that the agreement is returned to the recipient and every three months thereafter until the project is completed. No reimbursements will be made if the recipient is not in compliance with all District reporting requirements.
11. Prior written approval from the District must be obtained before any changes are made to the original grant agreement. The District reserves the right to withhold reimbursements in the absence of any such amendment(s).

B. Recipient shall provide one copy of a quarterly expenditure and progress report to the District. The report shall be filed with the District no later than 105 days from the date the agreement is returned to the recipient, and every three months thereafter. The report shall be on paper made of at least 30% post-consumer content and double sided. Each report shall contain the following information:

1. The details of progress for project activities, compared against the program objectives.
2. Problems encountered in project execution and solutions pursued.
3. Tonnages of each recyclable diverted from waste stream, if applicable.
4. Itemized report of expenditures, including match expenditures, which shall be reported on the form supplied by the district as Grant Project Expense Ledger. If applicable, lien waivers shall be attached to the Expense Ledger form.
5. With each Request for Reimbursement, please submit invoice for payment provided by the District. All required supporting documentation should be included
6. Any printed materials produced in conjunction with the project and paid for with District funds along with a copy of the approval letter from the District's Public Information Officer.
7. Such other information as is necessary to indicate the progress of the project and its impact.
8. Competitive bidding and purchasing documentation, per District purchasing procedures, must be completed for each piece of equipment or service that is purchased.

Minority Business Enterprise and Women's Business Enterprise utilization must be noted on the Bid Summary Form. The written "approval to purchase" notice from the District must be included in the quarterly expenditure and progress report(s).

9. Failure to submit a quarterly report constitutes a breach of this Agreement and is grounds for withholding any subsequent reimbursements.

- C. Recipient shall provide to the District a final report within fifteen (15) days of the project completion date containing a compilation of the information provided in the quarterly reports, together with a comparison of actual accomplishments to the goals established for the project and reasons why such goals were either not met or were exceeded. A critique of the program's strengths and weaknesses and information as to any plans to expand the program shall be included. Failure to submit a final report constitutes a breach of this Agreement and is grounds for withholding final reimbursement.
- D. Where buildings, equipment or site improvement has been acquired for the Project with funds provided in whole or in part by the District and title thereto is vested in the Recipient, the Recipient shall provide to the District, following the expiration of the term of this Agreement, semi-annual reports on the use of the equipment or site improvement and its effectiveness in the on-going program for which the equipment is being used and its condition. The first such report shall be filed with the District six (6) months following the end of the term of this Agreement and succeeding reports shall be filed every six (6) months thereafter until such time as the security interest of the District has been terminated. Data on the types and amounts of material diverted from the waste stream must also be reported every six (6) months until such time as the security agreement has been terminated.
- E. Jennifer Wendt shall serve as Project Manager and be the liaison to the District. The Project Manager can be reached at 6801 Delmar Blvd, University City, MO 63130 or by phone at 314-505-8562. The District must be notified within seven working days of any change in the project manager.

**ATTACHMENT B**

**1. PROJECT BUDGET**

1a.

**Project Budget Summary**

<b>Budget Category</b>	<b>Grant Funds</b>	<b>Match Funds</b>	<b>Total Funds</b>
A. Personnel Services	\$0.00	\$0.00	\$0.00
B. Equipment	\$0.00	\$0.00	\$0.00
C. Direct Costs	\$50,000.00	\$10,027.85	\$60,027.85
D. Subcontractor	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$50,000.00</b>	<b>\$10,027.85</b>	<b>\$60,027.85</b>
<b>PERCENT OF TOTAL</b>	<b>64.3%</b>	<b>16.7%</b>	<b>100.0%</b>

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1b.

**Project Budget Detail**

**A. Personnel Services**

<b>Employee/Title</b>	<b>Hourly Rate</b>	<b>Grant Funds</b>	<b>Match Funds</b>	<b>Subtotal</b>
1.	\$0.00	\$0.00	\$0.00	\$0.00
2.	\$0.00	\$0.00	\$0.00	\$0.00
3.	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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**B. Equipment**

Equipment	Grant Funds	Match Funds	Subtotal
1.	\$0.00	\$0.00	\$0.00
2.	\$0.00	\$0.00	\$0.00
3	\$0.00	\$0.00	\$0.00
4.	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	\$0.00	\$0.00	\$0.00

**C. Direct Costs**

Itemized Expenses	Grant Funds	Match Funds	Total Funds
1. 1,013-95 gal. recycling roll carts @ \$44.45 ea	\$35,000.00	\$10,027.85	\$45,027.85
2. Recycling information postcards	\$2,000.00	\$0.00	\$2,000.00
3. Recycling information brochures	\$4,424.00	\$0.00	\$4,424.00
3. Postage	\$8,576.00	\$0.00	\$8,576.00
4.	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	\$50,000.00	\$10,027.85	\$60,027.85

**D. Subcontractors**

Subcontracted Services	Grant Funds	Match Funds	Total Funds
1.	\$0.00	\$0.00	\$0.00
2.	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	\$0.00	\$0.00	\$0.00

**ATTACHMENT C**  
**ST. LOUIS-JEFFERSON SOLID WASTE MANAGEMENT DISTRICT**  
**General Terms and Conditions (May 2017)**

**I. Administrative Requirements**

These general terms and conditions highlight requirements which are applicable to grants made by the St. Louis Jefferson Solid Waste Management District ("DISTRICT") and which are applicable to the Grantee. Terms used herein, such as equipment, buildings and site improvements and other terms defined by MDNR's Solid Waste Management Program General Terms and Conditions shall be defined in accordance with MDNR's Solid Waste Management Program General Terms and Conditions, as may be amended.

**A. Method of Payment.**

1. Each request for reimbursement must include copies of competitive bidding documentation, invoices, paid bills, cancelled checks, payrolls, time and attendance records, and any documentation as may be required by the DISTRICT. No request for reimbursement will be accepted by the DISTRICT if it does not contain all necessary documentation of expenditures or if the Grantee is not in compliance with the provisions of this Agreement and Terms and Conditions. No more than 85% of project funds shall be available for reimbursement by periodic requests for reimbursement. The remaining balance of project funds will be available for disbursement upon submittal by the Grantee of the final report within 15 days of the project completion date, its approval by the DISTRICT, completion of all requirements of this Agreement, and submittal of a final request for reimbursement.
2. All reimbursement requests must have the following certification by the authorized Grantee official: I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made or will be made in accordance with the grant and that payment is due and has not been previously requested.

**B. Retention and Custodial Requirements for Records.** The Grantee shall retain financial records, supporting documents, and other records pertinent to the grant period for three years starting from the date of acceptance of the final report by the DISTRICT and the Grantee's subsequent receipt of the official closure letter from the DISTRICT. If the DISTRICT holds any security interest in the project, this three-year retention period for records begins from the date that said security interest is released by the DISTRICT. Authorized representatives of the DISTRICT and the Missouri Department of Natural Resources shall have access to any pertinent books, documents, and records of Grantees in order to conduct audits or examinations. The Grantee agrees to allow monitoring and auditing by the DISTRICT and/or its authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3 -year period, the Grantee shall retain records until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3 - year period, whichever is later.

**C. Program Income.**

1. Grantees are encouraged to earn income to defray program costs. Program



income shall have the same meaning as defined by MDNR's Solid Waste Management Program General Terms and Conditions. Examples include fees for services performed, from the use or rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under the grant, and from payments of principal and interest on loans made with grant funds. Program income does not include items such as interest on grant funds, rebates, credits, discounts, or refunds. Program income earned as a result of DISTRICT grant funding is to be used to offset program costs. Program income may also be used as match or cost share funding if established by the DISTRICT through negotiation with the Grantee.

D. **Match or Cost Share Funding.** In general, match or cost sharing represents that portion of project costs not borne by DISTRICT appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are specifically identifiable to the project or program. Any in-kind match must be assigned a fair market value stated in dollars and the rationale used to calculate the value must be provided. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another DISTRICT grant agreement. Funds from another DISTRICT grant shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding may be established by the DISTRICT through negotiation with the Grantee. Signature by both the DISTRICT and Grantee on the grant signature form firmly affixes the match or cost sharing ratios. Full expenditure of Grantee match or cost share funding is required over the life of the grant. Grantee must invoice the DISTRICT, as required by the particular grant, and provide financial records for total expenditure of DISTRICT and match or cost share funding.
2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the grant may cause the Grantee to become ineligible to receive additional financial assistance from the DISTRICT. Failure to provide the required match may result in other enforcement remedies for non-compliance, as stated in Paragraph Y.

E. **Financial Management Systems.** The financial management systems of Grantees must meet the following standards:

1. **Financial Reporting.** Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant;
2. **Accounting Records.** Maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income, permit preparation of reports required by the DISTRICT, permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes;

3. Internal Control. Effective control and accountability must be maintained for all Grantee cash, real and personal property, and other assets. Grantees must adequately safeguard all such property and must assure that it is used for authorized purposes;
4. Budget Control. Actual expenditures or outlays must be compared with budgeted amounts for each grant;
5. Allowable Costs. Applicable MDNR regulations and the grant scope of work will be followed in determining the reasonableness, allow ability, and allocability of costs. Eligible and ineligible costs may vary depending on the services, materials, and activities being performed;
6. Source Documentation. Accounting records must be supported by such source documentation as canceled checks, paid invoices or statements, payrolls, time and attendance records, contract, and grant award document. Appropriate electronic verification of cleared checks may also be considered source documentation in lieu of actual cancelled checks. The documentation must be made available by the Grantee at the DISTRICT's request.

F. **Reporting of Program Performance.** Grantee shall submit to the DISTRICT a performance report for each program, function, or activity as specified by the grant in accordance with the DISTRICT program reporting guidelines. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Grantee shall submit to the DISTRICT a FINAL performance report, in accordance with the DISTRICT program reporting guidelines containing, at minimum, this same information. Representatives of the DISTRICT shall have the right to visit the project site(s) during reasonable hours for the duration of the contract and security interest period(s) and for four years thereafter.

G. **Budget and Scope of Work Revisions.** Grantees are permitted to request changes within the approved budget to meet unanticipated requirements however, any revisions to budget or scope of work must be approved by the DISTRICT, Grantee must request approval in writing to revise budgets and scopes of work including the following conditions:

1. For non-construction grants, Grantees shall obtain the prior approval of the DISTRICT for cumulative transfers among direct cost categories.
2. For construction and non-construction projects, Grantees shall obtain prior written approval from the DISTRICT for any budget revision.
3. For combined non-construction and construction projects, the Grantee must obtain prior written approval from the DISTRICT before making any fund or budget transfer from the non-construction to construction or vice versa.
4. Grantees under non-construction projects must obtain prior written approval from the DISTRICT whenever contracting out, granting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.

5. Changes to the scope of services described in the grant must receive prior approval from the DISTRICT. Approved changes in the scope of work or budget shall be incorporated by written amendment to the grant.
6. Extending the grant past the original completion date requires approval of the DISTRICT.

H. **Equipment Use.** Grantee agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement and will be subject to any security instruments required by the DISTRICT under this agreement for a minimum period of five (5) years. The equipment shall not be moved from the State of Missouri without approval from the DISTRICT. When equipment is acquired with SWMF monies under this agreement, the following conditions apply or equivalent conditions set by the DISTRICT and certified as appropriate by the DISTRICT's legal counsel:

1. Title to equipment acquired under this grant will vest with the Grantee on acquisition and is subordinate to lien(s) created by any security instruments required by the DISTRICT. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one (1) year and an acquisition cost \$5,000 and greater.
  - a. Equipment shall be used by the Grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by DISTRICT funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the DISTRICT. If the DISTRICT puts Grantee on notice that it believes grant assets are not being used for the intended purpose, Grantee shall not sell, give away, move or abandon the assets without the DISTRICT's prior written approval.
  - b. The Grantee may also make equipment available for use on other projects or programs currently or previously supported by the DISTRICT, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the DISTRICT. User fees should be considered if appropriate.
  - c. When acquiring replacement equipment, the Grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the DISTRICT, including transferring the security interest to the new equipment.
2. **Equipment Management.** Grantee's procedures for managing equipment, whether acquired in whole or in part with grant funds, will, at a minimum, meet the following requirements until disposition takes place:
  - a. Grantee must maintain property records that include a description of the equipment, a serial number or other identification number, the source of property, the acquisition date, cost of the property, percentage of federal

or state participation in the cost of the property, and the location, use and condition of the property, and any ultimate disposition data including data disposal, and sale price of the equipment.

- b. A physical inventory of the property must be taken and the results reconciled with DISTRICT records at least once every six (6) months. Waste material diversion tonnage reports must be submitted to the DISTRICT at the same time inventory of the property is taken and continue until the FAA and security interest are terminated.
  - c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities and the DISTRICT shall be notified of any such loss, damage, or theft. The Grantee shall procure and maintain insurance covering loss or damage to equipment purchased with a sub-grant award, with financially sound and reputable insurance companies or through self-insurance, in such amounts and covering such risks as are usually carried by companies similarly situated and engaged in the same or similar business.
  - d. Grantee must develop adequate maintenance procedures to keep the equipment in good condition.
  - e. If the Grantee is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.
3. Security Interest. The Grantee hereby grants to the DISTRICT, its successors and assigns a security interest in all equipment purchased for \$5,000 or more, in whole or in part, with SWMF monies. Said security interest shall be equal to the amount of funding provided by the DISTRICT for the purchase of equipment. The security interest of the DISTRICT shall decrease at a rate of 20% per year, beginning on the date, within the project period, when the equipment is first put into use. Grantee hereby covenants that it will not transfer, sell, or pledge the DISTRICT's security interest in the equipment as collateral for any indebtedness without first obtaining the prior written consent of the DISTRICT unless specifically authorized pursuant to this agreement. When the security interest is fully depreciated, the secured party will, on written demand by the debtor, send the debtor a termination statement that he/she no longer claims a security interest in the financing statement (identified by file number).

If the equipment purchased with DISTRICT monies is required to be titled through the Missouri Department of Revenue, the DISTRICT shall be listed as a lien holder on said title. If equipment is purchased wholly with DISTRICT monies, the Grantee must provide evidence of title wherein the DISTRICT is listed as the first, and only, lien holder. This lien will be held until the security interest of the DISTRICT has been fully depreciated. In the case of more than one lien holder, Grantee must provide the DISTRICT with evidence that the DISTRICT is listed as a lien holder on the title.


4. Insurance. The Grantee shall procure and maintain insurance with financially sound and reputable insurance companies, in such amounts and covering such

risks as are usually carried by companies similarly situated and engaged in the same or similar business, as well as on all equipment purchased with DISTRICT monies.

5. Disposition. When original or replacement equipment acquired under a grant is no longer needed for the original project or program, or for other activities currently or previously supported by the DISTRICT, and if any security interest of the DISTRICT has not been fully depreciated, Grantee shall dispose of the equipment as follows:
  - a. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the DISTRICT.
  - b. For items of equipment with a current per unit fair market value of \$5,000 or more, the DISTRICT shall have the right to an amount calculated by multiplying the current market value or proceeds from sale by the DISTRICT's share of the equipment.
  - c. In cases where a Grantee fails to take appropriate disposition actions, the DISTRICT may direct the Grantee how to dispose of the equipment.
  - d. If the DISTRICT puts Grantee on notice that it believes grant assets are not being used for the intended purpose, Grantee shall not sell, give away, move, or abandon the asset without DISTRICT's written approval.
6. When buildings or site improvements are acquired with DISTRICT monies under this agreement, the following, or equivalent, conditions apply as set by the DISTRICT and as certified as appropriate by the DISTRICT's legal counsel:
  - a. Security Interest or Lien. The Grantee shall grant to the DISTRICT, its successors and assigns a security interest or lien in all buildings or site improvements purchased or constructed for \$5000 or more, in whole or in part, with DISTRICT monies. The Grantee shall complete the Deed of Trust and other security agreements required by the DISTRICT prior to receiving any reimbursement from the DISTRICT. Said security interest or lien shall be equal to the amount of funding provided by the DISTRICT for the building or site improvement. Grantee hereby covenants that it will not transfer, sell or pledge the DISTRICT's security interest in the buildings or site improvements as collateral for any indebtedness whatsoever without first obtaining the prior written consent of the DISTRICT. The security interest of the DISTRICT shall decrease at a rate of 20% per annum, beginning on the date within the project period when the building or improvements are first put into use. When the security interest is fully depreciated, the secured party will, on written demand by the debtor, send the debtor a termination statement that he/she no longer claims a security interest in the financing statement (identified by file number).
  - b. Buildings and Site Improvements Funding. The Grantee hereby agrees to apply the funding provided for buildings and site improvements to the purchase of the buildings or site improvements specified in the financial J - 6 - 15

assistance agreement as negotiated with the DISTRICT.

- c. **Use of Buildings and Site Improvements.** Grantee hereby agrees that any buildings or site improvements constructed or purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement, and for a minimum period of five (5) years. Grantees shall semi-annually submit a statement, as provided by the DISTRICT, certifying that the use(s) of said buildings, or site improvements, is for project activities. The DISTRICT shall also inspect the building or site improvements on a semi-annual basis throughout the term of the security interest or lien. Notwithstanding anything to the contrary contained in this agreement, buildings and site improvements shall not be removed from the State of Missouri. Disposition of buildings and site improvements shall be in accordance with MDNR's Solid Waste Management Program General Terms and Conditions.
- d. **Insurance.** The Grantee shall procure and maintain insurance, with financially sound and reputable insurance companies in such amounts and covering such risks as are usually carried by companies similarly situated and engaged in the same or similar business, and on all buildings and site improvements purchased or constructed with SWMF monies.

*Get rid of supplies* 

- I. **Supplies.** Title to supplies acquired under a grant will vest, upon acquisitions, in the Grantee. Grantee shall reimburse the DISTRICT, proportionally, for any residual inventory of unused supplies acquired under a grant, which have a total aggregate fair market value in excess of \$5,000. Travel and food expenses must be in compliance with MDNR's Solid Waste Management Program General Terms and Conditions, as may be amended.
- J. **Inventions and Patents.** If any Grantee produces subject matter, which is or may be patentable in the course of work sponsored by this grant, Grantee shall promptly and fully disclose such subject matter in writing to the DISTRICT. In the event that the Grantee fails or declines to file Letters of Patent or to recognize patentable subject matter, the DISTRICT reserves the right to file the same. The DISTRICT grants to the Grantee the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the DISTRICT. Payment of royalties by Grantee to the DISTRICT will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this grant, the author or the Grantee is free to copyright any books, publications, or other copyrightable material developed in the course of this grant; however, the DISTRICT and MDNR reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of DISTRICT, the work for government purposes.
- L. **Publications.** The Grantee shall submit to the DISTRICT one (1) draft copy of each publication, other printed materials or productions, in any media, which are intended to be seen, heard, read, or watched and which are financed, wholly or in part, by grant funds. The Grantee shall not print, distribute any publication, or produce material in any media, until receiving written approval from the DISTRICT. All publications, audio-visual materials, and printed materials shall identify the DISTRICT and the Missouri

Department of Natural Resources as a funding source.

M. **Mandatory Disclosures.** Grantee agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of State funds for the program/project.

N. **Procurement Standards.** Grantees shall use their own procurement procedures provided that this procurement conforms to the standards set forth in the DISTRICT's "Procurement Procedures Guide" and is evidenced by the competitive bidding documentation submitted to the DISTRICT in accordance with DISTRICT procedures.

1. No work or services paid for wholly, or in part, with DISTRICT funds, will be contracted without the written consent of the DISTRICT.
2. Grantee agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved scope of work must receive formal DISTRICT approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.

O. **Audit Requirements.** The DISTRICT and MDNR have the right to conduct an audit, as it relates to the project's funding of the Grantee at any time on reasonable notice. The Grantee shall address any and all deficiencies identified in any such audit within ten (10) days after receipt of the audit. If the Grantee fails to address identified deficiencies, future grant funds may be withheld and the Grantee may be required to repay any and all prior disbursements.

P. **Allowability of Costs.** Allowability of costs shall be determined in accordance with applicable MDNR regulations. The following costs are ineligible for grant funding:

1. Operating costs of local, county, or district government, including but not limited to salaries, fringe benefits, and expenses that are not directly related to the project activities.
2. Costs incurred prior to the project start date.
3. Taxes.
4. Legal costs.
5. Contingency funds.
6. Land acquisition.

Q. **Conflicts of Interest.** No party to this grant, nor any officer, agent, or employee of either party to this grant, shall participate in any decision related to such grant which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The Grantee agrees that no state employee or former state employee, as defined in Chapter 105, RSMo, shall perform any service for consideration paid by the Grantee for one (1) year after termination of the employees' state employment by which the former state employee attempts to influence

decision of a state agency and that former state employees are permanently banned from performing any service for consideration for any person, firm, or corporation in relation to any case, decision, proceeding or application with respect to which they were directly concerned or in which they personally participated during their period of employment with the state.

- R. **State Appropriated Funding.** The Grantee agrees that funds expended for the purposes of this grant must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the grant period, as well as being awarded by the DISTRICT and state agency supporting the project. Therefore, the grant shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the grant, the Grantee shall not prohibit or otherwise limit the DISTRICT's right to pursue alternate solutions and remedies as it deems necessary for the conduct of DISTRICT affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the grant.
- S. **Eligibility, Debarment and Suspension.** By applying for this award, the Grantee verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notices of Violation (NOV)) at the time of application. If compliance issues exist, Grantee shall disclose to the DISTRICT all pending or unresolved violations noted in an NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the past two (2) years in the State of Missouri. The DISTRICT will not make any award at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." Grantee shall complete a Debarment/Suspension form when required by the DISTRICT.  
Furthermore, Grantee is also responsible for written debarment/suspension certification of all subcontractors receiving funding through a federally funded grant.
- T. **Restrictions on Lobbying.** Lobbyist as defined in Section 105.470 RSMo. and related costs are ineligible for district grants.
- U. **Recycled Paper.** The Grantee shall use recycled paper consisting of at least 30% post consumer fiber for all reports which are prepared as a part of this grant award and delivered to the DISTRICT. The Grantee must use recycled paper for any materials that it produces and makes available to any parties if such materials are produced as a part of this grant award.
- V. **Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.** The Grantee shall make reasonable efforts to assure that a Fair Share Objective of 10% be made available to minority business firms, including historically black colleges and universities, and 5% be made available to women business enterprise firms, when utilizing grant funds to purchase supplies, equipment, construction, and services related to this grant.
1. The Grantee agrees to take all necessary affirmative steps required to assure that small and minority firms, women's business enterprises, and labor surplus area firms are used whenever possible as sources when procuring supplies, equipment,



construction and services related to the grant. The Grantee agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Ensuring that small and minority and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority and women's business enterprises;
- d. Establishing delivery schedules, where the requirements of work will permit participation by small and minority and women's business enterprises;
- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, and;
- f. Requiring any prime contractor or other Grantee, if grants are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.

**W. Disputes.**

1. The DISTRICT and the Grantee shall attempt to resolve disagreements concerning the administration of the grant or the performance of the Grantee.
2. If an agreement cannot be reached within ninety (90) days of the issuance of a written notice of noncompliance by the DISTRICT, the DISTRICT will provide a written decision to the Grantee. The DISTRICT may consult with the MDNR prior to providing this decision. Such decision of the DISTRICT constitutes final DISTRICT action.

**X. Enforcement; Remedies for Noncompliance.** If a Grantee submits any false information in any documents concerning any award or fails to comply with any term of a grant, the DISTRICT may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current award or grant;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Temporarily withhold cash payments pending Grantee's correction of the deficiency or compel the repayment to the DISTRICT of grant funds provided;
4. Withhold further awards from the Grantee;
5. Order Grantee to transfer ownership of and title to assets purchased with grant money to the DISTRICT, and disallow transfer of ownership to others without

prior DISTRICT approval; or

6. Take any other remedies available at law, including but not limited to cost recovery, breach of contract, and suspension or debarment.

X.A. **Human Trafficking.** Non-profit Grantees agree that it, or its employees under this grant, or otherwise, may not engage in severe forms of trafficking in natural persons, procure a commercial sex act or use forced labor in the performance of the grant per section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA) (22 U.S. C. § 7104 (g) , modified so as to apply to the DISTRICT, and as such the DISTRICT has the right to unilaterally terminate this agreement if there is a violation of the TVPA.

Y. **Termination**

1. **Termination for Cause.** The DISTRICT and/or MDNR may terminate any grant, in whole or in part, at any time before the date of completion whenever it is determined by the DISTRICT, or MDNR, that the Grantee has failed to comply with the terms and conditions of the grant. The DISTRICT and/or MDNR shall promptly notify the Grantee in writing of such a determination and the reasons for the termination, together with the effective date. The DISTRICT and MDNR reserve the right to withhold all or a portion of grant funds if the Grantee violates any term or condition of this grant.
2. **Termination for Convenience.** Both the DISTRICT and Grantee may terminate the grant, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
3. This agreement is not transferable to any person or entity without prior approval of the DISTRICT.

Z. **Grantee's Signature.** The Grantee's signature on the application and the award documents signifies the Grantee's agreement to all of the terms and conditions of the award and the applicable provisions of the MDNR's Solid Waste Management Program General Terms and Conditions, as may be amended.

II. **Statutory Requirements.** Grantees must comply with all federal, state, and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the DISTRICT. Failure to abide by these laws is sufficient grounds to cancel the award.

Any Grantee, in connection with its application for financial assistance, shall include a certification that the Grantee, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the Grantee shall report to the DISTRICT any instance in which the Grantee or any member of its board of directors or principals is determined by any administrative agency or by any court of competent jurisdiction in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this grant or suspension or debarment of the Grantee.

A. Laws and regulations related to nondiscrimination and employment:

1. Chapter 213 of the Missouri Revised Statutes, which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability;
2. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, as amended, which prohibits discrimination on the basis of race, color, or national origin;
3. Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, as amended, which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
4. Civil Rights Restoration Act of 1987, 20 U.S.C. § 1687, 29 U.S.C. § 794, 42 U.S.C. § 2000d-4a, and 42 U.S.C. § 6101, as amended;
5. Civil Rights Act of 1991, 42 U.S.C. § 1981a and 42 U.S.C. §§ 2000e-2(k) - (n), as amended;
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability;
7. Age Discrimination in Employment act of 1967 (ADEA), 29 U.S.C. § 621 et seq., as amended, which prohibits discrimination on the basis of age;
8. Drug Abuse Office and Treatment Act of 1972, P.L. 92-255, 21 U.S.C. § 1101 et seq., as amended, relating to nondiscrimination on the basis of drug abuse;
9. Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, P.L. 91-616, 42 U.S.C. § 4541 et seq., as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
10. Family and Medical Leave Act of 1993 (FMLA), 29 U.S.C. § 2601 et seq.;
11. The Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 42 U.S.C. § 12101 et seq., as amended, relating to nondiscrimination against individuals with disabilities;
12. Fair Labor Standards Act of 1938 (FLSA), 29 U.S.C. § 201 et seq., as amended;
13. Section 285.525-285.550 of the Missouri Revised Statutes which prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri and requires enrollment and participation in, or exemption from, the E-Verify federal work authorization program as a condition for the award of any grant, subgrant, contract or subcontract in excess of five thousand dollars.
14. Section 67.307 2 of the Missouri Revised Statutes Sanctuary Policies for Municipalities Prohibited.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7401 et seq., as amended, which prohibits the award of assistance by way of grant, loan, or contract to

noncompliant facilities.

2. The Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. § 1251 et seq., as amended, prohibiting award of assistance by way of grant, loan, or contract to noncompliant facilities.
  3. The Federal Safe Drinking Water Act, 42 U.S.C. § 300f et seq., as amended, which prohibits the award of assistance by way of grant, loan, or contract to noncompliant facilities.
  4. The Federal Solid Waste Disposal Act, 42 USC 6901 et seq., as amended.
  5. The Federal Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC 9601 et seq., as amended.
  6. The Federal Toxic Substance Control Act, 15 USC 2601 et seq., as amended.
  7. The Federal Insecticide, Fungicide and Rodenticide Act, 7 USC 136 et seq., as amended.
  8. The Federal Endangered Species Act, 16 USC 1531 et seq., as amended.
  9. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
  10. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages, and counties.
  11. The Missouri Clean Water Law, Chapter 644, RSMo.
  12. Chapters 260 and 319, RSMo including the Missouri Hazardous Waste Management Law, and the Missouri Solid Waste Management Law including laws relating to petroleum storage tanks.
  13. The Missouri Air Conservation Law, Chapter 643.
  14. Chapter 444, RSMo including the Metallic Minerals Waste Management Act, the Land Reclamation Act, and the Surface Coal Mining Law.
- C. Chapter 105, RSMo, as it relates to conflicts of interest and lobbying.
- D. Chapter 610, RSMo, Governmental Bodies and Records commonly referred to as the Missouri “Sunshine Law”.
- E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.
- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires Subgrantees in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended, prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
  - 1. The Davis-Bacon Act, as amended, 40 U.S.C. §276a et seq.
  - 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
  - 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
  - 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation
  - 5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.
  - 6. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
- L. Trafficking Victims Protection Act of 2000, Section 106, as amended (22 U.S.C. 7104 (g)) relating to termination of contract award based upon any employee of the department, grantee, or subgrantee violating this Act.
- M. Missouri House Bill 1549, 1771, 1395, & 2366 – Illegal Aliens and Immigration Status Verification.
- O. The grantee shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This responsibility includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.





Department of Public Works

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

Meeting Date: January 8, 2018

Agenda Item Title: Annual Trash and Recycle Roll Out Carts

Agenda Section: City Managers Report

Can This Item Be Rescheduled: Yes

Background: Bids were requested to purchase additional trash and recycling carts. Funds are available in the Solid Waste Fund budget to cover the cost of the containers. \$125,000 is budgeted for the annual cart order.

A request for bids was advertised on the website and in a local newspaper on November 16, 2017. The bids were due on December 1, 2017. The City specified 60 to 66 and 90-96 gallon containers in the bid request. The Otto carts proposed by Kelly Equipment are the most durable cart for the value. The sides are flexible and did not crack or damage during the demonstration of grabbing, lifting, and lowering. The IPL carts, which were the carts with the lowest price, did not withstand the grabbing without deforming. While the Rehrig cart is the next lowest bid, the Otto carts are being recommended for purchase because of the possession of parts the City already has for repairing damaged carts, therefore saving money on purchasing new products.

The bid results for the trash and recycling carts are as follows:

Company	Cart Brand	60-66 Gallon	90-96 Gallon	Quantity	Total
Rehrig Pacific	Rehrig Pacific, ROC-95EG	\$42.25	\$47.85	500 1600	\$97,685
IPL	IPL Mastercart 70216	\$38.18	\$44.82	500 1600	\$90,802
Kelly Equipment	Otto MSD-65E	\$44.15	\$48.35	500 1600	\$99,435
Schaefer Systems International, Inc	Schaefer Systems International Model USD95M	\$45.75	\$48.50	500 1600	\$100,475
Toter, LLC	Toter, LLC Model 79296	\$43.69	\$51.55	500 1600	\$104,325

Downing Sales submitted a proposal but was not received by the required date and time deadline specified in the Request for Proposal.

The bidding process and cart selection have followed the City's procurement policy and has been approved by the finance department.



**Public Works and Parks Department**

6801 Delmar Boulevard, 3<sup>rd</sup> Floor, University City, Missouri 63130, Phone: (314) 505-8560, Fax: (314) 862-0694

**M E M O R A N D U M**

TO: Kathy Schweitzer  
FROM: Jenny Wendt  
DATE: January 17, 2019  
SUBJECT: Amendment to 2017024 – (Recycling Cart Upgrade and Education)

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We would like to make an amendment to the 2017024 grant for an extension.

When we began this grant, the recycling markets were stable and profitable. Between the onset of China's National Sword and the closing of Resource Management, University City took time to review the effect of these occurrences on its single stream program. Now we would like to move forward with continuing education via brochures and mailers.

We would like to request an extension the grant to August 30, 2019.

We appreciate the consideration.





# ST. LOUIS-JEFFERSON SOLID WASTE MANAGEMENT DISTRICT

CITY OF ST. LOUIS    JEFFERSON COUNTY    ST. LOUIS COUNTY    ST. CHARLES COUNTY

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January 24, 2019

Ms. Jennifer Wendt, Project Manager  
City of University City  
680 I Delmar Blvd  
University City, MO 63130

Re: Grant Agreements #2018036 Amendment No. 02; #2017024 Amendment No. I

Dear Ms. Wendt:

Enclosed please find the signed Grant Agreement Amendment forms for the above grants.


Grant Agreement Amendment 2018036 No. 2, moves \$2,500.00 from the purchase of postcard design services to the purchase of electronics recycling services and moves \$1,500.00 from the purchase of postcard design services to the purchase of postage, per your request.

Grant Agreement Amendment 2017024 No. I, changes the project end date to August 30, 2019.

I have also included a copy of the revised budget for 2018036 which resulted from that amendment.

Please have the Authorized Official sign and return one copy of the amendment forms to the District offices for the grant file.

If you have any questions, please contact me.

  
Sincerely,

Kathleen Schweitzer, Grants Administrator  
St. Louis-Jefferson Solid Waste Management District

Attachment 2: Cart Purchase

**Recommendation:** It is recommended to accept the bid submitted by Kelly equipment in the amount of \$99,435 for the 65/95 gallon Otto edge carts.



**Public Works and Parks Department**

6801 Delmar Boulevard, 3<sup>rd</sup> Floor, University City, Missouri 63130, Phone: (314) 505-8560, Fax: (314) 862-0694

**MEMORANDUM**

TO: Kathy Schweitzer  
 FROM: Jenny Wendt  
 DATE: August 20, 2019  
 SUBJECT: Amendment to Grant – (2017024 Recycling Cart Upgrade)

I would like to request to reallocate funds within the 2017 Solid Waste Management District grant t: Postage to Direct Costs: Postcards and brochures in order to produce additional education material.

The costs for postage was lower than anticipated while the cost for printing the brochures and postcards was higher than anticipated. The allocation amendment allowed the printing and mailing of both publications as specified in the original grant agreement.

Original fund allocation:

Itemized Expense	Grant Funds	Match Funds	Total Funds
Recycling roll carts	\$35,000	\$10,027.85	\$45,027.85
Recycling Information postcards	\$ 2,000	\$0	\$ 2,000.00
Recycling Information brochures	\$ 4,424	\$0	\$ 4,424.00
Postage	\$ 8,576	\$0	\$ 8,576.00
<b>Total</b>	<b>\$50,000</b>	<b>\$10,027.85</b>	<b>\$60,027.85</b>

Amended fund allocation:

Itemized Expense	Grant Funds	Match Funds	Total Funds
Recycling roll carts	\$35,000	\$10,027.85	\$45,027.85
Recycling Information postcards	\$ 2,554	\$0	\$ 2,554.00
Recycling Information brochures	\$ 5,421	\$0	\$ 5,421.00
Postage	\$ 7,025	\$0	\$ 7,025.00
<b>Total</b>	<b>\$50,000</b>	<b>\$10,027.85</b>	<b>\$60,027.85</b>

This amendment will not change the overall funding total and will not add cost.

**GRANT AGREEMENT AMENDMENT FORM**

**AMENDMENT NO. 02**      **GRANT NUMBER: 2017024**

THE SUBJECT AGREEMENT BETWEEN THE ST. LOUIS-JEFFERSON SOLID WASTE MANAGEMENT DISTRICT AND CITY OF UNIVERSITY CITY SHALL BE AMENDED AS FOLLOWS:

TO DECREASE \$1,551.00 WITHIN BUDGET CATEGORY C (DIRECT COST) IN POSTAGE AND INCREASE TO \$997.00 FOR BROCHURES AND \$554.00 FOR POSTCARDS

EFFECTIVE DATE OF AMENDMENT IS AUGUST 20, 2019.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT, OR ANY AMENDMENTS THERETO, SHALL REMAIN UNCHANGED.

IN WITNESS THERETO, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

<u>CITY OF UNIVERSITY CITY</u>	ST. LOUIS-JEFFERSON SOLID WASTE MGMT. DISTRICT  <b>PAT KELLY</b>
SIGNATURE	SIGNATURE 
TITLE	TITLE <b>CHAIRMAN</b>
DATE	DATE



## Council Agenda Item Cover

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**MEETING DATE:** October 14, 2019

**AGENDA ITEM TITLE:** New World Systems Maintenance Agreement

**AGENDA SECTION:** Consent

**CAN THIS ITEM BE RESCHEDULED?** No

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### **BACKGROUND REVIEW:**

In June 2008, the City entered into an agreement with New World Systems for the implementation of the accounting software package. As part of the software package, comes a Standard Software Maintenance Agreement (SSMA) that sets forth maintenance support services provided by New World Systems.

The following services are available under the SSMA as follows: upgrades, including new releases of the application packages; temporary fixes to the license standard software; telephone support for the software; and participation in user group meetings.

The maintenance and support services are provided on an annual basis. The initial term commenced back in 2008, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of then-current term.

The maintenance and support fees is in the amount of \$68,738.40. This amount comprises for the term 07/01/2019 – 06/30/2020. The maintenance and support fees has been budgeted in the FY2020 budget.

### **RECOMMENDATION:**

The City Manager recommends the City Council approve the funds for the maintenance and support fees so that New World Systems (Tyler Technologies) continues to provide maintenance and support on the accounting software package.

### **ATTACHMENTS:**

- 1) Maintenance and Support Agreement
- 2) Support Amendment





## **Exhibit 1**

### **Maintenance and Support Agreement**

Tyler (“we”) will provide Client (“you”) with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Amendment.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on 7/1/2019, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.
2. Maintenance and Support Fees. Your maintenance and support fees for the initial term for the Tyler Software will be listed in the applicable invoice. Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m (Eastern Time Zone)
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with

proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
  - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.





## **Exhibit 1 Schedule A Support Call Process**

### **Support Channels**

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

### *Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

### **Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

### **Issue Handling**

#### *Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

### Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

### Incident Escalation

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues

(4) Level 4: responsible for the management of support teams for either a single product or a product group. If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

#### *Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



### Support Amendment

This Support Amendment is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, New World and Client are parties to an original agreement, dated 6/26/2008 ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Amendment.
2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Amendment.
3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
4. This Support Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: Robert Kennedy-Jensen

Name: Robert Kennedy-Jensen

Title: Director of Contracts

Date: 6/24/19

Client: University City, MO

By: Gregory E. Rose

Name: Gregory E. Rose

Title: City Manager

Date: 6/21/19



## Council Agenda Item Cover

**MEETING DATE:** October 14, 2019

**AGENDA ITEM TITLE:** Landscape Maintenance Agreement with U. City in Bloom

**AGENDA SECTION:** Consent Agenda

**CAN THIS ITEM BE RESCHEDULED? :** Yes

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### **BACKGROUND REVIEW:**

U. City in Bloom is a not-for-profit organization that has provided landscape maintenance services to the City for three decades. The work has been outstanding. This Agreement is for fiscal year 2020. The Agreement describes and lists the services, including a schedule and locations. The \$88,000 total is within the amount in the budget approved by the City Council for the services.

### **RECOMMENDATION:**

City Manager recommends approval.

### **ATTACHMENTS:**

Landscape Maintenance Agreement with U. City in Bloom



## LANDSCAPE MAINTENANCE AGREEMENT

This Landscape Maintenance Agreement ("Agreement") is entered into and made this \_\_\_\_\_ day of October, 2019, by and between U. City in Bloom ("Bloom"), a Missouri not-for-profit corporation, and the City of University City, Missouri ("City"), a Missouri municipal corporation.

### RECITALS:

A. Bloom (formerly, The University City Beautification Committee, Inc.) was formed on November 20, 1989 as a Missouri general not-for-profit corporation.

B. The purpose for which Bloom was organized was to "beautify the City of University City by establishing plantings of flowers and other plants and maintaining the same throughout the City of University City in public areas designated by [Bloom]."

C. Although not officially organized until 1989, Bloom actually started in 1985 by three women who wanted to beautify the City. That year, they planted 600 daffodils along Pershing Avenue near Jackson Avenue. Gradually, more gardens and volunteers were added. Today, Bloom designs, plants and maintains over 200 flower beds and 100 planters all over the City.

D. Bloom's gardens are located in every area of the City, including around Civic Plaza, City Hall, the Library, Centennial Commons, the Delmar Loop business and entertainment district, at all of the public schools, along major streets, and in quiet neighborhoods throughout the City.

E. Bloom depends on volunteers and funding from a variety of sources including the City, the School District of University City, individual and corporate donations, and fundraising activities such as the annual plant sale, bulb sale and biennial fall garden tour. All of Bloom's current officers and directors are volunteers and residents of the City.

F. The City's public gardens are very important to the City and a source of pride. Bloom has designed, planted and maintained the City's public gardens for three decades, and the work has been outstanding. The City and Bloom desire to continue their relationship and enter into this Agreement for fiscal year 2020.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Bloom and the City agree as follows:

1. Bloom shall provide the landscape maintenance services described and listed in Exhibit A (the "Services"), attached hereto and incorporated herein by reference. The Services shall be provided during the City's fiscal year 2020 (July 1, 2019 to June 30, 2020) according to the schedule in Exhibit A, in a good and workmanlike manner.

2. The City shall pay Bloom an amount not to exceed \$88,000 for the Services. The sum shall be payable in full upon the City's receipt of an invoice from Bloom.

3. Bloom shall act as an independent contractor, and nothing in this Agreement shall be interpreted to create any employment, partnership or joint venture relationship.

4. Bloom shall maintain throughout fiscal year 2020 its general liability and workers compensation insurance now in effect. Bloom shall promptly pay all valid claims for its labor, materials, services, supplies and products as they become due. Bloom shall indemnify and hold harmless the City and its officers, directors, employees and agents from and against all claims, costs, losses and damages arising out of or relating to the performance of the Services.

5. Bloom shall comply with all City, local, state and federal laws, rules and regulations applicable to this Agreement.

6. This Agreement shall be administered by the City Manager and the Director of Parks, Recreation and Forestry or their designees, and Bloom shall work cooperatively with them at all times.

**City of University City, Missouri**

**U. City in Bloom**

By: \_\_\_\_\_  
Gregory Rose  
City Manager

By: \_\_\_\_\_  
Jack Brier  
President

By: \_\_\_\_\_  
Judy Prange  
Executive Director



## Exhibit A

### University City in Bloom Annual Maintenance

After more than 30 years serving the University City communities, U City in Bloom manages and cares for 75 locations with 206 garden beds throughout University City. Of those locations, 61 are University City properties, civic spaces and parks with 144 garden beds. UCB manages and cares for 180 containers and 150 trees on the Delmar Loop and Olive Boulevard corridors. In our efforts to beautify U City we also partner with and support a number of community groups and initiatives including the School District, neighborhood groups and the Green Center locally and the Audubon Society, Department of Conservation, grow native groups and pollinator restoration efforts regionally. UCB manages the 46 gardens in 9 University Public School District properties. Our partnership with University City Public Works is a two-way street and on our end we provide consulting and insight as well as physical help when needed. We partner with Forestry by helping with small tree pruning and establishing new trees by watering them and assessing their health. All of our current full-time staff are ISA Certified Arborists. This work has developed into an annual Arbor Day event and public tree tours. We have worked closely with the Community Development and Economic Development teams on the Olive Beautification Committee and on UCB and City sponsored projects. U City in Bloom cultivates an active group of community volunteers who contribute both physically and with outreach, representation, development and consulting thus providing immeasurable health, diversity and richness of our community. With UCB volunteers contributing over 5000 volunteer hours in 2017 our volunteers provide the community with a value of \$120,000.00 according to the Bureau of Labor Statistics.

### UCB Maintenance Schedule

Some duties are ongoing every day we are working, such as picking up trash, health assessments, weeding and general tidying. We also work on fundraising, community relations and outreach, grant writing, and education for our community through blogging or hands on opportunities. City staff call on us for help, advice and input on a regular working basis. Below are some of our typical maintenance duties for each month. Below are our typical monthly duties through the year.

#### January/February (Planning and Preparations)

- Clean up and cut back of perennials
- Garden beds are edged
- Fertilizer applications to beds
- Pre-emergent herbicide applied to large hard to control spaces and sidewalk cracks near our beds
- Mulch beds with leaf mulch and paths and trees with wood chip mulch
- Garden Design for annual displays
- Sourcing, bidding and ordering plants from various local growers
- Work on securing grants including EDRST grants
- Redesign overgrown or out dated garden beds Repair and clean tools and sheds

Renovate and build hardscape  
Plan volunteer days, events and educational opportunities for the year Prune  
over 200 trees  
Volunteer assignments and scheduling for upcoming growing season  
Volunteer hour tracking

### **March**

Cut back all ornamental grasses Mow  
groundcovers  
Prune deciduous shrubs  
Weed garden beds and apply herbicide to cool season weeds Plant  
trees and shrubs  
Plan and order perennials  
Seed grow annuals not grown by contracted growers Divide  
perennials for use in other gardens and plant sale Uncover roses  
and prune and fertilize them  
Fertilize spring blooming plants  
Plant early spring annuals in City Hall Containers and Centennial Commons Prepare  
vegetable gardens with compost and tilling  
Continue the same maintenance as March  
Prune evergreen trees and shrubs  
Plant and transplant perennials  
Cut back and clean up foliage from spring bulbs Prepare  
for fundraising and community events Annual Plant Sale  
Contact and assign watering volunteers  
Prepare containers with new soil, compost and fertilizer  
Turn on and inspect irrigation systems and repair or contract repairs as needed Hold  
annual plant sale for fund raising  
Install and update new or existing gardens

### **May (Planting in full swing takes many weeks)**

Annuals are delivered and planted in over 100 garden beds and 175 containers Begin  
watering trees and place tree water bags on trees  
Begin watering annuals  
Recycle our plastic pots and for the community  
Assess placement of containers and plants for safety and visibility for pedestrians and  
vehicles  
Install and update new or existing gardens

### **June/July (watering is most important in the summer)**

Weeding, deadheading, pruning, fertilizing and tidying gardens  
Assess health of trees and shrubs  
Water trees with our utility vehicle

Water containers with our utility vehicle  
Inspect and adjust irrigation systems Order  
spring flowering bulbs  
Plan fall perennial needs and divisions Mulch  
Trees and shrubs

### **August**

Weeding, deadheading, pruning, fertilizing and tidying gardens Order  
perennials and fall annuals  
Soil preparations and amendments for new beds  
Light tree and shrub pruning  
Perennial health assessments Tree  
watering with utility vehicle  
Containers watered with utility vehicle  
Fertilize trees, shrubs and perennials  
Annual performance assessments and evaluations

### **September**

Divide and transplant perennials  
Transplant trees and shrubs  
Evaluate annual beds and displays for next season  
Plant fall annuals and perennials  
Soil preparations and amending Begin  
leaf cleanup

### **October**

Leaf clean up and removal  
Clean up and remove annuals after first frost  
Remove plants from 175 containers and top dress with compost Begin  
planting bulbs  
Mulch in roses and tender perennials for winter  
Visit garden centers in search of end of year plant donations

### **November**

Continue planting bulbs  
Collect and store hoses for winter  
Winterize irrigation systems  
Cut back perennials  
Leaf clean up and removal  
Add greens to Loop and City

### **December**

Begin mulching beds and paths  
Clean leaves from curbs

Begin designing for upcoming annual displays  
Clean and repair tools  
Order tools for upcoming year

DRAFT

## Landscape Locations

AREA	# of Gardens
<b>Park Gardens</b>	
Adams	1
Ackert	1
Bird Habitat	6
Eastgate	2
Flynn	1
Fogerty	1
Ruth Park Golf Course	3
Green Center	3
Greensfelder	1
Kaufman	1
Kingsland	1
Lewis	9
Majerus	2
Millar	2
Mooney	2
Oakbrook & Delmar	1
Rabe	1
Ruth Park Recycling Entrance	2
Vernon Nursery	4
Centennial Commons	13
Central Garage	2
Community Center	6
Jack Buck Field	1
Heman Park Memorial Fountain	3
Vernon & Midland	1
Metcalfe Park	1
<b>Street Gardens</b>	
Delmar & I 170	2
Jackson & Pershing	2
Lindell & Big Bend	2
Midland & Delmar	1
U City Firehouse – North & South	2
Waldron (Midland & Midland Drive)	1
Washington & Hanley	4
Wilson	1
Firehouse #1	3
<b>Public Gardens</b>	
Loop Street Planters/Containers/Trees	158
Midland & Olive	4
Pennsylvania & Olive	1
Olive Street Tree Care	
Purdue & Olive	1
Skinker & Olive	1
Sutter & Olive East	1
Sutter & Olive West	1

Olive Containers	72
<b>Neighborhood Gardens</b>	
Archer & Coolidge	1
Erith & Milan	1
Gannondale	1
Roth Circle & Roth Grove	2
Shaftesbury & Wilson	1
Teasdale & Old Bonhomme	1
Swarthmore & Old Bonhomme	1
Belrue & Kingsland	1
<b>Civic Plaza Gardens</b>	
City Hall	5
Epstein Plaza	3
Lion Gate Islands	4
Post Office	1
Old Library	2
U City Library	8
Loop Roundabout	1



## Council Agenda Item Cover

**MEETING DATE:** October 14, 2019

**AGENDA ITEM TITLE:** Crown Center for Senior Living Planned Development – Amended Final Approved Planned Development-Mixed Use District (PD-M) 1 Year Extension Request

**AGENDA SECTION:** City Manager’s Report

**CAN THIS ITEM BE RESCHEDULED? :** Yes

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### BACKGROUND REVIEW:

At the upcoming City Council meeting, members will consider a request by David Lang on behalf of Council Apartments, LLC to extend the approval of their previously approved Amended Final Development Plan. Specifically, they are seeking a one (1) year extension, of their previously approved Planned Development-Mixed Use District (PD-M) plan, to rebuild their outdated “Senior Living Facility”. The property is commonly known as the Crown Center development which is located at 8348-8350 Delcrest Drive. The planned development is proposing the construction of two four story senior living residential structures with associated offices and accessory uses.

Per their letter dated September 19, 2019 Mr. David Lang is requesting a one (1) year extension to begin construction within the required time frame as regulated in Section 400.090 of the Zoning Code. Although the project will not begin construction, within the original required two (2) year timeframe, the applicant is eligible to apply for and seek a one (1) year extension per Section 400.090, Subsection B which allows City Council to grant a one (1) year extension. As a result, they are requesting an extension, with no proposed changes or alterations, to the existing previously approved October 9, 2017 Amended Final Development Plan until October 9, 2020.

### Attachments:

1. City Manager Memo
2. Extension Request Letter
3. Approved Redevelopment Plan

**RECOMMENDATION:** The City Manager recommends approval.



**Department of Planning and Development**

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

**MEMORANDUM**

TO: Gregory Rose, City Manager  
FROM: Clifford Cross, Planning Director  
DATE: September 20, 2019  
SUBJECT: Crown Center for Senior Living Planned Development  
CC: John Mulligan, City Attorney

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At the upcoming City Council meeting, members will consider a request by David Lang on behalf of Council Apartments, LLC to extend the approval of their previously approved Amended Final Development Plan. Specifically, they are seeking a one (1) year extension, of their previously approved Planned Development-Mixed Use District (PD-M) plan, to rebuild their outdated “Senior Living Facility”. The property commonly known as the Crown Center development which is located at 8348-8350 Delcrest Drive. The planned development is proposing the construction of two four story senior living residential structures with associated offices and accessory uses.

The need for the extension is based upon the applicant’s failure to initiate construction within two (2) years form the date of the final plan approval. Specifically, Section 400.900, Subsection A requires that construction must commence within two (2) years form the plan approval or it may be declared null and void. Section 400.090, Subsection A states the following;

- A. *Period of Validity.* No approval of a final development plan shall be valid for a period longer than two (2) years from the date of approval unless within such period a building permit is obtained and construction of a development's foundation is commenced.

However, the applicant is eligible to request a one year extension to City Council for approval per Section 400.090, *Subsection B.* As a result, the applicant is requesting a one year extension to the October 9, 2017 Planned Development-Mixed Use District (PD-M) in accordance to the aforementioned provisions of Section 400.090. *Subsection B.*

**PD-M Approval Background:**

The property was rezoned to its current PD-M classification in 2013. The original PD-M zoning classification was sought to accommodate the café and other accessory uses that would be open to the general public and residents of the existing Tallin Building. However, in 2017 the applicant requested an amendment to the PD-M plan to allow for the reconstruction of 120 housing units that were not addressed within the 2013 plan. Specifically, the applicant made the request based upon the conclusion that the original 1960’s Tallin Building consisted of a poor design that was functionally obsolete and did not meet current codes and standards resulting in a cost prohibitive renovation project. As a result, the amendment request proposed a new construction option consisting of the following phases;



Phase 1 - This phase proposes the construction of a new 4 – story 64 unit building with 1-bedroom/1 bath units and several 2-bedroom/1 bath units. The building will be constructed over a 31-space podium parking garage. The location of this building will be immediately north of the Tallin Building.

Phase 2 – Phase two will consist of the current residents of the Tallin Building being relocated to the newly constructed phase 1 building. The Tallin Building will be demolished and a newly constructed 4 – story 56 unit building with 1-bedroom/1 bath units and several 2-bedroom/1 bath units. This building will include connecting corridors, expanded amenity spaces for residents and new management and administrative offices. It will be constructed over a 28-space podium parking garage.

As previously identified, in the 2017 amended plan, the proposed additions and modifications to the site will result in exterior reconfigurations to the site. Specifically, the amended plan approved reconfigurations to curb cut locations, surface parking locations and associated landscaping. The approved plan also approved the utilization of 131 total parking spaces to accommodate the 238 residential units (consisting of the 2 new buildings and existing Weinberg Building) and accessory offices/amenities.

Furthermore, the 2017 approved Amended Plan was approved subject to the following conditions;

1. Permitted uses shall be limited to a multi-family residential development for senior living with associated accessory uses including but not limited to offices related to the operation of the facility, a café and dining area, a demonstration kitchen, a fitness area, and an outdoor gardening area which may be open to the public. The hours in which the café is open to the public shall be limited to 6:00 am to 10:00 pm. Any change to the hours of operation shall require written approval from the Department of Community Development.
2. The existing building height, number of stories, mass, floor area ratio, and setbacks shall be maintained as depicted in the preliminary development plan and not be exceeded.
3. The total number of residential units shall not exceed 238.
4. Parking and drive aisle layout shall be as generally depicted on the Preliminary Development Plan. A minimum of 131 off-street parking and garage spaces shall be maintained. The location of the proposed curb-cut for ingress/egress shall be as approved by the Department of Public Works and Parks.
5. Along the north property limits, Department of Community Development staff shall seek a landscape plan from the developer that provides a visual screening from the adjacent service drive with a combination of evergreen and deciduous trees.

6. A final landscape plan shall be submitted to the Department of Community Development for its review and approval, in conjunction with a review by the City Forester. Said plan shall be submitted prior to the submittal of a demolition/building permit. Landscaping shall be installed and maintained in accordance with the approved plan.
7. Any proposed signage shall be in strict compliance with the Sign Regulations set forth in Article 8 of the Zoning Code.
8. Lighting of all exterior areas shall comply with the requirements of Section 34- 93.7 of the Zoning Code, and shall be designed to be compatible with surrounding areas by shading to direct light downward and away from abutting uses.
9. All work in the public right-of-way shall be located, constructed, and maintained as approved by the Department of Public Works and Parks.
10. A detailed construction traffic control and parking plan should be submitted to the Department of Community Development for approval, in conjunction with review by the Department of Public Works and Parks. Said plan shall set forth details pertaining to worker and resident parking during all phases of the proposed construction. It shall further detail solutions to public property maintenance issues such as street cleaning and traffic diversion. Said plan shall be finalized prior to the issuance of a building permit. It shall be the applicant's responsibility to obtain those approvals in written form in a timely manner prior to issuance of the building permit.
11. Approval of the Amended Final Development Plan must be obtained by City Council.
12. Except as noted herein, other codes and regulations of the City of University City shall apply.
13. Address the comments from the Department of Public Works and Parks (Attachment B of staff report - memorandum of July 11, 2017)

September 19, 2019

Mr. Clifford Cross  
Department of Community Development  
City of University City  
6801 Delmar Boulevard  
University City, Missouri 63130

Re: Request for Sketch Plan Meeting  
Crown Center For Senior Living  
Tallin Building (the "Project")  
8350 Delcrest Drive  
St. Louis, Missouri 63124

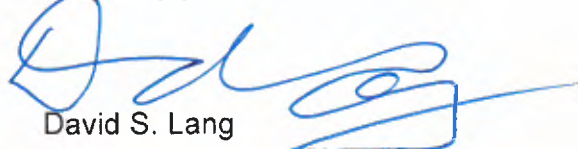
Dear Mr. Cross:

This firm represents Council Apartments, Inc., a Missouri non-profit corporation, and the sponsor of the proposed redevelopment of the above referenced Project for which we received Final Development Plan Approval from the City Council of University City, Missouri on October 9, 2017. In accordance with Section 400.900(A) of the Zoning Code of the City of University City, Missouri, the approval of our final development plan shall only be valid for a period of two (2) years from the date of approval, unless within such period a building permit is obtained and construction of a development's foundation is commenced.

Pursuant to Section 400.900(B) of the Zoning Code of the City of University City, Missouri, we hereby request a one (1) year extension of our plan approval, as the plan has not changed since the original approval date. The purpose of the extension is to allow time for a tax credit application to be submitted to the Missouri Housing Development Commission.

If there is any further information that you require, please do not hesitate to contact me.

Very truly yours,

  
David S. Lang

David S. Lang, 314.854.0416 dlang@rosenblumgoldenhersh.com



**MEMORANDUM**

**TO: University City Council  
Fulson Housing Group  
Crown Center Executive Board**

**FROM: David Lang**

**DATE: September 6, 2017**

**RE: Crown Center for Senior Living Redevelopment Project  
Meeting and Notification with surrounding property owners**

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NOTIFICATION TO DAN WALD (OWNER OF DELCREST PLAZA)

August 24, 2017 @ 9:00 a.m. – Meeting was held at the offices of Rodan Management, 8420 Delmar Boulevard, Suite 406, St. Louis, Missouri 63124. Those in attendance included:

**Dan Wald** – Owner of Delcrest Plaza at the southwest corner of Delmar and Delcrest Dr.  
**Preston C. Amos (AKG Development)** – potential purchaser under contract to buy Delcrest Plaza from Dan Wald and erect a hotel project.  
**Matt Bukhshtaber (CBRE)** – listing agent for the sale of Delcrest Plaza  
**Carlos Farfan (CBRE)** – listing agent for the sale of Delcrest Plaza  
**Keith Cohen (Crown Center)** – President of the Board of Directors of Crown Center  
**David Lang (Rosenblum Goldenhersh)** – Legal Counsel for Crown Center for Senior Living and Fulson Housing Group

This meeting was held in response to the University City Council’s concerns that discussion had not been had with the owner of the property to the north of the proposed Crown Center development, to hear any of his concerns. In addition, Crown Center representatives were able to hear about the proposed hotel development that AKG Development and Dan Wald had discussed with University City representatives.

Preston Amos stated in an email dated September 1, 2017 that “AKG Development, LLC has not had the opportunity to formally discuss [its] intended development with the City. As a result and as discussed in the meeting, [they] cannot provide a formal response to Crown Center’s proposed development.”

Dan Wald was still concerned about the view that his current commercial tenants will have of the project next door. He acknowledged that if AKG Development acquires Delcrest Plaza, then he has no issues, but if AKG does not move forward with its acquisition and redevelopment, then he still has concerns. Dan Wald stated that if Crown Center redeveloped its new buildings within the existing development setback requirements along the north property line of 30 feet, then he would have no problems with the proposed development.

In response to Dan Wald's concerns, Crown Center has agreed to reconfigure the Project to 30' off of the North property line as provided on the attached site plan.

In addition, on September 5, 2017, notices of the proposed development and the September 25 Council Meeting were mailed Return Receipt Requested to the following parties related to the ownership of Delcrest Plaza (copies of which are attached hereto):

1. University Terrace Associates, L.P., 8420 Delmar Boulevard, Suite 406, St. Louis, Missouri 63124 (the property owner and address of record according to the St. Louis County Assessor's Office);
2. Daniel S. Wald, as registered agent of University Terrace Associates, L.P. (to Mr. Wald's home address); and
3. Daniel S. Wald, as registered agent of University Terrace Associates, L.P. (to 1300 South Hampton Avenue, St. Louis, MO 63139, which is the address of record provided by the Missouri Secretary of State).

NOTIFICATION TO COUNCIL APARTMENTS II, INC. (OWNER OF RESIDENTIAL TOWER TO THE SOUTH OF PROPOSED PROJECT)

The City of University City sent a notice to Council Apartments II, Inc., an affiliate of Crown Center for Senior Living. Due to the common leadership and control, a formal meeting was unnecessary.

In addition, on September 5, 2017, notices of the proposed development and the September 25 Council Meeting were mailed Return Receipt Requested to the following parties related to the ownership of Council Apartments Phase II (copies of which are attached hereto):

1. Council Apartments II, Inc., 8350 Delcrest Drive, St. Louis, Missouri 63124 (the property owner and address of record according to the St. Louis County Assessor's Office); and
2. Nikki Goldstein, as registered agent of Council Apartments II, Inc. (to the address of record provided by the Missouri Secretary of State).

NOTIFICATION TO VANGUARD CROSSING APARTMENTS (APARTMENT COMPLEX DIRECTLY SOUTH OF THE CROWN CENTER FOR SENIOR LIVING CAMPUS)

On Friday, August 11, 2017, Nikki Goldstein, Executive Director of Crown Center for Senior Living, visited the Vanguard Crossing Apartments management office. Ms. Goldstein indicated that she would like to discuss the proposed redevelopment Project with the manager. The two individuals in the management office received Ms. Goldstein's business card and brochure about Crown Center For Senior Living and stated they would respond with any questions. Nobody has called back to discuss.

In addition, on September 5, 2017, notices of the proposed development and the September 25 Council Meeting were mailed Return Receipt Requested to the following parties related to the ownership of Vanguard Crossing Apartments (copies of which are attached hereto):

1. RAI MO SPE VEHICLE, LLC, 500 North Franklin TPKE, Ramsey, New Jersey 07446 (which is the owner and address of record provided by the St. Louis County Assessor's Office); and
2. CSC-Lawyers Incorporating Service Company, as registered agent of RAI MO SPE VEHICLE, LLC (the address as provided by the Missouri Secretary of State).

NOTIFICATION TO LITTLE SUNSHINE'S PLAYHOUSE (DAY CARE CENTER DIRECTLY EAST OF THE CROWN CENTER FOR SENIOR LIVING)

On Friday, August 11, 2017, Nikki Goldstein, Executive Director of Crown Center for Senior Living, visited the Little Sunshine's Playhouse and spoke with the Director. Ms. Goldstein explained about the proposed project. The director told Ms. Goldstein that she had no real concerns about the proposed development since it was something to be done on the Crown Center's existing property.

In addition, on September 5, 2017, notices of the proposed development and the September 25 Council Meeting were mailed Return Receipt Requested to the following parties related to the ownership of the real property on which Little Sunshine's Playhouse is located (copies of which are attached hereto):

1. Ferris Capital Group, L.L.C., 6 Vouga Lane, St. Louis, Missouri 63131 (the owner of the real property and the address of record according to the St. Louis County Assessor's Office. Note that 6 Vouga Lane is a single family residence formerly owned by Preston and Mayo Amos and sold November 17, 2016);
2. Ferris Capital Group, L.L.C., 4 The Prado Street, St. Louis, Missouri 63124 (the owner of the real property and the CURRENT home address of Preston and Mayo Amos according to the St. Louis County Assessor's Office. Note that they acquired this residence on June 8, 2017, according to the St. Louis County Assessor's Office); and
3. M. Carolyn Amos, as registered agent of Ferris Capital Group, L.L.C. (at the address provided by the Missouri Secretary of State).

NOTIFICATION TO WALGREENS (STOREFRONT DIRECTLY NORTHEAST OF THE CROWN CENTER FOR SENIOR LIVING)

On September 5, 2017, notices of the proposed development and the September 25 Council Meeting were mailed Return Receipt Requested to the following parties related to the ownership of the real property on which the Walgreens is located (copies of which are attached hereto):

1. RBS Investments, LLC, c/o Walgreen Co., Real Property Tax, PO Box 1159, Deerfield, Illinois 60015 (the property owner and address of record according to the St. Louis County Assessor's Office); and
2. Edward A. Chod of the Greensfelder Law Firm, as registered agent of RBS Investments, LLC (to the address of record provided by the Missouri Secretary of State).

September 5, 2017

**RETURN RECEIPT REQUESTED**

Daniel S. Wald, Registered Agent for  
University Terrace Associates, L.P.  
6470 Ellenwood Avenue  
St. Louis, Missouri 63105

**Re: Crown Center for Senior Living (the "Project")  
8350 Delcrest Drive, St. Louis, Missouri 63124  
NOTICE OF AMENDMENT TO FINAL DEVELOPMENT PLAN**

Dear Mr. Wald:

This firm represents Council Apartments, Inc., a Missouri nonprofit corporation (the "Project Owner"), the owner of the above referenced Project.

It has come to our attention that you may or may not have received notice from the City of University City of the Project Owner's intent to Amend the Final Redevelopment Plan so as to allow for the redevelopment of the building located at 8350 Delcrest Drive, on the north side of the Crown Center for Senior Living campus. A public hearing was held on August 14, 2017 at the City Hall for University City.

We are hereby notifying you of the hearing on the Project to be held on **Monday, September 25, 2017 at 6:30 p.m.** The hearing will occur at the meeting of the City Council of University City, at:

City Hall for the City of University City, Missouri  
6801 Delmar Boulevard, fifth floor  
University City, Missouri 63130

Attached to this correspondence is a copy of the proposed redevelopment plan that will be the subject of discussion at the City Council meeting. In addition to any notices from the City of University City, we are hereby notifying the neighboring property owners of the Project of:

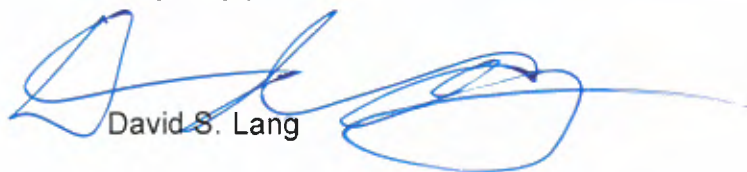
1. The City Council Meeting to be held as stated above;
2. You are encouraged to attend the City Council Meeting; and
3. You are encouraged to voice any objections that you may have with respect to the Amendment to the Final Redevelopment Plan.

David S. Lang, 314.854.0416 dlang@rosenblumgoldenhersh.com

Daniel S. Wald  
September 5, 2017  
Page 2

Please let me know if you have any questions.

Very truly yours,



David S. Lang

CC: Crown Center for Senior Living

David S. Lang, 314.854.0416 dlang@rosenblumgoldenhersh.com

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314.726.6868 WWW.RGSZ.COM  
7733 FORSYTH BLVD., SUITE 400 ST. LOUIS, MO 63105



# CROWN CENTER SENIOR LIVING

REVISIONS:  
 01/15/17 - CITY PLAN REVIEW  
 02/20/17 - CITY PLAN REVIEW  
 03/08/17 - CITY PLAN REVIEW  
 1 - APPROVAL / REJECT

**ZONING REQUIREMENTS - PD-M**

**CURRENT:**  
 Street R.O.W. - 30'  
 Adjacent Properties:  
 North property line - 30'  
 West property line - 30'  
 South property line - 30'  
 Setback / Buffer:  
 Street R.O.W. - 30'  
 (No Change)  
 (No Change)  
 West property line - 10'  
 (No Change)  
 131 Spaces

**PROPOSED CHANGE:**  
 (No Change)  
 (No Change)  
 West property line - 10'  
 (No Change)  
 131 Spaces

**NEW CONSTRUCTION:**

**Type:** V-A  
 Occupancy: R-2; Residential  
 Height and Area Limitations: 4 stories or 70 feet / 24,000 sqft \*  
 Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X < 30'): 1 hr  
 Max. Area of Exterior Wall Opening Based on Fire Separation Distance (10' - ≤ 15'): 45%  
 Fire Wall Resistance Rating (Group R-2): 2 hr (per exception a.)

**Type:** I-A  
 Occupancy: S-2; Parking Garage  
 Height and Area Limitations: UL  
 Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X < 30'): 1 hr  
 Max. Area of Exterior Wall Opening Based on Fire Separation Distance: N/A  
 Fire Resistance Rating for Horizontal Assemblies Between Fire Areas (R and S-2): 2 hr  
 \*With area and height increases per IBC sec. 504.2 and 506.3



**PROPERTY OWNERSHIP**  
 Address: 8350 Delcrest Dr.  
 Owner: Council Apartments  
 8350 Delcrest Dr.  
 St. Louis, MO. 63124  
 Current Zoning: PD-M Planned Development  
 Mixed Use District  
**TITLE DESCRIPTION:**  
 Lot 10 of Delcrest, according to plat thereof recorded in Plat Book 45 Page 46 of the St. Louis County Recorder's Office.  
 AND BEING the same property conveyed to Council Apartments, Inc., a Missouri not-for-profit corporation from Marlin Brown and Violet Brown, his wife, as to an undivided 50% interest, Robert J. Diamond, as to and undivided 35% interest, and Edwin J. Diamond, as to and undivided 15% interest by General Warranty Deed dated February 27, 1965 and recorded December 30, 1965 in Deed Book 5873, Page 427.  
**AREA:**  
 APPROXIMATELY 2.8 ACRES  
**OPEN SPACE:**  
 APPROXIMATELY .78 ACRES  
**ADJACENT PROPERTY OWNERSHIP**  
 Address: 8420 Delmar Blvd.  
 Owner: University Terrace Assoc. LP  
 8420 Delmar Blvd.  
 St. Louis, MO. 63124  
 Current Zoning: GC - General Commercial District  
 Address: 6342 Delcrest Dr.  
 Owner: RAI A Mo Spe Vehicle LLC Etal  
 500 North Franklin Turnpike  
 Ramsey, NJ., 07446  
 Current Zoning: HRO - High Density Residential / Office District

**rosemann & associates p.c.**  
 188 N. Main Street, Suite 200  
 St. Louis, MO 63102  
 P: 314.678.1448  
 F: 314.678.1425  
 rosemann.com  
 #2017 Best Firm in Architecture, P.C.  
 #2017 Best Firm in Planning  
 #2017 Best Firm in Interior Design  
 188 N. Main Street, Suite 200  
 St. Louis, MO 63102

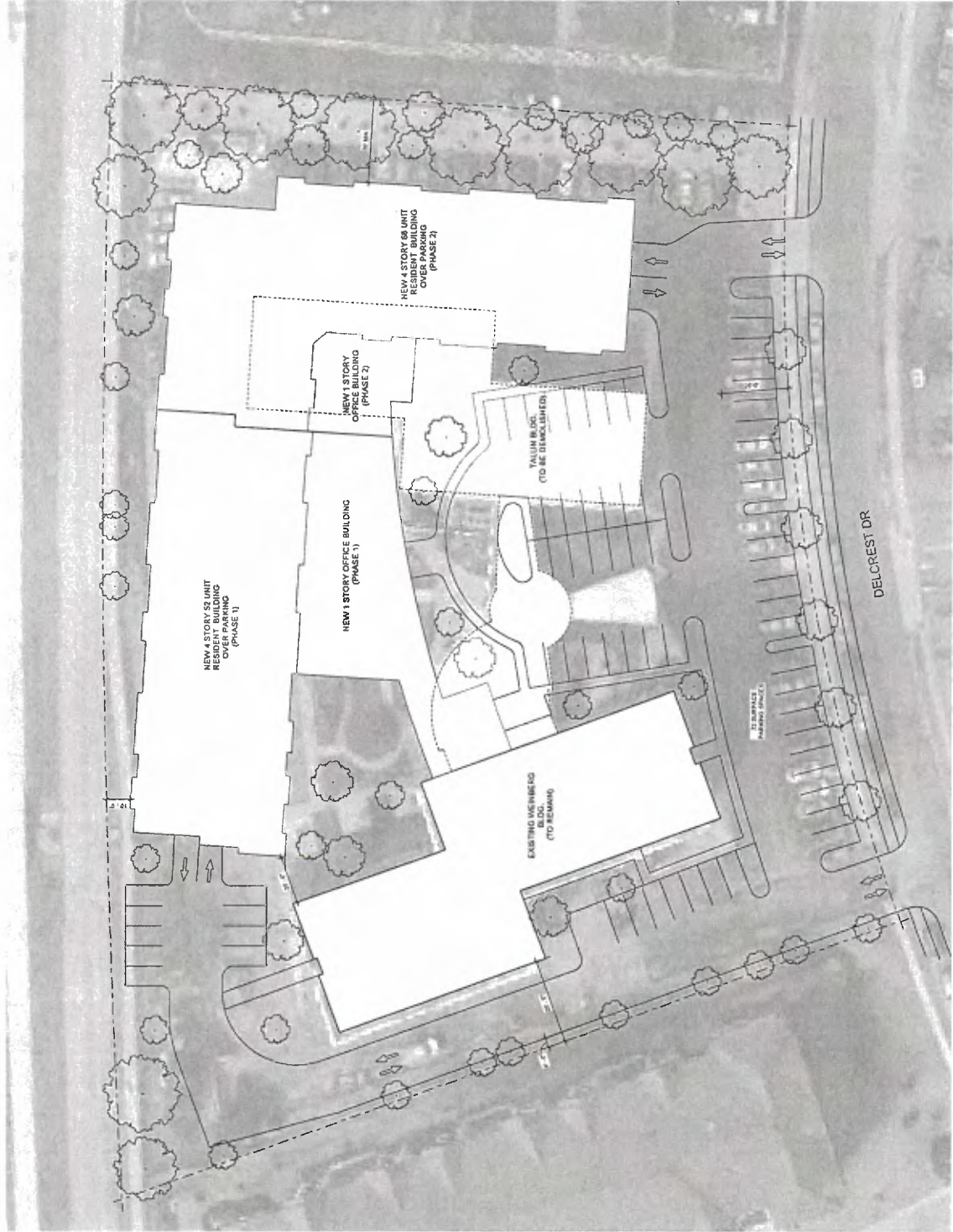
CROWN CENTER SENIOR  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124  
 SHEET TITLE: Zoning Comp  
 PROJECT NUMBER: 1001  
 SHEET NUMBER  
**P&Z - 1**  
 DRAWN BY: AUPH  
 CHECKED BY: CHANG

REVISED  
 04/1/2017 - CITY PLAN REVIEW  
 04/18/2017 - CITY PLAN REVIEW  
 05/01/2017 - CITY PLAN REVIEW

**roseman & associates pc**  
 ARCHITECTURE  
 155 N. KEMPERS AVENUE, SUITE 200  
 CLEVELAND, OH 44115  
 P. 216.678.1448  
 WWW.ROSEMANPC.COM  
 © 2017 Roseman & Associates, P.C.  
 DENVER & KANSAS CITY & ST. LOUIS & ATLANTA

**SENIOR LIVING CONCEPT**  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE  
 PHASE I & II SITE PLAN  
 PROJECT NUMBER: 1628  
 SHEET NUMBER  
**AS-100**  
 DRAWN BY  
 CHECKED BY



**1 SITE PLAN - PHASE I & II**  
 1" = 200'

**PARKING COUNT:**  
 GARAGE: 110  
 PHASE I: 231  
 PHASE II: 231  
 TOTAL: 572 SPACES

September 5, 2017

**RETURN RECEIPT REQUESTED**

Daniel S. Wald, Registered Agent for  
University Terrace Associates, L.P.  
1300 South Hampton  
St. Louis, Missouri 63139

**Re: Crown Center for Senior Living (the "Project")  
8350 Delcrest Drive, St. Louis, Missouri 63124  
NOTICE OF AMENDMENT TO FINAL DEVELOPMENT PLAN**

Dear Mr. Wald:

This firm represents Council Apartments, Inc., a Missouri nonprofit corporation (the "Project Owner"), the owner of the above referenced Project.

It has come to our attention that you may or may not have received notice from the City of University City of the Project Owner's intent to Amend the Final Redevelopment Plan so as to allow for the redevelopment of the building located at 8350 Delcrest Drive, on the north side of the Crown Center for Senior Living campus. A public hearing was held on August 14, 2017 at the City Hall for University City.

We are hereby notifying you of the hearing on the Project to be held on **Monday, September 25, 2017 at 6:30 p.m.** The hearing will occur at the meeting of the City Council of University City, at:

City Hall for the City of University City, Missouri  
6801 Delmar Boulevard, fifth floor  
University City, Missouri 63130

Attached to this correspondence is a copy of the proposed redevelopment plan that will be the subject of discussion at the City Council meeting. In addition to any notices from the City of University City, we are hereby notifying the neighboring property owners of the Project of:

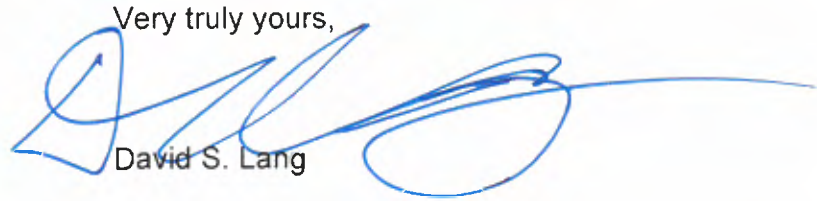
1. The City Council Meeting to be held as stated above;
2. You are encouraged to attend the City Council Meeting; and
3. You are encouraged to voice any objections that you may have with respect to the Amendment to the Final Redevelopment Plan.

David S. Lang, 314.854.0416 dlang@rosenblumgoldenhersh.com

Daniel S. Wald  
September 5, 2017  
Page 2

Please let me know if you have any questions.

Very truly yours,



David S. Lang

CC: Crown Center for Senior Living

David S. Lang, 314.854.0416 dlang@rosenblumgoldenherh.com

K - 1 - 14



# CROWN CENTER SENIOR LIVING

PROJECTS LISTED:  
 03/2017 - CITY PARK RENOVATION  
 09/2017 - CITY PARK RENOVATION  
 01/2018 - CITY PARK RENOVATION  
 01/2018 - CITY PARK RENOVATION

## ZONING REQUIREMENTS - PD-M

**CURRENT:**  
 Setback / Buffer:  
 Street R.O.W. - 30'  
 Adjacent Properties:  
 North property line - 30'  
 West property line - 10'  
 South property line - 30'

### PROPOSED CHANGE:

(No Change)  
 (No Change)  
 West property line - 10'  
 (No Change)

Parking:  
 134 Spaces

### NEW CONSTRUCTION:

#### Type V-A

Occupancy R-2 Residential

Height and Area Limitations: 4 stories or 70 feet / 24,000 sqft \*

Fire Resistance Rating of Exterior Walls: Based on Fire Separation Distance ( $10' \leq X < 30'$ ): 1 hr

Max. Area of Exterior Wall Opening Based on Fire Separation Distance ( $10' \leq X \leq 15'$ ): 45%

Fire Wall Resistance Rating (Group R-2): 2 hr (per exception a)

#### Type LA

Occupancy S-2 Parking Garage

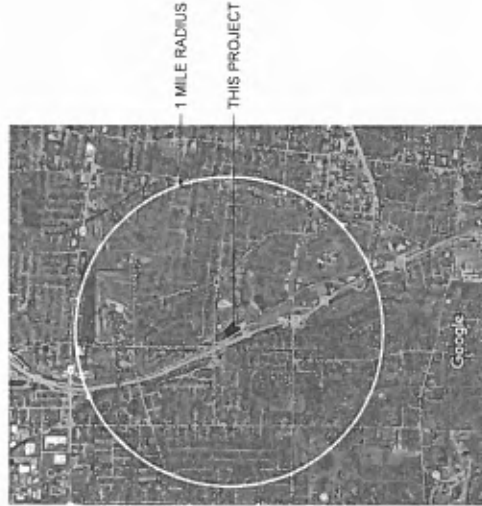
Height and Area Limitations: UL

Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance ( $10' \leq X < 30'$ ): 1 hr

Max. Area of Exterior Wall Opening Based on Fire Separation Distance N/A

Fire Resistance Rating for Horizontal Assemblies Between Fire Areas (R and S-2): 2 hr

\*With area and height increases per IBC sec. 504.2 and 506.3



### PROPERTY OWNERSHIP

Address: 8350 Delcrest Dr.  
 Owner: Council Apartments  
 8350 Delcrest Dr.  
 St. Louis, MO. 63124

Current Zoning: PD-M Planned Development  
 Mixed Use District

### TITLE DESCRIPTION:

Lot 10 of Delcrest, according to plat thereof recorded in Plat Book 45 Page 46 of the St. Louis County Recorder's Office.

AND BEING the same property conveyed to Council Apartments, Inc., a Missouri not-for-profit corporation from Martin Brown and Violet Brown, his wife, as to an undivided 50% interest, Robert J. Diamond, as to an undivided 35% interest, and Edwin J. Diamond, as to an undivided 15% interest by General Warranty Deed dated February 27, 1965 and recorded December 30, 1965 in Deed Book 5873, Page 427.

AREA:  
 APPROXIMATELY 2.8 ACRES

OPEN SPACE:  
 APPROXIMATELY .78 ACRES

### ADJACENT PROPERTY OWNERSHIP

Address: 8420 Delmar Blvd.  
 Owner: University Terrace Assoc. LP  
 8420 Delmar Blvd.  
 St. Louis, MO. 63124

Current Zoning: GC - General Commercial District

Address: 8342 Delcrest Dr.  
 Owner: RAIM Mo Spe Vehicle LLC Etal  
 500 North Franklin Turnpike  
 Ramsey, NJ., 07446

Current Zoning: HRO - High Density Residential / Office District

roseman  
 & ASSOCIATES P.C.  
 ARCHITECTURE  
 165 N. Keston Avenue, Ste 200  
 Jefferson City, MO 65103  
 P: 314.678.4488  
 F: 314.678.4488  
 WWW.ROSEMAN.COM  
 © 2017 Roseman & Associates P.C.  
 DENVER & KANSAS CITY & ST. LOUIS & ATLANTA  
 PLANNING  
 ENGINEERING

CROWN CENTER SENIOR  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE: ZONING COLOR  
 PROJECT NUMBER: 102K  
 SHEET NUMBER:

P&Z - 1

DATE: 01/2018  
 CHECKED BY: CHECK

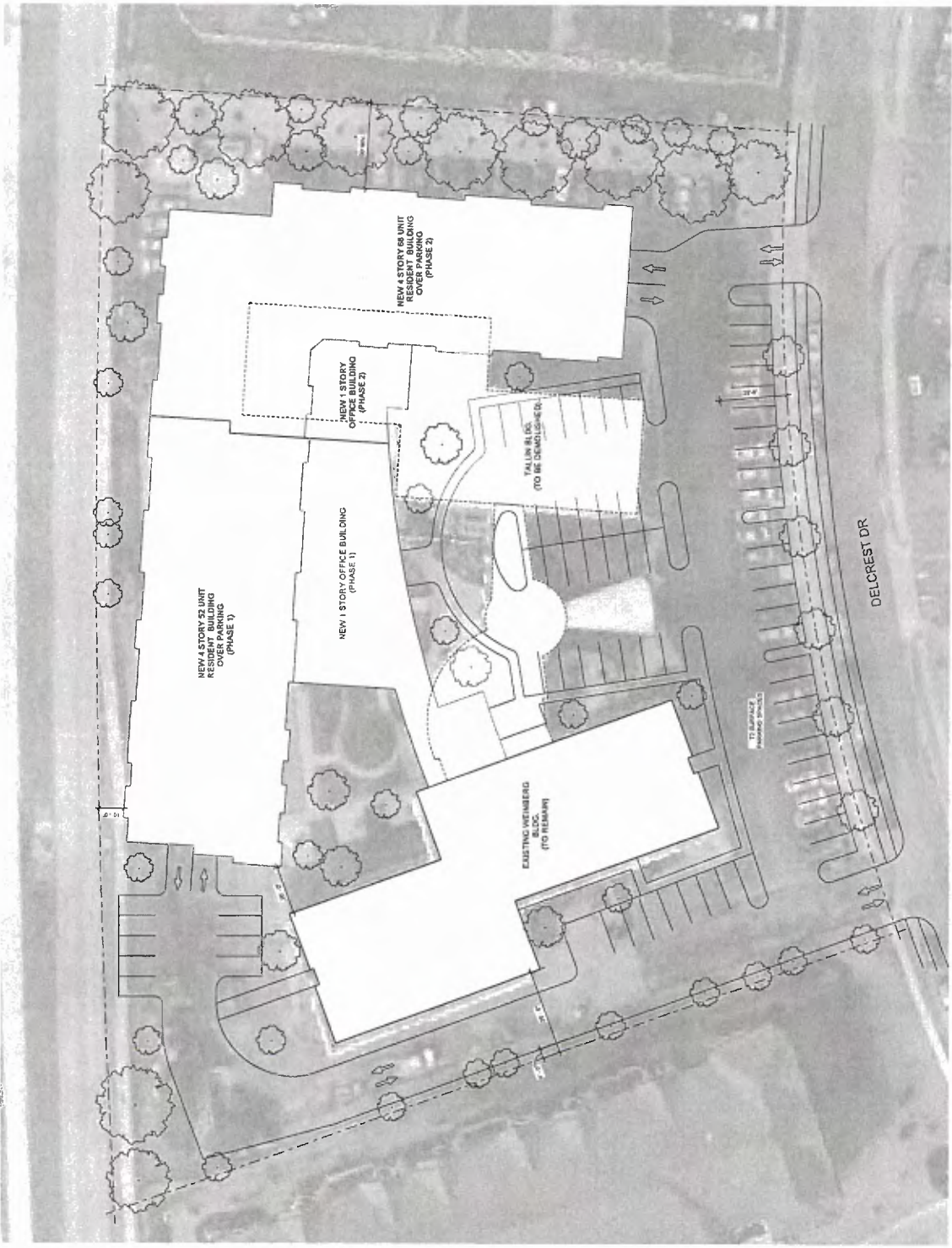
DATE PLOTTED:  
 06/21/2017 09:24:50  
 06/21/2017 CITY PLAN REVIEW  
 6/21/2017 CITY PLAN REVIEW  
 6/21/2017 CITY PLAN REVIEW

150 N. KENNEDY AVENUE, SUITE 200  
 CHICAGO, ILLINOIS 60610  
 P. 312.578.1448  
 F. 312.578.1448  
 WWW.ROSEMAN.COM  
 © 2017 Rosemann & Associates, P.C.  
 OVERSEAS & KANSAS CITY & ST. LOUIS & ATLANTA  
**rosemann & associates P.C.**  
 ARCHITECTURE  
 INTERIOR DESIGN  
 PLANNING

SENIOR LIVING CONCEPT  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE  
 PROJECT NUMBER 102K  
 SHEET NUMBER

AS-100  
 DRAWN BY  
 CHECKED BY



PARKING COUNT:

GARAGE	125
PHASE 1	11
PHASE 2	11
SURFACE	11
CANOPY	0
TOTAL	158 SPACES

1 SITE PLAN - PHASE I & II  
 1" = 30'

September 5, 2017

**RETURN RECEIPT REQUESTED**

University Terrace Associates, L.P.  
8420 Delmar Boulevard, Suite 406  
St. Louis, Missouri 63124

**Re: Crown Center for Senior Living (the "Project")  
8350 Delcrest Drive, St. Louis, Missouri 63124  
NOTICE OF AMENDMENT TO FINAL DEVELOPMENT PLAN**

Dear Sir / Madam:

This firm represents Council Apartments, Inc., a Missouri nonprofit corporation (the "Project Owner"), the owner of the above referenced Project.

It has come to our attention that you may or may not have received notice from the City of University City of the Project Owner's intent to Amend the Final Redevelopment Plan so as to allow for the redevelopment of the building located at 8350 Delcrest Drive, on the north side of the Crown Center for Senior Living campus. A public hearing was held on August 14, 2017 at the City Hall for University City.

We are hereby notifying you of the hearing on the Project to be held on **Monday, September 25, 2017 at 6:30 p.m.** The hearing will occur at the meeting of the City Council of University City, at:

City Hall for the City of University City, Missouri  
6801 Delmar Boulevard, fifth floor  
University City, Missouri 63130

Attached to this correspondence is a copy of the proposed redevelopment plan that will be the subject of discussion at the City Council meeting. In addition to any notices from the City of University City, we are hereby notifying the neighboring property owners of the Project of:

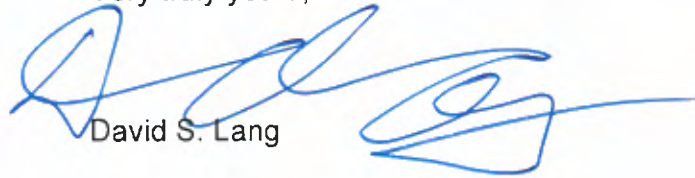
1. The City Council Meeting to be held as stated above;
2. You are encouraged to attend the City Council Meeting; and
3. You are encouraged to voice any objections that you may have with respect to the Amendment to the Final Redevelopment Plan.

David S. Lang, 314.854.0416 dlang@rosenblumgoldenhersh.com

University Terrace Associates, L.P.  
September 5, 2017  
Page 2

Please let me know if you have any questions.

Very truly yours,



David S. Lang

CC: Crown Center for Senior Living

David S. Lang, 314.854.0416 dlang@rosenblumgoldenhersh.com

K - 1 - 18



314.726.6868 WWW.RGSZ.COM  
7733 FORSYTH BLVD., SUITE 400 ST. LOUIS, MO 63105



# CROWN CENTER SENIOR LIVING

APPROVED  
 04/13/2011 CITY PLAN REVIEW  
 04/30/2011 CITY PLAN REVIEW  
 05/03/2011 CITY PLAN REVIEW  
 05/03/2011 CITY PLAN REVIEW

**ZONING REQUIREMENTS - PD-M**

**CURRENT:**  
 Setback / Buffer:  
 Street R.O.W. - 30'  
 Adjacent Properties:  
 North property line - 30'  
 West property line - 30'  
 South property line - 30'

**PROPOSED CHANGE:**  
 (No Change)  
 (No Change)  
 West property line - 10'  
 (No Change)

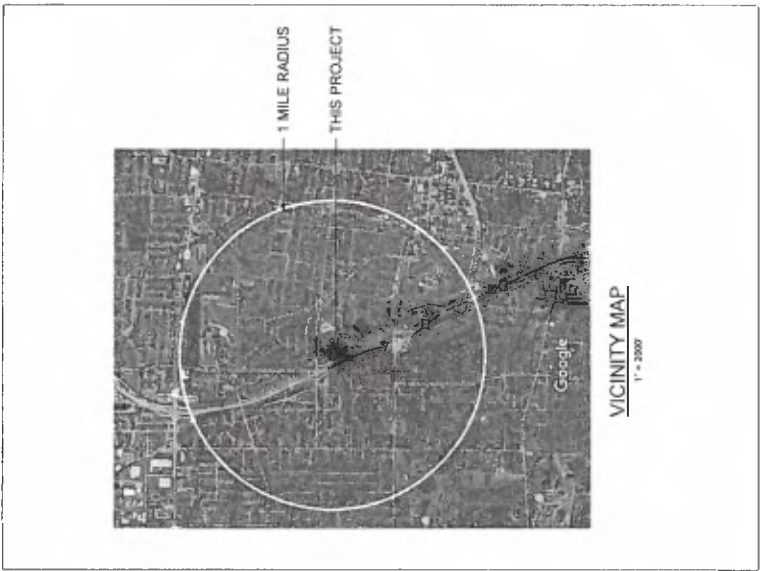
Parking:  
 134 Spaces

131 Spaces

**NEW CONSTRUCTION:**

**Type V-A**  
 Occupancy: R-2; Residential  
 Height and Area Limitations: 4 stories or 70 feet / 24,000 sqft \*  
 Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance ( $10' \leq X < 30'$ ): 1 hr  
 Max. Area of Exterior Wall Opening Based on Fire Separation Distance ( $10' \leq X < 30'$ ): 45%  
 Fire Wall Resistance Rating (Group R-2): 2 hr (per exception a)

**Type I-A**  
 Occupancy: S-2; Parking Garage  
 Height and Area Limitations: UL  
 Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance ( $10' \leq X < 30'$ ): 1 hr  
 Max. Area of Exterior Wall Opening Based on Fire Separation Distance: N/A  
 Fire Resistance Rating for Horizontal Assemblies Between Fire Areas (R and S-2): 2 hr  
 \*With area and height increases per IBC sec. 504.2 and 506.3



**PROPERTY OWNERSHIP**  
 Address: 8350 Delcrest Dr.  
 Owner: Council Apartments  
 8350 Delcrest Dr.  
 St. Louis, MO, 63124  
 Current Zoning: PD-M Planned Development  
 Mixed Use District  
**TITLE DESCRIPTION:**  
 Lot 10 of Delcrest, according to plat thereof recorded in Plat Book 45 Page 46 of the St. Louis County Recorder's Office.  
 AND BEING the same property conveyed to Council Apartments, Inc., a Missouri not-for-profit corporation from Martin Brown and Violet Brown, his wife, as to an undivided 50% interest, Robert J. Diamond, as to an undivided 35% interest, and Edwin J. Dimond, as to an undivided 15% interest by General Warranty Deed dated February 27, 1965 and recorded December 30, 1965 in Deed Book 5873, Page 427.

**AREA:**  
 APPROXIMATELY 2.8 ACRES

**OPEN SPACE:**  
 APPROXIMATELY 78 ACRES

**ADJACENT PROPERTY OWNERSHIP**  
 Address: 8420 Delmar Blvd.  
 Owner: University Terrace Assoc. L.P.  
 University Terrace Assoc. L.P.  
 8420 Delmar Blvd.  
 St. Louis, MO, 63124  
 Current Zoning: GC - General Commercial District

8342 Delcrest Dr.  
 R/A/A Mo Spe Vehicle LLC Etal  
 500 North Franklin Turnpike  
 Ramsey, NJ, 07446

Current Zoning: HRO - High Density Residential / Office District

165 N. Kirkwood Avenue, Ste 200  
 CHICAGO, MO 63105  
 ARCHITECTURE  
 & ASSOCIATES P.C.  
 PLANNING  
 ENGINEERING  
 P. 314.678.1448  
 2011 Robinson & Associates P.C.  
 DENVER & KANSAS CITY & ST. LOUIS & ATLANTA

CROWN CENTER SENIOR  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE  
 CONING COVER  
 PROJECT NUMBER 1005  
 SHEET NUMBER

P&Z - 1

DRAWN BY: ALVA DECILED BY: CHUCK

DRAWN: JES  
 04/15/2017 - CITY PLAN REVIEW  
 04/21/2017 - CITY PLAN REVIEW  
 04/21/2017 - CITY PLAN REVIEW  
 REVISIONS

**rosemann & associates p.c.**  
 ARCHITECTURE  
 168 N. MARINE AVENUE, SUITE 200  
 CHICAGO, ILLINOIS 60610  
 P: 312.676.1448  
 F: 312.676.1448  
 WWW.ROSEMANNA.COM  
 © 2017 Rosemann & Associates, P.C.  
 DENVER & KANSAS CITY & ST. LOUIS & ATLANTA

SENIOR LIVING CONCEPT  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE: PHASE I & II SITE PLAN  
 PROJECT NUMBER: 100X  
 SHEET NUMBER:

AS-100

DATE: 04/15/2017



PARKING COUNT

SPACES	12
SPACES	12
TOTAL	24



1 SITE PLAN - PHASE I & II  
 1" = 30'-0"

ATTORNEYS AT LAW

September 5, 2017

**RETURN RECEIPT REQUESTED**

RBS Investments, LLC  
c/o Walgreen Co.  
Real Estate Property Tax  
PO Box 1159  
Deerfield, Illinois 60015

**Re: Crown Center for Senior Living (the "Project")  
8350 Delcrest Drive, St. Louis, Missouri 63124  
NOTICE OF AMENDMENT TO FINAL DEVELOPMENT PLAN**

Dear Sir / Madam:

This firm represents Council Apartments, Inc., a Missouri nonprofit corporation (the "Project Owner"), the owner of the above referenced Project.

It has come to our attention that you may or may not have received notice from the City of University City of the Project Owner's intent to Amend the Final Redevelopment Plan so as to allow for the redevelopment of the building located at 8350 Delcrest Drive, on the north side of the Crown Center for Senior Living campus. A public hearing was held on August 14, 2017 at the City Hall for University City.

We are hereby notifying you of the hearing on the Project to be held on **Monday, September 25, 2017 at 6:30 p.m.** The hearing will occur at the meeting of the City Council of University City, at:

City Hall for the City of University City, Missouri  
6801 Delmar Boulevard, fifth floor  
University City, Missouri 63130

Attached to this correspondence is a copy of the proposed redevelopment plan that will be the subject of discussion at the City Council meeting. In addition to any notices from the City of University City, we are hereby notifying the neighboring property owners of the Project of:

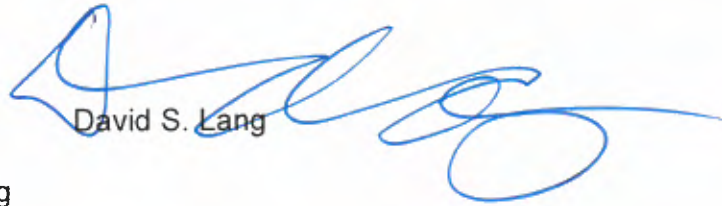
1. The City Council Meeting to be held as stated above;
2. You are encouraged to attend the City Council Meeting; and
3. You are encouraged to voice any objections that you may have with respect to the Amendment to the Final Redevelopment Plan.

David S. Lang, 314.854.0416 dlang@rosenblumgoldenhersh.com

RBS Investments, LLC  
September 5, 2017  
Page 2

Please let me know if you have any questions.

Very truly yours,



David S. Lang

CC: Crown Center for Senior Living

David S. Lang, 314.854.0416 [dlang@rosenblumgoldenherh.com](mailto:dlang@rosenblumgoldenherh.com)

K - 1 - 22



314.726.6868 [WWW.RGSZ.COM](http://WWW.RGSZ.COM)  
7733 FORSYTH BLVD., SUITE 400 ST. LOUIS, MO 63105

# CROWN CENTER SENIOR LIVING

PROJECT ISSUED:  
04/15/07 - CITY PLAN REVIEW  
04/30/07 - CITY PLAN REVIEW  
REVISIONS:  
1 - CORRECTIVE REVIEW

**ZONING REQUIREMENTS - PD-M**

**CURRENT:**  
 Setback / Buffer: (No Change)  
 Street R.O.W. - 30' (No Change)  
 Adjacent Properties: North property line - 30' West property line - 10' South property line - 30' (No Change)  
 Parking: 134 Spaces

**PROPOSED CHANGE:**  
 (No Change)  
 (No Change)  
 (No Change)  
 (No Change)

**NEW CONSTRUCTION:**  
 Type V-A  
 Occupancy: R-2: Residential  
 Height and Area Limitations: 4 stories or 70 feet / 24,000 sq ft \*  
 Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X < 30'): 1 hr  
 Fire Resistance Rating of Exterior Wall Opening Based on Fire Separation Distance (10' ≤ X < 15'): 45%  
 Max. Area of Exterior Wall Opening Based on Fire Separation Distance (10' ≤ X < 15'): 45%  
 Fire Wall Resistance Rating (Group R-2): 2 hr (per exception a )

**Type I-A**  
 Occupancy: S-2: Parking Garage  
 Height and Area Limitations: UL  
 Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X < 30'): 1 hr  
 Max. Area of Exterior Wall Opening Based on Fire Separation Distance N/A  
 Fire Resistance Rating for Horizontal Assemblies Between Fire Areas (R and S-2): 2 hr  
 \*With area and height increases per IBC sec. 504.2 and 506.3



**PROPERTY OWNERSHIP**  
 Address: Council Apartments  
 8350 Delcrest Dr.  
 St. Louis, MO. 63124

Current Zoning: PD-M Planned Development  
 Mixed Use District

**TITLE DESCRIPTION:**  
 Lot 10 of Delcrest, according to plat thereof recorded in Plat Book 45 Page 46 of the St. Louis County Recorder's Office.

AND BEING the same property conveyed to Council Apartments, Inc., a Missouri not-for-profit corporation from Martin Brown and Violet Brown, his wife, as to an undivided 50% interest, Robert J. Diamond, as to an undivided 35% interest, and Edwin J. Diamond, as to an undivided 15% interest by General Warranty Deed dated February 27, 1965 and recorded December 30, 1965 in Deed Book 5873, Page 427.

**AREA:**  
 APPROXIMATELY 2.8 ACRES

**OPEN SPACE:**  
 APPROXIMATELY 78 ACRES

**ADJACENT PROPERTY OWNERSHIP**

**Address:**  
 8420 Delmar Blvd.  
 University Terrace Assoc. L.P.  
 8420 Delmar Blvd.  
 St. Louis, MO. 63124

Current Zoning: GC - General Commercial District

**Address:**  
 8342 Delcrest Dr.  
 RAAIA Mo Spe Vehicle LLC Etal  
 500 North Franklin Turnpike  
 Ramsey, NJ. , 07446

Current Zoning: HRO - High Density Residential / Office District

**roseman & associates, p.c.**  
 108 N. Main Street, Suite 2000  
 Clayton, MO 63105  
 P: 314.979.1448  
 F: 314.979.1448  
 www.roseman.com  
 \* 2017 Robinson & Associates P.C.  
 OFFICE: 2017 Robinson & Associates P.C.  
 OFFICE: 2017 Robinson & Associates P.C.  
 OFFICE: 2017 Robinson & Associates P.C.

**CROWN CENTER SENIOR**  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

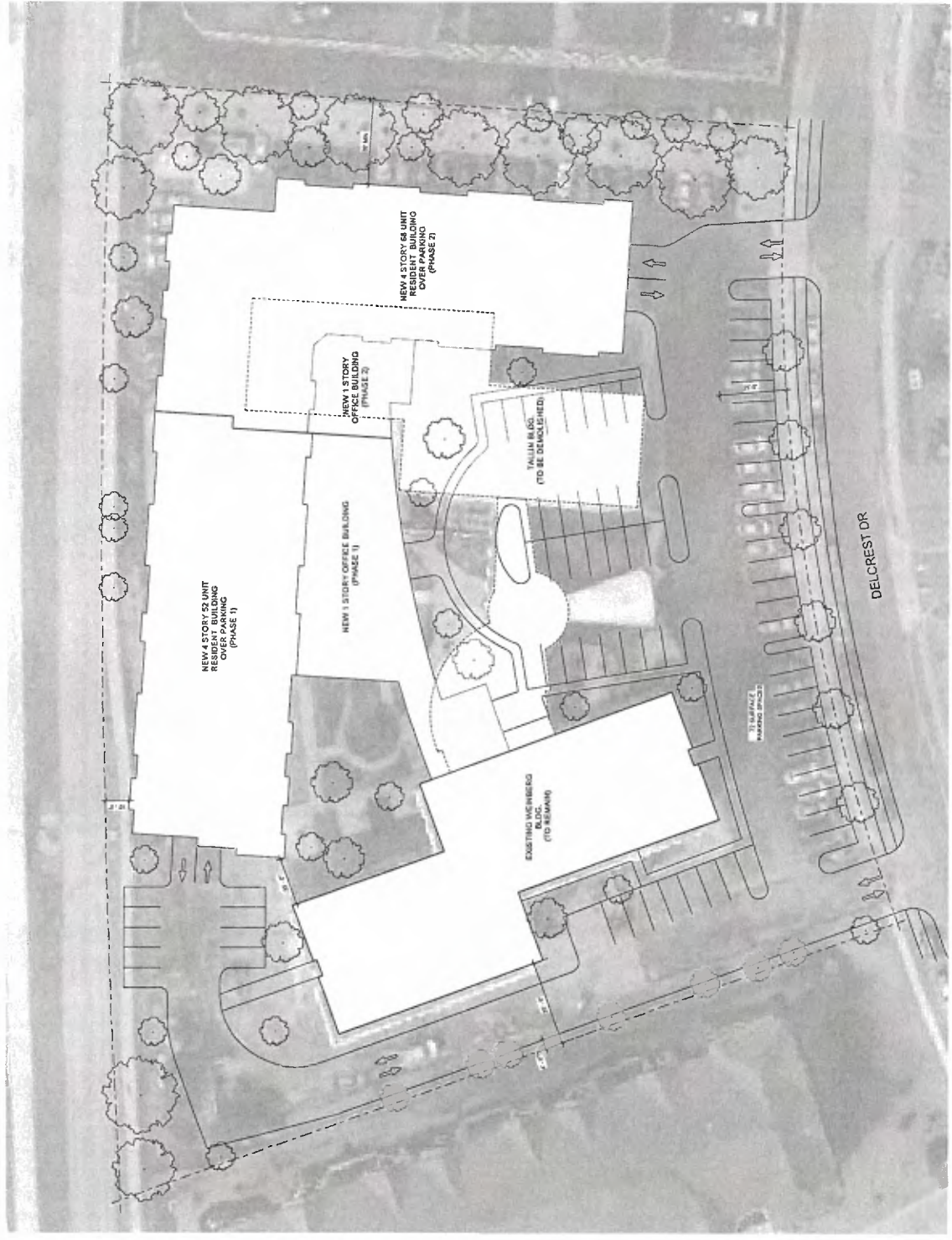
SHEET TITLE: ZONING COVER  
 PROJECT NUMBER: 1025  
 SHEET NUMBER  
**P&Z - 1**  
 DRAWN BY: AWH  
 CHECKED BY: CHW

DESIGNED BY  
 04/15/07 - CITY ASZ REVIEW  
 08/29/07 - CITY ASZ REVIEW  
 REVISIONS

**rosemann & associates pc**  
 ARCHITECTURE  
 168 N. MARION AVENUE, STE 200  
 CLAYTON, MO 63109  
 P. 314.878.1448  
 F. 314.878.1448  
 WWW.ROSEMAN.COM  
 © 2017 ROSEMAN & ASSOCIATES P.C.  
 DENVER & KANSAS CITY & ST. LOUIS & ATLANTA

**SENIOR LIVING CONCEPT**  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE  
 PHASE I & II SITE PLAN  
 PROJECT NUMBER 1616  
 SHEET NUMBER  
**AS-100**  
 DRAWN BY: DECEDEBY



**PARKING COUNT**

PHASE I	231
PHASE II	231
<b>TOTAL</b>	<b>462</b>



**1 SITE PLAN - PHASE I & II**  
 1" = 20'-0"

September 5, 2017

**RETURN RECEIPT REQUESTED**

RBS Investments, LLC  
c/o Edward A. Chod, Registered Agent  
Greensfelder, Hemker & Gale, P.C.  
10 South Broadway, Suite 2000  
St. Louis, Missouri 63102

**Re: Crown Center for Senior Living (the "Project")  
8350 Delcrest Drive, St. Louis, Missouri 63124  
NOTICE OF AMENDMENT TO FINAL DEVELOPMENT PLAN**

Dear Mr. Chod:

This firm represents Council Apartments, Inc., a Missouri nonprofit corporation (the "Project Owner"), the owner of the above referenced Project.

It has come to our attention that you may or may not have received notice from the City of University City of the Project Owner's intent to Amend the Final Redevelopment Plan so as to allow for the redevelopment of the building located at 8350 Delcrest Drive, on the north side of the Crown Center for Senior Living campus. A public hearing was held on August 14, 2017 at the City Hall for University City.

We are hereby notifying you of the hearing on the Project to be held on **Monday, September 25, 2017 at 6:30 p.m.** The hearing will occur at the meeting of the City Council of University City, at:

City Hall for the City of University City, Missouri  
6801 Delmar Boulevard, fifth floor  
University City, Missouri 63130

Attached to this correspondence is a copy of the proposed redevelopment plan that will be the subject of discussion at the City Council meeting. In addition to any notices from the City of University City, we are hereby notifying the neighboring property owners of the Project of:

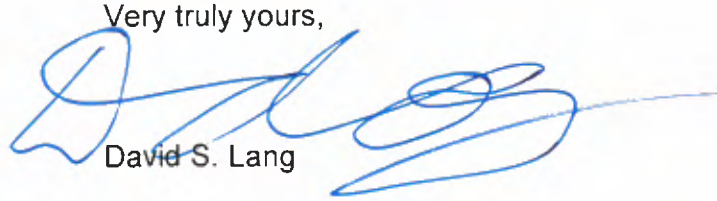
1. The City Council Meeting to be held as stated above;
2. You are encouraged to attend the City Council Meeting; and
3. You are encouraged to voice any objections that you may have with respect to the Amendment to the Final Redevelopment Plan.

David S. Lang, 314.854.0416 dlang@rosenblumgoldenhersh.com

RBS Investments, LLC  
September 5, 2017  
Page 2

Please let me know if you have any questions.

Very truly yours,



David S. Lang

CC: Crown Center for Senior Living

David S. Lang, 314.854.0416 dlang@rosenblumgoldenherh.com

K - 1 - 26





# CROWN CENTER SENIOR LIVING

APPROVED:  
 04/20/2017 CITY PLAN REVIEW  
 04/20/2017 CITY PLAN REVIEW  
 04/20/2017 REVISION

**ZONING REQUIREMENTS - PD-M**

**CURRENT:**  
 Street R.O.W. - 30'  
 Subback / Buffer:  
 (No Change)  
 (No Change)  
 West property line - 10'  
 (No Change)  
 South property line - 30'

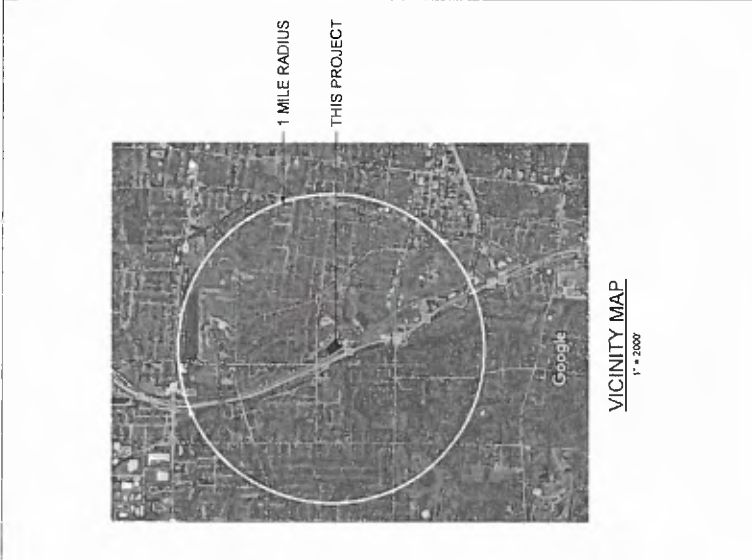
**PROPOSED CHANGE:**  
 (No Change)  
 (No Change)  
 West property line - 10'  
 (No Change)  
 South property line - 30'

**Parking:**  
 134 Spaces

**NEW CONSTRUCTION:**

**Type V-A**  
 Occupancy: R-2 Residential  
 Height and Area Limitations: 4 stories or 70 feet / 24,000 sqft \*  
 Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X < 30'): 1 hr  
 Max. Area of Exterior Wall Opening Based on Fire Separation Distance (10' - ≤ 15'): 45%  
 Fire Wall Resistance Rating (Group R-2): 2 hr. (per exception a.)

**Type LA**  
 Occupancy: S-2; Parking Garage  
 Height and Area Limitations: UL  
 Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X < 30'): 1 hr  
 Max. Area of Exterior Wall Opening Based on Fire Separation Distance: N/A  
 Fire Resistance Rating for Horizontal Assemblies Between Fire Areas (R and S-2): 2 hr  
 \*With area and height increases per IBC sec. 504.2 and 506.3



**PROPERTY OWNERSHIP**  
 Owner:  
 Council Apartments  
 8350 Delcrest Dr.  
 St. Louis, MO. 63124

Address:  
 8350 Delcrest Dr.  
 St. Louis, MO. 63124

Current Zoning: PD-M Planned Development  
 Mixed Use District

**TITLE DESCRIPTION:**  
 Lot 10 of Delcrest, according to plat thereof recorded in Plat Book 45 Page 46 of the St. Louis County Recorder's Office.

AND BEING the same property conveyed to Council Apartments, Inc., a Missouri not-for-profit corporation from Marlin Brown and Violet Brown, his wife, as to an undivided 50% interest, Robert J. Diamond, as to and undivided 35% interest, and Edwin J. Dimond, as to and undivided 15% interest by General Warranty Deed dated February 27, 1965 and recorded December 30, 1965 in Deed Book 5873, Page 427.

**AREA:**  
 APPROXIMATELY 2.8 ACRES

**OPEN SPACE:**  
 APPROXIMATELY .78 ACRES

**ADJACENT PROPERTY OWNERSHIP**

Address: Owner:  
 8420 Delmar Blvd. University Terrace Assoc. LP  
 8420 Delmar Blvd.  
 St. Louis, MO. 63124

Current Zoning: GC - General Commercial District

Address: Owner:  
 8342 Delcrest Dr. RAIA Mo Spe Vehicle LLC Etal  
 500 North Franklin Turnpike  
 Ramsey, NJ., 07446

Current Zoning: HRO - High Density Residential / Office District

169 N. MARYLAND AVENUE, SUITE 200  
 ST. LOUIS, MO 63102  
 ARCHITECTURE  
 & ASSOCIATES P.C.  
 2017 REVISION  
 PLANNING  
 © 2017 Rosemann & Associates, P.C.  
 DENVER & KANSAS CITY & ST. LOUIS & ATLANTA

CROWN CENTER SENIOR  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE: CONSTRUCTION COVER  
 PROJECT NUMBER: 1029  
 SHEET NUMBER

P&Z - 1

DRAWN BY: Author  
 CHECKED BY: Owner

APPROVED  
 04/15/2017 - CITY #2 REVIEW  
 08/08/2017 - CITY #12 REVIEW  
 REVISIONS

**rosemann & associates p.c.**  
 ARCHITECTURE  
 INTERIOR DESIGN  
 PLANNING  
 108 N. MARSHALL AVENUE, SUITE 200  
 CHRYSLER, MD 63108  
 P 314.678.1448  
 F 314.678.1448  
 WWW.ROSEMANNA.COM  
 © 2017 Rosemann & Associates, P.C.  
 DENVER & KANSAS CITY & ST. LOUIS & ATLANTA

SENIOR LIVING CONCEPT  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE  
 PROJECT NUMBER 1008  
 SHEET NUMBER

AS-100

DRAWN BY  
 CHECKED BY



PARKING COUNT:

GARAGE	11
Surface	2,311
Surface	2,311
Surface	2,311
TOTAL	11 SPACES



1 SITE PLAN - PHASE I & II  
 1" = 20' 0"

September 5, 2017

**RETURN RECEIPT REQUESTED**

Ferris Capital Group, L.L.C.  
c/o M. Carolyn Amos, Registered Agent  
19 St. Andrews Drive  
St. Louis, Missouri 63124

**Re: Crown Center for Senior Living (the "Project")  
8350 Delcrest Drive, St. Louis, Missouri 63124  
NOTICE OF AMENDMENT TO FINAL DEVELOPMENT PLAN**

Dear Ms. Amos:

This firm represents Council Apartments, Inc., a Missouri nonprofit corporation (the "Project Owner"), the owner of the above referenced Project.

It has come to our attention that you may or may not have received notice from the City of University City of the Project Owner's intent to Amend the Final Redevelopment Plan so as to allow for the redevelopment of the building located at 8350 Delcrest Drive, on the north side of the Crown Center for Senior Living campus. A public hearing was held on August 14, 2017 at the City Hall for University City.

We are hereby notifying you of the hearing on the Project to be held on **Monday, September 25, 2017 at 6:30 p.m.** The hearing will occur at the meeting of the City Council of University City, at:

City Hall for the City of University City, Missouri  
6801 Delmar Boulevard, fifth floor  
University City, Missouri 63130

Attached to this correspondence is a copy of the proposed redevelopment plan that will be the subject of discussion at the City Council meeting. In addition to any notices from the City of University City, we are hereby notifying the neighboring property owners of the Project of:

1. The City Council Meeting to be held as stated above;
2. You are encouraged to attend the City Council Meeting; and
3. You are encouraged to voice any objections that you may have with respect to the Amendment to the Final Redevelopment Plan.

David S. Lang, 314.854.0416 dlang@rosenblumgoldenhersh.com

Ferris Capital Group, L.L.C.  
September 5, 2017  
Page 2

Please let me know if you have any questions.

Very truly yours,



David S. Lang

CC: Crown Center for Senior Living

David S. Lang, 314.854.0416 [dlang@rosenblumgoldenherhsh.com](mailto:dlang@rosenblumgoldenherhsh.com)

K - 1 - 30



314.726.6868 [WWW.RGSZ.COM](http://WWW.RGSZ.COM)  
7733 FORSYTH BLVD., SUITE 400 ST. LOUIS, MO 63105

# CROWN CENTER SENIOR LIVING

DESIGNER: ROSEMANN & ASSOCIATES, P.C.  
 2017: CITY PLAN REVIEW  
 2017: CITY PLAN REVIEW  
 2017: CITY PLAN REVIEW  
 2017: CITY PLAN REVIEW

## ZONING REQUIREMENTS - PD-M

### CURRENT:

#### Setback / Buffer:

Street R.O.W. - 30'

Adjacent Properties:  
 North property line - 30'

West property line - 30'

South property line - 30'

#### Parking:

134 Spaces

### PROPOSED CHANGE:

(No Change)

(No Change)

West property line - 10'

(No Change)

(No Change)

131 Spaces

### NEW CONSTRUCTION:

#### Type V-A

Occupancy: R-2 Residential

Height and Area Limitations: 4 stories or 70 feet / 24,000 sqft \*

Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X < 30'): 1 hr

Max. Area of Exterior Wall Opening Based on Fire Separation Distance (10' - ≤ 15'): 45%

Fire Wall Resistance Rating (Group R-2): 2 hr (per exception a.)

#### Type LA

Occupancy: S-2; Parking Garage

Height and Area Limitations: UL

Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X < 30'): 1 hr

Max. Area of Exterior Wall Opening Based on Fire Separation Distance: N/A

Fire Resistance Rating for Horizontal Assemblies Between Fire Areas (R and S-2): 2 hr

\*With area and height increases per IBC sec. 504.2 and 506.3



### PROPERTY OWNERSHIP

Address: 8350 Delcrest Dr.  
 Owner: Council Apartments  
 8350 Delcrest Dr.  
 St. Louis, MO. 63124

Current Zoning: PD-M Planned Development  
 Mixed Use District

### TITLE DESCRIPTION:

Lot 10 of Delcrest, according to plat thereof recorded in Plat Book 45 Page 46 of the St. Louis County Recorder's Office.

AND BEING the same property conveyed to Council Apartments, Inc., a Missouri not-for-profit corporation from Martin Brown and Violet Brown, his wife, as to an undivided 50% interest, Robert J. Diamond, as to and undivided 35% interest, and Edwin J. Diamond, as to and undivided 15% interest by General Warranty Deed dated February 27, 1965 and recorded December 30, 1965 in Deed Book 5873, Page 427.

### AREA:

APPROXIMATELY 2.8 ACRES

### OPEN SPACE:

APPROXIMATELY .78 ACRES

### ADJACENT PROPERTY OWNERSHIP

#### Address:

8420 Delmar Blvd.

University Terrace Assoc. L.P.  
 8420 Delmar Blvd.  
 St. Louis, MO. 63124

Current Zoning: GC - General Commercial District

#### Address:

8342 Delcrest Dr.  
 RAIJA Mo Spe Vehicle LLC Etal  
 500 North Franklin Turnpike  
 Ramsey, NJ., 07446

Current Zoning: HRO - High Density Residential / Office District

ROSEMANN & ASSOCIATES, P.C.  
 168 N. Main Street, Suite 200  
 Overland Park, MO 66204  
 PHONE: 816.875.1448  
 FAX: 816.875.1449  
 WWW.ROSEMANN.COM  
 #2017 National Planning & Development Firm  
 #2017 National Planning & Development Firm  
 #2017 National Planning & Development Firm  
 #2017 National Planning & Development Firm

CROWN CENTER SENIOR  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE: CROWN CENTER  
 PROJECT NUMBER: 1425  
 SHEET NUMBER: 1

P&Z - 1

DESIGNED BY: ROSEMAN & ASSOCIATES, P.C.

DATE: 08/10/17 - CITY P&Z REVIEW  
 09/28/17 - CITY P&Z REVISIONS

**rosemann & associates, p.c.**  
 ARCHITECTURE  
 168 N. Main Street, Suite 200  
 Clayton, MO 63105  
 P: 314.678.1448  
 F: 314.678.1448  
 rosemann.com  
 © 2017 Rosemann & Associates, P.C.  
 DENVER & KANSAS CITY & ST. LOUIS & ATLANTA

**SENIOR LIVING CONCEPT**  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE: PHASE I & II SITE PLAN  
 PROJECT NUMBER: 11026  
 SHEET NUMBER: AS-100  
 DRAWN BY: CHECKED BY:



**PARKING COUNT**

PHASE 1	24
PHASE 2	24
SUBTOTAL	48
EXISTING	0
<b>TOTAL</b>	<b>48 SPACES</b>



**1** SITE PLAN - PHASE I & II  
 1" = 20'-0"

ATTORNEYS AT LAW

September 5, 2017

**RETURN RECEIPT REQUESTED**

Ferris Capital Group, L.L.C.  
4 The Prado Street  
St. Louis, Missouri 63124

**Re: Crown Center for Senior Living (the "Project")  
8350 Delcrest Drive, St. Louis, Missouri 63124  
NOTICE OF AMENDMENT TO FINAL DEVELOPMENT PLAN**

Dear Sir / Madam:

This firm represents Council Apartments, Inc., a Missouri nonprofit corporation (the "Project Owner"), the owner of the above referenced Project.

It has come to our attention that you may or may not have received notice from the City of University City of the Project Owner's intent to Amend the Final Redevelopment Plan so as to allow for the redevelopment of the building located at 8350 Delcrest Drive, on the north side of the Crown Center for Senior Living campus. A public hearing was held on August 14, 2017 at the City Hall for University City.

We are hereby notifying you of the hearing on the Project to be held on **Monday, September 25, 2017 at 6:30 p.m.** The hearing will occur at the meeting of the City Council of University City, at:

City Hall for the City of University City, Missouri  
6801 Delmar Boulevard, fifth floor  
University City, Missouri 63130

Attached to this correspondence is a copy of the proposed redevelopment plan that will be the subject of discussion at the City Council meeting. In addition to any notices from the City of University City, we are hereby notifying the neighboring property owners of the Project of:

1. The City Council Meeting to be held as stated above;
2. You are encouraged to attend the City Council Meeting; and
3. You are encouraged to voice any objections that you may have with respect to the Amendment to the Final Redevelopment Plan.

David S. Lang, 314.854.0416 dlang@rosenblumgoldenhersh.com

Ferris Capital Group, L.L.C.  
September 5, 2017  
Page 2

Please let me know if you have any questions.

Very truly yours,



David S. Lang

CC: Crown Center for Senior Living

David S. Lang, 314.854.0416 dlang@rosenblumgoldenhersh.com

K - 1 - 34





# CROWN CENTER SENIOR LIVING

PRINTS ISSUED:  
04/21/07: CITY PLAN REVIEW  
04/25/07: CITY PLAN REVIEW  
REVISIONS:  
1. APPROVAL / REVIEW

## ZONING REQUIREMENTS - PD-M

### PROPOSED CHANGE:

**CURRENT:**  
Subback/Buffer:  
Street R.O.W. - 30'  
Adjacent Properties:  
North property line - 30'  
West property line - 30'  
South property line - 30'

(No Change)  
(No Change)  
West property line - 10'  
(No Change)

Parking:  
134 Spaces

### NEW CONSTRUCTION:

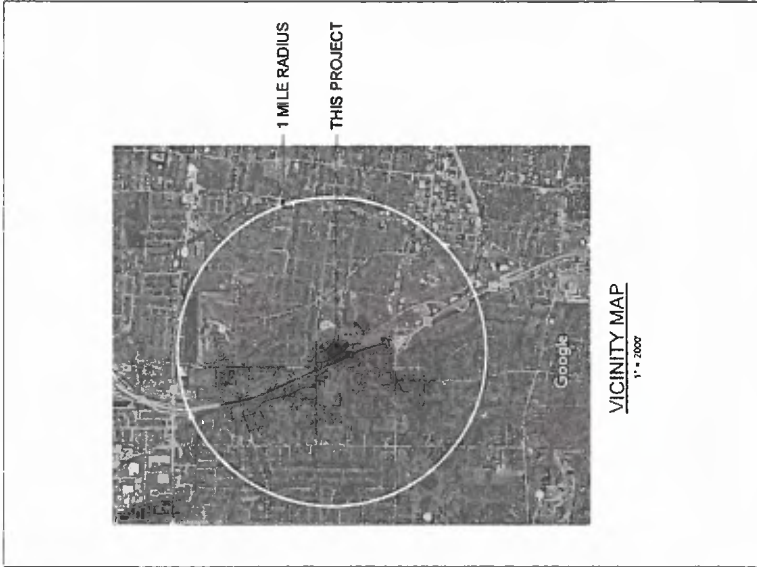
#### Type V-A

Occupancy: R-2: Residential  
Height and Area Limitations: 4 stories or 70 feet / 24,000 sqft \*  
Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X < 30'): 1 hr  
Max. Area of Exterior Wall Opening Based on Fire Separation Distance (10' ≤ X < 15'): 45%  
Fire Wall Resistance Rating (Group R-2): 2 hr (per exception a.)

#### Type I-A

Occupancy: S-2: Parking Garage  
Height and Area Limitations: UL  
Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X < 30'): 1 hr  
Max. Area of Exterior Wall Opening Based on Fire Separation Distance N/A  
Fire Resistance Rating for Horizontal Assemblies Between Fire Areas (R and S-2): 2 hr

\*With area and height increases per IBC sec. 504.2 and 506.3



### PROPERTY OWNERSHIP

Address:  
8350 Delcrest Dr.  
Owner:  
Council Apartments  
8350 Delcrest Dr.  
St. Louis, MO. 63124

Current Zoning: PD-M Planned Development  
Mixed Use District

### TITLE DESCRIPTION:

Lot 10 of Delcrest, according to plat thereof recorded in Plat Book 45 Page 46 of the St. Louis County Recorder's Office.

AND BEING the same property conveyed to Council Apartments, Inc., a Missouri not-for-profit corporation from Marlin Brown and Violet Brown, his wife, as to an undivided 50% interest, Robert J. Diamond, as to an undivided 35% interest, and Edwin J. Diamond, as to an undivided 15% interest by General Warranty Deed dated February 27, 1965 and recorded December 30, 1965 in Deed Book 5873, Page 427.

### AREA:

APPROXIMATELY 2.8 ACRES

### OPEN SPACE:

APPROXIMATELY .78 ACRES

### ADJACENT PROPERTY OWNERSHIP

Address: 8420 Delmar Blvd.  
Owner: University Terrace Assoc. LP  
8420 Delmar Blvd.  
St. Louis, MO. 63124

Current Zoning GC - General Commercial District

Address: 8342 Delcrest Dr.  
Owner: RAJA Mo Spe Vehicle LLC Etal  
500 North Franklin Turnpike  
Ramsay, NJ., 07446

Current Zoning: HRO - High Density Residential / Office District

roseman & associates pc  
168 N. Meramec Avenue, Ste 200  
St. Louis, MO 63103  
ARCHITECTURAL  
INTERIOR DESIGN  
ENGINEERING  
PLANNING  
P 314.578.4448  
F 314.578.4448  
www.roseman.com  
2017 Roseman & Associates, P.C.  
DENVER & KANSAS CITY & ST. LOUIS & ATLANTA

CROWN CENTER SENIOR  
8350 DELCREST DRIVE  
UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE  
CONTRACT NO.  
PROJECT NUMBER: 1031  
SHEET NUMBER

P&Z - 1  
DRAWN BY: NAME  
CHECKED BY: CHECKER

APPROVED  
 000 2017 CITY PLAN REVIEW  
 000 2017 CITY PLAN REVIEW  
 000 2017 CITY PLAN REVIEW

**rosemann & associates pc**  
 ARCHITECTURE  
 108 N. Main Street, Suite 200  
 Columbia, MO 65201  
 314.678.1448  
 www.rosemann.com  
 © 2017 Rosemann & Associates, P.C.  
 DENVER & KANSAS CITY & ST. LOUIS & ATLANTA

**SENIOR LIVING CONCEPT**  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE  
 PROJECT NUMBER 1129  
 SHEET NUMBER

**AS-100**

CHECKED BY



**PARKING COUNT**

Garage	123
Surface	123
<b>TOTAL</b>	<b>246</b>

1 SITE PLAN - PHASE I & II  
 1" = 20' 0"

ATTORNEYS AT LAW

September 5, 2017

**RETURN RECEIPT REQUESTED**

Ferris Capital Group, L.L.C.  
6 Vouga Lane  
St. Louis, Missouri 63131

**Re: Crown Center for Senior Living (the "Project")  
8350 Delcrest Drive, St. Louis, Missouri 63124  
NOTICE OF AMENDMENT TO FINAL DEVELOPMENT PLAN**

Dear Sir / Madam:

This firm represents Council Apartments, Inc., a Missouri nonprofit corporation (the "Project Owner"), the owner of the above referenced Project.

It has come to our attention that you may or may not have received notice from the City of University City of the Project Owner's intent to Amend the Final Redevelopment Plan so as to allow for the redevelopment of the building located at 8350 Delcrest Drive, on the north side of the Crown Center for Senior Living campus. A public hearing was held on August 14, 2017 at the City Hall for University City.

We are hereby notifying you of the hearing on the Project to be held on **Monday, September 25, 2017 at 6:30 p.m.** The hearing will occur at the meeting of the City Council of University City, at:

City Hall for the City of University City, Missouri  
6801 Delmar Boulevard, fifth floor  
University City, Missouri 63130

Attached to this correspondence is a copy of the proposed redevelopment plan that will be the subject of discussion at the City Council meeting. In addition to any notices from the City of University City, we are hereby notifying the neighboring property owners of the Project of:

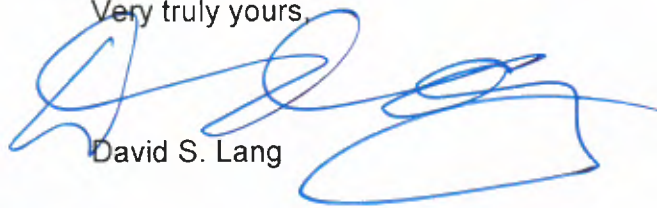
1. The City Council Meeting to be held as stated above;
2. You are encouraged to attend the City Council Meeting; and
3. You are encouraged to voice any objections that you may have with respect to the Amendment to the Final Redevelopment Plan.

David S. Lang, 314.854.0416 dlang@rosenblumgoldenhersh.com

Ferris Capital Group, L.L.C.  
September 5, 2017  
Page 2

Please let me know if you have any questions.

Very truly yours,



David S. Lang

CC: Crown Center for Senior Living

David S. Lang, 314.854.0416 [dlang@rosenblumgoldenherhsh.com](mailto:dlang@rosenblumgoldenherhsh.com)

K - 1 - 38



314.726.6868 [WWW.RGSZ.COM](http://WWW.RGSZ.COM)  
7733 FORSYTH BLVD., SUITE 400 ST. LOUIS, MO 63105

# CROWN CENTER SENIOR LIVING

PROJECT NO. 0432007 - CITY PLZ REVIEW 0432007 - CITY PLZ REVIEW 1 - 01/10/11 - REVISED

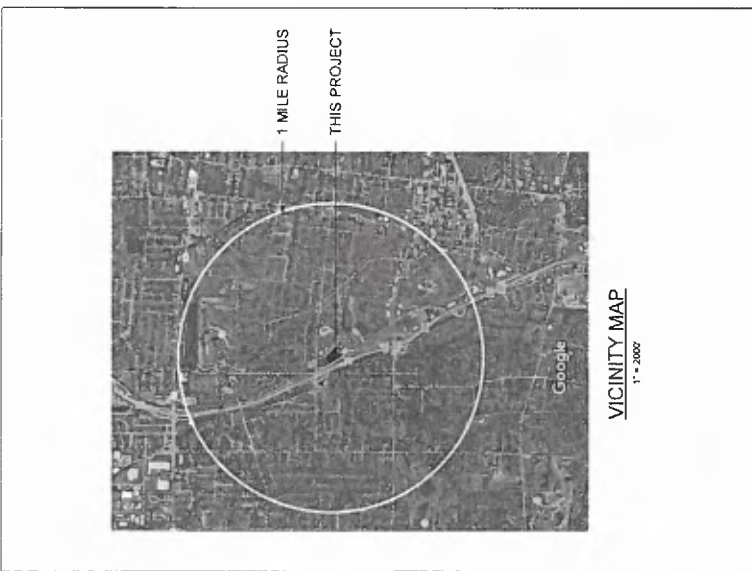
**ZONING REQUIREMENTS - PD-M**

**CURRENT:**  
 Setback / Buffer: (No Change)  
 Street R.O.W. - 30' (No Change)  
 Adjacent Properties: North property line - 30' West property line - 10' South property line - 30' (No Change)  
 Parking: 134 Spaces

**PROPOSED CHANGE:**  
 (No Change)  
 (No Change)  
 (No Change)  
 (No Change)  
 131 Spaces

**NEW CONSTRUCTION:**  
 Type V-A  
 Occupancy R-2 Residential  
 Height and Area Limitations: 4 stories or 70 feet / 24,000 sq/ft \*  
 Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X < 30'): 1 hr  
 Max. Area of Exterior Wall Opening Based on Fire Separation Distance (10' - ≤ 15'): 45%  
 Fire Wall Resistance Rating (Group R-2): 2 hr (per exception a.)

**Type I-A**  
 Occupancy S-2 Parking Garage  
 Height and Area Limitations: UL  
 Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X < 30'): 1 hr  
 Max. Area of Exterior Wall Opening Based on Fire Separation Distance N/A  
 Fire Resistance Rating for Horizontal Assemblies Between Fire Areas (R and S-2): 2 hr  
 \*With area and height increases per IBC sec. 504.2 and 506.3



**PROPERTY OWNERSHIP**  
 Address: 8350 Delcrest Dr.  
 Owner: Council Apartments, 8350 Delcrest Dr., St. Louis, MO, 63124  
 Current Zoning: PD-M Planned Development  
 Mixed Use District  
**TITLE DESCRIPTION:**  
 Lot 10 of Delcrest, according to plat thereof recorded in Plat Book 45 Page 46 of the St. Louis County Recorder's Office.  
 AND BEING the same property conveyed to Council Apartments, Inc., a Missouri not-for-profit corporation from Marlin Brown and Violet Brown, his wife, as to an undivided 50% interest, Robert J. Diamond, as to and undivided 35% interest, and Edwin J. Diamond, as to and undivided 15% interest by General Warranty Deed dated February 27, 1965 and recorded December 30, 1965 in Deed Book 5673, Page 427.

**AREA:**  
 APPROXIMATELY 2.8 ACRES  
**OPEN SPACE:**  
 APPROXIMATELY .78 ACRES  
**ADJACENT PROPERTY OWNERSHIP**  
 Address: 8420 Delmar Blvd.  
 Owner: University Terrace Assoc. L.P., 8420 Delmar Blvd., St. Louis, MO, 63124  
 Current Zoning: GC - General Commercial District

Address: 8342 Delcrest Dr.  
 Owner: RAIMo Spe Vehicle LLC Etal, 500 North Franklin Turnpike, Ramsey, NJ, 07446  
 Current Zoning: HRO - High Density Residential / Office District

168 N. Kirkham Avenue, Ste 200  
 St. Louis, MO 63105  
 314.678.4448  
 rosemann & associates pc  
 ARCHITECTURE  
 INTERIOR DESIGN  
 PLANNING  
 2017 Roseman & Associates, P.C.  
 DENVER & KANSAS CITY & ST. LOUIS & ATLANTA

CROWN CENTER SENIOR  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE: ZONING REVIEW  
 PROJECT NUMBER: 115R  
 SHEET NUMBER: P&Z - 1

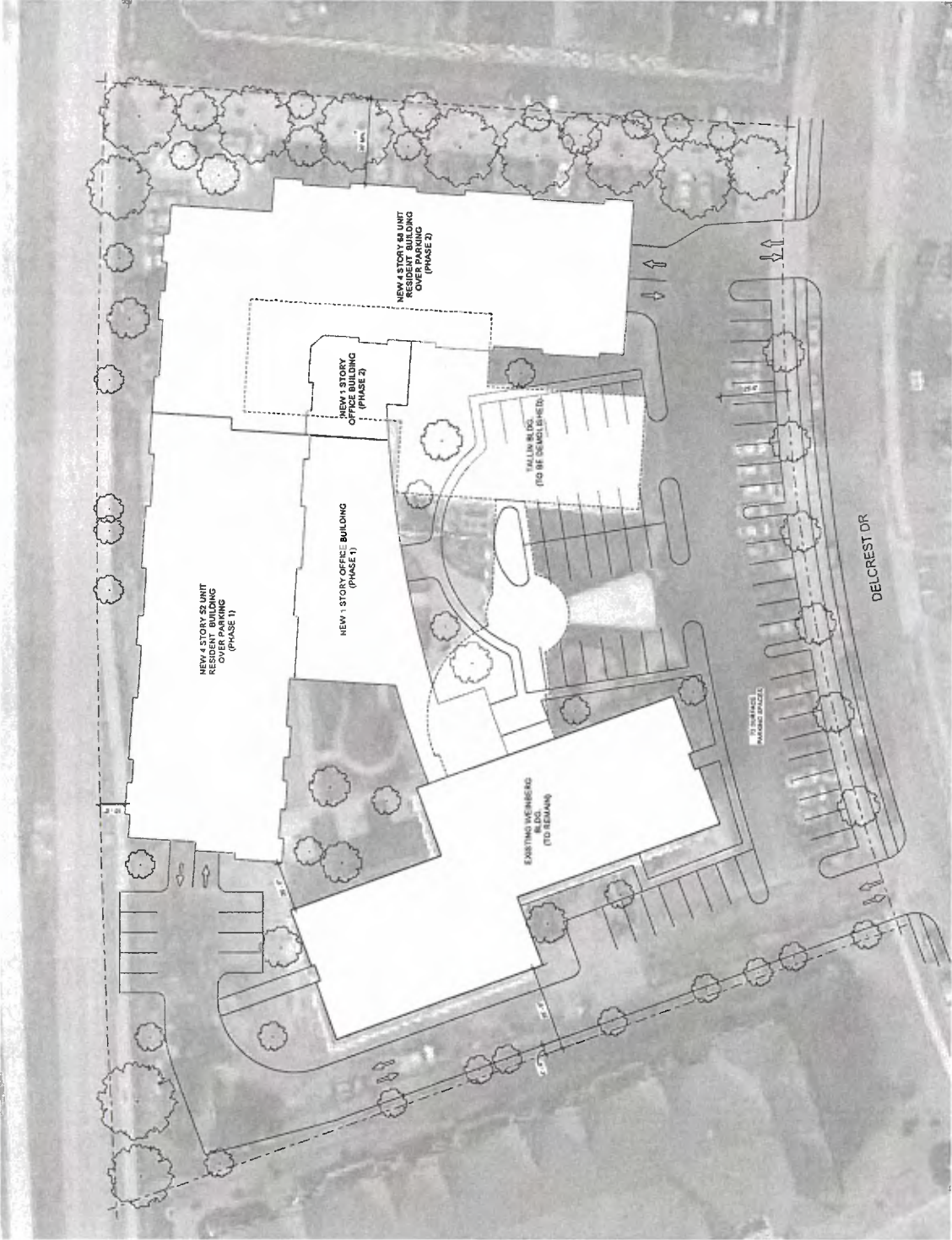
DRAWN BY: AWP  
 CHECKED BY: DCHW

DRAWN BY: [REDACTED]  
 CHECKED BY: [REDACTED]  
 DATE: 01/11/2017 - CITY PLAN REVIEW  
 DATE: 03/08/2017 - CITY PLAN REVIEW  
 DATE: 05/08/2017 - CITY PLAN REVIEW

**rosemann & associates, p.c.**  
 ARCHITECTURE  
 155 N. MARYLAND AVENUE, STE. 200  
 CLAYTON, MO 63108  
 PHONE: 314.678.1448  
 FAX: 314.678.1448  
 WWW.ROSEMANNA.COM  
 © 2017 Rosemann & Associates, P.C.  
 600 WEST WASHINGTON AVENUE, ST. LOUIS 63101

SENIOR LIVING CONCEPT  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE: PHASE I & II SITE PLAN  
 PROJECT NUMBER: 1405  
 SHEET NUMBER: AS-100  
 DRAWN BY: [REDACTED]



**PARKING COUNT**

PHASE I	11
PHASE II	11
<b>TOTAL</b>	<b>22 SPACES</b>

1 SITE PLAN - PHASE I & II  
 1" = 30'-0"

ATTORNEYS AT LAW

September 5, 2017

**RETURN RECEIPT REQUESTED**

RAIA MO SPE VEHICLE, LLC  
c/o CSC-Lawyers Incorporating Service Company,  
its registered agent  
221 Bolivar Street  
Jefferson City, Missouri 65101

**Re: Crown Center for Senior Living (the "Project")  
8350 Delcrest Drive, St. Louis, Missouri 63124  
NOTICE OF AMENDMENT TO FINAL DEVELOPMENT PLAN**

Dear Sir / Madam:

This firm represents Council Apartments, Inc., a Missouri nonprofit corporation (the "Project Owner"), the owner of the above referenced Project.

It has come to our attention that you may or may not have received notice from the City of University City of the Project Owner's intent to Amend the Final Redevelopment Plan so as to allow for the redevelopment of the building located at 8350 Delcrest Drive, on the north side of the Crown Center for Senior Living campus. A public hearing was held on August 14, 2017 at the City Hall for University City.

We are hereby notifying you of the hearing on the Project to be held on **Monday, September 25, 2017 at 6:30 p.m.** The hearing will occur at the meeting of the City Council of University City, at:

City Hall for the City of University City, Missouri  
6801 Delmar Boulevard, fifth floor  
University City, Missouri 63130

Attached to this correspondence is a copy of the proposed redevelopment plan that will be the subject of discussion at the City Council meeting. In addition to any notices from the City of University City, we are hereby notifying the neighboring property owners of the Project of:

1. The City Council Meeting to be held as stated above;
2. You are encouraged to attend the City Council Meeting; and
3. You are encouraged to voice any objections that you may have with respect to the Amendment to the Final Redevelopment Plan.

David S. Lang, 314.854.0416 dlang@rosenblumgoldenhersh.com

RAIA MO SPE VEHICLE, LLC  
September 5, 2017  
Page 2

Please let me know if you have any questions.

Very truly yours,



David S. Lang

CC: Crown Center for Senior Living

David S. Lang, 314.854.0416 dlang@rosenblumgoldenherhsh.com

K - 1 - 42



314.726.6868 WWW.RGSZ.COM  
7733 FORSYTH BLVD., SUITE 400 ST. LOUIS, MO 63105



# CROWN CENTER SENIOR LIVING

PROCESSED  
 03/27/2007 - CITY PLAN REVIEW  
 04/02/2007 - CITY PLAN REVIEW  
 04/02/2007 - CITY PLAN REVIEW  
 04/02/2007 - CITY PLAN REVIEW

**ZONING REQUIREMENTS - PDM**

**PROPOSED CHANGE:**

**CURRENT:**

**Street R.O.W. - 30'**  
 (No Change)  
**Adjacent Properties:**  
 North property line - 30'  
 West property line - 10'  
 South property line - 30'  
 (No Change)

**Parking:**  
 134 Spaces

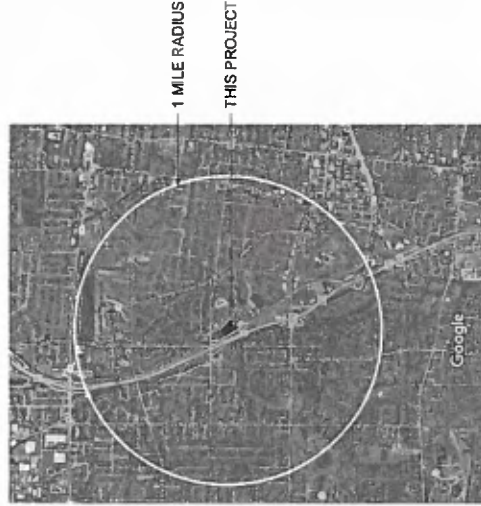
**NEW CONSTRUCTION:**

**Typ V-A**

Occupancy: R-2, Residential  
 Height and Area Limitations: 4 stories or 70 feet / 24,000 sqft \*  
 Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X <30'): 1 hr  
 Max. Area of Exterior Wall Opening Based on Fire Separation Distance (10' - ≤ 15'): 45%  
 Fire Wall Resistance Rating (Group R-2): 2 hr (per exception a.)

**Typ I-A**

Occupancy: S-2, Parking Garage  
 Height and Area Limitations: UL  
 Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X <30'): 1 hr  
 Max. Area of Exterior Wall Opening Based on Fire Separation Distance, N/A  
 Fire Resistance Rating for Horizontal Assemblies Between Fire Areas (R and S-2): 2 hr  
 \*With area and height increases per IBC sec. 504.2 and 506.3



**PROPERTY OWNERSHIP**

**Address:**  
 8350 Delcrest Dr.  
**Owner:**  
 Council Apartments  
 8350 Delcrest Dr.  
 St. Louis, MO. 63124

**Current Zoning:** PD-M Planned Development  
 Mixed Use District

**TITLE DESCRIPTION:**

Lot 10 of Delcrest, according to plat thereof recorded in Plat Book 45 Page 46 of the St. Louis County Recorder's Office.  
 AND BEING the same property conveyed to Council Apartments, Inc., a Missouri not-for-profit corporation from Martin Brown and Violet Brown, his wife, as to an undivided 50% interest, Robert J. Diamond, as to and undivided 35% interest, and Edwin J. Dimond, as to and undivided 15% interest by General Warranty Deed dated February 27, 1965 and recorded December 30, 1965 in Deed Book 5873, Page 427.

**AREA:**

APPROXIMATELY 2.8 ACRES

**OPEN SPACE:**

APPROXIMATELY .78 ACRES

**ADJACENT PROPERTY OWNERSHIP**

**Address:**  
 8420 Delmar Blvd.  
**Owner:**  
 University Terrace Assoc. LP  
 8420 Delmar Blvd.  
 St. Louis, MO. 63124

**Current Zoning:** GC - General Commercial District

**Address:**  
 8342 Delcrest Dr.  
**Owner:**  
 RAA Mo Spa Vehicle LLC Etal  
 500 North Franklin Turnpike  
 Ramsey, NJ., 07446

**Current Zoning:** HRO - High Density Residential / Office District

**rosemann & associates p.c.**  
 158 N. Meramec Avenue, Ste 200  
 St. Louis, MO 63105  
 ARCHITECTURE  
 INTERIOR DESIGN  
 PLANNING  
 ENGINEERING  
 \* 2027 Meramec & Associate, P.C.  
 © 2007 Rosemann & Associates  
 OPEN & KANSAS CITY & ST. LOUIS & ATLANTA

**CROWN CENTER SENIOR**  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

**SHEET TITLE:**  
 ZONING COVER  
**PROJECT NUMBER:** 1425  
**SHEET NUMBER:**

**P&Z - 1**

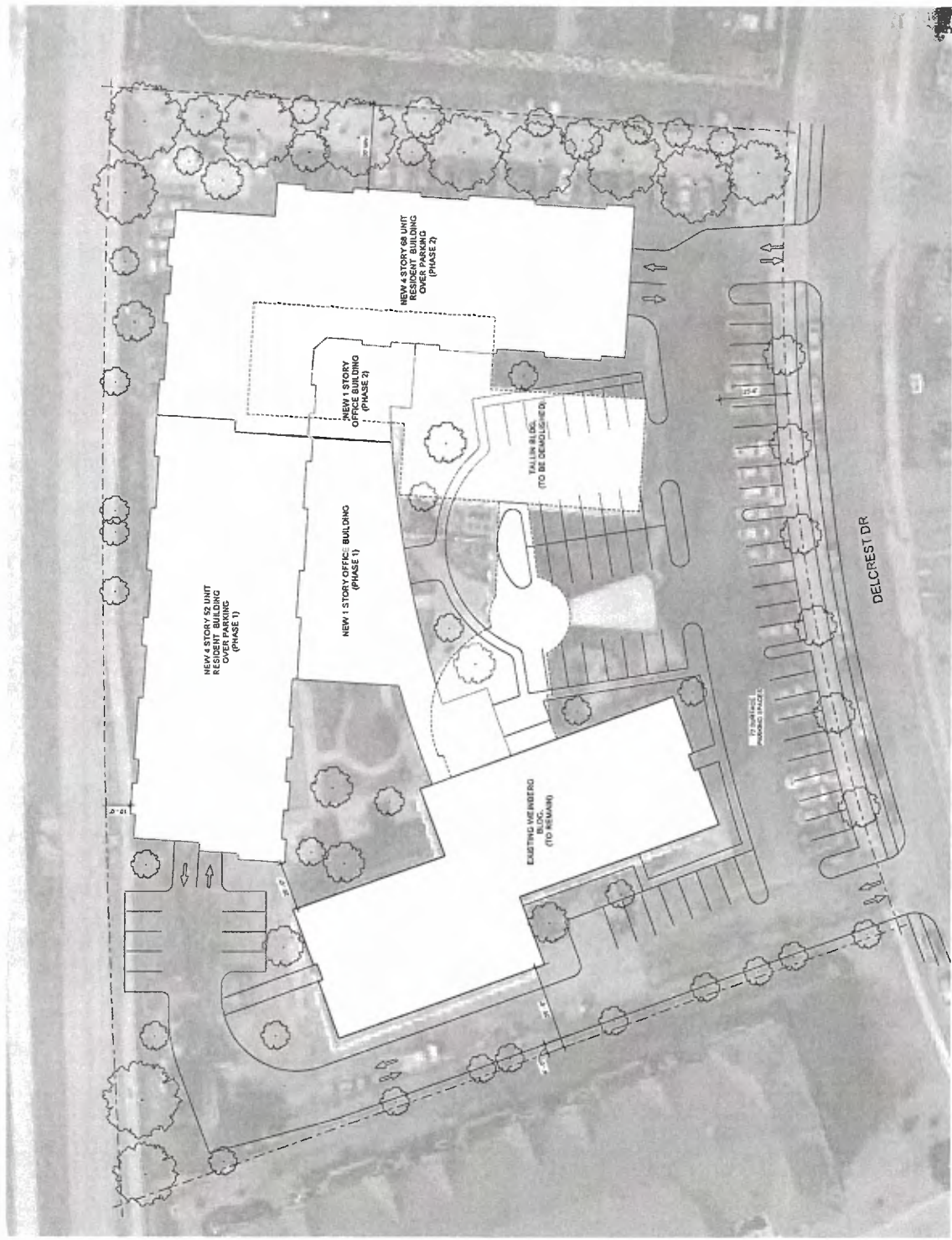
**DATE:** 03/27/07  
**BY:** [Signature]

DATE PLOTTED:  
 04/01/2017 - CITY FILE REVIEW  
 04/27/2017 - CITY FILE REVIEW  
 05/03/2017

168 N. MARSHALL AVENUE, SUITE 200  
 CHICAGO, ILLINOIS 60610  
 P: 312.678.1448  
 F: 312.678.1449  
 WWW.ROSEMANN.COM  
 © 2017 Rosemann & Associates, P.C.  
 ARCHITECTURAL  
 INTERIOR DESIGN  
 ENGINEERING  
 PLANNING  
 ROSEMANN & ASSOCIATES P.C.  
 OVERSEAS & KANSAS CITY & ST. LOUIS & ATLANTA

SENIOR LIVING CONCEPT  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE: PHASE I & II SITE PLAN  
 PROJECT NUMBER: 110X  
 SHEET NUMBER: AS-100  
 DRAWN BY: CHECKED BY:



1 SITE PLAN - PHASE I & II  
 1" = 20'-0"  
 PARKING COUNT:  
 GARAGE: 111 SPACES  
 PHASE I: 19  
 PHASE II: 19  
 TOTAL: 111 SPACES



ATTORNEYS AT LAW

September 5, 2017

**RETURN RECEIPT REQUESTED**

RAIA MO SPE VEHICLE, LLC  
500 North Franklin TPKE  
Ramsey, New Jersey 07446

**Re: Crown Center for Senior Living (the "Project")**  
**8350 Delcrest Drive, St. Louis, Missouri 63124**  
**NOTICE OF AMENDMENT TO FINAL DEVELOPMENT PLAN**

Dear Sir / Madam:

This firm represents Council Apartments, Inc., a Missouri nonprofit corporation (the "Project Owner"), the owner of the above referenced Project.

It has come to our attention that you may or may not have received notice from the City of University City of the Project Owner's intent to Amend the Final Redevelopment Plan so as to allow for the redevelopment of the building located at 8350 Delcrest Drive, on the north side of the Crown Center for Senior Living campus. A public hearing was held on August 14, 2017 at the City Hall for University City.

We are hereby notifying you of the hearing on the Project to be held on **Monday, September 25, 2017 at 6:30 p.m.** The hearing will occur at the meeting of the City Council of University City, at:

City Hall for the City of University City, Missouri  
6801 Delmar Boulevard, fifth floor  
University City, Missouri 63130

Attached to this correspondence is a copy of the proposed redevelopment plan that will be the subject of discussion at the City Council meeting. In addition to any notices from the City of University City, we are hereby notifying the neighboring property owners of the Project of:

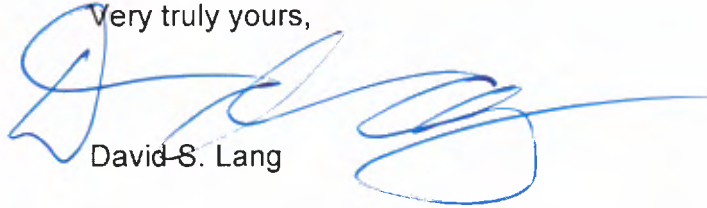
1. The City Council Meeting to be held as stated above;
2. You are encouraged to attend the City Council Meeting; and
3. You are encouraged to voice any objections that you may have with respect to the Amendment to the Final Redevelopment Plan.

David S. Lang, 314.854.0416 dlang@rosenblumgoldenhersh.com

RAIA MO SPE VEHICLE, LLC  
September 5, 2017  
Page 2

Please let me know if you have any questions.

Very truly yours,



David S. Lang

CC: Crown Center for Senior Living

David S. Lang, 314.854.0416 [dlang@rosenblumgoldenherh.com](mailto:dlang@rosenblumgoldenherh.com)

K - 1 - 46



314.726.6868 [WWW.RGSZ.COM](http://WWW.RGSZ.COM)  
7733 FORSYTH BLVD., SUITE 400 ST. LOUIS, MO 63105

# CROWN CENTER SENIOR LIVING

PLANS ISSUED  
04/29/07 - CITY PLAN REVIEW  
06/29/07 - CITY PLAN REVIEW  
REVISIONS  
1. APPROVAL REVIEW

**ZONING REQUIREMENTS - PD-M**

**CURRENT:**  
 Subback / Buffer:  
 Street R.O.W. - 30'  
 Adjacent Properties:  
 North property line - 30'  
 West property line - 30'  
 South property line - 30'

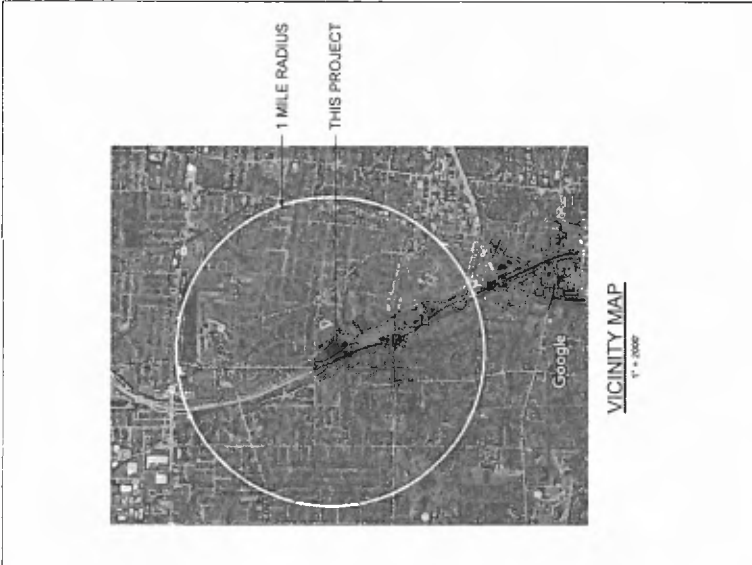
**PROPOSED CHANGE:**  
 (No Change)  
 (No Change)  
 West property line - 10'  
 (No Change)

**Parking:**  
 134 Spaces

**NEW CONSTRUCTION:**

**Type V-2**  
 Occupancy: R-2 Residential  
 Height and Area Limitations: 4 stories or 70 feet / 24,000 sqft \*  
 Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X < 30'): 1 hr  
 Max. Area of Exterior Wall Opening Based on Fire Separation Distance (10' - ≤ 15'): 45%  
 Fire Wall Resistance Rating (Group R-2): 2 hr (per exception a.)

**Type I-A**  
 Occupancy: S-2, Parking Garage  
 Height and Area Limitations: UL  
 Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X < 30'): 1 hr  
 Max. Area of Exterior Wall Opening Based on Fire Separation Distance N/A  
 Fire Resistance Rating for Horizontal Assemblies Between Fire Areas (R and S-2): 2 hr  
 \*With area and height increases per IBC sec. 504.2 and 506.3



**PROPERTY OWNERSHIP**  
 Address: 8350 Delcrest Dr.  
 Owner: Council Apartments  
 8350 Delcrest Dr.  
 St. Louis, MO, 63124  
 Current Zoning: PD-M Planned Development  
 Mixed Use District  
**TITLE DESCRIPTION:**  
 Lot 10 of Delcrest, according to plat thereof recorded in Plat Book 45 Page 46 of the St. Louis County Recorder's Office.  
 AND BEING the same property conveyed to Council Apartments, Inc., a Missouri not-for-profit corporation from Marlin Brown and Violet Brown, his wife, as to an undivided 50% interest, Robert J. Diamond, as to an undivided 35% interest, and Edwin J. Diamond, as to an undivided 15% interest by General Warranty Deed dated February 27, 1965 and recorded December 30, 1965 in Deed Book 5873, Page 427.

**AREA:**  
 APPROXIMATELY 2.8 ACRES

**OPEN SPACE:**  
 APPROXIMATELY .78 ACRES

**ADJACENT PROPERTY OWNERSHIP**  
 Address: 8420 Delmar Blvd  
 Owner: University Terrace Assoc. L.P.  
 8420 Delmar Blvd.  
 St. Louis, MO, 63124  
 Current Zoning: GC - General Commercial District

Address: 8342 Delcrest Dr.  
 Owner: RAIA Mo Spa Vehicle LLC Etal  
 500 North Franklin Turnpike  
 Ramsey, NJ, 07446  
 Current Zoning: HRO - High Density Residential / Office District

ROSEMAN & ASSOCIATES P.C.  
 168 N. Main Street, Suite 200  
 St. Louis, MO 63102  
 P: 314.678.4448  
 F: 314.678.4448  
 roseman@rosemanpc.com  
 \* 2017 Roseman & Associates P.C.  
 2017 Roseman & Associates P.C.  
 2017 Roseman & Associates P.C.  
 2017 Roseman & Associates P.C.

CROWN CENTER SENIOR  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE: CONSTRUCTION  
 PROJECT NUMBER: 1109  
 SHEET NUMBER

P&Z - 1

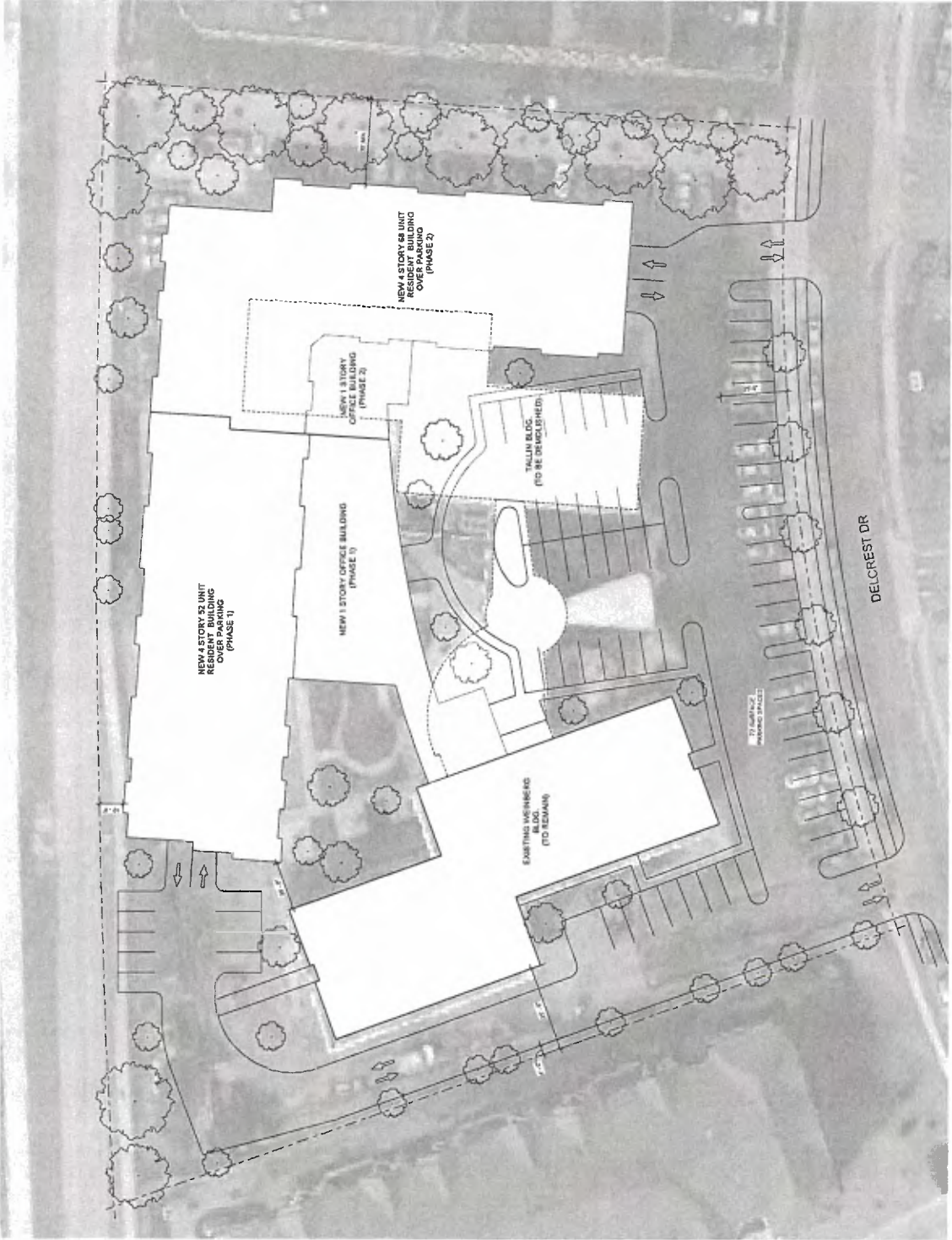
DATE: 06/29/07  
 CHECKED BY: CHEN

DESIGNED BY  
 6350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124  
 CITY PLAN REVIEWED  
 12/15/2011

**rosemann & associates pc**  
 ARCHITECTURE  
 1528 N. MARINE AVENUE, SUITE 200  
 CLAYTON, MO 63105  
 PHONE: 314.878.1448  
 WWW.ROSEMAN.COM  
 © 2017 Rosemann & Associates, P.C.  
 OVERSEAS: KANSAS CITY & ST. LOUIS & ATLANTA

**SENIOR LIVING CONCEPT**  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE  
 PROJECT NUMBER: 1008  
 SHEET NUMBER  
**AS-100**  
 DRAWN BY: UNCHECKED



**1 SITE PLAN - PHASE I & II**  
 1" = 20'-0"

**PARKING COUNT**  
 GARAGE: 100  
 PHASE I: 100  
 PHASE II: 100  
 SURFACE: 100  
 TOTAL: 300 SPACES

ATTORNEYS AT LAW

September 5, 2017

**RETURN RECEIPT REQUESTED**

Council Apartments II, Inc.  
c/o Nikki Goldstein, its registered agent  
8348 Delcrest Drive  
St. Louis, Missouri 63124

**Re: Crown Center for Senior Living (the "Project")  
8350 Delcrest Drive, St. Louis, Missouri 63124  
NOTICE OF AMENDMENT TO FINAL DEVELOPMENT PLAN**

Dear Sir / Madam:

This firm represents Council Apartments, Inc., a Missouri nonprofit corporation (the "Project Owner"), the owner of the above referenced Project.

It has come to our attention that you may or may not have received notice from the City of University City of the Project Owner's intent to Amend the Final Redevelopment Plan so as to allow for the redevelopment of the building located at 8350 Delcrest Drive, on the north side of the Crown Center for Senior Living campus. A public hearing was held on August 14, 2017 at the City Hall for University City.

We are hereby notifying you of the hearing on the Project to be held on **Monday, September 25, 2017 at 6:30 p.m.** The hearing will occur at the meeting of the City Council of University City, at:

City Hall for the City of University City, Missouri  
6801 Delmar Boulevard, fifth floor  
University City, Missouri 63130

Attached to this correspondence is a copy of the proposed redevelopment plan that will be the subject of discussion at the City Council meeting. In addition to any notices from the City of University City, we are hereby notifying the neighboring property owners of the Project of:

1. The City Council Meeting to be held as stated above;
2. You are encouraged to attend the City Council Meeting; and
3. You are encouraged to voice any objections that you may have with respect to the Amendment to the Final Redevelopment Plan.

David S. Lang, 314.854.0416 dlang@rosenblumgoldenhersh.com

Council Apartments II, Inc.  
September 5, 2017  
Page 2

Please let me know if you have any questions.

Very truly yours,



David S. Lang

CC: Crown Center for Senior Living

David S. Lang, 314.854.0416 [dlang@rosenblumgoldenherhsh.com](mailto:dlang@rosenblumgoldenherhsh.com)

K - 1 - 50



314.726.6868 [WWW.RGSZ.COM](http://WWW.RGSZ.COM)  
7733 FORSYTH BLVD., SUITE 400 ST. LOUIS, MO 63105



# CROWN CENTER SENIOR LIVING

PROCESSED:  
 04/27/2017 CITY PLAN REVIEW  
 05/03/2017 CITY PLAN REVIEW  
 1 UNIVERSITY AVENUE  
 ST. LOUIS, MISSOURI 63102

**ZONING REQUIREMENTS - PD-M**

**PROPOSED CHANGE:**

Street R.O.W. - 30' (No Change)  
 North property line - 30' (No Change)  
 West property line - 10' (No Change)  
 South property line - 30' (No Change)

**Parking:**  
 131 Spaces

**NEW CONSTRUCTION:**

**Type V-A**  
 Occupancy: R-2: Residential  
 Height and Area Limitations: 4 stories or 70 feet / 24,000 sqft \*  
 Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X < 30'): 1 hr  
 Max. Area of Exterior Wall Opening Based on Fire Separation Distance (10' - ≤ 15'): 45%  
 Fire Wall Resistance Rating (Group R-2): 2 hr. (per exception a)

**Type I-A**

Occupancy: S-2: Parking Garage  
 Height and Area Limitations: UL  
 Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X < 30'): 1 hr  
 Max. Area of Exterior Wall Opening Based on Fire Separation Distance N/A  
 Fire Resistance Rating for Horizontal Assemblies Between Fire Areas (R and S-2): 2 hr  
 \*With area and height increases per IBC sec. 504.2 and 506.3



**PROPERTY OWNERSHIP:**

**Address:**  
 8350 Delcrest Dr.  
 St. Louis, MO 63124

**Owner:**  
 Council Apartments  
 8350 Delcrest Dr.  
 St. Louis, MO 63124

**Current Zoning:** PD-M Planned Development  
**Mixed Use District**

**TITLE DESCRIPTION:**  
 Lot 10 of Delcrest, according to plat thereof recorded in Plat Book 45 Page 46 of the St. Louis County Recorder's Office.

AND BEING the same property conveyed to Council Apartments, Inc., a Missouri not-for-profit corporation from Martin Brown and Violet Brown, his wife, as to an undivided 50% interest; Robert J. Diamond, as to an undivided 35% interest, and Edwin J. Diamond, as to an undivided 15% interest by General Warranty Deed dated February 27, 1965 and recorded December 30, 1965 in Deed Book 5873, Page 427.

**AREA:**

APPROXIMATELY 2.8 ACRES

**OPEN SPACE:**

APPROXIMATELY .78 ACRES

**ADJACENT PROPERTY OWNERSHIP:**

**Address:**  
 8420 Delmar Blvd.  
 St. Louis, MO 63124

**Owner:**  
 University Terrace Assoc. L.P.  
 8420 Delmar Blvd.  
 St. Louis, MO 63124

**Current Zoning:** GC - General Commercial District

**Address:**  
 8342 Delcrest Dr.  
 St. Louis, MO 63124

**Owner:**  
 RAA Ma Spe Vehicle LLC Etal  
 500 North Franklin Turnpike  
 Ramsey, NJ, 07446

**Current Zoning:** HRO - High Density Residential / Office District

ROSEMANN & ASSOCIATES P.C.  
 ARCHITECTURE  
 INTERIOR DESIGN  
 PLANNING  
 158 N. MARINE AVENUE, SUITE 200  
 ST. LOUIS, MISSOURI 63102  
 P: 314.426.4448  
 F: 314.426.4449  
 WWW.ROSEMANNPC.COM  
 © 2017 Rosemann & Associates, P.C.  
 DENVER & KANSAS CITY & ST. LOUIS & ATLANTA

CROWN CENTER SENIOR  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE  
 ZONING COVER  
 PROJECT NUMBER 112K  
 SHEET NUMBER

P&Z - 1  
 DRAWN BY: ALBY  
 CHECKED BY: DICKER

PROJECT NO. 03  
 04/15/2017 - CITY P&Z REVIEW  
 06/23/2017 - CITY P&Z REVIEW  
 REVISIONS

**rosemann & associates, p.c.**  
 ARCHITECTURE  
 128 N. Market Avenue, Ste 200  
 Chicago, IL 60610  
 P: 312.676.1448  
 F: 312.676.1449  
 WWW.ROSEMAN.COM  
 © 2017 Rosemann & Associates, P.C.  
 DENVER & KANSAS CITY & ST. LOUIS & ATLANTA

**SENIOR LIVING CONCEPT**  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE  
 PROJECT NO. 03  
 PROJECT NUMBER 1028  
 SHEET NUMBER

**AS-100**

DRAWN BY  
 CHECKED BY



**(1) SITE PLAN - PHASE I & II**  
 1" = 20'-0"

**PARKING COUNT**  
 GARAGE: 100  
 PHASE I: 100  
 PHASE II: 100  
 TOTAL: 200

**DELCREST DR**



ATTORNEYS AT LAW

September 5, 2017

**RETURN RECEIPT REQUESTED**

Council Apartments II, Inc.  
8350 Delcrest Drive  
St. Louis, Missouri 63124

**Re: Crown Center for Senior Living (the "Project")  
8350 Delcrest Drive, St. Louis, Missouri 63124  
NOTICE OF AMENDMENT TO FINAL DEVELOPMENT PLAN**

Dear Sir / Madam:

This firm represents Council Apartments, Inc., a Missouri nonprofit corporation (the "Project Owner"), the owner of the above referenced Project.

It has come to our attention that you may or may not have received notice from the City of University City of the Project Owner's intent to Amend the Final Redevelopment Plan so as to allow for the redevelopment of the building located at 8350 Delcrest Drive, on the north side of the Crown Center for Senior Living campus. A public hearing was held on August 14, 2017 at the City Hall for University City.

We are hereby notifying you of the hearing on the Project to be held on **Monday, September 25, 2017 at 6:30 p.m.** The hearing will occur at the meeting of the City Council of University City, at:

City Hall for the City of University City, Missouri  
6801 Delmar Boulevard, fifth floor  
University City, Missouri 63130

Attached to this correspondence is a copy of the proposed redevelopment plan that will be the subject of discussion at the City Council meeting. In addition to any notices from the City of University City, we are hereby notifying the neighboring property owners of the Project of:

1. The City Council Meeting to be held as stated above;
2. You are encouraged to attend the City Council Meeting; and
3. You are encouraged to voice any objections that you may have with respect to the Amendment to the Final Redevelopment Plan.

David S. Lang, 314.854.0416 dlang@rosenblumgoldenhersh.com

Council Apartments II, Inc.  
September 5, 2017  
Page 2

Please let me know if you have any questions.

Very truly yours,



David S. Lang

CC: Crown Center for Senior Living

David S. Lang, 314.854.0416 [dlang@rosenblumgoldenherhsh.com](mailto:dlang@rosenblumgoldenherhsh.com)

K - 1 - 54



314.726.6868 [WWW.RGSZ.COM](http://WWW.RGSZ.COM)  
7733 FORSYTH BLVD., SUITE 400 ST. LOUIS, MO 63105

# CROWN CENTER SENIOR LIVING

PROJECT/SUBD:  
 04/17/07 - CITY PLAN REVIEW  
 06/20/07 - CITY PLAN REVIEW  
 08/06/07 - CITY PLAN REVIEW  
 1 - APPROVAL REVIEW

**ZONING REQUIREMENTS - PD-M**

**CURRENT:**

**Street R.O.W. - 30'**  
**Adjacent Properties:**  
 North property line - 30'  
 West property line - 30'  
 South property line - 30'

**Parking:**  
 134 Spaces

**NEW CONSTRUCTION:**

**Type V-A**  
 Occupancy: R-2 Residential  
 Height and Area Limitations: 4 stories or 70 feet / 24,000 sqft \*  
 Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X < 30'): 1 hr  
 Max. Area of Exterior Wall Opening Based on Fire Separation Distance (10' - ≤ 15'): 45%  
 Fire Wall Resistance Rating (Group R-2): 2 hr (per exception a )

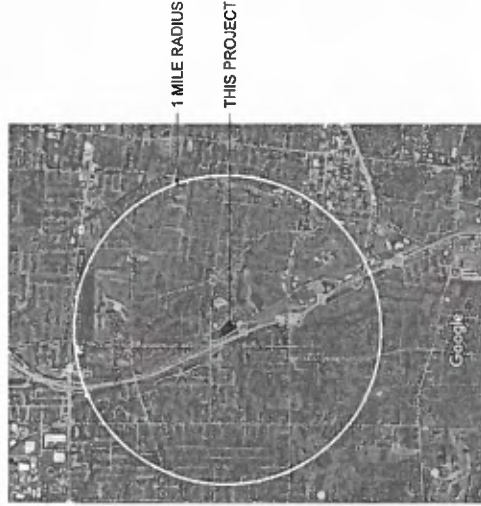
**Type I-A**

Occupancy: S-2; Parking Garage  
 Height and Area Limitations: UL  
 Fire Resistance Rating of Exterior Walls Based on Fire Separation Distance (10' ≤ X < 30'): 1 hr  
 Max. Area of Exterior Wall Opening Based on Fire Separation Distance: N/A  
 Fire Resistance Rating for Horizontal Assemblies Between Fire Areas (R and S-2): 2 hr  
 \*With area and height increases per IBC sec. 504.2 and 506.3

**PROPOSED CHANGE:**

(No Change)  
 (No Change)  
 West property line - 10'  
 (No Change)

131 Spaces



VICINITY MAP  
 1" = 200'

**PROPERTY OWNERSHIP**

**Address:** Owner:  
 8350 Delcrest Dr. Council Apartments  
 St. Louis, MO. 63124

**Current Zoning:** PD-M Planned Development  
**Mixed Use District**

**TITLE DESCRIPTION:**

Lot 10 of Delcrest, according to plat thereof recorded in Plat Book 45 Page 46 of the St. Louis County Recorder's Office.  
 AND BEING the same property conveyed to Council Apartments, Inc., a Missouri not-for-profit corporation from Marlin Brown and Violet Brown, his wife, as to an undivided 50% interest, Robert J. Diamond, as to and undivided 35% interest, and Edwin J. Dimond, as to and undivided 15% interest by General Warranty Deed dated February 27, 1965 and recorded December 30, 1965 in Deed Book 5873, Page 427.

**AREA:**  
 APPROXIMATELY 2.8 ACRES

**OPEN SPACE:**  
 APPROXIMATELY .78 ACRES

**ADJACENT PROPERTY OWNERSHIP**

**Address:** Owner:  
 8420 Delmar Blvd. University Terrace Assoc. LP  
 St. Louis, MO. 63124

**Current Zoning:** GC - General Commercial District

**Address:** RAA Mo Spa Vehicle LLC Etal  
 500 North Franklin Turnpike  
 Ramsey, NJ., 07446

**Current Zoning:** HRO - High Density Residential / Office District

**rosemann & associates pc**  
 168 N. Marine Avenue, Ste 200  
 St. Louis, MO 63102  
 ARCHITECTURE  
 INTERIOR DESIGN  
 PLANNING  
 314.478.4448  
 www.rosemann.com  
 2017 Ferdinand & Marquette, P.C.  
 ONEWA & KANSAS CITY & ST. LOUIS & ATLANTA

CROWN CENTER SENIOR  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

SHEET TITLE:  
 ZONING COVER  
 PROJECT NUMBER: 1107  
 SHEET NUMBER:

P&Z - 1

DRAWN BY: NPO  
 CHECKED BY: CDM

PROFESSIONAL  
 04/19/01: CITY PLAN REVISION  
 02/18/01: CITY PLAN REVISION  
 REVISIONS

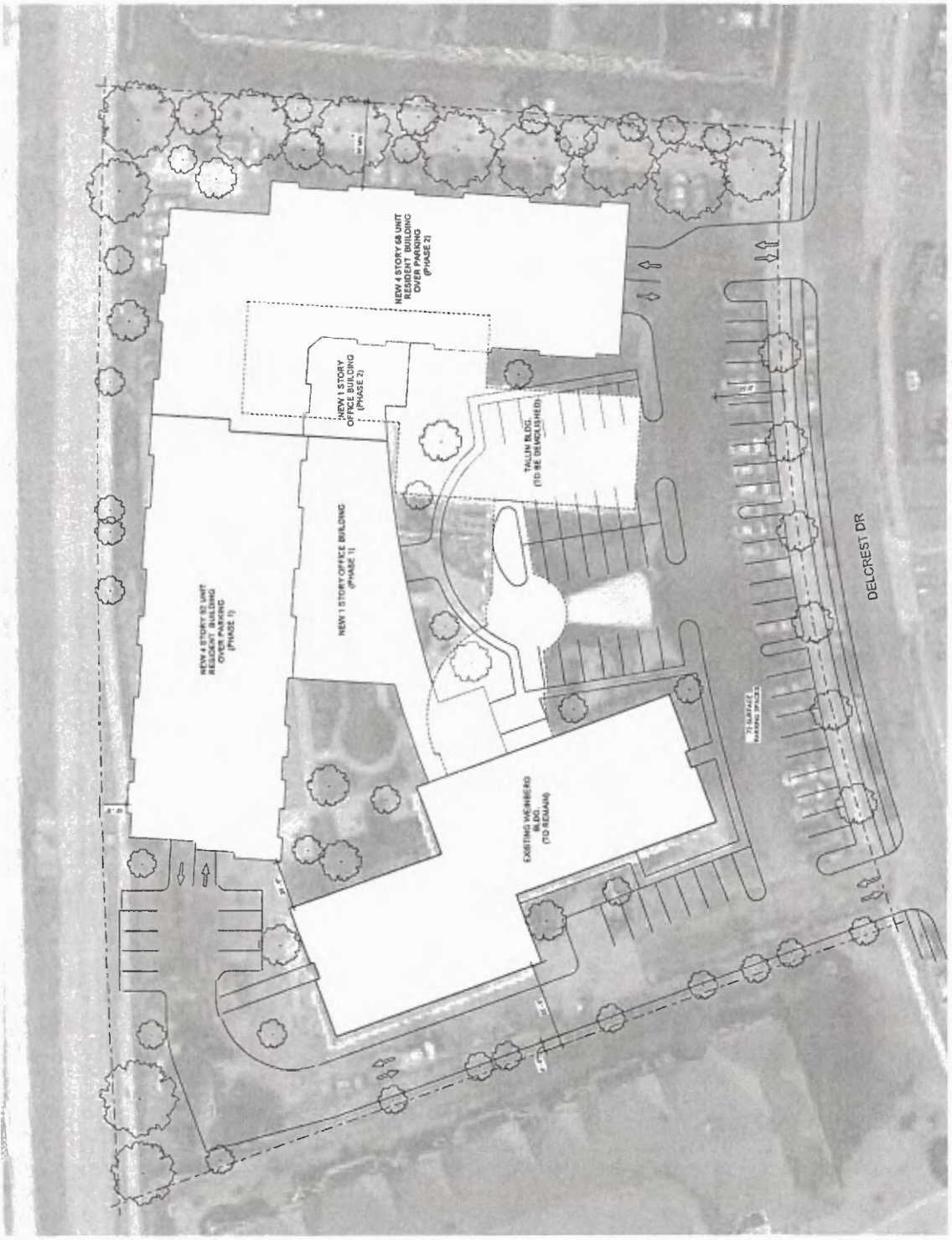
**rosemann & associates p.c.**  
 ARCHITECTURE  
 105 N. KARENWAY AVENUE, 5TH FLOOR  
 CHICAGO, ILL. 60610  
 P. 312.467.2144  
 F. 312.467.2145  
 WWW.ROSEMAN.COM  
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 DENVER & KANSAS CITY & ST. LOUIS & ATLANTA

**SENIOR LIVING CONCEPT**  
 8350 DELCREST DRIVE  
 UNIVERSITY CITY, MISSOURI 63124

PROJECT TITLE  
 PROJECT NUMBER: 1802  
 SHEET NUMBER

**AS-100**

DRAWN BY  
 CHECKED BY



PARKING COUNT  
 PHASE I  
 PHASE II  
 TOTAL  
 100% - 11 PHASES

1 SITE PLAN - PHASE I & II  
 1" = 20'-0"



## Council Agenda Item Cover

**MEETING DATE:** October 23, 2019

**AGENDA ITEM TITLE:** City Logo

**AGENDA SECTION:** City Manager's Report

**CAN THIS ITEM BE RESCHEDULED? :** Yes

---

### **BACKGROUND REVIEW:**

On September 12, 2019 the Arts and Letters Commission voted to recommend to the Mayor and Council to restore the historic logo. The initial estimated cost for restoring the historic logo is \$20,000. New logos for our vehicles would be phased-in while the entry signs would be a priority for immediate replacement.

The following concerns with the current logo were cited:

1. Grammatically incorrect
2. Poor color scheme
3. Possible copy right infringement
4. Poor process used to change to current logo

### **RECOMMENDATION:**

The City Manager concurs with the Arts and Letters Commission's recommendation.

### **ATTACHMENTS:**

- City Manager's request packet to the Arts and Letters Commission requesting review and asking for their recommendation relative to the modification of the City's logo.
- Arts and Letters Commission Meeting Agenda Posting







**Gregory Rose, City Manager**

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

To: Municipal Commission on Arts and Letters  
From: Gregory Rose, City Manager  
Date: July 16, 2019  
Subject: City of University City Logo

---

Consistent with University City Code § 120.200, I ask the Arts and Letters Commission (Commission) to provide a recommendation to the Mayor and Council relative to the modification of the City's logo; released in 2012 and implemented in 2014. The process that was used by prior staff when the logo was modified concerns me, inasmuch that it did not seem to allow adequate time for the Commission to evaluate the proposed changes and make recommendations to the Council.

I am attaching for your information a copy of the Graphic Standards Manual for the original logo, and the Neighborhood to the World – University City's New Brand Identity report for the modified logo (see attachments 1 and 2). Please do not hesitate to contact me should additional information be desired.

Sincerest regards,

Gregory Rose, MPA, ICMA-CM  
City Manager

Attachments (2)

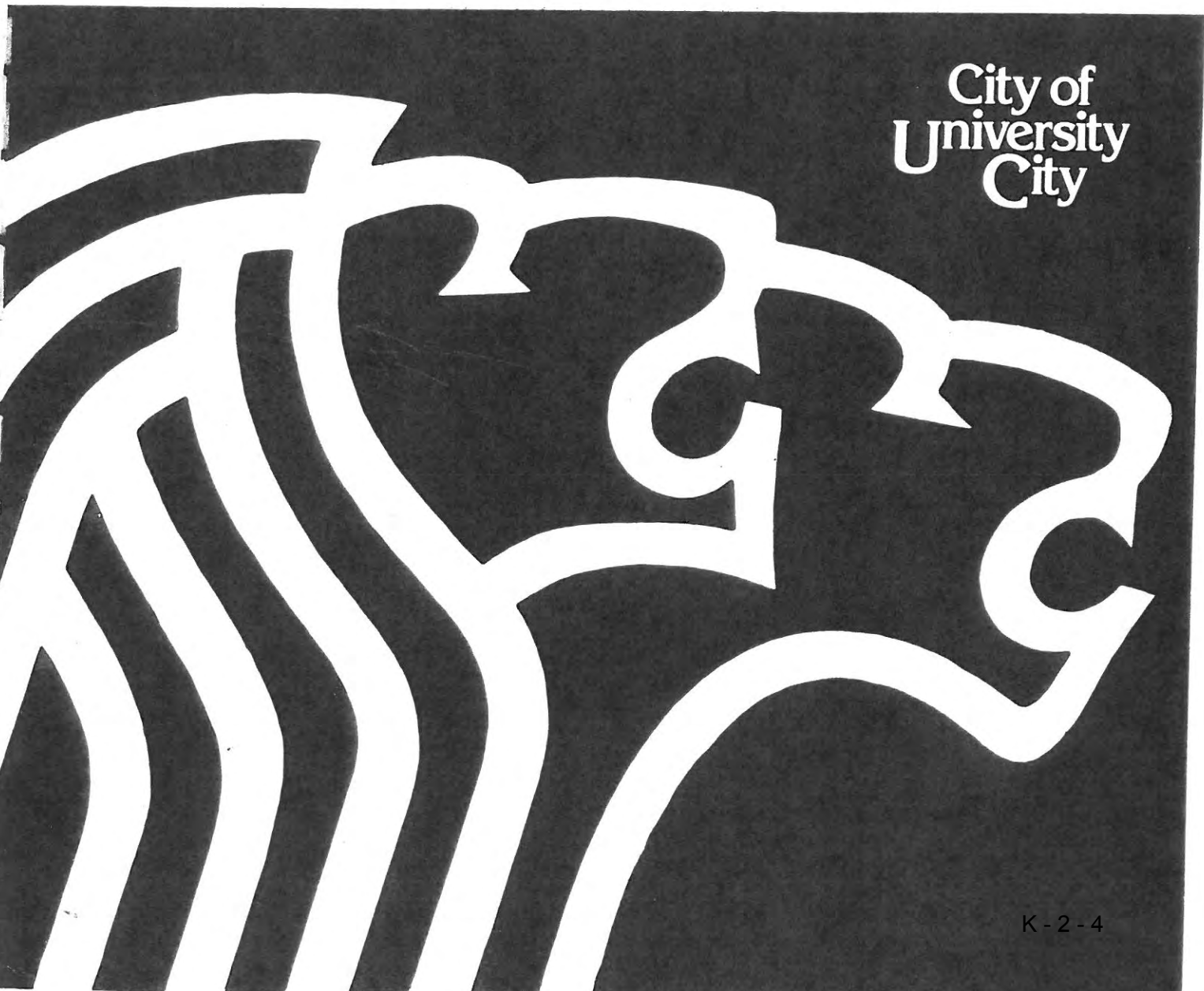
C: Honorable Terry Crow and Members of the City Council

# GRAPHIC STANDARDS MANUAL

Directions and information for the application of the "Lions" symbol to official and informal graphic uses.

*City of University City  
6801 Delmar Boulevard  
University City  
Missouri 63130*

City of  
University  
City



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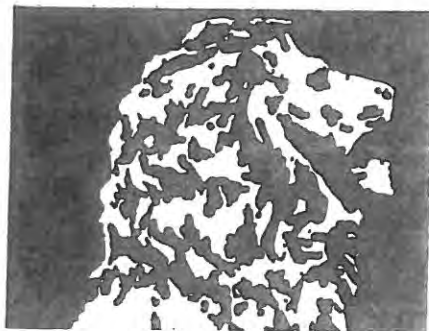
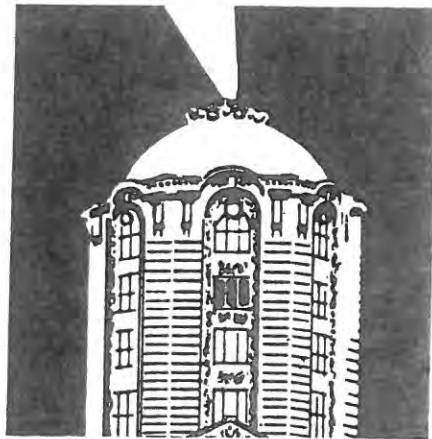
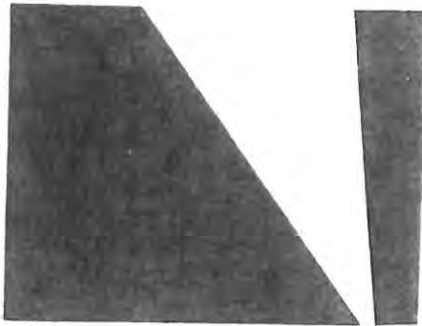
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The lion theme has been the most persistent and accepted symbol in the history of University City. But no other possible symbols are as unique as the lions although the City Hall building and its famous beacon also deserve attention. The University City lions remain well received. It is an animal historically used to signify dignity, strength and beauty. The design problem was to introduce a more contemporary life into the forms while allowing for minimum problems in the mechanics of reproduction for publications, vehicles, signs, etc.

In the new symbol (also called a logo) the lions are male and female, an obviously better arrangement than a single male. The male is an interpretation from the lions at the City Hall entrances. They are placed in front of a highly simplified symbol of the beacon to the right.

Generally, the concept is an attempt to combine a traditional recognizable idea with an informal graphic spirit.



This manual establishes a program which can be followed by the City using the new symbol with related lettering, typography, colors and proportions. The following information is a fundamental structure for most known applications. It is not meant to be constraining. If the basic form of the lions and the style of the letters are not changed there can be many inventive interpretations of size, placement, color etc. The symbol has been designed with this in mind. There are examples following to suggest these alternatives.

If the character is constant, the proliferation of it in normal use will bring recognition and reflect a pride in the community desiring to be identified.



**FILM PREMIERE TO BENEFIT UNIVERSITY CITY LIBRARY**

**Skating Rink Will Open November 1**

The Municipal Skating Rink located in Howard Park will open for its skating season on November 1. The rink skating program will be under the direction of the City's new Rink and Skating Supervisor, Michael Novak. Mr. Novak will be preparing for the new season with the rink's opening on November 1. The rink will be open from 7:30 a.m. to 10:00 p.m. on opening night. A \$10.00 admission fee will be charged for children and \$15.00 for adults and \$20.00 for non-residents. The rink is located at Howard Park.

**City of University City COMMUNITY NEWS**

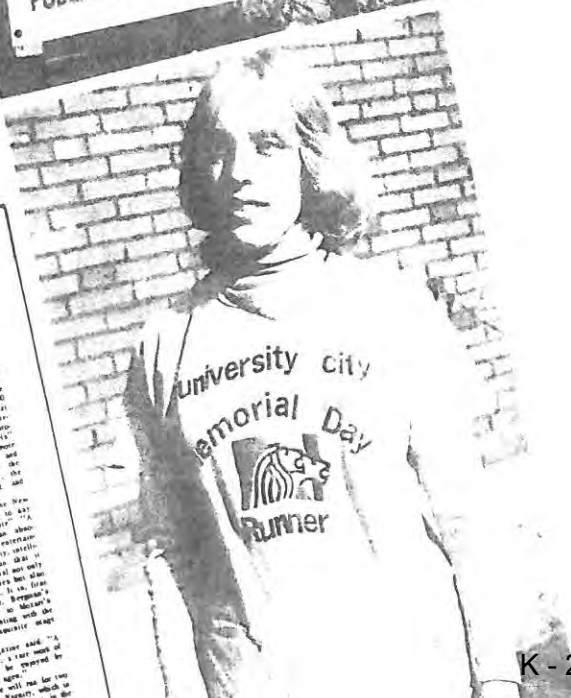
UNIVERSITY CITY, MISSOURI  
OCTOBER 1976

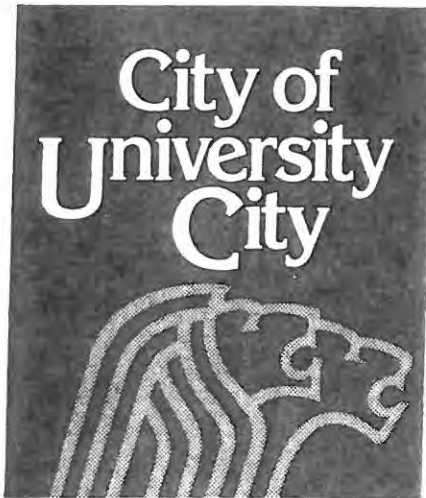
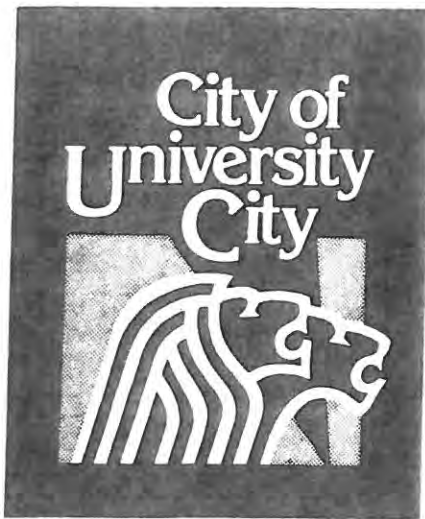
**All Saints 75th Anniversary**

All Saints Catholic Church, 6403 Clarendon Avenue, will celebrate its 75th Anniversary on Sunday, October 31 with a Mass of Thanksgiving and Re-dedication at 4:00 p.m. on this date. Former parishioners and guests who have been ordained in the parish will receive a special Mass in the parish room following the Mass of Thanksgiving. The parish is located at 6403 Clarendon Avenue, St. Louis, Missouri.

**"MAGIC FLUTE" WILL BE AT VARIETY THEATRE**

University City's first major theater production, "The Magic Flute" will have its first public sessions at the Variety Theatre in University City on Wednesday, October 20. Opening night performance for the University City Library will be at 7:30 and 9:00 p.m. on opening night. A \$10.00 admission fee will be charged for children and \$15.00 for adults and \$20.00 for non-residents. The Variety Theatre is located at 1000 University City, Missouri.





The symbol is designed primarily for single color reproduction. It may be reversed (black converted to white) but this tends to give the beacon the wrong value - dark instead of light.

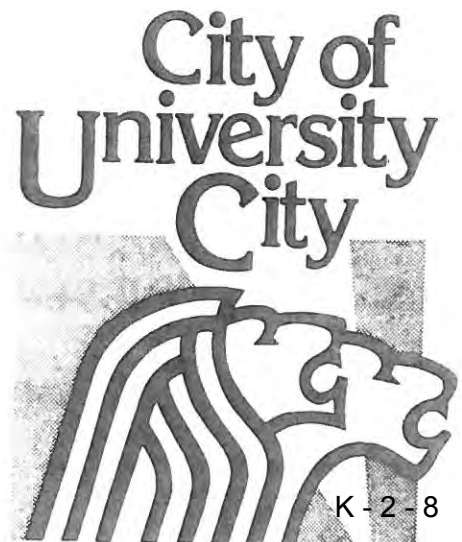
The image works well in black or dark values. Light values (orange, pink, etc.) will weaken the letters. When screening it in black it should not go lighter than thirty percent.

If two colors are used, the logo can be split with black for the type and the second color for the lions and background. The type should always be one color. Another version could be black for the type and the lions but the second color for the background (rectangle with the beacon).

city  
univ  
city

Using a tint (screen) of black or other dark color can be a useful way to achieve the two color effect with one ink in printed matter.

There is no official color, but when a preference is important for continuity or uniformity the color *PMS 124 (ochre)* is suggested. This works well with black or a dark brown. In printed matter an unchanging color standard would be monotonous. In signage and vehicles a standard is important.



The name of the letters in the logo is *Korinna*. It was selected because it reflects some of the drawing in the lions and seems compatible in general feeling. It is quite opposite the *Helvetica* used for other information, therefore, it is a relationship by contrast. *Helvetica* is selected because of its wide availability in all graphic processes, an advantage for convenience and economy.

*Helvetica Regular* is used for most official copy. For headings, titles, etc. use *Helvetica Medium* or larger sizes of the Regular.

**ABCDEFGHIJKLM  
 NOPQRSTUVWXYZ  
 Z& .,:;!?"'“”-()\*abcd  
 efghijklmnopqrstu  
 vwxyz1234567890\$**

Korinna Bold (Koronna)

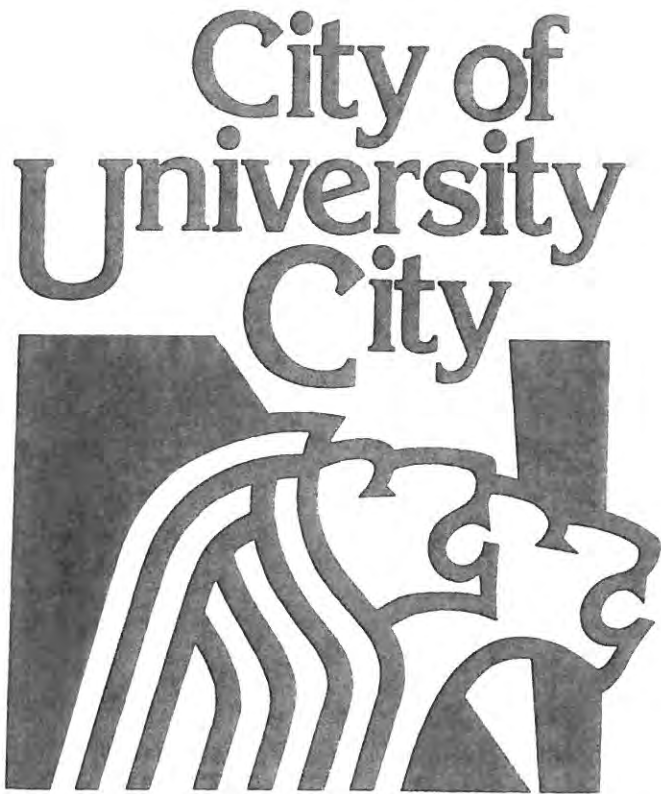
Helvetica Regular (Megaron, Claro)

abcdefghijklmnopqrstuvwxyz.-":;!?...●/#%¢\*( )—  
 ABCDEFGHIJKLMNOPQRSTUVWXYZ&1234567890\$

Helvetica Medium

abcdefghijklmnopqrstuvwxyz.-":;!?...●/#%¢\*( )—  
 ABCDEFGHIJKLMNOPQRSTUVWXYZ&1234567890\$

The symbol will even reproduce clearly below the thirty percent example. Reproduction clarity depends on other factors than size such as quality of the original negative or photostat, the texture of the surface, printing skills, etc. The less the quality of reproduction available, the larger the logo should be.



100 percent



80 percent



60 percent



50 percent



40 percent



15 percent



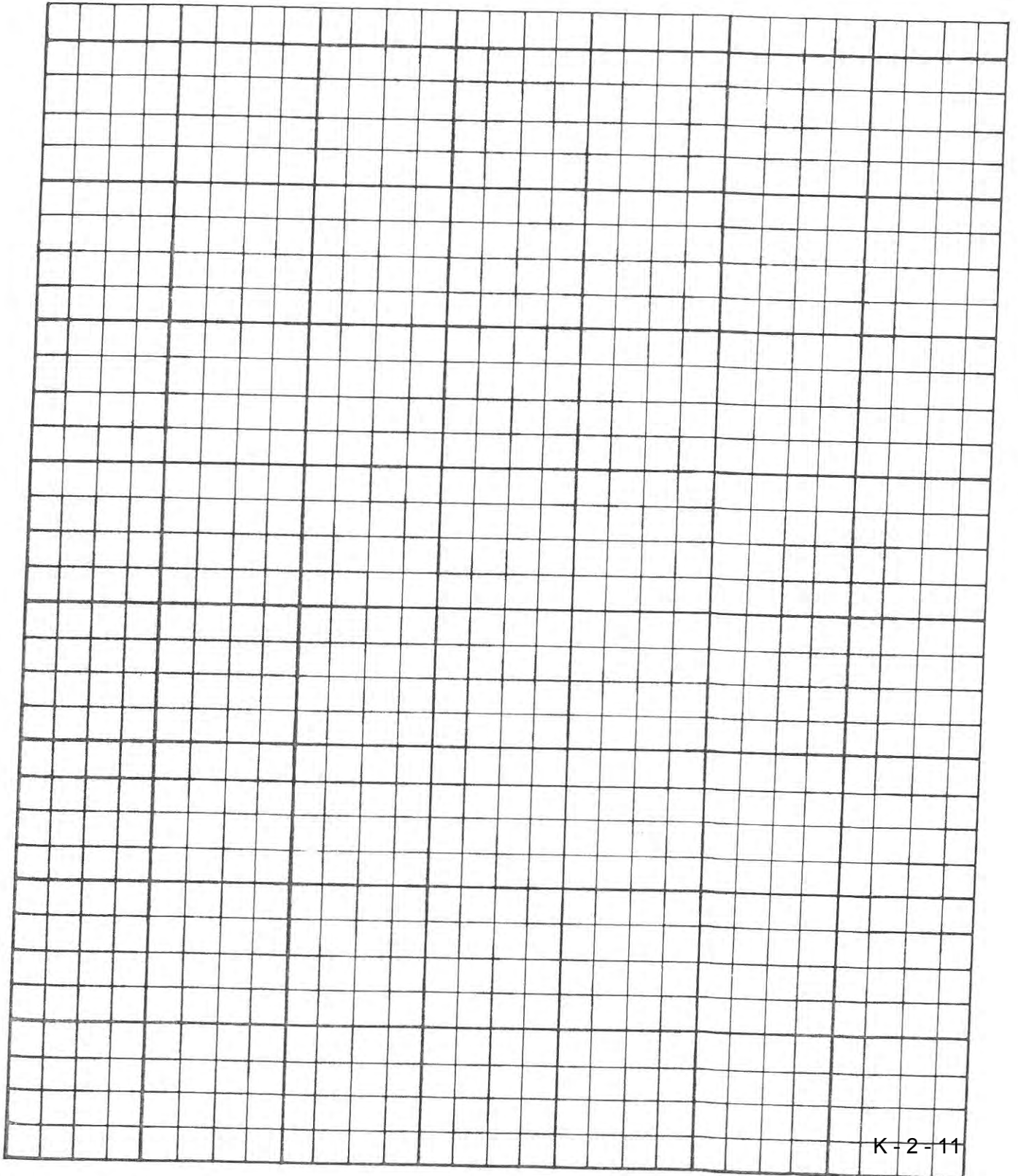
30 percent



## Grid Scale

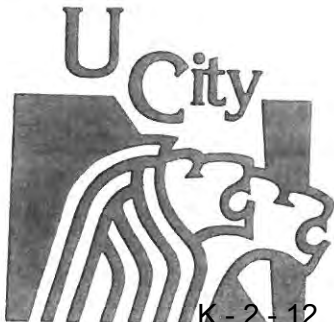
6

A grid for enlarging the design to scale on large areas such as trucks, displays, walls, banners, etc.



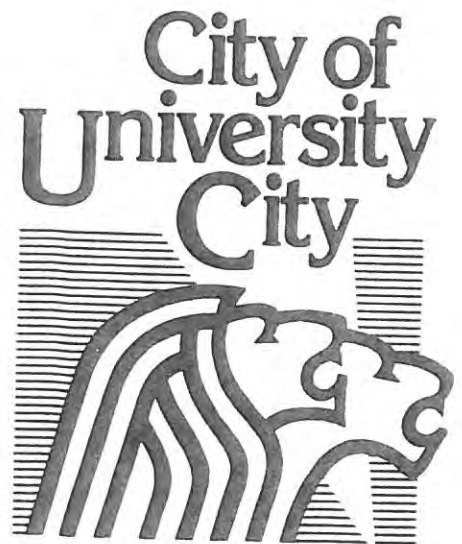
K-2-11

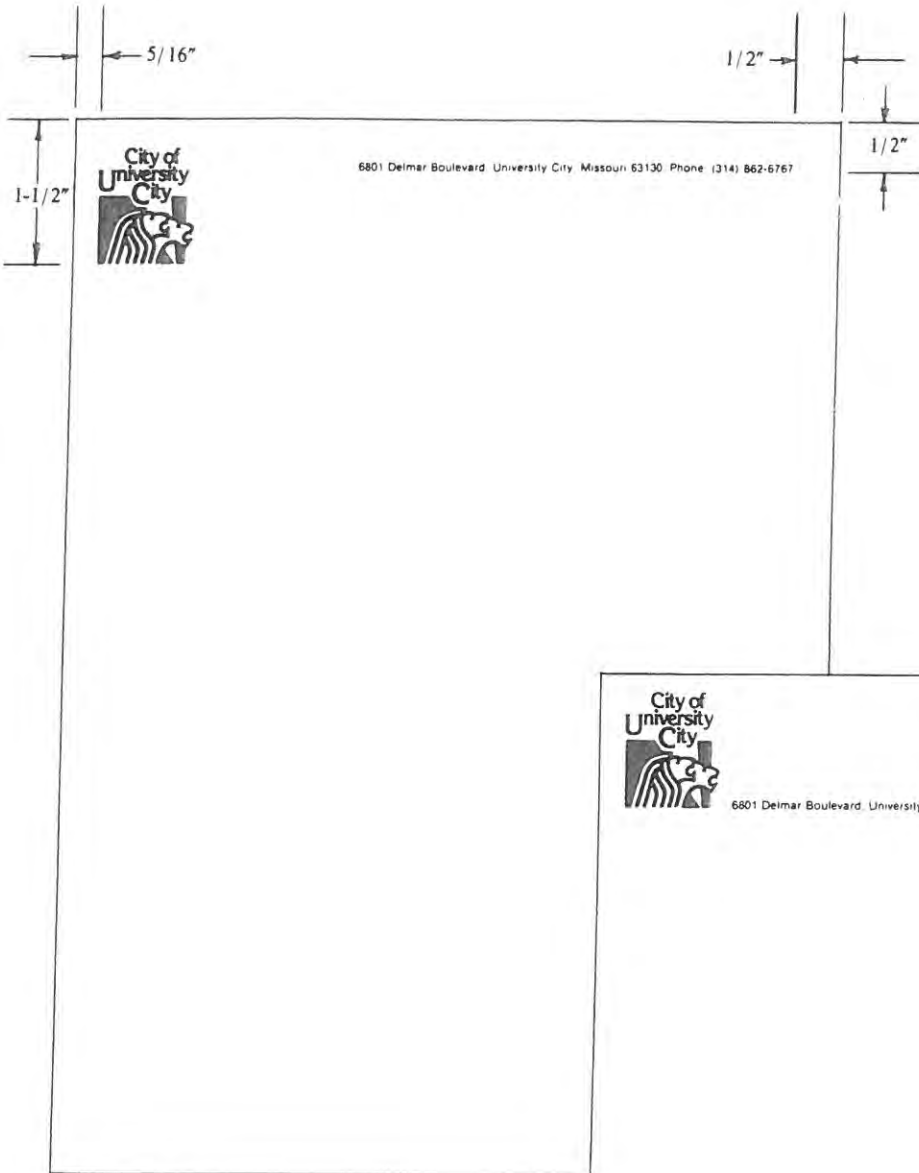
When it is appropriate the lions can be used without the background. The design can be easily modified to incorporate the shorter city titles if desired.





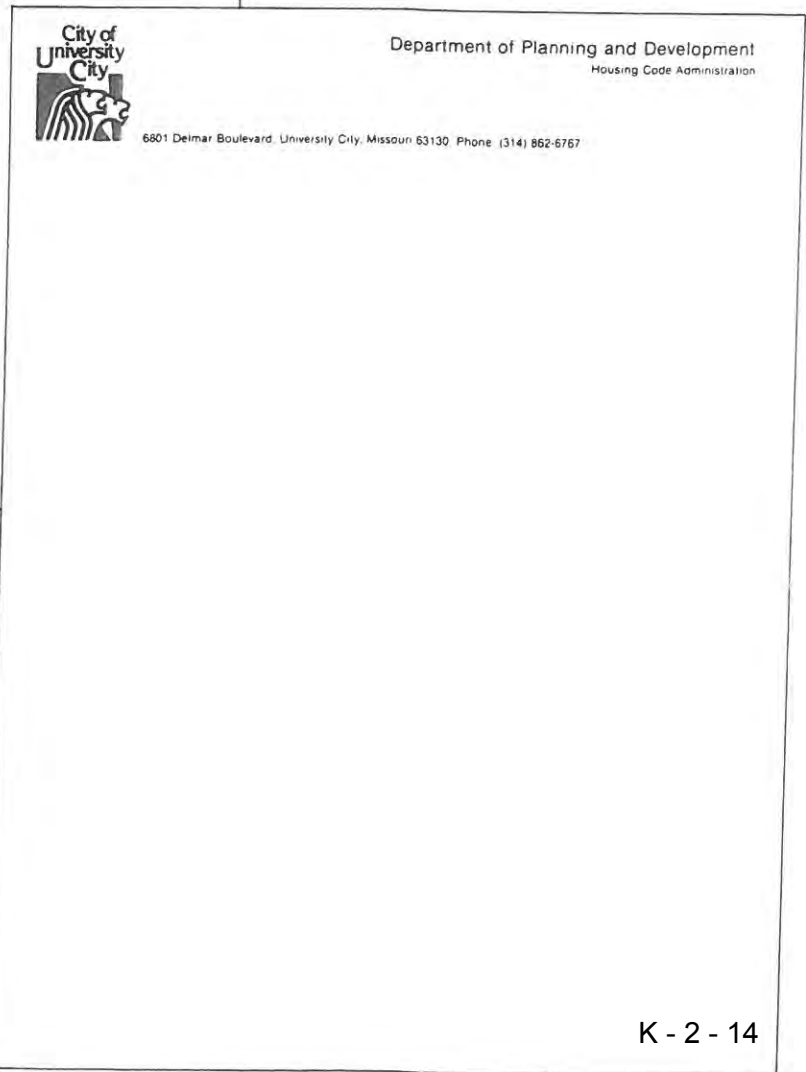
A simple method of achieving a second color effect is to use a screen. This shows 40 percent. Lines can be substituted for the dot pattern screen, but they must always be horizontal. Adaptations for unusual space limitations.



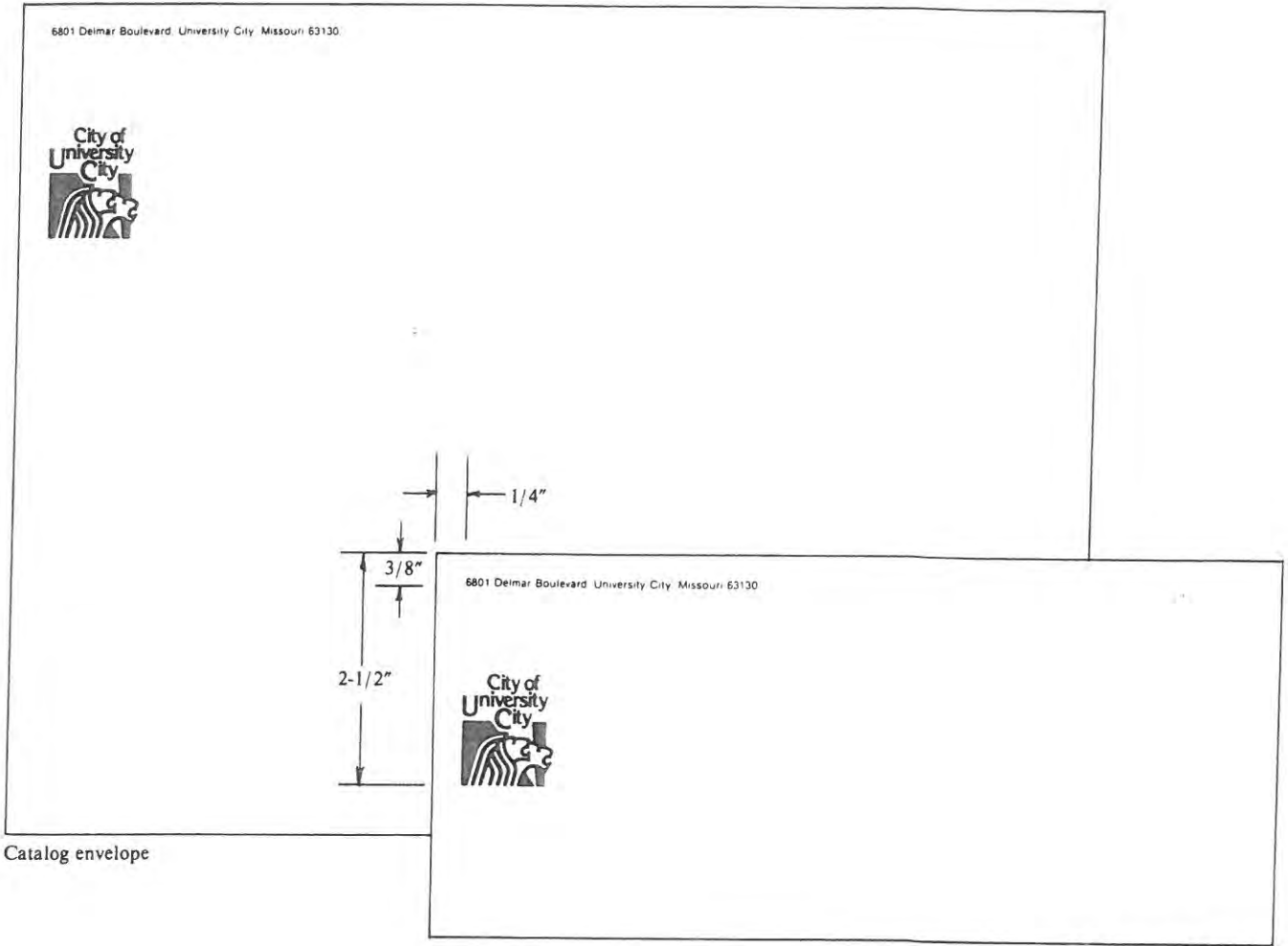


Examples reduced fifty percent.

General letterhead

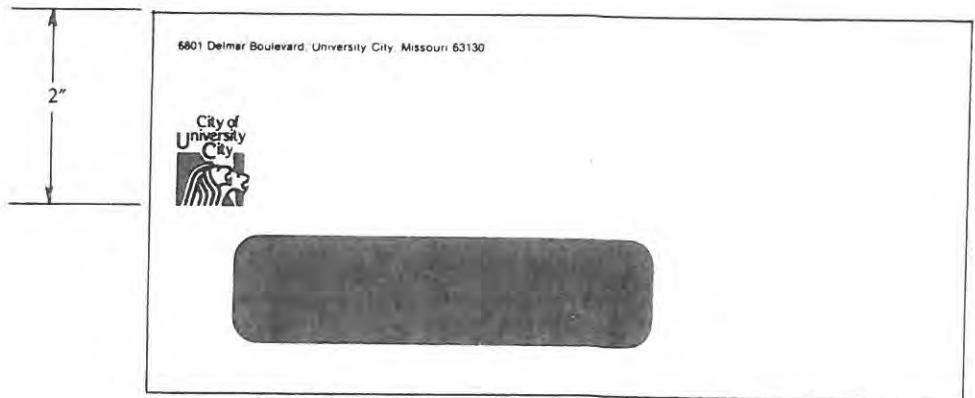


Department letterhead



Catalog envelope

Number 10 envelope

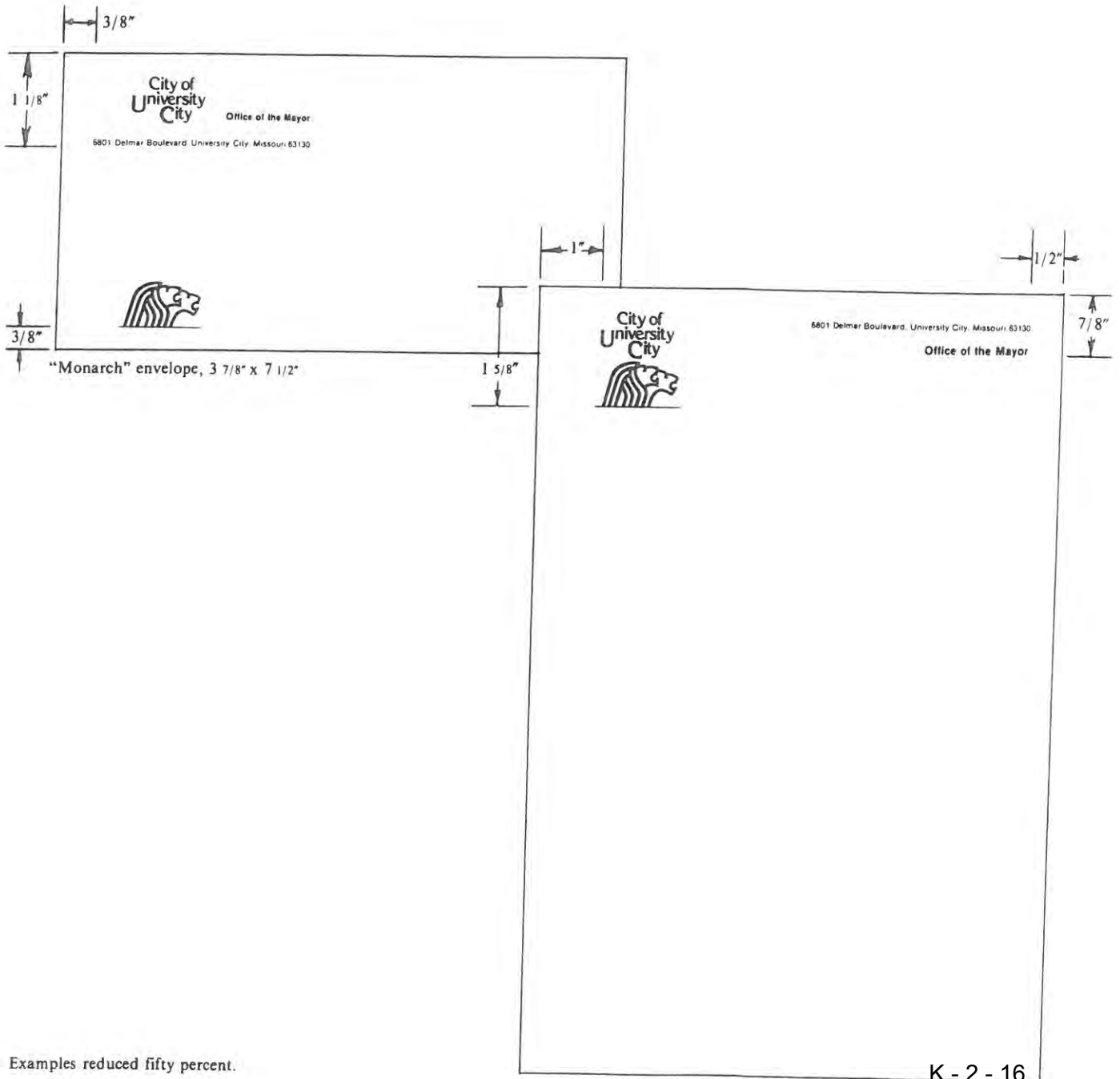


Examples reduced fifty percent.

Note - logo is smaller than in No. 10 envelope.

Number 9 window envelope

For the best presentation, this design should be printed by first quality on good paper, Embossing, hot stamping or thermography would add a touch of excellence and authority.



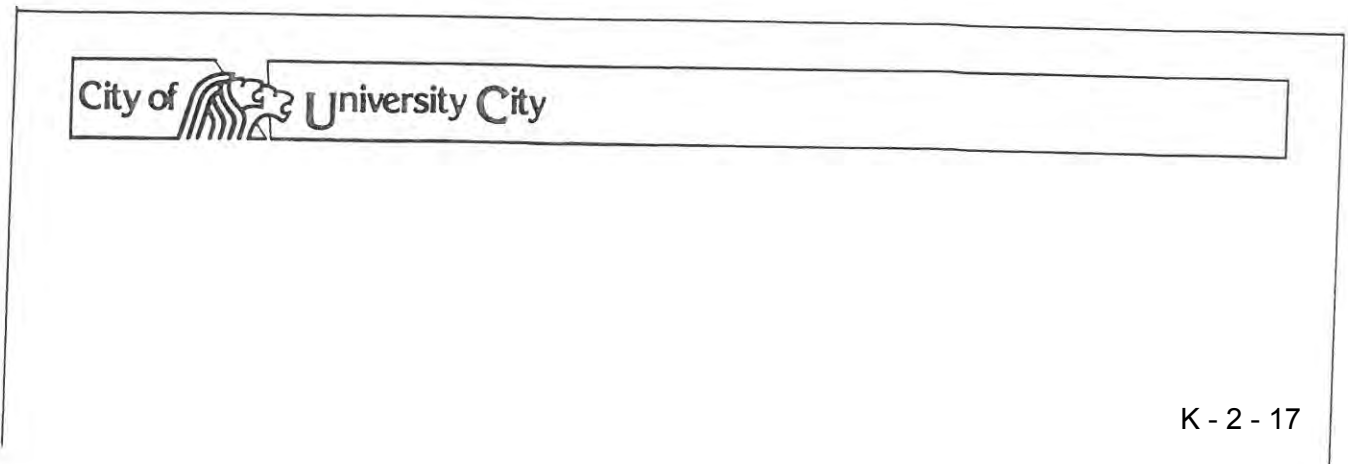
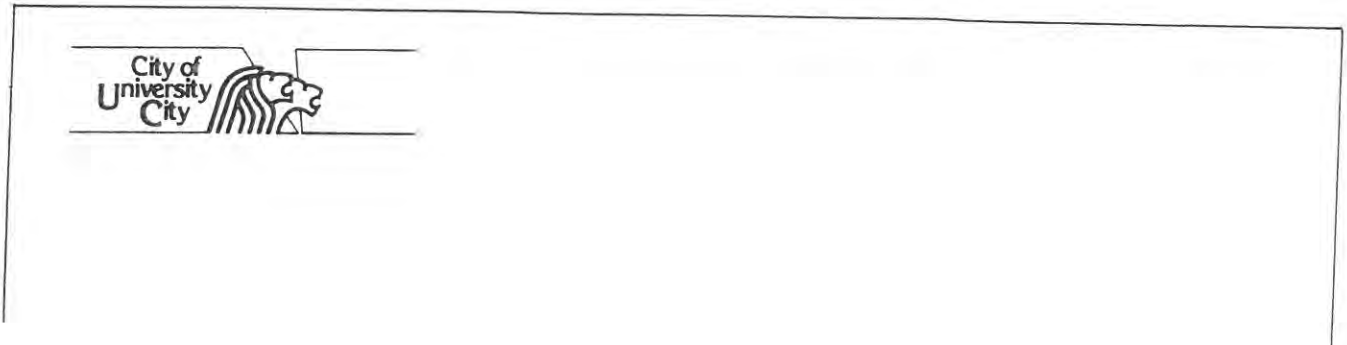
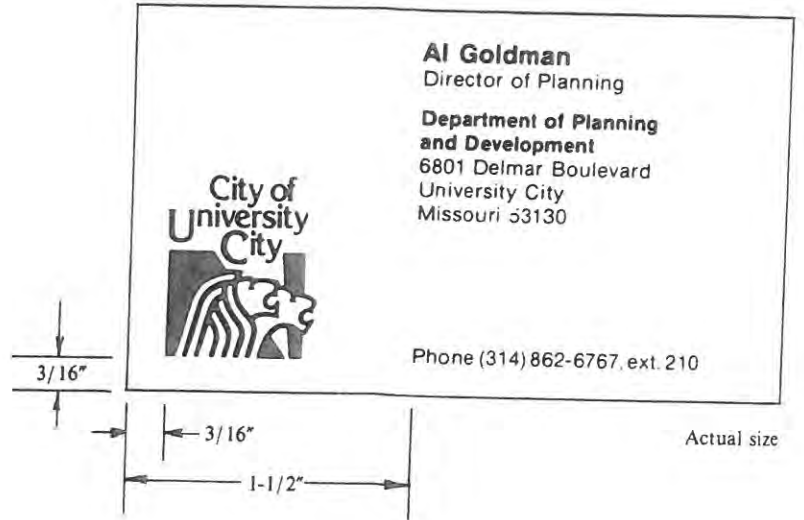
Examples reduced fifty percent.

K - 2 - 16

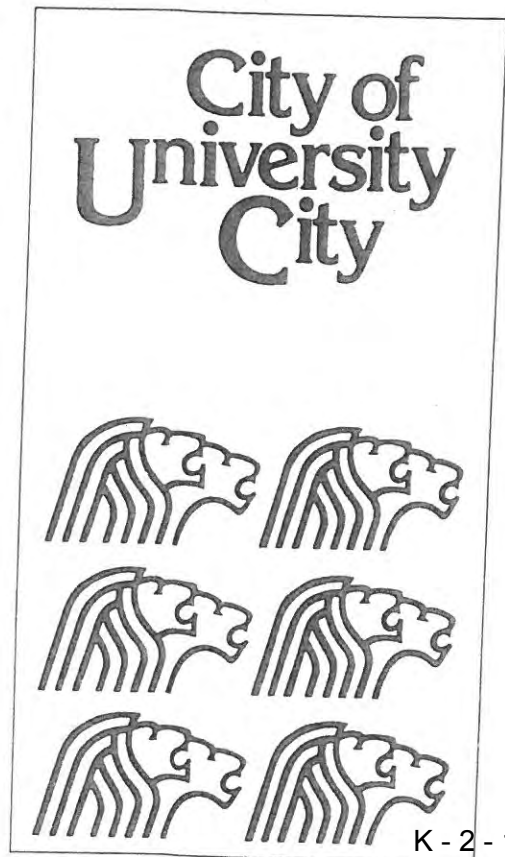
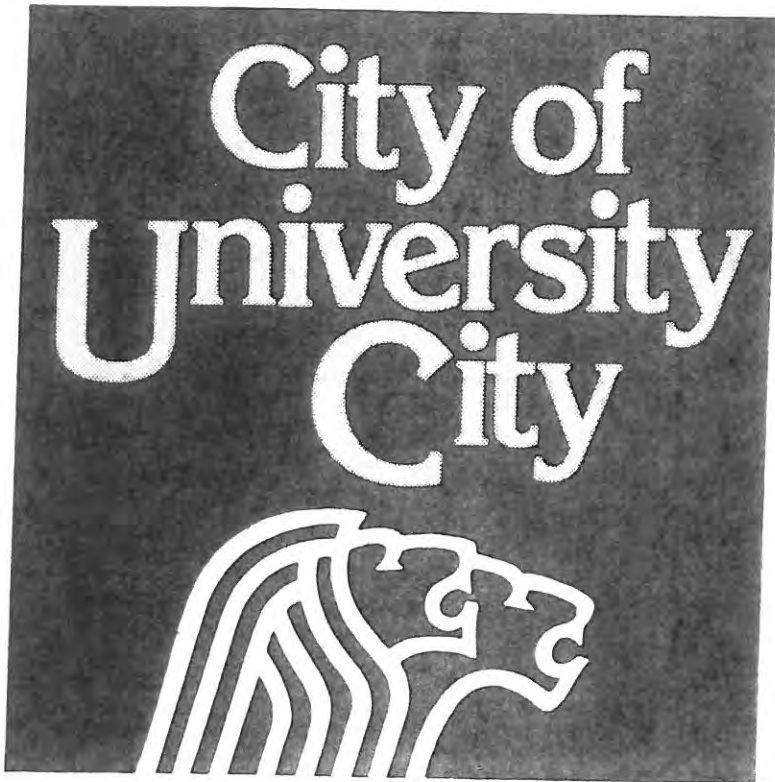
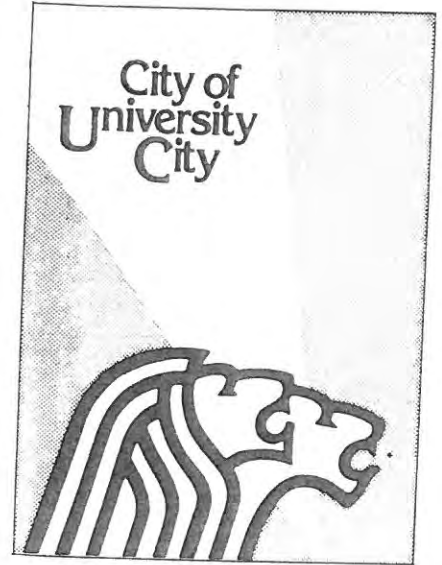
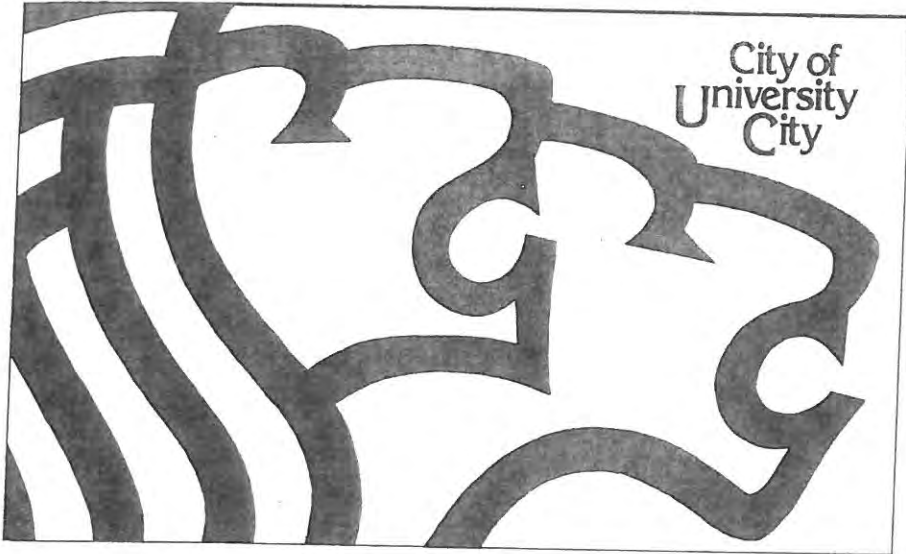
Sheet, 7 1/4" x 10 1/4" -rag content, white, laid finish.

For long names which will extend beyond the space provided, use the smaller bold type.

For forms, permits and certificates with limited space these designs will give good identity yet protect the order of the original symbol.



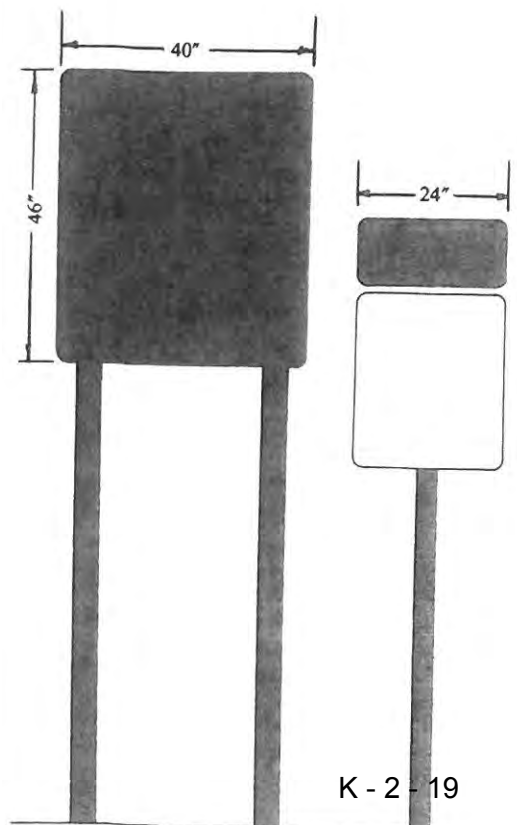
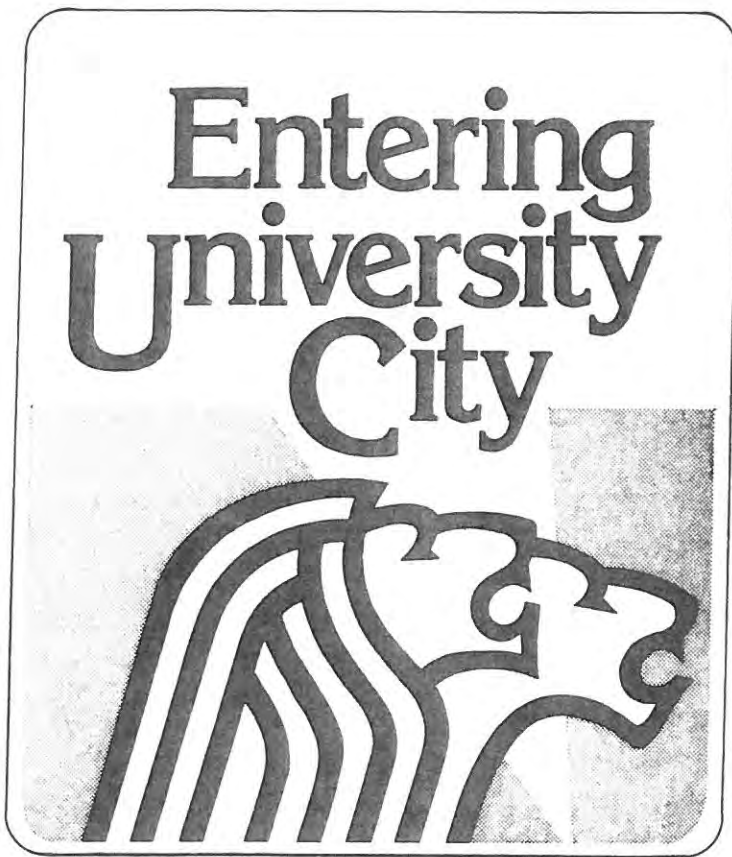
Suggestions for the symbol as the main or only design element. Especially useful for publications.





Since there are no distinct natural boundaries to the City, entry signs are important especially where the contrast between maintenance and neighborhood quality are obvious. In our metropolitan area, with its many city boundaries, information indicating location is indispensable to the unfamiliar traveller.

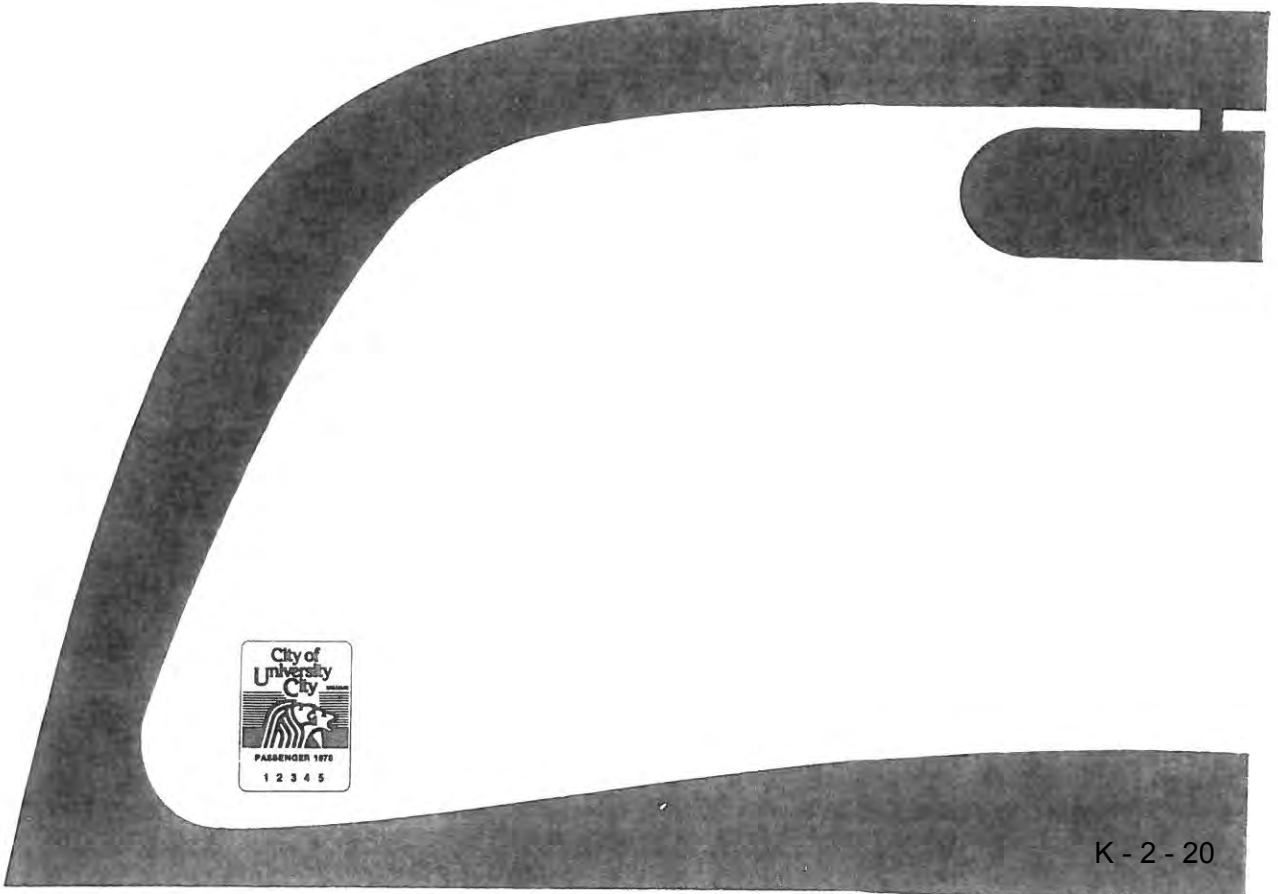
For major streets the entry signs should be single units in two colors (black and ochre) on a separate support. Minor entry streets should use a smaller horizontal sign attached above the speed limit sign. This will be black on white to allow compatibility with the lower panel.

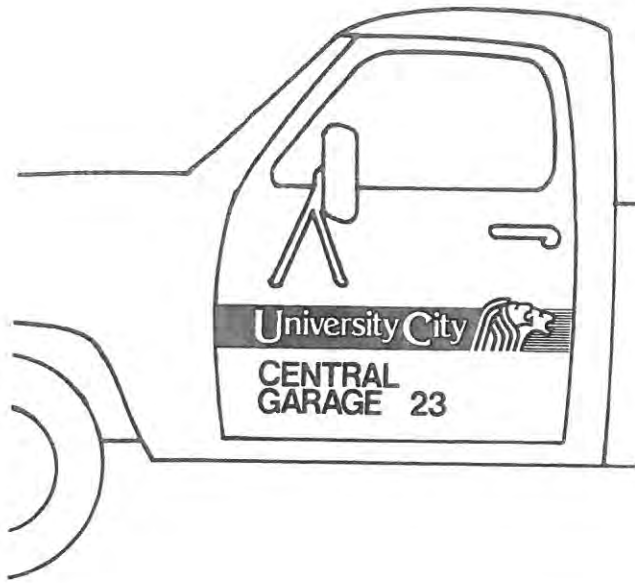




Decal actual size.

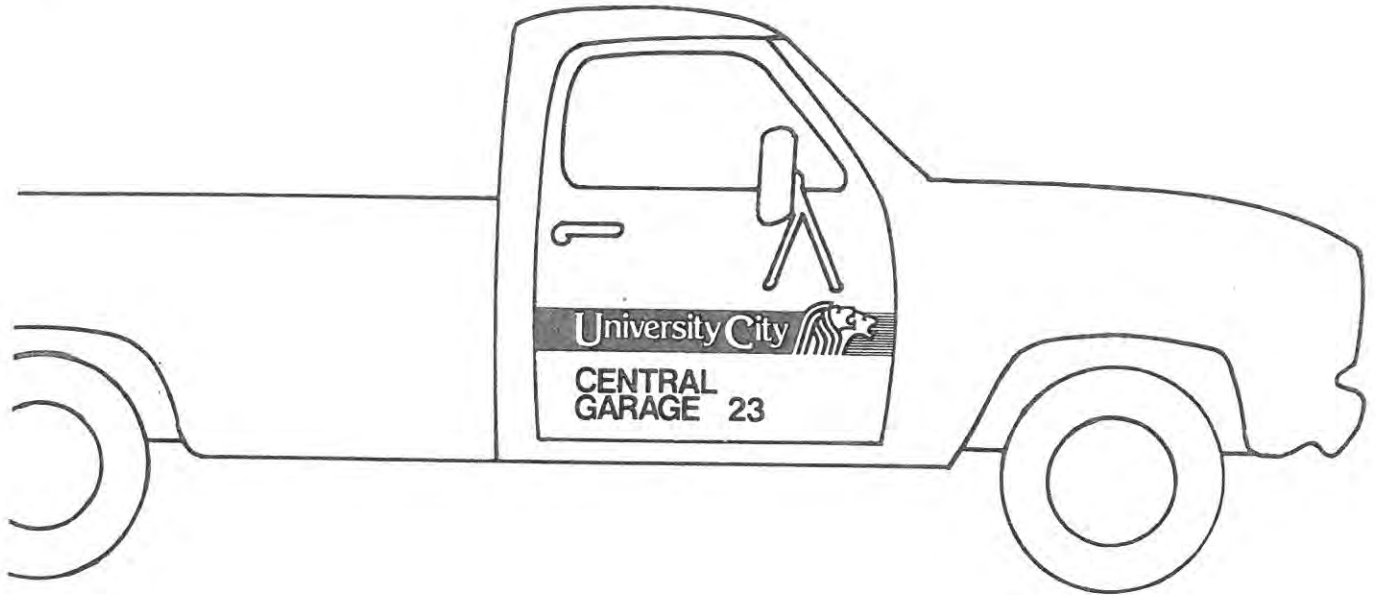
The vehicle decal can be produced in two colors, white for the background, the second color for the logo and type. The background should be printed only in very light colors if not in white. The logo and type color will change annually. If three colors are possible refer to section 3 of the manual for suggestions. The type style remains Helvetica.



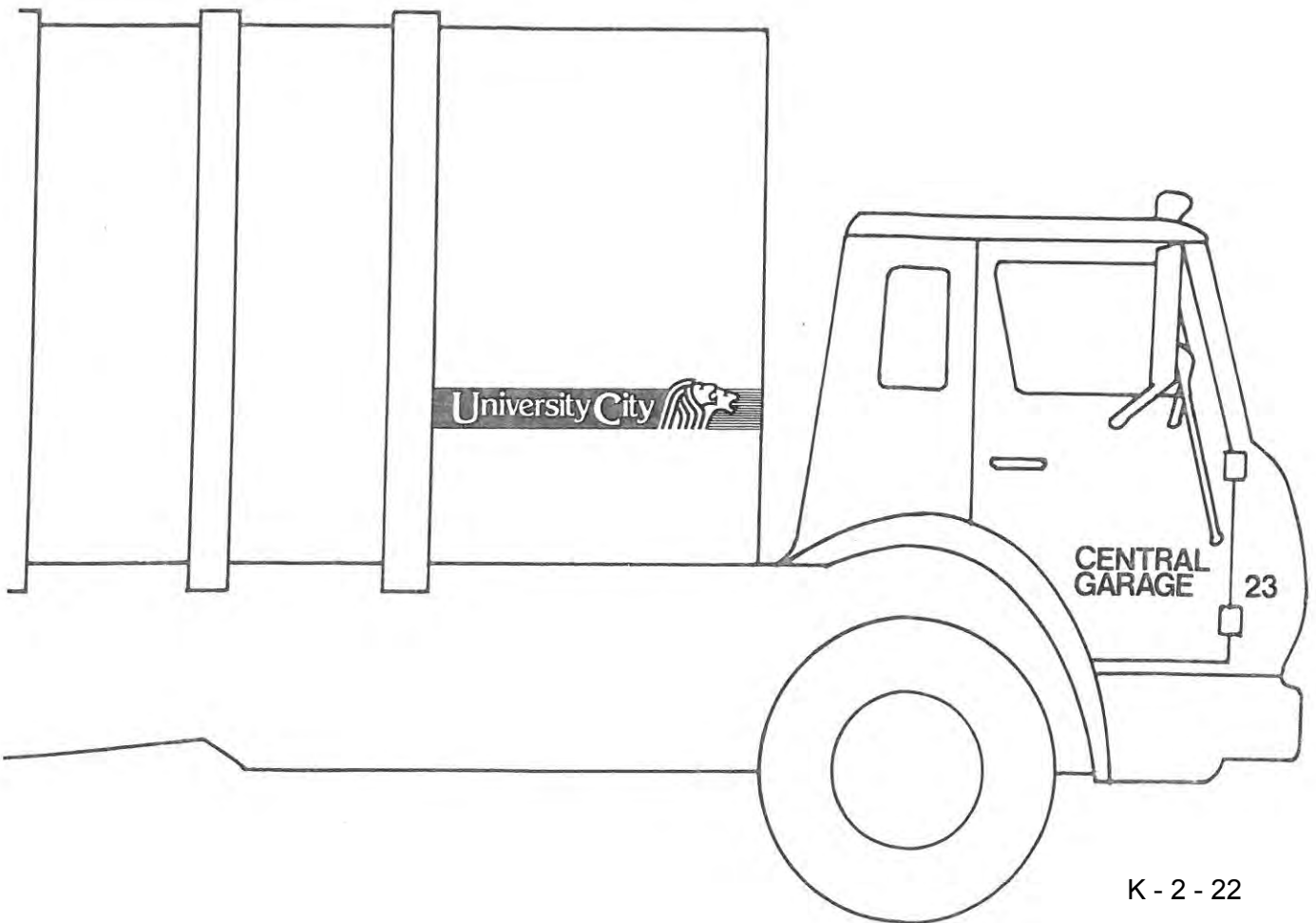
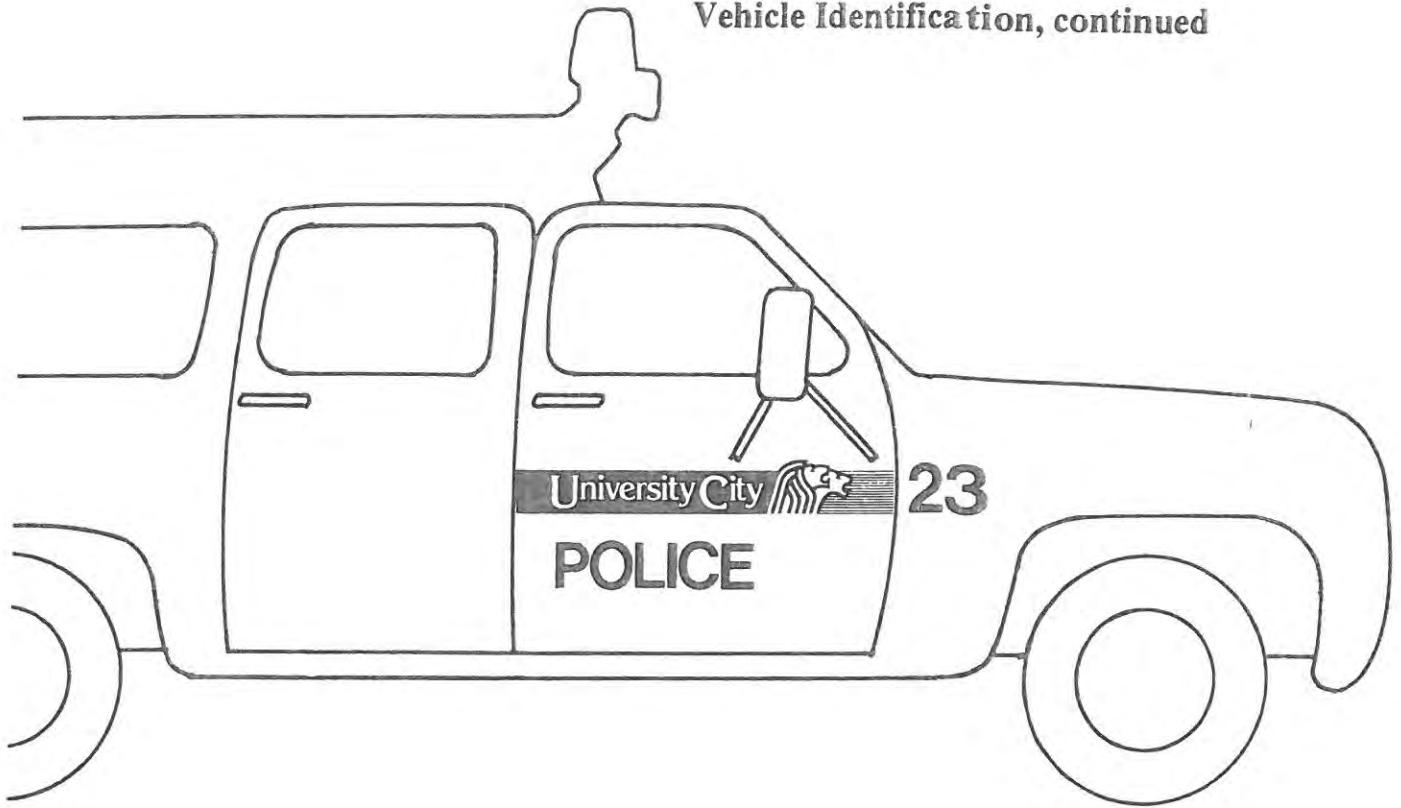


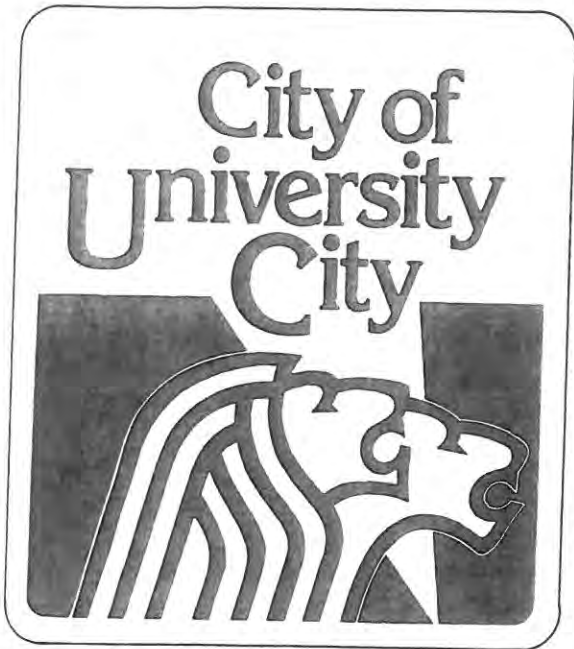
The citizens probably come into visual contact with the services of the City more through its vehicles than any other form. The various vehicles and equipment of the police, fire, and sanitation divisions are in constant use. If they are identified in a unified manner (along with normal visible maintenance) they strongly reflect the scope and coordination of quality service.

Newer vehicles are being purchased in a buff-yellow color for ease of recognition and uniformity. This color works well with the basic black logo and type. Dark brown could be substituted for black if a more subtle effect is desired. If vehicles are darker, such as some older ones, then reversing the contrasts black to white will retain good visibility. If vehicle colors other than yellow must be selected, it is preferred that they be a light value.



Vehicle Identification, continued

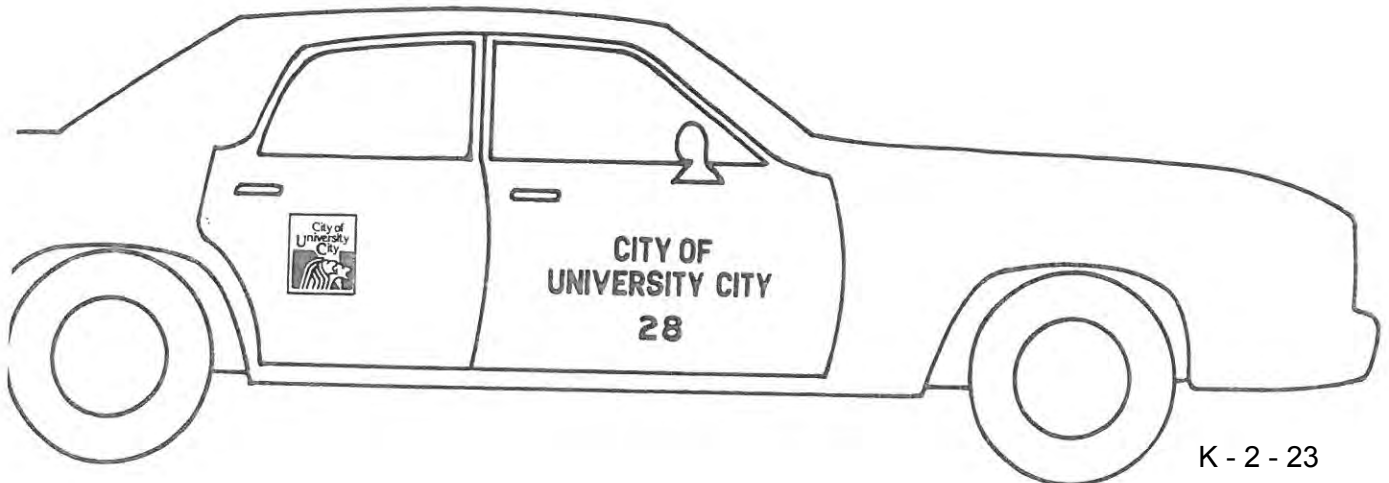
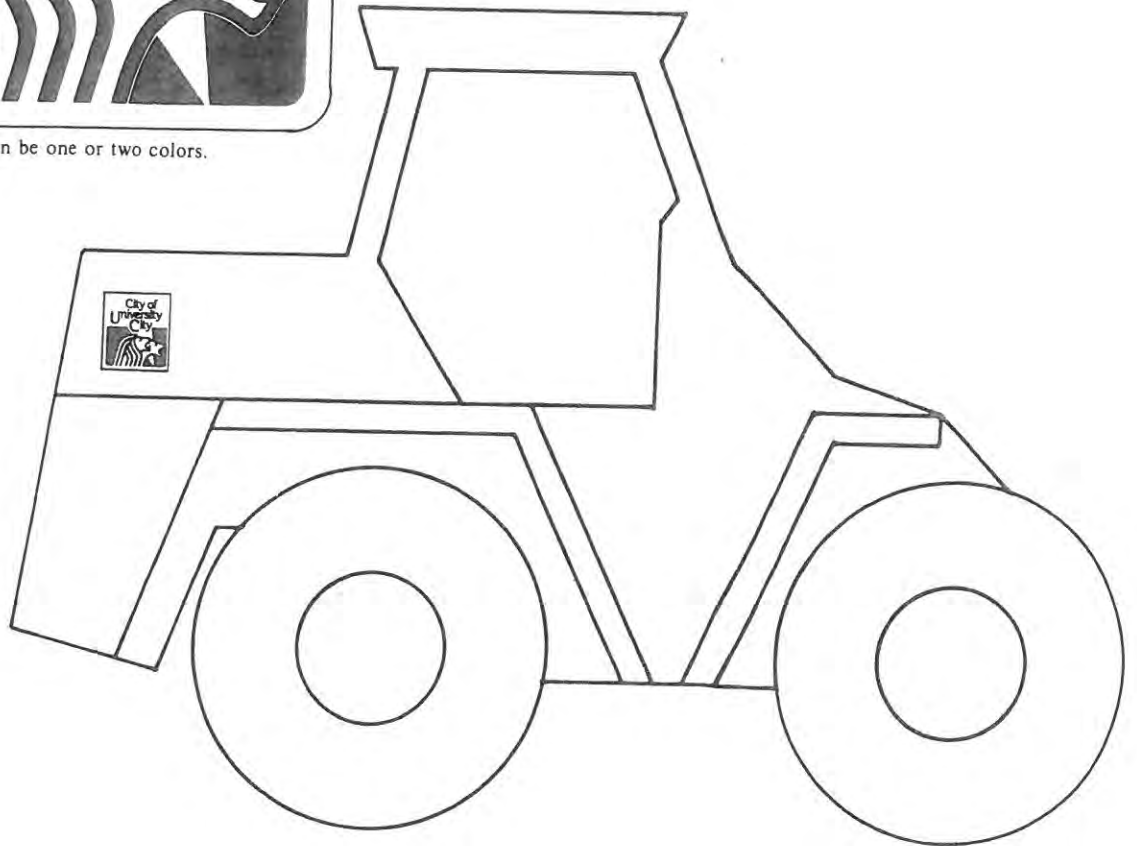




Decal shown reduced. Can be one or two colors.

Unusually shaped vehicles and equipment such as trailers, cycles, excavating equipment, etc. pose special problems for graphic systems. Some solutions are indicated but each vehicle might need its own variation of the relationship of symbol and lettering. Where the surfaces are complex it would be best to place the symbol on the largest flat areas.

A special decal as shown would be useful for vehicles retaining original lettering and darker color. This decal could be reproduced in two sizes for adaptability.



In the administration of large complex organizations, countless unknown problems will always occur to challenge the best planned systems of order. This will obviously be a part of the application of the new graphic standards. However, the examples shown here will indicate that the new symbol is adaptable without seriously sacrificing the original integrity of design.



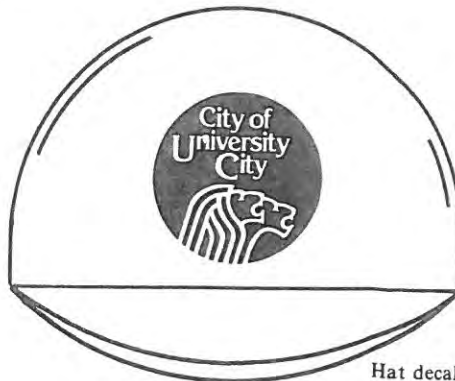
Bumper sticker



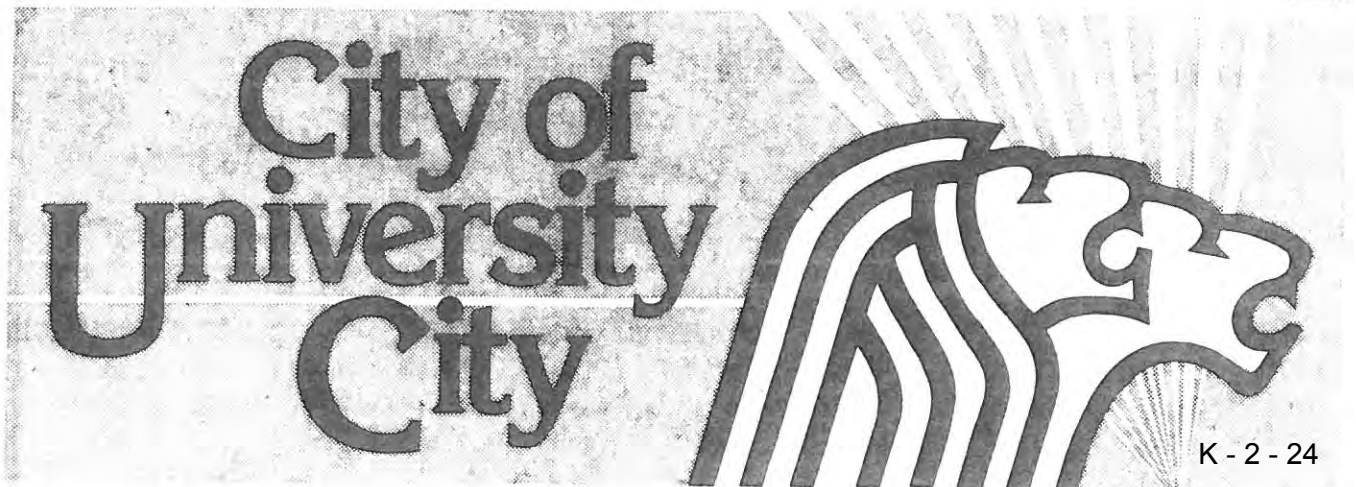
Balloon



T-shirt



Hat decal



Banner

The design and application of lettering, illustrations and color require special experience other than personal preference. Whenever possible it is urged that the City administrators and department executives seek the advice of those with acknowledged visual training. This area is specifically the role of the graphic designer but many architects, industrial designers as well as other artists, can have good judgement in graphic problems.

Professional control and reference would protect the investment in the new program and prevent it from being diluted into amaturish or crude interpretation.

University City has a large community of artists, architects, designers and others aware of visual quality. A good graphic representation of the City will be recognized and appreciated.

*Robert C. Smith, Designer  
Professor of Art, Washington University  
August 1, 1976*







***Neighborhood to the World***  
**University City's New Brand Identity**

---

3/2012

“Being a brand is the only way to stand out in a crowded marketplace. It is nothing more (and nothing less) than creating a distinct personality—and then telling the entire world about it.”

— *Tom Peters*



# Background

University City is at the leading-edge of municipal branding:

- More communities understand the importance of identifying their assets through formalized branding
- Competition is growing to attract residents, tourists as well as business investment
- Provides a differentiated identity that assists communities in promoting and communicating their ture core assets



# The Branding Process

With assistance from the Avant Marketing Group, the City developed its new brand identity utilizing the following process:

•Market Research

- Focus Groups with Residents – 39 participants
- One-on-one Interviews with Community & Business Leaders – 27 participants
- Online Surveying – 82 participants

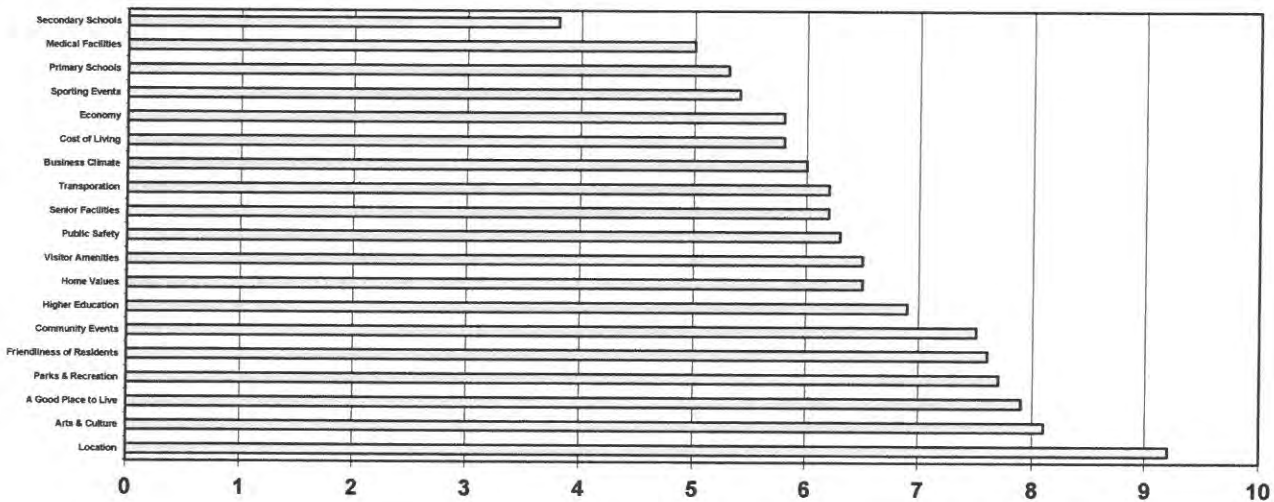
•Development of a formal Brand Platform based on stakeholder input

•Development of the new Brand Identity and Communications



# Research Findings

Residents rated a series of University City attributes. With the exception of “secondary schools”, all attributes scored higher than 5.0 on a 10-point scale. “Location”, “Arts & Culture” and “A Good Place to Live” received the highest ratings.



# Research Findings

Two consistent attribute themes resonated with all residents:

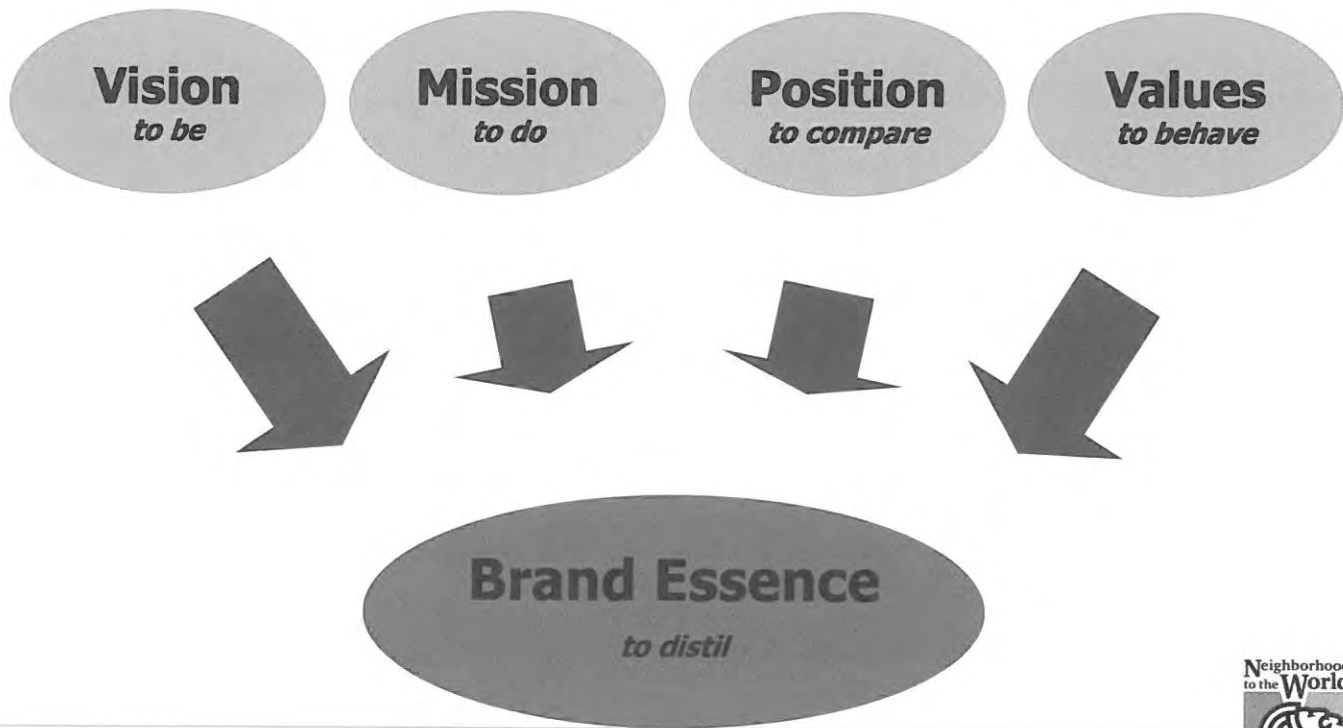
- Diversity
- Quality of Neighborhoods

As one resident stated:

*“Our diversity provides tolerance and an energy that is not found in other communities. It prepares us to be a global community and allows us to attract the best and the brightest in both people and business as we continue to grow.”*



# Avant Brand Platform



# How it works for you

**VISION - Attraction**

**MISSION - Satisfaction**

**POSITION - Preference**

**VALUES - Loyalty**

**“University  
City is a great  
place to live,  
work or play”**





## University City Brand Platform

The new brand identity is based on a formal Brand Platform that includes the following elements:

**Brand Vision** – To be a global community that celebrates diversity and the multi-cultural beliefs of our residents.

**Brand Mission** – To be a progressive and diverse community focused on the quality of life of all residents.

### **Brand Values** --

We embrace cultural diversity in our community and among our residents

We take great pride in our homes, neighborhoods and community

We honor our history and heritage

We value arts and culture

We protect individualism and promote a vibrant environment for creativity and invention

We are focused on the growth and quality of life for all residents

**Brand Positioning** – University City is a diverse, forward-thinking global community offering a better quality of life for those seeking a vibrant environment in which to work, play or to call home.



University City's Brand Essence

*University City: Neighborhood to the World*





***Not just a slogan, but an open invitation to both individuals and businesses that are seeking a progressive and eclectic environment in which to live, work or play.***



## Brand Marketing Plan

- Creation of “University Neighbor” – quarterly residential newsletter
- Creation of [www.UniversityCityNEIGHBOR.com](http://www.UniversityCityNEIGHBOR.com) – an online communications site for the City and community
- Brand Outreach through public communications to local regional and national media
- New city signage throughout the community
- “Calling Card” for all marketing and promotional efforts

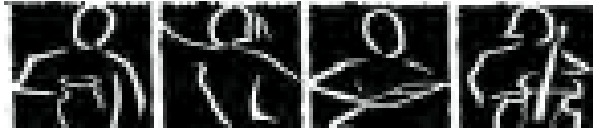


Neighborhood  
to the World



University City





CITY OF UNIVERSITY CITY  
REGULAR MEETING OF THE MUNICIPAL COMMISSION ON ARTS & LETTERS  
Thursday, September 12, 2019  
Centennial Commons, 7210 Olive Blvd.  
7:00 pm

1. Call to Order / Roll Call
2. Approval of Minutes from June 13, 2019
3. Citizens' comments: General comments may be made prior to agenda beginning. Citizens must make written request to speak on specific agenda items as items are addressed (Note: Comments are limited to 5 minutes).
4. University City Logo Recommendation – City Manager Gregory Rose
5. Treasurer Report
6. Staff Liaison Report
7. Council Liaison Report
8. Committee Reports
  - Calendar Art
  - Finance
  - Literary
  - Marketing
  - Movies In The Park
  - Public Art
  - Returning Artists
  - Starlight Concerts
9. New Business
  - Creation of Ad-Hoc Committee for Election of Officers
10. Old Business
  - Election of Officers – scheduled for November 2019
11. Announcements
12. Adjournment

Please Note: An attempt will be made to keep all agenda items and presentations to no longer than 10 minutes.

**Enclosure:** Draft of Minutes – June 13, 2019

If you are unable to attend, please contact  
Lynda Euell-Taylor, Deputy Director of Recreation 314.505.8525 or 314.505.8625 or  
email: [letaylor@ucitymo.org](mailto:letaylor@ucitymo.org)



## Council Agenda Item Cover

---

**MEETING DATE:** October 14, 2019

**AGENDA ITEM TITLE:** An Ordinance Terminating the University City Commission on Human Relations

**AGENDA SECTION:** Unfinished Business - Bill

**CAN THIS ITEM BE RESCHEDULED?:** YES

---

### **BACKGROUND:**

This Bill terminates the University City Commission on Human Rights and repeals Ordinance Nos. 6849, 6833, 4141 and 3777, relating to the creation of the Commission, its functions and duties, and the election of its chairman.

**RECOMMENDATION:** The City Manager recommends approval.

**ATTACHMENT:** Bill No. 9393

INTRODUCED BY: Councilmember Steve McMahon

DATE: September 23, 2019

**BILL NO.: 9393**

**ORDINANCE NO.: 7115**

**AN ORDINANCE TERMINATING THE UNIVERSITY CITY COMMISSION ON HUMAN RELATIONS.**

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

Section 1. The University City Commission on Human Relations is hereby terminated.

Section 2. Ordinance Nos. 6849, 4141 and 3777, relating to the University City Commission on Human Relations, are hereby repealed.

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

PASSED this 14<sup>th</sup> day of October, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CERTIFIED TO BE CORRECT AS TO FORM:

\_\_\_\_\_  
City Attorney





## Council Agenda Item Cover

**MEETING DATE:** October 14, 2019

**AGENDA ITEM TITLE:** An Ordinance Relating to Pit Bull Dogs

**AGENDA SECTION:** New Business - Bills

**CAN THIS ITEM BE RESCHEDULED? :** Yes

---

### **BACKGROUND REVIEW:**

This Bill repeals Municipal Code Section 210.280 on pit bull dogs. Section 210.280 was passed on February 7, 2000 (Ordinance No. 6229) and has not been amended. It imposes several restrictions on owning, possessing or keeping pit bull dogs in the City. They relate to licenses, registration, confinement, leashes and muzzles, warning signs on the premises, liability insurance, reporting bodily injury, reporting the removal or death of a dog, and reporting the birth of a dog and removing it from the City, and selling or transferring ownership of a dog.

Section 210.280 is a breed-specific dangerous or vicious dogs ordinance. It presumes that all pit bull dogs are dangerous or vicious. Unlike general dangerous or vicious dog ordinances, breed-specific ordinances have faced numerous court challenges from both dog owners and breed or humane organizations. These challenges include allegations of over-inclusiveness, under-inclusiveness, vagueness, violation of equal protection, and lack of rational basis. The American Bar Association approved Resolution 100 on August 6, 2012, calling for breed-neutral dangerous dog laws and the repeal of breed-discriminatory laws because such laws are inconsistent with traditional notions of due process in that fundamental principles of due process require that laws provide adequate notice to the public and to officers charged with their enforcement in order to prevent arbitrary and discriminatory application of the law.

The vast majority of local governments have addressed public safety by passing comprehensive breed-neutral dangerous and vicious dog ordinances that apply to dogs of all breeds. The City currently has ordinances regulating dangerous and vicious dogs of all breeds, including pit bulls. (See Municipal Code Chapter 210, Article II.) However, the definition of vicious dog in Municipal Code Section 210.005 explicitly includes all pit bull dogs, so consistent with an intent to not have a breed-specific ordinance, this Bill deletes that part of the definition, thereby regulating pit bull dogs the same as all other breeds.

### **RECOMMENDATION:**

The City Manager recommends approval.

### **ATTACHMENTS:**

- Bill 9394

INTRODUCED BY:

DATE: October 14, 2019

**BILL NO.: 9394**

**ORDINANCE NO.:**

**AN ORDINANCE RELATING TO PIT BULL DOGS**

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

Section 1. Section 210.280 of the University City Municipal Code and Ordinance No. 6229, relating to pit bull dogs, are hereby repealed.

Section 2. Section 210.005 of the University City Municipal Code, relating to animals generally, definitions, is hereby amended by deleting "5. Pit bull dogs." from the definition of "Vicious Dog."

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

PASSED this \_\_\_\_\_ day of October, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CERTIFIED TO BE CORRECT AS TO FORM:

\_\_\_\_\_  
City Attorney