



MEETING OF THE CITY COUNCIL  
**VIA VIDEOCONFERENCE**  
Monday, February 22, 2021  
6:30 p.m.

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

**City Council will Meet Electronically on February 22, 2021**

On March 20, 2020, City Manager Gregory Rose declared a State of Emergency for the City of University City due to the COVID-19 Pandemic. Due to the ongoing efforts to limit the spread of the COVID-19 virus, the February 22, 2021 meeting will be conducted via videoconference.

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

**Webinar** via the link below:

<https://us02web.zoom.us/j/88662333062?pwd=RFhmVXNIRldPQStOTkJEYtNRkxWQT09>

Passcode: 653027

**Live Stream via YouTube:**

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

**Audio Only Call**

Or iPhone one-tap :

US: +13126266799,,88662333062# or +19292056099,,88662333062#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or 877 853 5247 (Toll Free) or 888 788 0099 (Toll Free)

Webinar ID: 886 6233 3062

International numbers available: <https://us02web.zoom.us/j/88662333062>

**Citizen Participation and Public Hearing Comments:**

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

ALL written comments must be received **no later than 12:00 p.m. the day of the meeting.** Comments may be sent via email to: [councilcomments@ucitymo.org](mailto:councilcomments@ucitymo.org), or mailed to City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting.

Please note, when submitting your comments, a **name and address must be provided.** Please also note if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.

The City apologizes for any inconvenience the meeting format change may pose to individuals, but it is extremely important that extra measures be taken to protect employees, residents, and elected officials during these challenging times.



MEETING OF THE CITY COUNCIL  
VIA VIDEOCONFERENCE – ZOOM MEETINGS  
**Monday, February 22, 2021**  
**6:30 p.m.**

**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. APPROVAL OF AGENDA**

**D. PROCLAMATION**

1. Recognizing February 22, 2021 as Supermarket Employee Day

**E. APPROVAL OF MINUTES**

1. January 25, 2021 – Study Session Minutes – (CUP – Olive Blvd. and Communications Training)
2. February 8, 2021 – Study Session Minutes – (Bond Project and Refuse Interest and Penalties Policy)
3. February 8, 2021 – Regular Minutes

**F. APPOINTMENTS to BOARDS & COMMISSIONS**

1. Cynthia Martin is nominated to the Economic Development Retail Sales Board, as a fill in replacing Robyn Williams by Mayor Terry Crow

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

1. Cherise Harris was sworn into the Arts and Letters Commission on February 9, 2021 via Zoom.
2. Andrea Lubershane was sworn into the Storm Water Commission on February 11, 2021 via Zoom

**H. CITIZEN PARTICIPATION**

***Procedures for submitting comments for Citizen Participation and Public Hearings:***

*ALL written comments must be received **no later than 12:00 p.m. the day of the meeting.** Comments may be sent via email to: [councilcomments@ucitymo.org](mailto:councilcomments@ucitymo.org), or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting.*

*Please note, when submitting your comments, a **name and address must be provided.** Please also not if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.*

**I. CONSENT AGENDA**

1. One 2021 Dodge Charger Replacement Vehicle
2. Mannequins on the Loop FY21
3. Solid Waste Management District Grant Agreement
4. Missouri Department of Transportation Traffic Enforcement Grant

**J. UNFINISHED BUSINESS**

1. **BILL 9425** – AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS “CROWN CENTER SUBDIVISION OF DELCREST” AND LOCATED AT 8348 – 8350 DELCREST DRIVE

**K. NEW BUSINESS**

**BILLS**

1. **BILL 9426** – AN ORDINANCE AMENDING SECTION 230.130 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO DELINQUENT REFUSE COLLECTION FEES, COLLECTION POLICIES, AND HEARING AND APPEAL.

**L. 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
  - a) Re-Opening of City Facilities Update  
Requested by Councilmembers Clay and Cusick  
DISCUSSION ONLY

**M. COUNCIL COMMENTS**

**N. EXECUTIVE SESSION**

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.

**O. ADJOURNMENT**

Posted 19<sup>th</sup> day of February 2021.

LaRette Reese  
City Clerk







## PROCLAMATION OF THE CITY OF UNIVERSITY CITY

**WHEREAS**, there millions of supermarket employees in the United States; and

**WHEREAS**, supermarket employees provide us with access to safe, healthy, and affordable food; and

**WHEREAS**, supermarket employees work to enhance the health and well-being of each customer; and

**WHEREAS**, supermarket employees contribute and volunteer countless hours in their communities; and

**WHEREAS**, supermarket employees face unprecedented challenges keeping grocery shelves stocked during the COVID-19 Pandemic; and

**WHEREAS**, supermarket employees have and continue to meet and exceed these challenges, while displaying courage, compassion, dedication, and leadership, as well as exemplifying customer service and community outreach; and

**WHEREAS**, the need for supermarket employees is greater than ever because of the current and growing consumer demands as well as their reputation for excellence; and

**NOW, THEREFORE**, The City Council of University City in the State of Missouri on behalf of the people of University City, do hereby proclaim February 22, 2021 as Supermarket Employee Day and ask all citizens to join in honoring our Supermarket Heroes.

**WHEREOF**, we have hereunto set our hands and caused the Seal of the City of University City to be affixed this 22<sup>nd</sup> day of February in the year Two Thousand and Twenty-One.

SEAL

\_\_\_\_\_  
Councilmember Aleta Klein

\_\_\_\_\_  
Councilmember Steve McMahon

\_\_\_\_\_  
Councilmember Jeff Hales

\_\_\_\_\_  
Councilmember Bwayne Smotherson

\_\_\_\_\_  
Councilmember Tim Cusick

\_\_\_\_\_  
Mayor Terry Crow

\_\_\_\_\_  
Councilmember Stacy Clay

ATTEST \_\_\_\_\_  
City Clerk, LaRette Reese



**NOTICE OF STUDY SESSION**  
**Conditional Use Permit Requirement (Olive Blvd.)**  
**And Communications Training**  
**VIA VIDEOCONFERENCE**  
January 25, 2021  
5:30 p.m.

**AGENDA**

Requested by the Councilmembers Bwayne Smotherson and Stacy Clay.

**1. MEETING CALLED TO ORDER**

At the Study Session of the City Council of University City held via videoconference, on Monday, January 25, 2021, Mayor Terry Crow called the meeting to order at 5:32 p.m.

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

Councilmember Stacy Clay  
Councilmember Aleta Klein  
Councilmember Steven McMahon  
Councilmember Jeffrey Hales  
Councilmember Tim Cusick  
Councilmember Bwayne Smotherson

Also, in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr.; Director of Planning and Zoning, Clifford Cross, and Communications Specialist, Robyn Frankel.

**2. CHANGES TO REGULAR AGENDA**

No changes requested.

**3. Conditional Use Permit Requirement (Along Olive Blvd.)**

Mr. Rose stated Councilmembers Smotherson and Clay requested a discussion to look at methods that could be used to regulate the types of the business allowed to operate on Olive Boulevard. So, he has asked Mr. Cross to present Council with information on the Conditional Use Permit (C.U.P.) process, as one mechanism that can be used to achieve that objective.

Mr. Cross stated one tool that is commonly used in zoning is the C.U.P. This is an overview of the process, which details what can and cannot be done when a C.U.P. is implemented.

**What is a Conditional Use Permit (C.U.P.)**

Allows for special consideration of certain specified uses that may or not be compatible with an area. (Case-by-Case basis) – Standards and/or Conditions

**A. Zoning/Land Use Action**

**B. Permitted vs. C.U.P.**

- Permitted by right is a use that has already been predetermined to be allowed within a specific Zoning District.
- A C.U.P. provides Council with the opportunity to attach special conditions to a specific use.

PERMITTED AND CONDITIONAL USES BY ZONING DISTRICT									
No.	USE DESCRIPTION	Residential			Commercial			Industrial	
		R-1	R-2	R-3	C-1	C-2	C-3	I-1	I-2
		<i>P = Permitted Use    C = Conditional Use</i>							
1	Adult Entertainment								C
2	Agricultural & farming equipment sales & service					P	P	P	P
3	Agricultural & farming facilities & uses - other	C	C	C	C	C	C	C	C
4	Agricultural & farming operations - including livestock	C			C	C	C	C	C
5	Aircraft related facilities & uses							C	P
6	Airports and heliports & aircraft related facilities & uses							C	P
7	Alcohol & drug abuse treatment centers - in-patient				C	C	P	P	P
8	Alcohol & drug abuse treatment clinics - out-patient				P	P	P	P	P
9	Amusement and theme parks & related facilities & uses - indoor				C	P	P	P	P
10	Amusement and theme parks & related facilities & uses - outdoor				C	C	C	C	P
11	Animal & pet grooming services - domestic				P	P	P	P	P
12	Animal & pet related services & uses - other				C	C	C	P	P
13	Animal & pet shops & pet supply sales - domestic					C	C	P	P
14	Antique sales & reconditioning services				P	P	P	P	P
15	Appliances - household - parts & supplies sales & repair services				C	P	P	P	P
16	Appliances - household - rental & leasing services				C	P	P	P	P
17	Appliances - household - sales & service				C	P	P	P	P
18	Appliances - household - wholesale & distribution						C	P	P
19	Archery equipment & supplies sales				C	P	P	P	P

### **Standards for Approval - (Most Important Consideration)**

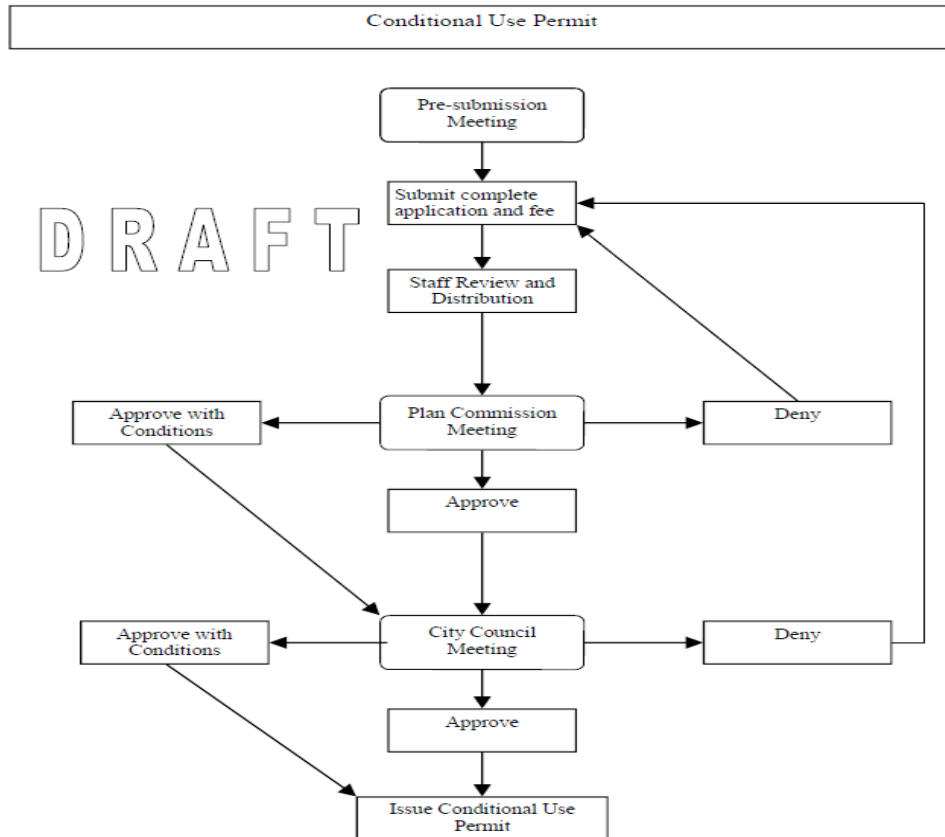
#### **A. Example: Pre-Set Conditions that must be met for a Medical Marijuana Dispensary Facility**

##### **A. Standards for Medical Marijuana Dispensary Facility**

No building shall be constructed, altered, or used for a Medical Marijuana Dispensary without complying with the following regulations.

1. **Buffer Requirement.** No Medical Marijuana Dispensary shall be located within Five Hundred (500) feet of an existing elementary or secondary school, licensed child day care center, or church. Measurements shall be made in a straight line, without regard to intervening structures, from the nearest point on the exterior building wall of the school, child care center, or church, to the main public entrance of the medical marijuana business.
2. **Residential Zoning Buffer Requirement.** No Medical Marijuana Dispensary shall be located within One Hundred Fifty (150) feet of a residentially zoned district. Measurements shall be made in a straight line, without regard to intervening structures, from the main public entrance of the medical marijuana business to the nearest property line of the residentially zoned district.
3. **Outdoor Operations or Storage Prohibited.** All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.
4. **Hours of Operation.** All Medical Marijuana Dispensaries shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 P.M. and 8:00 A.M.
5. **Display of License Required.** The medical marijuana license issued by the State of Missouri shall be displayed in an open and conspicuous place on the premises.
6. **Residential Dwelling Units Prohibited.** No Medical Marijuana Dispensary shall be located in a building that contains a residence.
7. **Ventilation Required.** All medical marijuana businesses shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

## Conditional Use Permit Flow Chart



### PC Recommendation & City Council Actions

**Plan Commission** - Section 400.2700.C of the Zoning Code requires that C.U.P. applications be reviewed by the Plan Commission. The Plan Commission shall make a recommendation to the City Council for their consideration. A public hearing is required at the Plan Commission meeting.

**City Council** - Section 400.2700.D of the Zoning Code requires that C.U.P. applications be reviewed by City Council for the final decision, subsequent to the public hearing and recommendation from the Plan Commission. In conducting its review, City Council shall consider the staff report, Plan Commission's recommendation, and application to determine if the proposed C.U.P. application meets the requirements of the Zoning Code.

### Review Criteria

When evaluating a Conditional Use Permit the applicant is required to ensure that the following criteria is being met in accordance with the provisions outlined in Section 400.2710 of the Zoning Code. The Criteria is as follows:

1. The proposed use complies with the standards of this Chapter, including performance standards, and the standards for motor vehicle oriented businesses, if applicable, as contained in **Section 400.2730** of this Article;
2. The impact of projected vehicular traffic volumes and site access is not detrimental with regard to the surrounding traffic flow, pedestrian safety, and accessibility of emergency vehicles and equipment; *(this criteria often results in an application being submitted to the Traffic Commission for review);*
3. The proposed use will not cause undue impacts on the provision of public services such as police and fire protection, schools, and parks;

4. Adequate utility, drainage, and other such necessary facilities have been or will be provided;
5. The proposed use is compatible with the surrounding area;
6. The proposed use will not adversely impact designated historic landmarks or districts; and,

**Findings of Fact (Section 400.2720)**

The Plan Commission shall not recommend approval of a conditional use permit unless it shall, in each specific case, make specific written findings of fact based directly upon the particular evidence presented to it supporting the conclusion that the proposed conditional use:

1. Complies with all applicable provisions of this Chapter;
2. At the specific location will contribute to and promote the community welfare or convenience;
3. Will not cause substantial injury to the value of neighboring property;
4. Is consistent with the Comprehensive Plan, Neighborhood Development Plan (if applicable), the Olive Boulevard Design Guidelines (if applicable), and any other official planning and development policies of the City; and
5. Will provide off-street parking and loading areas per the standards contained in **Article VII** of this Chapter.

**Notice of Public Hearing (Section 400.3220)**

Public Hearings for a C.U.P. takes place at the Plan Commission level. Public hearings for text amendments, map amendments or zoning, takes place at the Council level.

- A. A notice of every public hearing to be held under this Chapter shall be given as follows:
  1. The notice of a public hearing shall be published, at least once, in an official paper or a paper of general circulation within the City;
  2. Publication shall commence not more than thirty (30) days nor less than fifteen (15) days before the hearing date; and
  3. The notice shall provide the time and place of the hearing and include the following:
    - a. A street address of the subject property or other description of the location of such property;
    - b. The name of the applicant or appellant; and
    - c. A description of the specific action being requested by the applicant or appellant.

**C.U.P. Utilization**

- Determination of Uses
- Parking Regulations
- Home Occupations; i.e. a bed and breakfast
- Dimensional Regulations
- Accessory Outdoor Operations
- Prevent Clustering; i.e., pawnshops, adult entertainment venues
- Non-Local Regulations; i.e., state regulations utilized for medical marijuana dispensary

Mr. Cross stated the question for tonight's discussion is how Council wants to approach the determination of uses;

1. Identify uses whether or not they are permitted in a Zoning District, with the ability to add special conditions, or

## 2. Address the determination of uses as part of the CUP process?

He stated if Council elects to address the determination of uses as a part of the CUP process then consideration must be given to the addition of supplemental regulations to the Ordinance.

Councilmember Clay stated his thoughts in terms of mitigating certain types of businesses are to some extent encapsulated in the Ordinance related to pawn shops. Section 605.1300(K), which talks about the issuance of pawnshop licenses being prohibited within 500 feet of a church, et cetera, and similar or identical businesses being located in a specific geographic area, is the type of language he would like to see enacted with respect to the clustering of businesses. He stated if one more Dollar Store is allowed to open on Olive Boulevard, it would represent the sixth store of this nature, and the same holds true for beauty supply shops. So, his concerns are really about the ability to put some distance between them in a way that limits their growth and expansion in a specific area. And since the Ordinance already seems to have the components needed to address this issue, making adjustments to the CUP process could be another tool.

Mr. Rose stated although he believes the City can regulate specific uses like pawn shops or adult entertainment, there are some limitations as it relates to identifying and regulating a specific type of business. Dollars Stores are considered discount stores, so he's uncertain how you would clearly distinguish a Dollar Store from other discount stores that sell similar goods? But perhaps, Mr. Mulligan should provide his expertise on this matter.

Councilmember Clay stated however you want to categorize them the bottom line is that his community has been inundated with discount stores on Olive.

Mayor Crow stated Target could be considered a discount store but if they wanted to open a store on Olive, he thinks most of his colleagues would be pretty excited. So, while he thinks everyone understands the concern associated with the proliferation of certain businesses along Olive, he also appreciates Mr. Rose's stance regarding the need to hone down the phraseology in order to figure out the correct way to address this issue.

Mr. Mulligan stated the section of the Ordinance referred to by Councilmember Clay pertains to the licensing of pawnshops. Although there are other examples of distance requirements for specific businesses defined in the Code. So, while there is some discretion to regulate specific businesses, Council's objective must be clearly defined by first identifying what it is they are trying to accomplish, and second, taking into account that any distinction must be reasonable.

Mr. Cross stated staff will need to do a lot of legwork to come up with a definition because from a zoning perspective stores like Target and the Dollar Store are all classified under the general category of retail sales.

Councilmember Smotherson stated he was able to find an Ordinance from another municipality that makes that distinction; *"Small box, discount store, retail sales use, with a floor area less than 12,000 square feet that offers for sale a combination and variety of convenience shopping goods and consumer shopping goods that continuously offer a majority of the items in their inventory for sale at a price less than ten (10) dollars per item"*.

Mayor Crow stated he thinks when things are done through the CUP process it's more like the tail wagging the dog, instead of the other way around. However, should this process be revised it would place the burden of approving or denying an application on members of staff. And based on the current economic downturn, as well as the challenges along Olive Boulevard, one must be cautious about denying any business access.

He stated he can recall when tattoo parlors were frowned upon but today, lots of folks are talking about the shops located in The Loop, so they appear to have become somewhat advantageous.



Of course, while this is no comparison to the issue at hand, it does reinforce his concerns about the need to be cautious when undertaking this process. Mayor Crow stated although he does not have an issue with reviewing this legislation, he strongly believes that such an examination should encompass looking at every angle.

Councilmember Cusick posed the following questions to Mr. Cross:

**Q. Could you clarify what the differences are between the permitted and conditional uses in the Residential R1, R2, R3; Commercial C1, C2, C3, and Industrial I1 and I2, Zoning Districts?**

*A. This is an example of an Ordinance from another community illustrating how he would like to revise the City's Ordinance because it clearly defines multiple uses, where they are allowed, whether it is permitted by right, requires a CUP, or is not permitted at all. The City's Ordinance simply states the Zoning District along with a list of permitted uses.*

**Q. Is there an actual document entitled "The Olive Boulevard Design Guidelines"?**

*A. While no official design guidelines have been established, there are guidelines in terms of streetscape standards that help staff determine negative uses or perceived negativities based on architectural standards.*

**Q. How subjective are the descriptions associated with stores like Schnucks, World Market, Pete's Shur Sav, et cetera?**

*A. Even though there is a little flexibility, definitions should be pretty specific. The City's definition of a convenience store as defined in the Ordinance, allows staff to distinguish a convenience store from Wal-Mart or other businesses of that nature. So, what you would have to do is define the stores you've mentioned, incorporate that definition into the Ordinance and put grouping in a format similar to the nineteen examples I've provided of permitted uses.*

Councilmember Hales stated while there is little disagreement over the issue being presented, coming up with a precise definition may be a lot more complicated. How do you define a discount store? Mayor Crow mentioned Target, and he would take it a little further by saying Amazon, which is now expanding its operation into brick and mortar retail stores. So here again, you have an entity that could be defined as a discount store that probably would not receive a tremendous amount of objections if they decided to build one here in U City. It's a valid concern but how do you narrow the definition down to address it?

Mr. Cross stated redefining these uses is a very complex issue. That's why he has focused on the process rather than just assigning specific uses as a CUP requirement. He stated there are so many factors and amendments that would have to be considered in order to determine what category they go into, which ones require a CUP, are permitted uses, should include clustering restrictions, buffer requirements, or may have a negative impact on residential property.

Councilmember Clay noted that the sample legislation Councilmember Smotherson referred to is from Tulsa and New Orleans.

He stated while he certainly respects the fact that staff already has a lot on their plate if the wheel has already been created then the City can easily attach itself to it. So perhaps, the next step should be to contact these communities and determine how their definition of what a discount store works in their zoning process. Councilmember Clay stated it seems as though the key component in this sample legislation is the designation of a specific dollar amount. And since the marketing strategy of the stores he and Councilmember Smotherson have identified is to distinguish themselves through the utilization of a certain price point, it may have given staff the definition they need.

Mr. Rose stated if there is consensus, he will have Cliff and John conduct some research to draft an ordinance that looks at price points, reasonable distance requirements, and square footage. He stated another aspect of that research will include determining whether either of these ordinances has been challenged and if so, the results of those disputes.



Councilmember McMahon stated it sounds like everyone is moving towards something that could require a small fix now and a bigger fix later. Because a definition that includes square footage and a specific dollar amount could potentially impact a business like Rocket Fizz in The Loop.

Referencing the Flow-Chart, Councilmember McMahon questioned whether a recommendation to deny an application is still forwarded to Council for review? Mr. Cross stated since the Plan Commission can only issue a recommendation all applications must be submitted to Council unless it is withdrawn by the applicant.

Mayor Crow stated he had two thoughts he would like to express as the City attempts to work through this issue. First, the need to ensure that whatever actions are taken does no harm to others. And second, as staff reviews the Zoning Codes, he would ask that they also examine the 185-foot limit notice for public hearings. He stated he has received countless complaints from engaged residents who live slightly beyond this limit that are not being notified. In his opinion, the limitation is out-dated and the City is only shooting itself in the foot every time it is adhered to.

Mr. Cross informed Mayor Crow that while staff sends the 185-foot mailings out certified with a return receipt, they also send courtesy copies out to residents who live within a 500-foot radius. Mr. Cross stated he is glad this issue came up because it is a limitation that staff was going to propose be eliminated. One of the problems with map and zoning amendments is that the public hearings take place after the Plan Commission meeting. So, one suggestion is to amend the Ordinance and require that notices of any public hearings be held before Council are provided at the Plan Commission level to make certain the public is informed early on in the process.

Councilmember Smotherson stated to address Councilmember McMahon's concern, his Proposed Ordinance regarding discount stores prohibits them from being located within a mile and a half of each other. So, the fact that Rocket Fizz is already an established business would simply mean that no other discount store would be allowed to locate within a mile and a half of their store.

Mr. Cross stated another consideration is the dispersal Ordinance which requires that a certain percentage of available land be allowed for specific uses. So, staff will have to evaluate how much land the City has and if the type of separations being requested satisfies the illegal taking doctrine; illegally taking the opportunity for the highest and best use of certain land throughout the City.

Councilmember Smotherson stated there are five discount stores on Olive within a 3-mile radius, so he can't imagine that being a problem.

#### **4. COMMUNICATIONS TRAINING**

Mr. Rose stated Ms. Frankel was asked to provide the City's department directors with training on how to effectively deal with the media, and he has asked her to share some of that information with Council.

Ms. Frankel stated that she wanted to address five areas:

##### **1. Messaging**

- Employees/Elected Officials should have a consistent message that defines, clarifies, and focuses on U City's benefits and values, that also allows them to link the specific topic they are discussing onto.
- Messaging should not include information about the services U City offers.

##### **2. The Message Map**

- The creation of a core or ancillary message that establishes values tailored to address a specific situation, i.e., U City is committed to being the best possible community for residents, families, businesses, visitors, and neighboring cities.
- Never deviate from the Message Map by stating, "In my opinion". When speaking on behalf of an organization your opinion is not relevant and has no validity.

- Always keep in mind that everything you say is a reflection of the organization you are talking about.

### **3. Types of Situations Requiring Communication**

- The three modes of communication employees/elected officials get involved in are proactive, reactive, and crisis.
- When in a crisis mode, it is always good, to begin with a positive statement before addressing the situation at hand. I.e., U City is committed to being the best possible community for residents, families, businesses, visitors, and neighboring cities. That's why this situation is of particular concern to us. We are going to be looking further into this issue and plan to examine every detail.
- Remember, what the audience will hear is your first statement; the acknowledgment that you understand the situation, and what you are doing about it.

### **4. Talking to Reporters**

- Develop a coordinated response plan.
- Never talk to a reporter without being totally prepared in advance to make sure the City is advancing its agenda rather than simply answering a question.
- Try to anticipate not only the question on the surface but how that conversation could go off the rails. What other questions could they ask? What questions should you not answer?
- Brief responses are always the most effective.
- Never let a reporter back you into a corner.
- Never repeat a negative.
- Avoid saying, "*No comment*". Instead, say "*That's proprietary information, so I can't answer that question,*" or "*I need more information*".
- Remember that a reporter is not your friend, they do not care about your personal feelings, and that they simply have a job to do. So, never make jokes, even if it's just about the weather because they can take anything you say out of context.
- Should you receive a surprise call from a reporter, tell them you are in a meeting and will have to get back to them at a later time. Ask who they are, what they are interested in if they have a deadline for receiving the information, and how they can be contacted. Contact Ms. Frankel or Mr. Rose so they can vet the situation and discuss the best way to handle it.
- Take all of these tips into consideration when drafting a coordinated response plan. Because if you're prepared; be it a proactive, reactive, or crisis situation, there isn't anything a reporter could ask that you won't be able to answer, even if it means not answering at all.

### **5. Social Media**

- The different forms of communication tools available to the City are; the news media, ROARS, social media, the City website, virtual meetings, live streaming, video updates, and the Annual City Calendar.
- Anything related to social media, i.e., Facebook, Twitter, Instagram, et cetera, that reflects the City, should be posted on the City's website, NextDoor, or Facebook pages, as opposed to individual sites. Posting on personal pages limits the size of your audience.
- Employees/Elected Officials can repost information found on the City's Facebook or NextDoor pages since it has already been published in the public domain.
- Should you ever see something posted on social media you believe to be erroneous, immediately contact Ms. Frankel or Mr. Rose and allow them to draft a response to the article or comment.

Mr. Rose stated the City has the responsibility of making sure its residents have complete and accurate information and to accomplish that everyone must be in sync with the concepts and advice presented by Ms. Frankel. He stated his goal is to continue these mini trainings throughout the year. Unfortunately, due to the lateness of the hour, Council did not have an opportunity to address any comments, questions, or concerns they might have. Therefore, he will ask Ms. Frankel to come back at a later date to allow for a more in-depth conversation.

Ms. Frankel reminded Council that they should all feel free to contact her at any time if they ever have a question.

**5. ADJOURNMENT**

Mayor Crow thanked everyone for their participation and adjourned the meeting at 6:25 p.m.

LaRette Reese  
City Clerk

DRAFT



**NOTICE OF STUDY SESSION**  
**Bond Capital Projects &**  
**Policy on Waiving of Solid Waste (Refuse) Interest and Penalties**  
**VIA VIDEOCONFERENCE**  
February 8, 2021  
5:30 p.m.

**AGENDA**

Requested by City Manager

**1. MEETING CALLED TO ORDER**

At the Study Session of the City Council of University City held via videoconference, on Monday, February 8, 2021, Mayor Terry Crow called the meeting to order at 5:30 p.m.

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

Councilmember Stacy Clay  
Councilmember Aleta Klein  
Councilmember Steven McMahon  
Councilmember Jeffrey Hales  
Councilmember Tim Cusick  
Councilmember Bwayne Smotherson

Also, in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr.; Director of Public Works, Sinan Alpaslan; Director of Finance, Keith Cole, and Amy Gilbertson and Amanda Truemper of Trivers.

**2. CHANGES TO REGULAR AGENDA**

No changes requested

Mayor Crow stated in honor of Black History Month Nashaun Bates will be reading his poem "*Young Black Boy*" at the beginning of the Regular Session.

**3. BOND / CAPITOL PROJECTS LIST**

Mr. Rose stated this is a brief presentation to discuss the projects he is recommending for bond funding and seeking Council's direction on how to move forward.

**Space Needs Study Project**

Many of the projects identified in this study can be incorporated into the City's Capital Improvement Program and paid for through a pay-as-you type of financing.

	<u><b>Total Cost</b></u>
City Hall	\$ 5,094,798.00
Annex	\$ 15,665,001.00
Trinity	\$ 2,270,657.00
Heman Park Community Center	\$ 1,329,866.00
Central Garage	\$ 1,453,221.00
Transfer Station	\$ 388,919.00
Sign Shop	\$ 214,866.00
Park Maintenance	\$ 909,795.00
Centennial Commons	\$ 162,895.00
<u>Sitework - City Hall Campus</u>	<u>\$ 1,628,174.00</u>
<b>Total Costs</b>	<b>\$ 29,118,192.00</b>

## Recommended Bond Projects

City Hall		\$2M
- Water Tight Improvvement		\$1.5M
- Elevator Improvements		\$ .5 M
Police Annex Restoration		\$15.7M
Trinity MultiPurpose Restoration		<u>\$2.3M</u>
	<b>TOTAL</b>	\$20M

Mr. Rose stated with the approval of the Mayor and Council he intends to move forward with the documentation needed for St. Louis County to place a bond initiative on the August ballot.

Mr. Rose stated Amy Gilbertson, Amanda Truemper, Sinan Alpaslan, and himself are open to answer any questions Council might have.

Councilmember Clay posed the following questions to Mr. Rose:

**Q. Is a two-thirds majority needed for approval of the bond initiative?**

*A. That is correct.*

**Q. What type of public engagement campaign has staff conceptualized for this initiative?**

*A. Although nothing has been formulated at this time, Council will be presented with all information related to public engagement prior to dissemination. Information explaining the costs and type of improvements will be provided to residents via social media and Zoom.*

Councilmember Smotherson posed the following questions to Mr. Rose:

**Q. What role can or should I play in this initiative since my wife works for Stifel Nichols?**

*A. Typically, a member can participate in the vote and discussions as long as their spouse does not hold a leadership position of influence. However, since this is a legal matter, he will have the City Attorney contact him to gain a better understanding of his wife's role.*

**Q. Why is staff aiming for the August ballot rather than April or November?**

*A. The timeframe for submitting paperwork for the April election has expired, and the paperwork for August is due by May 25th. So August was simply the earliest date he thought would be reasonable for staff to complete its due diligence.*

Councilmember Smotherson voiced his objection to the proposal, citing what he believed to be a flaw in the location of the Police Department and segregated parking lot.

Mr. Rose stated the conclusion he reached regarding the Police Department was based on three critical issues:

- A.** Financial outlook
- B.** Efficiencies related to its strategic location; the highest number of crimes occurs in this area
- C.** Management related to the need for oversight

Mr. Rose stated Police is the only department in the City with the greatest potential to incur liability. That's why he firmly believes that erosion of oversight by separating the Police Department away from the City Manager can create some challenges. They also work closely with many of the City's Departments.

Councilmember Smotherson stated efficiencies related to costs is somewhat confusing when you're hearing that it will cost \$15.7 million to renovate the Annex and it only cost Creve Coeur \$8.1 million to build a new Police Station. So, it's difficult for him to be on board with this proposal when Council has only been provided with the cost of renovating an old building with possible insufficiencies and not the cost of a new facility.

Mr. Rose stated the estimated cost for the construction of the Police Station was \$18.6 million, minus the purchase of land, and the additional \$2.3 million is the total cost of renovating the Trinity Building. So, from a financial perspective, he believed the more prudent decision was to spend a total of \$18 million on two buildings that could be populated by various City departments. Because if you build a new facility there's still the issue of what to do with these old buildings.

Ms. Gilbertson stated the cost of building a new Police Station was the first study conducted by Trivers a couple of years ago. And when that cost was compared to renovating the Annex, the cost-estimator showed that the renovation was less expensive. However, before proceeding they completed the next step, which was to see if the Police would be the best fit. She stated the \$18 million price tag has not been escalated, whereas the \$15 million has been updated with each study to current-day pricing.

Mayor Crow stated he certainly does not want to spend \$10 million just to have more office space and then have to build a new Police Station. And at this point, he has no idea who would bear the responsibility of coming up with other ideas for the Annex, especially when there is a Space Needs Study that says we don't have other needs for it.

He then asked where the other \$9 million would come from if the recommendation is to bond \$20 million of the \$29 million total project cost? Mr. Rose stated the \$9 million would be included in the Capital Improvement Program on a pay-as-you-go type of plan. However, some of the suggestions, like the One-Stop-Shop, which would be nice to have but not vitally important at this time, will be evaluated as staff develops the Capital Improvement Program each year.

Mayor Crow asked if the rates supplied by Stifel Nicolas were current? Mr. Rose stated they are from the last six months.

He stated he does not believe there will be a need for anything related to an election in either August or November, so this might be a single-issue ballot item. And if that is the case, staff may want to inquire as to whether the City will have to pay to place this bond issue on the ballot.

Councilmember Cusick asked Mr. Rose if he knew when MSD's bond proposal will be on the ballot? Mr. Rose stated that's a question staff could ask MSD when they make their presentation tonight.

Mayor Crow stated based on the conversations he's had with his colleagues, and the fact that we're talking about spending \$15 million on the renovation of an old building, he thinks it may clear up some uncertainties if Council could see a schematic video of exactly what the inside of the Annex will look like as a Police Station.,

Mr. Rose stated Sinan has reached out to Ms. Gilbertson about producing some renderings that would provide that type of insight. And while Trivers has acknowledged that they can provide such a product, he is unsure how long it will take them to put it together and the cost.

Mayor Crow stated his preference is that they produce a video rather than drawings.

Ms. Gilbertson stated that is kind of the next step in this study. So, she will work with staff on the production and timing for a video walk-through of the new design. She stated HOK was also involved in the Clayton and Creve Coeur projects and the cost per square foot numbers and pricing for the Annex include those same types of finishes and expectations.

Mayor Crow stated based on the timeline laid out by Mr. Rose Council will probably be asked to take a vote on this in the very near future. So, if this is something his colleagues would like to see happen or if there is any additional information they need, he would ask that they make their requests known to the City Manager.

Councilmember Clay stated previously there was talk about a secondary Police Station but since it's not listed in the projects should he assume that it is no longer on the table? Mr. Rose stated about three years ago there was a desire to have a small substation in the northeast section of the City. And even though it was not included in the projects recommended by the Space Needs Study he would not say that it has been completely eliminated. It's merely an issue of priority, which at this time is to find a headquarters for the Police because they cannot continue to reside in a temporary facility.

Councilmember Clay stated while he realizes this is not a topic of discussion today if the cost is an issue, renovation of the Annex plus a secondary facility would equal, at minimum, or exceed the cost of a new facility. So, from his perspective this concept; even though he's not sure it gained the support needed at the time, would be very challenging.

Mayor Crow stated while he is always willing to talk about this issue, based on the conversations he recalls Council having some time ago, it did not seem to have the support needed, particularly from the members of Council in that Ward. But on the other hand, consideration should be given to the fact that there are two new developments in the works that might have Police Substations in them.

Councilmember Hales concurred with the Mayor's recollection about the process Council went through, which never elevated into a discussion about any of the details. Nevertheless, a substation still will not address the issues associated with the City's current infrastructure that needs immediate maintenance and attention.

He stated he thinks the suggestion to provide a video walk-through would be great for Council, as well as the City's residents and public safety officers. And while he trusts that the renovation numbers for the Annex and Trinity buildings effectively include all new plumbing, electric, HVAC, and interior partition walls, from a technical standpoint, it's probably a question that should be asked.

Ms. Gilbertson stated even though this will be a complete gut of each building when they study them from a historic perspective, they try to keep priority areas like the building envelope and some of the historic designs. So, if their layouts indicate that something can be salvaged; for example, stairs, they will remain as long as the feature does not impact the cost of providing the layouts and programs that are needed.

Ms. Truemper stated while the historic main stairs will remain in the Annex, there will also be the addition of new stairs to meet egress requirements. Trinity will retain its main reading room and original front door even though the entry is being relocated to the rear. So, while Trivers views these as historically sensitive gut renovations, there's really not much historic value to old restrooms and kitchens, which will be carved out for elevators and stairs that provide accessibility and the required egress.

Councilmember Klein stated she does not believe Council can earnestly make a decision about the Police Department without considering the historic buildings in Civic Plaza. If you could take them out of the equation then perhaps, it would be a completely different decision. But residents voted overwhelmingly in favor of protecting these buildings, which in her mind, sends a message to Council that maximizing their benefit is important to this community. Therefore, they should not be taken out of the equation.

She stated she also does not think this decision should be framed as an attempt to keep everything the way it was or how things were envisioned in the past, but rather as expanding Council's vision of this City.



Councilmember Klein stated by protecting Civic Plaza and being economically efficient in the way our government is managed, Council and this administration will have the opportunity to attain additional resources that can be utilized to benefit the entire City. And she believes the decision this Council makes should encompass all of these factors.

Mayor Crow and Mr. Rose thanked Amy and Amanda for their participation in this discussion.

#### **4. POLICY ON WAIVING OF SOLID WASTE (REFUSE) INTEREST AND PENALTIES**

Mr. Rose stated the Finance Department received an inquiry from a resident regarding the City's willingness to waive the penalty and interest fees on their Solid Waste bill. That led to some research which disclosed that neither he nor the Director of Finance had the authority to make such a decision without the approval of Council. However, since this seems more like an administrative matter, Mr. Rose stated he would like to propose an amendment to the Ordinance that would allow the Director of Finance to waive these fees on Solid Waste bills with the approval of the City Manager.

Mr. Mulligan clarified that the proposed amendment is to restore the previous practice related to the waiver of penalties and interest only, and not the basic charges for this service.

He stated Section 230.130 of the Code which addresses delinquent fees and the City's collection policies was amended several years ago to authorize City Council to waive penalties and interest in the form of an amnesty program. Although he does not believe this specific amendment was ever considered by Council. Mr. Mulligan stated prior to that amendment the City Manager made those decisions as a part of their administrative duties.

Mayor Crow stated while he can't speak for his colleagues, his guess is that they really don't want to be involved in this type of decision. And in a Council-City Manager form of government, it sounds like this might be a process that over the years, has slipped through the cracks.

Mr. Rose stated his intent is to create guidelines for the potential waiving of interest and penalties so Council would be aware of the standards being used.

Councilmember Hales asked Mr. Rose if either he or Mr. Cole knew what the largest dollar amount of outstanding interest and fees consisted of? Mr. Cole stated there is roughly over \$800,000 owed in interest and penalties. Councilmember Hales asked Mr. Cole if he had a guesstimate on how much of this amount was owed by landlords with multiple rental properties?

Mr. Rose stated staff would have to conduct some additional research and provide him with the answer to that question at a later time.

Councilmember Smotherson stated while agrees this should be an administrative decision, he would like to see the established guidelines once they are drafted.

#### **5. ADJOURNMENT**

Mayor Crow adjourned the Study Session at 6:20 p.m.

LaRette Reese  
City Clerk

DRAFT

**MEETING OF THE CITY COUNCIL  
VIA VIDEOCONFERENCE  
Monday, February 8, 2021  
6:30 p.m.**

**A. MEETING CALLED TO ORDER**

At the Regular Session of the City Council of University City held via videoconference, on Monday, February 8, 2021, Mayor Terry Crow called the meeting to order at 6:31 p.m.

**B. ROLL CALL**

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

Councilmember Stacy Clay  
Councilmember Aleta Klein  
Councilmember Steven McMahon  
Councilmember Jeffrey Hales  
Councilmember Tim Cusick  
Councilmember Bwayne Smotherson

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr.; Director of Planning and Zoning, Clifford Cross; Director of Finance, Keith Cole; Director of Public Works, Sinan Alpaslan; Nashaun Bates; Nicole Bates; Brian Hoelscher, Sean Hadley and Saad Amir of MSD, and Mike Williams of Hochschild, Bloom & Company.

Mayor Crow thanked everyone for their attendance and stated that in honor of Black History Month Council extended an invitation to Nashaun Bates, an eighth-grade student from Brittney Middle School, and his mother, to recite the poem he wrote entitled, "*Young Black Boy*". Mayor Crow thanked Nashaun for the beautifully written and meaningful remarks he shared with the community in December. He stated the City of U City welcomes the opportunity to support its youth in their future endeavors and wish them the best of luck.

*(Recitation of Young Black Boy by Nashaun Bates)*

**C. APPROVAL OF AGENDA**

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

**D. APPROVAL OF MINUTES**

1. January 11, 2021, Regular Meeting Minutes were moved by Councilmember Klein, it was seconded by Councilmember Cusick, and the motion carried unanimously.
2. January 25, 2021, Regular Session Minutes were moved by Councilmember Hales, it was seconded by Councilmember Clay and the motion carried unanimously.
3. January 27, 2021, Special Session Minutes were moved by Councilmember Cusick, it was seconded by Councilmember Hales, and the motion carried unanimously.

**E. APPOINTMENTS TO BOARDS & COMMISSIONS**

1. Carl Hoagland is nominated for reappointment to the Park Commission by Councilmember McMahon, it was seconded by Councilmember Hales, and the motion carried unanimously.

**F. SWEARING IN TO BOARDS & COMMISSION**

1. Charlotte Colonna was sworn into the Civil Service Board on January 26<sup>th</sup>, via Zoom.

## **G. CITIZEN PARTICIPATION**

### ***Procedures for submitting comments for Citizen Participation and Public Hearings:***

ALL written comments must be received **no later than 12:00 p.m. the day of the meeting.** Comments may be sent via email to: [councilcomments@ucitymo.org](mailto:councilcomments@ucitymo.org), or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting. Please note, when submitting your comments, a **name and address must be provided.**

*Please also note if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.*

Mayor Crow thanked everyone who participated in this process and reminded commenters to include their name and address on each submission. He stated the vast majority of tonight's comments were directed towards the public hearing. All comments have been reviewed by Council and will be made a part of tonight's record.

## **H. PUBLIC HEARINGS**

### **1. Market At Olive - Redevelopment Project Area #1 (RPA1) Map Amendment Request (PC 20-11)**

Mayor Crow opened the Public Hearing at 6:38 p.m. He then acknowledged that several citizens had submitted comments on this topic which have been included as a part of this hearing.

Mr. Rose read the following statement into the record:

*"There are multiple steps in the process to rezone a parcel of land. One step is the Public Hearing which gives all interested parties an opportunity to state his or her position on the matter. The Public Hearing is not the final step in the process. For this property to be rezoned the Mayor and Council must approve an Ordinance to rezone the property. I am recommending Council not take a final action to rezone any parcel in the RPA1 area until NOVUS Development has control of the property."*

Mayor Crow closed the Public Hearing at 6:39 p.m.

## **I. CONSENT AGENDA**

- 1. Kaufman Park Playground Surfacing Project**
- 2. Kingsland Park Playground Surfacing Project**
- 3. Mooney Park Playground Surfacing Project**
- 4. One 2022 Sutphen Fire Rescue Pumper**
- 5. Parking Space Agreement with Delmar Harvard, LLC**
- 6. Small Business Assistance Program – COVID-19 Forgivable Loan – Round 4**

Councilmember Cusick moved to approve all six items on the Consent Agenda, it was seconded by Councilmember Hales.

Councilmember Smotherson asked Mr. Rose if the Parking Space Agreement would be necessary to accommodate the hotel if there was no Police Station located in Civic Plaza? Mr. Rose stated the Police Station would not necessarily impact this agreement since the rationale for establishing the contract is based on Delmar Harvard's use of the property they own. However, he would refer any further comments about this project to the City Attorney or the Director of Planning and Zoning.

Mr. Cross stated the agreement was entered into to meet the number of parking spaces required per the Zoning Ordinance. Therefore, the existence or non-existence of a Police Station would have no bearing on this agreement.

Councilmember Smotherson asked if additional parking spaces would still be required in Lot #4 if City Hall's parking lot was available? Mr. Cross stated since Lot #4 is the area being utilized, the same process would have to be followed to meet the requirement.

Councilmember Clay stated he noticed that the resurfacing project for three of the City's parks went to one contractor who staff identified as the lowest, most responsible bidder. And while he understands the City does not have a hard and fast quota system for contractor's as it relates to diverse representation in its workforce, he is interested in finding out how the City can address this issue; especially with projects like these that will be extremely visible throughout the community?

Mr. Rose stated staff within the Finance Department is currently having discussions about how to develop a Minority Women Business Enterprise (MWBE) Program that establishes these kinds of goals. And although Mr. Cole has a number of projects on his plate at the moment, he might have a more recent update on the status.

Mr. Cole stated at this point, steps to initiate this program are in progress which will require an amendment to the City's Purchasing Policy.

Mr. Rose stated once that amendment is finished, it will be brought before Council for review.

Councilmember Clay asked Mr. Rose if he had an anticipated timeframe for its completion?

Mr. Rose stated the City is in the process of assisting with two audits, in addition to the audit being presented tonight. Staff has been asked to compile and prioritize a list of projects based on the results of those audits, and once that occurs, he will have a better idea of the timeframe for the MWBE Program. He stated he hopes to have that list completed within the next two weeks.

Councilmember Cusick stated he is happy to see that Round 4 of the Small Business Assistance Program will include home-based businesses.

Voice vote on Councilmember Cusick's motion to approve carried unanimously.

## **J. CITY MANAGER'S REPORT**

### **1. MSD Proposition Y Proposal Presentation**

Director of Public Works, Sinan Alpasian stated Proposition Y is a wastewater rate proposal that will be explained in more detail by Mr. Brian Hoelscher, MSD's Executive Director of this District. He then asked Mr. Hoelscher if he could address the question of when MSD would be seeking to place this proposal on the ballot?

Mr. Hoelscher stated every four years MSD asks its ratepayers how they would like MSD to fund the next four years of this program, which is based on an agreement with the Department of Justice, the EPA, and The Coalition for the Environment. These proposals are developed by staff and then sent to a 15-person Rate Commission for their recommendation to the Board, who makes the final decision.

#### **Proposal Objective**

The wastewater rate proposal seeks to fund a four-year, \$1.58 billion capital improvement program to meet regulatory and system improvement needs.

Within this program, which is anticipated to be placed on the April 2021 ballot, MSD would:

- Eliminate sanitary (wastewater) sewer overflows from sewer pipes
- Reduce combined sewer overflows (where wastewater and stormwater share a pipe)
- Prevent building backups
- Repair and rehabilitate an aging system
- Replace incinerators at Bissell and Lemay treatment plants
- Build a tunnel from the Fenton treatment plant to the lower Meramec plant to eliminate the Fenton plant

**With an Additional 500 Million Dollars** of Bond Financing the change in rates for the average residential customer:

Projects funded with cash and debt

	<u>\$\$\$</u>	<u>Change</u>
FY21	56.40	CURRENT
FY22	58.33	3.4%
FY23	60.36	3.5%
FY24	62.59	3.7%

- ❖ *These rates will put MSD slightly above the media for wastewater rates for large municipalities throughout the country.*

**Without an Additional 500 Million Dollars** of Bond Financing the change in rates for the average residential customer:

Projects funded with cash

	<u>\$\$\$</u>	<u>Change</u>
FY21	56.40	CURRENT
FY22	65.07	15.4%
FY23	76.12	17.1%
FY24	86.12	13%

Mr. Hoelscher stated there will also be five additional proposals on the April ballot associated with MSD's Charter.

- Modernization of the Charter
- Increased compensation for Trustees from \$300 to \$600 a year
- Several requests from the Rate Commission

Additional details on these proposals will be provided later by MSD's Public Affairs Department.

Councilmember Cusick asked Mr. Hoelscher if this rate proposal is in line with the original Consent Decree MSD entered into with the three entities he mentioned earlier? Mr. Hoelscher stated except for the replacement of incinerators at the Bissell and Lemay Treatment Plant, which is a separate regulatory requirement, it is in line with the Decree.

Councilmember Cusick questioned whether the recently reinitiated OMCI tax; Operation, Maintenance, and Construction Improvement, has any correlation with Project Clear or this bond proposal? Mr. Hoelscher stated it does not. MSD has two utilities; wastewater and stormwater, and this proposal only pertains to wastewater.

Councilmember Clay asked whether the Consent Decree requires MSD to seek a wastewater rate proposal every four years? And if so, how long will this process continue?

Mr. Hoelscher stated the original Consent Decree was for 20 years; from 2011 to 2034.

However, due to a change in the incinerator schedule, as well as some affordability issues, the EPA agreed to extend the Decree by five years, to 2039. So, 3 until that time, MSD is required to seek two proposals every four years.

Councilmember Clay stated based on the information provided, most people would elect to go with the bond financing versus cash. But how will this scenario play out over the next eighteen years? Mr. Hoelscher stated those two lines will cross somewhere in mid-2030; which is where the payoff of the loans makes it cheaper to use case versus bond financing. Under the current rate structure, MSD has projections of what those rates would be under the two scenarios up to approximately the year 2040. Overall, the total cost is about two-times more because of the debt service but it does make things more affordable and seems to flatten out future rates. Mr. Hoelscher stated if anyone is interested, he could provide some of this information to Mr. Rose for distribution to Council. Councilmember Clay stated he would like to see the numbers.

Mr. Hoelscher stated one other thing he would mention is that MSD gets loans through the State where it pays about three-quarters of a percent interest. But in December, when they went out on the open market for a 120 million dollar bond sale they were able to get a rate of 2.75 percent. He stated he thinks the additional information will provide the City with a better understanding of these values.

Mayor Crow thanked Mr. Hoelscher for his presentation.

## **2. FY20 CAFR /Audit Presentation**

Director of Finance, Mr. Keith Cole stated the City is required to conduct an audit every year. The Fiscal Year 2020 Audit was conducted by Hochschild, Bloom, and Mr. Mike Williams will present the findings from their Comprehensive Annual Financial Report (CAFR).

Mr. Williams stated tonight's presentation will focus on two reports:

- The Comprehensive Annual Financial Report (CAFR)
- The Report on Federal Awards

### **CAFR**

#### **Introductory Section**

- Transmittal Letter consisting of the economic condition, outlooks, financial information, a list of principal officials, and the Certificate of Achievement for Excellence in Financial Reporting issued by the Government Finance Officers Association

#### **Financial Section**

- Independent Auditor's Report
- Opinion Section
  - The Unqualified Opinion: In our opinion, the financial statements referred to above present fairly in all material respects.
- Government-Wide Financial Analysis of the City
  - Management's Discussion & Analysis
  - Summary of Blended Funds
  - Changes in Net Position
    - » Business-type activities equal approximately \$4.9 million
    - » Total assets equal approximately \$79 million
    - » The City had a decrease in net position of \$1.4 million due to pensions, changes, and charges for services related to COVID, reduced taxes, and capital grants

#### **Balance Sheet - Governmental Funds**

- General Fund
  - Total cash and investments equal approximately \$8 million
  - Receivables and other assets equal approximately \$20 million
  - Liabilities equal approximately \$2.6 million
  - Total fund balance equals approximately \$16 million; some of which is non-spendable, making the unassigned fund balance approximately \$10 million
- Public Safety
- Park & Stormwater
- Capital Improvements

#### **Statement of Revenues, Expenditures, & Changes in Governmental Fund Balances**

- General Fund
  - Approximately \$23 million in revenue
  - Approximately \$25 million in expenses
  - Approximate \$1.3 million decrease for the year
- Total Governmental Funds show a decrease of approximately \$897,000

#### Statement of Net Position - Proprietary Funds

- Parking Garage
  - Cash & Investments equal approximately \$470 thousand
- Golf Course
  - Cash & Investments equal approximately \$150 thousand
- Solid Waste Fund
  - Cash & Investments equal approximately \$1.5 million
  - Included in the Solid Waste Fund is a net pension liability of approximately \$1 million
  - Negative total net position of approximately \$191 thousand

#### Statement of Fiduciary Net Position - Pension Trust Funds

- Positive net position of approximately \$47 million
- Decrease of approximately \$1.7 million as a result of a depreciation in the value of investments

#### Note A - Summary of Significant Accounting Policies

- No significant changes from year-to-year

#### Note B - Cash and Investments

- No significant changes from year-to-year

#### Note C - Capital Assets

- Governmental activities less the accumulated depreciation for buildings, improvements other than buildings, equipment, and infrastructure
- The beginning balances for governmental activities accumulated depreciation were decreased by \$327,974 to reflect a prior period adjustment for various assets.

#### Note D - Long-Term Debt

- The City paid off significant amounts of its long-term liabilities, i.e., mortgages, special obligation bonds, certificates of participation, capital leases, and compensated absences

#### Note E - Employee Retirement Benefit Plans

- Non-Uniformed Employees' Retirement Fund
  - Changes in Net Pension Liability

#### Balances at June 30, 2019

Total Pension Plan	Fiduciary Net Pension Liability	Net Position Liability
(a)	(b)	(a)-(b)
\$ 29,705,101	23,647,381	6,057,720

#### Balances at June 30, 2020

Total Pension Plan	Fiduciary Net Pension Liability	Net Position Liability
(a)	(b)	(a)-(b)
\$ 31,353,110	23,371,435	7,981,675

#### Net Pension Liability

1% Decrease	Current Single Rate Assumption	1% Increase
\$ 12,017,839	7,981,675	4,602,526

#### Police and Firemen's Retirement Fund

- Net Pension Liability as of June 30, 2019, is approximately \$10 million
- Net Pension Liability as of June 30, 2020, is approximately \$12 million
- Total Net position as of June 30 is approximately \$47 million



Note F - Post-Employment Benefits Other Than Pensions

- No significant changes from year-to-year

Required Supplemental Information Section

- Required Supplemental Information - Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - General Fund
  - Total Revenue in the General Fund was under budget by approximately \$1.7 million
  - Total Expenses are under budget by approximately \$152 thousand

Statistical Section

- Financial Trends
- Revenue Capacity
- Debt Capacity
- Demographic and Economic Information
- Operating Information

Report on Federal Awards

- Total Awards Expended is approximately \$1 million eight hundred fifty thousand
- Opinion on Each Major Federal Program
  - In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

Section II - Findings - Financial Statements Audit

- There are a total of fourteen comments and recommendations compared to twenty-two in FY19
- There were no new comments and recommendations

Mr. Williams stated this report, which consists of 107 pages, was a lot to go over in the allotted time, so if anyone has questions, they should feel free to contact him at any time.

Mayor Crow posed the following questions:

**Q. Is my assumption that the logical connection to the deficit in the Solid Waste Fund created by the pension is attributable to a percentage of the pension costs for Solid Waste employees within Public Works, correct?**

A. (Mr. Williams) - It is allocated based on the employees.

**Q. Was the global actuarial change regarding age and life expectancy a major factor in the City's increase?**

A. (Mr. Rose) - The timing of the Actuarial Study resulted in some of the City's contributions to the Pension Fund not being credited. Those contributions will be added to the study conducted in May of this year. If you recall, I committed to keeping both pension funds 80 percent funded, and the contributions for this fiscal year, as well as next year, will reflect that commitment.

A. (Mr. Williams) - There are multiple reasons for changes in the total liability. The report provides multiple-year schedules related to the changes and additional information in the Required Supplemental Information, which are documented in various footnotes.

Mayor Crow thanked Mr. Williams for his presentation.

3. PC 21-01 – Approval of a Conditional Use Permit (C.U.P.) to accept and approve shared parking “Exceptions” for the proposed TruHotel Development.

Mr. Rose stated staff is recommending that Council approve a Conditional Use Permit for shared parking exceptions for the proposed TruHotel Development.

Mr. Cross stated the TruHotel came before Council for approval of a map amendment to the PD-C Zoning District and a Preliminary Plan for its mixed-use concept of a hotel and office complex.

E - 3 - 7

As part of that process, one condition suggested by the Plan Commission and adopted by Council was that they meet the 96-space parking requirement. The C.U.P. is required to make sure the applicant is consistent with 400.2130 Subsection D of the Zoning Code, which allows for an exception of reduced parking through the shared parking process. He stated the C.U.P. was presented to the Plan Commission who recommended approval of the additional 17 spaces on Parking Lot #4 at their January 2021 meeting.

Councilmember Cusick moved to approve, it was seconded by Councilmember Klein, and the motion carried unanimously.

**K. UNFINISHED BUSINESS**

- 1. BILL 9423 – AN ORDINANCE AMENDING CHAPTER 210, ARTICLE I OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO ANIMALS GENERALLY, BY ENACTING THEREIN A NEW SECTION TO BE KNOWN AS “SECTION 210.130 COMMUNITY CATS--MANAGEMENT OF CAT POPULATION--PERMITTED ACTS.”**

Bill Number 9423 was read for the second and third time.

Councilmember Cusick moved to approve, it was seconded by Councilmember Clay.

Mr. Rose proposed an amendment to Section 210.130.b.5 of the Ordinance which reads as follows:  
*"Trap, Neuter, Return shall be the preferred disposition of impounding community cats. Animal Control Officers and local animal shelters are authorized and encouraged to conduct trap, neuter, return, or to direct impound community cats to a Trap, Neuter, Return program, unless the cat is adopted."*

Mayor Crow stated the phrase, *"unless the cat is adopted,"* was added to address some of the concerns expressed to staff and Council.

Councilmember Cusick moved to approve the amendment, it was seconded by Councilmember Clay

Roll Call Vote on the Original Motion Was:

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

**Nays:** None.

Councilmember Clay asked if there was a measure staff or any member of Council would be able to use to determine the effectiveness of this program? Mr. Rose stated although staff has not established any performance measures, a standard way to determine its effectiveness would be by observing whether the number of community cats has increased or decreased. So, he could look to his Code Enforcement Officers to provide input on the City's community cat population. Councilmember Clay stated while he does not want to get staff involved in this process, this could be something the TNR organization, who probably has its own metrics related to effectiveness, could help with. Mr. Rose stated staff can reach out to TNR to determine the type of metrics they are using and respond back to Council.

Councilmember Klein stated general studies of TNR programs have shown that a good volunteer program can be more cost-effective than any other method.

Roll Call Vote on the Amended Ordinance Was:

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

**Nays:** None.

- 2. BILL 9424 - AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN FROM AND AFTER ITS PASSAGE, AND REPEALING ORDINANCE NO. 7129. Bill Number 9424 was read for the second and third time.**

Councilmember Klein moved to approve, it was seconded by Councilmember Cusick.

Roll Call Vote Was:

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

**Nays:** None.

## **L. NEW BUSINESS**

*RESOLUTIONS*

*BILLS*

*Introduced by Councilmember Hales*

1. **BILL 9425** –AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS “CROWN CENTER SUBDIVISION OF DELCREST” AND LOCATED AT 8348 – 8350 DELCREST DRIVE. Bill Number 9425 was read for the first time.

## **M. 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

Councilmember Clay posed the following questions related to the Public Hearing for Redevelopment Project Area #1:

**Q. Is this a continuation of Ordinance 9421 that was introduced on January 11th?**

A. Yes. Typically, the Public Hearing and Ordinance are presented at the same time, however, since he has recommended that Council not take any action on the Ordinance, the Public Hearing will actually be the final step in the rezoning process.

**Q. Is it correct that the standard procedure is to have the first reading of an Ordinance at one meeting, and then the second and third readings at the next meeting?**

A. That is correct.

**Q. Is it correct that Council is operating differently in this case because your conclusion is that Council should not act on the Ordinance until the Developer has the site under control?**

A. That is correct.

**Q. Will anything regarding this site change tomorrow morning as a result of the Public Hearing?**

A. There is no change that would impact any of the residents or businesses within RPA-1 as a result of the Public Hearing held tonight.

## **N. COUNCIL COMMENTS**

Councilmember Cusick announced that he and Councilmember Klein will be holding a 2nd Ward Zoom meeting on Wednesday, February 17th at 6:30 p.m. to discuss and gather feedback on the recommended bond projects presented at tonight's Study Session. Invitations will be sent out to residents on their mailing list, but anyone interested in attending should contact them by email. RSVPs are required and based on the response there could be a second meeting later.

Councilmember Clay stated he and Councilmember Smotherson will also be conducting a 3rd Ward Zoom meeting on Thursday, February 11th. Residents can participate via audio, by submitting comments in the Chat or an email prior to the meeting.

**O. EXECUTIVE SESSION**

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.

Councilmember Hales moved to close the Regular Session and go into an Executive Session, it was seconded by Councilmember Clay.

Roll Call Vote Was:

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

**Nays:** None.

**P. ADJOURNMENT**

Mayor Crow thanked everyone for their participation and closed the Regular Session of Council at 7:40 p.m. to go into a Closed Session. The Closed Session reconvened in an open session at 8:50 p.m.

LaRette Reese  
City Clerk



**LaRette Reese**

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**From:** Corrine Haskins <corrinehaskins1@gmail.com>  
**Sent:** Saturday, January 30, 2021 9:56 AM  
**To:** Council Comments Shared  
**Subject:** Questions for Plan Commission

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

Hello,

I received your letter in reference to the virtual public hearing. Although the letter is letting me know of a hearing it is not providing much information about the hearing. I have questions that I hope you can answer for me:

- Are all homeowners required to accept an offer in order for this plan to happen?
- What is the expected time frame that construction is to begin and end?
- In case a person does not want to move what provisions are available?

Corrine Haskins  
1133 N. McKnight Road  
University City, MO 63132

C: 314-708-9972



**From:** Corrine Haskins <corrinehaskins1@gmail.com>  
**Sent:** Saturday, January 30, 2021 10:07 AM  
**To:** Council Comments Shared  
**Subject:** Questions for Plan Commission

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

Hello,

I received your letter in reference to the virtual public hearing. Although the letter is letting me know of a hearing it is not providing much information about the hearing. I have questions that I hope you can answer for me:

- Are all homeowners required to accept an offer in order for this plan to happen?
- What is the expected time frame that construction is to begin and end?
- In case a person does not want to move what provisions are available?
- My home is paid off. How can you ensure that funds to purchase another home are enough for me to buy another home at equal or more value, is sentimental value involved in your analysis?
- Is there a monthly severance pay provided to homeowners on top of the money provided to buy the property, again my property is paid for and I may not want to move.

Corrine Haskins  
1133 N. McKnight Road  
University City, MO 63132  
C: 314-708-9972

3

**From:** jinnett anderson <sunraven24@hotmail.com>  
**Sent:** Thursday, February 4, 2021 3:23 PM  
**To:** Council Comments Shared  
**Subject:** Jinnett Anderson, 8632 Orchard Court, University City, MO 63132

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

Jinnett Anderson  
8632 Orchard Court  
University City, MO 63132

On June 9, 2020, I signed a Real Estate Option Agreement with U. City, LLC, granting it an option to buy my property at 8632 Orchard Court. This option lasted until September 30, 2020, the purchaser let the option expire without making me, or my attorney, any offer to extend it. Thereafter, before the purchaser sent any communication to me or my attorney about extending the option, Novus sent an email to the City Manager on October 15, 2020 requesting that the City Manager meet with me about Novus's need to purchase my home. We obtained this email through a freedom of information request. Since then, Novus has made a couple of half-hearted requests that I enter into a new Real Estate Option Agreement, but they continue to insist that I accept worse terms than the prior option- less money, less time for me to vacate the property, etc. I do not necessarily oppose this proposed re-zoning, but the City Council should understand that I have been continuously harassed by Novus about what they consider their absolute right to buy my property, on their terms, not mutually agreeable terms, and when my attorney responds to Novus, in what we consider to be a reasonable manner, Novus waits weeks before responding. Unless Novus is going to start conducting themselves in a professional manner that demonstrates that they are actually interested in acquiring my property and are capable of pulling off this development, the City Council should not allow Novus to continue this charade to the detriment of our community and a waste of your time.

Thank you,  
Jinnett Anderson

Sent from Mail for Windows 10

1062

1062

**From:** R&R Lacy <rrmmln18@gmail.com>  
**Sent:** Friday, February 5, 2021 3:28 PM  
**To:** Council Comments Shared  
**Subject:** comments for proposed redevelopment area public hearing PC 20-11

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

Richard Lacy  
1109 N. McKnight Rd.  
St. Louis, MO 63132

Regarding Proposed Redevelopment Project Area #1, Case Number PC 20-11.

As a voting constituent in the proposed rezoning area I am writing to inform you we are vehemently opposed to the proposed rezoning and redevelopment project. The City has completely failed to address any of the affected residents' concerns, let alone satisfactorily, with regards to lack of competing bids for the proposed project, finances for the project, addressing the projected increase of crime the project will bring and resulting need for increased police force, the increase of traffic especially along the residential McKnight Road and finally the how laws on your own books prohibiting this project until buildings are vacant.

The stated intent of this proposed project is to raise property values. A simple examination of recent area home sale prices indicates the property values have increased greatly in the past several years. While that rate of increase will not continue given the current administration's flurry of writing executive orders all willy nilly with no regard to the Constitution, people's wellbeing or market stability, the fact remains property values have gone up. The City must put an end to the redevelopment project as it has not satisfactorily addressed the concerns of its affected constituents.

**Elaboration:**

After the previous hearing on the proposed redevelopment project the City (one councilman anyway) stated they were just shopping to see what the values were. That is a very inappropriate conduct for an elected official and clearly shows they do not look out for their constituents' wellbeing. The lack of competing bids, especially for such a massive proposed project, is reckless and unacceptable.

Especially when the selected developer has a less than stellar record in the St. Louis area on other projects. Additionally, the use of eminent domain to remove people from their homes or remove existing business for commercial development is an abuse of City government's power. The Olivette development between 170 and Price Road took only one national retail business and seven homes. The other Olivette Olive Road developments are on vacant lots with the exception of one lot where the business were relocated a short distance away, no residential relocation. By contrast the proposed U. City redevelopment Phase One alone will displace not just one national retailer but over a dozen local businesses and restaurants and more than 10x the number of homes than the Olivette development.

U. City is and has been operating in the red. Yet the sales tax rate is higher than Olivette and property tax rate is in line with Olivette, Ladue and Clayton. Asking for deferred taxes from the businesses coming in from the proposed project is reckless. The existing residents and business cannot pay more taxes to make up for shortfalls, especially in this pandemic environment. The funding for this proposed project is simply not available.

The developer and City at a previous meeting dismissed the notion there would be increased crime from the proposed project. Lunacy. Big box stores experience much more theft than the current businesses do.



(5)

2 of 2

The big stores are also more frequent targets of carjackers (armed criminal action) than the current small businesses. And when more people are put into the same size area there will be more crime be it more theft or domestic disturbances.

This is now the third time I have brought up the McKnight traffic and I know neighbors are on record about it as well. The average speed on McKnight is close to 50% over the posted speed limit. When the radar sign showing "your speed" was put on the street it was set up near the stoplight at Olive and thus did not record any meaningful data.

Personal note: I was recently nearly rear ended after pulling onto the street when it was clear; a car came from behind at very high speed, went around into the oncoming traffic lane, and ended up sitting at the Olive stoplight three seconds later. I frequently observe 60 mph traffic on McKnight and occasionally see much higher.

There has also been a noticeable increase in heavy truck and of course [empty] Metro Bus traffic on McKnight in the past year. The proposed project will exacerbate this traffic issue. Even without the proposed project the City needs to work with the county on curbing the traffic and reckless driving on a residential road. I can think of several options, some are very easy and inexpensive to implement (hint: does not include speed bumps which are not allowed on public roads by Missouri law).

To reiterate: The City does not have the funding in place nor has it met its requirements for undertaking this redevelopment project and does not have its residents' and existing businesses best interests in mind with this proposed project. Voting against this proposed rezoning and redevelopment project is a necessity.

Respectfully,  
Richard Lacy



**From:** Roisin Halfar <roisin.halfar1@gmail.com>  
**Sent:** Sunday, February 7, 2021 8:48 PM  
**To:** Council Comments Shared  
**Subject:** Concerns for Public Hearing Case Number: PC 20-11 Monday Feb 8, 2021 6:30 PM

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

To Whom It May Concern

Hi, thank you for the notice; My name is Mrs. Roisin Halfar. I live at 8516 Richard Ave within the 500 ft. courtesy notice area.

May I please have a link so that I can virtually attend the hearing tomorrow evening?

Please send to

[roisin.halfar1@gmail.com](mailto:roisin.halfar1@gmail.com)

I would like to go on record about potential parking, general neighborhood safety and traffic concerns on Richard Ave.

Will there be disruption to my immediate neighborhood with building vehicles on my street?

We already have people speeding through using Richard Ave as a short cut to Page Ave.

How does University City propose to

put traffic control in place both during and after the new project is completed?

I would like to see speed bumps put in the avenues -of Elmore, Richard and Orchard adjacent to Woodson Road, extending East to 81st Street-

Thanks again for your attention,

Sincerely,

Mrs. Roisin Halfar

Home owner since 2001

I

Roisin Halfar RN, LMT

(7)

**From:** greghal@earthlink.net  
**Sent:** Monday, February 8, 2021 10:11 AM  
**To:** Council Comments Shared; Clifford Cross  
**Subject:** I need an invite to the virtual Public Hearing, Case Number PC 20-11, for Feb 8 at 6:30pm

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Good morning,

I am a long time resident of 15 years at:

Gregory Halfar  
8516 Richard Ave  
University City, MO 63132

Please email me an invitation to the virtual public meeting  
Public Hearing, Case Number PC 20-11  
Scheduled for Monday, February 8 at 6:30pm

"Considering the application by U-City and Novus Companies  
For the Zoning Map Amendment to rezone 31.79 acres  
For the proposed Redevelopment Project Area #1"

I am interested in what is the impact on my residence, particularly what will be the traffic and noise and the property tax effects on me.

Thanking you in advance,

Greg Halfar  
[greghal@earthlink.net](mailto:greghal@earthlink.net)  
314-910-1824

**From:** Meg Mannion <Meg.Mannion@cblproperties.com>  
**Sent:** Sunday, February 7, 2021 5:24 PM  
**To:** Council Comments Shared; bwaynesmotherson@gmail.com; Stacy Clay  
**Cc:** Julie Mannion; Meg Mannion  
**Subject:** NOVUS Development Comments for Meeting 2/8/2021

**Importance:** High

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

To the University City Council Members –

My name is Meg Mannion and I am a partner (along with other family members) in four properties on the southwest corner of Olive and 170 that Novus wants to acquire for their development. My husband, Mark, worked directly with Novus since the beginning of this project. After Mark's passing from cancer in November, I am left with trying to figure out the status of our empty buildings in addition to the debt service on those properties.

- Novus has allowed the contract for the Mannion properties to lapse as of the end of 2018 (to the best of my knowledge) and Novus has not discussed or negotiated in good faith or on any kind of continuing basis a renewal of the contract since it lapsed.
- The properties have remained vacant since the end of 2018 with the burden of paying real estate taxes, insurance, utilities and maintenance falling on the property owner without the ability to lease the properties in order to offset those expenses.
- Novus has not been communicative and it is not fair or reasonable to expect the property owners to hold their property off the rental market for such an indefinite period of time without an agreement with Novus for fair compensation during the pre-development/pre-acquisition period. In other Novus projects, some where they partially proceeded and some where they didn't - like Sunset Hills and Rock Hill, the commercial properties were either allowed to be leased with a kick-out/termination clause or Novus master leased the property.
- It is important to make sure the rezoning is not effective until such time as the property is sold. It is our understanding that this is a key issue. If the City rezones the property and Novus doesn't perform, then the industrial properties have the potential to become a non-conforming use and we could have a very difficult, if not impossible, time leasing the property as occupancy permits will not be issued to users who are not a permitted use under the new zoning.

Thank you for your consideration.

Meg Mannion  
314-420-0873

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**LaRette Reese**

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**From:** Meg Mannion <Meg.Mannion@cblproperties.com>  
**Sent:** Monday, February 8, 2021 11:14 AM  
**To:** Council Comments Shared  
**Subject:** RE: NOVUS Development Comments for Meeting 2/8/2021

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8 Fox Run Lane  
63131

Thank you!

**Meg Boyce Mannion** | Business Development Manager  
Advertising & Strategic Partnerships  
Direct: 314-288-2032 | Cell: 314-420-0873

CBL & Associates Properties, Inc. | West County Center  
80 West County Center, Des Peres, MO 63131  
[meg.mannion@cblproperties.com](mailto:meg.mannion@cblproperties.com)

**From:** Council Comments Shared <councilcomments@ucitymo.org>  
**Sent:** Monday, February 08, 2021 11:08 AM  
**To:** Meg Mannion <Meg.Mannion@cblproperties.com>  
**Cc:** Council Comments Shared <councilcomments@ucitymo.org>  
**Subject:** RE: NOVUS Development Comments for Meeting 2/8/2021

Warning: This email originated outside of CBL. Verify the email address (not just the display name) before exchanging emails, clicking links or opening attachments.

Good morning,

May I please ask for your address? A name and address must be provided with all comments.

Thank you in advance.

LaRette



**LaRette Reese**  
City Clerk  
City of University City  
6801 Delmar Boulevard  
University City, MO 63130  
P: 314.505.8605 | [www.ucitymo.org](http://www.ucitymo.org)

E - 3 - 19

10

LaRette Reese

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**From:** Gabe Angieri <gabe.angieri@gmail.com>  
**Sent:** Monday, February 8, 2021 12:03 PM  
**To:** Council Comments Shared  
**Subject:** Fwd: Case# PC 20-11 | Public Hearing Comments Submission

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

Submitted by:  
Gabe & Nichole Angieri  
University City Residents Residing at 8633 Mayflower, St. Louis, MO 63132

Dear University City Council Members:

My spouse, Nichole Angieri, and I have resided in University City for 15 non-consecutive years in total, and as homeowners on Mayflower Court where are raising our two children for the past 13 years. We love UCity and have identified it as the only municipality in St. Louis County that we would want to live.

We were caught off-guard (to say the least) when we received notice of this hearing to consider rezoning our single-family residential neighborhood to Planned Development - Mixed Use for the Novus development to say the least. We can't comprehend how the city, which has repeatedly and unquestionably asserted that it will not exercise eminent domain on residential properties, can consider this issue before Novus has made an offer to purchase our home.

As you may know recall, both Nichole and I have made public statements in support of this project for the past 3 years, and some to this very body, because we truly believe that it will be of benefit to this community and its residents. However, after having come to mutually-agreeable terms with Novus in 2018 and being ready and willing to execute the sale of our home with the firm for over 18-months, Novus ultimately failed to exercise its rights to purchase our home and has not made any subsequent offer or serious effort to come to terms with us since then.

This move to consider rezoning by the city is as unconscionable as it is premature, given that there are many homeowners without contracts or any terms agreed upon with Novus, and by moving forward with this process you are fundamentally undermining your residents' rights to self-determination and our ability to negotiate with a profit-motivated development company in good faith.

Though we are certainly disappointed and discouraged by their inability to execute contracts our family had agreed upon, which at the time were both fair and equitable, we do not fault Novus in this process because, as stated, they are only looking out for their financial well-being and little else can be expected of them. It's just business!

But, isn't the City Council vested in the financial, emotional, and physical well-being of its residents? Especially during a global pandemic that is already causing massive economic uncertainty? There aren't enough to describe how disappointed we are that this is even an issue. The City Council should stand by its residents rather than a private developer, and ensure that the interests of this community come first in determining this matter.

In the strongest possible terms, we urge this body to suspend this process and reconvene only when Novus can substantiate their ownership or rights to purchase ALL residential properties within Redevelopment Project Area #1.

Sincerely,  
Gabe & Nichole Angieri

E - 3 - 20

**From:** Adande Lane <aek.lane@gmail.com>  
**Sent:** Monday, February 8, 2021 11:45 AM  
**To:** Council Comments Shared  
**Subject:** Questions for NOVOUS & UCity Council

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

**What does this potential expansion mean for the activation timeline?**

**Many of us have been waiting in limbo for almost 3 years now regarding the outcome of this endeavor.**

My family has been in favor of this development from the beginning, with the anticipation that it would help revitalize the area and keep UCity competitive (or help it to become competitive) with the surrounding areas; however, it now feels as though UCity & Novous are incapable of coming to an agreement that is in the best interest of the residents.

Two years in a row we were expected to close our contracts with Novous and prepare to relocate. First it was getting the City Council to vote in favor of the development, then getting the anchor store to sign on, then the issue of the McNair building and now an expansion.

For older adults, the inability to make plans for their future is stressful and unsettling. For those with special needs or health concerns who determine their living situation based on proximity to certain service providers, the unfamiliarity of circumstances is stressful and unsettling. For young parents who are trying to set roots and establish patterns for their family. The uncertainty of school access or home affordability is stressful and unsettling.

Housing is a basic need the affected homeowners have attained SO the potential to uproot- should be handled with greater grace. It should be settled keeping in mind those who will be most affected--the current residents. It should be decided upon more quickly than what is happening here.

**So, What is the hard line where this project is activated or ended for good?** Your constituents are stressed and unhappy.

Respectfully,  
A resident of Mayflower Court

--

**Adande Lane**  
Founder | Director  
empowerSHE Network

## LaRette Reese

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**From:** Adande Lane <aek.lane@gmail.com>  
**Sent:** Monday, February 8, 2021 12:59 PM  
**To:** Council Comments Shared  
**Subject:** Re: Questions for NOVOUS & UCity Council

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

Thank you for your response. Please see my address below.

8609 Mayflower Court, 63132

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**Adande Lane**  
Founder | Director  
empowerSHE Network

On Mon, Feb 8, 2021 at 11:56 AM Council Comments Shared <[councilcomments@ucitymo.org](mailto:councilcomments@ucitymo.org)> wrote:

Good morning,

I am in receipt of your comments. May I please ask for your address? In order that your comments be made a part of the official record, a name and address must be provided.

Thank you in advance.

LaRette



**LaRette Reese**

City Clerk

City of University City

6801 Delmar Boulevard

University City, MO 63130



1/27/21

My Name Is Jeremiah Sullivan

I have Lived at 8637 Richard Court  
for Almost Forty Years. I've Stayed there  
because It's A Nice Quiet Court

I Work Nights And Usually Sleep until Noon.  
Just A couple Weeks Ago, Diana from Novas

Said "Most likely, your house won't be  
'Bought Out' until 6-18 Months after those  
on the Cul-de-sac ← this had never been  
discussed; much less Agreed Upon.

I love to Work In My Yard and listen to the Birds  
Nearby Bulldozers would Wreck that;

The Quality of my Life severely Impacted.

— Diesel Fumes... dust... dirt, maybe Even Asbestos  
Permeating My Breathing Air when houses  
Just 35 Yards from Mine Are Demolished

— OR... what If they Run Out of Money  
and this development Never goes beyond  
Initial development?? Then I'm stuck looking  
At A Retaining Wall for the Rest of my life

on the ugly Chopped-off Street... AND  
Get None of the Big Bucks Promised.

I partnered with Novus... yet they now  
won't Return Calls about Renewing Contract.  
which Expired December 17th

I eventually talked with Stacy Clay,  
who went to City Manager ← he apparently  
called Novus... They suddenly called me.  
Yet were Reluctant to Renew Contract,  
Now Mentioning they 'Needed Docking'.

— We've all heard about what happened  
to them in Sunset Hills, and their  
Rock Hill Project ended up a 1/2 actually done.

— I Would Not Hesitate to Seek legal help  
But I hope & pray we can resolve this ourselves

314-991-2169



## Council Agenda Item Cover

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**MEETING DATE:** February 22nd, 2021

**AGENDA ITEM TITLE:** One 2021 Dodge Charger Replacement Vehicle

**AGENDA SECTION:** City Manager Report

**CAN THIS ITEM BE RESCHEDULED?** No

**PREPARED/SUBMITTED BY:** Chief Larry Hampton

### **BACKGROUND REVIEW:**

The Police Department is requesting to replace a 2019 Ford Taurus that sustained heavy damage on April 29<sup>th</sup> of 2020.

The City received an insurance payout totaling \$35,802 dollars. This included the vehicle replacement and all equipment. The insurance settlement was placed in the City's General Fund.

The State of Missouri awarded a statewide contract that was competitively bid for passenger vehicles. The contract number is CC210416002. The vehicle with required accessories totals \$45,000. The remaining funds will be deducted from the UCPD Capital Improvement fund detailing fleet replacement.

### **RECOMMENDATION:**

City Manager recommends approval

### **Attachments:**

- Missouri Department of Transportation Notification of Statewide Contract – Passenger Vehicles: Current Model Year
- Equipment Listing
- Settlement Letter





STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

## NOTIFICATION OF STATEWIDE CONTRACT

October 28, 2020

CONTRACT TITLE: MODEL YEAR 2021 PATROL VEHICLES

CURRENT CONTRACT PERIOD:	October 28, 2020 through June 30, 2021	
RENEWAL INFORMATION:	Original Contract Period:	October 28, 2020 through June 30, 2021
	Renewal Options Available:	Roll-Over Extension Available
	Potential Final Expiration:	December 31, 2021
BUYER INFORMATION:	Jason Kolks (573) 522-1620 <a href="mailto:jason.kolks@oa.mo.gov">jason.kolks@oa.mo.gov</a>	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.

Local Purchase Authority shall not be used to purchase supplies/services included  
in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
CC210416001	4313370020 1 MB00089555	Don Brown Chevrolet 2244 South Kingshighway St. Louis, MO 63110 (314) 772-1400 (314) 772-5015 fax  <u>Contact:</u>  Dave Helterbrand – <a href="mailto:dave@donbrownchevrolet.com">dave@donbrownchevrolet.com</a>	No	Yes

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CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
CC210416002	4315457930 1 MB00094770	Lou Fusz Ford #2 Caprice Dr. Chesterfield, MO 63005 (636) 532-9955 (636) 519-8005 fax  <u>Contact:</u>  John Dolan – <a href="mailto:john.g.dolan@fusz.com">john.g.dolan@fusz.com</a>	No	Yes
CC210416003	4746580860 1/ MB00095149	Joe Machens Ford Lincoln 1911 West Worley Columbia, MO 65202 573-445-4411  <u>Contact:</u>  Kelly Sells – <a href="mailto:ksells@machens.com">ksells@machens.com</a>	No	Yes

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Issue Date	Summary of Changes
11/5/20	Update line item 23 price
10/28/20	Initial issuance of new statewide contract

**PATROL VEHICLES –MODEL YEAR 2021**  
**(Statewide)**

Contracts CC190367001 and CC190367002 have been established for the purchase of miscellaneous model year 2021 police package vehicles. These are law enforcement vehicles and their purchase must be intended for law enforcement use. Specific information on warranty, ordering and delivery terms follows. Vehicle specifications and prices, including options, are included herein.

**BRAND AND MODEL**

Contract Number	Brand	Model	Contractor
CC210416001	Chevrolet	Tahoe 2WD Pursuit Utility Vehicle	Don Brown Chevrolet
CC210416002	Dodge	Charger Pursuit All-Wheel Drive Sedan	Lou Fusz Ford
CC210416002	Dodge	Durango Pursuit All-Wheel Drive SUV	Lou Fusz Ford
CC210416002	Dodge	Durango Special Service Package Rear Wheel Drive SUV	Lou Fusz Ford
CC210416003	Ford	Police Interceptor Utility	Joe Machens Ford Lincoln
CC210416003	Ford	Expedition Special Services Vehicle	Joe Machens Ford Lincoln
CC210416003	Ford	Transit Van 250 AWD	Joe Machens Ford Lincoln
CC210416003	Ford	Transit Van 350 Dual Rear Wheel AWD	Joe Machens Ford Lincoln

**GENERAL INFORMATION**

The contractor shall provide Model Year 2021 Patrol Vehicles with all manufacturers' standard equipment and any additional equipment required by the State of Missouri on an as needed, if needed basis. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to provision of the patrol vehicles. The base price on contract shall include all mandatory requirements and specifications presented herein.

All items of standard equipment which are normally provided with each vehicle by the manufacturer shall be furnished unless such items are expressly omitted by the RFP specifications. Conversely, mandatory items that are considered non-standard by the manufacturer shall be provided as specified.

All options and/or accessories stated herein must be manufacturer's original equipment. Aftermarket options and/or accessories shall not be acceptable.

As applicable, all options must be factory installed.

**WARRANTY**

The manufacturer's standard factory warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the vehicle is delivered to and accepted by the state agency.

All warranty service must be performed in Missouri.

**ORDERING**

**NOTE TO STATE AGENCIES:** Prior to making a vehicle purchase, the state agency must complete a vehicle pre-approval form and submit it to Stan Perkins, State Fleet Manager. The pre-approval form can be found at the following website address:

<http://oa.mo.gov/general-services/state-fleet-management/vehicle-preapproval-process-and-vehicle-credits>

Once the state agency receives approval from the State Fleet Manager, the agency shall issue its own PGQ (Quick Price Agreement) order in SAMII or a requisition within MissouriBUYS. The contractor must not ship until they are in receipt of a hard copy purchase order.



**PATROL VEHICLES –MODEL YEAR 2021**  
**(Statewide)**

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**DELIVERY**

Delivery must be made between the hours of 8:00 a.m. and 12:00 noon or 1:00 p.m. and 4:00 p.m., Monday through Friday, holidays excepted.

Each vehicle shall be delivered with the proper form to apply for Missouri title and license including the Manufacturer's Statement of Origin and invoice.

Each vehicle shall be delivered with the owner's manual.

In the event the contractor fails to deliver the vehicle within the stated delivery days, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. In assessing the applicability of this provision, the State of Missouri will consider the degree of contractor responsibility in the delay.

**VEHICLE PREPARATION CHARGE AND DELIVERY CHARGE**

The vehicle preparation costs (line items 8, 15, 20, 24, 33, 40, 43 and 46) and the round trip per mile delivery charge (line item 47) shall only apply to public (cooperative procurement) entities and all other state agencies making purchases off the contract. These charges shall not apply to the Missouri State Highway Patrol.

**FINANCIAL RESPONSIBILITY**

The State of Missouri recognizes that dealerships may make financial arrangements that result in a finance company retaining a security interest in vehicles the State of Missouri purchases until such time as the dealership receives payment in full for those vehicles. The contractor shall understand and agree that a separate "Acknowledgement of Security Interest and Assignment" or similar document shall not be necessary and shall not be signed by the State of Missouri.

**SUBSTITUTIONS**

The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing.

In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.

Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing shall be the final authority as to acceptability of any proposed substitution.

Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing prior to the state acquiring the substitute item under the contract.

The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

**PATROL VEHICLES –MODEL YEAR 2021**  
**(Statewide)**

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**REPAIR OR REPLACEMENT OF DAMAGED PRODUCT**

The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to the State of Missouri. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the commodity and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the state. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

**NOTE: IF ANY OF THE ABOVE PERFORMANCE REQUIREMENTS ARE NOT MET AND/OR VEHICLE DELIVERED DOES NOT HAVE ALL NECESSARY EQUIPMENT, PLEASE CONTACT JASON KOLKS AT (573) 522-1620 OR [jason.kolks@oa.mo.gov](mailto:jason.kolks@oa.mo.gov).**

**PATROL VEHICLES – MODEL YEAR 2021**  
(Statewide)

Contract Number: CC210416001

Contractor: Don Brown Chevrolet

**Line Item 1**

UNSPSC Code: 25101702

**MAKE/MODEL: 2021 Chevrolet Tahoe 2WD 9C1 Pursuit Utility Vehicle**

**PRICE: \$34,931.00**

**EQUIPMENT INCLUDED IN PRICE**

- Heavy-duty cloth 40/20/40 split bench style seating 5 years or 100,000 miles (drive train)  
without center 20% section. Center section must be deleted. Power driver & front passenger seat adjusters.
- Third row seating deleted
- Full color keyed carpeting
- Manufacturer's first and second row color keyed carpeted mats
- Front license bracket
- Spotlight provision, left hand (driver side) with 6" LED spotlight
- Factory installed red/white overhead high intensity auxiliary dome lamp
- Grill lamp/siren speaker wiring for connection to agency furnished equipment.
- Horn/Siren wiring circuit for connection of agency furnished switch.
- Center Console wiring harness with auxiliary power outlet kit is required
- Radio Suppression Package
- Standard Production Solid Color Exterior (black, white, empire beige, graywood, midnight blue, satin steel, shadow grey) and Standard Interior Trim
- Fleet and Free Maintenance Credits applied

**AVAILABLE OPTIONS**  
(for line item 1)

**Line Item 2 – 4WD 9C1 Pursuit Option** **\$2,864.00**  
(Includes single speed transfer case)

**Line item 3 – Complete 40/20/40 cloth front bench seating** **NO CHARGE**  
**\*must state when ordering**

**Line Item 4 – Remove four (4) extra key keyless Entry Transmitters (not programmed)** **\$66.00**

**Line Item 5 – Black vinyl floor covering** **\$171.00**  
(delete carpet and carpeted floor mats) (credit)

**Line Item 5 – Remove Radio Suppression System** **\$83.00**

**Line Item 52: Miscellaneous Option/Features**  
\*\*for the purchase of options/features not specifically identified herein

**DELIVERY:** 80 days ARO

**WARRANTY:** 3 years or 36,000 miles (bumper to bumper)

**PREPARATION COST FOR COOPERATIVE PROCUREMENT MEMBERS & OTHER STATE AGENCIES**  
**(fee pertains to line item 1)**

**Line Item 8 – Preparation Cost** **\$895.00 per vehicle**  
Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

**Line Item 47 – Round Trip Per Mile Delivery Charge** **\$1.35 per mile**  
Total round trip per mile to deliver cooperative procurement and other state agencies vehicles if requested.

Vehicles will be delivered from 4501 Oleatha Ave St. Louis, Missouri.

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**PATROL VEHICLES – MODEL YEAR 2021**  
(Statewide)

**Contract Number: CC210416002**

**Contractor: Lou Fusz Ford**

**Line Item 9**

**UNSPSC Code: 25101702**

**MAKE/MODEL: 2021 Dodge Charger Pursuit All-Wheel Drive Sedan**

**PRICE: \$27,389.00**

**EQUIPMENT INCLUDED IN PRICE**

- 3.6 liter V6 gasoline engine
- All wheel drive
- Five (5) tires, 245/55R18 "W" speed rated (includes full-size spare)
- Five (5) 18" x 7.5" steel wheels (includes full-size spare)
- 18" Full Wheel Covers
- Spare tire relocation bracket
- Heavy-duty bucket seats, reinforced for increased support and covered with heavy duty cloth fabric; no center console; power adjusting driver seat
- Heavy-duty cloth bench rear seat
- Full carpeting front and rear
- Carpeted floor mats
- Front license bracket
- Factory spotlight provision, left hand with 6" halogen spotlight
- High intensity red/white auxiliary dome lamp wired and switched independently from standard dome lamp
- Standard production solid color exterior (billet, silver, indigo blue, max steel, black, white, granite, red) and standard interior trim
- Manufacturer's standard backup camera
- Police equipment mounting bracket located between front seats
- Officer Protection Package (blind spot, power, fold pursuit mirrors; exterior mirrors with heating element; ParkSense rear park assist system; blind spot and cross path detection; programmable system to alert officer when vehicle is

- approached from rear; intermotive modules shipped separately and installed by agency)
- Secure Park

**AVAILABLE OPTIONS  
(for line item 9)**

**Line Item 10– 5.7 liter V-8 Rear Wheel Drive \$1,843.00**  
(credit)

**Line Item 11 – 12.1 inch Integrated Display Pkg. \$2,240.00**

**Line Item 12 – Additional Key FOBS with \$150.00**  
Keyless Entry Transmitters (package of 4)

**Line Item 13 – Vinyl Floor Covering In Lieu of \$no cost**  
Carpet (deletes floor mats)

**Line Item 14 – Vinyl Rear Bench In Lieu of \$120.00**  
Cloth

**DELIVERY: 90-120 days ARO**

**WARRANTY: 3 years or 36,000 miles (bumper to bumper)**  
5 years or 100,000 miles (power train)

*\$128,484.00*

**PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES**  
(fee pertains to line item 9)

**Line Item 15 – Preparation Cost**

**\$1,095.00 per vehicle**

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

**Line Item 47 – Delivery Cost**

**\$1.50 per mile**

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from O'Fallon, Missouri.

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**PATROL VEHICLES – MODEL YEAR 2021**  
**(Statewide)**

**Contract Number: CC210416002**

**Contractor: Lou Fusz Ford**

**Line Item 16**

**UNSPSC Code: 25101702**

**MAKE/MODEL: 2021 Dodge Durango Pursuit AWD Sport Utility**

**PRICE: \$33,553.00**

**EQUIPMENT INCLUDED IN PRICE**

ENGINE: 5.7 liter V8 Gasoline, Heavy duty cooling system, Engine oil cooler

ALL WHEEL DRIVE: Two speed, electronically shifted transfer case

TIRES: Four (4), P255/60R18, Spare tire – P255/60R18

WHEELS: Steel wheels with chrome center cap

Includes full size spare

SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate, Each vehicle keyed differently, Factory installed keyless entry system with minimum of two (2) keyless entry key fobs

FRONT SEATS: Heavy duty cloth bucket seats, Power adjusting driver seat required

SECOND ROW SEATING: Heavy duty cloth fabric, 60/40 bench seat

THIRD ROW SEATING: None

FLOOR COVERING: Full carpeting, both front and rear

FLOOR MATS: Manufacturer's carpeted mats required

FRONT LICENSE BRACKET: Manufacturer's standard required

DRIVER SIDE SPOTLIGHT: Installed driver side 6" LED spotlight required, Includes spotlight wiring prep package

AUXILIARY DOME LAMP: Factory installed overhead high intensity red/white auxiliary dome lamp, Wired and switched independently from standard dome lamp

TOW PACKAGE: Factory installed tow package with class 4 receiver hitch and trailer wiring

SKID PLATE GROUP: Skid plates for fuel tank, transfer case, front suspension and underbody

SPOTLIGHT: Drive side spotlight installed, 6" LED

COLORS: Black, Billett, Dust Gray, Granite, Violet Red, Blue, White

**AVAILABLE OPTIONS**  
**(for line item 16)**

**Line Item 17 – 3.6 liter V6 gasoline engine**

**\$2,206.00**  
(credit)

**Line Item 18 – Vinyl in lieu of carpet**

**\$0.00**  
(credit)

**Line Item 19 – Optional vinyl second row seat**

**\$120.00**

**DELIVERY:** 90 - 120 days ARO, but after February

**WARRANTY:** 3 years or 36,000 miles (bumper to bumper)  
5 years or 100,000 miles (power train)

**PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES**  
**(fee pertains to line item 16)**

**Line Item 20 – Preparation Cost** **\$1095.00 per vehicle**

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractor's dealership is charged per vehicle.

**Line Item 48 – Delivery Cost** **\$1.50 per mile**

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from O'Fallon, Missouri.

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**PATROL VEHICLES – MODEL YEAR 2021**  
(Statewide)

**Contract Number: CC210416002**

**Contractor: Lou Fusz Ford**

**Line Item 21**

**UNSPSC Code: 25101702**

**MAKE/MODEL: 2021 Dodge Durango Special Service Package Rear Wheel Drive Sport Utility**

**PRICE: \$30,607.00**

**EQUIPMENT INCLUDED IN PRICE**

ENGINE: 5.7 liter V8 Gasoline, Heavy duty cooling system, Engine oil cooler

**Rear Wheel Drive**

TIRES: Five (four plus spare), Full size spare

WHEELS: Five (5), standard wheels, full size spare

Includes full size spare

Steel spare wheel is acceptable

FRONT SEATS: Heavy duty cloth bucket seats, Power adjusting driver seat required

SECOND ROW SEATING: Heavy duty cloth fabric, 60/40 bench seat

THIRD ROW SEATING: None

AIR BAGS: Manufacturer's Standard

FLOOR COVERING: Full carpeting, both front and rear

FLOOR MATS: Manufacturer's carpeted mats required

FRONT LICENSE BRACKET: Manufacturer's standard required

AUXILIARY DOME LAMP: Factory installed overhead high intensity red/white auxiliary dome lamp, Wired and switched independently from standard dome lamp

TOW PACKAGE: Factory installed tow package with class 4 receiver hitch and trailer wiring

BACKUP CAMERA: Manufacturer's standard backup camera required

COLORS: Black, Billett, Dust Gray, Granite, Violet Red, Blue, White

**AVAILABLE OPTIONS**  
(for line item 21)

**Line Item 22 – 3.6 liter V6 gasoline engine** **\$2,206.00**  
(credit)

**Line Item 23 – Driver Side Spotlight, 6" LED Installed** **\$545.00**

**DELIVERY:** 90 - 120 days ARO, but after February

**WARRANTY:** 3 years or 36,000 miles (bumper to bumper)  
5 years or 100,000 miles (power train)

**PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES**  
(fee pertains to line item 21)

**Line Item 24 – Preparation Cost** **\$1095.00 per vehicle**

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractor's dealership is charged per vehicle.

**Line Item 47 – Delivery Cost** **\$1.50 per mile**

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from O'Fallon, Missouri.



**PATROL VEHICLES – MODEL YEAR 2021**  
(Statewide)

**Contract Number: CC210416003**

**Contractor: Joe Machens Ford Lincoln**

**Line Item 25**

**UNSPSC Code: 25101702**

**MAKE/MODEL: 2021 Ford Police Interceptor Utility AWD**

**PRICE: \$33,873.00**

**EQUIPMENT INCLUDED IN PRICE**

ENGINE: 3.3 liter V6 direct injection engine, Gasoline, Heavy duty cooling system, Engine oil cooler  
ALL WHEEL DRIVE  
WHEEL COVERS: Manufacturers full wheel covers required  
REMOTE KEYLESS ENTRY SYSTEM: Remote keyless entry system with minimum of four (4) keyless entry key FOBs  
OUTSIDE REAR VIEW MIRRORS: Left hand and right hand power adjusting, Heated required  
FRONT SEATS: No center console  
REAR SEAT: Heavy duty cloth fabric rear bench seat  
FLOOR COVERING: Full carpeting, first and second rows  
FLOOR MATS: Manufacturer's carpeted mats required  
FRONT LICENSE BRACKET: Manufacturer's standard required  
SPOTLIGHT PROVISION/SPOTLIGHT, LEFT HAND: Left (driver side) factory spotlight provision, LED spotlight installed  
POLICE POWER PIGTAIL: Power pigtail harness required  
WIRING: Pre-wiring for grill LED lamp, siren and speaker  
COURTESY LAMP DISABLE: Courtesy lamp disabled when any door is opened  
AUXILIARY DOME LAMPS: Factory installed first row overhead red/white auxiliary dome lamp, Factory installed red/white overhead dome lamp in cargo area  
POLICE INTERCEPTOR HEADLAMP HOUSINGS: Includes LED wig-wag feature, Pre-drilled holes for side marker police use, Does not include LED installed lights  
TAIL LAMP HOUSING PREP PACKAGE: Factory installed tail lamp housing prep package required, Does not include LED installed lights.  
NOISE SUPPRESSION BONDS: Factory installed radio noise suppression bonding straps required  
GLOBAL LOCK/UNLOCK FEATURE: Door panel switches will lock/unlock all doors and rear lift gate  
REVERSE SENSING: Reverse sensing system required  
POLICE ENGINE IDLE FEATURE: Allows driver to leave the engine running and prevents unauthorized vehicle use  
UNDERBODY DEFLECTOR PLATE: Engine and transmission shield  
OBD-II SPLIT CONNECTOR: Allows up to two devices to be connected to the vehicle OBD-II Port

TRAILER TOW: Class III Trailer Tow Lighting Package(4-pin and 7-pin connectors and wiring)  
COLORS: Standard production solid color exterior and standard interior trim

**AVAILABLE OPTIONS  
(for line item 25)**

**Line Item 26 – 3.3 liter Direct Injection Hybrid Engine**  
**\$3,500.00**

**Line Item 27 – 3.0 liter V6 EcoBoost turbocharged engine**  
**\$4,300.00**

**Line Item 28 – Black vinyl floor covering**  
**\$20.00**  
(Deletes carpet and carpeted floor mats)  
(credit)

**Line Item 29 – Auxiliary air conditioning**  
**\$600.00**

**Line Item 30 - Standard wheel center caps in lieu of full wheel covers**  
**\$20.00**  
(credit)

**Line Item 31 - 18" painted aluminum wheels in lieu of standard steel wheels. Spare will remain steel**  
**\$470.00**

**Line Item 32 – Second row grey vinyl seating in lieu of cloth**  
**\$20.00** (credit)

**DELIVERY: 90-120 days ARO**

**WARRANTY: 3 years or 36,000 miles (bumper to bumper)  
5 years or 100,000 miles (drive train)**

**PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES**  
(fee pertains to line item 25)

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

**Line Item 47 – Delivery Cost**

**\$0.99 per mile not to exceed \$150.00**

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Columbia, Missouri.

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**PATROL VEHICLES – MODEL YEAR 2021**  
(Statewide)

**Contract Number: CC210416003**

**Contractor: Joe Machens Ford Lincoln**

**Line Item 34**

**UNSPSC Code: 25101502**

**MAKE/MODEL: 2021 Ford Expedition Special Services Vehicle**

**PRICE: \$37,370.00**

**ENGINE:** 3.5 liter V6 EcoBoost , Gasoline

**FOUR WHEEL DRIVE**

**FRONT SEATS:** Heavy duty bucket seats

Covered with heavy duty cloth fabric

No center console

6-way power adjusting driver seat required

**SECOND ROW SEATING:**

Heavy duty cloth fabric second row bench seat

**THIRD ROW SEATING:** None; Storage Bins

**FLOOR COVERING:** Vinyl floor covering

**FRONT LICENSE BRACKET:** Manufacturer's standard required

**COLORS:**

Standard production solid color exterior and standard interior trim

Colors will be selected after award

**DELIVERY:** 100-130 days ARO

**WARRANTY:** 3 years or 36,000 miles (bumper to bumper)  
5 years or 100,000 miles (drive train)

**OPTION PRICING FOR LINE ITEM 34:**

**Line Item 35 – Extended Length (MAX) Option** \$3,980.00  
(includes third row seating)

**Line Item 36 –Second row 40/20/40 vinyl seating** \$50.00  
in lieu of 40/20/40 cloth seating (state credit)

**Line Item 37 – Third row 60/40 cloth seating** \$810.00  
Deletes third row storage bins

**Line Item 38 – Factory installed running boards** \$400.00

**Line Item 39 – Heavy-duty trailer tow package** \$790.00  
(Includes 18" machined-faced aluminum wheels with painted pockets and 275/65R18 all terrain OWL tires in lieu of standard 17" steel wheels and tires (**standard length vehicle only, extended length (Max option) vehicle retains standard 17" steel wheels and tires**), Heavy-duty radiator, Integrated trailer brake controller, two (2) speed auto 4WD with neutral towing capability)

<b>PREPARATION COST FOR OTHER AGENCIES</b>
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The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles processed through the vendor's dealership:

**Line Item 40 – Preparation Cost for All Other State Agencies** \$1,095.00/vehicle  
& Cooperative Procurement Agencies  
(fee pertains to line item 34)

**Line Item 47 – Delivery Cost** \$0.99 per mile not to exceed \$150.00  
Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Columbia, Missouri.

**PATROL VEHICLES – MODEL YEAR 2021**  
(Statewide)

**Contract Number: CC210416003**

**Contractor: Joe Machens Ford Lincoln**

**Line Item 41**

**UNSPSC Code: 25101505**

**MAKE/MODEL: 2021 Ford Transit 250 Cargo Van AWD**

**PRICE: \$38,820.00**

**ENGINE:** 3.5 liter V6 EcoBoost, Gasoline

**ALL WHEEL DRIVE**

**WHEEL BASE:** 147.6"

**ROOF HEIGHT:** Medium – 100.8"

**CRUISE CONTROL:** Factory installed required

**AIR CONDITIONING & HEATING:**

Factory installed air conditioning

Integral heater and defroster

**ELECTRIC REAR WINDOW DEFROSTER:**

Manufacturer's standard required

**REMOTE KEYLESS ENTRY SYSTEM:**

Remoted keyless entry system with minimum of two (2)  
keyless entry key FOBS

**OUTSIDE REAR VIEW MIRRORS:**

Long arm, power adjusting with turn signals

Heated required

**FRONT SEATS:**

10-way power adjusting driver and passenger seat required

Dark Gray cloth fabric

**BLUETOOTH:**

Factory Installed Bluetooth hands-free, includes dual USB  
ports and 4" multifunction display

**SAFETY:**

Pre-collision and post-collision auto braking

Lane alert

**SIDE DOOR:**

Manual sliding passenger side door with fixed privacy glass

**REAR DOORS:** Dual rear doors with fixed privacy glass

**FOG LAMPS:** Front fog lamps required

**FUEL TANK:** Extended range 31-gallon fuel tank

**EXTERIOR UPGRADE OPTION:**

Chrome timed headlamps, three (3) bar grille with chrome  
surround, and full silver wheel covers

**AUXILIARY FUSE PANEL OPTION:**

Aux. fuse panel with interface connector, dual AGM  
batteries, and modified wiring system

**REAR POWER POINT:** 12 volt power point located in rear of  
vehicle

**FLOOR COVERING:** Vinyl floor covering

**FRONT LICENSE BRACKET:** Manufacturer's standard required

**WHEEL WELL LINER:** Black, Front

**PAYLOAD:** 9070 GVWR

**COLORS:**

Standard production solid color exterior and standard interior  
trim

Colors will be selected after award: Some color are \$200.00

**DELIVERY:** 100-130 days ARO

**WARRANTY:** 3 years or 36,000 miles (bumper to bumper)  
5 years or 100,000 miles (drive train)

**OPTION PRICING FOR LINE ITEM 41:**

**Line Item 42 – Two (2) additional key with FOBS**

\$600.00

**PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)**

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

**Line Item 43 – Preparation Cost for All Other State Agencies  
& Cooperative Procurement Agencies  
(fee pertains to line item 41)**

\$1095.00/vehicle

**Line Item 47 – Delivery Cost**

Total round trip per mile cost for contractor to deliver cooperative

\$0.99 per mile not to exceed \$150.00

procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Columbia, Missouri.

**PATROL VEHICLES – MODEL YEAR 2021**  
(Statewide)

**Contract Number: CC210416003**

**Contractor: Joe Machens Ford Lincoln**

**Line Item 44**

**UNSPSC Code: 25101505**

**MAKE/MODEL: 2021 Ford Transit 350 Cargo Van Dual Rear Wheel AWD** **PRICE: \$44,359.00**

**ENGINE:** 3.5 liter V6 EcoBoost, Gasoline

**ALL WHEEL DRIVE**

**WHEEL BASE:** 147.6"

**ROOF HEIGHT:** High – 110.1"

**CRUISE CONTROL:** Factory installed required

**AIR CONDITIONING & HEATING:**

Factory installed air conditioning

Integral heater and defroster

**ELECTRIC REAR WINDOW DEFROSTER:**

Manufacturer's standard required

**REMOTE KEYLESS ENTRY SYSTEM:**

Remoted keyless entry system with minimum of two (2)

keyless entry key FOBS

**OUTSIDE REAR VIEW MIRRORS:**

Long arm, power adjusting with turn signals

Heated required

**FRONT SEATS:**

10-way power adjusting driver and passenger seat required

Dark Gray cloth fabric

**SIDE DOOR:**

Manual sliding passenger side door with fixed privacy glass

**REAR DOORS:**

Dual rear doors with fixed privacy glass

**FOG LAMPS:** Front fog lamps required

**FUEL TANK:** Extended range 31-gallon fuel tank

**EXTERIOR UPGRADE OPTION:**

Chrome timed headlamps, three (3) bar grille with chrome surrounds

Colors will be selected after award

**AUXILIARY FUSE PANEL OPTION:**

Aux. fuse panel with interface connector, dual AGM batteries, and modified wiring system

**REAR POWER POINT:**

12 volt power point located in rear of vehicle

**FLOOR COVERING:** Vinyl floor covering front and rear

**FRONT LICENSE BRACKET:** Manufacturer's standard required

**WHEEL WELL LINER: Black, Front**

**PAYLOAD:** 9,950 GVWR

**COLORS:**

Standard production solid color exterior and standard interior trim – Some colors are \$200.00.

**OPTION PRICING FOR LINE ITEM 44:**

**Line Item 45 – Two (2) additional key with FOBS**

\$600.00

**PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)**

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

**Line Item 46 – Preparation Cost for All Other State Agencies  
& Cooperative Procurement Agencies  
(fee pertains to line item 41)**

\$1095.00/vehicle

**Line Item 47 – Delivery Cost**

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

\$0.99 per mile not to exceed \$150.00

Vehicles will be delivered from Columbia, Missouri.



**PATROL VEHICLES – MODEL YEAR 2021  
(STATEWIDE CONTRACT)**

**State of Missouri  
Office of Administration  
Division of Purchasing and Materials Management  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product Purchased (include Item No's., if available):** \_\_\_\_\_

**Rating Scale:** 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

<b>Product Rating</b>	<b>Rate 1-5, 5 best</b>
Product meets your needs	
Product meets contract specifications	
Pricing	

<b>Contractor Rating</b>	<b>Rate 1-5, 5 best</b>
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

**Comments:** \_\_\_\_\_

**Prepared by:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Agency:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

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

**Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:**

Office of Administration  
Division of Purchasing  
301 West High Street, RM 630  
PO Box 809  
Jefferson City, Missouri 65102  
**You may also e-mail form to the buyer as an attachment at**







Western Claim Service Center  
2155 W. Pinnacle Peak Road  
Phoenix, AZ 85027  
O: (800) 252-4670  
F: (800) 664-0987  
E: USAutoClaims@chubb.com

Mailing Address  
P.O. Box 42065  
Phoenix, AZ 85080

June 29, 2020

City Of University City  
Attn: Tom Brushwood  
6801 Delmar Blvd.  
University City, Missouri 63130-3104

Re: Insured Name: City Of University City  
Policy Number: 35834219/0129  
Claim Number: 047520010487  
Date of Loss: 04/30/2020  
Cause of Loss: Property Damage  
Driver: Christopher Ferlis  
Vehicle: 2019 Ford Taurus Police Interceptor  
VIN: 1FAHP2L81KG108090  
Writing Company: Federal Insurance Company

Dear Mr. Brushwood:

Your company vehicle has been rendered a total loss. The Actual Cash Value for your vehicle was obtained by using the CCC Valuation per State Regulations. The Actual cash value of your vehicle is **\$16,256.00**. The damages to the vehicle make it economically impractical to repair.

Here are the details of how we arrived at your settlement:

Actual Cash Value:	\$	16,256.00
Sales Tax 4.225%:	\$	686.82
Title:	\$	14.50
Registration	\$	6.00

---

Gross Total:	\$	16,963.32
Less Deductible:	\$	-2,500.00

---

**Settlement Amount: \$ 14,463.32**

Upon receipt of the clear, signed title, I will issue the SETTLEMENT AMOUNT. Please also mail any spare keys to the vehicle.

The title is a legal document, therefore we must have the original signed title (sign on the Seller Signature Line) in order to transfer the vehicle out of your name and sell as salvage. As long as the title is still in your name, you are still responsible for all State Taxes and Registration Fees owed on the vehicle.

Chubb Insurance guidelines & State Law are that we CANNOT make payment until the original documents are received in the mail along with any spare keys.

Please mail the original signed title paperwork to:  
Regular Mail: Overnight Mail:

Chubb Insurance  
PO Box 42065  
Phoenix, AZ 85080

Chubb Insurance  
2155 W. Pinnacle Peak Road  
Phoenix, AZ 85027

Please put the mail to the attention of Bess Coin and include our Claim# [047520010487](#).

We are currently in a paperless environment and are using direct deposit (EFT) as the primary method of issuing payments. This allows you to receive your payment without delay directly into your account. I will be sending you a copy of the payment with the transaction number and summary of the payment, so you have that for your records since you will not be receiving a check. What email address would you like the consent form and banking request information sent to?

Additionally, it is imperative that you have your belongings & license plates removed (if transferrable) from the vehicle, leave the keys with the vehicle and advise the shop/tow facility that it is OK for Chubb to pick up the vehicle.

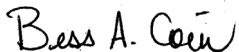
Please understand the shop/tow facility will be charging daily storage. It is imperative that this vehicle be released as soon as possible to mitigate the up-front expenses. Chubb will only absorb 3 additional days from the date of this letter. Any additional charges will become the owner's responsibility.

If you have a lien on your vehicle, you must provide that information to me. The lien holder name, telephone number and account number must be provided so I may contact them for a payoff of the loan/lease.

Once the settlement check for your total loss claim has been issued, please contact your agent to remove the vehicle from your policy.

If you have any questions, please call me at 1-800-252-4670, option 3, extension 2396 or email us at [USAutoClaims@chubb.com](mailto:USAutoClaims@chubb.com).

Sincerely,



Bess A. Coin  
WCSC Total Loss Claims Examiner

Attachment

cc: DANIEL AND HENRY COMPANY THE



## Council Agenda Item Cover

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**MEETING DATE:** February 22, 2021

**AGENDA ITEM TITLE:** Mannequins On The Loop FY21

**AGENDA SECTION:** Consent

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

**PREPARED/SUBMITTED BY:** Clifford Cross, Director of Planning & Development

### **BACKGROUND REVIEW:**

At the upcoming City Council meeting, staff will be requesting City Council approval to earmark previously approved funding for the Mannequins ON The Loop event. Specifically, the Mannequins On The Loop event was recommended for approval by The Economic Development Retail Sales Tax Board and approved by City Council as part of the FY20 budget.

However, due to Covid-19, the event was unable to take place due to the various restrictions associated with the pandemic which resulted in the originally approved \$21,000 not being utilized in FY20. As a result, the organizers have requested reallocation of the originally approved \$21,000 for FY21 to move forward with the event. Therefore, staff is requesting the earmarking of the originally approved \$21,000, from Economic Development Retail Sales Tax fund reserves, to fund the program and transfer these approved funds into account number 11-45-78-6040 to fund the program.

### **RECOMMENDATION:**

The City Manager recommends approval of the funding earmark.



## **#2 Applicant /Organization background**

### **Describe the applicant/organization history and mission:**

**Mission:** To bring awareness about the importance of recycling, to provide a pathway to the arts through self-expression, exposure, growth, guidance, and education.

**History:** The Mannequins on The Loop was created in 2009 to bring awareness of going GREEN! Artists and designers compete by using recyclable and sustainable materials aligned on the streets of the Delmar Loop. Founders Audrey Jones and Dorothy Davis vision and goals behind this project is to help market the Loop businesses, expose artists and designers of their artistic talents, beautify our community, increase visitors to our city, and to educate future generations. In the past, a portion of our proceeds and donations solicited from various merchants and private donors have been donated to several art organizations, such as COCA, RAC, Loop Trolley, Craft Alliance, and University City High School Art Department. In 2018, The Mannequins on The Loop created the Dorothy Davis Art/Fashion Scholarship which awarded four graduating seniors from University City High School pursuing studies in Art/Fashion. This annual project receives support from Loop Special Business District, Arts and Letters Commission, University City Public Library and the entire community.

**Describe the Applicant Program/Activities:** The Mannequins on The Loop annual project have over 20 mannequins aligned on the streets of the Delmar Loop for 3 weeks kicking off the **SUMMER HOLIDAYS!** Application to adorn/sustain mannequin (guidance)

Informational Session-Service - Professional speaker to educate contestants on clean recycling and awareness

Informational Session-Service - Pre and post sessions with students

Informational Session-Service - Preparing students for interviews, selecting college courses, dress attire, early registration preparation - DD Scholarship class

Travel to various art venues to seek new talent (art venues/local and out-of-state)

Seek Loop merchants to participate

Provide benefits to participate/recycling awareness/phone/in-person interviews/emails/follow-up

Locate mannequins (travel to retail outlets)

Locate and secure locations for kickoff/finale events

Recruit and interview judges

Meet with Arts and Letters Commission (project approval)

Meet and obtain city compliance (Right-Of-Way approval)

Trolley Approval

Press Release (All news venues)

Contact various news outlets (Fox, NBC, ABC, KPRL, and STLTV)

Social Media (Website, Instagram, Facebook, Contestants Q & A)

Loop Business Bucks (Contestants and merchants promote businesses through social media)

**Support from the Organizations:** Letters of Recommendation from University City Public Library, Patrick Wall, Which-Wich Superior Sandwiches on the Delmar Loop, Neelam Khurana, and Garrie Burr, President of Arts and Letters Commission

**#3 Programs or Project Summary/description of the Program or Project:** Mannequins on The Loop is an annual competition that seeks talented artists and designers to team up with local merchants to adorn a mannequin using recyclable materials to be displayed for 3 weeks on the Delmar Loop. The call for artists/designers begins in November of the prior year through various forms of advertising and marketing, such as Critical Mass, Social Media, (Facebook, Instagram and email), print etc. We travel to various art venues such as colleges, universities, museums, art galleries, art fairs, and art exhibits to seek new talents. Artists/designers are interviewed and required to submit their artwork for review. New merchants in the Delmar Loop are recruited annually for this project. The recruitment efforts involves, walking the Loop, meeting with individual store owners, talking about the benefits of participating, phone calls, emails, follow-up and sign-up. We travel to various retail outlets to replenish our inventory. We seek qualified judges are recruited from local colleges, universities, and museums that have the knowledge and expertise in the field of art/fashion. **Mannequins Kick-Off:** This is a very unique and important part of the process. The mannequins are delivered and assembled where they are visually displayed for the public to see on the Delmar Loop! Artists/designers have the opportunity to meet other contestants. An informational session (Q A) is held to help educate everyone on how to obtain, apply, and sustain recyclables during the adorning process. Refreshments are served. Artists/designers have the opportunity to select their mannequin for the competition. **Mannequins Display:** Artists/designers are given an assigned time and location to have their mannequin displayed on the Delmar Loop. Each mannequin must be assembled and secured in the proper location. This generally takes the right precision and construction tools. **Mannequins Finale:** Mannequins are dis-assembled and moved from their assigned location, and re-assembled for the public viewing at the finale event. The finale is a Green Carpet Event that includes personal interviews by local TV personality to be shown on STLTv. First Place, Second Place, Audience Favorite (public voting), and Loop Business Bucks (est. 2019) will be announced. The Loop Business Bucks (public voting) is a social media contest for artists/designers to solicit votes from the public for their favorite Loop businesses. The Loop Business Bucks winners are required to support the businesses in the Delmar Loop. The other important component of the **Mannequins Finale** is related to the Dorothy Davis Art/Fashion Scholarship awarded to three University City High School students. We host an informational session to educate students/family members on the importance of receiving a scholarship, how to meet their educational goals, dress attire, how to be interviewed on TV, photo-ops,

We need EDRST funds to advertise and market both regionally and nationally to bring more diverse and talented artists/designers to participate in this annual competition, visitors and to bring awareness of going GREEN! The diversity of our contestants (Kirkwood, Webster Groves, Wildwood, Chesterfield, St. Charles, Memphis, Kansas City, and Las Vegas) is important to our entire community. This project generates awareness of who we are and what our community represents a Neighborhood to the World! Therefore, as we broaden our scope in our mission, educating the next generation is very important to us. Providing three scholarships to students graduating from University City High School is a commitment to giving back.

**Goal:** Provide awareness on going Green, using recyclables in a responsible manner, help market the loop merchants, expose artists and designers, beautify our community, educate our generation, and increase visitors to our city.

**Objective:** Seek artists and designers through advertising and social media; provide the benefits to new and participating merchants; adorn over 20 mannequins to be aligned on the streets of Delmar for 3 weeks; increase exposure and visibility through each participating contestant; Audience Favorite and Loop Business Bucks Awards generate increase social media exposure for the merchants. Provide three \$2,500 scholarships to graduating University City High School students, pursuing a major in Art/Fashion.

**Project Meets City Plans:** This annual project continues to help expose, enhance and support the Loop businesses in University City:

Attract artistic talent from regional and national sources

Social media exposure from all stakeholders (contestants, merchants, and community) to highlight and bring awareness to support The Loop

Businesses are associated with each contestant

Advertising and marketing will highlight the Loop businesses (brochures, banners, flyers, tee-shirts, social media, magazines, newspapers, signage, backdrop, and television)

**\*Describe the number of part-time and full-time jobs to be created by the specific request and average wages for these jobs.**

Create 10 part-time jobs with the average wage of \$25.00 per hour

**Define the expected outcome of this project, milestones and how the project success will be measured.**

Each year our goal is to continue to educate the broader community on going GREEN! This project continues to seek talented artists/designers to participate in this competition to adorn mannequins out of recyclable materials that will provide the utmost artistic and competitive edge. This will be the 12<sup>th</sup> year for this project, involving artists/designers from various and unique backgrounds such as fashion, sculptures, set-designers, production artists, painting, fine arts, etc. The goal of the project is to seek 50 artists/designers to compete for First Place, Second Place, Audience Favorite Competition (public voting), and Loop Business Bucks (public voting). The Loop Business Bucks was implemented in 2019 to help support businesses in the Loop. Winners are required to spend their winnings at the participating businesses. We have reached over 150,000 local and out-of-town visitors through social media, advertising and marketing efforts, such as (STL Magazine, St. Louis American, and STLTV). This project educates the artists/designers, UCHS students, and the entire community on the importance of recycling and sustainability to decrease land-fill waste. Arts and Letters Commission approved the Mannequins on The Loop Project to be featured in the University City Calendar in 2020! Every household in University City will see the amazing mannequins and the message of **going GREEN and SAVING MOTHER EARTH and eventually having a plastic bag free community. UNIVERSITY CITY CAN DO THIS!**

**The kick-off for this event is held around Earth Day! A day to remember what our responsibilities are to Mother Earth!**

**UNIVERSITY CITY HISTORY OF RECYCLABLES/GOING GREEN**

University City has been on the cutting edge of recycling. Over 25 years, our community has been finding ways to conserve energy, to be responsible citizens and good steward to Mother Earth. We have gone from eliminating plastic bags to having reusable dumpsters, from collecting magazines and newspapers in a small plastic bend, to having a dumpster to collect all recyclable materials, collecting fall leaves and converting them to compose! University City is now offering a bi-annual Recycling Day Program! And now we have a Trolley that will travel from University City to the History Museum which will provide the clean air and eliminate emission fumes and odors!

**Global Responsibility**

1. Community Awareness
2. Community Responsibility
3. Community Recyclable and Art = Mannequins on The Loop Project

**Project Location:** Provide 50 mannequins to be aligned on the streets of Delmar Blvd.

**Project Timetable:**

November January - Recruit new contestants

April - Kickoff for artists/designers at a participating restaurant

May - Mannequins mantle for street display - 7 a.m. - 7 p.m.

June - Finale Red Carpet Event hosting at a participating business



**Total Budget: \$36,250**

**Amount of funding requested from EDRST: \$21,000**

Recommend: Multi-Year

<b>Direct Cost:</b>	<b>EDRST Funds</b>	<b>Applicant's Cash Funds</b>	<b>Applicant's Non-cash Funds</b>	<b>Total</b>
Advertising/Marketing	\$21,000	\$5,250	Sponsors/Volunteers \$10,000	\$36,250
Scholarships				
Education Programs				
Signage				
Monetary Cash Prizes				
Photographer				
Printing				
Tee-Shirts				
Materials				

**Indirect Cost:**

General Office Expenses  
Update contracts  
Business Insurance  
Secure Judges

**Other Funds:**

**\*Create 10 part-time jobs with the average wage of \$25.00 per hour for 20+ Mannequins**

- Preparing Mannequins for **Kick-Off**: Paint, assemble and re-assemble, drop-off mannequins for contestants to pick-up
- Build and paint platforms
- Deliver platforms and concrete blocks to each mannequin location on the Loop for installation
- Mantle mannequin to platform (screw/nail/wire)
- Attached Contestant Signage
- Monitor each mannequin 3 x per day for 3 weeks (63 days of overseeing mannequins) for public viewing
- Preparing Mannequins for **Finale**: Dis-assemble, and transport each mannequin to the finale location and re-assemble each mannequin for public view
- Set-up, refreshments, prepare certificates of awardees, clean-up
- Dis-mantle mannequins to sort and dispose recyclables to University City Recycling Center
- Load and dis-assemble platforms for storage
- Re-assemble mannequins for storage
- Green Carpet/Backdrop set-up and breakdown

**Information In-Service Scholarship Recipient Interview Preparation:**

- Meet with scholarship recipients and parents virtually
- Prepare students for interviewing Q & A on the Green Carpet
- Dress attire preparation -Students and Family Member(s)
- Follow-up with scholarship recipients and University City School District to make sure funds have been distributed to their appropriate institutions.

**Delmar Loop Store Merchants Participation:**

Avalon Exchange-10 years

Blueberry Hill-10 Years

Craft Alliance-9 Years

Fitz's - 1 Year

Moonrise Hotel-10 Years

Pin-Bowl -1 year

Plowsharing Crafts-10 Years

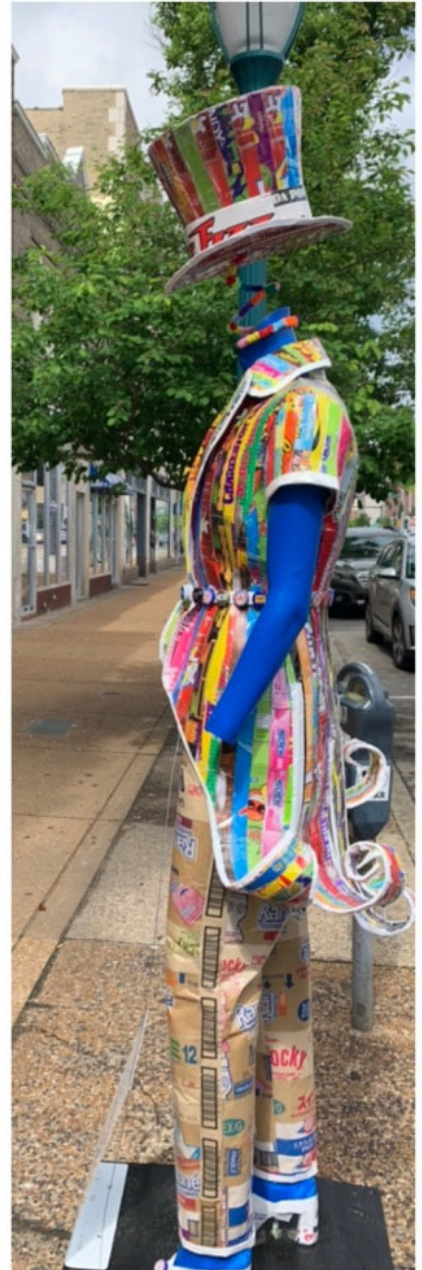
Salt & Smoke - 3 Years

Subterranean Books-10 Years

University City Library -8 Years

Vintage Vinyl-10 Years









## MANNEQUINS ON THE LOOP

Mannequins Adorned out of Recyclable Material  
2019 Winners

1st Place  
Christine A. Holtz  
Representing  
Rocket Fizz

2nd Place  
Kelli Schaefer  
Representing  
Fitz's

Audience Favorite  
Aileen Woods  
Representing  
Pin-Up Bowl

**Loop Business Bucks Winners**

1st Place  
Pin-Up Bowl

2nd Place  
Which Wich

3rd Place  
Fitz's

Dorothy Davis Art/Fashion Scholarship  
University City High School Class of 2019

errico Garrett

Courtney Taylor

Autumn White

**Call for Artists & Designers 2020**  
For more information about this project or if you want  
to be a sponsor, please contact  
**Audrey Jones/Dorothy Davis**  
[www.mannequinsontheloop.com](http://www.mannequinsontheloop.com)  
[figuredesignsllc@gmail.com](mailto:figuredesignsllc@gmail.com)  
#mannequinsontheloop  
Mannequins on The Loop

## BEST DOCTORS

How Much Progress Has Ferguson Made?

## MANNEQUINS ON THE LOOP

Mannequins Adorned out of Recyclable Materials  
2019 Winners

1st Place  
Christine A. Holtz  
Representing  
Rocket Fizz

2nd Place  
Kelli Schaefer  
Representing  
Fitz's

Audience Favorite  
Aileen Woods  
Representing  
Pin-Up Bowl

**Loop Business Bucks Winners**

1st Place  
Pin-Up Bowl

2nd Place  
Which Wich

3rd Place  
Fitz's











To Whom It May Concern:

The annual Mannequins on the Loop Project by Figure 8 Design continues to be a valuable part of University City's Delmar Loop. Not only does the event reflect the tradition of supporting the arts and artists for which our community is often noted but it also enhances the attraction of the Loop to visitors from all over the area.

The mannequins appearance is a seasonal and welcome surprise for visitors. A permanent exhibit can often fade into the environment after a period of time. The temporary nature of these pieces makes their up-time more precious and attractive.

Also important to the community is Figure 8's requirement of using recyclable materials for the designs. This not only helps educate our visitors and citizens on the need to 'be Green' but it also mirrors University City's own efforts to improve and expand the proper recycling of waste in our area.

Giving local artists a voice and a chance to show their sense of style is always a commendable effort which should be continually supported, but in the last few years it's been heartening to see the project also attract younger artists from the high school. Giving these students a platform ensures the art in University City will not just be something historical and in the past, but something that will continue on into the future.

As a member of the Municipal Commission on Arts & Letters of University City, president the last few years, and chair of the long-running Public Art collaboration between Washington University and University City, I can report that Figure 8's Audrey Jones has come to our organization every year for our permission and has always received a unanimous vote of 'Yes'. I hope that your group will do the same.

Sincerely,

Garrie Burr  
750 Kingsland, 1-S  
University City, MO 63130  
grburr@gmail.com





To Whom It May Concern

This is to state that Which Wich superior sandwiches has participated in the Mannequins on The Loop Project for the past three years. It's a wonderful program for the Loop Business district as it not only brings increased traffic to the area during the time that the mannequins are displayed, it also helps the participating business to showcase themselves in a creative and artistic way through the eyes of our talented artists. We are thankful to Audrey Jones and Dorothy Davis for having started this unique art exhibit that brings the local artists, merchants, and the community in the Delmar Loop together and for working so hard to keep this annual program going for 12 years now. We fully support this program and hope that this will continue for years to come.

Neelam Khurana,  
Owner, Which Wich Superior sandwiches,  
6662 Delmar Blvd, U.City, 63130.  
Ph: 314-899-0999

## University City Public Library

9/4/2019

To the members of the Economic Development Retail Sales Tax Board,

The University City Public Library would like to write in support of the Figure 8 Designs' Mannequins on the Loop project. When the Mannequins on the Loop display is underway in May and June and the mannequins are on display throughout the Loop, Library staff field questions and hear comments from Library patrons and visitors about the mannequins. It has always seemed a positive display which draws people out to the Loop.

Additionally the Library has been very happy to host and display the winning mannequin each of the last several years. Our patrons enjoy having the winning mannequin here, and people do come here seeking it out. We believe this project benefits the Loop and University City as a whole.

Sincerely,



Patrick Wall  
Library Director

6701 Delmar Blvd., University City, Missouri 63130, Phone (314) 727-3150  
Fax (314) 727-6005



## Council Agenda Item Cover

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**MEETING DATE:** February 22, 2021

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

**AGENDA SECTION:** Consent Agenda

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

**PREPARED/SUBMITTED BY:** Sinan Alpaslan, Director of Public Works

### **BACKGROUND REVIEW:**

In October 2020, staff applied for a St. Louis Jefferson Solid Waste Management District Grant for the following:

- Funding for educational material:
  - o Acceptable/Unacceptable materials in Recycling
  - o Recycling options beyond curbside Recycling
  - o Waste reduction education and outreach
- Funding for an intern to assist in developing and distributing the educational materials, updating waste reduction/recycling information on the website and social media, and gathering data on recycling curbside and at the Recycling Drop-Off Area.
- Funding for recycling carts

The City was awarded \$45,000 for the items listed above. A financial agreement is required for signature to utilize the funds allocated.

### **RECOMMENDATION:**

City Manager recommends that the City Council authorize him to sign the agreement.

### **ATTACHMENT:**

St. Louis-Jefferson Solid Waste Management District Financial Assistance Agreement



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 Carts and Education Program** in accordance with the timetable set forth in the Scope of Work.

1. Disbursement of funds hereunder up to a maximum of **\$45,000.00** 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.

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

3. The Agreement between District and Recipient includes this Agreement and Attachments and Exhibits hereto, the Request for Proposals issued August 3, 2020 and Recipient’s Application. If there is any conflict between such documents, this Agreement and the Attachments and Exhibits hereto shall prevail.

4. 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.

5. 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**

**Eric Larson, Chairman**

By \_\_\_\_\_  
Chairman, Executive Board

\_\_\_\_\_  
Date

**Gregory Rose, City Manager**

By \_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Date

## ATTACHMENT A

### Scope of Work

The purpose of the "Recycling Carts and Education Program" project is to increase recyclable materials collection and decrease contamination through education outreach postcard mailings and the purchase of 95-gallon recycling roll carts. .

- 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 the Agreement is returned to the Recipient.
  2. 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. University City will utilize a competitive bidding process, in accordance with the District's bidding and purchasing procedures, to solicit bids for the 95-gallon recycling roll carts and educational postcards within 60 days from the date that the Agreement is returned to the Recipient.
  4. University City will purchase, in accordance with the District's bidding and purchasing procedures, the 95-gallon recycling roll carts and educational postcards from the bids received within 120 days from the date that the Agreement is returned to the Recipient.
  5. University City will begin utilizing the 95-gallon recycling roll carts and educational postcards within 180 days from the date that the Agreement is returned to the Recipient. University City shall also maintain data on the types and amounts of materials that are collected and provide that information in each quarterly report, including cumulative totals, submitted to the District, as well as the final report.
  6. The roll carts 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 equipment 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.
  7. University City 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.
  8. University City shall also maintain data on the types and amounts of materials that are being collected, processed and transported by using the roll carts, 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 grant and security agreement.
  9. 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.
  10. 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 utilized for their production.

11. The logos of both the St. Louis-Jefferson Solid Waste Management District and the Missouri Department of Natural Resources must appear on all materials produced in any media in conjunction with this project.
  12. University City will provide quarterly 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, as well as documentation of all project expenditures. Reports shall begin to be due 105 days after the date 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.
  13. 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 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, site improvements or equipment have 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 and its effectiveness in the on-going program for which the equipment or site improvement 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. Jenny 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.

SUMMARY

	Sub-categories	Grant Funds Awarded	Match Funds Provided	District & Match Funds
A	Personnel	\$ -	\$ 7,499.10	\$ 7,499.10
B	Equipment	\$ -	\$ -	\$ -
C	Direct Cost	\$ 32,000.00	\$ -	\$ 32,000.00
D	Sub-Contracted Services	\$ 13,000.00	\$ -	\$ 13,000.00
	Total	\$ 45,000.00	\$ 7,499.10	\$ 52,499.10
				\$ -
	Percent Total	86%	14%	100%

A - PERSONNEL

	Existing Personnel - List Name New Personnel Position - List Position Description	Grant Funds Awarded	Match Funds Provided	District & Match Funds
1	Senior Project Manager 120.00 hs @ \$31.93/hr	\$ -	\$ 3,831.60	\$ 3,831.60
2	Sanitation Superintendent 90 hs @ \$40.75/hr	\$ -	\$ 3,667.50	\$ 3,667.50
3		\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -
	Total	\$ -	\$ 7,499.10	\$ 7,499.10
				\$ -

B - EQUIPMENT

	Equipment	Grant Funds Awarded	Match Funds Provided	District & Match Funds
1		\$ -	\$ -	\$ -
2		\$ -	\$ -	\$ -
3		\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -
	Total	\$ -	\$ -	\$ -
				\$ -

C - DIRECT COSTS

	Itemized Expenses	Grant Funds Awarded	Match Funds Provided	District & Match Funds
1	18,000 Recycling information postcards	\$ 2,500.00	\$ -	\$ 2,500.00
2	18,000 REDUCE postcards	\$ 2,500.00	\$ -	\$ 2,500.00
3	Postage	\$ 6,000.00	\$ -	\$ 6,000.00
4	440- 95 gallon rollcarts @ \$47.70 ea.	\$ 21,000.00	\$ -	\$ 21,000.00
	Total	\$ 32,000.00	\$ -	\$ 32,000.00
				\$ -

D - SUB-CONTRACTED SERVICES

	Service Type	Grant Funds Awarded	Match Funds Provided	District & Match Funds
	Outreach and Education Intern 802.666 hs @ \$15/hr			
1		\$ 12,040.00	\$ -	\$ 12,040.00
2	Graphic Designer	\$ 960.00	\$ -	\$ 960.00
3		\$ -	\$ -	\$ -
	Total	\$ 13,000.00	\$ -	\$ 13,000.00
				\$ -

**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



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.
- 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 a

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.





## **Council Agenda Item Cover**

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**MEETING DATE:** February 22, 2021

**AGENDA ITEM TITLE:** Missouri Department of Transportation Traffic Enforcement

**Grant AGENDA SECTION:** Consent Agenda

**CAN THIS ITEM BE RESCHEDULED:** No

**PREPARED/SUBMITTED BY:** Chief Larry Hampton

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**BACKGROUND REVIEW:** The Police Department is requesting the signature of City Manager Gregory Rose, for completion of a grant application for the Missouri Department of Transportation (MoDOT). The grant application deadline is March 1, 2021 and as part of the application process, a City Council Authorization form must be submitted prior to MoDOT issuing a contract. The Department will submit two (2) grant applications to MoDOT to cover personnel and equipment expenses for traffic and safety details performed on a monthly basis. The grants and amounts requested are follows:

- Driving While Intoxicated (DWI) Saturation Enforcement
  - Personnel – \$9,408
  - Equipment – \$1,340
- Hazardous Moving Violation (HMOV) Enforcement
  - Personnel – \$9,408
  - Equipment – \$26,340

**RECOMMENDATION:** City Manager recommends approval

**ATTACHMENT:**  
Authorization Form

**City of University City  
University City Police Department  
Edward Byrne Memorial Justice Assistance Grant (JAG) Program – FY 2019  
Local Solicitation**

**APPLICATION ORDER**

<b>Program Narrative</b>	<b>Page 1</b>
<b>Budget Narrative</b>	<b>Page 2</b>



## CITY COUNCIL AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the Council of \_\_\_\_\_  
\_\_\_\_\_ held a meeting and discussed the City's participation  
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of \_\_\_\_\_  
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the  
financial assistance available under the Missouri Highway Safety Program for  
Traffic Enforcement and report back to the Council his/her recommendations.  
When funding through the Highway Safety Division is no longer available, the  
local government entity agrees to make a dedicated attempt to continue support  
for this traffic safety effort.

_____ Council Member	_____ Council Member
_____ Council Member	_____ Council Member
_____ Council Member	_____ Council Member
_____ Council Member	_____ Council Member

\_\_\_\_\_  
City Manager





## Council Agenda Item Cover

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**MEETING DATE:** February 22, 2021

**AGENDA ITEM TITLE:** Major Subdivision – Final Plat – Subdivide two lots totaling 2.79-acres into three (3) lots within an existing Planned Development Mixed Use District (PD-M)

**AGENDA SECTION:** Unfinished Business

**CAN THIS ITEM BE RESCHEDULED?** Yes

**PREPARED/SUBMITTED BY:** Clifford Cross, Director of Planning and Development

**BACKGROUND REVIEW:**

The Plan Commission recommended approval of the proposed Major Subdivision Final Plat (Crown Center) at its January 27, 2021 meeting. This agenda item requires the passage of an ordinance and introduction of the bill occurred at the February 8, 2021 meeting. The second and third readings along with the passage of the ordinance is expected to occur at the February 22, 2021 meeting.

**Attachments:**

- 1: Transmittal Letter from Plan Commission
- 2: Staff Report
3. Bill 9425 - Draft Ordinance and Plat

**RECOMMENDATION:** City Manager recommends approval



## **Plan Commission**

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

January 27, 2021

Ms. LaRette Reese  
City Clerk  
City of University City  
6801 Delmar Boulevard  
University City, MO 63130

RE: Final Plat Approval – (PC 21-02)

Dear Ms. Reese,

At a scheduled meeting on January 27, 2021 at 6:30 pm via videoconference, the Plan Commission considered the application of Civil Engineering Design Consultants, Inc. for Final Plat Approval of a proposed major subdivision of 8348 and 8350 Delcrest Drive (Crown Center).

By a vote of 7 to 0, the Plan Commission recommended approval of said major subdivision of 8348 and 8350 Delcrest Drive.

Sincerely,

Margaret Holly, Chairperson  
University City Plan Commission



## Department of Planning and Development

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

### **STAFF REPORT** **(City Council)**

MEETING DATE: February 8, 2021

FILE NUMBER: PC 21-02

COUNCIL DISTRICT: 1

Location: 8348-8350 Delcrest Drive

Applicant: CEDC Engineering

Property Owner: Council Apartments Inc.

Request: Major Subdivision – 3 Lots

#### COMPREHENSIVE PLAN CONFORMANCE

☐ Yes      ☐ No      ☒ No reference

#### PLAN COMMISSION RECOMMENDATION

☒ Approval      ☐ Approval with Conditions in Attachment A      ☐ Denial

#### ATTACHMENTS:

Existing Zoning: Planned Development Mixed-Use (PD-M)

Existing Land Use: Mixed Use

Proposed Zoning: NA

Proposed Land Use: Mixed Use

#### Surrounding Zoning and Current Land Use:

North: GC: Commercial

East: GC & HRO: Commercial & Multi-Family Residential

South: HRO: Multi-Family Residential

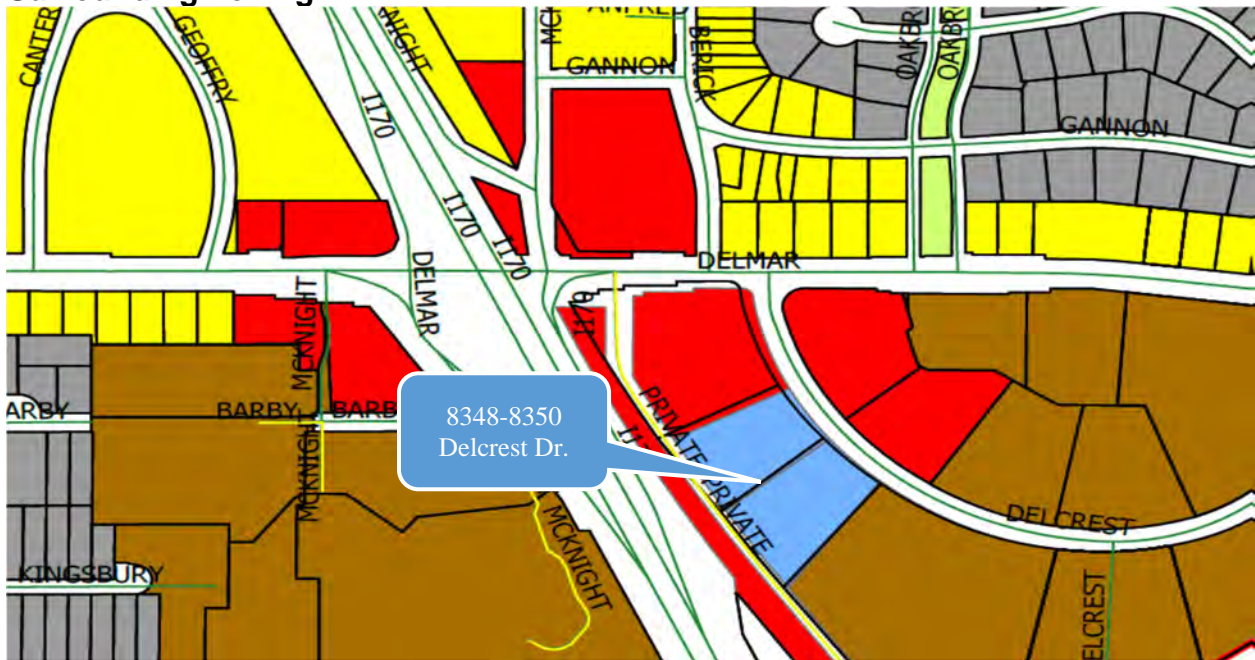
West: NA: Private Drive

## Existing Property

The existing properties at 8348 and 8350 Delcrest Drive consist of two lots totaling 2.79 Acres. The property houses Crown Center Senior Living that currently houses two buildings with an approved Planned Development amended plan to ultimately construct three total complexes on the site.

## Parcel Location

## Surrounding Zoning



## Aerial Overhead





### **Applicant's Request**

The applicant is seeking a major subdivision to divide the existing lots into three lots.

### **Process – Required City Approvals**

#### Staff Review.

Staff reviewed this as part of the "Major Subdivision" process identified in Section 405.165 of the Subdivision regulations. The submitted application is consistent with the provisions of a "Minor Subdivision" with the exception that the total area of the tract is greater than two (2) acres in size. Section 405.165 and 405.170 define Major and Minor subdivisions as the following:

#### **Section 405.165 Major Subdivisions.**

- A.** Major subdivisions require the submittal of a sketch plat and approval of a preliminary and a final plat in accordance with the provisions of this Chapter. A major subdivision is a subdivision having any of the following characteristics:
- 1.** The subdivision involves the creation of more than four (4) lots;
  - 2.** The total area of the tract to be subdivided is greater than two (2) acres in size;
  - 3.** There are proposed publicly dedicated streets, alleys, easements, parks or other public lands; or
  - 4.** Any subdivision of a tract of land for which a rezoning is required for all or a portion of the tract, including rezoning to a "PD" district.

#### **Section 405.170 Minor Subdivisions.**

A minor subdivision is a subdivision that does not have any of the characteristics of a major subdivision as described in Section **405.165**. Minor subdivisions are not required to comply with the sketch plat and preliminary plat provisions of this Chapter.

Due to the prior approvals of the “Amended Final Plan” Staff reviewed the plat per Section 405.390.B:

**Staff Review.**

1. Completeness of submittal. Upon receipt of final plat and associated documents, the Zoning Administrator shall review the documents to determine acceptability for submission. If the Administrator determines the submittal is complete, then the submittal shall be date stamped.
2. Distribution. As soon as practical after acceptance of the final plat submittal, the Zoning Administrator shall distribute copies of the final plat to the Director of Community Development, Director of Public Works and Parks, Fire Chief and other City staff as appropriate.
3. Staff review. The Zoning Administrator shall review the final plat and solicit comments from other City staff on said plat, to determine compliance with the approved preliminary plat, including any conditions of approval placed on the preliminary plat, and consistency with the approved improvement plans. The staff findings shall be submitted to the Plan Commission.

No comments were received from other City Departments. Planning and Development comments are included in this report.

Plan Commission. Section 405.250 requires that the Plan Commission approve the Preliminary Plat for the applicant may proceed with the preparation of improvement plans. Section 405.380 of the Subdivision and Land Development Regulations requires that the Plan Commission shall approve or disapprove the Final Plat to determine substantial compliance with the Preliminary Plat.

City Council. As soon as practical after the Plan Commission makes its determination, the final plat shall be forwarded to the City Council for its consideration. Upon determination that the final plat is in full compliance with the requirements hereof, the Council shall adopt an ordinance approving such final plat.

**Analysis**

Staff determined that the Preliminary and Final Plats and ultimately the Final Plat would meet all requirements of section 405.380 of the Subdivision and Land Development Regulations. It would be in substantial conformance with the approved Preliminary Plat.

**Conclusion/Recommendation**

The proposal meets the intent of all Zoning Code and Subdivision Regulation requirements for a Final Plat. Thus, staff and the Plan Commission recommends the approval of the proposed Major Subdivision Final Plat.

INTRODUCED BY:\_\_\_\_\_

DATE:\_\_\_\_\_

BILL NO.

ORDINANCE NO.

**AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION  
OF A TRACT OF LAND TO BE KNOWN AS “CROWN CENTER SUBDIVISION OF  
DELCREST” AND LOCATED AT 8348 – 8350 DELCREST DRIVE**

**WHEREAS**, an application was submitted by Civil Engineering Design Consultants, Inc., authorized agent, on December 23, 2020, for the approval of a final subdivision plat of a tract of land to be known as Crown Center Subdivision Of Delcrest; and

**WHEREAS**, at its meeting on January 27, 2021, the City Plan Commission reviewed the final plat for the major subdivision and determined that the final plat is in substantial compliance with the requirements of the University City Municipal Code and recommended to the City Council approval of the final plat; and

**WHEREAS**, the final plat for the major subdivision application, including all required documents submitted therewith, is before the City Council for its consideration.

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

Section 1. Attached, marked “Exhibit A” and made a part hereof is a final subdivision plat of a tract of land to be known as “Crown Center Subdivision Of Delcrest”: Delcrest Lots 9 & 10 into three (3) lots A, B & C and located at 8348 – 8350 Delcrest Drive in University City and St. Louis County, Missouri.

Section 2. It is hereby found and determined that the final plat for the major subdivision is in full compliance with the University City Municipal Code, including Sections 405.380 and 405.390. Accordingly, the final plat for the major subdivision marked “Exhibit A” is hereby approved.

Section 3. The City Clerk is hereby directed to endorse upon the final plat for the major subdivision the approval of the City Council under the hand of the City Clerk and the seal of University City.

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

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

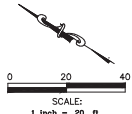
\_\_\_\_\_  
CITY ATTORNEY



# CROWN CENTER SUBDIVISION OF DELCREST

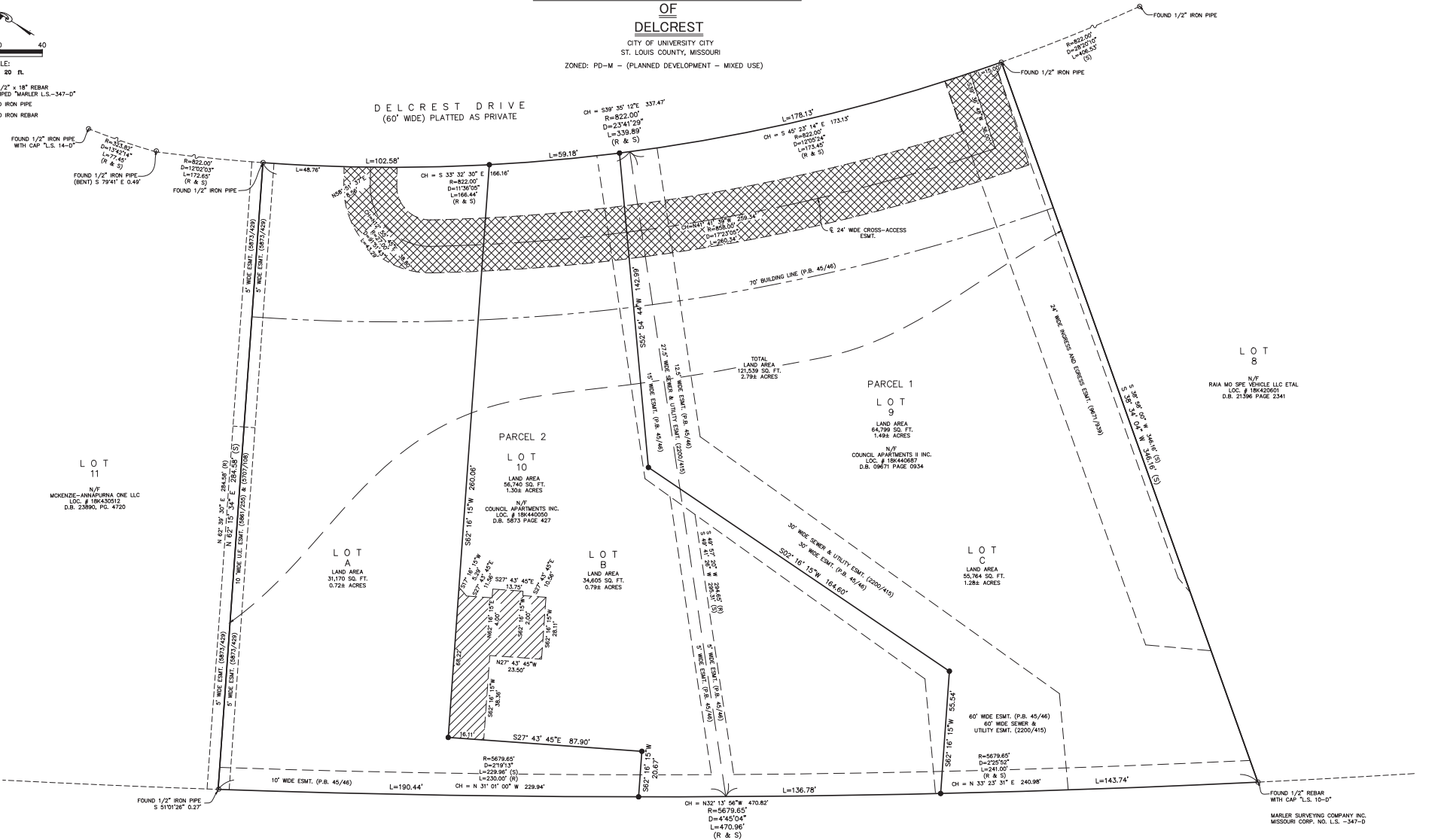
CITY OF UNIVERSITY CITY  
ST. LOUIS COUNTY, MISSOURI

ZONED: PD-M - (PLANNED DEVELOPMENT - MIXED USE)



- - DENOTES SET 1/2" x 18" REBAR WITH CAP STAMPED "MARLER L.S.-347-D"
- - DENOTES FOUND IRON PIPE
- - DENOTES FOUND IRON REBAR

DELCREST DRIVE  
(60' WIDE) PLATTED AS PRIVATE



PRIVATE ROAD (VARIABLE WIDTH)  
PLATTED AS ST. LOUIS BELT & TERMINAL RAILROAD RIGHT OF WAY

CENTENNIAL GREENWAY

THIS PLAT CONTAINS 121,539 SQ. FT. OR 2.79± ACRES

SHEET 1 OF 2	
DATE: 01/12/2021	REVISION DATES
SCALE: 1" = 20'	
DRAWN BY: D.R.G.	
CHECKED BY: M.L.M.	
DWG. NO.: 2012-049	
DEPUTY: M.S./D.N.	

copyright 2021 by Marler Surveying Company, Inc.  
PROJECT NAME: CROWN CENTER SUBDIVISION PROJECT No.: 2012-049  
ADDRESS: 8348 & 8350 DELCREST DRIVE ST. LOUIS COUNTY, MISSOURI 63124

**MARLER**  
SURVEYING COMPANY, INC.  
11402 GRAVENS RD., STE. 200 ST. LOUIS, MO 63126 (314) 729-1001 PH (314) 729-1044 FAX  
402 EAST SPRINGFIELD ROAD, SULLIVAN, MO (573) 468-4884 PH (573) 860-8606 FAX  
email: marler@marlersurveying.net



## Council Agenda Item Cover

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**MEETING DATE:** February 22, 2021

**AGENDA ITEM TITLE:** An Ordinance Amending Section 230.130 of the Municipal Code of the City of University City, Missouri, Relating to Delinquent Refuse Collection Fees, Collection Policies, and Hearing and Appeal

**AGENDA SECTION:** New Business - Bills

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

**PREPARED/SUBMITTED BY:** Keith Cole, Director of Finance

**BACKGROUND REVIEW:**

This Bill amends Municipal Code Section 230.130.A by authorizing the City Manager to approve the waiver of penalties and interest and amnesty programs. Section 230.130.A currently provides: "The Director of Finance is authorized to establish collection policies for delinquent fees, penalties, and interest, including, but not limited to, payment plans and, if approved by the City Council, the waiver of penalties and interest and amnesty programs." The Bill substitutes City Manager for City Council.

By way of legislative history, on February 25, 2008, Ordinance No. 6733 was passed. Among other things, it provided for the waiver of penalties and interest and amnesty programs "if approved by the City Council." Prior to February 25, 2008, the City Manager, as the chief administrative officer under Charter Section 19, was responsible for such affairs to the extent allowed by the Charter and Municipal Code.

**RECOMMENDATION:**

City Manager recommends approval.

**Attachments:**

1. Bill No. 9426

INTRODUCED BY:

DATE:

**BILL NO. 9426**

**ORDINANCE NO.**

**AN ORDINANCE AMENDING SECTION 230.130 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO DELINQUENT REFUSE COLLECTION FEES, COLLECTION POLICIES, AND HEARING AND APPEAL**

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

Section 1. Section 230.130 of the Municipal Code of the City of University City, Missouri, relating to delinquent refuse collection fees, collection policies, and hearing and appeal, is hereby amended, so that Section 230.130, as so amended, shall read as follows:

Section 230.130. Delinquent Fees--Collection Policies--Hearing and Appeal.

A.

The Director of Finance is authorized to establish collection policies for delinquent fees, penalties, and interest, including, but not limited to, payment plans and, if approved by the City Manager, the waiver of penalties and interest and amnesty programs.

B.

Any owner who disputes the validity or amount of the fees or penalties charged under this Chapter may request in writing a hearing before the Director of Finance not later than ten (10) business days following the date of the notice of delinquency provided for in Section **230.140**, which said notice shall also include notice of the right to a hearing. A hearing request shall assert specific grounds for review, and the Director of Finance shall hold a hearing within ten (10) business days following the date of the request. The Director of Finance shall render a decision on the appeal within fifteen (15) business days of the hearing. The Director of Finance's decision shall be in writing and supported by findings establishing the basis for the decision. Any person aggrieved by the final determination of the Director of Finance may file a petition for review pursuant to Chapter 536, RSMo., as amended, in the Circuit Court of the County of St. Louis. Such petition shall be filed within thirty (30) days of the Director of Finance's final determination.

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

PASSED and ADOPTED this    day of    2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY