



MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
Monday, June 28, 2021
6:30 p.m.

One or more members of City Council will be participating via Zoom

IMPORTANT NOTICE REGARDING

PUBLIC ACCESS TO THE CITY COUNCIL MEETING & PARTICIPATION

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 meeting will be in person at City Hall, but **the public may not observe and attend in person but may observe and attend the June 28, 2021 meeting as it has been able to do since on or about March 20, 2020. Options are as follows:**

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/87678064478?pwd=OWhMV2Rtd2FJY0N1K25Ocm9oRTE2QT09>
Passcode: 836271

Live Stream via YouTube:

https://www.youtube.com/channel/UCyN1EJ_-Q22918E9EZimWoQ

Audio Only Call

Or One tap mobile :

US: +13126266799,,87678064478# or +19292056099,,87678064478#

Or Telephone:

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

Webinar ID: 876 7806 4478

International numbers available: <https://us02web.zoom.us/j/87678064478>

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, 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.



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PUBLIC ACCESS TO THE CITY COUNCIL MEETING & PARTICIPATION (VIRTUALLY)
AS OUTLINED ON PAGE 1 OF THIS MEETING AGENDA

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. APPROVAL OF MINUTES

1. June 14, 2021 – Regular Meeting

E. APPOINTMENTS to BOARDS & COMMISSIONS

1. Jerrold Lander is nominated for re-appointment to the Library Board by Councilmember Clay
2. Aren Ginsberg is nominated for re-appointment to the Library Board by Councilmember Clay

F. CITIZEN PARTICIPATION

Procedures for submitting comments for Citizen Participation and Public Hearings:

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G. CONSENT AGENDA

1. Landscape Maintenance Agreement – U City in Bloom
2. Ground Emergency Medical Transportation (GEMT) Uncompensated Cost Reimbursement Program
3. American Rescue Plan Funds from U.S. Treasury Coronavirus Local Fiscal Recovery Fund

H. CITY MANAGER'S REPORT

1. Contract with Future iQ, Inc. - Community Visioning Project

I. UNFINISHED BUSINESS

1. **Bill 9435 - AN ORDINANCE AUTHORIZING THE CITY MANAGER TO PERMIT CONSTRUCTION WORK OR ACTIVITY DURING OTHERWISE PROHIBITED TIMES; CONTAINING A SUNSET CLAUSE**

J. 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

K. COUNCIL COMMENTS

L. 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.

M. ADJOURNMENT

Posted 23rd day of June 2021.

LaRette Reese
City Clerk

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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 meeting will be in person at City Hall for members of staff and Council. **The public may observe and/or listen to the June 14, 2021 meeting as it has been able to do since on or about March 20, 2020.**

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held via videoconference, on Monday, June 14, 2021, Mayor Terry Crow called the meeting to order at 6:35 p.m.

B. ROLL CALL

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

Councilmember Stacy Clay
Councilmember 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 Development, Clifford Cross, and Director of Parks, Recreation & Forestry, Darren Dunkle.

Mayor Crow stated he believes it was today or yesterday that the United States exceeded 600,000 lives that were lost due to COVID. No doubt this weighs heavily on everyone, as reflected in the decisions Council and the City Manager have had to make over the last fifteen months. He stated he is grateful to see all of his colleagues face-to-face and looks forward to seeing the public return to these chambers hopefully in July. He then thanked everyone for their patience.

Mayor Crow stated they are also honored to welcome Councilmember Klein to her first in-chambers meeting.

C. APPROVAL OF AGENDA

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

D. APPROVAL OF MINUTES

1. May 24, 2021, Study Session – RPA 2 Steering Committee was moved by Councilmember Clay, it was seconded by Councilmember Hales, and the motion carried unanimously.
2. May 24, 2021, Regular Meeting was moved by Councilmember McMahon, it was seconded by Councilmember Hales, and the motion carried unanimously.

E. CITIZEN PARTICIPATION

Procedures for submitting comments for Citizen Participation and Public Hearings:

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

Mayor Crow thanked citizens for taking the time to submit their written comments. All comments meeting the aforementioned guidelines have been made a part of this record.

F. PUBLIC HEARINGS

1. FY22 Annual Budget and CIP

Mayor Crow opened the Public Hearing at 6:37 p.m. All comments received on this topic were acknowledged, and the hearing was closed at 6:38 p.m.

2. Avenir Project

Mayor Crow opened the Public Hearing at 6:38 p.m. All comments received on this topic were acknowledged, and the hearing was closed at 6:38 p.m.

G. CONSENT AGENDA

- 1. Renewal of Audit Services' Contract**
- 2. Westgate Improvements – Additional Reimbursement Grant Opportunity**
- 3. Replacement Police Vehicle**

Councilmember Klein moved to approve Items 1 through 3 of the Consent Agenda, it was seconded by Councilmember McMahan, and the motion carried unanimously.

Mr. Rose introduced the following Assistant City Managers to Council:

- Gabby Macaluso - Economic Development and Communications
- Brooke Smith - Development and execution of the City's Housing Program, and construction activities

H. CITY MANAGER'S REPORT

1. Opening City Facilities Update

- City Hall is now open from 8 a.m. to 5 p.m., Monday through Friday. Residents are being asked to use the front door entrance and adhere to the City's screening process. Residents are encouraged to comply with the CDC's standards related to the wearing of masks.
- Disabled residents seeking entrance to City Hall should call (314) 862-6767 for admission and screening.
- The first in-person meeting for the public is scheduled for July 12th.

Councilmember Clay asked what the City's screening process entailed? Mr. Rose stated it consists of a temperature check to ensure that individuals do not have a fever.

Councilmember Clay asked how long the City anticipated employing this process? Mr. Rose stated the City's actions are based on the policies established by the County, so at this time, it is unknown how long the practice will remain in place.

Mr. Rose asked Mr. Dunkle if he would provide an update on the pool and Centennial Commons.

Mr. Dunkle stated the pool and Centennial Commons have been open for two weeks, which includes three weekends. Turnout has increased with the warmer weather but since the pool can handle up to 900 people there is plenty of capacity.

The health and fitness side of Centennial Commons has not reached its pre-COVID capacity, which could be a result of the limited hours. The gymnasium is very popular from 3 p.m. to close.

Staffing continues to be an issue; however, he is still interviewing and hopes to bring more people on board soon. Mr. Dunkle stated there were a few minor incidents, but overall operations have been fairly smooth.

Mayor Crow asked Mr. Dunkle how many positions were still vacant in his department? Mr. Dunkle stated he's looking to hire one full-time and 11 part-time employees. He stated the problem with filling the part-time positions is associated with the number of hours people are willing to work and his need to fill an entire shift.

Councilmember Clay asked if the City was still operating under the free access incentive for non-members? Mr. Dunkle stated that they were.

Councilmember Clay asked if staff anticipated extending this inducement? Mr. Rose stated staff is considering extending the free access incentive until July 6th, which would allow residents an opportunity to utilize the pool during the holiday. Councilmember Clay questioned whether this was an administrative decision or one that should be made by Council? Mr. Rose stated the decision to extend the free access was an administrative decision. Councilmember Clay asked Mr. Rose if he had a dollar amount for how much this would impact the City's revenue? Mr. Rose stated he would have to provide that information to Council after the meeting since he did not have the numbers in front of him.

Mayor Crow encouraged staff to inform residents about the return to normal operations as soon as possible.

Councilmember Cusick asked if staff had a schedule for when the Community Center would reopen? Mr. Dunkle stated reopening of the Community Center is contingent upon staffing. Currently, his department does not have any staff to take reservations for that facility, and Public Works does not have the custodial staff to perform the work needed to honor reservations. Councilmember Cusick questioned whether this would hinder the City's Boards and Commissions from utilizing the Center for their meetings? Mr. Rose stated the goal is for all Boards and Commission to begin meeting in person on July 1st, so they will make sure the proper arrangements are in place for them to conduct their meetings.

Councilmember McMahon asked whether any of the previous programs were being offered at the pool? Mr. Dunkle stated they are not offering any City-sponsored programs due to staffing. Councilmember McMahon stated Council received an email today detailing some of the disruptions at the pool and his concern is whether there is an interface between the outsourced lifeguards' employer and the City to ensure they are aware of the next steps to take whenever they encounter a problem they are unable to handle? Mr. Dunkle stated the lifeguards' contractual agreement also includes placing managers and assistant managers on-site to assist lifeguards with minor or routine infractions.

The police are to be contacted for anything they are unable to handle on their own, and at that point, his staff will be notified.

Mr. Rose stated today, he and Mr. Dunkle discussed the need to ensure that these facilities provide residents with a safe and enjoyable experience. As a result, Chief Hampton has committed to having an officer posted at both facilities when they open each day.

Councilmember Smotherson stated incidents, where attendees are not compliant with staff's instructions, are also occurring at the gymnasium; which he believes is largely the result of a lack of knowledge about the rules and regulations that apply to each facility. So, he would suggest posting this information in areas where attendees can see exactly what those rules and regulations are.

Mr. Dunkle stated his staff is already addressing this issue, so hopefully, the rules and regulations will be posted in both facilities within the next few days.

2. Special Event Policy

Mr. Rose stated as a result of today's Study Session, staff is recommending that Council forward this policy to the Parks Commission to ascertain their recommendations on how this policy can be strengthened.

Councilmember Hales moved that the Special Event Policy be referred to the Parks Commission for their review and recommendations to Council, it was seconded by Councilmember McMahon.

Councilmember Cusick stated his one area of concern is that the \$1,000 security deposit required for all organizations is a little too steep. So, he would like to ask the Commission to pay particular attention to this aspect of the policy.

Mr. Rose stated both he and Mr. Dunkle have received messages expressing the desire to streamline the process for U City residents. So, Mr. Dunkle will pass all of this information along to the Commission.

Voice vote on Councilmember Hales' motion carried unanimously.

3. Conditional Use Permit – 8630 Delmar - PC 21-08 - Avenir

Mr. Rose stated staff is recommending that Council give consideration to the approval of a Conditional Use Permit (CUP) for the Avenir Project.

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

Mr. Cross stated the Avenir Project is a planned mixed-use development located at the intersection of 1-170 and Delmar that requires multiple actions.

- Rezoning from the multiple underlying zoning districts to a PDM District.
 - The Preliminary Site Plan defining the scope of the project has already been approved by Council.

- The Amended Preliminary Site Plan with minor revisions, which is before Council tonight for approval; and
- Several conditions that need to be addressed through the CUP Process
 1. Applicants are required to get a CUP when the floor area ratio exceeds one (1). The final floor area ratio for this development is 1.09. *(The floor area ratio restricts the size, height, and overall scale of a project.)*
 2. The developer is seeking relief from the previous zoning district requirements for setbacks on the north and west property lines. They have requested a reduction of the west side-yard setback from 30 feet to 24 feet, and a reduction in the north property line setback from 30 feet to 20 feet.

The Plan Commission determined that the required setback for the north property line dictates that it cannot be reduced by more than 20 percent or no less than 24 feet. And that the developer must have Quiet Title ownership of the property which is currently owned by St. Louis County. *(The developer is in the process of obtaining a Quiet Title.)*

On May 26th, the Plan Commission recommended approval of both CUP's subject to the following conditions: that the developer obtains ownership of the north right-of-way; that they agree to maintain the green space within that area, and that both actions must take place before the Final Site Plan is approved by Council.

Councilmember McMahon questioned whether the developer's request for a reduction in the setbacks was typical for this type of multi-use development? Mr. Cross stated that it is. Although, one frequent concern about this project is that these setbacks are further in than the required landscape or buffer. However, setbacks are not the same as buffers. Setbacks are predetermined by the specific zoning district and buffers are a part of the supplementary regulations intended to make incompatible uses less incompatible with adjoining properties. And in this instance, in addition to the setbacks, there are public right-of-ways that separate this development from residentially zoned districts.

Councilmember McMahon asked if it was correct to assume; based on the nature of this project, that a reduction in the setbacks would not be as impactful as it might be for a smaller project? Mr. Cross stated that is correct. And the beauty of a Planned Development District is that it gives you the flexibility to move things around in unique situations such as this one.

Councilmember Hales posed the following questions to Mr. Cross:

Q. Did the footprint of the building change?

A. *I am not aware of any changes to the footprint.*

Q. Did the proposed height change?

A. *It did not.*

Q. Could you explain the difference between the previously zoned density and the density for a Planned Development District?

A. *One question that has been raised on numerous occasions is whether the density is consistent with what currently exists and what could potentially be built in this area? And part of staff's task is to determine whether or not this development is consistent with the current zoning to prevent a developer from doing some sort of camouflaged rezoning that increases the density to a greater level than what is allowed. So, while it's obvious that this will have an increased density from what currently exists, it's also important to understand that this development will have multiple properties with multiple zoning classifications; medium density, high density, single-family, and general commercial.*

Staff's initial analysis was to evaluate the square footage for each of the underlying zoning districts and compare that to what would be allowed as a part of the Site Plan. The density within the prior underlying zoning district allows for 49 units per acre, and this development will only have 45 units per acre.

Q. Neighbors to the west of this development expressed a number of concerns and conditions that were addressed by the Plan Commission. Will those conditions be included in the Final Site Plan?

A. The requirements to complete the boundary adjustments; CUP process, and approved engineering and bicycle locations are actually in the Preliminary Plan before Council today. The Final Site Plan requires approval from both the Commission and City Council.

Councilmember McMahon stated the density calculations also include a calculation of the acreage, and since there have been some disputes as to how that is calculated, could you explain how that is achieved? Mr. Cross stated the specific methodology depends on whether it is being used in the Site Plan or Planned Development process. With a planned development the Ordinance requires you to calculate the entirety of the project being proposed by the developer by a 15 percent reduction. So, the calculation; which was utilized in this case, is based on that remaining square footage.

Mr. Cross stated another question that has come up is how can the developer use parking as a part of his total square footage? And the simple answer is that the Ordinance does not prohibit them from using it because the purpose of planned developments is the transfer of density rights. For example, if you have 20 acres of land but only 5 acres are buildable, a planned development allows the flexibility needed to get the highest and best use out of that property. So, in a sense, planned developments are intended to incorporate the entire project and all of the uses incorporated within it.

Councilmember McMahon asked if in this case, the utilization of a Planned Development District would help to alleviate some of the concerns expressed by residents associated with things like parking, traffic, and deliveries? Mr. Cross stated that is exactly correct.

Voice vote on Councilmember Clay's motion carried unanimously.

4. Conditional Use Permit – 1004 Pennsylvania - PC 21-04 – “Sustainability Training & Residency Center”

Mr. Rose stated staff is recommending that Council give consideration to a Conditional Use Permit (CUP) for the Sustainability Training & Residency Center. He noted that the Plan Commission had not provided a recommendation for the approval of this project and that he would concur with that decision.

Mr. Cross stated he would be happy to answer any questions Council might have.

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

Councilmember Smotherson asked if there was an appeals process or anyway this Applicant could resubmit their proposal because he would like to see this project come to fruition? Mr. Cross stated there are various actions that can be taken:

1. The Applicant can voluntarily withdraw this application and resubmit a new one for consideration; or

2. Council can send it back to the Plan Commission for further consideration; or
3. Council can deny the request. (*A denial prohibits the Applicant from resubmitting a new application for one year.*)

Mr. Cross stated this project has been reviewed at three separate Plan Commission meetings and one of their biggest concerns was the defined use; which was never determined.

When staff looked at the components of dormitories and training centers what they found is that while one element could be allowed under the CUP and General Commercial District (GC), the other element was not. As a result, staff determined that the Applicant should be allowed to apply for a CUP since the provisions under the GC states that if there is a use similar in nature but not exactly the same, the Zoning Administrator can recommend that it be submitted to the Plan Commission for review.

Councilmember Hales stated each time this application came before the Plan Commission their deliberations lasted for almost three hours. And each time, their focus was on the building's primary use; what will it be used for, and unfortunately, the Applicant failed to provide a clear purpose.

Councilmember Hales then asked if the motion was to approve this project? Mayor Crow and Councilmember Smotherson both stated that was.

Mayor Crow stated if there is a different pathway; and he is not suggesting that there should be, anyone interested in working with Councilmember Smotherson to determine if there is any way to reach a satisfactory resolution, is encouraged to do so. However, based on his experience, it is rare for the Commission to reach this type of a conclusion; especially after meeting with the Applicant on three separate occasions.

Councilmember Cusick stated the developer had approached him and Councilmember Klein at the beginning of this process, and as much as he would like to see this area developed, there were just too many unanswered questions. The primary one that caused him to have reservations was the fact that no specific population for the use of this sustainability, training, and residency center was ever identified. He stated his understanding is that the application submitted to the Plan Commission also indicated that the developer had received their approval for this project, but that is simply incorrect.

Mr. Cross stated you are required to have a form of recommendation from the Plan Commission, and in this case, their recommendation to deny the request was by default. So, in his opinion, the motion on the floor is to approve the Commission's recommendation and deny the Applicant's request.

Councilmember Smotherson clarified that his motion was not necessarily meant to approve the request but to establish a means for implementing a discussion.

Councilmember Klein concurred with the comments of Councilmember Cusick and stated while initially, she was supportive of the Applicant's desire to help under-served populations, ultimately, she was unable to demonstrate that she was ready to undertake a project of this size and scope. So, she is grateful to the Plan Commission who made every effort to work with the Applicant and explore every option in an attempt to make this a feasible project.

Mayor Crow asked Mr. Mulligan if there was a more appropriate way for the motion to be worded so that everyone has clarity on exactly what it is they are voting on? Mr. Mulligan stated he thinks that procedurally, the motion is appropriate. Council will be voting on whether or not to approve the CUP application, and if Council desires to deny it then the majority would have to vote nay.

Mayor Crow called for a roll call vote.

Roll Call Vote Was:

Ayes: None.

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

I. UNFINISHED BUSINESS

1. **Bill 9432** – AN ORDINANCE AMENDING CHAPTER 400.070 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE OFFICIAL ZONING MAP, BY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATIONS OF MULTIPLE PROPERTIES FROM PLANNED DEVELOPMENT – MIXED-USE (PD-M) ZONING TO PLANNED DEVELOPMENT – MIXED-USE (“PD-M”) DISTRICT; AND ESTABLISHING PERMITTED LAND USES AND DEVELOPMENTS THEREIN; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY. Bill Number 9432 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

2. **Bill 9433** - AN ORDINANCE APPROVING A PETITION TO ADD REAL PROPERTY TO THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT AND FINDING THAT SUCH ADDITIONAL PROPERTY IS A BLIGHTED AREA. Bill Number 9433 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

J. NEW BUSINESS

Resolutions

1. **Resolution 2021-9**–Avenir Preliminary Plan Approval Request

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

Bills

Mr. Rose stated prior to this Bill being introduced he would like to make the following amendments: To strike Fire Marshal under F (4); strike Assistant Fire Chief under F (5) and add Deputy Fire Chief.

Introduced by Councilmember McMahan

2. **Bill 9434** – 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. 7143. Bill Number 9434 was read for the first time.

K. COUNCIL REPORTS/BUSINESS

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

Councilmember Clay reported that the Library Board is in the throes of preparing for the work that needs to be done for their renovations. As this project progresses, the Board will be communicating any changes, and how they will be handled.

Councilmember Hales stated he would like to express his appreciation for the extraordinary work of the Plan Commission and Director Cross, who have both had to perform herculean tasks as a result of all the new proposed developments.

Councilmember Cusick stated he would like to express his appreciation to the Stormwater Commission, who too have gone above and beyond the call of duty in the last couple of months. Not only have they been working closely with the Army Corps of Engineers to develop a plan, but they have accompanied the Corps to on-site visits throughout the City and parts of Overland. In the near future, Council should be presented with more information on when the three Early Warning Systems will be installed.

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

L. COUNCIL COMMENTS

Councilmember Cusick stated over the last couple of months both he and Councilmember Klein have received numerous emails from concerned residents regarding a variety of issues, and in every case where these concerns were referred to the City Manager and his staff, they have responded in a very professional and expedited manner. So, he would like to express his gratitude to Mr. Rose and his staff for the time and consideration given to addressing the residents of this City.

Mayor Crow welcomed Gabby and Brooke to U City. He stated he hopes they soon discover; as he and his colleagues have, that they are joining a great team.

Mayor Crow stated he had the pleasure of attending the 12th Annual Mannequins in the Loop Awards Ceremony, and it was simply amazing to watch the response they received from the folks who just happened to be walking by. Kudos goes out to Audrey Jones, who continues to do an incredible job of putting this event together.

Mayor Crow thanked everyone who participated in tonight's meeting and encouraged them and their families to go out and help the Ruth Park Golf Course celebrate its 90th Anniversary.

M. 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 a Closed Session, it was seconded by Councilmember Cusick.

Roll Call Vote Was:

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

Nays: None.

N. ADJOURNMENT

Mayor Crow closed the Regular Session of Council at 7:30 p.m. to go into a Closed Session. The Closed Session reconvened in an open session at 8:32 p.m.

LaRette Reese
City Clerk

From: William Ash (wmash47) <wmash47@gmail.com>
Sent: Saturday, June 12, 2021 10:58 AM
To: Jeff Hales; Steve McMahon; Tim Cusick; Aleta Klein; Stacy Clay; Bwayne Smotherson
Cc: Council Comments Shared
Subject: Regarding the Avenir Development

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

Dear University City Council Members,

We are invited to send comments by Monday at noon to councilcomments@ucitymo.org. The letter says they will be provided to you, the Council members, prior to the meeting, and made part of the official record. It doesn't say WHEN you will receive the comments! Hence I am sending this letter to you directly.

A. Regarding the Avenir Development on the agenda for Monday's meeting, I still object to the double counting of two parking areas already in use by the developer for his adjacent properties, as so clearly pointed out by resident architect Valmik Thakore. In addition, setbacks from the streets, required to be no less than 30 feet, are to be 24 feet on the west, just 20 feet on Delmar, fails to meet the requirements of Section 400.010, "provisions for open areas around buildings and structures necessary to provide adequate light, ventilation and privacy." The reduced setbacks and five-story height will impose itself upon the nearby residential buildings, cut off the view of the skyline and make pedestrian traffic less enjoyable. Traffic will increase by approximately five times the current level—and many times that as the other corners of that intersection of I-170 at Delmar become developed.

B. I realize that, citing wording in regulation 400.720, the Council may "authorize a planned development district when the proposed development . . . warrants greater flexibility, control and density than is afforded under the general regulations . . ." However, also under Sec 400.720, "these planned development regulations are not intended to allow excessive densities, or the development of incompatible land uses, either within the development, or as the development relates to the general neighborhood." And again, Chapter 3 of the Comprehensive Plan Update of 2005, as a general policy states: "The City will strongly support development(s) that promote desirable planning concepts such as neighborhood- serving, mixed uses and transit-oriented development and enhance the pedestrian character of the City." The Avenir project fails to meet the spirit of any of these intents and purposes.

C. There are many subjective claims made by the developer in the meeting agenda attachment without convincing documentation:

a) Request for blighting: These conditions are alleged to all exist for the existing buildings on the 8600 block of Delmar to be developed: Age, obsolescence, physical deterioration, inadequate or outmoded design, inability to pay reasonable taxes, conditions conducive to ill health, transmission of disease, and crime. The developer owns these buildings. Most of these claims are purely subjective. What IS objective is that any deterioration of the buildings have been allowed by the developer himself.

b) Estimated cost of the development: \$80 million. "The current projected rate of return cannot support the required loan." Where is the financial analysis? Please don't allow this!

c) The Avenir Development "will support increases in surrounding housing values." This is purely speculative!

D. If the zoning regulations were generally adhered to, notification of residents within 185 feet (or 500 feet) of proposed developments might suffice.

But with the heavy reliance on Regulation 400.720 currently used to justify increasing the height and size of buildings, occupancy density limits, and reducing buffer areas to curbs, et. al., the entire U-City community needs to be alerted,

and well in advance.

Any variance to standard zoning regulations should require a public justification in writing and specific City Council vote on each variance!

E. Finally, I have great concerns about how these Plan Committee meetings and City Council meets are conducted.

a) I already expressed my concern about the lack of commitment to when public comments are to be shared.

b) submitted concerns from us, the public—and we have sent you many—only become relevant if one or more of you bring up any of the concerns we've expressed.

WE NEED YOU TO ADVOCATE FOR THE GREATER GOOD OF THE U-CITY COMMUNITY, not just follow along with city officials whose interests may, for whatever reason, be aligned with the developer!

c) This whole approval process has occurred during the state of emergency, which so conveniently has made it hard for our voices to be heard. In these zoom and facebook meetings, neither you nor we can see who all is observing the meeting, effectively splintering and effectively eliminating our impact as a community. This meeting could have been opened to the public with safety protocol being instituted.

d) We are not being given the option to speak at this meeting! A procedure should be adopted to allow in-person citizen testimony to open all committee and City Council meetings.

We need you to make motions that promote greater community awareness and citizen testimony in person.

APPROPRIATE ACTIONS: Each time the Avenir project comes to Plan Committee or Council, it has grown from the previous. It should be sent back to the developer with the strong message to resubmit in observance of all zoning regulations.

The developer should provide a full financial projection to justify any tax abatement.. Otherwise it is we citizens who are subsidizing the profits of the developer, and incurring a larger community tax burden that the development should actually provide us for some tax relief as one of its community benefits.

I urge you, in line with your role of representing all U-City residents, that you advocate for adherence to the intents and purposes spelled out in the zoning regulations,

and make the motion that advance notice of upcoming meeting dates and times of all committee and City Council meetings, as well as links to

meeting videos, agendas, motions voted on, and public comments submitted, be published in ROARS, and continue to be mailed to all U-City residents well in advance of such meetings.

Thank you for taking all of the above into your consideration. I do hope it might lead you to scrutinize this project and re-think your role in providing accountability for the benefit of the greater University City community.

William Ash
8690 West Kingsbury Ave.
St. Louis MO 63124

LaRette Reese

From: Ilene Murray <ilenemurray@att.net>
Sent: Saturday, June 12, 2021 5:05 PM
To: Terry Crow; Jeff Hales; Steve McMahon
Cc: Tim Cusick; Bwayne Smotherson; Stacy Clay; Council Comments Shared
Subject: Avenir development and Monday's Council meeting

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

Gentlemen,

Due to a previous commitment, I cannot attend the Council meeting scheduled for this Monday evening, 14 June. However, I would like to add my voice, again, to the discussion on the Avenir development at Delmar and Kingdel. I have lived in this western University City neighborhood since 1983, and I've long enjoyed the stability, serenity, and uniqueness of our well-built post-World War II enclave. Although we have had a few in-fill houses, our neighborhood has kept its value due to people caring for their property and protecting the special flavor of our few blocks.

As a neighborhood, we have continuously protested the size and scale of the proposed Avenir development, but the council approved it anyway. Now, in spite of zoning laws already in place, we are seeing the "give me an inch, and I'll take a mile" attitude of the builder being appeased by our elected officials. How disappointing! Just how will easing restrictions on setbacks, increasing the height and density of a massively oversized structure, potentially causing a major traffic problem on Delmar and the side streets around the project, and, most egregious of all, claiming that the buildings standing there now are blighted and must be demolished and replaced by a structure that is not in the slightest bit in keeping with its surroundings do anything positive for our part of the city?

University City has always been a place where history and diversity are supported. Our neighborhood has long been stable and property values have increased steadily over the years. Since the builder has owned those properties on Delmar for quite some time now, if they were truly deteriorating to the point of needing to be blighted, wouldn't the city have taken some action by now? How is it that they have been allowed to become "obsolete"? And what is the justification of allowing a builder to usurp an entire corner of our community to now do whatever it takes to make even more money?

Saying "yes" over and over to this project and rubber stamping it to completion seems to be what is happening here, and when those buildings are destroyed and the hugely inappropriate apartments are built in their place, it will be too late to say "oops." Please let's do the critical thinking ahead of time and be sure everyone understands what is at stake for our part of the city.

Thank you.

Ilene Murray
8724 Teasdale Ave.
St. Louis, MO 63124

LaRette Reese

From: valmik thakore <valmikt@hotmail.com>
Sent: Sunday, June 13, 2021 9:58 PM
To: Council Comments Shared; Jeff Hales; Steve McMahon; Terry Crow; Tim Cusick; Bwayne Smotherson; Aleta Klein; Stacy Clay
Cc: Gregory Rose
Subject: Re: City Council Meeting on Monday, June 14, 2021. On Agenda Comments about Avenir Project on Delmar
Attachments: Emailed comments for the City Council Meeting June 14, 2021-Valmik Thakore.pdf
Importance: High

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

From: Valmik Thakore and Rajul Thakore
Owners of 8727 West Kingsbury Avenue, University City, MO, 63124.

I am attaching a PDF of my public comment on University City Council's Public Hearing Meeting on June 14, 2021, for Agenda Items for Avenir Zoning Map Amendment Request and its related items.

My wife and I own the property at 8727 W Kingsbury Ave, University City, MO, 63124. Our house is in the neighborhood impacted by the proposed Avenir development.

I am also sending these comments directly to City Council Members to give them time to review it before the meeting, and prior to comments are distributed to them by the City.

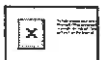
Thank you.

Sincerely,

Valmik Thakore, Master of Architecture & Urban Design, Washington University in St Louis
Retired Architect
8727 W Kingsbury Ave, University City, MO

Attachment is included as part of the public comment:

1. Emailed comments for the City Council Meeting June 14, 2021-Valmik Thakore- (2-page PDF)



Virus-free. www.avast.com

This is a public comment on University City Council's Public Hearing Meeting on June 14, 2021, for Agenda Items for Avenir Zoning Map Amendment Request and its related items.

My wife and I own the property at 8727 W Kingsbury Ave, University City, MO, 63124. Our house is in the neighborhood impacted by the proposed Avenir development.

Number of Units Count & FAR Increase Request:

As an urban designer, planner, and architect with over 46 years of experience in the field, I have major concerns about both items on the agenda and the project's basic details in terms of its Density. The plan is "Double Dipping" into the adjoining property's parking area to inflate allowable Density.

Page 2 of the Staff Report (dated May 24, 2021) to the City Council, clearly states that there are "multiple underlying zoning classifications". Please see the screenshot below:

Surrounding Zoning and Land Use

The subject property is nestled to the south of Delmar Boulevard and between McKnight Place and Kingdel Avenue. The location consists of multiple underlying zoning classifications that include Single Family Residential (SR), Medium Density Residential (MR), High Density Residential Office (HRO) and General Commercial (GC). The

The approximate square footage of these underlying zoned areas included in the Avenir project site was provided to me by Mr. Cross by email on October 22, 2020. Per his email, the square footage for each of the four underlying zoning classifications are as follow (I have added the % of each zone's sq. ft. to the total area of the Avenir site). In brackets, I have also shown allowable number of dwelling or apartment units based on each underlying zone's minimum lot area required per dwelling unit and required 15% reduction of the gross area per Calculation of Density regulations (please see snapshot of the regulation below).

Also, the HRO area of 95,831 square feet shown below includes about 28,000 sq. ft. for Lot 3- "Gatesworth Communities Parking" and about 11,300 sq. ft. for Lot 4-"Parking" included in the Avenir project. As both these parking areas have nothing to do with the Avenir Apartment Building or the Coffee Shop, these areas should be excluded from the density calculations for the Avenir project.

HRO Zone = 95,831 sq. ft. = 34% of total site area (Allowable units= 163. If the adjoining DOUBLE DIPPING Lot 3- Gatesworth and Lot 4 parking are excluded, maximum units will be 96).

MR Zone = 78,286 sq. ft. = 28% of total site area (Allowable units= 55 units)

SR Zone = 80,274 sq. ft. = 28% of total site area (Allowable units= 11 units)

GC Zone = 27,442 sq. ft. = 10% of total site area (Residential units not allowed. This area is used for the coffee shop and it's parking- not for the apartment building or it's parking)

TOTAL SITE= 281,833 sq. ft. = 100%.

Per above, Maximum Units should = 162 apartment units (even with DOUBLE DIPPING, 229 units would be allowed, NOT 265 or 258).

The zoning law clearly states that the density calculations are to be based on the following regulations (screenshot from Section 400.780 of the Zoning Ordinance):

C. *Planned Development — Residential (PD-R).*

1. *Density.* While the district regulations specify upper limits to residential density, density of a planned development may be limited to that which is established in the original residential district or which is consistent and compatible with nearby existing developed areas.
2. *Calculation of density.*
 - a. The computation of density shall be based on dwelling units per net acre for the entire site.
 - b. To compute the number of dwelling units per net acre, fifteen percent (15%) of the gross acreage of the parcel shall be deducted and the net acreage divided by the lowest minimum lot size of the underlying residential district.

Lot 3- "Gatesworth Communities Parking" and Lot 4- "Parking" have nothing to do with the Avenir Apartment Building, these areas should be excluded from the density calculations for the Avenir project. Including these areas to calculate density runs counter to Planned Development regulations. **DOUBLE DIPPING** of the same land area for parking use by the adjoining property *and* Avenir project's density calculations is not in accordance with Zoning regulations or reasonable standards of fairness.

My question to the Council Members is: Can I use my neighbor's property to meet my setback requirements or to consider it for building a larger building? If yes, I should let all commercial developers in University City know to take advantage of this loophole! Allowing "double dipping" would set a dangerous precedent.

Setback Reduction Request:

The Buffer Requirement section of the Planned Development District's Regulations in Section 400.780 C-6 clearly states that "there shall be a minimum thirty (30) foot wide buffer area." Please see the screenshot from that zoning ordinance below. In the same section, Item E says that in a PD-M, PD-R regulations apply for buffers.

So, by law, reduction in setbacks should not be allowed. The word "shall" is used, not "may". There is no provision for further waivers; a Planned Unit Development District is by its nature a series of waivers created to promote development with fewer restrictions. Granting further waivers on top of this materially harms the community.

6. *Perimeter buffer requirements.*
 - a. Where a "PD-R" development proposes residential development along the perimeter of the site, which is higher in density than that of an adjacent residentially zoned property, there shall be a minimum thirty (30) foot wide buffer area. The buffer area shall be kept free of buildings or structures and shall be landscaped or protected by natural features so that all higher-density residential buildings are effectively screened from the abutting lower-density residential property.
- E. *Planned Development — Mixed Use (PD-M).* "PD-M" developments shall incorporate the regulations set forth in both Subsections dealing specifically with "PD-R" and "PD-C" developments. If an unresolved conflict between those regulations occurs (such as between

LaRette Reese

From: valmik thakore <valmikt@hotmail.com>
Sent: Monday, June 14, 2021 10:33 AM
To: Council Comments Shared; Jeff Hales; Steve McMahon; Terry Crow; Tim Cusick; Bwayne Smotherson; Aleta Klein; Stacy Clay
Cc: Gregory Rose
Subject: Re: City Council Meeting on Monday, June 14, 2021. On Agenda Comments about Avenir Project on Delmar

Importance: High

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

From: Valmik Thakore and Rajul Thakore
Owners of 8727 West Kingsbury Avenue, University City, MO, 63124.

This is a public comment on University City Council's Public Hearing Meeting on June 14, 2021, for Agenda Items for Avenir Zoning Map Amendment Request and its related items.

My wife and I own the property at 8727 W Kingsbury Ave, University City, MO, 63124. Our house is in the neighborhood impacted by the proposed Avenir development.

This are additional clarifications and comments regarding the proposed Lot 3- "Gatesworth Communities Parking" and Lot 4-"Parking" included in the Avenir project. Areas included in these two Parking Lots are missing from the Existing Land Uses listed in the May 24th, 2021 dated Staff Report to the Council for June 14, 2021 Meeting. These existing land uses for McKnight Place Assisted Living/ Gatesworth Communities related parking is clearly shown in the Appendix, Section-5, of the Avenir's August 2020 Report included in the June 14, 2021 Council Meeting Package. Section 5- Current and Proposed Boundary Plates (pages labeled I-1-94 and I-1-95) shows that part of the "Parcel 13/ Adjusted Lot 4- McKnight Place Assisted Living" with employee parking becomes "Lot/ Parcel 3- Gatesworth Communities Parking" in the Proposed Avenir Project. Existing Parcel 18 with parking used by Gatesworth (on page I-1-94) becomes "Lot/ Parcel 4-Barby Lane Parking".

As you can clearly see, both these parking areas, Lot/Parcel 3- Gatesworth Communities Parking and Lot/Parcel 4-Barby Lane parking are currently being owned and used by Gatesworth related uses and in future will be used by the same non-Avenir Project uses.

As both these parking areas have nothing to do with the Avenir Apartment Building or the Coffee Shop, these areas should be excluded from the density calculations for the Avenir project. Including these areas to calculate density runs counter to Planned Development regulations. **DOUBLE DIPPING** of the same land area for parking use by the adjoining property *and* Avenir project's density calculations is not in accordance with Zoning regulations or reasonable standards of fairness.

I am also sending these comments directly to City Council Members to give them time to review it before the meeting, and prior to comments are distributed to them by the City.

Thank you.

Sincerely,

Valmik Thakore, Master of Architecture & Urban Design, Washington University in St Louis

Retired Architect
8727 W Kingsbury Ave, University City, MO

From: valmik thakore <valmikt@hotmail.com>
Sent: Sunday, June 13, 2021 9:58 PM
To: councilcomments@ucitymo.org <councilcomments@ucitymo.org>; Jeff Hales <halesforucity@gmail.com>; Steve McMahon <steve_mcmahon@att.net>; Terry Crow <mayor@ucitymo.org>; Tim Cusick <cusickward2@gmail.com>; Bwayne Smotherson <bsmotherson@gmail.com>; Aleta Klein <kleinward2@gmail.com>; Stacy Clay <clayucity@gmail.com>
Cc: Gregory Rose <grose@ucitymo.org>
Subject: Re: City Council Meeting on Monday, June 14, 2021. On Agenda Comments about Avenir Project on Delmar

From: Valmik Thakore and Rajul Thakore
Owners of 8727 West Kingsbury Avenue, University City, MO, 63124.

I am attaching a PDF of my public comment on University City Council's Public Hearing Meeting on June 14, 2021, for Agenda Items for Avenir Zoning Map Amendment Request and its related items.

My wife and I own the property at 8727 W Kingsbury Ave, University City, MO, 63124. Our house is in the neighborhood impacted by the proposed Avenir development.

I am also sending these comments directly to City Council Members to give them time to review it before the meeting, and prior to comments are distributed to them by the City.

Thank you.

Sincerely,

Valmik Thakore, Master of Architecture & Urban Design, Washington University in St Louis
Retired Architect
8727 W Kingsbury Ave, University City, MO

Attachment is included as part of the public comment:

1. Emailed comments for the City Council Meeting June 14, 2021-Valmik Thakore- (2-page PDF)



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LaRette Reese

From: Kathy Victor <KathyVictor@STLDA.COM>
Sent: Monday, June 14, 2021 11:47 AM
To: Council Comments Shared
Cc: Clifford Cross
Subject: Avenir proposed changes

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

Dear Council members,

As a long-time resident of the neighborhood we are asking that you NOT allow the proposed changes to the Avenir project. As a neighborhood, we have continuously protested the size and scale of the proposed Avenir development, but the council approved it anyway. Now, in spite of zoning laws already in place. How will easing restrictions on setbacks, increasing the height and density of a massively oversized structure, do anything positive for our part of the city?

The Avenir project was presented months ago to the public and we voiced our concerns and now you want to consider allowing the development to increase in size. It is our hope that you will take our concerns seriously and not vote through Mr. Deutsch's requests.

University City has in place guidelines on what is acceptable for such a development as Avenir. Why is the density for Avenir being considered for an increase and what additional benefit will that increase bring to our neighborhood?

Lot/Parcel 3- Gatesworth Communities Parking and Lot/Parcel 4- Barby Lane parking are currently being owned and used by Gatesworth related uses and in future will be used by the same non-Avenir Project uses. As both these parking areas have nothing to do with the Avenir Apartment Building or the Coffee Shop, these areas should be excluded from the density calculations for the Avenir project. Including these areas to calculate density runs counter to Planned Development regulations.

In addition, setbacks from the streets, required to be no less than 30 feet, are to be 24 feet on the west, just 20 feet on Delmar, fails to meet the requirements of Section 400.010, "provisions for open areas around buildings and structures necessary to provide adequate light, ventilation and privacy." The reduced setbacks and five-story height will impose itself upon the nearby residential buildings, cut off the view of the skyline and make pedestrian traffic less enjoyable.

This truly feels like city government totally ignoring the citizens of U City. Why do we have code laws if Avenir doesn't have to abide by them? As a neighborhood we came together and expressed our concerns. I don't think our voices will change what you are determined to do. You all are going to do what you want...you are merely giving us lip service. Shame on you!!

Sincerely,
Kathy and Reggie Victor
8739 Washington Ave.
St. Louis, MO 63112
K-314-223-2658
R-314-223-2659

LaRette Reese

From: Asim Thakore <asim.thakore@gmail.com>
Sent: Monday, June 14, 2021 11:57 AM
To: Council Comments Shared
Subject: Public Comment for Jun 14 Council meeting

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

Below is a public comment for the Jun 14 Council meeting re the Avenir project.

I am a U City resident. I live at 8727 W Kingsbury.

Thank you,

Asim Thakore

Dear Council,

This is a public comment for the Jun 14th Council Meeting regarding the agenda item covering the Avenir Development on Delmar.

I am a University City resident. I live at 8727 W Kingsbury Ave.

I am writing to urge the Council to vote against the development as a whole and to vote against any modifications requested to expand the current preliminary plan.

Let me be clear: density is good. More housing is good. However, there are a number of (massive) red flags surrounding this development. First, the developer appears to have miscalculated the allowable density by including a parking lot from an adjacent property he owns in the calculation. This parking lot won't be used by the residents of Avenir, and thus, isn't part of the project.

The Council should consult an outside expert to clarify this.

There are myriad other concerns that the Council has failed to address. Chief among these are the financial break-even point for the City. This is, after all, the public's money. Yet it's never been explained to us why giving millions in tax

subsidies to a millionaire is a good bet for citizens. Can you please tell us what the break-even point is? How much tax revenue does the site currently generate, how much do you anticipate it will cost to provide City services to the proposed units, and how do you expect to make up that gap? If the answer is increased sales tax revenue from residents, that doesn't cut the mustard; the developer may claim that the Avenir building will attract "Clayton professionals" (his words), but why would those folks not live in any of the many new apartment buildings going up in Clayton where they can walk to restaurants, grocers, and work?

What guarantees do we have from the developer that this won't become senior housing (which is his area of expertise) or short term rentals (Airbnb, etc).

We have asked for simple concessions to preserve our quality of life and green, pedestrian-friendly neighborhood. We asked that the gate on Kingdel be made exit only to prevent excessive dropoffs/deliveries. We asked that you take into consideration construction noise now that many of us work from home. We asked that you re-do a traffic study that was conducted at a time of unusual traffic patterns (height of the pandemic). We asked that you preserve the trees. We asked that you require the massing to be less on the west and greater on the east side, where there are no pedestrians or homes. These were all waved away, and the developer was repeatedly praised as "U City's biggest taxpayer", as if the size of his bankbook grants him special consideration from the Council.

We have asked these questions and more multiple times, and they've never been answered. Rather, they've been treated dismissively, and at one meeting, the mayor implicitly called us NIMBYs, which couldn't be further from the truth: we're simply asking the questions the Council won't ask for us. You've abrogated your responsibility to the public because you are caught in the grips of a failed economic theory.

Why don't we offer these tax breaks and waivers to poor people and the elderly? Why don't we use it to fund scholarships and facilities and teacher salaries at U City High? Why don't we invest this money north of Delmar instead? Why don't we focus on inclusive, community-centered, grassroots development by granting some tax breaks to small businesses, individual homeowners, and those who really need it?

By what right---and I mean moral, not legal---do you spend the community's money on a handout for a millionaire and ignore the needs of the community? Why on earth should we be compelled to pay this man to degrade our quality of life? What is the value proposition?

Thank you,

Asim Thakore

LaRette Reese

From: Sarah Myers <shmyers4@gmail.com>
Sent: Monday, June 14, 2021 11:56 AM
To: Council Comments Shared
Subject: Avenir Development

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

Good morning,

This is Sarah Herstand Myers
8716 West Kingsbury Ave.
St. Louis, MO 63124

I apologize for the last minute submission.

I remain concerned about parking, traffic, reduced setbacks, and density issues with the proposed Avenir development. Also concerned about the tax abatement. I'll mention two issues here:

Fire exits onto Kingdel: One way to help with apartment resident & guest parking concerns on Kingdel is to insure Mr. Deutsch makes the "fire egress" exits truly that -- residents can exit the building, grounds and pool area onto Kingdel, but cannot enter. That's what fire egress is and that's what we've asked for all along. Mr. Deutsch continues to call these fire egress exits, but multiple earlier comment from him residents can use these in both directions. He is using the verbiage needed to appease us, but repeatedly skirts the issue that a fire exit is not supposed to allow entrance, locked or otherwise. I have heard this repeatedly and no one has called him on it from our UCity council or plan commission -- at least not the ones I attended. Please make these true fire exits that lock and cannot be keyed into to enter the Avenir development from Kingdel.

Next, please keep the original setbacks, not the reduced setbacks.

Finally, the density is too high. I'm tired of the back and forth on whether or not the double-counting is legal or not. Either way, the density is too high.

Respectfully submitted.

--

Sarah Herstand Myers



Council Agenda Item Cover

MEETING DATE: June 28, 2021

AGENDA ITEM TITLE: Landscape Maintenance Agreement with U. City in Bloom

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED? : Yes

PREPARED/SUBMITTED BY: Darren Dunkle, Director of Parks, Recreation & Forestry

BACKGROUND:

U. City in Bloom is a not-for-profit organization that has provided landscape maintenance services to the City for three decades. The work has been outstanding. This Agreement is for fiscal year 2022. The Agreement describes and lists the services, including a schedule and locations. The \$92,700 total is within the amount in the budget approved by the City Council for the services.

RECOMMENDATION:

City Manager recommends approval.

Attachments:

- 1) Landscape Maintenance Agreement with U. City in Bloom
- 2) Exhibit A

LANDSCAPE MAINTENANCE AGREEMENT

This Landscape Maintenance Agreement ("Agreement") is entered into and made this ____ day of July 2021, by and between U. City in Bloom ("Bloom"), a Missouri not-for-profit corporation, and the City of University City, Missouri ("City"), a Missouri municipal corporation.

RECITALS:

A. Bloom (formerly, The University City Beautification Committee, Inc.) was formed on November 20, 1989 as a Missouri general not-for-profit corporation.

B. The purpose for which Bloom was organized was to "beautify the City of University City by establishing plantings of flowers and other plants and maintaining the same throughout the City of University City in public areas designated by [Bloom]."

C. Although not officially organized until 1989, Bloom actually started in 1985 by three women who wanted to beautify the City. That year, they planted 600 daffodils along Pershing Avenue near Jackson Avenue. Gradually, more gardens and volunteers were added. Today, Bloom designs, plants and maintains over 200 flower beds and 100 planters all over the City.

D. Bloom's gardens are located in every area of the City, including around Civic Plaza, City Hall, the Library, Centennial Commons, the Delmar Loop business and entertainment district, at all of the public schools, along major streets, and in quiet neighborhoods throughout the City.

E. Bloom depends on volunteers and funding from a variety of sources including the City, the School District of University City, individual and corporate donations, and fundraising activities such as the annual plant sale and biennial fall garden tour. All of Bloom's current officers and directors are volunteers and residents of the City.

F. The City's public gardens are very important to the City and a source of pride. Bloom has designed, planted and maintained the City's public gardens for three decades, and the work has been outstanding. The City and Bloom desire to continue their relationship and enter into this Agreement for fiscal year 2022.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Bloom and the City agree as follows:

1. Bloom shall provide the landscape maintenance services described and listed in Exhibit A (the "Services"), attached hereto and incorporated herein by reference. The Services shall be provided during the City's fiscal year 2022 (July 1, 2021, to June 30, 2022) according to the schedule in Exhibit A, in a good and workmanlike manner.

2. The City shall pay Bloom an amount not to exceed \$92,700 for the Services. The sum shall be payable in full upon the City's receipt of an invoice from Bloom.

3. The City shall provide Bloom leaf mulch for all City-owned landscape beds covered by the Agreement.

4. The City shall provide Bloom the use of City facilities (Community Center, City Hall Rotunda and Centennial Commons) at no charge for meetings and activities.

5. The City shall provide maintenance assistance for annual special events, the Plant Sale and the Garden Tour.

6. The City shall maintain trucks, the gator cart and other lawn equipment used to provide the Services.

7. Bloom shall act as an independent contractor, and nothing in this Agreement shall be interpreted to create any employment, partnership or joint venture relationship.

8. Bloom shall maintain throughout fiscal year 2022 its general liability and workers compensation insurance now in effect. Bloom shall promptly pay all valid claims for its labor, materials, services, supplies and products as they become due. Bloom shall indemnify and hold harmless the City and its officers, directors, employees and agents from and against all claims, costs, losses and damages arising out of or relating to the performance of the Services.

9. Bloom shall comply with all City, local, state, and federal laws, rules, and regulations applicable to this Agreement.

10. This Agreement constitutes the entire agreement between the parties with regard to its subject matter, supersedes all previous agreements on this subject matter, and may be modified only by written agreement of the parties, and shall be governed by the laws of the City of University City and the State of Missouri.

11. This Agreement shall be administered by the City Manager and the Director of Parks, Recreation and Forestry or their designees, and Bloom shall work cooperatively with them at all times.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of University City, Missouri

U. City in Bloom

By: _____
Gregory Rose
City Manager

By: _____
Jack Breier
President

(SEAL)

By: _____
Judy Prange
Executive Director

Attest:

By: _____
LaRette Reese
City Clerk

Date: _____

Exhibit A

University City in Bloom Annual Maintenance

After more than 35 years serving the University City communities, U City in Bloom manages and cares for over 70 locations with 206 garden beds throughout University City. Of those locations, 61 are University City properties, civic spaces and parks with 135 garden beds. UCB manages and cares for 136 containers and 150 trees on the Delmar Loop and Olive Boulevard corridors. In our efforts to beautify U City we also partner with and support a number of community groups and initiatives including the School District, neighborhood groups and the Green Center locally and the Audubon Society, Department of Conservation, grow native groups and pollinator restoration efforts regionally. UCB manages the 46 gardens in 9 University Public School District properties. Our partnership with University City Public Works is a two-way street and on our end we provide consulting and insight as well as physical help when needed. We partner with Forestry by helping with small tree pruning and establishing new trees by watering them and assessing their health. All of our current full-time staff are ISA Certified Arborists. This work has developed into an annual Arbor Day event and public tree tours. We have worked closely with the Community Development and Economic Development teams on the Olive Beautification Committee and on UCB and City sponsored project. U City in Bloom cultivates an active group of community volunteers who contribute both physically and with outreach, representation, development and consulting thus providing immeasurable health, diversity and richness of our community. With UCB volunteers contributing over 5000 volunteer hours in 2017 our volunteers provide the community with a value of \$120,000.00 according to the Bureau of Labor Statistics.

UCB Maintenance Schedule

Some duties are ongoing every day we are working, such as picking up trash, health assessments, weeding and general tidying. We also work on fundraising, community relations and outreach, grant writing, and education for our community through blogging or hands on opportunities. City staff call on us for help, advice, and input on a regular working basis. Below are some of our typical maintenance duties for each month. Below are our typical monthly duties through the year.

January/February (Planning and Preparations)

Clean up and cut back of perennials
Garden beds are edged
Fertilizer applications to beds
Pre-emergent herbicide applied to large hard to control spaces and sidewalk cracks near our beds
Mulch beds with leaf mulch and paths and trees with wood chip mulch
Garden Design for annual displays
Sourcing, bidding and ordering plants from various local growers
Work on securing grants including EDRST grants
Redesign overgrown or outdated garden beds Repair
and clean tools and sheds

Renovate and build hardscape
Plan volunteer days, events, and educational opportunities for the year
prune over 200 trees
Volunteer assignments and scheduling for upcoming growing season
Volunteer hour tracking
UCB manages over 125 volunteers who are residents of U. City and beyond.

March

Cut back all ornamental grasses Mow groundcovers
Prune deciduous shrubs
Weed garden beds and apply herbicide to cool season weeds Plant trees and shrubs
Plan and order perennials
Seed grow annuals not grown by contracted growers Divide perennials for use in other gardens and plant sale Uncover roses and prune and fertilize them
Fertilize spring blooming plants
Plant early spring annuals in City Hall Containers and Centennial Commons Prepare vegetable gardens with compost and tilling
Continue the same maintenance as March
Prune evergreen trees and shrubs
Plant and transplant perennials
Cut back and clean up foliage from spring bulbs Prepare for fundraising and community events Annual Plant Sale
Contact and assign watering volunteers
Prepare containers with new soil, compost and fertilizer
Turn on and inspect irrigation systems and repair or contract repairs as needed Hold annual plant sale for fund raising
Install and update new or existing gardens

May (Planting in full swing takes many weeks)

Annuals are delivered and planted in over 100 garden beds and 175 containers Begin watering trees and place tree water bags on trees
Begin watering annuals
Recycle our plastic pots and for the community
Assess placement of containers and plants for safety and visibility for pedestrians and vehicles
Install and update new or existing gardens

June/July (watering is most important in the summer)

Weeding, deadheading, pruning, fertilizing and tidying gardens
Assess health of trees and shrubs
Water trees with our utility vehicle

Water containers with our utility vehicle
Inspect and adjust irrigation systems Order
spring flowering bulbs
Plan fall perennial needs and divisions Mulch
Trees and shrubs

August

Weeding, deadheading, pruning, fertilizing and tidying gardens Order
perennials and fall annuals
Soil preparations and amendments for new beds
Light tree and shrub pruning
Perennial health assessments Tree
watering with utility vehicle
Containers watered with utility vehicle
Fertilize trees, shrubs and perennials
Annual performance assessments and evaluations

September

Divide and transplant perennials
Transplant trees and shrubs
Evaluate annual beds and displays for next season
Plant fall annuals and perennials
Soil preparations and amending Begin
leaf cleanup

October

Leaf clean up and removal
Clean up and remove annuals after first frost
Remove plants from 175 containers and top dress with compost Begin
planting bulbs
Mulch in roses and tender perennials for winter
Visit garden centers in search of end of year plant donations

November

Continue planting bulbs
Collect and store hoses for winter
Winterize irrigation systems
Cut back perennials
Leaf clean up and removal
Add greens to Loop and City

December

Begin mulching beds and paths
Clean leaves from curbs

Begin designing for upcoming annual displays
Clean and repair tools
Order tools for upcoming year

Landscape Locations

| AREA | # of Gardens |
|---------------------------------------|--------------|
| Park Gardens | |
| Adams | 1 |
| Ackert | 1 |
| Bird Habitat | 6 |
| Eastgate | 2 |
| Flynn | 1 |
| Fogerty | 1 |
| Ruth Park Golf Course | 4 |
| Green Center | 3 |
| Greensfelder | 1 |
| Kaufman | 1 |
| Kingsland | 1 |
| Lewis | 9 |
| Majerus | 4 |
| Millar | 2 |
| Mooney | 2 |
| Oakbrook & Delmar | 3 |
| Rabe | 1 |
| Ruth Park Recycling Entrance | 2 |
| Vernon Nursery | 6 |
| Centennial Commons | 13 |
| Central Garage | 2 |
| Community Center | 6 |
| Jack Buck Field | 1 |
| Heman Park Memorial Fountain | 3 |
| Vernon & Midland | 1 |
| Metcalfe Park | 1 |
| | |
| Street Gardens | |
| | |
| Jackson & Pershing | 2 |
| Lindell & Big Bend | 2 |
| Midland & Delmar | 1 |
| U City Firehouse - North & South | 2 |
| Waldron (Midland & Midland Drive) | 1 |
| Washington & Hanley | 4 |
| Wilson | 1 |
| Firehouse #1 | 3 |
| | |
| Public Gardens | |
| Loop Street Planters/Containers/Trees | 158 |
| Midland & Olive | 4 |
| Pennsylvania & Olive | 1 |
| Olive Street Tree Care | |
| Purdue & Olive | 1 |
| Skinker & Olive | 1 |
| Sutter & Olive East | 1 |
| Sutter & Olive West | 1 |

| | |
|-----------------------------|----|
| Olive Containers | 34 |
| Neighborhood Gardens | |
| Archer & Coolidge | 1 |
| Erith & Milan | 1 |
| Gannondale | 1 |
| Roth Circle | 1 |
| Shaftesbury & Wilson | 1 |
| Teasdale & Old Bonhomme | 1 |
| Swarthmore & Old Bonhomme | 1 |
| Belrue & Kingsland | 1 |
| Civic Plaza Gardens | |
| City Hall | 5 |
| Epstein Plaza | 3 |
| Lion Gate Islands | 4 |
| Post Office | 1 |
| Old Library | 2 |
| U City Library | 8 |
| Loop Roundabout | 1 |



Council Agenda Item Cover

MEETING DATE: June 28, 2021

AGENDA ITEM TITLE: Ground Emergency Medical Transportation (GEMT)
Uncompensated Cost Reimbursement Program

AGENDA SECTION: Consent

CAN THIS ITEM BE RESCHEDULED? Yes

PREPARED/SUBMITTED BY: Keith Cole, Director of Finance / Deputy Fire Chief Gary Wilmoth

BACKGROUND REVIEW: The Ground Emergency Medical Transportation (GEMT) Uncompensated Cost Reimbursement Program (the “Program”) is a voluntary program that makes supplemental payments to eligible GEMT providers who furnish qualifying emergency ambulance services to Department of Social Services, MO HealthNet Division (MHD) participants. Providers must agree to fund the non-federal share of GEMT uncompensated cost reimbursement using an Intergovernmental Transfer (IGT) payment method. MHD will make supplemental payments to qualifying ambulance providers up to the amount uncompensated by all other sources of reimbursement. Total reimbursement from MHD, including the supplemental payment will not exceed 100% of actual costs.

The Program began July 1, 2017, with 48 providers participating in the first year, and 75 providers in the second year. Payments for the Program began in FY2019. University City became eligible to participate in FY 2020 when it began providing emergency ambulance services again.

The Provider Agreement approved by the Fire Department on October 7, 2020 is attached, along with the Program Description. Also, see Section 208.1030 RSMo (Supplemental Reimbursement for Ground Emergency Medical Transportation-Amount-Voluntary Participation) and Section 208.1032 RSMo (Intergovernmental Transfer Program-Increased Reimbursement for Services, When-Participation Requirements).

To ensure compliance with Program requirements, University City entered into a Professional Services Agreement with AP Triton Consulting, LLC (“AP Triton”), dated August 1, 2020, wherein AP Triton agreed to prepare the annual cost report for University City to submit to the State of Missouri to participate in the Program. AP Triton’s annual fee is \$7,500 plus 3% of the gross Program proceeds. The Professional Services Agreement terminates on June 30, 2023, unless terminated earlier. It is University City’s intention to participate in the Program through at least June 30, 2023.

AP Triton Consulting LLC prepared the FY 2020 cost report submitted to the State of Missouri for reimbursement. University City subsequently received notification of its IGT non-federal share transfer amount required to participate in the Program. Based on an initial review by MHD of the submitted cost report, that amount totaled \$26,660.95, and was timely paid on or about June 17, 2021.

University City should receive an initial cost settlement payment under the Program in the amount of \$77,524.65 by June 30, 2021, as shown in the attached GEMT 2019-2020 Submitted Cost Reimbursement table prepared by staff. An additional payment to University City is expected after reconciliation of submitted cost report data and a final settlement. The estimated net amount University City will receive for the fiscal year submitted is \$107,927.98, as shown in the table. AP Triton's estimated annual fee is shown in the table and will be determined after final settlement; the fee may be paid using Program funds received by University City.

RECOMMENDATION: City Manager recommends the approval of University City's participation in the Ground Emergency Medical Transportation (GEMT) Uncompensated Cost Reimbursement Program, the related Provider Agreement, the Professional Services Agreement with AP Triton Consulting LLC, and all payments required thereunder.

ATTACHMENTS:

1. AP Triton Consulting LLC - Professional Services Agreement
2. GEMT Program Description
3. GEMT 2019-2020 Submitted Cost Reimbursement Table
4. GEMT IGT Letter
5. Provider Agreement

**PROFESSIONAL SERVICES AGREEMENT
AP Triton Consulting, LLC**

This Agreement, dated as of **AUGUST 1, 2020**, is by and between **CITY OF UNIVERSITY CITY** ("**CLIENT**"), and AP Triton Consulting, LLC ("**CONSULTANT**"), hereinafter collectively referred to as the "Parties." The Agreement will be effective upon final execution by all parties.

1. HEADINGS

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

2. EXHIBITS

Exhibits A and B are attached hereto and included by reference.

3. CONSULTANT'S SCOPE OF SERVICES AND CLIENT RESPONSIBILITIES

CONSULTANT agrees to perform all services described in Exhibit A, Scope of Work, for payment pursuant to Exhibit B, in accordance with the terms and conditions of this Agreement. CLIENT shall provide complete, accurate, and timely information regarding CLIENT'S requirements and shall designate by name a representative authorized to act on its behalf. CLIENT shall examine documents or other instruments submitted by CONSULTANT and shall promptly render any decisions necessary in order to avoid unreasonable delay. CLIENT shall provide any additional materials, other than those CONSULTANT is responsible to provide, that are reasonably necessary to complete the Scope of Work. CLIENT shall provide reasonable access to any locations under the control of CLIENT required for CONSULTANT to perform the services hereunder. Any additional requirements will be identified in Exhibit A.

4. TERM

This Agreement shall terminate on **JUNE 30, 2023** unless extended by mutual Agreement of the Parties in writing or terminated in accordance with Section 16.

5. PAYMENT

For all services performed in accordance with the Agreement, payment shall be made to CONSULTANT as provided in Exhibit B.

6. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Agreement. It is understood and agreed that CONSULTANT is, at all times, an independent contractor and can perform work for others. CONSULTANT is not the agent or employee of the CLIENT in any capacity whatsoever and CLIENT shall not be liable in any manner for any acts or omissions by CONSULTANT or for any obligations or liabilities incurred by CONSULTANT, its employees, or agents.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for, and obligated to pay directly, all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents, or employees, and CONSULTANT agrees to indemnify and hold CLIENT harmless from any and all liability which CLIENT may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of CLIENT.

7. **INDEMNIFICATION**

To the fullest extent permitted by law, each Party shall release, hold harmless, defend and indemnify the other from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by such Party, except where such Liabilities are caused by the sole negligence or willful misconduct of any indemnitee.

8. **INSURANCE**

CONSULTANT shall maintain at all times during the performance of this Agreement a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$1,000,000; and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of \$1,000,000 to cover any claims arising out of CONSULTANT's performance of services under this Agreement. If requested by CLIENT, all insurance, except professional liability, shall name the CLIENT, its directors, officers, agents, volunteers and employees (if any) as additional insureds and shall provide primary coverage with respect to the CLIENT.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the CLIENT'S representative as shown in Section 22 Notices; 2) be evidenced by the original Certificate of Insurance and the insurance carrier's standard form endorsement evidencing the required coverage; and 3) be approved as to form and sufficiency by the CLIENT.

If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of this Agreement, coverage shall survive for a period of not less than five (5) years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement.

If CONSULTANT employs any person, CONSULTANT shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the CLIENT. The workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance

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except upon thirty (30) days written notice to the CLIENT; and 2) provide for a waiver of any right of subrogation against the CLIENT to the extent permitted by law.

CONSULTANT shall promptly forward all insurance documents to the CLIENT.

9. **CONFORMITY WITH LAW AND SAFETY**

In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided by CONSULTANT.

10. **TRAVEL EXPENSES**

CONSULTANT shall be allowed and compensated for reasonable travel expenses to carry out the work of the CLIENT as approved in advance by the CLIENT in accordance with Exhibit B.

11. **TAXES**

Payment of all applicable federal, state and local taxes shall be the sole responsibility of the CONSULTANT.

12. **ACCESS AND RETENTION OF RECORDS**

CONSULTANT agrees to provide the CLIENT and its designees access to all of the CONSULTANT's records related to this contract and that the CONSULTANT shall maintain its records related to this contract for a period of not less than five (5) years after the final payment to the CONSULTANT is made by the CLIENT.

13. **CONFLICT OF INTEREST**

CONSULTANT covenants that CONSULTANT presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which has any interest adverse or potentially adverse to the CLIENT, as determined in the reasonable judgment of the CLIENT. Entering into this agreement does not preclude CONSULTANT from working for others as long as CONSULTANT ensures that such work does not constitute a conflict of interest.

14. **CONFIDENTIALITY**

CONSULTANT agrees that any information, whether proprietary or not, made known to or discovered by CONSULTANT during the performance of or in connection with this Agreement for the CLIENT will be kept confidential and not be disclosed to any other person or entity except as required by law. CONSULTANT agrees to immediately notify the CLIENT if CONSULTANT is requested to disclose to others any information made known to or discovered by CONSULTANT during the performance of or in connection with this Agreement.

15. **USE OF CLIENT PROPERTY**

CONSULTANT shall not use CLIENT property (including equipment, instruments, and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

16. **TERMINATION**

Either party may terminate this Agreement for default upon five (5) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein. CLIENT has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to CONSULTANT. In the event that the CLIENT should terminate this Agreement for its convenience, CONSULTANT shall be entitled to payment for services provided hereunder, as provided in Exhibit B, including for such services performed prior to the effective date of said termination, including travel, accrued as of the date of the termination, which payment shall be per the terms set forth in Exhibit B.

17. **CHOICE OF LAW**

CONSULTANT and CLIENT agree that if a dispute arises in the performance of this agreement the laws of the State of California will govern.

18. **ENTIRE AGREEMENT**

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CLIENT and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.

This Agreement and all related obligations and services hereunder are intended for the sole benefit of CLIENT and CONSULTANT and are not intended to create any third-party rights or benefits.

19. **MODIFICATION OF AGREEMENT**

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

20. **SEVERABILITY**

If any part of this Agreement or the application thereof is declared to be invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are deemed severable.

21. **SUCCESSORS AND ASSIGNS**

This agreement is binding upon and inures to the benefit of the successor, executors, administrators, and assigns of each party to this agreement, provided, however, that CONSULTANT shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the CLIENT. Any attempted assignment without such consent shall be invalid.

22. **NOTICES**

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

To: CLIENT: City of University City
Attn: Gregory Rose, City Manager
863 Westgate Avenue
University City MO 63130

To: CONSULTANT: AP Triton Consulting, LLC
Attn: Kurt Henke
1851 Heritage Lane, Suite 138
Sacramento, CA 95815

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

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23. **SIGNATORIES**

By signing this agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written.

CLIENT
City of University City

CONSULTANT
AP Triton Consulting, LLC

By: 
Signature

By: 
Signature

Name: Gregory Rose
Title: City Manager
Date: 8/19/2020

Name: Kurt Henke
Title: Principal / Managing Partner
Date: 08.19.2020

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EXHIBIT A
Scope of Services

GROUND EMERGENCY MEDICAL TRANSPORTATION CONSULTING RESPONSIBILITIES

CONSULTANT shall provide consulting services to the CLIENT as follows:

- CONSULTANT shall annually prepare the cost report that CLIENT submits to the State of Missouri in order for the CLIENT to participate in the State's GEMT Program. CONSULTANT shall prepare the cost reports in accordance with all federal, state, or municipal laws or regulations.
- CONSULTANT shall provide CLIENT with the cost report and all supporting documentation (financial data will be delivered as a flat file, i.e., Excel, Access, or text file) to the agreed upon email address. It shall be the CLIENT'S responsibility to file the cost report with the State of Missouri CLIENT shall meet CONSULTANT's established deadlines for data submission and document reviews.
- As part of the fee set forth in this Exhibit, CONSULTANT shall provide CLIENT with four hours of audit assistance post submittal, either in person (if the audit is conducted onsite) or through telephone/e-mail (if the audit is a desk audit). Travel expenses will be billed to CLIENT as set forth in Exhibit B.
- There shall be a cap of 65 hours per cost report and 4 hours of audit assistance post-submittal, unless extended by mutual agreement of the parties.
- Any programs, projects, or additional work beyond the 65-hour cap per cost report or 4-hour cap for audit assistance post-submittal will be negotiated on a project basis cost by the parties or at \$400.00 per hour.

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EXHIBIT B
Payment Terms

A. SCHEDULE

Services to be performed under this Agreement will begin at the time the Agreement is executed.

B. TRAVEL

Related travel expenses such as airfare, hotel, and meals will be billed at actual cost and will be approved by the CLIENT prior to travel. Mileage will be billed at the current IRS reimbursement rate.

C. TOTAL PAYMENT AMOUNT

For those CLIENTS who have no more than 4,500 total annual transports per year, services under the contract provided by the CONSULTANT shall be completed for a fee of **\$7,500 plus 3% of gross GEMT proceeds per report year**, for a term of three (3) years. The fee schedule referenced herein shall remain unchanged for the term of the contract.

Invoices for payment will be provided to the CLIENT upon the completion of the cost report, to the address provided under the contract. Payment will be due within thirty (30) days of invoice postmark. It will be the CLIENT'S responsibility to notify CONSULTANT of any changes to the name and/or address on record for the purposes of invoicing.

D. ADDITIONAL SERVICES

Any requests for services beyond the scope of services set forth in Exhibit A shall be billed at the rate of Four Hundred dollars (\$400.00) per hour or a negotiated fixed cost for special projects. Performing any services under this provision requires prior written approval of both parties.

Contact information for billing purposes is as follows:

CLIENT: City of University City
 Attn: Keith Cole, Director of Finance
 6801 Delmar Blvd.
 University City MO 63130

Phone number: 341.505.8542
Email address: kcole@ucitymo.org

CONSULTANT: AP Triton Consulting, LLC
 Attn: Valerie Erwin
 1851 Heritage Lane, Suite 138
 Sacramento, CA 95815

Phone number: 916.217.2499
Email address: verwin@aptriton.com

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PROGRAM DESCRIPTION

Department: Social Services

HB Section(s): 11.750

Program Name: Ground Emergency Medical Transportation (GEMT)

Program is found in the following core budget(s): GEMT

1a. What strategic priority does this program address?

Provide access to ground emergency transportation services.

1b. What does this program do?

The Ground Emergency Medical Transportation (GEMT) Program is a voluntary program that makes supplemental payments to eligible GEMT providers who furnish qualifying emergency ambulance services to Department of Social Services, MO HealthNet Division (MHD) participants. Providers must agree to fund the non-federal share of GEMT uncompensated cost reimbursement using an intergovernmental transfer (IGT) payment method. MHD will make supplemental payments to qualifying ambulance providers up to the amount uncompensated by all other sources of reimbursement. Total reimbursement from MHD, including the supplemental payment, will not exceed one hundred percent of actual costs.

The GEMT program began July 1, 2017. There were 48 providers that participated in the program the first year and 75 providers in the second year. Payments for the program began in FY 2019.

Reimbursement Methodology

Initial Cost Settlement

- Each eligible GEMT provider must compute the annual cost in accordance with the Cost Determination Protocols, and must submit the completed annual as-filed cost report, to MHD within five (5) months after the close of the State's Fiscal Year (SFY).
- MHD will make initial cost settlement payments to eligible GEMT providers. The initial cost settlement payment for each provider is based on the provider's completed annual cost report in the format prescribed by the MHD and approved by Centers for Medicare and Medicaid Services (CMS) for the applicable cost reporting year.
- To determine the GEMT payment rate, MHD must use the most recently filed cost reports of all qualifying providers. MHD will then determine an average cost per transport which will vary between the qualifying providers.

Cost Settlement Process

- The GEMT MO HealthNet Division payments and the number of transport data reported in the as-filed cost report will be reconciled to the Medicaid Management Information System (MMIS) reports generated for the cost reporting period within two (2) years of receipt of the as-filed cost report. The MHD will make adjustments to the as-filed cost report based on the reconciliation results of the most recently retrieved MMIS report.
- Each provider will receive payments in an amount equal to the greater of the interim payment or the total CMS approved Medicaid-allowable costs for GEMT services. The state share of the payment will be provided by an IGT payment from the provider.
- If, at the end of the final reconciliation, it is determined that the GEMT provider has been overpaid, the provider will return the overpayment to MHD, and MHD will return the overpayment to the federal government pursuant to Section 433.316 of Title 42 of the Code of Federal Regulations. If an underpayment is determined, then the GEMT provider will receive a supplemental payment in the amount of the underpayment.

This program is exempt from performance measures as it is an intergovernmental transfer.

PROGRAM DESCRIPTION

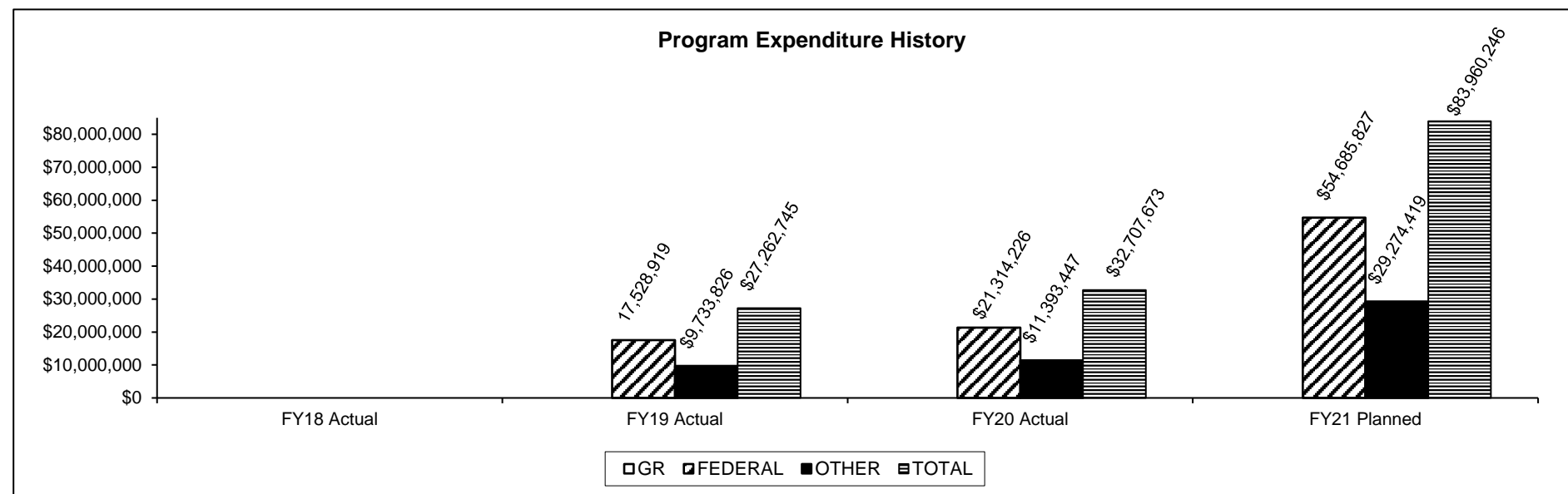
Department: Social Services

HB Section(s): 11.750

Program Name: Ground Emergency Medical Transportation (GEMT)

Program is found in the following core budget(s): GEMT

3. Provide actual expenditures for the prior three fiscal years; planned expenditures for the current fiscal year. (Note: Amounts do not include fringe benefit costs.)



4. What are the sources of the "Other " funds?

IGT: Ground Emergency Medical Transportation Fund (0422)

5. What is the authorization for this program, i.e., federal or state statute, etc.? (Include the federal program number, if applicable.)

State statute: Section 208.1030 and 208.1032, RSMo. Senate Bill 607 passed by the 98th General Assembly in 2016. Federal Regulation: Section 433.316 of Title 42.

6. Are there federal matching requirements? If yes, please explain.

The FMAP (Federal Medical Assistance Percentage) fluctuates annually based on state and national economic and population data, but generally the state matching requirement is around 35% and the federal match is around 65%.

7. Is this a federally mandated program? If yes, please explain.

No.

2019-2020 Submitted Cost Reimbursement

| Line | | 2019-2020 Submission for GEMT | 2019-2020 Interim Reimbursement |
|------|---|-------------------------------------|---|
| 1 | Total Medicaid Runs for 2019-2021 | 202 | 107 |
| 2 | Per Run Actual Cost | 1,093.55 | 1,093.55 |
| 3 | Total actual cost of Transports (Line 1 x Line 2) | \$220,897.10 | 117,027.24 |
| 4 | Total Collected Revenue for Medicaid | (\$39,502.59) | (\$39,502.59) |
| 5 | Net Cost of Transports Line 3 – Line 4 | \$181,394.51 | \$77,524.65 |
| 6 | Non-Federal Share Reduction (Program Fee Paid to State through Intergovernmental Transfer) | (\$62,396.59) | (\$26,660.95) |
| 7 | Net Federal Participation amount | \$118,997.92 | \$50,863.70 |
| 8 | AP Triton Annual Fee AP Triton 3% Gross Proceeds | (\$7,500.00) (\$3,569.94) | (\$7,500.00) (\$1,525.91) |
| 9 | Net Reimbursement After all Fees | \$107,927.98 | \$41,837.79 |

Under the above submission:

Line 1:

Run data from our biller shows that we ran 202 “fee for service” Medicaid calls. These are EMS calls where the primary form of payment is from MO Healthnet - Medicaid

Line 2:

After analysis of our revenue and expenses, **our actual cost per Medicaid call was \$1,093.55.** This is our actual cost for an EMS run involving a Medicaid Patient.

Line 3:

The number of Medicaid calls x the actual cost per call equals \$220,897.10. This is the total actual cost of running EMS calls for Medicaid patients for the fiscal year.

Line 4:

The total collected Medicaid revenue for the fiscal year equals \$39,502.59. This puts our actual “per call” revenue from Medicaid at \$195.55.

Line 5:

The net cost of our transports equals \$181,394.51.

Line 6:

The Non-Federal Share Reduction equals \$62,396.59. This is the amount that, per this program, MO Healthnet charges for management of this program. By Statute, the ambulance service must **prepay** this amount to MO Healthnet in order to receive the “**Net Cost of Transport**” on Line 5.

Line 7:

Net Federal Participation amount is \$118,997.92.

Line 8:

Annual Fee for GEMT Cost Report Preparation amount is \$7,500.00, per Agreement.

Fee for 3% of Gross GEMT Proceeds, per Agreement. 3% of Line 7 equals \$3,569.94.

Line 9:

Net total reimbursement after all transactions and fees equals \$107,927.98.

Interim Reimbursement:

The Interim Reimbursement is the initial response from MO Healthnet for the settlement of our submission. MO Healthnet agreed with our “cost per call” of \$1,093.55, however they only confirmed 107 EMS runs for Medicaid patients. Using those numbers, the city will receive an initial reimbursement of \$41,837.79 after all fees and transactions.

The other 95 calls were moved to a separate schedule and will be reviewed with the audit. Since our run totals are backed by a third-party biller, we have strong evidence to support our cost report during the audit which would increase the reimbursement.



May 18, 2021

William Hinson
Fire Chief
University City Fire Department
863 Westgate Avenue
University City, Missouri 63130

Re: **IGT Requirements and GEMT Reimbursement**

| | |
|---------------------------|---------------------------------|
| Medicaid Provider Number: | 802240606 |
| NPI: | 1952486201 |
| Provider Name: | University City Fire Department |
| Fiscal Year End: | 6/30/2020 |

Dear William Hinson:

This letter is to notify you of the intergovernmental transfer (IGT) requirements related to participation in the Ground Emergency Medical Transportation (GEMT) supplemental reimbursement program. Pursuant to section 208.1030 RSMo the nonfederal share of the supplemental reimbursement submitted for purposes of claiming federal financial participation shall be paid with funds from the GEMT participating providers. In addition, as a condition of participation in the GEMT program the participating provider agrees to reimburse the department of social services for an administrative fee, however, the administrative fee will be waived this year for cost report year FY20.

Prior to the calculation of the interim payment below, Myers and Stauffer made adjustments to the as-filed cost report to reconcile the Medicaid Fee for Service (FFS) ambulance transports and revenues to the most recent MMIS data available from MO HealthNet Division (MHD). Any variance between the as-filed Medicaid FFS ambulance transports was reclassified on Schedule 9 from the FFS column to the Other Payor Programs column in order to maintain the as-filed total transport count. Total transports will be adjusted as needed during the final settlement review only. The MMIS interim adjustments were made to reduce the risk of significant interim payments in excess of allowable payments calculated at final settlement.

Please transfer (IGT) the nonfederal share and the administrative fee:

| | |
|-------------------------------------|---------------|
| Nonfederal Share Transfer Amount: | \$26,660.95 |
| Administrative Fee Transfer Amount: | <u>\$0.00</u> |
| Total IGT: | \$26,660.95 |

Due by: June 17, 2021

ACH Instructions information for GEMT IGT:

| | |
|-----------------------------|--|
| Financial Institution Name: | Office of the Missouri State Treasurer |
| ABA/Routing Number: | 086507174 |
| Payee's Name: Account Name: | Social Services – Budget and Finance |
| Account Number: | 8860105 |
| Reference Information: | GEMT |

If ACH is unable to be sent, please contact DSS and wire instructions will be provided.

Once IGT payment is received, University City Fire Department will be reimbursed \$77,524.65 by June 30, 2021.

For the Missouri Department of Social Services, the IGT amount should be deposited and coded as follows:

| | |
|----------------|------|
| Fund: | 0422 |
| Appropriation: | 3077 |

If you have any questions regarding this request, please contact Kaley Ingenthron at 1-800-374-6858.

Thank you for your assistance during the process.

Sincerely,



Myers & Stauffer

cc: Tony Brite, MHD
Ginger Thompson, DFAS
Lisa Schnieders, DFAS
Roxanna Halderman, MHD

PROVIDER AGREEMENT

MO HEALTHNET DIVISION GROUND EMERGENCY MEDICAL TRANSPORTATION (GEMT) UNCOMPENSATED COST REIMBURSEMENT PROGRAM

Name of provider: University City Fire Department

Provider NPI Number: 1952486201

Statement of Intent

The purpose of this agreement is to allow participation in the Ground Emergency Medical Transportation (GEMT) Uncompensated Cost Reimbursement Program by the governmentally owned or operated provider, named above and hereinafter referred to as Provider, subject to the provider's compliance with the requirements and responsibilities set forth in this agreement.

Provider Responsibilities

By entering into this agreement, the provider agrees to the following:

- A. Provider agrees to comply with each of the following, as periodically amended:
 1. Title XIX of the Social Security Act
 2. Titles 42 and 45 of the Code of Federal Regulations (CFR)
 3. Missouri State Medicaid State Plan
 4. Missouri State Statutes RSMo 208.1030 and 208.1032
 5. Missouri Code of State Regulations for the Emergency Ambulance Program at 13 CSR 70-6.010
 6. State issued policy directives, including the MO HealthNet Ambulance Provider Manual
 7. Terms of the provider's MO HealthNet Provider Enrollment Agreement

- B. Provider agrees to ensure all applicable state and federal requirements, as identified in paragraph A, above, are met in rendering services under this agreement. The provider understands and agrees that their failure to meet all applicable state and federal requirements in rendering services subject to reconciled cost reimbursement under this agreement shall be sufficient cause for the state to deny or recoup payment to the provider as well as terminate this agreement.

- C. Provider agrees to comply with the following allowable expenses and fiscal documentation requirements:
 1. Submit annually the Centers for Medicare and Medicaid Services (CMS) approved GEMT Program cost report to the DSS/MHD
 2. Maintain for review and audit, and supply to the state upon request, auditable documentation of all amounts claimed, and any other records required by the state and CMS, pursuant to this agreement to permit a determination of expenses allowed.
 3. If the allowance of an expense or appropriateness of an expense cannot be determined by the state because fiscal records or other documentation is not present or is inadequate,

Updated July 2, 2019

according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State.

4. Upon receipt of adequate documentation supporting a disallowed or questionable expense within a timeframe determined by the state, reimbursement may resume for the amount substantiated and deemed allowable.

- D. By December 31 of each year: Provider agrees to submit, electronically, the Microsoft Excel version of the CMS approved cost report accompanied by a signed PDF copy of the CMS approved cost report for the prior fiscal year ending June 30, a signed PDF copy of the Intergovernmental Transfer of Public Funds agreement, and a signed PDF copy of the Administration Fee Agreement to: Ask.GEMT@dss.mo.gov.

- E. Provider agrees to submit within the timeframes determined by the State, transfer of the non-federal share of the GEMT uncompensated cost reimbursement and administration fee according to the Intergovernmental Transfer Public Funds Agreement and Administration Fee Agreement prior to the initial cost settlement reimbursement from DSS/MHD.

- F. Provider agrees to accept as payment in full the reimbursement received for services subject to reconciled cost reimbursement pursuant to this agreement. Under no circumstance will the total amount of reimbursement received exceed one hundred percent (100%) of actual care costs. As such, if the provider does not have any uncompensated care costs, the provider will not receive a payment under this program.

- G. Provider agrees that when it is determined that they received federal funds in excess of their determined cost per transport, the state shall recover the excess in accordance with state and federal regulations within 30 (thirty) calendar days.

DSS/MHD Responsibilities

- A. Lead the development, implementation, and administration for the GEMT program and ensure compliance with the provision set forth in the Missouri Medicaid State Plan.

- B. Submit claims for federal financial participation (FFP) based on expenditures for GEMT services that are allowable expenditures under federal law.

- C. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.

- D. Ensure that the total MO HealthNet reimbursement provided to eligible GEMT providers will not exceed applicable federal upper payment limits as described in 42 CFR 447 – Payments for Services.

- E. Complete the audit and settlement process of the interim reconciliations for the claiming period within three (3) years of the postmark date of the cost report.

Updated July 2, 2019

Fiscal Provisions

- A. Upon the Provider's compliance with all provisions of this Agreement, and upon the submission of a certified cost report, Intergovernmental Transfer of Public Funds Agreement, and Administration Fee Agreement, the DSS/MHD will perform the cost reconciliation, submit claims to CMS based on total computable certified expenditures for GEMT services provided, and make initial cost settlement payments to eligible providers.
- B. Transfer of funds is contingent upon the availability of federal financial participation. If, in the event federal financial participation funds for a service period are not available for all the uncompensated cost reimbursement payable to the providers due to the application of a federal limit or any other reason, both of the following shall apply:
 - 1. The total amounts payable to providers for the service period shall be reduced to reflect the amounts for which federal financial participation is available, and
 - 2. The amounts payable to each provider for the service period shall be equal to the amounts computed by the state multiplied by the ratio of the total amounts for which federal financial participation is available.
- C. Recovery of Overpayments: Provider agrees that when it is established that an overpayment has been made, the DSS/MHD shall recover such overpayment. The DSS/MHD reserves the right to select the method to be employed for the recovery of an overpayment.

Limitations of State Liability

- A. Notwithstanding any other provision of this Agreement, the DSS/MHD shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for costs of providing services pursuant to RSMo 208.1030 and 208.1032.
- B. To the extent that a federal audit disallowance and interest results from costs for which the provider has received reimbursement, the DSS/MHD shall recoup from the provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed costs. All subsequent costs submitted to the DSS/MHD applicable to any previously disallowed cost, may be held in abeyance with no payment made until the federal disallowance issue is resolved.
- C. Notwithstanding paragraphs A and B above, to the extent that a federal audit disallowance and interest results from costs which the provider has received reimbursement for services provided by a nongovernmental entity under contract with, and on behalf of the provider, the DSS/MHD shall be held harmless by the provider for one-hundred percent (100%) of the amount of any such federal audit disallowance and interest.

TERMS OF THIS AGREEMENT

The period of this Cooperative Agreement shall begin July 1, 2019. This agreement may be canceled or amended at any time upon agreement by both parties or by either party after giving thirty (30) days prior

Updated July 2, 2019

notice in writing to the other party provided, however, that reimbursement shall be made for the period when the contract is in full force and effect.


GEMT Provider _____ Date 10/7/20

William R Hinson
GEMT Provider Printed Name



Council Agenda Item Cover

MEETING DATE: June 28, 2021

AGENDA ITEM TITLE: Authorizing City Manager to Sign Required Documents to receive American Rescue Plan Funds from U.S. Treasury Coronavirus Local Fiscal Recovery Fund

AGENDA SECTION: Consent

CAN THIS ITEM BE RESCHEDULED? Yes

PREPARED/SUBMITTED BY: Keith Cole, Director of Finance

BACKGROUND REVIEW: On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act (the Act) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds).

The Fiscal Recovery Funds are intended to provide support to State, Local, and Tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).

Through the Fiscal Recovery Funds, Congress provided State, Local, and Tribal governments with significant resources to respond to the COVID-19 public health emergency and its economic impacts. Section 602 establishes a fund for States, territories, and Tribal governments, and Section 603 establishes a fund for metropolitan cities, non-entitlement units of local government, and counties.

Congress has allocated \$19.53 billion to non-entitlement units of local government. Non-Entitlement units are generally local governments with populations of less than 50,000. University City is considered a non-entitlement Unit. Eligible local governments that are classified as non-entitlement units should expect to receive the funding through their applicable state government. University City is slated to receive approximately a total of \$6.3 million.

As part of the initial process to receive the funds, the enclosed documents are a couple of the U.S. Treasury requirements the State of Missouri needs before any payment can be made. The documents require an authorized representative of University City to sign an agreement also signed by an authorized representative of the U.S. Treasury Department that University City agrees to the Terms

and Conditions of the Coronavirus Local Fiscal Recovery Funds. Award funds may only be used in compliance with Section 603(c) of the Social Security Act, to cover listed costs incurred by University City by December 31, 2024.

RECOMMENDATION: City Manager is recommending the City Council to approve and give the City Manager authorization to complete and sign the necessary documents to comply with the U.S. Treasury requirements.

ATTACHMENTS:

1. U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions
2. Assurances of Compliance with Civil Rights Requirements (Assurances of Compliance with Title VI of the Civil Rights Act of 1964)
3. State of Missouri Office of Administration Vendor Input/ACH-EFT Application

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

| | |
|--|---|
| Recipient name and address: City of University City 6801 Delmar Boulevard University City, Missouri 63130 | DUNS Number: 075908293 Taxpayer Identification Number: 43-6003855 Assistance Listing Number: 21.027 |
|--|---|

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title: City Manager

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subsection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

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

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

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

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of University City _____

Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

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STATE OF MISSOURI
OFFICE OF ADMINISTRATION
VENDOR INPUT/ACH-EFT APPLICATION

***REQUIRED FIELDS**

| | | | |
|---|--|---|--|
| *NAME/ADDRESS AS SHOWN ON FEDERAL TAX RETURN City of University City 6801 Delmar Boulevard University City, Missouri 63130 | | *FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER | |
| REMIT TO NAME/ADDRESS IF DIFFERENT THAN ABOVE | | *TYPE OF ENTITY <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Individual <input type="checkbox"/> State Employee <input checked="" type="checkbox"/> Other <u>Municipality</u> | |
| PURCHASE ORDER NAME/ADDRESS IF DIFFERENT THAN ABOVE | | DATE OF CHANGE | |
| | | PREVIOUS FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER | |
| | | PREVIOUS NAME | |
| | | PREVIOUS ADDRESS | |
| | | COMMENTS | |

| | | | |
|---|--|--|--|
| TO BE COMPLETED BY FINANCIAL INSTITUTION | | <input checked="" type="checkbox"/> I (We) hereby authorize the State of Missouri, to initiate credit entries to my (our) account at the depository financial institution named and to credit the same such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provision of U.S. law. This authorization is to remain in full force and effect until the State of Missouri, Office of Administration, has received written notification from me (us) of its termination in such time and in such manner as to afford the State of Missouri and the financial institution a reasonable opportunity to act on it. <input type="checkbox"/> I (We) hereby cancel my (our) ACH/EFT authorization. | |
| NAME/ADDRESS OF FINANCIAL INSTITUTION Commerce Bank 8000 Forsyth Boulevard St. Louis, Missouri 63105 | | | |
| DEPOSITOR ROUTING NUMBER | | | |
| DEPOSITOR ACCOUNT NUMBER | | | |
| NAME ON ACCOUNT City of University City | | | |
| TYPE OF ACCOUNT <input checked="" type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS | | | |
| SIGNATURE OF REPRESENTATIVE OF FINANCIAL INSTITUTION | | | |
| PRINT NAME | | | |
| TITLE | | | |
| TELEPHONE NUMBER | | | |
| DATE | | *PRINT NAME | |
| | | *TITLE | |
| | | EMAIL ADDRESS | |
| | | *TELEPHONE | |
| | | *DATE | |

| | | | |
|---|--|---|--|
| CERTIFICATION FOR INTERNAL REVENUE SERVICE (IRS) | | <input type="checkbox"/> Exempt from Backup Withholding | |
| Under penalties of perjury, I certify that: I. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and II. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and III. I am a U.S. person (including a U.S. resident alien). Certification instructions. You must cross out item II above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For all real estate transactions, item II does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See W-9 Instructions on irs.gov website for more information.) The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. | | | |
| SIGNATURE | | | |

VENDOR INPUT FORM INSTRUCTIONS

The purpose of this form is to add a vendor record or to make changes to a vendor record. A vendor is a person or business being paid by the State of Missouri.

THESE FIELDS ARE REQUIRED TO BE COMPLETED FOR ALL CIRCUMSTANCES.

Enter NAME/ADDRESS AS SHOWN ON FEDERAL TAX RETURN.

Enter the FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER that is used for income taxes for the name entered.

Check the correct TYPE OF ENTITY.

Signature is required at VENDOR SIGNATURE along with PRINT NAME, TITLE, TELEPHONE, and DATE.

CONDITIONAL FIELDS

If payments are to be sent to a different address, enter a REMIT TO NAME/ADDRESS.

If purchase orders are to be sent to a different address, enter a PURCHASE ORDER NAME/ADDRESS.

If you are making a change to your vendor record, fill out these additional fields:

DATE OF CHANGE is the effective date of the change in business structure/activity

PREVIOUS FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER

PREVIOUS NAME

PREVIOUS ADDRESS

COMMENTS are for additional information that may be helpful including reason for the change.

TO SET UP OR TO CHANGE DIRECT DEPOSIT INFORMATION, FILL IN THE FOLLOWING, INCLUDING THE REQUIRED FIELDS FROM ABOVE.

NAME/ADDRESS OF FINANCIAL INSTITUTION where you want the money to be deposited. A representative from the financial institution must complete and sign this section.

Check appropriate box for electronic deposits.

If changing bank account information, fill in DATE OF CHANGE.

CERTIFICATION FOR INTERNAL REVENUE SERVICE (IRS)

This certifies that the Taxpayer Identification Number (TIN) on this form is the correct number and whether backup withholding applies.

Fax to (573) 526-9813 or mail to Office of Administration/Accounting, PO Box 809, Jefferson City, MO 65102.



Council Agenda Item Cover

MEETING DATE: June 28, 2021

AGENDA ITEM TITLE: Authorizing the city manager to enter into a contract with Future iQ, Inc. to provide services to develop a community visioning project for the City of University City.

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED: Yes

PREPARED/SUBMITTED BY: Gabby Macaluso, Assistant City Manager

BACKGROUND REVIEW:

The proposed item enables the City of University City to secure professional services from Future iQ, Inc. for the development of a community visioning project. Visioning is the process by which a community defines the future it wants. Through public involvement and planned collaborative exercises, communities identify their purpose, core values and vision for the future. Future iQ employs various outreach and engagement methods including facilitated meetings, a community survey, online forums and other digital and tangible tools and approaches to collect feedback and data. The goal of this project is to have the community determine what they want University City to be like in the year 2040. The resulting product will serve as the foundation on which the City's comprehensive planning process, expected to occur in 2022, will be built and propelled forward. The visioning process determines the City's future destination, and the comprehensive planning process will result in a road map of how to get there. Please note that this comprehensive planning process is a separate project from the visioning process and is not part of this contract.

Future iQ's proposed fee is not to exceed \$80,000.00. The project will begin in July and conclude in February with a final report and presentation provided to the City.

RECOMMENDATION:

The City Manager recommends approval.

ATTACHMENTS:

Contract with Future iQ, Inc.
Community Vision—Revised Proposal
Presentation from Future iQ, Inc.

Future iQ, Inc.

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 29th day of June, 2021 by and between **Future iQ, Inc.**, a Minnesota corporation, (“Future iQ – Service Provider”), and **City of University City, Missouri** (“Client”), collectively, the Client and the Service Provider are referred to as (the “Parties).”

WITNESSETH:

- WHEREAS, the client desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;
- WHEREAS, Future iQ represents that as the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.
- NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, as set forth in the “Scope of Services” attached hereto as “Exhibit A – Proposal”.

The total fee for the Project shall not exceed USD \$ 80,000.00.

2. TERM.

Work shall commence on the execution of this Agreement, and the term shall terminate on at the completion of the work, as outlined in the Proposal, or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall follow the performance of such services, as set out in the Proposal, and with initial payment as noted.
- B. The Service Provider shall submit to the Client or her designee an invoice for services rendered, and the initial payment. The Client shall make payment to the Service Provider within thirty (30) days thereafter.
- C. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds ninety (90) days.

4. SERVICE PROVIDER EMPLOYEE/AGENTS.

Future iQ may at its sole discretion may remove or change an employee(s), agent(s), or representative(s) from employment on this Project.

5. INSURANCE.

Future iQ as Service Provider, shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage.
- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence.
- D. Workers Compensation insurance limits written as follows: Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The Client shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the Client as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the Client within thirty (30) days of cancellation. The Client reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

- B. Service Provider shall be solely responsible to the Client for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby
- C. warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

7. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

9. TERMINATION.

Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the Client. If the Service Provider has any property in its possession belonging to the Client, the Service Provider will account for the same, and dispose of it in a manner directed by the Client.

10. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

11. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination.

Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

Future iQ, Inc

Signature

Name and Title of Future iQ Representative

Name of Client

Signature

Name and Title of Client Representative

CITY OF UNIVERSITY CITY
MISSOURI
COMMUNITY VISION – REVISED PROPOSAL
JUNE 9, 2021

UNIVERSITY CITY
COMMUNITY
VISION 2040



Submitted by:
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Create Future Intelligence®

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P.O. Box 24687
Minneapolis, MN 55424
US Federal Tax Number:
EIN: 27-1389416

June 9, 2021

City of University City

Attn: **Ms. Gabby Macaluso**
Assistant City Manager
City of University City
6801 Delmar Boulevard
University City, MO 63130

RE: Proposal for Community Visioning Project

Dear Ms. Macaluso

Future iQ is pleased to submit this proposal to develop the community visioning project the City of University City. Future iQ has a strong track record of designing and implementing large-scale strategic visioning and planning projects across North America, Europe and Australia. With over 50 major planning projects completed, some of the strengths we believe we bring to this project include:

- **We specialize in strategic planning, visioning and stakeholder engagement.** Engagement is one of the cornerstones of Future iQ visioning methodology. Our planning process specializes in applying innovative tools and approaches that bring together stakeholders to create collaborative and cohesive economic development plans, and an aligned vision for the future. Importantly, our planning process provides a collaborative place for participants to share expertise and ideas, and to openly consider various perspectives on issues of concern to their community. We have a team of accomplished facilitators who are well versed in steering stakeholder discussions and exploring local sensitivities and aspirations.
- **We bring a future perspective.** Future iQ specializes in studying and understanding larger emergent trends and influences that are re-shaping communities. In 2018-21, we hosted a global Think Tank forum at Windsor Castle (UK) 'The Future of Urban Living'. We have also published foresight research on the 'Cities of the Future', 'Economics of Collaboration', 'Future of Manufacturing' and the 'Future of Food'. This experience and knowledge help us shape truly future oriented planning processes.

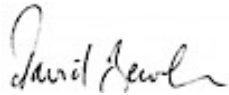
- **We understand the power of good data.** Future iQ specializes in sophisticated data collection and analysis. We believe that good stakeholder engagement processes and data collection, presented in a transparent and interactive manner, can help build rapid alignment around key points of consensus.

Future iQ delivers innovative and customized projects on time and on budget. Our hands-on approach, as well as the effectiveness of our methodology, will help the stakeholders of University City to maximize the value of the visioning process and achieve realistic actionable outcomes.

It would be our privilege to work with the City of University City on this initiative.

Please contact me for clarifications as needed.

Yours sincerely,

A handwritten signature in black ink, appearing to read "David Beurle". The signature is fluid and cursive, with a large initial "D".

David Beurle
CEO, Future iQ, Inc.
Tel: 612-979-9190
Email: david@future-iq.com

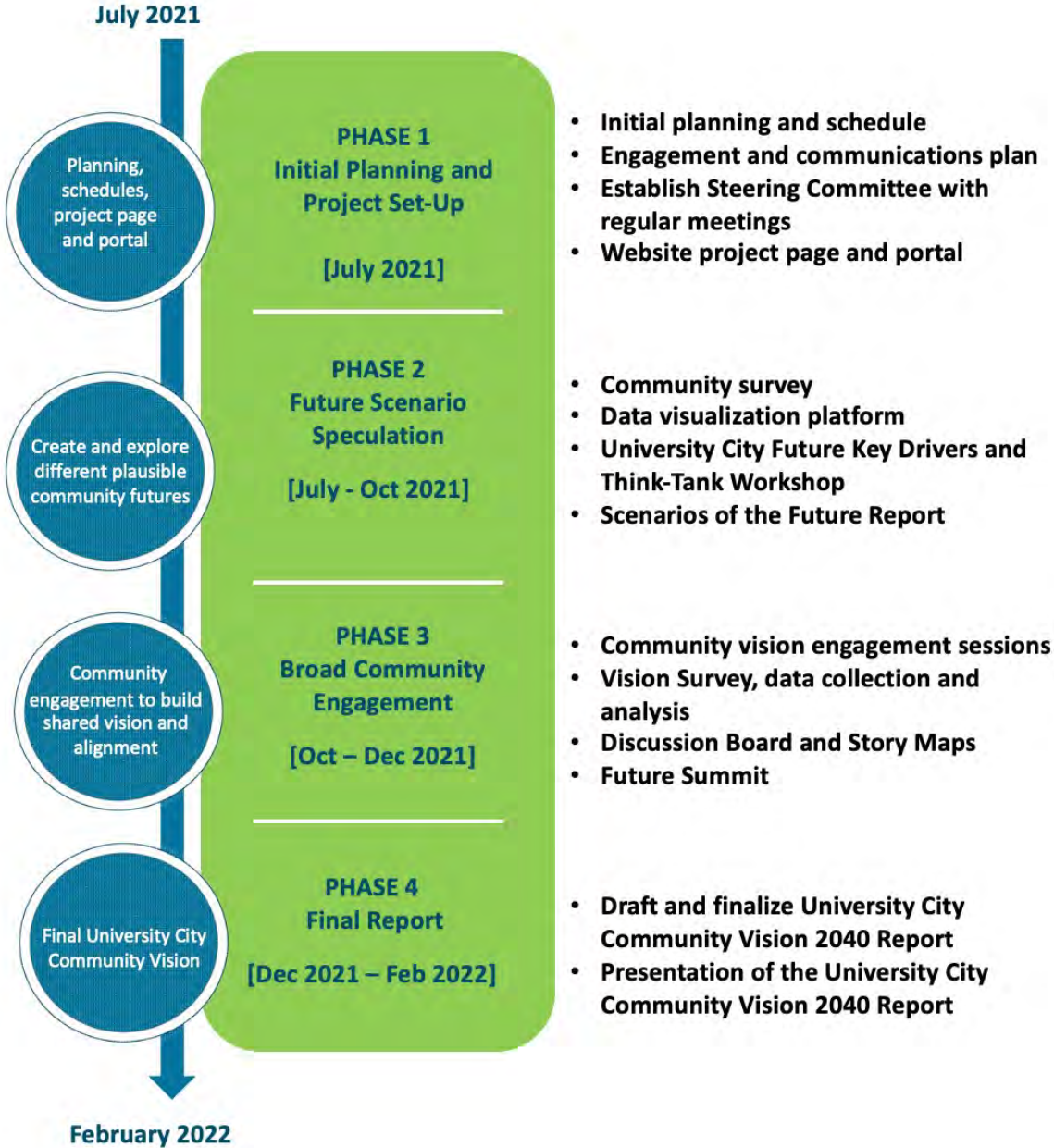
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1.0 Project Approach and Methodology

The proposed project plan is implemented in four phases that build momentum around a community vision for University City looking out to 2040. The shared vision is intended to be strategic, actionable, and sustainable. University City’s new community vision will identify future opportunities and align resources for development as the city prepares to update its Comprehensive Plan.

Proposed Project Plan



1.1 Phase 1: Initial Planning and Project Set-Up

This project will begin with meetings between Future iQ team members and city leadership to establish a final work program and schedule specifying the number and type of planned meetings, engagement activities and deliverables to occur throughout the project. Future iQ will also work closely with city leadership to establish a **Steering Committee** for the project and to set up a schedule for regular meetings with the Strategic Committee for the duration of the project.



During Phase 1, Future iQ will establish a project page on our website (<https://future-iq.com/featured-projects/>) as well as a **project portal** (<https://lab.future-iq.com>). The project portal serves as a central location where stakeholders can go to find updated project information, participate in discussion boards, take surveys, view survey results and data visualization, reports, and notices.

The portal is a piece of the **engagement and communications plan** for the project that will include marketing and other methods of publicity necessary to increase recognition, build credibility and deepen understanding of the visioning process, its objectives, and outcomes within the city. Communications will involve both digital and traditional methods to include as broad an audience as possible. We will also work closely with city leadership and the Steering Committee to maintain regular communications for the duration of the project. Our practice is to facilitate weekly phone calls with our client contact throughout the project. It is our firm belief that consistent and easily accessible project communications add to the transparency of the process and encourage active participation.

- Deliverables** from Phase 1 will include:
- Initial planning and schedule
 - Establish Steering Committee with regular meetings
 - Develop engagement and communications plan
 - Create online project lab portal



1.2 Phase 2: Future Scenario Speculation

Future iQ will begin phase two with a **Community Survey** that explores community sentiment and assesses appetite for change and future readiness. The results of the Community Survey will be posted on the project portal using a **data visualization platform** (described below).

Future iQ specializes in studying and understanding larger emergent trends and influences that are re-shaping cities, communities, industries, organizations, and regions. This future-oriented lens guides phase two as it creates the building blocks of the visioning framework for University City's future using a scenario-based planning methodology. Using trend research, industry analysis, and expectations about city development drivers, this methodology will enable community stakeholders to explore the impacts and consequences of a range of different future paths as they participate in the **University City Future Think-Tank**.



The first day of the Think-Tank will begin with an exploration of future trends and **future key drivers**. Think-Tank participants will engage in small group discussion and then report out to the larger group to establish an agreed-upon set of drivers that are and will impact University City over the next twenty years. These drivers will be foundational to the scenario-planning process that occurs during the second day of the Think-Tank. For this project, the scenario planning approach will help community stakeholders understand the potential and implications of various development directions and explore the synergies in adjacent sectors. This will allow for an understanding of how different futures could impact development of different locations within and around the city.

The scenario-planning process creates scenarios that are not predictions but are a way of exploring plausible futures. Key aspects and features of the approach include:

- It is customizable and built around the project plan.
- It is data and evidence-based, ensuring a robust outcome, and a vision and plan that deals with reality, rather than a 'wish-list.'
- Community stakeholder engagement is front and center in the design, and stakeholders will have the option to have input via multiple methods.
- The process is inclusive, easily scalable and can draw input from all segments of University City.

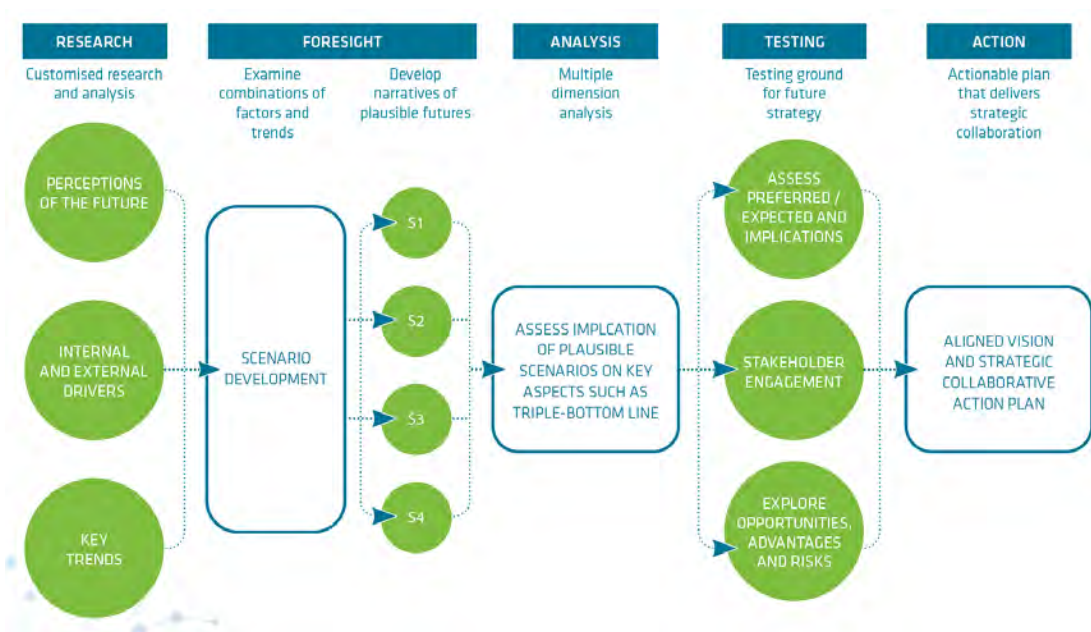
There are several important design principles to the proposed visioning approach, including:

- **Strong collaborative and inclusive people-focused approach.** The long-term success of this project will be dependent on building strong collaboration among the city's various stakeholders. The development of this type of 'eco-system' needs to be built in upfront

in the planning stages of the project with a conscious effort to build on points of consensus to create a common vision for University City.

- **Future oriented.** Building a city-wide shared vision will be critical for University City. In order to develop an agreed-upon vision, community stakeholders will need clarity and a common understanding of the drivers impacting the city.
- **Data driven approach, including data visualization.** Our experience suggests that projects like this are most successful when built on transparent data-driven approaches, inclusive of as many community stakeholders as possible.
- **Project management and communication strategy.** Building the systems and communication methods to ensure compliance and timely delivery are important features of our project management.

Below is the visual outline of how Future iQ’s scenario-based visioning and planning process works.



How a Think-Tank Works

The Think-Tank process helps to define a broad vision, focus areas, and directions. It is usually conducted as a highly participatory 8-hour workshop (held over two days or evenings) that produces a preferred future scenario validated by the completion of individual participant ‘Heat Maps’. The Heat Map results are incorporated into the visioning process, revealing consensus on a preferred future or vision. It is assumed that the Think-Tank will be an in-person workshop. Given the unpredictability of COVID-19 and the potential need for some engagement to be virtual, the project team will work closely with city staff and Steering Committee to design a Think-Tank that will work best for University City.

The scenario based Future Think-Tank is a tool to gain better understanding of community priorities and goals to create effective actions for program and resource allocation. This process will help local community stakeholders explore and understand emergent trends, and their potential implications across the city. A range of plausible future scenarios are developed that act as a testing ground to assess resilience and consequences.



For University City, we believe this process is trying to answer important questions such as:

- What should University City become?
- What makes University City unique and special and how can the city use these characteristics to prepare for the future?
- How will community stakeholder preferences fit into this vision?
- How should funds be invested and leveraged to build resiliency for the city?

In addition, the Think-Tank process can further examine circumstances including:

- How does the city fit into the larger regional community?
- What are the specific strategic gap and growth areas for University City and does previous planning address those areas?
- How may financial/budgetary issues on the State level impact University City and how can the region prepare for potential budget challenges?
- Where does University City fit into the world, and what are its unique competitive strengths?
- How does University City anticipate and take advantage of emerging trends in the economy, country, and aspirations of community stakeholders?
- What unique hurdles might University City face, and how do we build collaborative approaches and structures to ensure continued successful programs and services?
- Where is there opportunity or need to evolve or change? Where is there an appetite for change, and where might there be resistance to change?
- What is the story University City community stakeholders want to tell about themselves and what do they want the city to be in the future?

The methodology being proposed is more in-depth than a SWOT analysis and will allow community stakeholders to tackle these questions in an engaging and thought-provoking manner. This will then lead to the clarification of potential key strategic focus areas that support the University City Community Vision 2040.

Data Visualization is Key to Understanding Community Stakeholders

Data collection and development from surveys provides an inclusive process and a comprehensive understanding of community views and where points of consensus lie. The project team will use an **online Lab Portal** to collect and display University City survey results. For examples, please see <http://lab.future-iq.com>. This approach provides a fun and interactive way to give transparent feedback to participants while at the same time exploring issues and views across University City’s community ecosystem. The Lab also serves as a central location where community stakeholders can go to find updated project information and notices.

The Lab Portal platform provides a people-focused, data-driven approach to visioning, planning and key issue analysis. The image below shows an example of the ‘point of consensus’ in a sample project. The dots represent groups of community stakeholders and where their preferred future was located relative to a range of choices within the scenario matrix. The point of consensus will move depending on the search filters selected, allowing for an engaging and interesting way to explore the various views of different cohorts and groups within the community. For University City, we would set filters based on profile questions such as age, length of time living or working in the city, industry affiliation, etc.



- Deliverables from Phase 2 include:**
- Community survey
 - Data visualization platform
 - University City Future Key Drivers and Think-Tank Workshop
 - Scenarios of the Future Report



CITY OF SMITHVILLE
CITY OF SMITHVILLE VISION AND STRATEGIC ACTION PLAN PROJECT
THINK TANK WORKSHOP REPORT
JUNE 4, 2016



TROTWOOD
TROTWOOD ORGANIZATIONAL STRATEGIC PLAN PROJECT
FUTURE THINK TANK WORKSHOP REPORT
OCTOBER 2016



1.3 Phase 3: Broad Community Engagement

Engagement is a cornerstone of Future iQ’s visioning methodology. Key to effective community engagement is building momentum and excitement around the vision as it is created. Future iQ will use a wide variety of engagement methods to build this momentum – from the Think-Tank, to visioning sessions, discussion board topics, and surveys that reach all corners of the community. The team will go deep and wide to gather input and strive to reach those who don’t usually participate in the public process.



To reach as many community stakeholders as possible, Future iQ will conduct this project in both in-person and virtual formats. We are assuming the larger engagement sessions such as the Think-Tank and Future Summit will be in person. This past year during the pandemic, we found that a hybrid of virtual and in-person for focus groups and interviews to be very successful. This hybrid model has proven to be more efficient and allows for increased participation in many instances. Some of the effective virtual engagement tools we have developed include:

- Virtual workshops, interviews, focus groups and Task Force meetings
- Rapid polling (using engagement tool, Poll Everywhere)
- Discussion boards (please see following link for example: <https://lab.future-iq.com/city-of-smithville-comprehensive-planning-process-2020/smithville-community-engagement/>)
- Online surveys with data visualization (Spanish version surveys available)
- ‘Digital assignments’ for community members

Following the Think-Tank, the Team will seek to engage the public on a city-wide basis. A **Community Vision Survey** will be administered concurrently with the **community vision engagement sessions** to seek input from community stakeholders on the preferred vision that emerged from the Think-Tank process and to begin to set key strategic focus areas for community. The scope and various means of this engagement will be developed in close consultation with city leadership at the start of the project. Groups included in the engagement phase include stakeholders such as:

- Community, recreation, and sporting groups
- Business and industry groups
- University students
- Elected officials
- Open community meetings
- Homeowners’ associations
- Youth and high school sessions



To broaden the reach of community engagement, an online **Discussion Board** and **Story Maps** will be created and administered on the project portal to encourage community discussion and feedback on specific issues and topics that arise from the Vision Survey and visioning sessions.

Sample online Discussion Board Tab on Project Portal



Sample StoryMap



- Deliverables** for Phase 3 include:
- Community vision engagement sessions
 - Vision Survey, data collection and analysis
 - Discussion Board and Story Maps
 - Future Summit

Following the community engagement sessions, Future iQ will convene a **Future Summit**. This group will revisit the Think-Tank and incorporate the results from the expanded engagement to validate the engagement results and develop the key strategic focus areas for the city. The Future Summit serves to foster cohesion and alignment by giving participants the opportunity to validate the final vision and strategic direction for the community. This support will be very important to facilitate resource and city-wide alignment in preparation for the upcoming comprehensive planning process.

1.4 Phase 4: Final Report

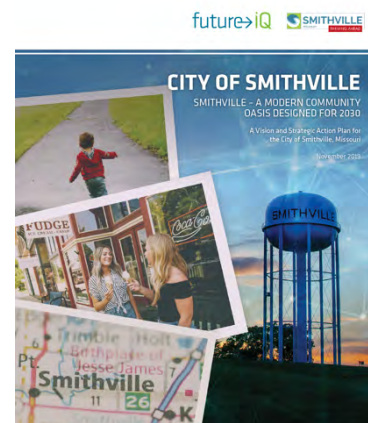
At this point, Future iQ will draw together all information to craft the vision framework for the University City. This will involve careful synthesis of all research, engagement results, reports, and analysis into a first draft of the University City Community Vision 2040 Report. The project team's final steps in the visioning process incorporates the accumulated input on the draft framework from the Steering Committee, elected officials, community stakeholders and city leadership. The project team will use this opportunity to work with City leadership and the Steering Committee to plan for sustainability by developing realistic, implementable key strategic focus areas. Future iQ will work closely with the incoming comprehensive planning firm to assure a seamless transition from the visioning to the comprehensive planning process. The final University City Community Vision 2040 Report will be presented by the Project Director as determined at the initial planning meetings.

Measuring Effectiveness

Understanding and measuring progress in the key strategic focus areas will be an important part of implementing University City's community vision, especially in bridging to the upcoming comprehensive planning process. Used correctly, metrics provide a powerful feedback loop to understanding the effectiveness of resource development strategies and investment in programs and in identifying emerging gaps. In developing metrics, it is important to measure progress over time. By comparing progress of the strategic focus areas at different points in time, the metrics will give an indication of the trajectory of that item. Phase 4 of this project plan includes the development of measurements to support periodic review and adjustment of the city's vision over time.

Deliverables for Phase 4 include:

- Draft and finalize University City Community Vision 2040 Report
- Presentation of the University City Community Vision 2040 Report



2.0 Proposed Project Timeline

The following chart outlines key phases and suggested periods of activities for the project plan. This timeline reflects the relative emphasis of activity. Work on a number of the key deliverables will occur in parallel. This will allow the phases to be completed within the project timeline. Please note that this schedule is flexible, given these challenging times with the impacts of COVID-19. Future iQ will work with University City to create a project management plan and timeline that incorporates the specific needs of the city and remains flexible over the course of the project.

| Key Phases | Key Deliverables | J | A | S | O | N | D | J | F |
|--|--|---|---|---|---|---|---|---|---|
| Phase 1: Initial Planning and Project Set-Up | Initial planning and schedule | ■ | | | | | | | |
| | Engagement and communications plan | ■ | | | | | | | |
| | Establish Steering Committee with regular meetings | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| | Website project page and portal | ■ | | | | | | | |
| Phase 2: Future Scenario Speculation | Community survey | ■ | ■ | ■ | ■ | | | | |
| | Data visualization platform | | | ■ | ■ | | | | |
| | University City Future Key Drivers and Think-Tank Workshop | | | | ■ | | | | |
| | Scenarios of the Future Report | | | | ■ | | | | |
| Phase 3: Broad Community Engagement | Community vision engagement sessions | | | | ■ | ■ | ■ | | |
| | Vision Survey, data collection and analysis | | | | ■ | ■ | ■ | | |
| | Discussion Board and Story Maps | | | | ■ | ■ | ■ | | |
| | Future Summit | | | | | | ■ | | |
| Phase 4: Final Report | Draft and Finalize University City Community Vision 2040 Report | | | | | | ■ | ■ | |
| | Presentation of the University City Community Vision 2040 Report | | | | | | | | ■ |

3.0 Proposed Budget

Future iQ operates on a fixed-price delivery. The fees below include all travel, accommodation costs and overheads for the Project Director and staff. We assume that University City will provide the venues for the Think-Tank, visioning sessions, Future Summit, and other project meetings (if in-person gatherings are permitted). **Please note that the project costs and plan are flexible and easily scalable depending on the needs of University City.**

| Key Phases | Key Components | Proposed Costs |
|--|---|-----------------|
| Phase 1: Initial Planning and Project Set-Up | • Initial planning and schedule | \$1,000 |
| | • Engagement and communications plan | \$2,000 |
| | • Establish Steering Committee with regular meetings | \$2,000 |
| | • Website project page and portal | \$3,000 |
| Phase 2: Future Scenario Speculation | • Community survey | \$4,000 |
| | • Data visualization platform | \$3,000 |
| | • University City Future Key Drivers and Think-Tank Workshop | \$15,000 |
| | • Scenarios of the Future Report | \$5,000 |
| Phase 3: Broad Community Engagement | • Community vision engagement sessions | \$23,000 |
| | • Vision Survey, data collection and analysis | \$3,000 |
| | • Discussion Board and Story Maps | \$3,000 |
| | • Future Summit | \$3,000 |
| Phase 4: Final Report | • Draft and finalize University City Community Vision 2040 Report | \$10,000 |
| | • Presentation of University City Community Vision 2040 Report | \$3,000 |
| Total Fees & Expenses | FIXED PRICE PROPOSAL | \$80,000 |

Proposed payment schedule:

- 25% on signing of contract
- 25% at completion of phases 2, 3 and 4

4.0 Relevant Experience

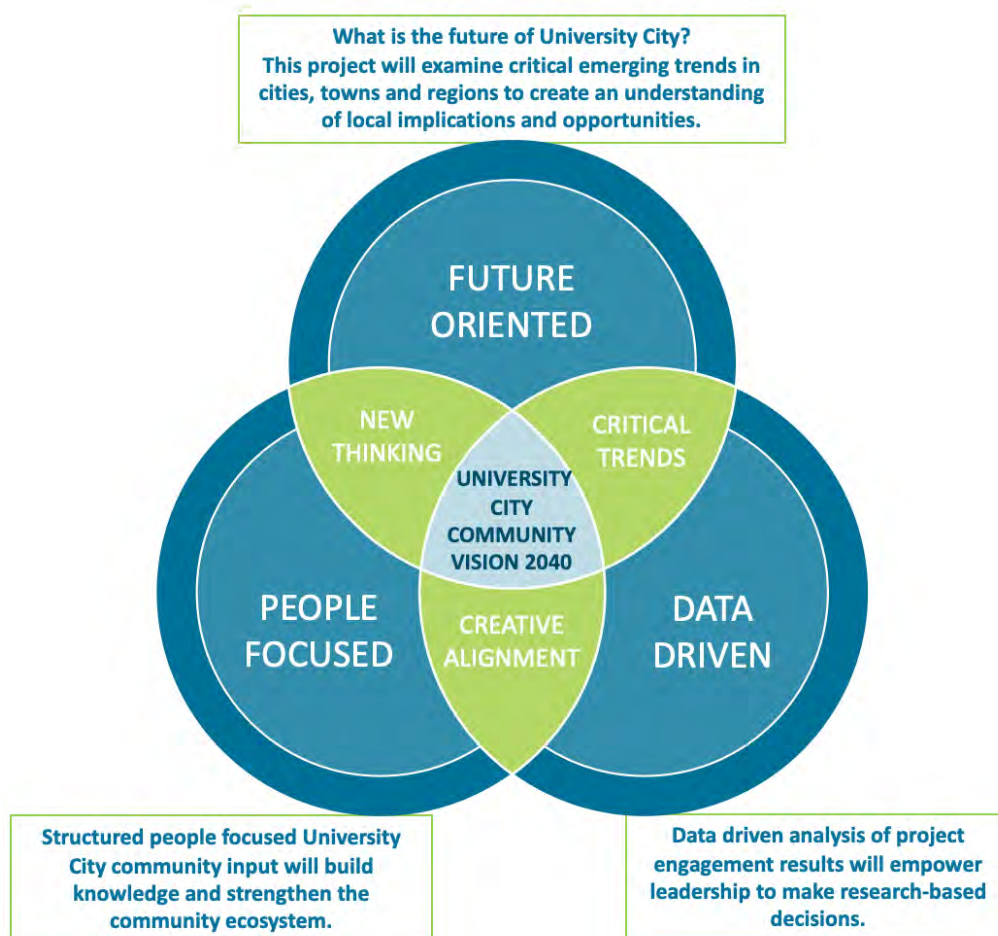
A key feature of Future iQ's work includes visioning projects for cities, nonprofits, corporations, and regions. Below are examples of recent visioning and strategic planning experience. For detailed project descriptions, please visit <http://future-iq.com/featured-projects/>.

- City of Smithville, MO, Community Vision and Strategic Action Plan (2019)
- City of Smithville, MO, Comprehensive Plan (2019-2020)
- City of Smithville, MO, Parks and Recreation Master Plan (2020-2021)
- City of Smithville, MO, Transportation Master Plan (2021-present)
- ChiroCongress, OR, The Future of Chiropractic Strategic Visioning (2020-2021)
- Town of Falmouth, ME, Community Vision and Values Statement (2020-present)
- Envision Bemidji, MN, Community Vision and Strategic Action Plan (2020-covid paused)
- Park City, UT, Community Vision and Action Plan (2019-2020)
- City of Coppell, TX, Vision and Strategic Plan (2018-2019)
- City of Mitchell, SD, Community Vision and Strategic Action Plan (2019)
- Town of Hilton Head Island, SC, Vision and Strategic Action Plan (2016-2018)
- City of Edina, MN, Community Vision and Comprehensive Plan Bridging (2014-2017)
- City of Wayzata, MN, Community Vision (2017-2018)
- B.E.S.T. of Waseca County, MN, Visioning and Strategic Action Plan (2017-2018)
- Tillamook County, OR, Strategic Vision and Action Plan (2018-2019)
- City of Trotwood, OH, Organizational Strategic Plan (2019)
- City of Denton, TX, Comprehensive Solid Waste Management Strategy (2020-present)
- National Association of Development Organizations, Washington DC, Nationwide Strategic Plan (2018-2019)
- CEDA, ID, Visioning and Economic Development Leadership Training (2018-2019)
- Iowa DNR, Iowa Sustainable Materials Management-Strategic Vision for Iowa (2018-19)
- McHenry County College, Crystal Lake, IL, Strategic Visioning and Foresight (2018)
- New North Business Intelligence Initiative, WI (2019)
- Future of Urban Living Global Foresight Consultation, U.K. (2018-2019, 2021)
- ECC Medical/Wellness Destination Strategic Marketing Plan, Edina, MN (2018-2019)
- Community Action Partnership of Hennepin Co., Minneapolis, MN, Strategic Plan (2017)
- R.K. Mellon Foundation, The Next Industrial Revolution (2017-2018)
- Future of Midwest Agriculture, University of Minnesota (2017 – 2019)
- Moosehead Lake Region, ME, Strategic Action Plan (2016-17)
- Travel Oregon, Statewide Regional Tourism Planning (2016-18)
- Maine Woods Tourism and Economic Development, ME (2017-2018)
- Edina Chamber of Commerce Economic Development Strategy, Edina, MN (2016-2017)
- Griffith Foods, IL, Global Executive Think-Tank, and The Future of Food Report (2016)
- North Tyrrhenian Sea Mediterranean Ports Project, Italy/France, Strategic Plan (2015)

5.0 Proposed Methodology

Future iQ brings a global perspective to visioning that is invaluable to local interests. For University City, this means access to a wealth of knowledge and experience in the development of visioning, strategic planning, and economic development for regions, counties, and cities in both rural and urban settings. The project team will use this experience to guide and inform this project and will work with University City and the Steering Committee to develop comprehensive and future-oriented key strategic focus areas to support University City's community vision. These focus areas will balance priorities across the important dimensions specific to University City and incorporate global and local best practices.

It is our firm belief that a successful visioning process is based on three primary principles: It is future oriented, data driven, and people focused. The 'future orientation' is particularly important to take account of rapidly emerging social and technological trends. The 'data driven' ensures the plan is built on solid research, public input, and information, and is measurable. The 'people focused' is important to build support for the vision for the city, and to harness the best possible input into the visioning process.



5.1 Future Oriented

Future iQ produces global foresight publications and research to help our clients build understanding about important future trends impacting cities, regions, communities, and industries. This insight helps community stakeholders to effectively plan for the future. During this project, the project team will draw on research to present customized trend analysis and information most relevant to University City. This will help community stakeholders explore new thinking and ideas, and critically examine emerging challenges and opportunities.



Cities of the Future (2015)

Explores trends that have the potential for widespread adoption over the next two decades.



Future of Tourism (2018)

Explores emerging trends impacting outdoor and recreation-based tourism industries.



Future of Manufacturing (2016)

Analyzes and provides insights on the key trends that are impacting the global manufacturing sector.



The Next Industrial Revolution (2018)

Explores the broad implications and impacts of an emerging world of accelerating digital technology, robotics and automation.



Future of Midwest Agriculture (2017)

Explores future trends and plausible scenarios for Midwest agricultural industries, economies, and communities. Key trends include technological disruption, emergence of global forces and the importance of sustainability.



Global Consultations – Windsor Castle (2012, 2018, 2021)

In partnership with St. George's house, Windsor Castle, Future iQ explored the challenges of building sustainable communities (2012) and explored the future of urban living (2018, 2021).



The Future of Food (2016)

Examines a range of critical catalysts of change relating to the global food supply chain, and the potential impact upon human health, the environment and food security.

5.2 People Focused

Future iQ’s people-focused engagement process facilitates real conversations that get to the heart of the matter and builds consensus. From large-scale participatory forums to targeted focus groups and online survey mechanisms, the project team’s wide range of in-person and virtual engagement methods encourage people to be part of the decision-making and visioning process. This hands-on engagement will be a very important feature of the proposed engagement aspects of this project.



Think-Tank – Scenario Planning

The Think-Tank is an innovative approach to stakeholder engagement. It focuses on scenario-based strategic planning and stresses the role of future-thinking to identify shared interests and common concerns.



Community and Stakeholder Outreach

Throughout the planning process Future iQ engages a broad cross section of stakeholder cohorts using meaningful and inclusive engagement methods.



Large Scale Stakeholder Sessions

Large scale groups build momentum and community stakeholder enthusiasm for the planning process.



Focus Groups and Planning Workshops

Targeted focus group sessions and customized vision workshops deliver invaluable qualitative and quantitative stakeholder engagement insights.



Simulation Learning *Future Game*[®]

The Future Game is a planning simulation tool provides stakeholders with a dynamic gaming experience rewarding collaboration, innovation, and teamwork.

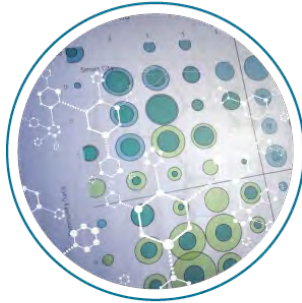


Student Sessions *The Youth Voice*

Individual classroom and large group visioning sessions empower the youth voice in future planning for communities.

5.3 Data Driven

Future iQ specializes in sophisticated data collection and analysis. Using our innovative Future iQ Lab Portal, survey data collected from a wide range of cohorts will be presented in a way that allows the community stakeholders of University City to see how their personal input helps shape the overall vision for the City.



Stakeholder Surveys

Comprehensive stakeholder data, presented in a transparent and interactive manner, can help build rapid alignment around key points of consensus. This enables organizational leadership to make decisions and planning actions that are defensible and supported by the voices of all stakeholders.



Best Practices Benchmarking

Multi-dimensional benchmark studies and analyses of cohort communities provide valuable insight to clients.



Data Visualization

Survey results will be collected and presented in an innovative and interactive data visualization platform. This will allow stakeholders to examine the data collected from surveys themselves, explore levels of alignment or divergence around key topics, and selectively filter to view perspectives from their own sector, or other profile category.



Lab Portal

A customized Lab Portal gives clients a centralized location for project information, discussion boards, engagement dates, reports, and survey result data visualization.



Data Insights

Key data insights and analysis throughout the visioning process provide clients a glimpse into community sentiment and priorities.



Future Insight

Future insight and trend analysis during strategy development give clients the opportunity to consider the impacts and implications of future trends on current local planning.

6.0 References

Smithville, MO – Vision and Comprehensive Planning projects (2019-20)

Cynthia Wagner
City Administrator
City of Smithville, MO
107 W Main Street • Smithville, MO 64089
Tel: (816)532-3897
Email : cwagner@smithvillemo.org

Coppell Vision 2040 and Strategic Plan, Texas (2018-2019)

Traci E. Leach
Deputy City Manager
225 E. Parkway Blvd.
City of Coppell, TX
Tel: 972-304-3672
Email: TLeach@coppelltx.gov

Vision Edina, Edina, Minnesota (2014-2015)

Scott Neal, City Manager
City of Edina
4801 W. 50th Street
Edina, MN 55424
Tel: 952-826-0401
Email: sneal@edinamn.gov



University City Community Vision 2040

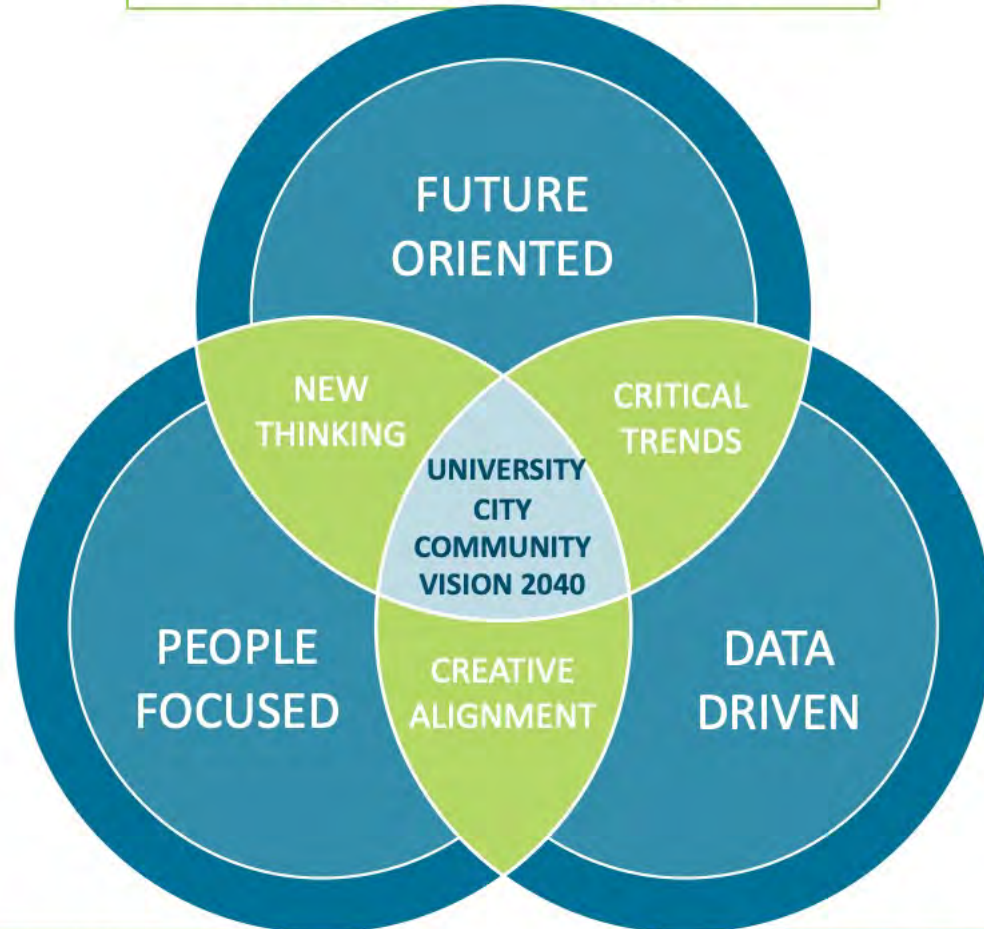
28 June 2021

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Create Future Intelligence[®]

Project Approach

What is the future of University City?
This project will examine critical emerging trends in cities, towns and regions to create an understanding of local implications and opportunities.



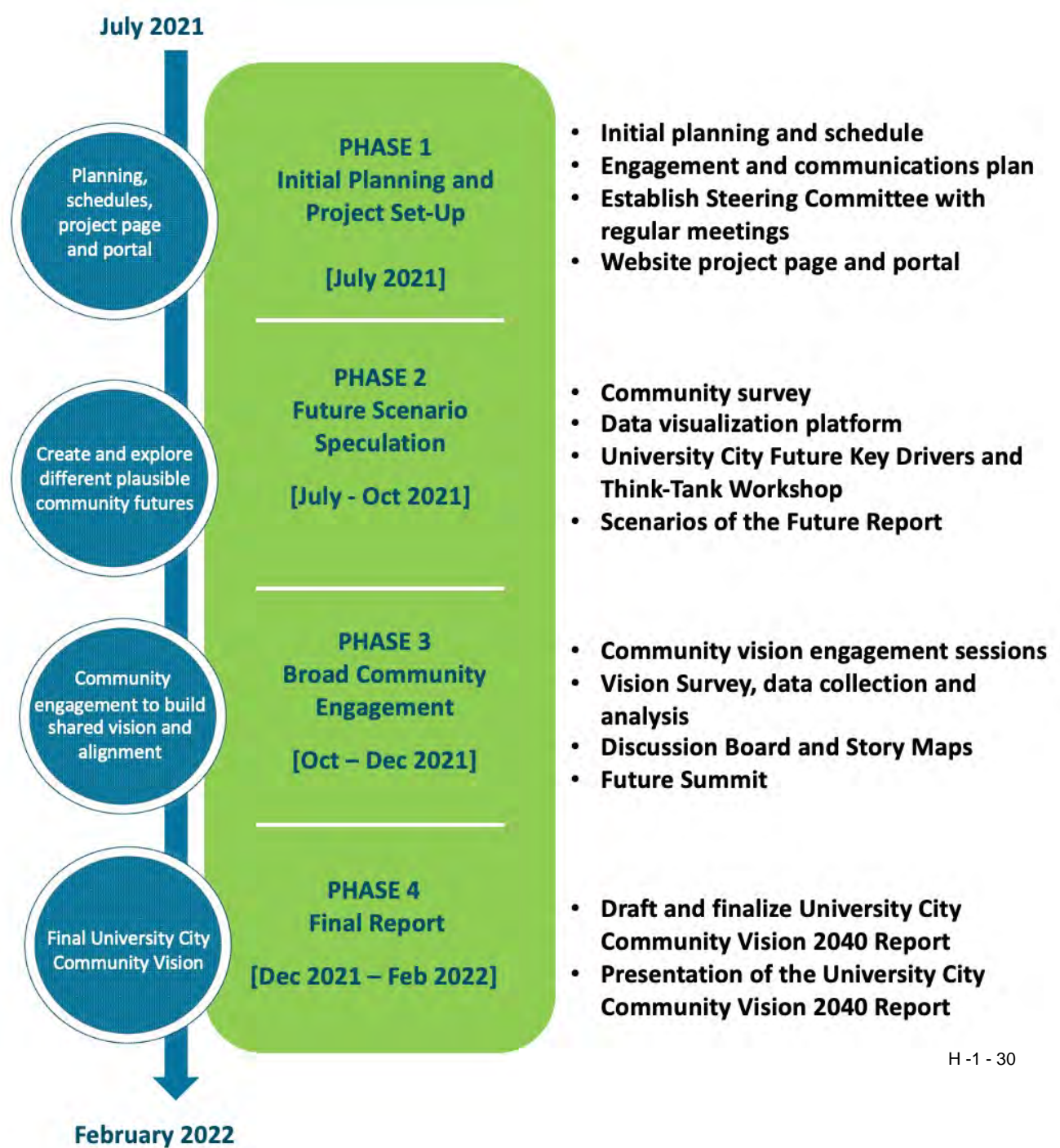
Structured people focused University City community input will build knowledge and strengthen the community ecosystem.

Data driven analysis of project engagement results will empower leadership to make research-based decisions.

future→iQ®

Create Future Intelligence®

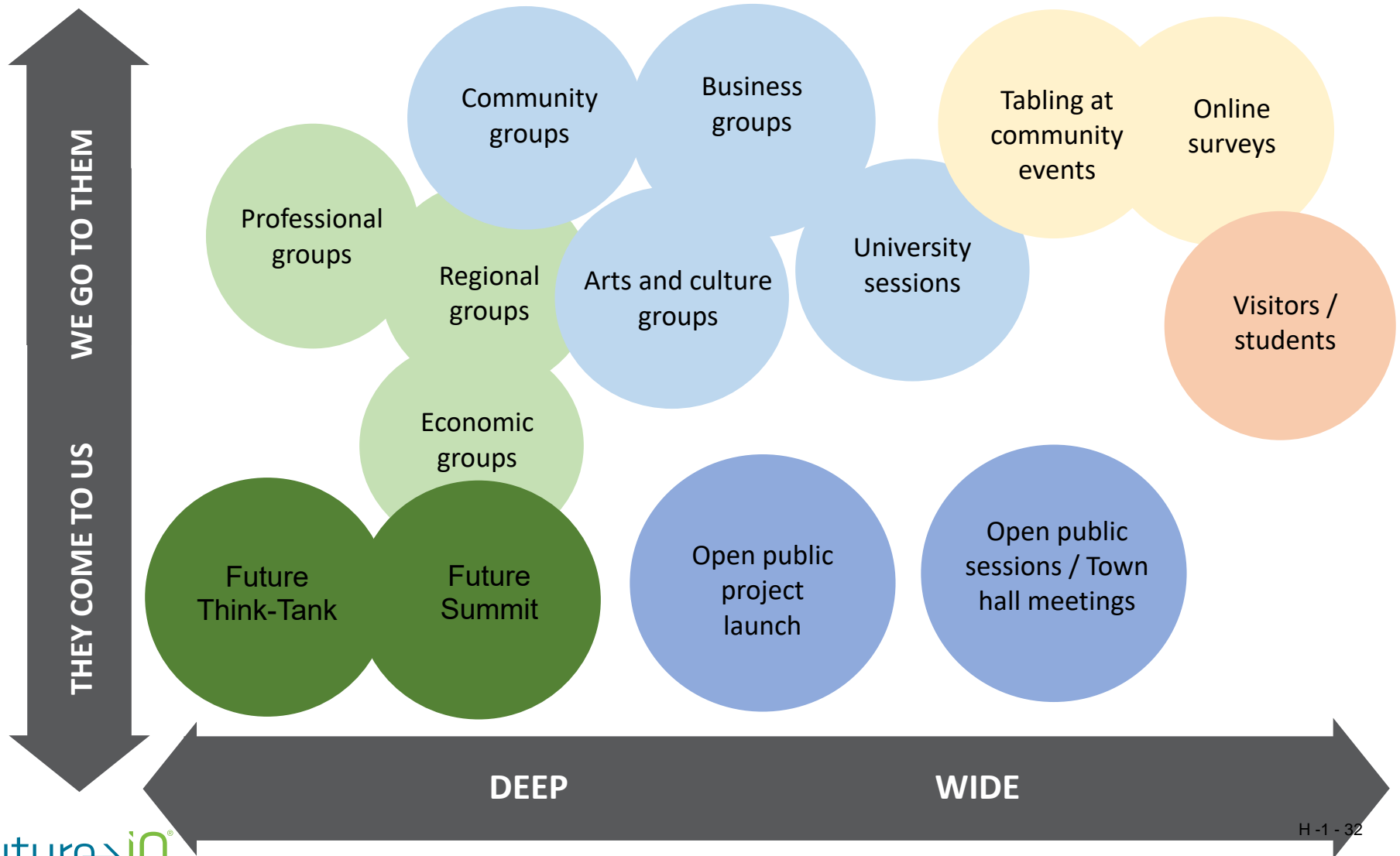
Project Process Plan



Project Timeline

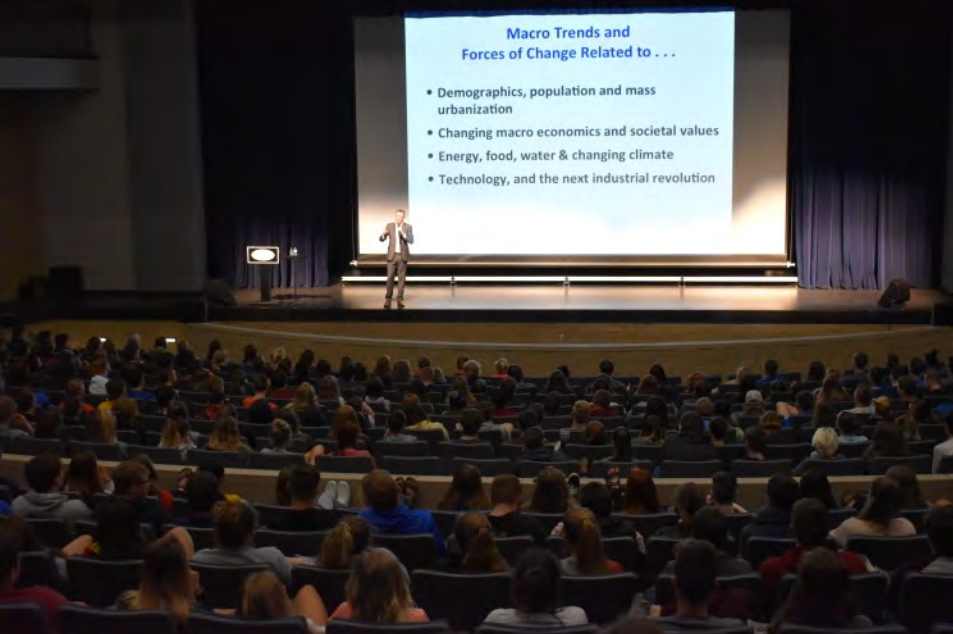
| Key Phases | Key Deliverables | J | A | S | O | N | D | J | F |
|--|--|---|---|---|---|---|---|---|---|
| Phase 1: Initial Planning and Project Set-Up | Initial planning and schedule | ■ | | | | | | | |
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Stratified and Structured Engagement



The Youth Voice

Mitchell High School 500+ Students /
University and Technical Institute Students



Waseca High School 150+ Students



Wayzata High School
100+ Students

Coppell 100+ Students



Questions?

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Council Agenda Item Cover

MEETING DATE: June 28, 2021

AGENDA ITEM TITLE: Ordinance Authorizing Night Work For Costco Site

AGENDA SECTION: Unfinished Business - Bills

CAN THIS ITEM BE RESCHEDULED? : Yes

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

BACKGROUND REVIEW:

At an upcoming City Council meeting, members will be asked to consider an Ordinance authorizing the City Manager to temporarily waive the provisions of Section 215.780. Specifically, the request is to authorize the City Manager to authorize Holland Construction Services, Inc to conduct night work for the Costco Site. Per that section of the code, night work would traditionally not be allowed from 10:00 pm to 7:00 am, and on Sunday.

RECOMMENDATION:

City Manager recommends approval of the Ordinance giving him authority to permit temporary night work at the Costco site.

Attachments:

- 1: City Manager Memo
- 2: Ordinance No. 9435



Department of Planning and Development

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

M E M O R A N D U M

TO: Gregory Rose, City Manager
FROM: Clifford Cross, Director of Planning & Development
DATE: June 17, 2021
SUBJECT: Requested Night Work For Costco Site Development
CC: John Mulligan, City Attorney

At an upcoming City Council meeting, members will be asked to consider an ordinance authorizing a waiver to Municipal Code Section 215.780. Specifically, the request is to allow Holland Construction Services, Inc to conduct night work for the Costco Site. Per that section of the code, night work would traditionally not be allowed from 10:00 pm to 7:00 am, and on Sunday.

However, due to daytime peak traffic hours and logistical challenges of moving dirt, from the north side of Olive to the remaining portion of Redevelopment Project Area # 1 on the south side of Olive, the developer is requesting a waiver to complete night work. Furthermore, it is staff's understanding the developer has been unable to obtain approval from the Missouri Department of Transportation to temporarily alter the timed intersection traffic signal at the intersection of Olive and McKnight / Woodson during the daytime. As a result, staff intends to present a waiver request seeking approval to authorize night construction from August 2, 2021 to September 25, 2021 to accommodate Holland Construction Services, Inc. request to conduct night work subject to the following conditions:

1. All streets and public Right of Ways are cleaned and returned to their previous unobstructed state daily prior to 7:00 am.
2. An approved job scope and mitigation plan is provided to and approved by the Building Commissioner prior to construction.
3. Any extension or change to the construction schedule be provided in writing to the Building Commissioner for review and consideration.
4. No work conducted between the hours of 10:00 pm. Friday night to 7:00 am. Saturday morning or 10:00 pm. Saturday night to 7:00 am. Monday morning.

Attachments:

1. Ordinance

INTRODUCED BY: _____

DATE: _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO PERMIT CONSTRUCTION WORK OR ACTIVITY DURING OTHERWISE PROHIBITED TIMES; CONTAINING A SUNSET CLAUSE

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

Section 1. The City Manager may permit construction work or activity during otherwise prohibited times to accommodate transportation mitigation (such as evening haul routes) or where due to time constraints on project completion it is necessary, notwithstanding any ordinance to the contrary, including but not limited to University City Municipal Code Section 215.780 relating to noise.

Section 2. The City Manager shall specify in writing such permitted times and dates and any conditions deemed necessary to protect the public health, safety and general welfare.

Section 3. This Ordinance shall take effect and be in force from and after its passage as provided by law, until December 31, 2022, and as of that date this Ordinance is repealed.

PASSED this _____ day of _____, _____.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

