



MEETING OF THE CITY COUNCIL  
CITY HALL, Fifth Floor  
6801 Delmar Blvd.  
University City, Missouri 63130  
**Monday, July 12, 2021**  
**6:30 p.m.**

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, those who are not fully vaccinated are asked to wear face coverings. To provide for social distancing during Council meetings in-person public attendance will be limited to the first 25 people.

Citizen may also observe the Meeting via Live Stream on YouTube:

[https://www.youtube.com/channel/UCyN1EJ\\_-Q22918E9EZimWoQ](https://www.youtube.com/channel/UCyN1EJ_-Q22918E9EZimWoQ)

**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. APPROVAL OF AGENDA**

**D. PROCLAMATION**

1. Condolences for St. Louis County Councilwoman Hazel Erby

**E. APPROVAL OF MINUTES**

1. June 14, 2021 – Study Session Minutes (Special Events Policy and Businesses along Olive)
2. June 21, 2021 – Special Session Minutes
3. June 25, 2021 – Special Session Minutes
4. June 28, 2021 – Regular Session Minutes

**F. APPOINTMENTS to BOARDS & COMMISSIONS**

1. James Crowe is nominated to the Park Commission as a fill in replacing Kevin Taylor's vacated seat (1/1/2023) by Councilmember Bwayne Smotherson

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

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

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

**H. CONSENT AGENDA**

1. Ratification – U City In Bloom Support Letter
2. Declaring PILOTs as Surplus – Approving letter to St. Louis County
3. Code Enforcement Electric Vehicle (EV) Purchase

**I. CITY MANAGER'S REPORT**

1. Library Renovations Update (presentation)
2. Conditional Use Permit – PC 21-09 – Approval of a Conditional Use Permit to approve a Floor Area Ratio (FAR) increase to 2.01 and density to accommodate 252 dwelling units.
3. Trivers Contract
4. Pledge to Stop the Spread of Invasive Species

**J. NEW BUSINESS**

*Resolutions*

1. **Resolution 2021-12** – A Resolution establishing the Visioning 2040 Task Force

*Bills*

2. **Bill 9436** – AN ORDINANCE AMENDING CHAPTER 110 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO ADMINISTRATION, BY REPEALING SECTION 110.040 THEREOF, RELATING TO DISCLOSURE OF CONFLICTS OF INTEREST, AND ENACTING IN LIEU THEREOF A NEW SECTION TO BE KNOWN AS “SECTION 110.040 DISCLOSURE OF CONFLICTS OF INTEREST.”
3. **Bill 9437** – AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF UNIVERSITY CITY AND THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION PROVIDING FOR THE *CANTON AVE. IMPROVEMENT PROJECT*
4. **Bill 9438** – AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS “8400 DELMAR BOULEVARD”
5. **Bill 9439** – AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR THE PROPOSED 8400 DELMAR DEVELOPMENT LOCATED AT 8400 DELMAR BOULEVARD
6. **Bill 9440** – AN ORDINANCE AMENDING SECTION 400.070 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE OFFICIAL ZONING MAP, BY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF PROPERTY AT 1309 PARTRIDGE AVENUE FROM PUBLIC ACTIVITY (“PA”) TO PLANNED DEVELOPMENT—RESIDENTIAL USE DISTRICT (“PD-R”); AND ESTABLISHING PERMITTED LAND USES AND DEVELOPMENTS THEREIN; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY

**K. 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

**L. CITIZEN PARTICIPATON (continue if needed)**

**M. COUNCIL COMMENTS**

**N. EXECUTIVE SESSION**

Motion to go into a Closed Session according to Missouri Revised Statutes 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives or attorneys and (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration

**O. ADJOURNMENT**

Posted 9<sup>th</sup> day of July 2021.

LaRette Reese  
City Clerk



**PROCLAMATION  
OF THE  
CITY OF UNIVERSITY CITY**

**WHEREAS**, on behalf of the City of University City, we wish to extend our sincere condolences over the passing of Hazel Erby, and

**WHEREAS**, Hazel Erby, a long-time resident of University City, a consummate civil servant and politician who left an indelible mark on the City of University City and St. Louis County, and

**WHEREAS**, Hazel Erby served the people of University City, St. Louis County and the greater St. Louis region for many years and showed that commitment through her work with numerous organizations, including the University City Police Department, the School District of University of City; and

**WHEREAS**, in 2004, Hazel Erby became the first African American female elected to the St. Louis County Council representing the First District and later in 2009, served as the first African American female to Chair the County Council representing 38 municipalities; and

**WHEREAS**, Hazel Erby exemplified honesty and integrity and was a tireless advocate for racial equality and a role model for women of color in politics and other leadership roles, and

**WHEREAS**, Hazel Erby earned the respect, admiration and high regard of all with whom she came into contact, and our community has sustained a great loss in her death, and

**WHEREAS**, Hazel Erby was a devoted wife, mother, grandmother, a kind, considerate and compassionate friend and neighbor to all who knew her.

**NOW, THEREFORE**, in recognition of Hazel Erby’s contributions to our community and its citizens, we hereby express our deep appreciation for her service to our community and extend to her family our sincere sympathy upon her passing.

**WHEREOF**, we, the City Council of the City of University City, have hereunto set our hands and caused the Seal of the City of University City to be affixed this 12<sup>th</sup> day of July in the year Two Thousand and Twenty-One.

SEAL

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

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

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

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

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

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

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

ATTEST

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



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.**

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## STUDY SESSION

### Parks Special Events Policy and The Process to Regulate Businesses Along Olive Blvd.

CITY HALL, Fifth Floor, University City, Missouri 63130

June 14, 2021

5:30 p.m.

### AGENDA

Requested by the City Manager

#### 1. MEETING CALLED TO ORDER

At the Study Session of the City Council of University City held via videoconference, on Monday, May 24, 2021, Mayor Terry Crow called the meeting to order at 5:31 p.m.

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

Councilmember Stacy Clay  
Councilmember Aleta Klein  
Councilmember Steven McMahon; *(Arrived at 5:42 p.m.)*  
Councilmember Jeffrey Hales  
Councilmember Tim Cusick  
Councilmember Bwayne Smotherson

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

#### 2. CHANGES TO REGULAR AGENDA

Mr. Rose informed Council that he would be making some minor modifications to Bill 9434 prior to its introduction.

#### 3. PARKS SPECIAL EVENT POLICY (DISCUSSION & DIRECTION)

Mr. Rose stated after receiving several questions regarding the Parks Special Event Policy, he asked Mr. Dunkle to provide Council with an overview of this policy.

#### Purpose

To better manage the finite resources of the Department and to assist organizations in staging successful special events without impacting other park users or risking the public's health and safety.

#### What is a Special Event?

- A special event is defined as an activity or series of activities, specific to an identifiable time and place, most often produced in conjunction with community organizations, held on park property, and generally occurring once a year.

This activity generally occurs outside the framework of the specific general public's use of the park; (i.e., pavilion rental, ball field rental, basketball courts, tennis courts, playgrounds, trails, swimming pools, community centers, recreation centers, dog parks, etc.).

- Special events can include any activity involving entertainment, amplified sound, food, beverage, merchandise sales, or any activity such as a festival, fair, circus, parade, classes, lessons, camps, clinics, walks, runs, rides, trade shows, craft shows, public dance, concert or performance.

### The Policy

1. Events must be planned by U City residents or a501c (3) non-profit organization based within U City.
2. The proposed activity or use of a specific park, park area, facility, or trail shall not reasonably interfere with or detract from the general public's enjoyment of a specific park, park area, facility, or trail.
3. The location of the proposed activity or use must be in an area deemed suitable by the City.
4. The proposed activity or use shall not entail unusual, extraordinary, or burdensome expenses on the City's police, fire, or maintenance operations.
5. Event requests for fundraisers organized by for-profit businesses are prohibited.
6. Event organizers must successfully apply and submit a non-refundable \$100 special event fee to the Parks, Recreation, and Forestry Department at least three (3) months prior to their tentatively scheduled date; to cover the time spent on reviewing the application, and a \$1,000 security deposit one (1) month prior to the event.
7. All fees must be paid for any area of the park that will be closed or inaccessible to the general public, and any well-defined general open spaces.

### Permits & Licenses

The issuance of Permits and Licenses are governed by State, University City, and County Ordinances.

1. **Special Use Permit:** (University City) – For any event/activity taking place within a City R.O.W.
2. **Consumption Permit:** (University City) – For any event/activity where the consumption of intoxicating liquor may be present.
3. **Business License:** (University City) – Required to operate a business within the City.
4. **Revenue Licensing:** (St. Louis County) - Required to operate a business or sell goods and services within St. Louis County.
5. **Vendors and Solicitor's Permit:** (University City) – Required to sell food and beverages.
6. **Liquor License:** (City, County, State) -Required to sell intoxicating liquor within the City.
7. **Picnic License:** (University City) – Required for the sale of all kinds of intoxicating liquor (packaged or by the drink) for no more than three days.
8. **Amplified Sound Permit:** (University City) – Required for any use of loud-speakers or amplified sound.
9. **Health Permit:** (St. Louis County) – Required to sell or handle food (i.e., Food Concessions).
10. **Portable Sanitation Permit:** (St. Louis County) – Required for events with over 100 people where portable restrooms are needed.
11. **Amusement Rides and Inflatable's:** (St. Louis County) – Permit and inspections required.
12. **Temporary Structure Permit:** (St. Louis County) – Required to erect tents, canopies, stages, etc.

Mr. Dunkle stated after a review of the City's current policies, as well as the policies implemented by other municipalities, and St. Louis County, staff has made several recommendations.

## **Recommended Changes**

- Events must be planned primarily to benefit U City residents.
- Events may only be planned and rented by:
  - 501c(3) non-profit organizations based in U City
  - University City recognized subdivisions/homeowner associations
  - Churches and schools located within U City; and
  - University City residents for birthday parties and family reunions
- Organizations that charge a registration or attendance fee are required to pay the fees listed below, in addition to all other fees and charges that may apply:

<u>Anticipated Crowd Size</u>	<u>Proposed Fee</u>
1-200 People	\$50.00
201-1,000	\$120.00
1001 – 2,000 PEOPLE	\$300.00
2,001 – 5,000 PEOPLE	\$420.00
5,001 + PEOPLE	\$600.00

- Vendors must also provide the City with fifteen (15%) of their gross receipts.

Councilmember Clay posed the following questions to Mr. Dunkle:

**Q. Earlier this year there was some ongoing dialogue with folks interested in sponsoring youth sports. Would this be considered a special event?**

A. *In general, it would not be. That would go through the City's regular permitting process for renting a baseball field. However, if they wanted to rent a ball field for a tournament and they were selling goods it would fall under the category of a special event.*

**Q. Could a for-profit entity rent out an area under the City's regular rental policies?**

A. *Yes, if they just want to rent the field for a game or practice. But the City also has other Ordinances related to their level of insurance, paid instructors, etc., that they might have to comply with.*

**Q. Are only non-profits are allowed to utilize the Special Event Policy?**

A. *That is correct.*

**Q. Has there ever been an instance where a for-profit entity utilized this policy?**

A. *No, not that he is aware of.*

**Q. Does the fact that for-profit organizations are not allowed to utilize this policy mean the City could potentially be losing revenue?**

A. *It has not been an issue since my employment at U City, and in talking with staff, their experience has been the same. The main issue with opening the doors to for-profits or non-residential entities is that once you start you become inundated with tons of requests to use your facilities; which could be either good or bad. But the most important aspect is that the City does not have the infrastructure or staff to provide these kinds of special events, so it's a way of controlling the use of City facilities.*

**Q. Based on the list of Permits and Licenses, it seems like someone interested in having a neighborhood picnic with perhaps a drink or two, would have to go through a pretty complex process?**

A. *Most of these requirements are in conjunction with specific ordinances established by the City.*

Councilmember Clay stated he would strongly advocate seeking the input of current users to get feedback on their experience and suggestions for streamlining the process.

Mr. Rose stated an item has been placed on tonight's regular Agenda where staff will be recommending that Council give consideration to referring this policy to the Parks & Recreation Commission with a request that they drill down on ways to make improvements.

Councilmember Smotherson questioned whether the Parks Special Event Policy was similar to the City's Charter and policies? For instance, are protests, like the one that recently occurred in the Loop, required to go through the Special Event, Permit or License process? Mr. Rose stated these are two distinct issues. One deals with the City's typical course of business where someone wants to rent a facility and the other deals with someone wanting to exercise their freedom of speech rights; which the City is limited in its capacity to manage. So, if a group of two hundred people shows up in The Loop to protest, they are not required to go through the Special Events process. Although staff would like the leaders to contact the Public Safety Department to ensure that its residents are safe, they are not required to do so.

Mr. Mulligan stated you have to look at the particular property involved. What Mr. Dunkle has been talking about are requirements that deal with park facilities. But when it comes to public sidewalks and streets the City has a permitting process that is handled by Public Works.

Councilmember Smotherson asked how the City would have handled the protest if it had taken place in Heman Park?

Mr. Mulligan stated the intent is to get as much information as possible to help you evaluate the particular use. So, with a group of two hundred people showing up at Heman Park, you want to know things like, where in Heman Park, and what is the intended use. So, there is some regulatory authority, but it has to be determined on a case-by-case basis and balanced with an individual's First Amendment Rights.

Mayor Crow stated he is not sure there have ever been many protests of any size in the neighborhood parks, but it is an interesting question.

Councilmember Smotherson stated what he wanted to make sure everyone understands is that there are different forms of protests which could lead to a group showing up in a park. But he definitely understands the principle of First Amendment Rights.

He stated he would also like to get an understanding of why University City residents are being restricted to birthday parties and family reunions when there are other occasions when families might want to utilize a park? Mr. Dunkle stated it could be expanded to include weddings and other types of functions.

Councilmember Cusick asked if it was correct that residents, non-profit organizations, subdivisions/homeowner associations, churches, and schools, would all have to pay a \$1,000 security deposit and if so if this has always been the policy? Mr. Dunkle stated the policy has been in place for some time, but he is not sure if the amount has always been the same. He stated the rationale for the deposit is to ensure the City receives reimbursement for any damages that may occur,

Mr. Rose asked Mr. Dunkle if had changed the dollar amount? Mr. Dunkle stated he does not believe it was changed in October, but he can look into it.

Mayor Crow stated his perspective is that it has probably always been there, just not enforced consistently.

Councilmember Klein questioned if someone wanting to have a family picnic would have to go through the same process as someone wanting to conduct a fair or some larger event?



Mr. Dunkle stated if an event is outside the general use of a park then they would need to go through that process. Birthday parties or picnics that request the use of a pavilion would only need to go through the Pavilion Rental process. Bigger crowds seeking to use specific areas of the park must go through the Special Use Event process.

Councilmember Klein stated she thinks the message for residents who simply want to have a neighborhood picnic but are required to fill out ten pages of paperwork and submit a \$1,000 deposit, is that the City really does not want them to use these facilities. So, while she does understand that processes have to be in place that is not the message she wants to send out to residents. She stated one possibility could be to streamline the paperwork so that they don't have to sift through countless questions that don't apply to simple gatherings like a picnic or birthday party. Residents need to feel as though these parks are there for them and the City should work to establish procedures that make it easy for them to utilize these resources.

Mr. Dunkle stated customer service is what his department is all about and most of the feedback they have received in the past two years has been very positive. Oftentimes people never give much thought to the little things that can help make their event a success, so the intent of the questions is to help staff identify what an applicant's needs are so that they can adequately prepare for each specific function.

Councilmember Hales asked if a family picnic fell under the category of a special event? Mr. Dunkle stated a picnic in the park is a normal use unless there will be 50 to 60 people in attendance. Then it becomes a special event because it's outside the normal use. Councilmember Hales questioned whether any new park-related policies had been established over the last few years or if these were simply policies that have been on the books and either underutilized or enforced?

Mr. Dunkle stated the vast majority of the City's policies are from 2004. So, while his staff has worked to clarify and enforce policies that may have been modestly enforced, they have not changed any. For example, the permits and licenses displayed here today have all been in place for a number of years, but most people were probably not even aware of their existence.

Mr. Rose stated one of the challenges staff face is that they don't have the luxury of saying, "*We think this is a bad policy so we're just going to ignore it,*" because their role is to make sure these policies are enforced. It is the Mayor and Council that decides the policies and when staff believes that a policy could be improved, it is brought before Council for consideration.

Councilmember McMahon stated it seems like what the Special Use Event Policy is dictating is exclusive use of specific areas of a facility. Because even though the City's overriding policy is that its parks are open and accessible to everyone, if anyone wants the benefit of this exclusive use then these policies have to be in place to ensure that staff not only understands how to accommodate their needs but the needs of other residents who want to enjoy the park as well.

Mr. Dunkle stated the policies are another measure of making sure that staff can provide safety and the proper amenities for these special events that people have come to expect.

Councilmember McMahon asked how the 15% of gross profits from vendors shall go to the City was derived? Mr. Dunkle stated the percentage was adopted from St. Louis County's policies. But to be honest, he has only had a few requests for events with vendors which were all canceled because of COVID. So, it's just something to consider down the road.

Mayor Crow stated he thinks everyone recognizes that the City is operating under some old ordinances and guidelines, but he does think the recommendation to submit a non-refundable \$100 special event fee to the Parks, Recreation, and Forestry Department at least three (3) months prior to the event is a little too far in advance. And he would also like the Purpose statement to lead with welcoming people into the City's parks before it provides an explanation of the intent.

He stated even though the application may be designed to help staff identify the needs of an applicant; it may also be the reason why people would rather run the risk of having an event versus going through this process. Mayor Crow stated while the thrust of these policies and guidelines are probably associated with the need to control outside organizations, he solely believes that a neighborhood association should not have to go through such a tedious process. If they need a security deposit, that's okay. But citizens should be entitled to some form of expedited treatment. That said, he thinks this policy should go to the Parks Commission and even be included in the next Citizen's Survey.

Councilmember Clay stated he appreciates the recommendation to send this back to the Parks Commission who he believes is well-positioned to opine on this topic, but they are not going to have the same perspective as someone who does not do this on a regular basis. So, he would not abandon the idea of testing some of these guidelines out on some of our residents or neighborhood associations; and would encourage staff to do so, because that's ultimately where the rubber meets the road.

#### **4. PROCESS TO REGULATE BUSINESSES ALONG OLIVE BLVD.**

Requested by Councilmembers Smotherson and Clay

Mr. Rose stated this item was originally requested by Councilmembers Smotherson and Clay, who were seeking a better way to regulate discount businesses along Olive Blvd. So, tonight Mr. Cross will be presenting a proposed process to hopefully accomplish that objective.

#### **Conditional Use Permit Process & Prospective Amendments**

Staff researched Tulsa, Oklahoma's Healthy Neighborhoods Ordinance, which is identified as an Overlay District. This tool was not designed as a permitted or conditional use, but to accommodate a better quality of life throughout individual neighborhoods.

A review of Tulsa's Dispersal Standards led staff to the conclusion that the best way to handle regulating businesses along Olive was the Conditional Use Permit (CUP) Process. The positive aspect of utilizing a CUP when considering an individual site is that it provides the Plan Commission and Council with the opportunity to review each discount store and reach a conclusion; (finding of facts), on exactly how it will impact the neighborhood.

Tulsa, Oklahoma

- Overlay District:
- Healthy Neighborhoods Overlay:

**Section 20.060 Healthy Neighborhoods Overlay**

**Purpose and Intent**  
The regulations of this section are established for properties located within the boundaries of the healthy neighborhoods overlay (HNO) district. The purpose of the healthy neighborhoods overlay (HNO) is to modify and supplement regulations in a specified area where there is a desire for greater diversity in retail options and convenient access to fresh meats, fruits and vegetables. These regulations are intended to:

- Avoid and reduce over-concentration of small box discount stores in the area.
- Encourage and streamline grassroots access to fresh meats, fruits and vegetables.
- Encourage a greater diversity of retail activity and purchasing options within the area.
- Allow for a more community-based approach to distributing and purchasing fresh meats, fruits and vegetables in a specified area.
- Promote investment and development in a community where change is desired.

Example CUP Standards

Dispersal Standards – Healthy Overlay District

Section 20.06-C Dispersal Standards for Small Box Discount Stores

To avoid over-concentration, a small box discount store, as defined in Section 35.050-1.4, within the overlay area must be separated from another small box discount store within or outside the overlay area by a minimum distance of 5,200 feet. The required separation distance must be measured in a straight line from the nearest point on the lot line of the property occupied by a small box discount store to the nearest point on a lot line of the other property occupied by a small box discount store. The separation distance requirements of this section may be reduced if approved through the special exception approval process.

PC Recommendation & City Council Actions

Process – Required City Approvals

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

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

Review Criteria

Review Criteria

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

1. The proposed use complies with the standards of this Chapter, including performance standards, and the standards for motor vehicle oriented businesses, if applicable, as contained in Section 400.2730 of this Article;
2. The impact of projected vehicular traffic volumes and site access is not detrimental with regard to the surrounding traffic flow, pedestrian safety, and accessibility of emergency vehicles and equipment;
3. The proposed use will not cause undue impacts on the provision of public services such as police and fire protection, schools, and parks;
4. Adequate utility, drainage and other such necessary facilities have been or will be provided;
5. The proposed use is compatible with the surrounding area;
6. The proposed use will not adversely impact designated historic landmarks or districts; and

Findings of Fact

Findings of Fact (Section 400.2720)

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

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

## **Recommended Process**

- Input from City Council
- Work with Plan Commission - Code Subcommittee
- Formal Text Amendment Request to Plan Commission
- City Council Approval

Councilmember Smotherson asked if the Tulsa Dispersal Standards were being considered in the Proposed Amendment since his proposal was for a mile and a half of separation? Mr. Cross stated based on his research the footage provided in this standard is pretty common and if adopted will provide four or five key locations for development. But based on how the boundaries are established and the current number of stores already in existence, a mile and a half would be very restrictive.

The other thing you have to look at is the fact that the Ordinance already requires convenience stores to get a CUP, but it does not contain any dispersal standards. And convenience stores are very similar in square footage and the type of items sold.

So, if the Ordinance intends to promote a better quality of life in the neighborhood through the sale of fresh foods and products, then the one-mile radius needs to be considered.

Councilmember Smotherson stated his objective is to place controls on the prolific spread of these establishments in his neighborhood. Recently, one of their restaurants transformed into a convenience store, and if Council concedes to a mile that means they will be conceding to having Family Dollar as a part of the 1-170 development. Mr. Cross informed Councilmember Smotherson that his staff was addressing the restaurant's conversion. However, to gain a better understanding of how to draft the conditions for the CUP one question that needs to be answered is what are the major concerns with discount stores? Is it the square footage, the architectural standards, or the model and how it fits into a neighborhood? Because once you set predetermined conditions in a CUP, and an applicant meets those requirements, you'll have a tough time denying their request.

Councilmember Clay stated by saying they only want healthy products within a specific category, Tulsa very cleverly created exclusion via inclusion. So perhaps, that's the same approach the City should take. Olive has five-dollar stores and there is research associated with these types of businesses on why they come to certain areas, in what he thinks, could be considered a predatory design. Councilmember Clay stated he would rely on Mr. Cross, his staff, and the City Manager to figure out how these thoughts can be enshrined similar to the way the City approached payday loans and check-cashing stores.

Mr. Cross stated payday loans are not specifically addressed in the Zoning Ordinance. In this case, what it comes down to is the Zoning Administrator's interpretation, which could theoretically be a problem if they find that an application is similar in use. So, looking at the uses considered detrimental to a neighborhood and clearly defining them as part of the CUP amendment is a good point. And that's how New Orleans approached it when they had 40 discount stores and three grocery stores that were preying on their underserved communities. But the one issue you have to look at when you create an Overlay District is that you're also creating a land-use action by assigning a land-use to individual properties. And the beauty of a CUP is that it is a designed action that gives you the flexibility to review each application on a case-by-case basis.

Mr. Cross stated, for now, this is a quick fix. However, once the City moves forward with the new Comprehensive Plan and Unified Land Development Code, staff and Council can take a hard look at establishing permitted uses within certain areas throughout the City.

Councilmember Clay questioned what process would be followed under this amendment if a dollar store makes a request to locate on Olive? Mr. Cross stated staff would review the application and make a determination about the underlying zoning and whether the applicant is required to apply for a CUP. The appropriately certified notices of a Public Hearing are disbursed to property owners within 185 feet of the proposed location and posted in the newspaper.

The Public Hearing is conducted by the Plan Commission who then considers the various characteristics of the proposal, conducts findings of facts, and makes a recommendation that is submitted to Council for a final decision.

Councilmember Cusick stated Tulsa's Dispersal Standards refer to "*small box discount stores*". Does the City already have a specific definition for these stores, and if so, what is the difference; if any, between that definition and a "*small box discount store*"?

Mr. Cross stated specific definitions for a "*small box discount store*" or a small grocery store will have to be worked out if this proposal is accepted.

But his guess is that a "*small box discount store*" would consist of 3500 square feet or less and be similar to other CUP applications required in a Limited Commercial District.

Councilmember McMahon stated he just read some articles that talked about how several discount chains have started offering more healthy products like fresh meats and fruits. So, regardless of their predatory nature, they are now starting to make these changes to their product line to make sure they are in compliance with these new Overlay Ordinances. As a result, he stated the question that came to his mind is how does the City identify and define the real problem in a way that prevents this kind of cat and mouse game, which at some point, will prohibit the Plan Commission and Council from rejecting an application? Mr. Cross stated Councilmember McMahon is absolutely right. Dollar General is changing its architectural standards by incorporating fresh produce and meats, and the use of those standards will defeat the purpose of this amendment. So, it is going to take some brainstorming by the Plan Commission to come up with a model that addresses the underlying problem.

Mr. Mulligan stated to pick up on Mr. Cross' discussion of payday lenders; as a result of a court case several years ago that restricted small loan establishments and pawn shops to the Industrial Commercial District (ICD), the City grandfathered in the establishments located on Olive Blvd. and required that new businesses within this category be limited to the ICD. So, this is another approach that could be utilized with dollar stores.

## **5. ADJOURNMENT**

Mayor Crow thanked Mr. Dunkle and Mr. Cross for their presentations and adjourned the Study Session at 6:30 p.m.

LaRette Reese  
City Clerk



SPECIAL MEETING OF THE CITY COUNCIL  
CITY HALL, Fifth Floor  
6801 Delmar Blvd., University City, Missouri 63130  
**Monday, June 21, 2021**  
**6:30 p.m.**

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 21, 2021 meeting as it has been able to do since on or about March 20, 2020.**

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**A. MEETING CALLED TO ORDER**

At the Special Session of the City Council of University City held on Monday, June 21, Mayor Terry Crow called the meeting to order at 6:30 p.m.

**B. ROLL CALL**

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

Councilmember Stacy Clay  
Councilmember Steven McMahon  
Councilmember Jeffrey Hales  
Councilmember Tim Cusick  
Councilmember Bwayne Smotherson  
Councilmember Aleta Klein (*absent*)

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

**C. APPROVAL OF AGENDA**

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

**D. CITIZEN PARTICIPATION**

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

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

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

Mayor Crow thanked citizens for their comments prior to noon today. All comments meeting the aforementioned guidelines will always be forwarded to members of City Council for review.

**E. CONSENT AGENDA**

1. Relocation Assistance Agreement and Payment Authorization

Councilmember Clay moved to approve the Consent Agenda; it was seconded by Councilmember Smotherson.

Councilmember Clay asked if Council would need to approve each individual agreement for payment? Mr. Rose stated that this agreement is coming before Council because technically Council has not yet established a budget for RPA2 Funds.

The intention is to establish a budget as part of the Annual Operating Budget that is being proposed to the Mayor and Council. Until then we will need to bring this agreement to you for consideration.

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

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

### **1. Free Admission to Centennial Commons and Heman Park Pool**

Mr. Rose stated he as was able to follow up with Captain Lemons regarding the question that was raised during the Study Session about the body camera program. The program has been fully implemented; they are now in the analysis phase. He intends to make information available to the Council and to the public that will make you more aware of what is happening with the program.

Mr. Rose stated that item F1 is asking for authorization to extend the free entry to Centennial Commons and Heman Park Pool, not to exceed July 6, 2021. The action cannot be done administratively because his expenditure amount is limited to twenty-five thousand dollars, and he believes this would exceed that amount.

Mayor Crow stated that everyone wanted to get the kinks worked out of the system at the pool and at Centennial Commons and to relieve a bit of the stress that our families have gone through during the COVID crises.

He believes everyone recognizes there is a time for this to sunset and he hopes that we have a good communication strategy to inform the kids, parents, swim club and anyone else who uses the swim lanes. We need a communication plan prior to the date so there are no surprises when people show up on July 6<sup>th</sup>.

Councilmember Hales asked how things went this past week with the additional attention at both facilities?

Mr. Rose stated that he had not received any concerns about operations at the pool or Centennial Commons. He asked Mr. Dunkle to provide his insight regarding operations over the past weekend.

Mr. Dunkle stated that things went fairly smooth at both facilities. There were a few hiccups over the past weeks but with the addition of the police presence, those issues have been greatly minimized. There has been an increase in non-resident usage partly because other Municipalities have limited or no non-residential usage. Overall, it was a relatively smooth weekend.

Mayor Crow asked if we have an idea of how many people use the pool on a heavy flow day and how many are non-residents?

Mr. Dunkle stated he did not have exact numbers; on warm days, the pool has heavy usage.

Mayor Crow asked if the maximum is 900, what would be the best estimate? Mr. Dunkle said on busy sunny days it would be about half (450-500).

Mayor Crow called for a motion that free admission to Centennial Commons and Heman Park Pool remain in effect until the end of business on July 5<sup>th</sup> with the appropriate communication plan.

Councilmember Smotherson moved to approve the motion as stated by Mayor Crow, it was seconded by Councilmember Clay

Councilmember Cusick asked for clarification that free admission would go through Monday, July 5<sup>th</sup> which would include the official holiday observance?

Mr. Rose stated that correct.

Councilmember Hales further clarified the ending date is July 5<sup>th</sup>.



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

## 2. Free Parking Meters

Mr. Rose stated this item is requesting to waive parking meter fees throughout University City for a period not to exceed six months from today's date (6/21/2021). The purpose of this action is to assist our small businesses in the Loop and other areas such as North and South and Delmar, where they could advertise free parking for patrons visiting the various restaurants and retail stores.

If this item is approved, the intention is to seek reimbursement of the funds from the Economic Development Retail Sales Tax fund for approximately \$150,000, which is about half of the amount that would normally be collected.

Councilmember McMahon asked if this number was represented in the proposed budget, or will a budget amendment be needed? Mr. Rose stated if the item is approved, his intention is to make a budget amendment to reflect that the revenues will be received from a different revenue source.

Mr. Rose clarified the amount is a combination of the fees from the parking meters as well as the fees from the violations. He stated that he looked at the 2019 budget to determine the amount of revenues typically received from the parking meter program and this is about half of that amount.

Councilmember Cusick asked if this included the City owned parking lot on Delmar; will the parking there be free as well? Mr. Rose stated he is looking at locations that have meters, which would include Delmar and the side streets and potentially yes the metered parking lots (#4) and the one close to the Tivoli building. His intention is to cover all meters for a period not to exceed six months.

Mayor Crow clarified that parking lot number 4 does not have meters. Mr. Rose stated it is the lot by the Tivoli.

Councilmember Clay asked if there was a plan for the City to advertise the free parking program in the key small business areas? Mr. Rose said that he had not considered that at this point but would likely pursue something with the Loop Special Business District. The other development on North and South and Delmar may not be aware of this action as it was initially spurred by LSBDD. But, because it seems like a positive action that could benefit all small businesses, he is proposing to do it throughout the City. Staff would look at putting together a general plan to be communicated to the general public letting them know about the free parking if the item approved. And only in the areas where the businesses want it, some may choose to keep the metered parking.

Mayor Crow stated that some of the businesses, particularly along Forsyth, may want to keep the metered parking to avoid the residents having to absorb the additional parking by students and so forth. He stated this idea was brought up the head of LSBDD and Jessica Bueller, so they took the lead in wanting to do parking stickers and such. Mr. Rose is right in that we need to make sure the other areas have a voice in rather we offer free parking or not because in some situations it may have detrimental impact that we may not have thought about it.

Councilmember McMahon asked if we could get feedback from the business owners to see if the program is successful or not in case we ever want to do it again perhaps at holiday time. It would be good to know if it helps to draw people in. Mr. Rose stated that is absolutely the intention.

Mayor Crow called for the motion and asked Mr. Rose if he wanted to recommend the wording of the motion.

Mr. Rose recommended a motion to the Mayor and Council to authorize the City Manager to waive parking meter fees throughout University City effective June 21, 2021 for a period not to exceed six months.

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

**G. NEW BUSINESS**

*Bills*

*Introduced by Councilmember Smotherson*

1. **Bill 9435** – AN ORDINANCE AUTHORIZING THE CITY MANAGER TO PERMIT CONSTRUCTION WORK OR ACTIVITY DURING OTHERWISE PROHIBITED TIMES; CONTAINING A SUNSET CLAUSE. Bill Number 9435 was read for the first time.

**H. COUNCIL COMMENTS**

Mayor Crow stated that he attended the Missouri City Clerks and Finance Officers Association, Eastern Division, where Ms. Reese has been a member for some time. He had the great pleasure of giving her the oath of office as a new board member for the organization. In this case, it was sort of like the student swearing in the teacher. He stated it was an event that he was very proud to attend, and he thanked Ms. Reese for all that she does and will do for the association.

Councilmember McMahon moved to adjourn the meeting, it was seconded by Councilmember Cusick, and the motion carried unanimously.

**I. ADJOURNMENT**

Mayor Crow thanked everyone for their participation and adjourned the Special City Council Meeting at 6:53 p.m.

DRAFT

SPECIAL MEETING OF THE CITY COUNCIL  
OPEN TO CLOSE  
VIA VIDEOCONFERENCE – ZOOM MEETINGS  
**Friday, June 25, 2021**  
**4:30 p.m.**

**A. MEETING CALLED TO ORDER**

At the Special Session of the City Council of University City held via videoconference, on Friday, June 25, 2021, Mayor Terry Crow called the meeting to order at 4:30 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 (*arrived right after roll call*)

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

**C. APPROVAL OF AGENDA**

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

**D. CITIZEN PARTICIPATION**

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

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

**E. UNFINISHED BUSINESS**

1. **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 second and third time.

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

Roll Call Vote Was:

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

**Nays:** None.

**F. NEW BUSINESS**  
*Resolutions*

**1. Resolution 2021-10** - A Resolution Approving the Committed Fund Reserves – Carry Forward Items

Councilmember Cusick moved to approve: it was seconded by Councilmember Hales, and the motion carried unanimously

**2. Resolution 2021-11** - A Resolution Approving the Fiscal Year 2021-2022 (FY 2022) budget for the City of University City and Appropriating Said Amounts, for all Funds, FY 22-26 Capital Improvement Program and Proposed FY 2022 Budget Amendment.

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

Mr. Rose asked the Mayor and Council to strike the budget amendment items to increase the allocation for street improvements of \$600,000 and the budget amendment to increase allocation for tree pruning of \$400,00, both from the RPA2 Funds.

Councilmember Smotherson motioned to amend Resolution 2021-11 per the City Manager's recommendation to remove \$600,000 for street improvements and \$400,000 for tree pruning. It was seconded by Councilmember Clay and the motion carried unanimously.

*Councilmember Cusick's motion to approve carried unanimously.*

**G. COUNCIL COMMENTS**

Mr. Rose ask that amendment items to increase the allocation for street improvements for \$600,000 and the amendment to increase allocation for tree pruning for \$400,00 be removed from the proposed FY22 budget.

Councilmember Hales moved to adjourn the meeting , it was seconded by Councilmember Cusick, and the motion carried unanimously.

**H. ADJOURNMENT**

Mayor Crow thanked everyone for their participation and closed the Regular Session of Council at 4:39 p.m.

Linda Schaeffer  
Secretary to the City Manager

June 25, 2021

The Honorable Terry Crow, Mayor of the City of University City

The Honorable Jeff Hales, Councilmember 1<sup>st</sup> Ward of City of University City

The Honorable Steve McMahon, Councilmember, 1<sup>st</sup> Ward of City of University City

The Honorable Tim Cusick, Councilmember 2<sup>nd</sup> Ward of City of University City

The Honorable Aleta Klein, Councilmember 2<sup>nd</sup> Ward of City of University City

The Honorable Bwayne Smotherson, Councilmember 3<sup>rd</sup> Ward of City of University City

The Honorable Stacy Clay, Councilmember 3<sup>rd</sup> Ward of City of University City

Dear Honorable Mayor and Councilmembers of the City of University City,

I want to present a different viewpoint on the one item that will be presented to you under the Proposed FY 2020 Annual Operating Budget Amendments report during the Special City Council Meeting on June 25, 2021. I am concern about the proposed expenditure adjustments to take \$600,000 out of the RPA- 2 Fund for street improvements and \$400,000 out of the RPA-2 Fund for tree pruning. Taking almost \$1 million out of the current \$3 million RPA-2 Fund – one-third of the fund, for infrastructure, I strongly believe is a **premature** move considering the RPA-2 Fund is not attached to an RPA -2 Project Plan that incorporates a Housing Action Plan developed in partnership with the residents of Ward Three. There has not yet been a body of Third Ward residents, professionals, community partners, administrative staff, and University City public officials pulled together and established nor yet the establishment of an independent Third Ward Community Development Corporation to serve as one of the community partners in monitoring the progress of the RPA 2 Project. The City of University has only just received the \$3 million dollars.

In the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan, (third revision dated September 4, 2018), several goals and community priorities were enumerated on page 5 that agreed with the current Comprehensive Plan of 2005 such as:

- “The preservation, maintenance, and improvement of residential neighborhoods
- The preservation, maintenance, and renewal of the housing stock; and
- Support housing development and programs that meet the economic and social needs of University City Residents.”

Of the three goals listed above, it is the one pertaining to housing stock that is more elaborated upon in the Redevelopment Plan when the summary of findings regarding obsolescence, deterioration, and depreciation of physical maintenance presented on pages 13-14 in the Redevelopment Plan report. Based on the findings, there are recommendations proposed to established a “residential grant or loan program to fund various renovation and rehabilitation activities as listed on pages 15-16. Some (but not all of the) examples listed are:

- Improvements necessary to satisfy current building and safety code requirements

- Repair/replacement of roofs, floors, structural walls, and windows;
- Repair/replacement of electrical, plumbing, heating, and cooling systems;
- Acquisition of vacant parcels and parcels with dilapidated structures in need of renovation or demolition and clearance;
- Demolition, renovation and/or construction of new residential and neighborhood-level commercial buildings (in RP2 nodes)

The costs of implementing a rehabilitation and improvement program on RPA 2 housing stock would be more complex than pruning some trees and doing street improvements and thus more attention should be placed starting to plan for those expenditures and hold off on the current proposed budget amendments pertaining to RP2.

Any revenue funds that are to be used for RP2 should also be leveraged to find additional sources of funds that will be used to pay the costs related to implementation of a Redevelopment (Housing) Plan tied to a Redevelopment (Housing) Project.

In the Olive Boulevard Commercial Corridor & Residential Conservation Redevelopment Area: Redevelopment Project Area Two Cost/Benefit Analysis (dated May 29, 2018), on the first two pages, it pointed out that “this analysis assumes that only the proposed home improvement grant and loan program described in the [Redevelopment] Plan will generate incremental tax revenues” and additionally points out the Plan “stipulates that home owners within RPA 2 may apply for a grant or loan. Each grant is up to \$20,000 and each loan is for up to \$30,000. This analysis assumes that each applicant will seek the maximum amount.” AND the analysis report states on page 2, “the costs of the RPA 2 Project will be paid from incremental revenues generated in RPA 1” of which the \$3 million is only part of those revenues.

Going back to the source documents and materials proves to me that a special emphasis needs to be made on planning on improving the Third Ward housing stock (RPA 2) and was ALWAYS part of the strategy to use part of the revenues generated by the commercial (economic) development in RPA 1 to promote revitalization of the RPA2 and use as seed money leverage to attract additional revenue sources. It was ALWAYS part of the spirit behind the source report documents.

Already the city administration has made a start to look at the Third Ward housing stock as presented within the proposed Comprehensive Housing Program presented by Clifford Cross, Director of Planning and Development, in his November 9, 2020 memorandum (with attachments) written for discussion at a City Council Study Session. Mr. Cross’s Housing Plan and Action Steps should be included as one of the source materials discussed when an RPA 2 (Third Ward) Steering Committee/Commission/EDRST-like body of volunteers are developed and established to work in partnership with the Council and Administration.

I agree that the source documents do mention infrastructure renovation is also needed but it is not given the same emphasis as the need for revitalization of housing stock to improve the RPA 2 (Third Ward) area. That said, I again state that the total proposed \$1 million (\$600,000 street improvements and \$400,000 tree pruning) expenditure adjustments to the Proposed FY 2022 Annual Operating Budget Amendments listed on page 25 be deleted or tabled.

Dear Honorable Mayor and Council, I thank you for your patience to hearing my concerns in and the above action takes place.

Sincerely,

*Patricia McQueen*

Patricia McQueen  
1132 George Street, St. Louis, MO 63130  
Third Ward resident  
Agenda Item: Resolution 2021-11 under F. New Business

Additional Reference:

PGAV Planners, Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan, 3<sup>rd</sup> rev. September 4, 2018

PGAV Planners, Olive Boulevard Commercial Corridor & Residential Conservation Redevelopment Area: Redevelopment Project Area Two Cost/Benefit Analysis, May 29, 2018

Cross, Clifford, University City Comprehensive Housing Program Summary and Action Steps, November 9, 2020

University City Council, RPA 2 Steering Committee Discussion Study Session, May 24, 2021





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

**A. MEETING CALLED TO ORDER**

At the Regular Session of the City Council of University City held via videoconference, on Monday, June 28, 2021, Mayor Terry Crow called the meeting to order at 6:30 p.m.

**B. ROLL CALL**

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

Councilmember Stacy Clay; (*excused*)  
Councilmember Aleta Klein; (*via Zoom*)  
Councilmember Steven McMahon  
Councilmember Jeffrey Hales  
Councilmember Tim Cusick  
Councilmember Bwayne Smotherson; (*excused*)

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr., Director of Planning and Development, Clifford Cross, and Heather Branigin from Future iQ.

**C. APPROVAL OF AGENDA**

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

**D. APPROVAL OF MINUTES**

1. June 14, 2021 – Regular Meeting, was moved by Councilmember McMahon, it was seconded by Councilmember Cusick, and the motion carried unanimously.

**E. APPOINTMENTS TO BOARDS & COMMISSIONS**

1. Jerrold Lander is nominated for re-appointment to the Library Board by Councilmember Clay. The motion was presented by Councilmember McMahon on behalf of Councilmember Clay, it was seconded by Councilmember Cusick, and the motion carried unanimously.
2. Aren Ginsberg is nominated for re-appointment to the Library Board by Councilmember Clay. The motion was presented by Councilmember McMahon on behalf of Councilmember Clay, it was seconded by Councilmember Hales, and the motion carried unanimously.

**F. CITIZEN PARTICIPATION**

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

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

*Please note, when submitting your comments, a **name and address must be provided.** 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. He stated Council looks forward to returning to their pre-pandemic process of receiving live comments in July.

## 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

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

## H. CITY MANAGER'S REPORT

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

Mr. Rose stated staff is recommending that Council consider a contract with Future iQ for a Community Visioning Project. A brief overview of this process will be presented by Heather Branigin from Future iQ.

### **Project Approach and Methodology**

The project will be implemented in three pillars.

1. Builds momentum by identifying expected and future opportunities, educates the community on mass organization, climate change, and aligns resources for development that supports updating the Comprehensive Plan.
2. Data-driven to create a process that is open, transparent, and inclusive.
3. People-focused; bringing as many voices from the community together as possible.

### **Phase 1: Initial Planning and Project Set-Up**

- Initial planning and schedule
  - Establish Steering Committee with regular meetings - ambassadors of the community who help get people engaged in the project and provide Future iQ with guidance and insight on the community
  - Develop engagement and communications plan
  - Creation of online project page and portal - a place where people can go to participate in surveys, review project updates, and contact Future iQ
- ❖ *The Steering Committee is designed to capture the accumulated knowledge of individuals within U City. So, although the make-up is established by the client, it should consist of diverse representatives to make sure all voices are heard and guide the problem-solving activities that contribute to the outcome.*

### **Phase 2: Future Scenario Speculation**

- Community survey
- Data visualization platform
- University City Future Key Drivers and Think-Tank Workshop - a two-day process scheduled for October 16th and 18th
- 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 - due by December
- Presentation of the University City Community Vision 2040 Report

**Examples of People-Focused Engagement**

- Think Tank
- Community and Stakeholder Outreach
- Large Scale Stakeholder Sessions
- Focus Groups and Planning Workshops
- Targeted focus group sessions and customized vision workshops  
Simulation Learning; *Future Game* - the Future Game is a planning simulation tool that provides stakeholders with a dynamic gaming experience, rewarding collaboration, innovation, and teamwork
- Student Sessions - the Youth Voice will include individual classroom and large group visioning sessions that empower the youth's voice in future planning for communities.

Ms. Branigin stated Future iQ is thrilled to be a part of this process and she would be happy to answer any questions.

Mr. Rose stated based on his experience with establishing a Steering Committee, in order to add value to the process you absolutely need to have a broad representation of the community. So, one thing staff will be looking into as this project moves forward is how to incorporate some of the participants from the City's Boards, Committees, and Commissions into this process.

Mayor Crow called for a motion to approve the contract.

Mr. Rose stated staff would like to add language to the contract that clarifies the ownership of materials. He stated they have already met with representatives from Future iQ who have expressed their comfort with this concept; therefore, he would ask Mr. Mulligan to provide Council with the appropriate format to use for amending the contract.

Mr. Mulligan recommended that Council make a motion to approve the Professional Services Agreement between the City and Future iQ as presented and to authorize the City Manager to incorporate any additional language he deems necessary to clarify the City's ownership rights with respect to documents and intellectual property relating to the agreement.

Councilmember Hales moved to approve the Professional Services Agreement between the City and Future iQ as presented and to authorize the City Manager to incorporate any additional language he deems necessary to clarify the City's ownership rights with respect to documents and intellectual property relating to the agreement, it was seconded by Councilmember Cusick, and the motion carried unanimously.

**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.** Bill Number 9435 was read for the second and third time.

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

Councilmember McMahon asked whether staff had received a working schedule from the contractor? Mr. Rose stated staff did not have a schedule, but the intent is to gain a better understanding of what it will entail and whether it will impact the flow of traffic.

Mr. Cross stated another thing the contractor will have to address is how they plan to move dirt from the north to the south side during the construction phase, which is scheduled to run from August 2nd through September 25. And per the Code, they are prohibited from conducting any work activities after 10 p.m.

Councilmember McMahan asked if staff would communicate their schedule and the City's Code restrictions to neighboring residents? Mr. Cross stated they are in the process of creating a website that residents can access for information and updates. He stated once it is up and running the link will be publicized in all of the City's media outlets.

Mr. Rose stated staff has also asked the contractor to provide general information about the construction process to residents in the form of a door hanger.

Mayor Crow stated another form of communication that might be more efficient is to have the contractor text this information and any other updates out to residents.

Mr. Cross stated staff could work with the contractor to coordinate a mailing list that will allow them to send construction notices out to property owners and tenants. He stated Holland is a very experienced contractor, so they may already have this type of technology in place. But whatever the case, he will discuss this topic with them and provide Mr. Rose with an update.

Councilmember Cusick asked Mr. Rose if he envisioned this type of activity occurring in other areas of the City? Mr. Rose stated at this time the City only has one request for the Marcus and Olive Project. However, should staff receive a new request it will be presented to Council for approval.

Roll Call Vote Was:

**Ayes:** Councilmember McMahan, Councilmember Hales, Councilmember Cusick, Councilmember Klein, and Mayor Crow.

**Nays:** None.

**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**

Councilmember Cusick stated he is continuously pleased with the depth of thoroughness exhibited by all of the wonderful individuals who volunteer to work on the City's Boards and Commissions. So, in that vein, he would like to send a special congratulations and thanks out to Jerrold Lander and Aren Ginsberg on their reappointments to the Library Board.

Mayor Crow called for a motion to adjourn the meeting.

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

**L. ADJOURNMENT**

Mayor Crow adjourned the Regular Session at 6:49 p.m.

LaRette Reese  
City Clerk

## LaRette Reese

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**From:** Gentry, Caleb <c.gentry@wustl.edu>  
**Sent:** Monday, June 28, 2021 12:00 PM  
**To:** Council Comments Shared  
**Subject:** University City Council Meeting Public Comment- 6/28/21

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

To Whom it may concern,

My Name is Caleb Gentry, and I live at 7520 York Drive, St. Louis, MO 63105. I am reaching out to provide comments for the upcoming city council meeting this evening. I am a student at Washington University's Brown School, and am currently working as an intern for State Representative Sarah Unsicker as she develops a new non-profit, Missouri Policy Collaborative. We are working to become a policy hub for research and information about municipal government in St. Louis County. We are currently working on two projects:

- Overview of revenue and expenditures
- Resources for municipalities on making housing affordable.

For further information, please visit our website: [MOPolicy.org](https://mopolicy.org)

We are currently working on a needs assessment and would like the input of municipal officials! If interested please complete the survey linked below.

<https://forms.gle/ynwctoRuyp1vc5529>

Thank you for your time.

Caleb Gentry

**Caleb Ian Gentry**, BSPH (he/him/his)  
*Brown School at Washington University in St Louis*  
(205) 907-2188 | [c.gentry@wustl.edu](mailto:c.gentry@wustl.edu)





## Council Agenda Item Cover

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**MEETING DATE:** July 12, 2021

**AGENDA ITEM TITLE:** Ratification – U City In Bloom Support Letter

**AGENDA SECTION:** Consent

**CAN THIS ITEM BE RESCHEDULED?** Yes

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

### **BACKGROUND REVIEW:**

U City In Bloom is requesting support from the City to apply for a Community Conservation Grant with the Missouri Department of Conservation (MDC) for improvements to be made at the Ruth Woods Park. This grant is a reimbursable grant and since Ruth Woods Park is within a priority focus area of the MDC, UCity In Bloom would be eligible for 75% of costs reimbursed with an annual cap of \$15,000 per fiscal year. The remaining 25% would be provided in the form of in-kind work by UCity In Bloom and volunteers.

The proposed project would consist of a comprehensive renovation and maintenance plan, which would eliminate invasive species, stimulate the germination and growth of desirable seedlings, and the planting of shrubs and perennials at Ruth Woods Park.

**RECOMMENDATION:** City Manager recommends the ratification of the letter of support for U City In Bloom's application for the Community Conservation Grant with the Missouri Department of Conservation.

### **Attachments:**

1. Letter of Support



**Mayor Terry Crow**

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8506, Fax: (314) 863-9146

July 6, 2021

Missouri Department of Conservation  
Attn: Erin Shank  
11715 Craigwold Road  
Kirkwood, MO 63122

Dear Ms. Shank,

It is my pleasure to write a letter in support of U City In Bloom's Community Conservation Grant Funding application proposal being submitted to the Missouri Department of Conservation for the Ruth Woods Park project.

In recent years, the park has been taken over by bush and vine honeysuckle, Euonymus and garlic mustard that has seriously degraded the woodland. Furthermore, the invasive species now cover many of the trees as well as the forest floor, shading out spring ephemerals and preventing the regeneration of desirable native plants. I believe that the U City In Bloom's plan to remove weedy trees and invasive plants from the Ruth Woods Park falls in line with the City's desire to restore the park to a natural healthy ecosystem.

In conclusion, the City of University City fully supports the efforts of U City In Bloom as they seek external funding to support a program designed to enact a comprehensive renovation and maintenance plan, which would eliminate invasive species, stimulate the germination and growth of desirable seedlings, and the planting of shrubs and perennials at Ruth Woods Park.

Sincerely,

Terry Crow, Mayor  
City of University City





## Council Agenda Item Cover

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**MEETING DATE:** July 12, 2021

**AGENDA ITEM TITLE:** Declaring PILOTs as Surplus – Approving letter to St. Louis County

**AGENDA SECTION:** Consent

**CAN THIS ITEM BE RESCHEDULED?** Yes

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

### BACKGROUND REVIEW:

On June 10, 2019, the University City City Council passed Ordinance No. 7106 adopting tax increment financing within Redevelopment Project Area 2 (“RPA 2”) of the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Area (the “Redevelopment Area”). RPA 2 includes approximately 5,000 individual parcels, the vast majority of which are used for single-family residential purposes. In correspondence dated July 7, 2020, from Michael Suddarth, the County certified that the initial taxable assessed value of RPA 2 was \$74,959,920.

RPA 2 was primarily created for the purpose of allowing TIF revenues generated in Redevelopment Project Area 1 of the Redevelopment Area (i.e., the site of a future Costco store and other new development) to be spent within RPA 2 and not to generate TIF revenues from incremental increases in assessed value of real property within RPA 2. Accordingly, 100% of the payments in lieu of taxes (“PILOTs”) generated from RPA 2 will be treated as “surplus” under the TIF Act, meaning that the PILOTs should ultimately be paid to the applicable taxing districts in the same proportion as real property taxes. Given the number of parcels included within RPA 2, the City believes the most administratively efficient means of this distribution is for the County to pay all PILOTs collected within RPA 2 directly to the applicable taxing districts in the same manner as real property taxes, as if tax increment financing did not exist within RPA 2. Accordingly, the City requests that the County pay all PILOTs generated from RPA 2 directly to the applicable taxing districts in the same manner as real property taxes (and not to the City’s TIF Special Allocation Fund).

**RECOMMENDATION:** The City Manager recommends approval of the letter requesting St. Louis County pay all PILOTs generated from RPA 2 directly to the applicable taxing districts.

### Attachments:

1. Olive Blvd. Commercial Corridor and Residential Conservation Redevelopment Area – RPA 2 Letter to St. Louis County



[UNIVERSITY CITY LETTERHEAD]

June \_\_, 2021

**VIA EMAIL**

Mr. Mark Devore  
St. Louis County Collector of Revenue  
41 S. Central Avenue  
St. Louis, Missouri 63105  
[mdevore@stlouisco.com](mailto:mdevore@stlouisco.com)

**Re: Olive Boulevard Commercial Corridor and Residential Conservation  
Redevelopment Area – Redevelopment Project Area 2**

Dear Mr. Devore:

On June 10, 2019, the University City City Council passed Ordinance No. 7106 adopting tax increment financing within Redevelopment Project Area 2 (“RPA 2”) of the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Area (the “Redevelopment Area”). RPA 2 includes approximately 5,000 individual parcels, the vast majority of which are used for single-family residential purposes. In correspondence dated July 7, 2020 from Michael Suddarth, the County certified that the initial taxable assessed value of RPA 2 was \$74,959,920.

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Please note that the instructions included in this letter are revocable at any time upon written notice of the City to the County’s Collector of Revenue.

Please further note that instructions included in this letter only apply to RPA 2. PILOTs generated in Redevelopment Project Area 1 and Redevelopment Project Area 3 of the Redevelopment Area should be paid to the City for deposit into the City’s TIF Special Allocation Fund.

June \_\_, 2021

Page 2

If you are amenable to the terms of this letter, please sign the attached acknowledgement and email a signed copy of the acknowledgment to me at [grose@ucitymo.org](mailto:grose@ucitymo.org). Thank you for your assistance on this matter.

Very truly yours,

Gregory Rose,  
City Manager

Cc (via email): Michael Suddarth ([msuddarth@stlouisco.com](mailto:msuddarth@stlouisco.com))  
Maggie Hart-Mahon ([mhart-mahon@stlouisco.com](mailto:mhart-mahon@stlouisco.com))  
Keith Cole ([kcole@ucitymo.org](mailto:kcole@ucitymo.org))  
John Mulligan ([jfmulliganjr@aol.com](mailto:jfmulliganjr@aol.com))  
Mark Grimm ([mgrimm@gilmorebell.com](mailto:mgrimm@gilmorebell.com))  
Mark Spykerman ([mspykerman@gilmorebell.com](mailto:mspykerman@gilmorebell.com))

#### **ACKNOWLEDGMENT**

University City's instruction to remit PILOTs generated within RPA 2 directly to the applicable taxing districts in the same manner as real property taxes is hereby acknowledged and accepted.

Date: \_\_\_\_\_, 2021

\_\_\_\_\_  
Mark Devore, Collector of Revenue



## Council Agenda Item Cover

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**MEETING DATE:** July 12, 2021

**AGENDA ITEM TITLE:** Code Enforcement Electric Vehicle (EV) Purchase

**AGENDA SECTION:** Consent

**CAN THIS ITEM BE RESCHEDULED?** Yes

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

**BACKGROUND REVIEW:**

At the upcoming City Council meeting, staff will be requesting City Council approval of a bid to purchase 1 Electric Vehicle for the Housing Division of the Community Development Department. Specifically, staff will be requesting the approval of \$26,940.00 for the purchase of a 6<sup>th</sup> Nissan Leaf from Bommarito Nissan Hazelwood.

A Request for Quotes was sent to five different vendors. Only one quote was received as follows:

Vendor	Vehicle Type	Price
Bommarito Nissan Hazelwood	2021 Nissan Leaf S	\$26,940

**RECOMMENDATION:** City Manager recommends acceptance of the quote and approval of the purchase of the 6<sup>th</sup> Electric Vehicle

**Attachments:**

- 1: July 6, 2021 City Manager Memo
2. May 28, 2021 Bommarito Nissan Quote



**Department of Planning and Development**

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8500, 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: July 6, 2021  
SUBJECT: Additional EV Vehicle Purchase

In 2019 the City of University City purchased 5 electric vehicles for Department of Planning and Development for code enforcement employees to use for daily inspections.

Because the department is increasing code enforcement staff, an additional city vehicle is needed. A request for quotes was sent to five different vendors. One quote was received:

Vendor	Vehicle Type	Price
Bommarito Nissan Hazelwood	2021 Nissan Leaf S	\$26,940

Staff recommends purchasing the Nissan Leaf Vehicle from Bommarito Nissan. Because of a global shortage of critical microchips, this vehicle is the only available Nissan Leaf meeting the specifications in the region.

**CITY OF UNIVERSITY**  
6801 Delmar Boulevard  
University City, Missouri 63130

**Bid Specifications**  
**ONE (1) ELECTRIC VEHICLE**

Bids for one (1) Nissan Leaf for the Department of Planning and Development will be accepted by email to Clifford Cross, [ccross@ucitymo.org](mailto:ccross@ucitymo.org), by mail to Clifford Cross, 6801 Delmar Blvd., 4<sup>th</sup> floor, University City, MO 63130, or in person to the same address until **12:00 noon, May 28, 2021** then to be opened and the award made subject to the approval of the City. The City reserves the right to reject any and all bids or parts of bids, to waive any technicalities and to accept the bid that in its judgment, best meet the requirements of the City of University City.

**INTENT:**

These specifications describe a Nissan Leaf to be used by city inspectors on a daily basis with charging occurring during evening off-peak hours.

**GENERAL TERMS:**

All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies and component parts shall be standard and interchangeable throughout the entire quantity of the units as specified in this invitation to bid. The equipment furnished shall conform to current ANSI Safety Standard Z 245.1

The following is the desired minimum specifications requested for the vehicles. The bidder shall complete every space in the Bidders Proposal column with a check mark to indicate if the item being bid is exactly as specified. If any check marks are placed in the "NO" column, a brief description may be supplied in the space allocated, or a detailed and complete description of the deviation from specification must be supplied on a separate sheet labeled, "Deviations from Specifications".

1.	Performance and Other	YES	NO	ALTERNATE OFFERED	JUSTIFICATION
1.1	149 mile minimum EPA estimated range (normal driving conditions)	✓			
1.2	40 kWh battery Size	✓			
1.3	123/99 MPG (city/highway)	✓			
1.4	110 kW AC synchronous electric motor	✓			
1.5	Regenerative braking system	✓			
1.6	Eco Mode	✓			
1.7	Front and rear vented dis breaks	✓			
1.8	Electronic Brake force Distribution	✓			
1.9	Independent strut front suspension	✓			
1.10	Portable Trickle Charge Cable (120V)	✓			
1.11	All-season tires	✓			



2.	Model	YES	NO	ALTERNATE OFFERED	JUSTIFICATION
2.1	LEAF S ELEC 4DR (2019, 2020, OR 2021)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

3.	Color	YES	NO	ALTERNATE OFFERED	JUSTIFICATION
3.1	GLACIER WHITE, SILVER, OR GRAY	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

4.	Temperature Control	YES	NO	ALTERNATE OFFERED	JUSTIFICATION
4.1	Factory installed HVAC system	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

Vehicles must have three (2) ignition keys upon delivery



# City of University City

## PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

**One (1) New and Unused Electric Vehicles and alternate items as specified.**

YEAR: 2021 BODY MAKE: NISSAN

MODEL: LEAF COLOR: SILVER

PURCHASE PRICE TOTAL \$ 26,940

TOTAL PRICE IN WORDS: Twenty Six thousand nine hundred forty Dollars

QUOTE IS VALID FOR: 1 CAR AND 1 MONTH

### OPTIONAL PRODUCT ENHANCEMENTS:

<u>OPTION</u>	<u>\$ EACH</u>	<u>\$TOTAL</u>
1. _____	\$ _____	\$ _____
2. _____	\$ _____	\$ _____
3. _____	\$ _____	\$ _____
4. _____	\$ _____	\$ _____

Name of Bidder: BOMMARITO NISSAN

Signed: Todd Eversgard Date: 5/28/21

Printed Name: TODD EVERSGARD

Title: SALES MGR

Address: 661 DUNN RD

Email: BOMMARITO NISSAN@Yahoo.com



## Council Agenda Item Cover

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**MEETING DATE:** July 12, 2020

**AGENDA ITEM TITLE:** Library Renovation Update

**AGENDA SECTION:** City Managers Report - Presentation

**CAN THIS ITEM BE RESCHEDULED?** Yes

**PREPARED/SUBMITTED BY:** Patrick Wall, U City Public Library Director &  
Helen Nelling – U City Public Library Board President

**BACKGROUND REVIEW:**

Presentation Update on the upcoming Library Renovation Project

**Attachments:**

1. Presentation



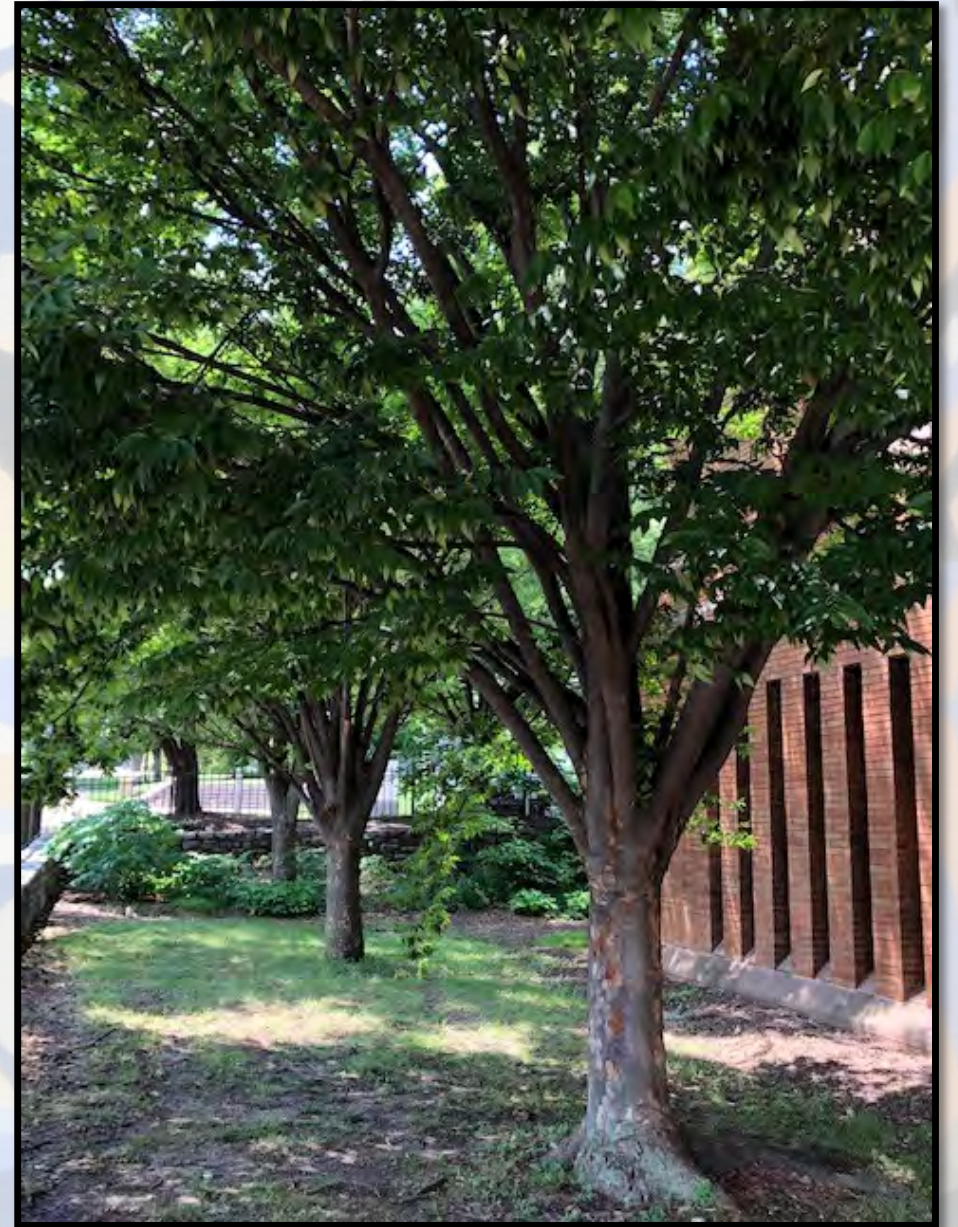
# Renovation News at UCPL

University City Public Library

Helen Nelling -UCPL Board Pres.  
Patrick Wall-UCPL Director

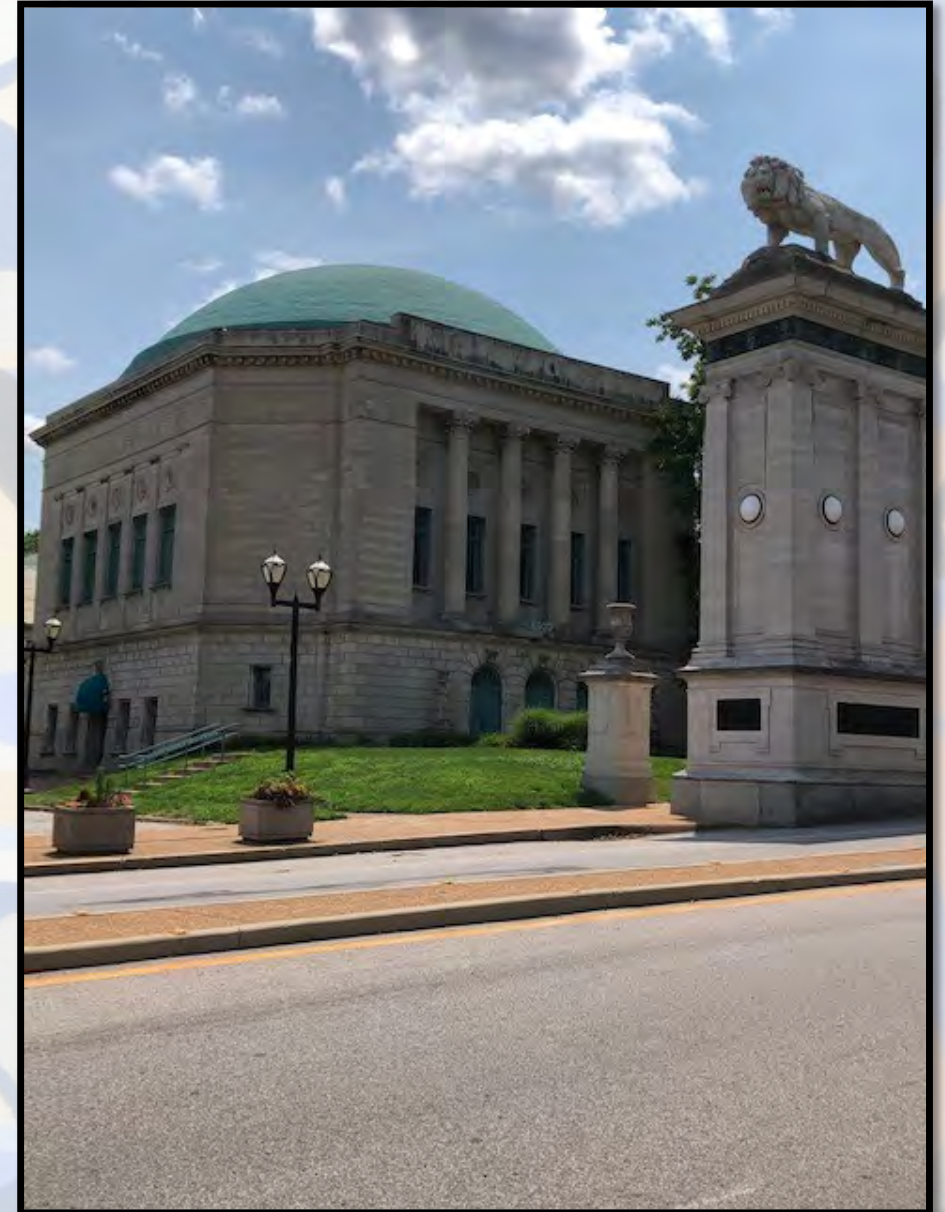
# July 2021 — Beginning Phase I

- Repairing masonry and brickwork
- Replacing windows
- Replacing entry doors



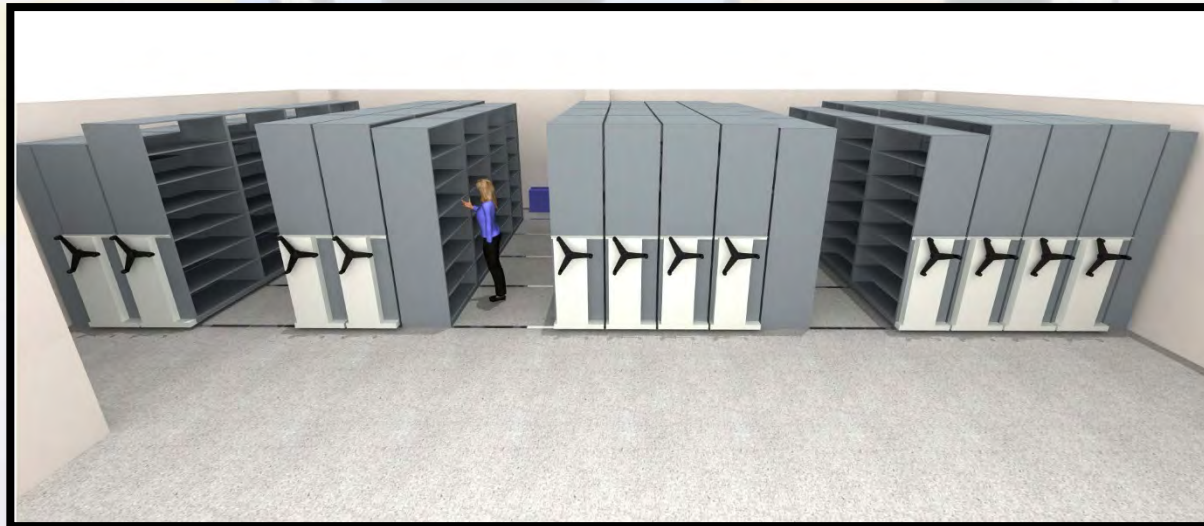
# June-August 2021 — Prepare for Phase II

- August
  - Begin operations in 6900 Delmar building
    - We'll have about 10% of the collection in the building with another 50% nearby



# June-August 2021 — Prepare for Phase II

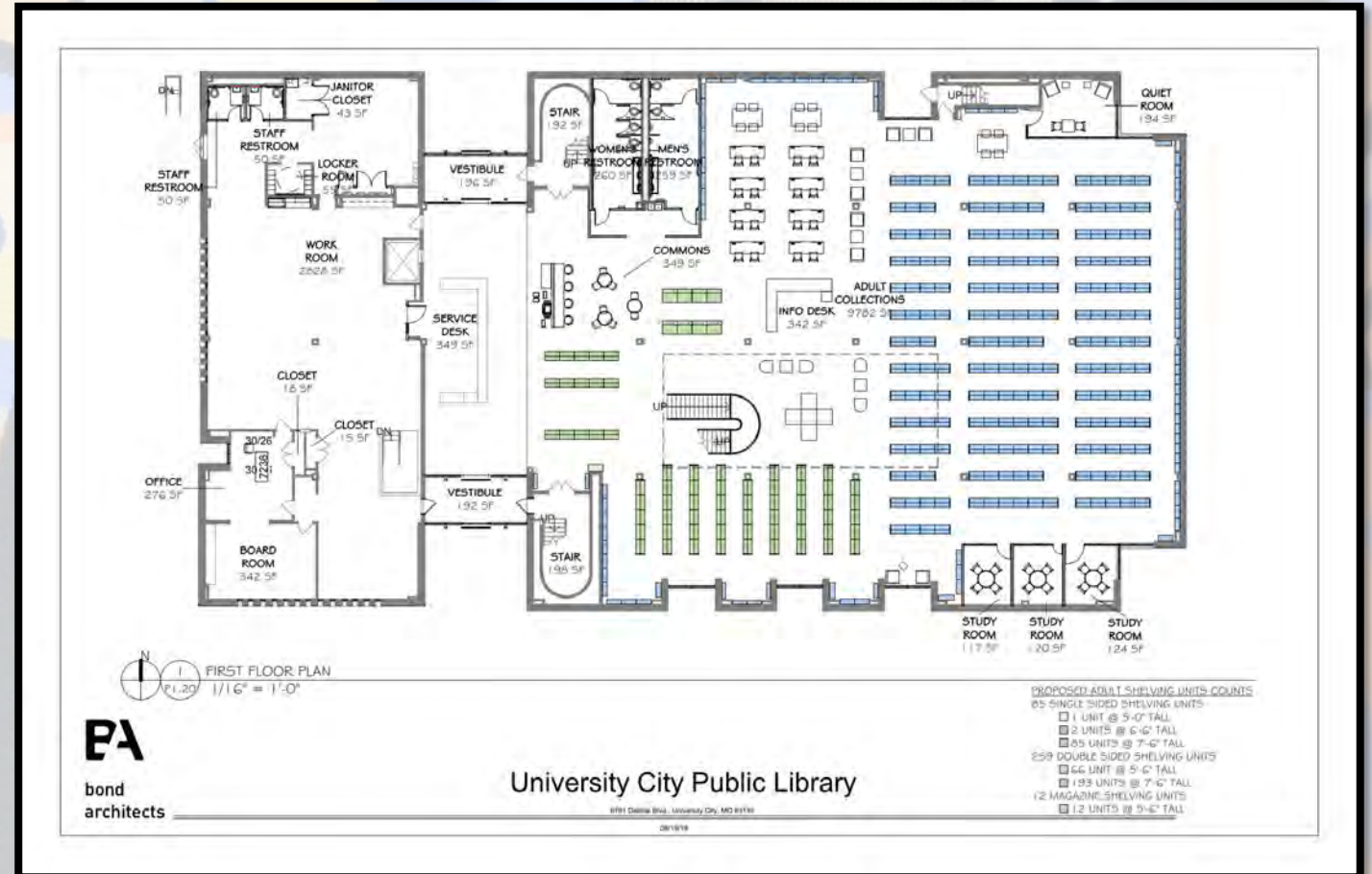
- Move bulk of collection into storage
  - High density storage in basement (installed in December)
  - Trinity Library
  - Third location
- With our new app or with the online catalog, patrons can place items on hold. We'll have them available usually by the next day





# September — Transition to Phase II

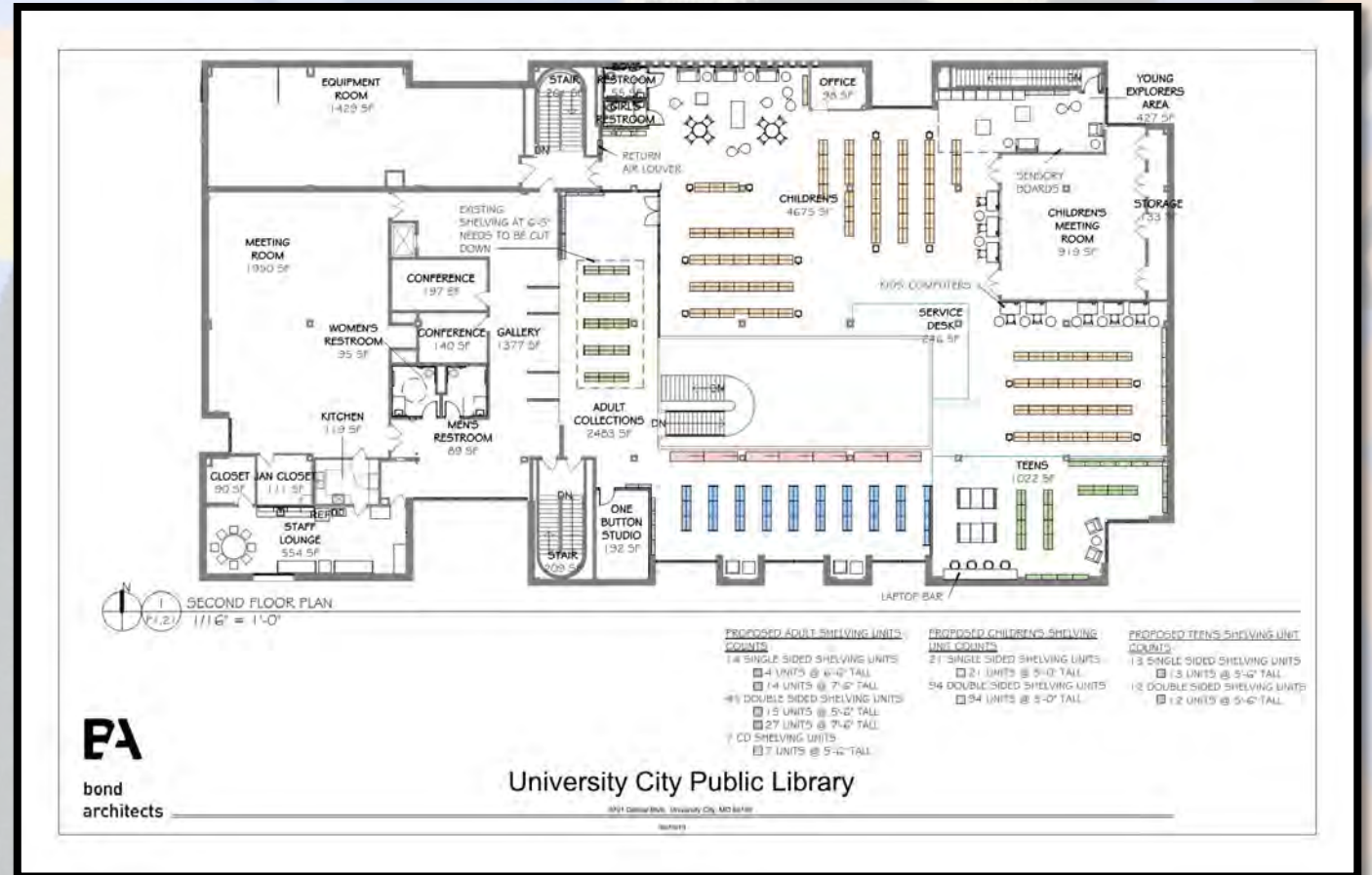
- Phase II documents out to bid
- Phase II contract award
- Phase I completed



# October — Begin Phase II

- Electrical
- HVAC
- Restrooms
- Interior Renovations
- Parking Lot

- March-April 2022 - Complete Phase II
- May 2022 - Reopen 6701 Delmar





## Council Agenda Item Cover

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**MEETING DATE:** July 12, 2021

**AGENDA ITEM TITLE:** Conditional Use Permit – PC 21-09 – Approval of a Conditional Use Permit to approve a Floor Area Ratio (FAR) increase to 2.01 and density to accommodate 252 dwelling units.

**AGENDA SECTION:** City Manager's Report

**CAN THIS ITEM BE RESCHEDULED?** Yes

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

**BACKGROUND REVIEW:**

Attached are the relevant documents for the above-referenced C.U.P. application. The applicant is requesting a Conditional Use Permit in accordance to the provisions set forth in Section 400.780 to officially increase the FAR to 2.01 and to accommodate the proposed 252 dwelling units.

Staff and the Plan Commission evaluated the request and considered the review criteria set forth in Section 400.2710 of the zoning code. The review criteria considered and evaluated during the meeting consisted of the following;

1. The proposed use complies with the standards of this Chapter, including performance standards, and the standards for motor vehicle-oriented businesses, if applicable, as contained in Section **400.2730** of this Article;
2. The impact of projected vehicular traffic volumes and site access is not detrimental with regard to the surrounding traffic flow, pedestrian safety, and accessibility of emergency vehicles and equipment;
3. The proposed use will not cause undue impacts on the provision of public services such as police and fire protection, schools, and parks;
4. Adequate utility, drainage and other such necessary facilities have been or will be provided;
5. The proposed use is compatible with the surrounding area;
6. The proposed use will not adversely impact designated historic landmarks or districts

The Plan Commission held the required public hearing and considered the application on June 23, 2021. The C.U.P. was subsequently considered and approved by Plan Commission by a 4-0 vote.

A C.U.P. does not require a public hearing at the City Council level. For its approval, this agenda item would require a motion by the City Council.

**Attachments:**

- 1: Transmittal Letter from Plan Commission
- 2: Staff Report and Application Materials

**RECOMMENDATION:** City Manager recommends approval



**Department of Planning and Development**

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

June 23, 2021

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

RE: Application for Conditional Use Permit PC 21-09 – Increase the Floor Area Ratio (FAR) to 2.01 and density to accommodate 252 dwelling units.

Dear Ms. Reese,

At a regularly scheduled meeting, on June 23, 2021 at 6:30 pm via video conference, the Plan Commission considered the above-referenced application by ALPS Acquisition LLC for a Conditional Use Permit to increase their Delcrest Plaza proposed development Floor Area Ratio to 2.01 and further approve 252 dwelling units.

By a vote of 4 for and 0 against, the Plan Commission recommended approval of the application to increase the FAR to 2.01 and approve the 252 dwelling units.

Sincerely,

A handwritten signature in blue ink that reads "Margaret Holly".

Margaret Holly, Chairperson  
University City Plan Commission



**Department of Community Development**

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

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

MEETING DATE: July 12, 2021

FILE NUMBER: PC 21-09

COUNCIL DISTRICT: 1

Applicant: ALPS Acquisition LLC

Location: 8400 Delmar Boulevard (Delcrest Plaza)

Request: 1) Conditional Use Permit – FAR Increase and Density Increase

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

Proposed Zoning: NA

Existing Land Use: Vacant

Proposed Land Use: Multi-Family, Commercial

Surrounding Zoning and Land Use

North:	GC-General Commercial	Commercial
	MR – Medium Density Residential	Multi-Family Residential
East:	GC-General Commercial	Commercial, Walgreens
South:	PD-Planned Development Mixed Use	Residential/Commercial, (Crown)
West:	GC-Industrial Commercial District	P-ROW/170

COMPREHENSIVE PLAN CONFORMANCE

Yes     No     No reference

PLAN COMMISSION RECOMMENDATION

Approval     Approval with Conditions     Denial

ATTACHMENTS

A. CUP Application & Material

## **Existing Property**

St. Louis County Locator ID: 18K430172 The subject property is approximately 2.19 acres and is currently previously housed an older office building and a small commercial building. It is located at the southwest corner of Delmar Boulevard and Delcrest Drive.

## **Background**

The subject property is commonly known as 8400 Delmar Boulevard. The applicant is proposing a Planned Development that will house 252 residential units and a bistro. The Plan Commission recommended approval and City Council previously approved the request to rezone the property from General Commercial (GC) to Planned Development Mixed Use (PD-M). Furthermore, the Council approved the preliminary plan that proposes a 252-unit apartment complex, a 5 story 380 stall parking garage and a Bistro / Restaurant Area, However, the approval was conditioned upon the applicant obtain a Conditional Use Permit to accommodate the 252 units and increase the Floor Area Ratio to 2.1.

## **Process – Required City Approvals**

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

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

## **Other Processes**

Traffic Commission - The review criteria for a C.U.P. includes the impact of projected vehicular traffic volumes and site access with regard to the surrounding traffic flow, pedestrian safety, and accessibility of emergency vehicles and equipment. In its capacity as an advisory commission on traffic related matters as per Section 120.420 of the Municipal Code, the Traffic Commission may be concerned with the parking and traffic impact of the project. Traffic Commission has previously reviewed this project.

## **Analysis**

The proposed use and concept have been reviewed and approved via the Preliminary Plan process. This action is the formal action seeking the approval of the Conditional Use Permit in accordance to the aforementioned provisions of Section 400.2700 of the Zoning Code.

## **Public Involvement**

A public hearing at a regular Planning Commission meeting is required by the Zoning Code. The public hearing notice for the current proposal was published in the newspaper 15 days prior to the meeting date and was mailed to property owners within 185 feet of the subject property. Any member of the public will have an opportunity to express any concerns by writing in or attending the Planning Commission meeting. The public hearing was conducted at the June 23, 2021 meeting.

## **Review Criteria**

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

1. The proposed use complies with the standards of this Chapter, including performance standards, and the standards for motor vehicle-oriented businesses, if applicable, as contained in Section **400.2730** of this Article;
2. The impact of projected vehicular traffic volumes and site access is not detrimental with regard to the surrounding traffic flow, pedestrian safety, and accessibility of emergency vehicles and equipment;
3. The proposed use will not cause undue impacts on the provision of public services such as police and fire protection, schools, and parks;
4. Adequate utility, drainage and other such necessary facilities have been or will be provided;
5. The proposed use is compatible with the surrounding area;
6. The proposed use will not adversely impact designated historic landmarks or districts; and
7. Where a proposed use has the potential for adverse impacts, sufficient measures have been or will be taken by the applicant that would negate, or reduce to an acceptable level, such potentially adverse impacts. Such measures may include, but not necessarily be limited to:
  - a. Improvements to public streets, such as provision of turning lanes, traffic control islands, traffic control devices, etc.;
  - b. Limiting vehicular access so as to avoid conflicting turning movements to/from the site and access points of adjacent properties, and to avoid an increase in vehicular traffic in nearby residential areas;
  - c. Provision of cross-access agreement(s) and paved connections between the applicant's property and adjacent property(ies) which would help mitigate traffic on adjacent streets;
  - d. Provision of additional screening and landscape buffers, above and beyond the minimum requirements of this Chapter;



- e. Strategically locating accessory facilities, such as trash storage, loading areas, and drive-through facilities, so as to limit potentially adverse impacts on adjacent properties while maintaining appropriate access to such facilities and without impeding internal traffic circulation;
- f. Limiting hours of operation of the use or certain operational activities of the use (e.g., deliveries); and
- g. Any other site or building design techniques which would further enhance neighborhood compatibility.

**Findings of Fact (Section 400.2720)**

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

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

**Plan Commission Recommendation**

Based on the preceding considerations, the Plan Commission recommended approval of the application based upon its consistency with the previously reviewed and recommended plan concept.





## Council Agenda Item Cover

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**MEETING DATE:** July 12, 2020

**AGENDA ITEM TITLE:** Trivers Contract

**AGENDA SECTION:** Consent

**CAN THIS ITEM BE RESCHEDULED?** Yes

**PREPARED/SUBMITTED BY:** Brooke A. Smith, Assistant City Manager

**BACKGROUND REVIEW:** The City Council authorized the City Manager to take all necessary steps to advance the design for the renovation of the City Hall Annex for a state-of-the-art police station and Trinity Building for Municipal Court operations and City Council Chambers. Trivers performed the initial schematic design overview and cost estimates for the project and provide an estimate to undertake the design phase of both facilities.

Trivers has provided an estimate of \$2,062,220.44 for the design phase of the project.

**RECOMMENDATION:** The City Manager recommends approval of the agreement with Trivers for the design phase of this project in the amount of \$2,062,220.44.

**Attachments:**

1. Standard Form of Agreement between Owner and Architect
2. Sustainable Projects Exhibit
3. Building Information Modeling and Digital Data Exhibit
4. Exhibit A – Trivers Presentation
5. Exhibit B – HOK Billing Rates
6. Exhibit C – IMEG Billing Rates
7. Workplan Fee & Direct Consultant Estimate

# DRAFT AIA® Document B101™ - 2017

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « 21st » day of « June » in the year « 2021 »  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

« City of University City »« »  
« 6801 Delmar Boulevard »  
« University City, MO 63130 »  
« »

and the Architect:  
(Name, legal status, address and other information)

« Trivers »« »  
« 100 North Broadway »  
« Suite 1800 »  
« St. Louis, MO 63102 »

for the following Project:  
(Name, location and detailed description)

« University City Annex + Trinity »  
« University City, Missouri »  
« Renovation of annex and connector as well as trinity building and surrounding site for use as police headquarters and municipal courts functions. »

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

« Trivers and HOK completed a Space Needs Study in November of 2020 for a large majority of the City's Departments and existing building stock, including conceptual design for improvements with corresponding cost estimates. In March 2021, a conceptual fly-thru video was developed to further describe the potential for the City Hall Campus site and renovations to the Annex. We understand that City Council has approved the conceptual design and cost estimates for the complete renovations of the Annex (including the Connector to City Hall) and Trinity Buildings for the purposes of relocating the Police Department and Municipal Courts as well as creating a new front door to the City Hall Campus with security and accessibility improvements, including related site improvements. No renovations to City Hall are planned at this time and are excluded from this scope of work.

Trivers will verify and further develop the initial program and space plans from the previous Space Needs Study for the Annex, Connector, and Trinity Buildings. Full renovations are planned for these facilities for their adaptive re-use along with associated site work.

»

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

«The Owner will provide a site survey for use by the design time. For purposes of identifying project scope boundaries, see Exhibit A. »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
(Provide total and, if known, a line item breakdown.)

«\$19,563,000.00 »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«Estimated Dates follow:

Notice to Proceed: August 1, 2021 (confirm with U City)

Schematic Design: December 1, 2021

Design Development: April 1, 2021

Construction Documents: August 1, 2022 »

.2 Construction commencement date:

«October 1, 2022 (confirm with U City whether 2 months appropriate time for bidding) »

.3 Substantial Completion date or dates:

«December 30, 2023 (to be confirmed with estimator and General Contractor) »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« Competitive Bid »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«TBD, Confirm with U City "Energy Efficiency, Renewable Energy and Greenhouse Gas Reduction Policy" »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

«Brooke Smith  
Assistant City Manager  
City of University City  
6801 Delmar Boulevard  
University City, MO 63130  
[bsmith@ucity.org](mailto:bsmith@ucity.org)  
314.505.8536»

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

«Chief Larry Hampton (Police)  
Fred Lemons (Police)  
Dana Morley (Police)  
Shawn Whitley (Police)  
Director Sinan Alpaslan (public Works)  
Errol Tate (Public Works)  
Director Clifford Cross (Planning)»

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

«t.b.d. »« »

.2 Civil Engineer (for site survey):

«t.b.d. »« »

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

«Amanda Truemper, AIA »  
«Project Manager »  
«Trivers »  
« 100 North Broadway, Suite 1800 »  
« St. Louis, MO 63102 »  
« atruemper@trivers.com »  
« 310.874.5474 »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Justice Consultant:

«HOK »« »  
« 10 South Broadway, Suite 200 »  
« St. Louis, MO 63102 »  
« 314.421.2000 »  
« »

.2 Structural Engineer:

«KPF »« »  
« 1630 Des Peres Road, Suite 100 »  
« St. Louis, MO 63131 »  
« 314.835.0524 »

<< >>

3 Mechanical/Electrical/Plumbing/Fire Protection Engineer:

<<IMEG >>>>  
<< 15 Sunnen Drive, Suite 104 >>  
<< St. Louis, MO 63143 >>  
<< 314.645.1132 >>  
<< >>

§ 1.1.11.2 Consultants retained under Supplemental Services:

<< Cost Estimating (CCS), Code Consultant (CCI), Civil Engineering (CDI), Landscape Architecture (DG2), Lighting Design (H2Ltg), Security/IT/AV (IMEG), Accessibility (Cohen Hilberry Architects) >>

§ 1.1.12 Other Initial Information on which the Agreement is based:

<< >>

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.



§ 2.5.1 Commercial General Liability with policy limits of not less than «One Million Dollars » (\$ «1,000,000 » ) for each occurrence and «Two Million Dollars » (\$ «2,000,000 » ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « One Million Dollars » (\$ «1,000,000 » ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « One Million Dollars » (\$ « 1,000,000 » ) each accident, « One Million Dollars » (\$ « 1,000,000 » ) each employee, and « One Million Dollars » (\$ « 1,000,000 » ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « Two Million Dollars » (\$ « 2,000,000 » ) per claim and « Four Million Dollars » (\$ « 4,000,000 » ) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 Procurement Phase Services

##### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

##### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and

Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not provided

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Owner
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Not provided
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect, included in basic services
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Architect, TBD
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect, TBD
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Code Consultant	Architect
§ 4.1.1.30 Lighting Design	Architect
§ 4.1.1.31 Seismic Retrofit Design (Annex)	Architect
§ 4.1.1.32 Civil Supplemental Services	Architect, TBD see 4.1.2.1
§ 4.1.1.33 Accessibility Consultant	Architect
§ 4.1.1.34 Tornado Shelter Design	Not Provided, TBD
§ 4.1.1.35 Geotechnical Engineering	Owner
§ 4.1.1.36 Site Survey	Owner

## § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

« 4.1.1.6 Building Information Model management responsibilities; Architect's services to be in Autodesk Revit software with BIM information as required for Architect and their Consultants coordination per AIA Document E203-2013

4.1.1.8 Civil engineering; to include site work (see project area noted in Exhibit A), including work for new accessible entries to the Annex and Trinity Buildings, and parking lot improvements.

4.1.1.9 Landscape design; to include site design of work within the project area (see Exhibit A) and will coordinate with civil engineer and architect

4.1.1.10 Architectural interior design, included in Basic Services; finishes and material selections for interior project areas

4.1.1.12 Detailed cost estimating; Provide estimate for all trades presented in Unifomat systems format; (1) estimate at each project Phase Milestone (Schematic Design estimate, Design Development estimate, and Construction Documents estimate update)

4.1.1.21 Telecommunications/data design; design information transport system specifically related to closed security LAN, design information transport system for administrative LAN, WLAN and AVLAN, design of Audio Visual systems and Court Technology

4.1.1.22 Security evaluation and planning; design of PLC Electronic Detention Monitoring and Control System, design of Video Surveillance System, design of exchange based Intercom/Paging system, design of proximity based access control system

4.1.1.23 Commissioning; TBD, per University City's Energy Efficiency, Renewable Energy and Greenhouse Gas Reduction Policy for commissioning in accordance with the USGBC's enhanced commissioning guidelines for LEED certification, as determined by AHJ

4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3; TBD, Energy Modeling and Analysis, Carbon Analysis, and Life Cycle costing as well as Propose energy efficiency measures based on current technology and site location that exceed current City energy code requirements by a minimum of thirty percent (30%), or as determined by AHJ

4.1.1.29 Code Consultant; Fire Protection and Life Safety code reviews in accordance with 2012 IBC, 2012 IEBC, and 2012 International Fire Code

4.1.1.30 Lighting Design; provide interior and exterior lighting design within the project area (see Exhibit A), including lighting specifications and foot candle and LPD calculations

4.1.1.31 Seismic Retrofit Design (Annex); per code review requirements or as determined by AHJ

4.1.1.32 Civil Supplemental Services (if needed); TBD, MSD Water Quality/Volume Reduction Improvements, Existing Building Sanitary Investigation (CCTV and locate)

4.1.1.33 Accessibility Consultant; accessibility reviews at SD, DD and CD, as well as a Post Construction review and evaluation with a compliance letter deliverable

4.1.1.34 Tornado Shelter Design; TBD per code review requirements or as determined by AHJ »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

« 4.1.1.3 Measured drawings – Owner-provided CAD backgrounds and historic construction drawings will be used by Architect and their consultants' and will not be field verified beyond that which was already verified under previous scopes of work for the Annex Facility Assessment (agreement dated November 19, 2018) and the Space Needs Study (agreement dated November 07, 2019).

4.1.1.35 Geotechnical Engineering; Owner is responsible for Geotechnical Testing as required

4.1.1.36 Site Survey; Owner is responsible and for providing the design team with a Boundary and Topographical Land Survey of the Project Site in a timely manner after notice to proceed. »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

## § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in



accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « Two » ( « 2 » ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « Thirty-four » ( « 34 » ) visits to the site by the Architect during construction
- .3 « Two » ( « 2 » ) inspections of the Work to determine whether the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « Two » ( « 2 » ) inspections of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « Thirty » ( « 30 » ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

« N/A »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« N/A »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

« \$1,565,040.00, not including any Supplemental Services »

- .2 Percentage Basis  
(Insert percentage value)

« » ( « » ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« \$497,180.00 plus TBD as noted below for services identified in Section 4.1.1: »



Civil Engineering	\$37,510
Landscape Design	\$72,237
Cost Estimating	\$56,168
Telecommunications/data design	\$66,000
Security evaluation and planning	\$66,000
Code Consultant	\$12,925
Lighting Design	\$42,130
Seismic Retrofit Design (Annex)	\$38,500
Civil – MSD Water Quality / Volume Reduction	\$8,580 (if needed)
Civil – Existing Sanitary (CCTV and locate)	\$4,400 (if needed)
Accessibility Consultant	\$7,260
Energy Analysis, Carbon Analysis, and Life Cycle Costing	\$27,500
Enhanced Commissioning	\$118,800
Tornado Shelter Design	TBD»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

« Basis for compensation for Additional Services shall be hourly using the employee categories and rates in Section 11.7. Trivers shall submit an additional services request with a description of scope and fee to the Owner for approval prior to commencing work »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « ten » percent ( « 10 » %), or as follows:  
*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« nineteen »	percent (	« 19 »	%)
Design Development Phase	« twenty-three »	percent (	« 23 »	%)
Construction Documents Phase	« thirty-three »	percent (	« 33 »	%)
Procurement Phase	« three »	percent (	« 3 »	%)
Construction Phase	« twenty-two »	percent (	« 22 »	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« The following represents 2021 hourly service rates. Trivers reserves the right to review hourly rates annually for adjustments based on customary overhead costs.» »

Employee or Category	Rate (\$0.00)
<b>TRIVERS</b>	
Principal	\$230.00
Project Manager	\$185.00
Senior Project Architect	\$170.00
Interior Designer	\$165.00
Project Architect	\$150.00
Senior Project Designer	\$145.00
Project Designer	\$120.00
Professional	\$100.00
<b>HOK</b>	
See Exhibit B	See Exhibit B
<b>KPFF</b>	
Principal-In-Charge	\$200
Associate or Project Manager	\$150
Senior Project Engineer	\$140
Project Engineer	\$130
Engineer	\$100
Drafter	\$110
Clerical Staff	\$80
<b>IMEG</b>	
See Exhibit C	See Exhibit C

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus « ten » percent ( « 10 » %) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

« »

## § 11.10 Payments to the Architect

### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « zero » (\$ « 0 » ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « zero » (\$ « 0 » ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « thirty » ( « 30 » ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

« 1.5 » % « monthly »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« »

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- 2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

« »

- 3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ « » ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[ « X » ] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« Exhibit A\_20210610\_UCity\_Exhibits\_FINAL.pdf  
Exhibit B\_2021 Billing Rates HOK  
Exhibit C\_IMEG 2021 STANDARD HOURLY RATES »

4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

« Amy Gilbertson »« Principal in Charge »

(Printed name, title, and license number, if required)



Sustainable Projects Exhibit

This Exhibit dated the <> day of <> in the year <> is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

< University City Annex + Trinity >
< University City, Missouri >
< >

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

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2 ARCHITECT
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7 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of the services of the Architect, the Work of the Contractor, and requirements and services of the Owner, where the Project includes achievement of a Sustainable Objective.

§ 1.2 Definitions

§ 1.2.1 Sustainable Objective

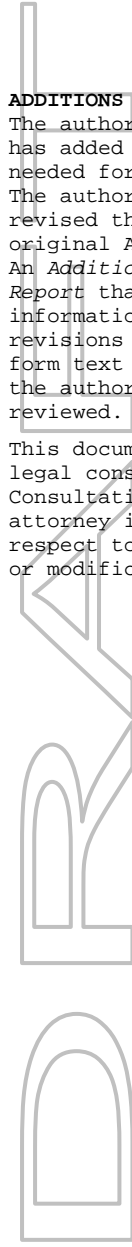
The Sustainable Objective is the Owner's goal of incorporating Sustainable Measures into the design, construction, maintenance and operations of the Project to achieve a Sustainability Certification or other benefit to the environment, to enhance the health and well-being of building occupants, or to improve energy efficiency. The Sustainable Objective is identified in the Sustainability Plan.

§ 1.2.2 Sustainable Measure

A Sustainable Measure is a specific design or construction element, or post occupancy use, operation, maintenance or monitoring requirement that must be completed in order to achieve the Sustainable Objective. The Owner, Architect and Contractor shall each have responsibility for the Sustainable Measure(s) allocated to them in the Sustainability Plan.

§ 1.2.3 Sustainability Plan

The Sustainability Plan is a Contract Document that identifies and describes: the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's, Architect's and Contractor's roles and responsibilities associated with achieving the Sustainable Measures; the



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specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project.

#### § 1.2.4 Sustainability Certification

The Sustainability Certification is the initial third-party certification of sustainable design, construction, or environmental or energy performance, such as LEED<sup>®</sup>, Green Globes<sup>™</sup>, Energy Star or another rating or certification system, that may be designated as the Sustainable Objective or part of the Sustainable Objective for the Project. The term Sustainability Certification shall not apply to any recertification or certification occurring subsequent to the initial certification.

#### § 1.2.5 Sustainability Documentation

The Sustainability Documentation includes all documentation related to the Sustainable Objective or to a specific Sustainable Measure that the Owner, Architect or Contractor is required to prepare in accordance with the Contract Documents. Responsibility for preparation of specific portions of the Sustainability Documentation will be allocated among the Owner, Architect and Contractor in the Sustainability Plan and may include documentation required by the Certifying Authority.

#### § 1.2.6 Certifying Authority

The Certifying Authority is the entity that establishes criteria for achievement of a Sustainability Certification and is authorized to grant or deny a Sustainability Certification.

§ 1.3 Set forth below any incentive programs related to the Sustainable Objective the Owner intends to pursue, any deadlines for receiving the incentives, and any requirements related to the incentive programs that are applicable to the Architect or the performance of the Architect's services:

*(Identify incentive programs the Owner intends to pursue and deadlines for submitting or applying for the incentive program.)*

« University City's Energy Efficiency, Renewable Energy and Greenhouse Gas Reduction Policy »

§ 1.4 The Parties agree to incorporate this Exhibit into the agreements with the project participants performing services or Work in any way associated with the Sustainable Objective.

## ARTICLE 2 ARCHITECT

### § 2.1 Scope of Architect's Sustainability Services

The Architect shall provide the Sustainability Services described in this Article 2. The Architect's performance of the services set forth in this document is based upon the Initial Information included in the Owner-Architect Agreement.

### § 2.2 Sustainability Certification Agreements

If the anticipated Sustainable Objective set forth in the Initial Information includes a Sustainability Certification, the Architect shall provide the Owner with copies of all agreements required by the Certifying Authority to register the Project and pursue the Sustainability Certification. The Owner and Architect will review and confirm that the terms of those agreements are acceptable to the Owner before moving forward with the Sustainability Services under this Article 2. The Owner agrees to execute all documents required by the Certifying Authority to be executed by the Owner, including any documentation required to establish the authority of the Architect as an agent of the Owner, for the limited purpose of pursuing the Sustainability Certification.

### § 2.3 Sustainability Workshop

As soon as practicable, but not later than the conclusion of the Schematic Design Phase Services, the Architect shall conduct a Sustainability Workshop with the Owner, the Owner's consultants, and the Architect's consultants, during which the participants will: review and discuss potential Sustainability Certifications; establish the Sustainable Objective; discuss potential Sustainable Measures; examine strategies for implementation of the Sustainable Measures; and discuss the potential impact of the Sustainable Measures on the Project schedule, the Owner's program, and the Owner's budget for the Cost of the Work.

## § 2.4 Sustainability Plan Services

§ 2.4.1 Following the Sustainability Workshop, the Architect shall prepare a Sustainability Plan based on the Sustainable Objective and targeted Sustainable Measures.

§ 2.4.2 As part of the Architect's submission of the Schematic Design Documents in accordance with the Owner-Architect Agreement, the Architect shall submit the Sustainability Plan prepared in accordance with Section 2.4.1, to the Owner, and request the Owner's approval.

§ 2.4.3 As part of the Architect's submission of the Design Development Documents and Construction Documents in accordance with the Owner-Architect Agreement, the Architect shall advise the Owner of any adjustments to the Sustainability Plan, and request the Owner's approval.

§ 2.4.4 The Architect shall perform those Sustainable Measures identified as the responsibility of the Architect in the approved Sustainability Plan and any approved changes to the Sustainability Plan.

§ 2.4.5 Subject to Section 2.9.2, the Architect shall make adjustments to the Sustainability Plan as the design and construction of the Project progresses.

## § 2.5 Design Phases

§ 2.5.1 The Architect shall prepare Schematic Design Documents, Design Development Documents and Construction Documents that incorporate the Sustainable Measures identified in the Sustainability Plan, as appropriate.

§ 2.5.2 As part of the Sustainable Measures, the Project may require the use of materials and equipment that have had limited testing or verification of performance. The Architect may be unable to determine whether the materials or equipment will perform as represented by the manufacturer or supplier. The Architect shall discuss with the Owner the proposed use of such materials or equipment and potential effects on the Sustainable Objective that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representations. The Owner will render a written decision regarding the use of such materials or equipment in a timely manner. In the event the Owner elects to proceed with the use of such materials or equipment, the Architect shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

## § 2.6 Construction Phase

§ 2.6.1 The Architect shall advise and consult with the Owner regarding the progress of the Project toward achievement of the Sustainable Measures. Based on site visits performed in accordance with the Owner-Architect Agreement and other information received from the Contractor, the Architect shall promptly notify the Owner of known deviations from the Contract Documents and defects or deficiencies in the Work that will affect the achievement of Sustainable Measures. The Architect shall meet with the Owner and Contractor to discuss remedies or, where appropriate, alternatives to achieve the Sustainable Measures.

§ 2.6.2 If the Architect determines that a proposed change in the Work would materially impact a Sustainable Measure or the Sustainable Objective, the Architect shall notify the Owner and, upon the Owner's written authorization, further investigate such change.

§ 2.6.3 At Substantial Completion, the Architect shall forward to the Owner all Sustainability Documentation prepared by the Contractor in accordance with the Contract Documents, except for Sustainability Documentation which by its nature must be completed after Substantial Completion.

§ 2.6.4 The Owner's payment of the Architect's final invoice does not relieve the Architect's obligation to fulfill its responsibilities related to achieving the Sustainable Objective.

## § 2.7 Project Registration and Submissions of Sustainability Documentation to the Certifying Authority

§ 2.7.1 If the Sustainable Objective includes a Sustainability Certification, the Architect, as agent for the Owner, shall perform the services set forth in this Section 2.7.

§ 2.7.2 The Architect shall register the Project with the Certifying Authority. Registration fees and any other fees charged by the Certifying Authority, and paid by the Architect, shall be a reimbursable expense and shall be credited against any initial payment received pursuant to the Owner-Architect Agreement.

§ 2.7.3 The Architect shall collect the Sustainability Documentation from the Owner and Contractor; organize and manage the Sustainability Documentation; and, subject to Section 2.9.2, submit the Sustainability Documentation to the Certifying Authority as required for the Sustainability Certification process.

§ 2.7.4 Subject to Section 2.9.2, the Architect shall prepare and submit the application for certification of the Project to the Certifying Authority, including any required supporting documentation, in accordance with the Sustainability Plan.

§ 2.7.5 Subject to Section 2.9.2, and provided the Architect receives timely notice from the Owner or Certifying Authority, the Architect shall prepare and file necessary documentation with the Certifying Authority to appeal a ruling or other interpretation denying a requirement, prerequisite, credit or point necessary to achieve the Sustainability Certification.

§ 2.7.6 Subject to Section 2.9.2, the Architect shall prepare responses to comments or questions received from the Certifying Authority, and submit additional required documentation.

§ 2.7.7 Any certification, declaration or affirmation the Architect makes to the Certifying Authority shall not constitute a warranty or guarantee to the Owner or to the Owner's contractors or consultants.

## § 2.8 Copyrights and Licenses

§ 2.8.1 Solely for the purpose of obtaining or maintaining the Sustainability Certification, the Architect grants to the Owner a nonexclusive license to submit the Architect's Instruments of Service, directly or through third parties, to the Certifying Authority to comply with the requirements imposed by the Certifying Authority, and further grants the Owner a nonexclusive license to allow the Certifying Authority to publish the Instruments of Service in accordance with the policies and agreements required by the Certifying Authority. The licenses granted in this Section are valid only if the Owner substantially performs its obligations under the Owner-Architect Agreement, including prompt payment of all sums when due.

§ 2.8.2 Submission or distribution of Instruments of Service to meet requirements of a Certifying Authority in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants under the Owner-Architect Agreement.

## § 2.9 Additional Services

§ 2.9.1 Upon recognizing the need to perform the following Additional Services, in addition to those listed in the Owner-Architect Agreement, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Changing or editing previously prepared Instruments of Service, including the Sustainability Plan, necessitated by the Certifying Authority's changes in the requirements necessary to achieve the Sustainability Certification; or
- .2 Assistance to the Owner or Contractor with preparation of Sustainability Documentation, for which the Owner or Contractor is responsible pursuant to the Sustainability Plan.

§ 2.9.2 The Architect shall provide services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « » ( « » ) adjustments to the Sustainability Plan
- .2 « » ( « » ) meetings during the Design and Construction Phases required to define, develop and incorporate the Sustainable Measures into the Contract Documents
- .3 « » ( « » ) submittals to the Certifying Authority
- .4 « » ( « » ) responses to the Certifying Authority's comments and questions
- .5 « » ( « » ) appeals to the Certifying Authority pursuant to Section 2.7.5



- .6 ( « » ) meetings with the Owner and Contractor, pursuant to Section 2.6.1, to discuss remedies or, where appropriate, alternatives to achieve the Sustainable Measures due to deviations from the Contract Documents or defects or deficiencies in the Contractor's Work.

### ARTICLE 3 CONTRACTOR

§ 3.1 The Contractor shall perform those Sustainable Measures identified as the responsibility of the Contractor in the Sustainability Plan.

§ 3.2 The Contractor shall meet with the Owner and Architect to discuss alternatives in the event the Owner or Architect recognizes a condition that will affect achievement of a Sustainable Measure or achievement of the Sustainable Objective. If any condition is discovered by, or made known to, the Contractor that will adversely affect the Contractor's achievement of a Sustainable Measure for which the Contractor is responsible pursuant to the Sustainability Plan, the Contractor will promptly provide notice to the Architect and meet with the Owner and Architect to discuss alternatives to remedy the condition.

§ 3.3 The Contractor shall include, with any request for substitution, a written representation identifying any potential effect the substitution may have on the Project's achievement of a Sustainable Measure or the Sustainable Objective. The Owner and Architect shall be entitled to rely on any such representation. In preparing this representation, the Contractor may request additional information from the Architect describing how the product, material or equipment, for which a substitution is proposed, was intended to satisfy the requirements of a Sustainable Measure or contribute toward achievement of the Sustainable Objective.

§ 3.4 The Contractor shall be responsible for preparing and completing the Sustainability Documentation required from the Contractor by the Contract Documents, including any Sustainability Documentation required to be submitted after Substantial Completion. The Contractor shall submit the Sustainability Documentation to the Architect in accordance with any schedules or deadlines set forth in, or as otherwise required by, the Contract Documents. In the absence of schedules or deadlines for submission of Sustainability Documentation in the Contract Documents, the Contractor will submit the Sustainability Documentation with reasonable promptness, but in no event more than 60 days after Substantial Completion, so that the Architect may submit the Sustainability Documentation to the Certifying Authority.

§ 3.5 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents and the Contractor's design professional proposes the use of materials or equipment that have had limited testing or verification of performance, the Contractor shall discuss with the Architect and Owner the proposed use of such materials or equipment and potential effects on the Sustainable Objective that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representations. The Owner will render a written decision regarding the use of such materials or equipment in a timely manner. In the event the Owner elects to proceed with the use of such materials or equipment, the Contractor and Architect shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from the failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

§ 3.6 The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Sustainability Plan and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Sustainability Plan.

#### § 3.7 Construction Waste Management

The Contractor, in accordance with the Contract Documents, shall prepare and submit to the Architect and Owner a construction waste management and disposal plan setting forth the procedures and processes for salvaging, recycling or disposing of construction waste generated from the Project. The Contractor shall recycle, reuse, remove or dispose of materials as required by the Contract Documents.

### § 3.8 Substantial Completion

Verification that the Project has achieved the Sustainable Objective, or the actual achievement of the Sustainable Objective, shall not be a condition precedent to issuance of a Certificate of Substantial Completion. Except for that portion of the Sustainability Documentation that by its nature must be provided after Substantial Completion, the Contractor shall submit all other Sustainability Documentation required from the Contractor by the Contract Documents no later than the date of Substantial Completion.

### § 3.9 Final Completion

§ 3.9.1 All Sustainability Documentation required from the Contractor by the Contract Documents shall be submitted to the Architect before final payment or any remaining retained percentage shall become due.

§ 3.9.2 Verification that the Project has achieved the Sustainable Objective, or the actual achievement of the Sustainable Objective, shall not be a condition precedent to issuance of the final Certificate for Payment. Final payment does not relieve the Contractor's obligation to fulfill its responsibilities related to achieving the Sustainable Objective.

## ARTICLE 4 OWNER

§ 4.1 Based on the Owner's approval of the Sustainability Plan and any approved changes to the Sustainability Plan, the Owner shall perform those Sustainable Measures identified as the responsibility of the Owner in the Sustainability Plan, or as otherwise required by the Contract Documents. The Owner shall require that each of its contractors and consultants performs the contractor's or consultant's services in accordance with the Sustainability Plan.

§ 4.2 The Owner shall provide to the Contractor and Architect any information requested by the Contractor or Architect that is relevant and necessary for achievement of the Sustainable Objective, including: design drawings; construction documents; record drawings; shop drawings and other submittals; operation and maintenance manuals; master plans; building operation costs; building operation budgets; pertinent records relative to historical building data, building equipment and furnishings; and repair records.

§ 4.3 The Owner shall comply with the requirements of the Certifying Authority as they relate to the ownership, operation and maintenance of the Project both during construction and after completion of the Project.

§ 4.4 The Owner shall be responsible for preparing, filing, and prosecuting appeals to the Certifying Authority, or taking any other actions determined by the Owner to be necessary or desirable, arising from the revocation or reduction of an awarded Sustainability Certification.

§ 4.5 The Owner shall provide the services of a commissioning agent who shall be responsible for commissioning of the Project, or the Owner may engage the Architect to provide commissioning services as an Additional Service.

## ARTICLE 5 CLAIMS AND DISPUTES

The Owner, Contractor and Architect waive claims against each other for consequential damages resulting from failure of the Project to achieve the Sustainable Objective or one or more of the Sustainable Measures.

## ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 The Owner, Contractor and Architect acknowledge that achieving the Sustainable Objective is dependent on many factors beyond the Contractor's and Architect's control, such as the Owner's use and operation of the Project; the work or services provided by the Owner's other contractors or consultants; or interpretation of credit requirements by a Certifying Authority. Accordingly, neither the Architect nor the Contractor warrant or guarantee that the Project will achieve the Sustainable Objective.

§ 6.2. This Sustainable Projects Exhibit shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor or (3) between the Owner and the Architect's consultants.

## ARTICLE 7 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Sustainable Project Exhibit, if any, are as follows:

TEL  
E  
A  
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D

# DRAFT AIA® Document E203™ - 2013

## Building Information Modeling and Digital Data Exhibit

This Exhibit dated the « » day of « » in the year « » is incorporated into the agreement (the "Agreement") between the Parties for the following Project:  
(Name and location or address of the Project)

« University City Annex + Trinity »  
« University City, Missouri »  
« »

### TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA
- 3 DIGITAL DATA PROTOCOLS
- 4 BUILDING INFORMATION MODELING PROTOCOLS
- 5 OTHER TERMS AND CONDITIONS

### ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™-2013, Project Digital Data Protocol Form and AIA Document G202™-2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

### § 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201-2013 and G202-2013, will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™-2013, Project Digital Data Protocol Form, and G202™-2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203-2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201-2013 and G202-2013.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

*(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)*

<< >>

## § 1.4 Definitions

§ 1.4.1 **Building Information Model.** A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the “Model,” which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 **Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 **Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 **Level of Development.** The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 **Authorized Uses.** The term “Authorized Uses” refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 **Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 **Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as “confidential.”

§ 1.4.9 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, “written” or “in writing” shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 **Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, “written notice” shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 **Party and Parties.** The terms “Party” and “Parties” refer to the signing parties to the Agreement.

§ 1.4.12 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

## ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party

receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

**ARTICLE 3 DIGITAL DATA PROTOCOLS**

§ 3.1 Anticipated Types of Digital Data. The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project <i>(Indicate Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 3.1.1 below or in an attachment to this exhibit and identified below)</i>
Project Agreements and Modifications	NA	
Project communications	NA	
Architect's pre-construction submittals	NA	
Contract Documents	NA	
Contractor's submittals	NA	
Subcontractor's submittals	NA	
Modifications	NA	
Project payment documents	NA	
Notices and claims	NA	
Building Information Modeling	BIM 360	See section 3.1.1

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

« BIM shall be used for shell and core building modeling as required for Construction Documents »

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.

*(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)*

<< >>

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

#### § 3.4 Unauthorized Use

##### § 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

##### § 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

#### § 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

*(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)*

[ **X** ] The Parties intend to use a centralized electronic document management system on the Project.

[ **»** ] The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.

*(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)*

Responsible Project Participant

Project Milestone

<< >>

## ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

[  ] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

[  ] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 Anticipated Building Information Modeling Scope. Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling	Responsible Project Participant
« Building Shell & Core and Interiors »	Architect

§ 4.3 Anticipated Model Authorized Uses. Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.

« »

§ 4.4 Ancillary Modeling Activities. Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.

*(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)*

« »

§ 4.5 Modeling Protocols. As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

§ 4.5.1 The Modeling protocols shall address the following:

- 1 Identification of the Model Element Authors;
- 2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
- 3 Identification of the required LOD of each Model Element at each identified Project milestone;
- 4 Identification of the construction classification systems to be used on the Project;
- 5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
- 6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- 7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
- 8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
- 9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

« »



§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval.  
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)

<< >>

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

#### § 4.7 Unauthorized Use

##### § 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

##### § 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

#### § 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant

Project Milestone

<< >>

§ 4.8.2 Model Management Protocol Establishment. The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other: *(Identify additional Model management protocols to be addressed.)*

<< >>

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
  - .1 Coordinate submission and exchange of Models
  - .2 Create and maintain a log of Models received
  - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
  - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

<< >>

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

<< >>

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

<< >>

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility.

*(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)*

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling	NA		
§ 4.9.2 Wayfinding and Mapping	NA		
§ 4.9.3 Asset/FF & E Management	NA		
§ 4.9.4 Energy Management	NA		
§ 4.9.5 Space Management	NA		
§ 4.9.6 Maintenance Management	NA		

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

<< >>

## ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

<< >>

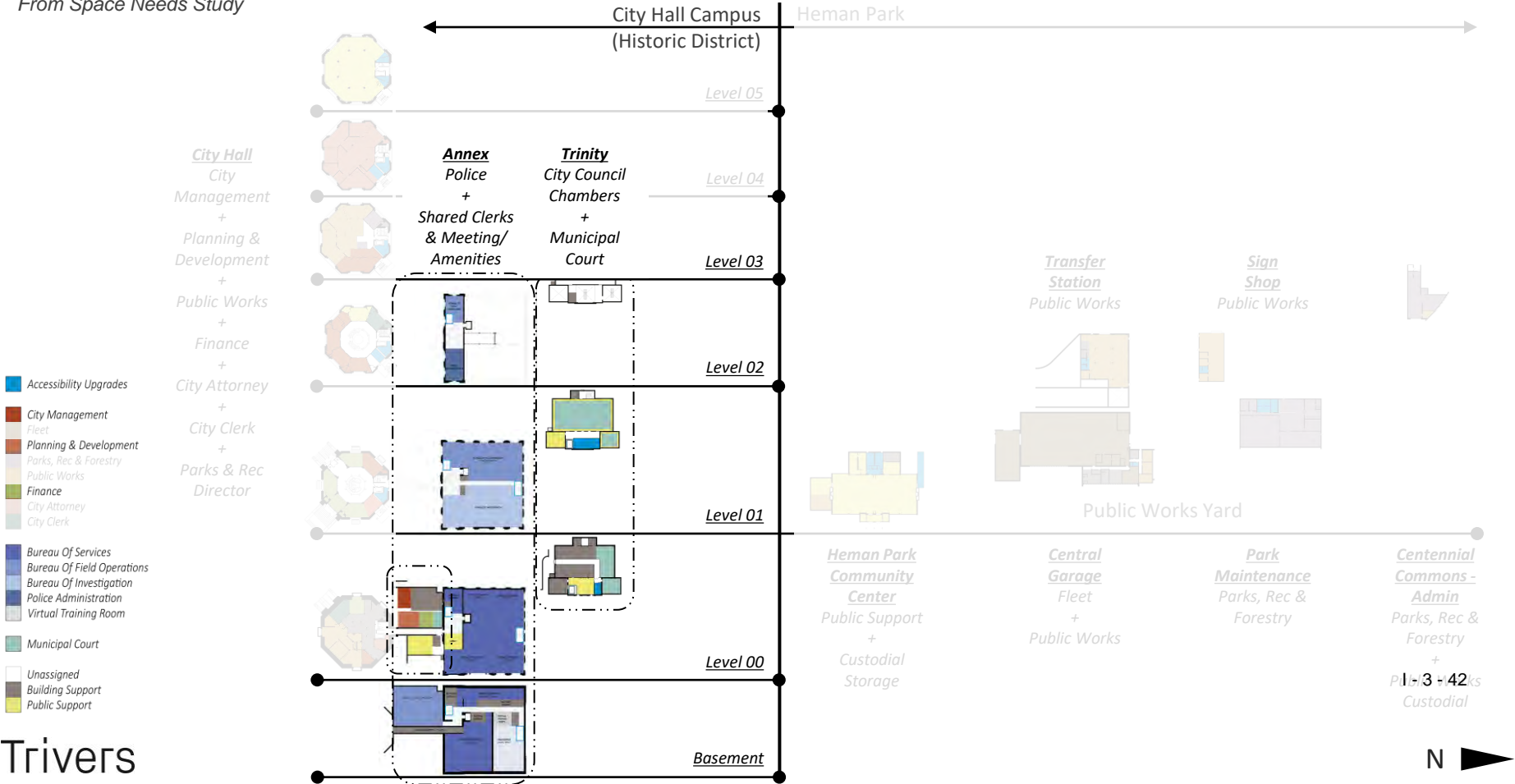
# University City Annex + Trinity Buildings Renovations for Police & Courts

June 14th, 2021

Trinity

# Program Overview

From Space Needs Study



# Construction Cost Estimate Summary

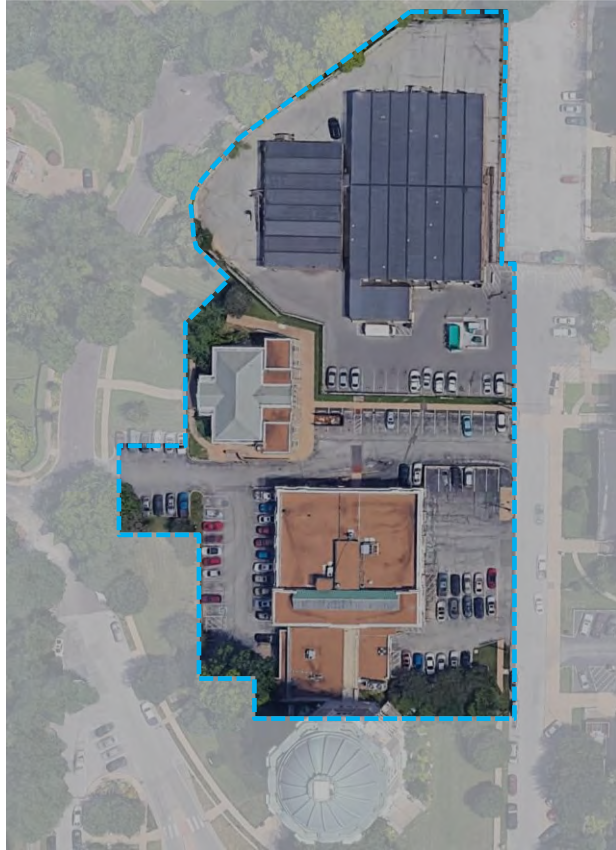
From Space Needs Study

University City - Space Needs Study					
November 12, 2020					
	<u>Raw Cost</u>	<u>GC and OH &amp; P</u> 20.00%	<u>Design Contingency</u> 15.00%	<u>Escalation</u> 5.50%	<u>Total Cost</u>
Annex	\$10,759,668	\$2,151,934	\$1,936,740	\$816,659	<b>\$15,665,001</b>
Trinity	\$1,559,624	\$311,925	\$280,732	\$118,375	<b>\$2,270,657</b>
Sitework - City Hall Campus	\$1,118,328	\$223,666	\$201,299	\$84,881	<b>\$1,628,174</b>
<b>Total Estimated Construction Costs</b>	<b>\$13,437,620</b>	<b>\$2,687,525</b>	<b>\$4,355,511</b>	<b>\$1,019,915</b>	<b>\$19,563,832</b>

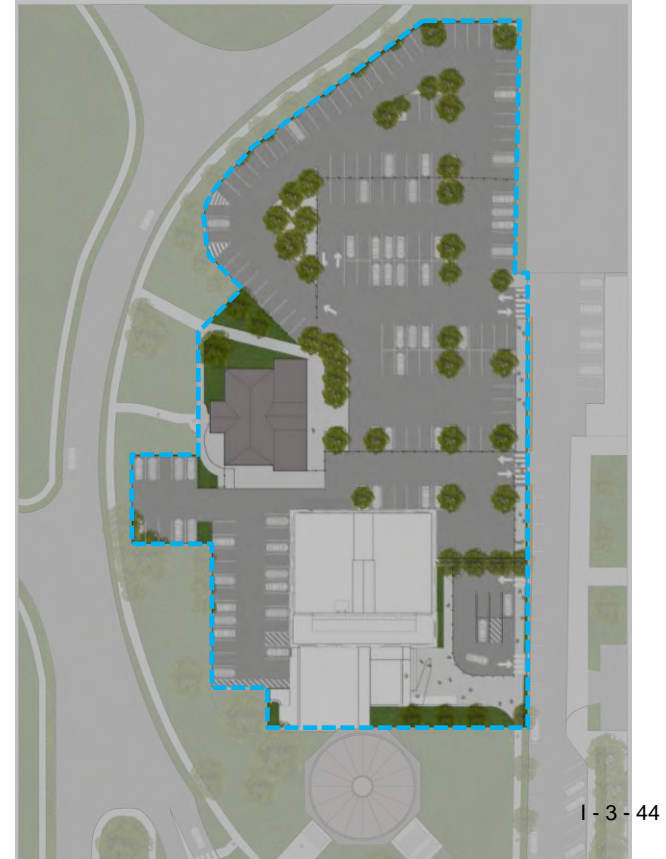
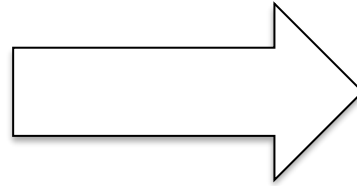
 1815 South Meyers Road  
Suite 1070  
Oakbrook Terrace, IL 60181  
530.678.0808  
www.CCSdifferences.com

- Estimates based on drawings dated October 20, 2020
- Escalation assumed construction start of July 2022
- Design fees not included

# Project Area



Existing



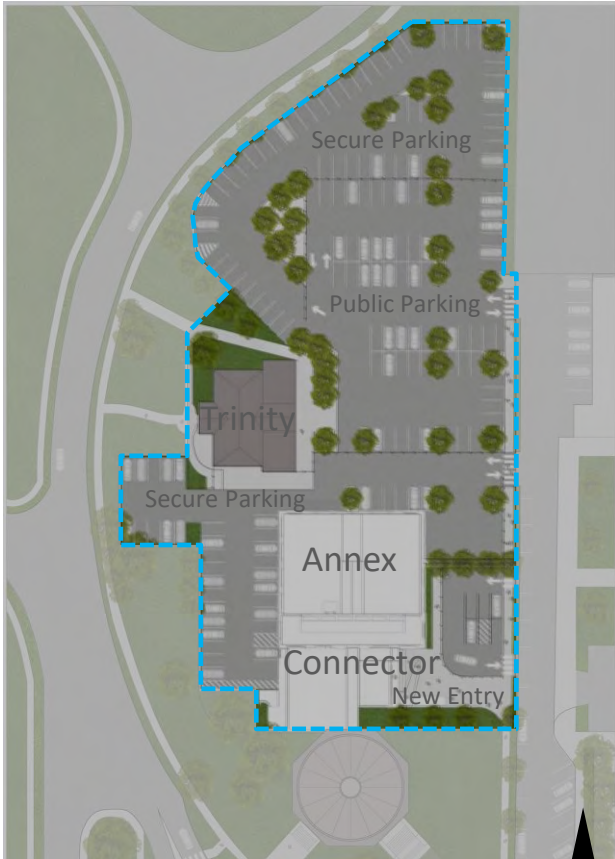
Proposed

Trivers

1-3-44



# Scope of Work



- Renovations for the Annex, Connector and Trinity Buildings for Police and Courts include:
  - Provide a new Main Entry point for the City Hall Campus
  - Restore remaining historic architectural features in the Annex and Trinity buildings
  - Provide accessible entries and security check points for the Annex Connector and Trinity buildings at new public front entries; new elevator for the Trinity Building
  - Updated/added restrooms to meet accessibility requirements
  - Create a one-stop window for public facing City Hall services in the Connector; amenities in the Connector to support Community Programs
  - Structural retrofit as required for essential services
- Site Improvements include
  - Remove temporary police structures
  - Remove parking lot entrance at neighborhood
  - Provide secure parking areas for police parking and sallyport
  - Provide new Public and Accessible Parking and drop-offs
  - Improve entry plazas and landscaping
  - Improve wayfinding
  - Provide new generator for Police Facility
- Improvements to City Hall not planned at this time (future phase)







1-3-47



UNIVERSITY CITY HALL

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Trivers



*Thank you!*

Trivets



**2021 Billing Rates**

<u>Title</u>	<u>Rate/HR</u>
<b>Architect</b>	
Senior Project Principal	\$390
Regional Market Directors	\$365
Sr. Project Manager	\$360
Project Manager	\$225
Director of Design	\$365
Senior Project Designer	\$245
Project Designer	\$195
Sr. Design Professional	\$120
Sr. Project Architect	\$180
Project Architect	\$155
Architect	\$120
BIM Manager	\$190
Sr. Specification Writer	\$185
Sr. Field Representative	\$165
Director of Interiors	\$280
Director of Interior Design	\$245
Senior Interior Designer	\$160
Interior Designer	\$135
Interior Project Manager	\$190
Interior Architect	\$145
Sr. Interior Professional	\$110
Interior Design Professional	\$85
Graphics Specialist	\$110
Sustainable Design Specialist	\$180
Model Shop Manager	\$100
Director of Planning	\$235
Landscape Architect	\$145
Director of Lighting Design	\$210
Sr. Project Lighting Designer	\$130
Lighting Designer	\$105

Note: Billing rates are subject to Annual Revision not to exceed 3% per annum



**2021 STANDARD HOURLY RATES - SMEPT/MEQ/Cx  
(rates adjusted annually)**

Client Executive / Market Director	\$250
Project Executive	\$230
Senior Engineer Technical Specialist	\$215
Senior Engineer III	\$205
Senior Engineer II	\$185
Senior Engineer	\$160
Project Engineer II	\$150
Project Engineer	\$130
Engineer	\$120
Senior Designer Technical Specialist	\$190
Senior Designer III	\$180
Senior Designer II	\$165
Senior Designer	\$150
Project Designer II	\$140
Project Designer	\$130
Designer IV	\$120
Designer III	\$115
Designer II	\$110
Designer	\$105
Senior Medical Equipment Planner	\$195
Medical Equipment Planner	\$140
Sr. Commissioning Authority/Engineer	\$185
Project Commissioning Authority/Engineer	\$145
Commissioning Authority/Engineer	\$120
Senior Construction Administrator	\$165
Construction Administrator	\$145
Senior Virtual Design Coordinator	\$115
Virtual Design Coordinator	\$100
Virtual Design Technician	\$95
Administrative Assistant	\$80

**WORKPLAN  
FEE & DIRECT CONSULTANT ESTIMATE - DETAIL**



PROJECT or BD NO. 21028.00  
 PROJECT U City Annex + Trinity  
 WBS DESCRIPTION Direct Consultants Architecture

Company: TA  
 Date: 6/22/2021  
 Stage: 0

ACCT CODE	CONSULTANT	COMPANY	Pre-Design	Schematic Design	Design Development	Construction Documentation	Bidding/Negotiation	Contract Administration	Additional Services	Owner Items	Total
<b>BASIC SERVICES</b>			<i>based on 8% of construction cost</i>								<b>\$ 1,565,040.00</b>
01	Prime - Lead Architect	Trivers		\$ 60,979.00	\$ 85,140.00	\$ 195,594.00	\$ 33,136.00	\$ 239,314.00			\$ 614,163.00
02	Justice	HOK		\$ 120,808.00	\$ 96,646.00	\$ 57,528.00	\$ 7,364.00	\$ 23,931.00			\$ 306,277.00
03	Structural	KPFF		\$ 28,050.00	\$ 37,400.00	\$ 74,800.00	\$ 9,350.00	\$ 37,400.00			\$ 187,000.00
		Trinity Code Interpret		\$ 2,200.00							\$ 2,200.00
		Exterior Ramps/Stairs/Canopies		\$ 1,100.00	\$ 1,100.00	\$ 2,200.00					\$ 4,400.00
04	MEP/FP	IMEG									
		ME/FP		\$ 72,600.00	\$ 108,900.00	\$ 145,200.00		\$ 36,300.00			\$ 363,000.00
		P		\$ 17,600.00	\$ 26,400.00	\$ 35,200.00		\$ 8,800.00			\$ 88,000.00
		Custom Engineering									
MBE		Plumbing Only							\$ 150,150.00		
<b>SUPPLEMENTAL SERVICES</b>											<b>\$ 497,180.44</b>
05	Structural	KPFF									
		Annex Retrofit		\$ 5,775.00	\$ 7,700.00	\$ 15,400.00	\$ 1,925.00	\$ 7,700.00			\$ 38,500.00
		Tornado Shelter Design							TBD		
06	WBE Civil	CDI		\$ 6,820.00	\$ 12,650.00	\$ 9,240.00	\$ 1,980.00	\$ 6,820.00			\$ 37,510.00
WBE		MSD Water Q/V Reduction							\$ 8,580.00		\$ 8,580.00
WBE		Existing Sanitary (CCTV and locate)							\$ 4,400.00		\$ 4,400.00
07	WBE Landscape	DG2		\$ 12,027.40	\$ 18,041.10	\$ 24,054.80		\$ 6,013.70			\$ 60,137.00
WBE		Irrigation Design							\$ 12,100.00		\$ 12,100.00
WBE		Arborepe							\$ 145,420.00		
08	MBE Cost Estimating	CCS		\$ 12,114.76	\$ 27,166.44	\$ 16,887.24					\$ 56,168.44
09	IT/AV	HOK							\$ 66,000.00		
	Security	HOK							\$ 66,000.00		
	IT/AV	IMEG							\$ 41,250.00		\$ 41,250.00
	Security	IMEG							\$ 41,250.00		\$ 41,250.00
10	Code Consultant	CCI		\$ 6,325.00	\$ 2,475.00	\$ 2,200.00		\$ 825.00	\$ 1,100.00		\$ 12,925.00
11	WBE Lighting	Envision							\$ 42,130.00		
WBE		H2Ltg		\$ 5,500.00	\$ 12,100.00	\$ 8,800.00	\$ 1,320.00	\$ 3,080.00			\$ 30,800.00
12	WBE Accessibility	CHA		\$ 1,320.00	\$ 1,980.00	\$ 2,640.00		\$ 1,320.00			\$ 7,260.00
13	Sustainable Project Services	IMEG									
		Energy Analysis, Carbon Analysis, and Life Cycle Costing							\$ 27,500.00		\$ 27,500.00
		Enhanced Commissioning							\$ 118,800.00		\$ 118,800.00
	Owner Services	CDI									
	Survey	Boundary Survey								\$ 3,700.00	
		Topographic Survey								\$ 6,400.00	
	Geotechnical	TBD									
<b>TOTAL COST DOLLARS</b>			\$ -	\$ 353,219.16	\$ 437,698.54	\$ 589,744.04	\$ 55,075.00	\$ 371,503.70	\$ 254,980.00		<b>\$ 2,062,220.44</b>

**WBE/MBE  
PARTICIPATION**  
 \$216,955.44  
 10.52%







## AGENDA ITEM COVER

**MEETING DATE:** July 12, 2021

**AGENDA ITEM TITLE:** Pledge to Stop the Spread of Invasive Species

**AGENDA SECTION:** City Managers Report

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

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

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### BACKGROUND REVIEW:

By invitation of the Missouri Invasive Plant Task Force (MoIP) a resource of the Missouri Prairie Foundation's Grow Native program, the city has been asked to take the pledge to control invasive species, so that we can positively influence the perpetuation of native ecosystems, native wildlife, economies based on wise land use, and the communities in which we live, for the benefit of all.

Both the Urban Forestry Commission and the Green Practices Commission have approved motions to make a recommendation to City Council for the consideration of signing the MoIP Pledge to Stop the Spread of Invasive Species.

### RECOMMENDATION:

City Manager recommends approval.

### ATTACHMENTS:

1. Pledge to Stop the Spread of Invasive Plants document.



**MISSOURI INVASIVE PLANT TASK FORCE  
(MOIP) ([HTTPS://MOINVASIVES.ORG/](https://moinvasives.org/))**



🏠 [Home \(https://moinvasives.org/\)](https://moinvasives.org/) >

**Pledge to Stop the Spread of Invasive Plants**

**Jump to: [Pledge Form](#) | [Invasive Plant Pledge Takers](#)**

*To add your name to our growing community of pledge-takers, please read below and enter the required information into the embedded form. If you experience any difficulties, please email [info@moinvasives.org](mailto:info@moinvasives.org).*

**An invasive plant is defined as a species whose introduction to Missouri causes economic or environmental harm. In most cases, invasive plants evolved in other parts of the world and were introduced to Missouri by people. It is also important to understand that some native plants, usually via land disturbances by people, can exhibit aggressive qualities similar to invasive plants and may also need to be controlled. An example is eastern red cedar, which has spread beyond its original habitat and abundance in Missouri due to landscape changes and suppression of fire.**

**Invasive plants pose serious threats to Missouri's native ecosystems, as well as many native plants and animals; the built environment, and many facets of the state's economy, including cattle production, the timber industry, and many aspects of outdoor recreation, including fishing and hunting industries.**

**We/I, the undersigned representative(s) of [please submit your information below], are committed to the identification and control of invasive plants on land under our jurisdiction. We pledge to plan and budget funds and/or human resources for the removal and ongoing management of invasive species in order to reduce the spread and impact of invasive plants and to help native species thrive. We understand that control efforts may take years of work, and are committed to this long-term process.**

**We also pledge to cease planting any species or cultivar of species listed on the MoIP Missouri Invasive Plant Assessment (<https://moinvasives.org/moip-assessment/>) (other than for controlled research purposes), and to incorporate plants native to Missouri when practical.**

**By taking the MoIP Invasive Plant Management Pledge, we signal our resolve to control invasive plants and encourage other entities to follow suit. With many entities taking action to control invasive species on land within their own jurisdictions and by collaborating across property boundaries, together, we can positively influence the**

perpetuation of native ecosystems, native wildlife, economies based on wise land use, and the communities in which we live, for the benefit of all.

Sign the form

## Pledge to Stop the Spread of Invasive Plant Species

by invitation of the Missouri Invasive Plant Task Force (MoIP), a resource of the Missouri Prairie Foundation's Grow Native! program. Upon completion of the form, signers will receive a PDF certificate to fill out and print.

\* Required

Entity (city, organization, campus, private property, etc.) \*

If signing as an individual, please use descriptive text such as, "Jones Family in Jasper County" or "Private property in Cass County,"

Your answer

Please enter approximate acreage

For internal use by MoIP. This will not be shared in connection with your entity.

Your answer

Please enter COUNTY

Your answer

## Thank you to our first 129 pledge-takers!

1. Mizzou Botanic Garden
2. Anonymous
3. Anonymous
4. WolfCreek Nature Reserve, Marthasville
5. Columbia Public Schools Science Department
6. Glorious Gardens, St. Louis
7. Private Property in St. Charles, Stream Team #3062
8. Private Property in Overland Park
9. The College School, Webster Groves
10. Cinderbreeze Vineyard, Ashland
11. Beth Kleekamp, Washington
12. Barrett Family, Camdenton
13. City of Webster Groves
14. Montgomery County, Peveler Family, 66 acres
15. John Mehuys in Boone County
16. Private Property in Kansas City
17. Fry family, rented property in Boone County
18. Combs Family in Boone County
19. St. Louis Community College Horticulture Program
20. Lynn Family, University City
21. Corey Jones
22. Virgen Family in Washington, MO
23. Litzsinger Road Ecology Center
24. Cerutti family in Manchester
25. Mengwasser Estate – St. Louis County
26. Whisperwoods Farm, Maysville, MO
27. Morris family, 4 acres in Fulton MO
28. Schroeder family, Saint Charles County
29. Ostendorf Residence in Cass County
30. CinderBreeze Vineyard/Sendobry Farm, Ashland MO
31. Autry Family
32. Missouri Nature Art
33. East Campus Neighborhood Columbia MO
34. Private farm in Crawford county – 100 acres
35. Private rural property in Wayne County – 200 acres

36. Private property in Lee's Summit MO
37. Anonymous
38. Lost Creek Livestock Farm. Caledonia
39. 1 acre near Springfield Nature Center
40. Residential property in Springfield MO
41. C-Street Flowers
42. Guenther family in urban Springfield
43. Missouri Sierra Club
44. Jason Heberer in Webster Groves
45. Audubon Trails Nature Center, Rolla, Phelps County
46. Shaw Nature Reserve
47. Randolph County, Campbell Family, 21.5 acres
48. Christian County, Kipfer family, 400 acres and Springfield MO yard plantings
49. Fox Hollow Forest, Southern Boone County Missouri
50. Private tiny residential lot in Maplewood
51. Missouri Chapter Walnut Council
52. G.Wahlmann – Kirkwood – 2 acres
53. marion county, 80 acres
54. Lee's Long Branch Ranch
55. Private Property in Jackson County
56. Eolia, Pike County family farm, 500 acres
57. Anonymous
58. Boone and Ray Counties, Porath Family, 350 acres
59. Harbor Lake Homeowners Association
60. Private Property in Taney County, 5 acres
61. City of Kirkwood
62. Sow Wild Natives
63. Kipfer family farm in Christian County – 400 acres
64. Anonymous
65. Anonymous
66. Axelbaum-Schapiro Family, Olivette
67. Deimeke Family, member Walnut Council
68. Platte Land Trust
69. The Westcotts of Winchester in St Louis County – < 1 acre
70. Unincorporated Jackson County, LaPlante Family – 22 acres
71. Williams properties in Clay & Shannon Counties – 97 acres
72. Phelps, Bluebird Gardens – 1 acre

73. Westcott family in Winchester
74. Southern Boone County private property, 20 acres
75. N. W. Region MO Community Forestry Council
76. Northwest Region MCFC
77. College School Webster Groves and LaBarque Campuses
78. Bales family, 100 acres, St. Francois County
79. Robbins Family Residential Lot in Webster Groves
80. Nadia Navarrete and Randy Tindall in Boone County
81. Anonymous
82. Private property in Warren County – 62 acres
83. Thomas Family in Texas Co – 22 acres
84. Anonymous
85. Clough family residence, Manchester
86. private property, St. Louis county – 1 acre
87. Key family in Troy, MO
88. Columbia, Boone County
89. Wild Bird Rehabilitation
90. Augusta
91. Collins family in Texas County – 76 acres
92. Cori & Al Westcott of Ballwin, MO – 1/5 of an acre
93. Private property in Saint Louis – less than 1 acre
94. Chesterfield – 1/2 an acre
95. Southwest Missouri Community Forestry Council
96. Garner/Welsh Farm – 200 acres
97. Down To Earth Services – 4.5 acres
98. Green Thumb Gardens – 1/2-acre
99. TnT Halcomb in Webster County – 5 acres
100. Meyers family private property and surrounding property – 250 acres
101. Dierenfeld-Weyand Family in St. Louis County – 75 acres
102. Boone Electric Cooperative – 6,000 acres
103. Langdon family in Boone County – 12 acres
104. Elmore family in Boone County – 15 acres
105. ODonnell family in Kansas City, Jackson County – 5 acres
106. Bob Byrne and Nanka Castulik property in St. Louis – 1/4-acre
107. Private property in Webster County – 40 acres
108. Cassi Bock Landscaping and Flower Gardens in Cape Girardeau and Bollinger County – 120+ acres

109. Kraus family in Boone County – 1/4-acre
110. Tarwater family in Boone County
111. Beckett family in Boone County – 1 acre
112. Meyr family in Cole County – 1 acre
113. Private property in Webster County – 1 acre
114. Private property in St. Charles City – 1/2-acre
115. Rush residence in St. Charles County – 1/3-acre
116. Schiller family of Greene County – 2/10-acre
117. Private property in Bates County – 31 acres
118. Katie Kantley in Franklin County – 8 acres
119. Private property in Texas County – 20 acres
120. Conrad property in Morgan County – 210 acres
121. Keller family in McDonald County – 40 acres
122. Goeke family in Clay County – 5 acres
123. Private property in Greene County – 1 acre
124. Private lot in Jackson County – 1/2-acre
125. City of Olivette – 210 acres
126. wallflowerdesign, horticultural services firm in Saint Louis –
127. MO-DNR Dr. Edmund A. Babler Memorial State Park – 2,441
128. Private property in Jackson County
129. Cheung property in St. Louis – 1/4-acre

*list updated: October 19, 2020*





## AGENDA ITEM COVER

**MEETING DATE:** July 12, 2021

**AGENDA ITEM TITLE:** Creation of Community Visioning 2040 Task Force

**AGENDA SECTION:** New Business - Resolutions

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

**PREPARED/SUBMITTED BY:** City Manager Gregory Rose

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### BACKGROUND REVIEW:

The visioning process is intended to gain consensus throughout the community on what University City should look like in the year 2040.

This agenda item asks the Mayor and Council to establish a 13-member Task Force to work with staff and the consultant in guiding the community through a visioning process. I propose the Community Visioning 2040 Task Force consist of 13 members who shall be appointed by the Mayor, with the consent of the City Council.

1. Plan Commission
2. Traffic Commission
3. Economic Development Retail Sales Tax Board
4. Park Commission
5. University City Loop Special Business District Advisory Commission
6. Board of Directors of the Public Library Board
7. Commission on Senior Issues
8. Commission on Storm Water Issues
9. Committee for Access and Local Origination Programming
10. Municipal Commission on Arts and Letters
11. Historic Preservation Commission
12. Green Practices Commission
13. Urban Forestry Commission

### RECOMMENDATION:

City Manager recommends approval of the item which would create a 13-member Task Force and that the Mayor appoint the Chair with the consent of the Council.

### ATTACHMENTS:

1. Draft Resolution 2021-11



## **RESOLUTION 2021-12**

### **A RESOLUTION ESTABLISHING THE COMMUNITY VISIONING 2040 TASK FORCE**

**WHEREAS**, the visioning process is intended to gain consensus throughout the community on what University City should look like in the year 2040; and

**WHEREAS**, on June 28, 2021, the Mayor and Council authorized the City Manager to contract with Future i.Q, Inc. to guide the community through a visioning process; and

**WHEREAS**, the process is designed to be citizen-driven visioning program, engaging the community in the planning of University City's future by establishing direction for the next 20 years; and

**WHEREAS**, the community is expecting to be active participants in the establishment of goals and priorities for University City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of University City, Missouri, that:

1. The Community Visioning 2040 Task Force (the Task Force) is hereby created.
2. The Task Force shall consist of 13 members who shall be appointed by the Mayor, with the consent of the City Council.
3. One Task Force member shall be appointed from each of the following: Plan Commission; Traffic Commission; Economic Development Retail Sales Tax Board; Park Commission; University City Loop Special Business District Advisory Commission; Board of Directors of the Public Library Board; Commission on Senior Issues; Commission on Storm Water Issues; Committee for Access and Local Origination Programming; Municipal Commission on Arts and Letters; Historic Preservation Commission; Green Practices Commission; and the Urban Forestry Commission.
4. The Task Force shall work with City staff and the City's consultant to develop a twenty (20) year strategic plan for University City with goals and priorities.
5. The Mayor and Council may appoint a Council liaison to the Task Force.
6. The City Manager shall provide staff and other resources to assist the Task Force in completing its work.
7. The Task Force may elect officers and adopt such rules for its own guidance and proceedings as may be expedient, nit inconsistent with this Resolution and all applicable laws.

8. The Task Force shall comply with all Missouri and City laws on the conduct of public business, including public meetings and records. The City Clerk may assist the Task Force in this regard.
9. The Task Force shall have completed its work upon the Mayor and Council's adoption of a Community Vision 2040 strategic plan.

ADOPTED THIS 12<sup>TH</sup> DAY OF JULY 2021.

By: \_\_\_\_\_  
Terry Crow, Mayor

ATTEST:

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



## AGENDA ITEM COVER

**MEETING DATE:** July 12, 2021

**AGENDA ITEM TITLE:** An Ordinance Amending Municipal Code Section 110.040 Relating to Conflicts of Interest

**AGENDA SECTION:** New Business - Bills

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

**PREPARED/SUBMITTED BY:** City Attorney John F. Mulligan Jr.

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### **BACKGROUND REVIEW:**

According to Missouri statutes on regulation of conflict of interest and lobbying, each political subdivision in Missouri with an annual operating budget in excess of one million dollars (\$1,000,000) must decide by September 15, every two years, whether to conform with the complex, detailed personal financial disclosure requirements in Chapter 105 RSMo, or adopt its own method of disclosing conflicts of interest pursuant to Section 105.485.4 RSMo.

The City Council adopted Ordinance No. 7113 (Municipal Code Section 110.040) on September 9, 2019, thereby adopting its own method of disclosing conflicts of interest pursuant Section 105.485.4 RSMo. There has been no change in State law on the subject since then, so the attached Bill is substantively identical to Ordinance No. 7113. The deadline for adopting the Bill is September 15, 2021. The Bill may be introduced on July 12th and passed on August 9th.

### **RECOMMENDATION:**

City Manager recommends approval.

### **ATTACHMENTS:**

1. Bill No. 9436

INTRODUCED BY:

DATE: July 12, 2021

**BILL NO.: 9436**

**ORDINANCE NO.:**

**AN ORDINANCE AMENDING CHAPTER 110 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO ADMINISTRATION, BY REPEALING SECTION 110.040 THEREOF, RELATING TO DISCLOSURE OF CONFLICTS OF INTEREST, AND ENACTING IN LIEU THEREOF A NEW SECTION TO BE KNOWN AS “SECTION 110.040 DISCLOSURE OF CONFLICTS OF INTEREST.”**

WHEREAS, according to Missouri statutes on regulation of conflict of interest and lobbying, each political subdivision in Missouri with an annual operating budget in excess of one million dollars (\$1,000,000) must decide by September 15, every two years, whether to conform with the complex, detailed personal financial disclosure requirements in Chapter 105 RSMo, or to adopt its own method of disclosing conflicts of interest pursuant to Section 105.485.4 RSMo; and

WHEREAS, the City of University City has an annual operating budget in excess of one million dollars (\$1,000,000) and it is desirable to comply with State law by adoption of the following ordinance.

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

Section 1. Chapter 110 of the University City Municipal Code, relating to Administration, is hereby amended by repealing Section 110.040 thereof, relating to conflicts of interest, and enacting in lieu thereof a new section to be known as “Section 110.040 Disclosure of Conflicts of Interest,” so that said section, as amended, shall read as follows:

**110.040 Disclosure of Conflicts of Interest.**

A. Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

B. Conflicts of Interest. The Mayor or any member of the City Council who has a substantial personal or private interest as defined by Sections 105.450 (11, 12) and 105.461.1 RSMo, in any measure, bill, order or ordinance proposed or pending before the City Council, shall, before he or she passes on the measure, bill, order or ordinance, file a written report of the nature of the interest with the City Clerk and such statement shall be recorded in the record of proceedings of the City Council.

C. Disclosure Reports.

1. Each elected official, candidate for elective office, the City Manager, the Chief Purchasing Officer and the City Attorney (if employed full time) shall disclose in writing the following described transactions, if any such transactions were engaged in during the calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars (\$500), if any, that such person had with the City, other than compensation received as an employee or payment of any tax, fee or penalty due to the City, and other than transfers for no consideration to the City; and
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars (\$500), if any, that any business entity in which such person had a substantial interest, had with the City, other than payment of any tax, fee or penalty due to the City or transactions involving payment for providing utility service to the City, and other than transfers for no consideration to the City.
- c. The City Manager and the Chief Purchasing Officer shall disclose in writing the following information:
  - (1) The name and address of each of the employers of such person from whom income of one thousand dollars (\$1,000) or more was received during the year covered by the statement;
  - (2) The name and address of each sole proprietorship which he or she owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he or she was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partners' units; and the name of any publicly traded corporation or limited partnership which is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests; and
  - (3) The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

D. Filing of Reports. Duplicate disclosure reports made pursuant to this ordinance; in the format approved by the Missouri Ethics Commission, shall be filed with the City Clerk and the Missouri Ethics Commission. The City Clerk shall maintain such disclosure reports available for public inspection and copying during normal business hours.

E. When Filed. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

1. Each candidate for elective office who is required to file a personal financial disclosure statement shall file the financial interest statement no later than fourteen days after the close of the filing at which the candidate seeks nomination or election, and the statement shall be for the twelve months prior to the closing date;

2. Each person appointed to office shall file the statement within thirty days of such appointment or employment;

3. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

Section 2. Filing of Ordinance. The City Clerk is directed to send a certified copy of this ordinance to the Missouri Ethics Commission within ten days of its adoption.

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

PASSED this 9<sup>th</sup> day of August, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CERTIFIED TO BE CORRECT AS TO FORM:

\_\_\_\_\_  
City Attorney





## Council Agenda Item Cover

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**MEETING DATE:** July 12, 2021

**AGENDA ITEM TITLE:** Canton Avenue Improvements Project Phase II  
Federal-aid Project No. STP-5402(619)

**AGENDA SECTION:** New Business - Bills

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

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

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### **BACKGROUND:**

The City of University City applied for federal funds to improve Canton Avenue, from Pennsylvania Avenue to Midland Boulevard, which includes Americans with Disabilities Act-compliance improvements, sidewalks, and pavement resurfacing. The grant was later awarded to University City.

The Missouri Department of Transportation requires that the City execute the attached "Missouri Highways and Transportation Commission STP-Urban Program Agreement" between The Federal Highway Administration, Department of Transportation and the City of University City.

The total grant project budget is \$ 1,456,547.00. The federal share will be 72% of the cost of the project, not to exceed \$ 1,048,714.00. The University City's local share will be the remaining cost equivalent to 28% or \$407,833.00.

### **RECOMMENDATION:**

City Manager recommends executing the grant program agreement and approval of the enabling ordinance.

### **ATTACHMENTS:**

- Missouri Highways and Transportation Commission STP-Urban Program Agreement
- City's applicable enabling Ordinance No. 9437

CCO Form: FS11  
Approved: 07/96 (KMH)  
Revised: 03/17 (MWH)  
Modified:

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: STP-5402(619)  
Award Year: 2022  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of University City, St. Louis County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-5402(619) involves:

Resurface, upgrade sidewalks and curb and gutter

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-5402(619) by the Commission is within the city limits of University City, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Canton Avenue from Midland Boulevard to Pennsylvania Avenue

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All

obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States

Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$1,048,714. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs

associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-5402(619) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice

shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's St. Louis District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:  
6801 Delmar Boulevard  
University City, MO 63130

(B) To the Commission:  
1590 Woodlake Drive  
Chesterfield, MO 63017

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.



(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the

City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on \_\_\_\_\_(DATE).

Executed by the Commission on \_\_\_\_\_(DATE).

MISSOURI HIGHWAYS AND  
CITYTRANSPORTATION COMMISSION

CITY OF UNIVERSITY

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

Secretary to the Commission

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

By \_\_\_\_\_

Commission Counsel

Title \_\_\_\_\_

Ordinance No:\_\_\_\_\_

# Exhibit A - Location of Project

## Location Map Canton Avenue - Midland Boulevard to Pennsylvania Avenue City of University City & City of Pagedale



## Exhibit B – Project Schedule

Project Description: STP-5402(619) Canton Avenue

<b>PROJECT DEVELOPMENT SCHEDULE</b>			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2020	10/2020	1
Execute agreement (project sponsor and DOT)	11/2020	01/2021	3
<b>Engineering services contract submitted and approved*</b>	09/2021	10/2021	2
Obtain environmental clearances (106, CE2, T&E, etc.)	10/2021	03/2023	18
Public meeting/hearing	03/2022	03/2022	1
Develop and submit preliminary plans	10/2021	03/2022	6
Preliminary plans approved	04/2022	05/2022	2
Develop and submit right-of-way plans	06/2022	07/2022	2
Review and approval of right-of-way plans	08/2022	09/2022	2
<b>Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*</b>	09/2022	10/2022	2
Right-of-way acquisition	10/2022	03/2023	6
Utility coordination	10/2021	03/2023	18
Develop and submit PS&E	12/2022	03/2023	4
<b>District approval of PS&amp;E/advertise for bids*</b>	04/2023	10/2023	7
Submit and receive bids for review and approval	11/2023	12/2023	2
Project implementation/construction	01/2024	06/2024	6
* Finish date must match fiscal year for each milestone shown in <b>bold</b> text.			

\*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

## Exhibit C - Required Contract Provisions

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor



will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CFDA Number: 20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: STP-5402(619)  
Award Year: 2022  
Federal Agency: Federal Highway Administration, Department of Transportation

CITY OF UNIVERSITY CITY

ORDINANCE NO. \_\_\_\_\_

BILL NO. 9437

An Ordinance to authorize the City Manager to execute a contract between the City of University City and the Missouri Highway and Transportation Commission providing for the *Canton Ave Improvement Project*.

Be it ordained by the City Council of University City as follows:

Section 1. That the City Manager is hereby authorized to execute on behalf of the City of University City a contract with the Missouri Highway and Transportation Commission providing for the *Canton Ave Improvement Project Phase II*.

Section 2. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after the date of its passage and approval. Read three times, passed and approved on the day of \_\_\_\_\_, 20 \_\_\_\_\_.

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



## Council Agenda Item Cover

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**MEETING DATE:** July 12, 2021

**AGENDA ITEM TITLE:** Major Subdivision – Final Plat – Consolidate Two Lots into One Lot

**AGENDA SECTION:** New Business - Bills

**CAN THIS ITEM BE RESCHEDULED?** Yes

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

**BACKGROUND REVIEW:**

The Plan Commission recommended approval of the proposed Major Subdivision Final Plat (8400 Delmar Boulevard) at its June 23, 2021 meeting. This agenda item requires the passage of an ordinance and introduction of the bill is being proposed at the July 12, 2021 meeting. The second and third readings along with the passage of the ordinance could occur at the August 9, 2021 meeting.

**Attachments:**

- 1: Transmittal Letter from Plan Commission
- 2: Staff Report
3. Draft Ordinance 9438 and Plat

**RECOMMENDATION:** City Manager recommends approval



**Plan Commission**

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

June 23, 2021

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

RE: Final Plat Approval – (PC 21-10)

Dear Ms. Reese,

At a regularly scheduled meeting on June 23, 2021 at 6:30 pm via videoconference, the Plan Commission considered the application of ALPS Acquisition LLC for Final Plat Approval of a proposed major subdivision for the proposed "8400 Delmar Boulevard" plat that is associated with the proposed Delcrest Plaza Development.

By a vote of 4 to 0, the Plan Commission recommended approval of said major subdivision of "8400 Delmar Boulevard".

Sincerely,

A handwritten signature in blue ink, appearing to read "Margaret Holly", with a large, stylized flourish at the end.

Margaret Holly, Chairperson  
University City Plan Commission



**Department of Community Development**

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

**STAFF REPORT**

**(City Council)**

MEETING DATE: July 12, 2021

FILE NUMBER: PC 21-10

COUNCIL DISTRICT: 1

Applicant: ALPS Acquisition LLC

Location: 8400 Delmar Boulevard (Delcrest Plaza)

Request: 1) Major Subdivision – Lot Consolidation

Existing Zoning: PD-M Planned Development Mixed Use District

Proposed Zoning: NA

Existing Land Use: Vacant

Proposed Land Use: Multi-Family, Commercial

**Surrounding Zoning and Land Use**

North:	GC-General Commercial	Commercial
	MR – Medium Density Residential	Multi-Family Residential
East:	GC-General Commercial	Commercial, Walgreens
South:	PD-Planned Development Mixed Use	Residential/Commercial, (Crown)
West:	GC-Industrial Commercial District	P-ROW/170

**COMPREHENSIVE PLAN CONFORMANCE**

Yes     No     No reference

**PLAN COMMISSION RECOMMENDATION**

Approval     Approval with Conditions     Denial

**ATTACHMENTS**

A. Plat

## **Existing Property**

St. Louis County Locator ID: 18K430172 The subject property is approximately 2.19 acres and is currently houses an older office building and a small commercial building. It is located at the southwest corner of Delmar Boulevard and Delcrest Drive.

## **Applicant's Request**

The applicant is seeking a major subdivision to consolidate the two existing lots into one 2.19-acre tract to accommodate the proposed Delcrest Plaza Development.

## **Process – Required City Approvals**

### Staff Review.

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

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

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

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

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

#### Staff Review.

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

No comments were received from other City Departments. Community Development Department comments are included in this report.

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

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

#### **Analysis**

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

#### **Conclusion/Recommendation**

The proposal meets the intent of all Zoning Code and Subdivision Regulation requirements for a Final Plat. Thus, staff recommended approval of the proposed Major Subdivision contingent upon waiving the Preliminary Plat requirements. The Plan Commission reviewed and recommended approval of the Final Plat based upon staff's recommendation.

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

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

BILL NO. 9438.

ORDINANCE NO.

**AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS “8400 DELMAR BOULEVARD”**

**WHEREAS**, an application was submitted by ALPS Acquisition LLC, on May 14, 2021 for the approval of a final subdivision plat of a tract of land to be known as 8400 Delmar Boulevard; and

**WHEREAS**, at its meeting on June 23, 2021, the City Plan Commission reviewed the final plat for the major subdivision and determined that the final plat is in substantial compliance with the requirements of the University City Municipal Code and recommended to the City Council approval of the final plat; and

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

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

Section 1. Attached, marked “Exhibit A”, and made a part hereof is a final subdivision plat of a tract of land to be known as “8400 Delmar Boulevard”: All of Lots 11 and 12 of Delcrest, A subdivision according to the plat thereof recorded in plat book 45 page 46 of the St. Louis County records.

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

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

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



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

\_\_\_\_\_  
MAYOR

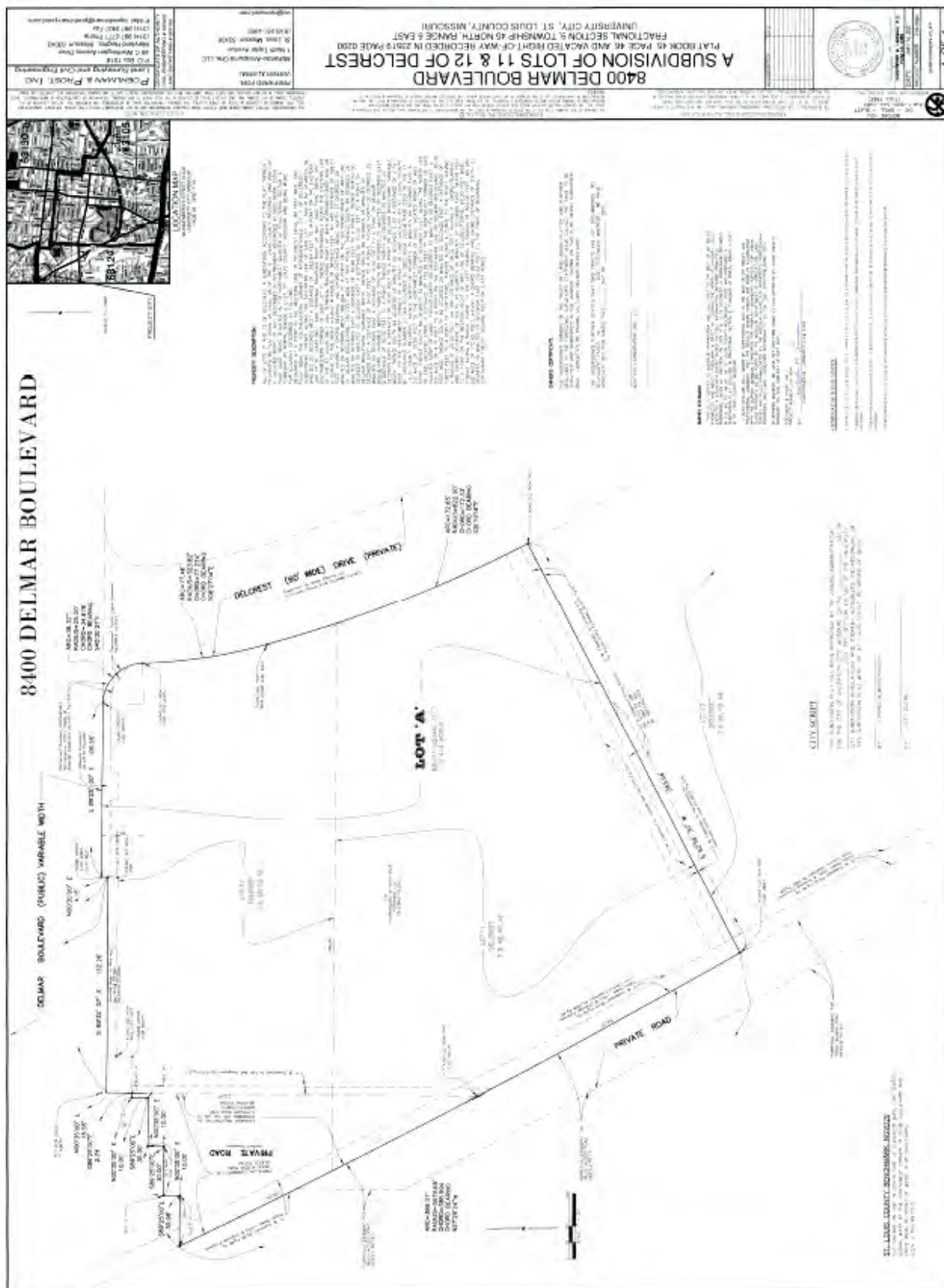
ATTEST:

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

CERTIFIED TO BE CORRECT AS TO FORM:

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

**"EXHIBIT A"**





## Council Agenda Item Cover

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**MEETING DATE:** July 12, 2021

**AGENDA ITEM TITLE:** Final Plan Approval – Adoption of an Ordinance to approve the Final Plan Concept for the proposed 8400 Delmar (Delcrest Plaza)

**AGENDA SECTION:** New Business - Bills

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

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

### **BACKGROUND REVIEW:**

The Plan Commission recommended approval of the proposed Preliminary Plan concept at their December 3, 2020 meeting by a unanimous 7-0 vote. They further approved the Final Plan at their June 23, 2021 meeting by a 5-0 vote. This agenda item requires consideration of an ordinance approving the final plan concept at City Council. The first reading and introduction of the bill should take place on July 12, 2021. The second and third readings, along with the passage of the ordinance, is expected to occur at the subsequent August 9, 2021 meeting.

### **RECOMMENDATION:**

City Manager concurs with the Planning Commission's recommendation.

### **Attachments:**

- 1: Transmittal Letter from Plan Commission
- 2: Staff Report
- 2: Ordinance No. 9439 & Final Plan



**Plan Commission**

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

June 23, 2021

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

RE: Final Plan Approval – 8400 Delmar – Delcrest Plaza (PC 21-11)

Dear Ms. Reese,

At a scheduled meeting on June 23, 2021 at 6:30 pm via videoconference, the Plan Commission considered an application by ALPS Acquisition LLC to approve an ordinance for “Final Plan” approval of the proposed 8400 Delmar (Delcrest Plaza) development.

By a vote of 5 to 0, the Plan Commission recommended approval of said ordinance to approve ALPS Acquisition LLC’s “Final Plan” for the proposed 8400 Delmar (Delcrest Plaza) development subject to the following conditions:

- 1) Complete a Final Plat Prior to Approval
- 2) Provide a Construction and Staging schedule to staff as part of the administrative review and approval process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Margaret Holly".

Margaret Holly, Chairperson  
University City Plan Commission



**Department of Community Development**

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

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

MEETING DATE: July 12, 2021

FILE NUMBER: PC 21-11

COUNCIL DISTRICT: 1

Applicant: ALPS Acquisition LLC

Location: 8400 Delmar Boulevard (Delcrest Plaza)

Request: 1) Final Development Plan approval

Existing Zoning: PD-M Planned Development Mixed Use District

Proposed Zoning: NA

Existing Land Use: Vacant

Proposed Land Use: Multi-Family, Commercial

**Surrounding Zoning and Land Use**

North:	GC-General Commercial	Commercial
	MR – Medium Density Residential	Multi-Family Residential
East:	GC-General Commercial	Commercial, Walgreens
South:	PD-Planned Development Mixed Use	Residential/Commercial, (Crown)
West:	GC-Industrial Commercial District	P-ROW/170

**COMPREHENSIVE PLAN CONFORMANCE**

Yes     No     No reference

**PLAN COMMISSION RECOMMENDATION**

Approval     Approval with Conditions     Denial

**ATTACHMENTS**

A. Final Development Plan

## **Existing Property**

St. Louis County Locator ID: 18K430172 The subject property is approximately 2.19 acres and is currently houses an older office building and a small commercial building. It is located at the southwest corner of Delmar Boulevard and Delcrest Drive.

## **Background**

The Plan Commission considered the original Map Amendment and Preliminary Plan request during their October 23, 2019, January 23, 2020, May 27, 2020, September 23, 2020 and December 3, 2020 meetings. City Council approved the map amendment and preliminary plan during their January 11, 2021 meeting. The Plan Commission recommended approval of the Final Plan, subject to conditions, at their June 23, 2021 meeting.

## **Applicant's Request**

The applicant is requesting that the final plan be approved to allow for the applicant to move forward with the appropriate permits. The applicant is proposing to move forward with the construction of the 252-unit apartment complex, a 5 story 380 stall parking garage and a Bistro / Restaurant Area.

## **Surrounding Zoning and Land Use**

The subject property is located at the southwest corner of Delmar Boulevard and Delcrest Drive. The properties surrounding the development consist of a mix of commercial, office and residential uses. Specifically, to the east there is an existing commercial use (Walgreens), to the south there is a mixed-use development (Crown Center) and to the north a multi-tenant commercial development containing restaurants, salons, etc. Future Land Use (FLU) Designations, per Map 23 of the 2005 Comprehensive Plan, identify the subject property as having a Mixed-Use/Transit Oriented Development designation. The properties to the north, south and west have the same FLU and the Walgreens property has a Commercial FLU. In addition, to the north east of the subject property there is also an identified Multi-Family FLU.

## **Analysis**

### **Zoning**

Article 14, Section 400.3180 of the Zoning Code requires that the Plan Commission review a request for a map amendment and forward its recommendation to City Council. A public hearing will be conducted at the City Council level.

The purpose of "PD" Planned Development Districts, as set forth in Section 400.720, of the Zoning Code, is "to provide a means of achieving greater flexibility in development of land in a manner not always possible in conventional zoning districts; to encourage a more imaginative and innovative design of projects; to promote a more desirable community environment; and to retain maximum control over both the design and future operation of the development." The Code further states, "The city council, upon review by the plan commission, may, by an ordinance adopted in the same manner as a rezoning is approved, authorize a planned development district when the proposed

development or use of a specific tract of land or area warrants greater flexibility, control and density than is afforded under the general regulations of standard zoning districts.”

The relationship of planned development districts to the zoning map is set forth in Section 400.730 of the Zoning Code, which states in paragraph 1, “The "PD" designation, as detailed in this section, is a separate use district and may be attached to a parcel of land through the process of rezoning and zoning map amendment.” However, in addition to the rezoning of a parcel of land, development plan approval is required. Section 400.730, paragraph 2 states, “It is the intent of this chapter that no development or redevelopment of the property encompassed by the "PD" designation take place until an acceptable development plan has been reviewed and approved in conformance with the requirements of this section, Article 14, “Amendments,” of this chapter and applicable sections of Chapter 405, “Subdivision and Land Development Regulations,” of the University City Municipal Code.

### Uses

The proposed residential use can be accommodated under the proposed PD-M District Zoning. In staff’s opinion, a mixed-use development containing residential and commercial uses is more appropriate for this site. It is located at the signalized intersection of two major streets. Additional residents on the site will result in additional patronage for the surrounding commercial uses. The proposed residential use would also be compatible with the surrounding uses which include commercial and residential uses.

Section 400.760 of the Zoning Code establishes the permitted uses within a “PD-M” District. The specific permitted land uses shall be established in the resolution adopted by the City Council governing the particular PD-M District. Specific uses may include those uses designated as permitted, accessory, or conditional uses in any of the residential districts. The proposed use complies with those set forth in the Zoning Code.

### Minimum Site Size

The minimum site size for developments in any planned development district is one (1) acre. The Code states that the minimum site size may be waived by the City Council upon report by the Plan Commission; if it is determined that the uses proposed is desirable or necessary in relationship to the surrounding neighborhood; or, if the city council should determine such waiver to be in the general public interest. The subject site is situated in close proximity to other commercial uses and medium to high density multi-family dwellings to the east, south, northwest, and west. Thus, the proposal would be compatible with the existing pattern of development and existing surrounding uses. Also, the proposed development could be an impetus for further redevelopment of properties centering this intersection into a node for this neighborhood. There is no need for a waiver based upon the site containing more than one (1) acre.

### Density and Dimensional Regulations

Density and dimensional regulations for PD-M Planned Development-Residential Use District developments are set forth in Section 400.780 of the Zoning Code and are to incorporate the regulations set forth in the subsection dealing specifically with “PD-R” and PD-C developments. Any discrepancies between the two sets of regulations and resolutions thereof shall be set forth in the map amendment ordinance and/or the resolution approving the development plan. Section 400.780 of the Zoning Code also states that the approval of a development plan may provide for exceptions from the

regulations associated with traditional zoning districts as may be necessary to achieve the objectives of the proposed planned development.

Density under the “PD-R” regulations in Section 400.780 states that the density may be limited to that which is established in the original residential district or which is consistent with nearby existing developed areas. Density is not addressed in the “PD-C” regulations. The density, in accordance with section 400.780, for the PD-R only district is approximately 123 units per acre (500 average unit basis) or 104 units per acre if based upon the HRO concept. The total projected density standards for Elevator Apartment Buildings, per Section 400.1140, Subsection B, is approximately 104 units per acre. The development to the south is approximately 87 units per acre based upon the HRO concept and 102 based upon a standalone PD-R calculation.

Floor Area Ratio is not addressed in the “PD” Section of the Zoning Code. The HRO – High Density Residential Office District allows for elevator apartment developments with a Floor Area Ratio of up to 2.0 when developed on a lot of at least one acre in area. The FAR Range ratio for the proposed development is approximately 2.1.

#### Building Setbacks and Buffers

Required building setbacks or buffers shall be as specifically established in the governing ordinances and resolutions for PD-M Developments on a case by case basis. A perimeter buffer of fifty (50) feet is required when a PD-C or a PD-I development abuts a residential district. It is noted that the subject property does not abut any residential district. Where a PD-R development abuts a commercial or industrial use or district, a thirty (30) – foot wide buffer is required with landscaping and screening.

If the applicable setback was contingent upon the current underlying General Commercial (GC) district then the setbacks would be based upon Chapter 400, Article IV, Division 8, Section 400.580, Subsection B of the zoning code. Therefore, if applicable, the required front and side yard setbacks would be 15 feet from the applicable right-of-way (ROW) lines assuming there are no parking areas located between the ROW and principal building. Additionally, the rear property line setback would be a minimum of 5 feet based upon the non-residential Planned Development Mixed-Use district located to the south of property. If this development was considered as a standalone “Elevator Apartment Building” the required setbacks from the street right-of-way would be 30 feet and 25 feet from all other adjacent properties.

#### Building Height

The proposed building is 5 stories above grade and approximately 75 feet in height. It is noted that there is no maximum building height established for elevator apartment buildings. Being located at the intersection of two major roads, the subject site is an ideal node for dense development. The neighborhoods to the south and east are predominately four-story apartment buildings.

#### Landscaping/Screening

Landscaping is proposed along all boundaries of the subject property. Staff will require an acceptable detailed landscape plan during the land disturbance review process. Based upon the layout staff has not identified the need for additional screening.



### Vehicular Access/Circulation

Vehicular access to the parking garage serving the development is provided a grade level access point. All parking will be located within the development. As previously identified, the parking garage access drive will be off of Delcrest Drive.

### Sidewalks

At the location of the proposed development, it is staff's opinion that promoting a pedestrian-friendly and walkable environment is of the utmost importance. The proposed development is at a signalized intersection of two major roads. The development is within close proximity to the Centennial Greenway Trail and the site is well-served by mass transit routes.

### Parking

Under the PD – Planned Development District regulations, relief from conventional zoning standards may be provided when the proposed development warrants greater flexibility than afforded under the general regulations. The plan shows a total of 380 off-street parking spaces. Previous ratios were reviewed by the Traffic Commission as part of the previous mixed-use concept and recommended for approval. Per the current ordinance the required parking would be 422 spaces. However, the project area is located within 500 feet of a transit stop and eligible for a 10% exception. Based upon that exception the total required parking required would be 380 spaces. Assuming a 750 square foot Bistro option, the proposed parking would be in compliance with the parking regulations.

### Building Design

No set building design is required per the current code, but the applicant has proposed an architectural design that can be locked in as part of the approval. The proposal is a proposed prescriptive “Form Based Code” concept.

### Sustainability

Additional sustainability measures should be incorporated into the proposed development for environmental considerations and to compensate for the 86.5% of site coverage proposed for the development. If the project was developed via the site plan process for a standalone “Elevator Apartment Building” the required maximum site coverage could not exceed 65% of the total site area.

### Comprehensive Plan

Although it is not as strong as a mixed-use proposal as the prior proposal, It is staff's opinion that the proposed mixed-use development, as shown on the Preliminary Development Plan submitted, is consistent with the goals and objectives of the University City Comprehensive Plan Update of 2005. Applicable sections from the Plan Update that support this opinion are included below:

In Chapter 3 of the Comprehensive Plan Update of 2005, under Housing, as an implementation action it states, *“Encourage new housing development that is mixed-use and supports pedestrian oriented activities. Encourage planned housing developments to integrate different types, densities and income levels.”* It goes on further to state, *“Ensure flexibility in land use regulations so that a variety of developments are more feasible. Ensure that the Zoning Code permits mixed-use activities and amenities. For example, review the parking requirements and investigate the possibility of parking*

*credits if located near commercial or employment activities, on-street parking, or transit stations (such as the proposed MetroLink stations); review design elements to ensure flexible development standards for creating various positive attributes of mixed use housing such as open spaces; allow flexibility in lot sizes; review the possibility of allowing additional non-residential uses in planned residential developments.”*

Also, in Chapter 3, of the Comprehensive Plan Update of 2005, under Land Use and Redevelopment, as a general policy it 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.”*

### **Plan Commission Recommendation**

Based on the preceding considerations, the Plan Commission recommended approval of the Final Development Plan based upon its consistency with the previously approved Preliminary Plan subject to the following;

- A Final Plat Lot Consolidation is completed prior to Final Plan approval.
- A construction and staging schedule be provided to staff.

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

DATE: July 12, 2021

BILL NO. 9439

ORDINANCE NO.

**AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR THE PROPOSED 8400 DELMAR DEVELOPMENT LOCATED AT 8400 DELMAR BOULEVARD**

**WHEREAS**, the Preliminary Development Plan was approved by the City Council of University City on January 11, 2021 for a mixed-use development project known as “8400 Delmar” (Delcrest Plaza) in a Planned Development – Mixed Use (PD-M) District in the City of University City, authorizing the submittal of a Final Development Plan; and

**WHEREAS**, on May 6, 2021, the Final Development Plan for said development, on behalf of ALPS Acquisition LLC, was submitted for review and approval of a Final Development Plan in the proposed Planned Development – Mixed Use (PD-M) Use Zoning District for the proposed development of the 8400 Delmar site; and

**WHEREAS**, the review and approval of a Final Development Plan shall be in accordance with Section 400.870 “Final Development Plan Procedure” and Section 405.380 “Final Plat Submittal Requirements” of the University City Municipal Code with the adoption of an ordinance by City Council; and

**WHEREAS**, at its meeting on June 23, 2021, the University City Plan Commission considered and recommended to the City Council of University City approval of the Final Development Plan subject to a lot consolidation being completed prior to City Council action; and

**WHEREAS**, additionally, at its meeting on June 23, 2021, the University City Plan Commission further recommended to the City Council of University City approval of the Final Development Plan subject to the developer providing a construction and staging schedule to staff as part of the administrative review process; and

**WHEREAS**, the Final Development Plan, including all required documents and information submitted therewith, is before the City Council for its consideration.

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

Section 1. Attached, marked “Exhibit A” and made a part hereof is a Final Development Plan submitted for the “8400 Delmar” development.

Section 2. It is hereby found and determined that the Final Development Plan is in full compliance with said Section 400.870 of the University City Municipal Code.

Section 3. The City Clerk is hereby directed to endorse, upon the Final Development Plan, the Final Plan approval of the City Council under the hand of the City Clerk and the seal of University City.

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

CERTIFIED TO BE CORRECT AS TO FORM:

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

Presented by:  
VE Design Group

# MIXED USE DEVELOPMENT 8400 Delmar - University City, MO



# PROJECT PROGRAMMING

8400 DELMAR

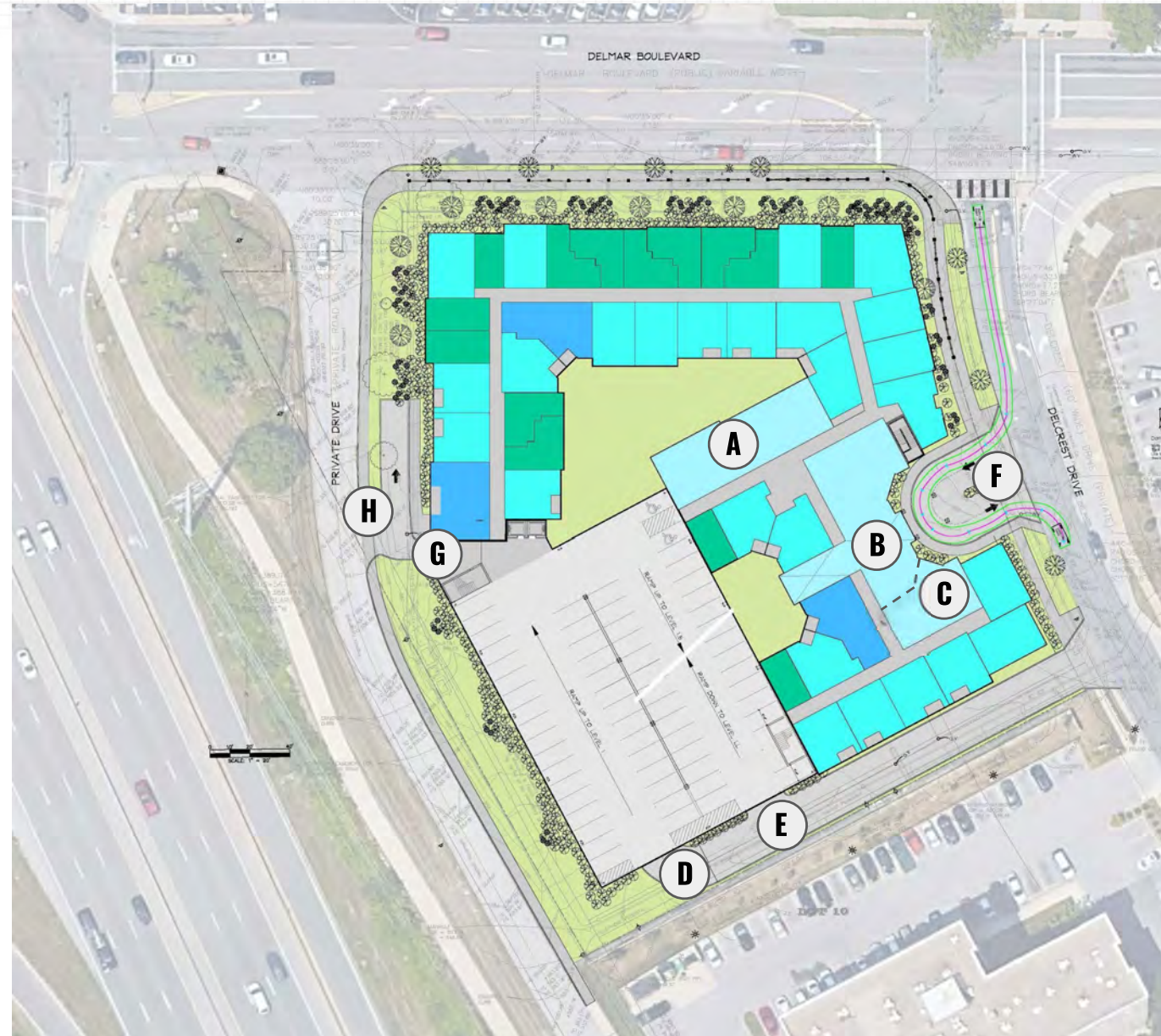
<b>Apartment Summary</b>				
(5) STORIES	UNITS	MIX	AVG SF	SF
STUDIO	39	15.5%	477	18,607
STUDIO - ALCOVE	36	14.3%	576	20,745
1 BEDROOM	147	58.3%	693	101,881
2 BEDROOM	30	11.9%	1,040	31,193
TOTAL UNITS	252			172,426
DECKS/PATIOS			3.2%	7,243
COMMON AREA			14.0%	31,119
AMENITY			3.6%	8,062
BISTRO (FRONT OF HOUSE)			0.3%	750
STORAGE			1.5%	3,307
TOTAL (APARTMENT BUILDING)				222,906

<b>Garage</b>				
(7) LEVEL PARKING GARAGE	PARKING SPACES	GARAGE SF	ROOF TOP SF	TOTAL SF
LOWER LEVEL 2	34	19,808		19,808
LOWER LEVEL 1	59	19,808	-	19,808
LEVEL 1	59	19,808	-	19,808
LEVEL 2	59	19,808	-	19,808
LEVEL 3	59	19,808		19,808
LEVEL 4	59	19,808		19,808
LEVEL 5	51	19,808		19,808
LEVEL 6 (Rooftop)	-		19,808	19,808
TOTAL PARKING	380	138,656	19,808	158,464

# SITE LAYOUT

8400 DELMAR

- A - Tenant Amenity Space
- B - Apartment Entrance
- C - Bistro
- D - Garage Entrance
- E - Garage Exit
- F - Circle Drive
- G - Trash Room
- H - Loading Zone (controlled access)







# RENDERING FROM NORTHEAST

8400 DELMAR



# EAST ELEVATION

8400 DELMAR



STERLING GRAY  
ALLURA PANEL

KNIGHTS ARMOR  
ALLURA PANEL

SNOW  
ALLURA PANEL

MANGANESE  
BLACK MORTAR

\*METAL PANEL  
MAY BE  
SUBSTITUTED  
FOR ALLURA  
PANEL

# NORTH ELEVATION

8400 DELMAR



# WEST ELEVATION

8400 DELMAR



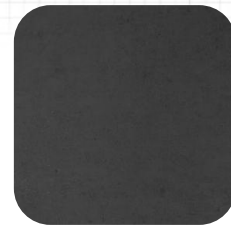
STERLING GRAY  
ALLURA PANEL



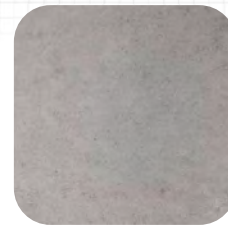
KNIGHTS ARMOR  
ALLURA PANEL



SNOW  
ALLURA PANEL



DARK CONCRETE



LIGHT CONCRETE



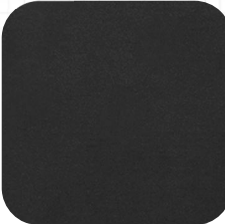
\*METAL PANEL  
MAY BE  
SUBSTITUTED  
FOR ALLURA  
PANEL

# SOUTH ELEVATION

8400 DELMAR



CONCRETE



STUCCO BAND  
BLACK



SNOW  
ALLURA PANEL



KNIGHT'S ARMOR  
ALURA PANEL



STERLING GREY  
ALLURA PANEL



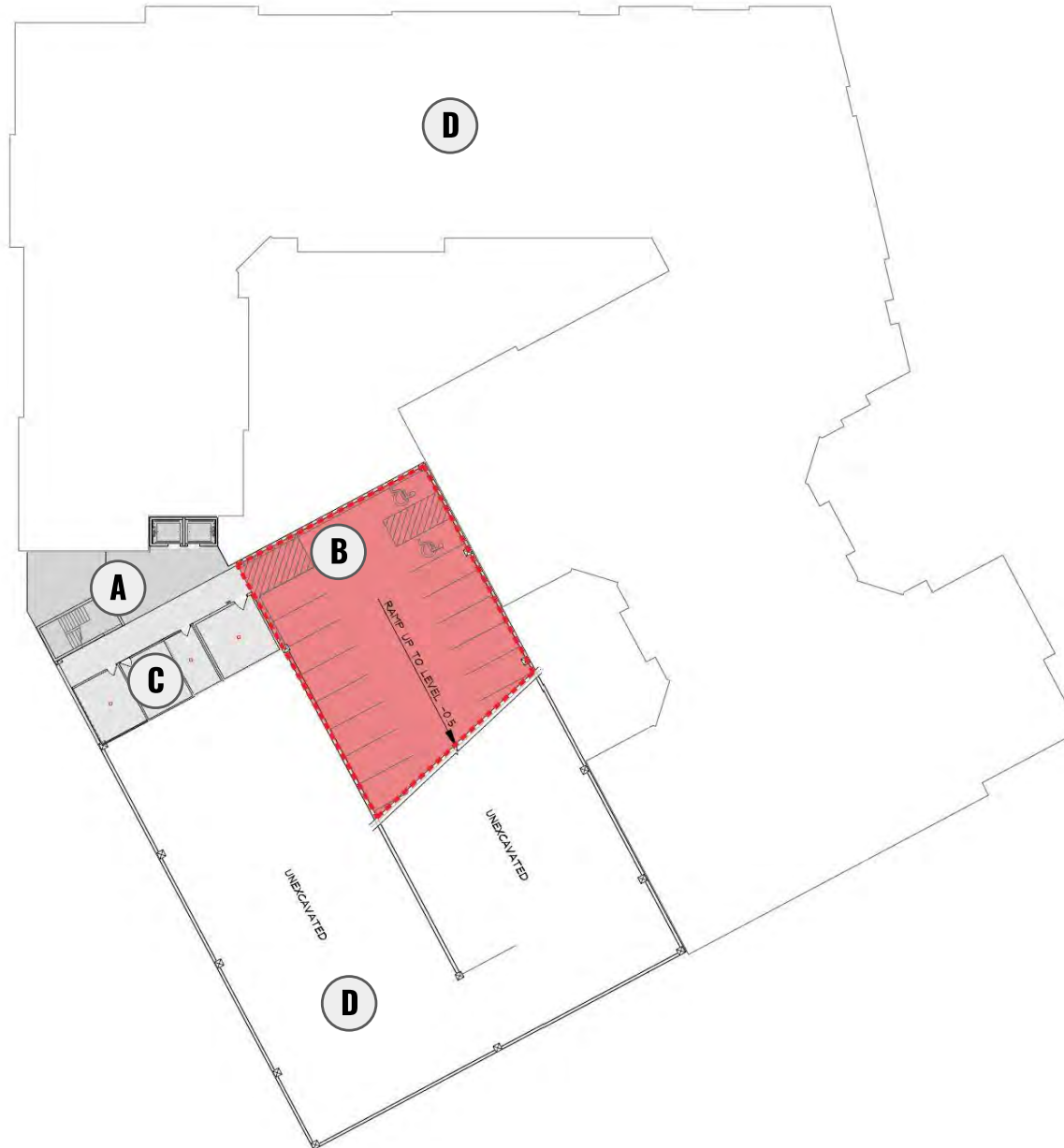
\*METAL PANEL  
MAY BE  
SUBSTITUTED  
FOR ALLURA  
PANEL

# FLOOR PLAN - LOWER LEVEL 2

8400 DELMAR




-  -Studio Unit
  -  -1 Bedroom Unit
  -  -2 Bedroom Unit
- 
-  - Secure Parking
  -  - Unsecure Parking

- A - Lower Level Apartment Entrance
- B - Garage Parking
- C - Mechanical, Maintenance, Trash
- D - Unexcavated

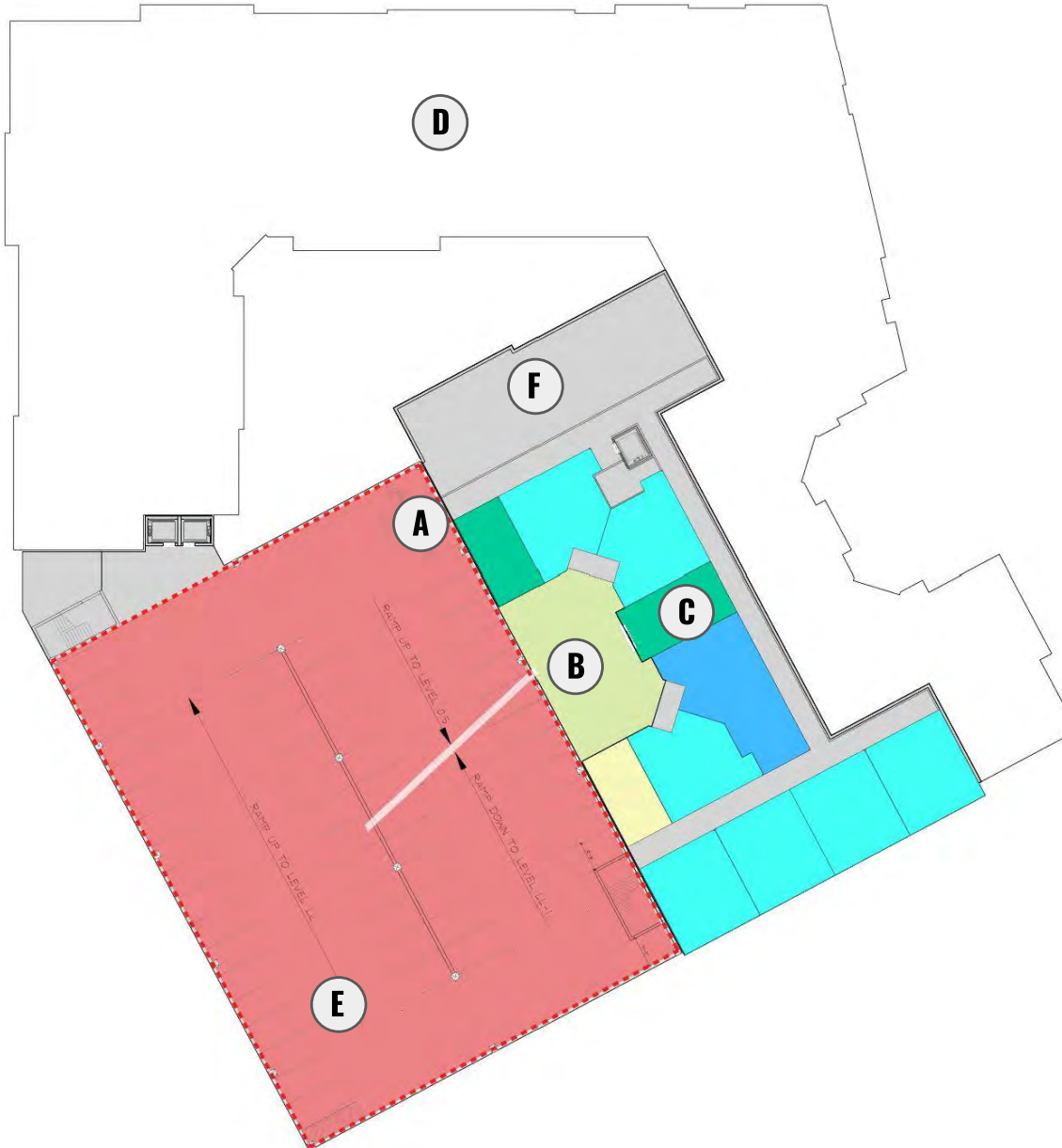


# FLOOR PLAN - LOWER LEVEL 1

8400 DELMAR

-  -Studio Unit
-  -1 Bedroom Unit
-  -2 Bedroom Unit

-  - Secure Parking
-  - Unsecure Parking



- A - Lower Level Apartment Entrance
- B - Lower Level Courtyard
- C - Lower Level Apartments
- D - Unexcavated
- E - Garage Parking
- F - Bicycle and Tenant Storage

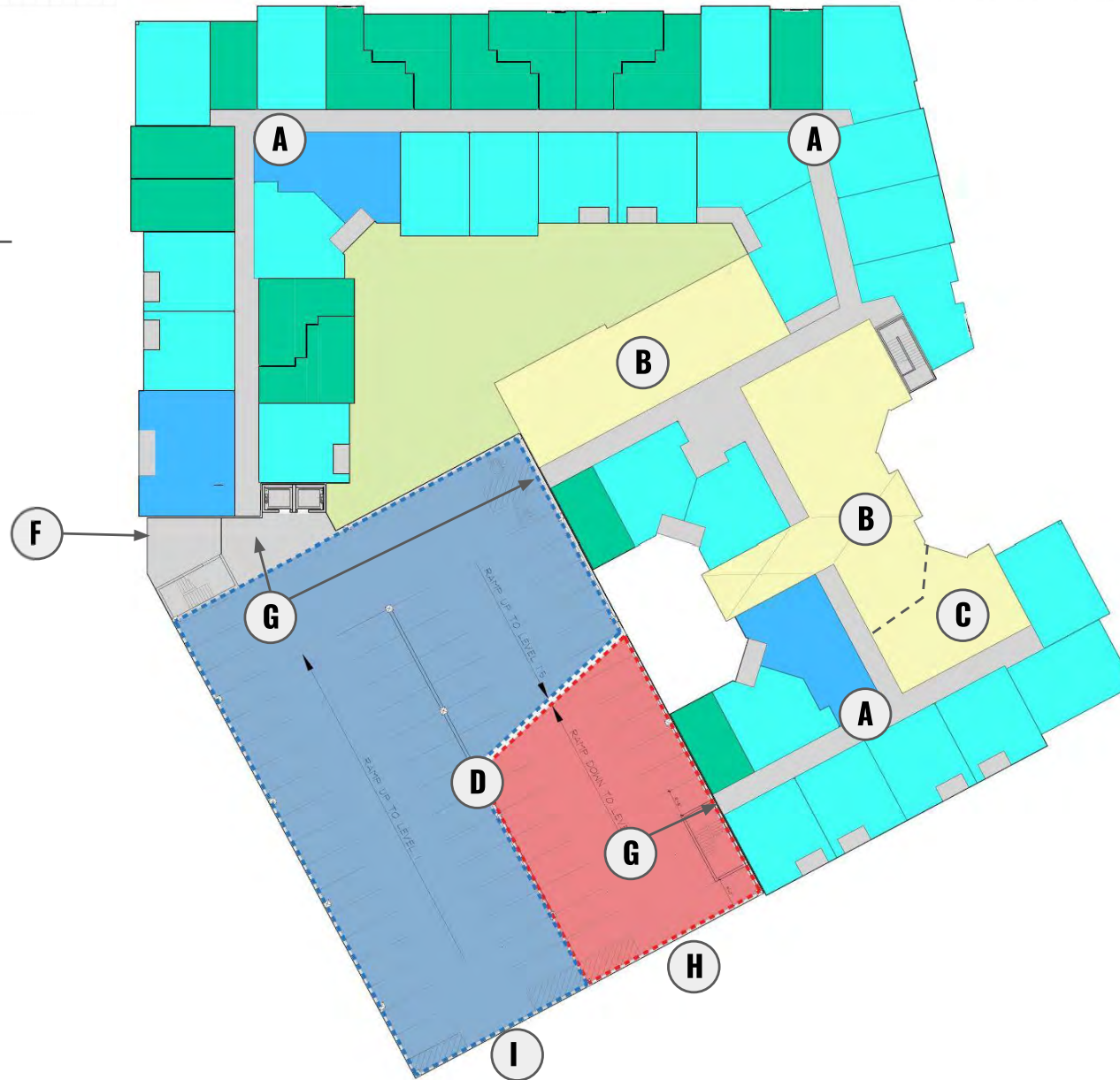
# FLOOR PLAN - LEVEL 1

8400 DELMAR

- Studio Unit
- 1 Bedroom Unit
- 2 Bedroom Unit

- Secure Parking
- Unsecure Parking

- A - Apartments
- B - Apartment Amenities
- C - Bistro
- D - Parking Garage
- E - Not used
- F - Trash Room
- G - Apartment Connection to Garage
- H - Unsecured Parking Entrance
- I - Secured Parking Entrance

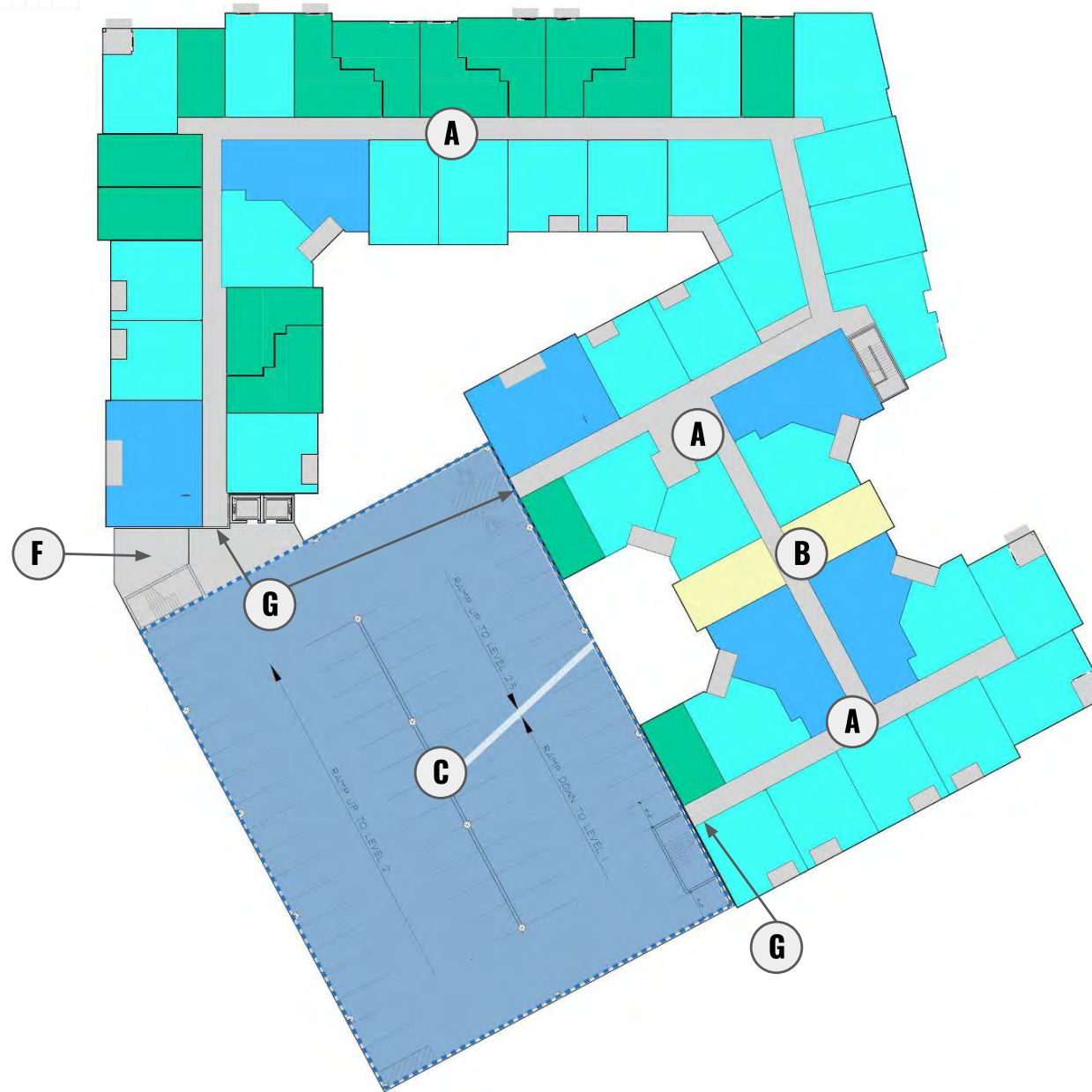




# FLOOR PLAN - LEVEL 2

8400 DELMAR

- - Studio Unit
  - - 1 Bedroom Unit
  - - 2 Bedroom Unit
- 
- - Secure Parking
  - - Unsecure Parking

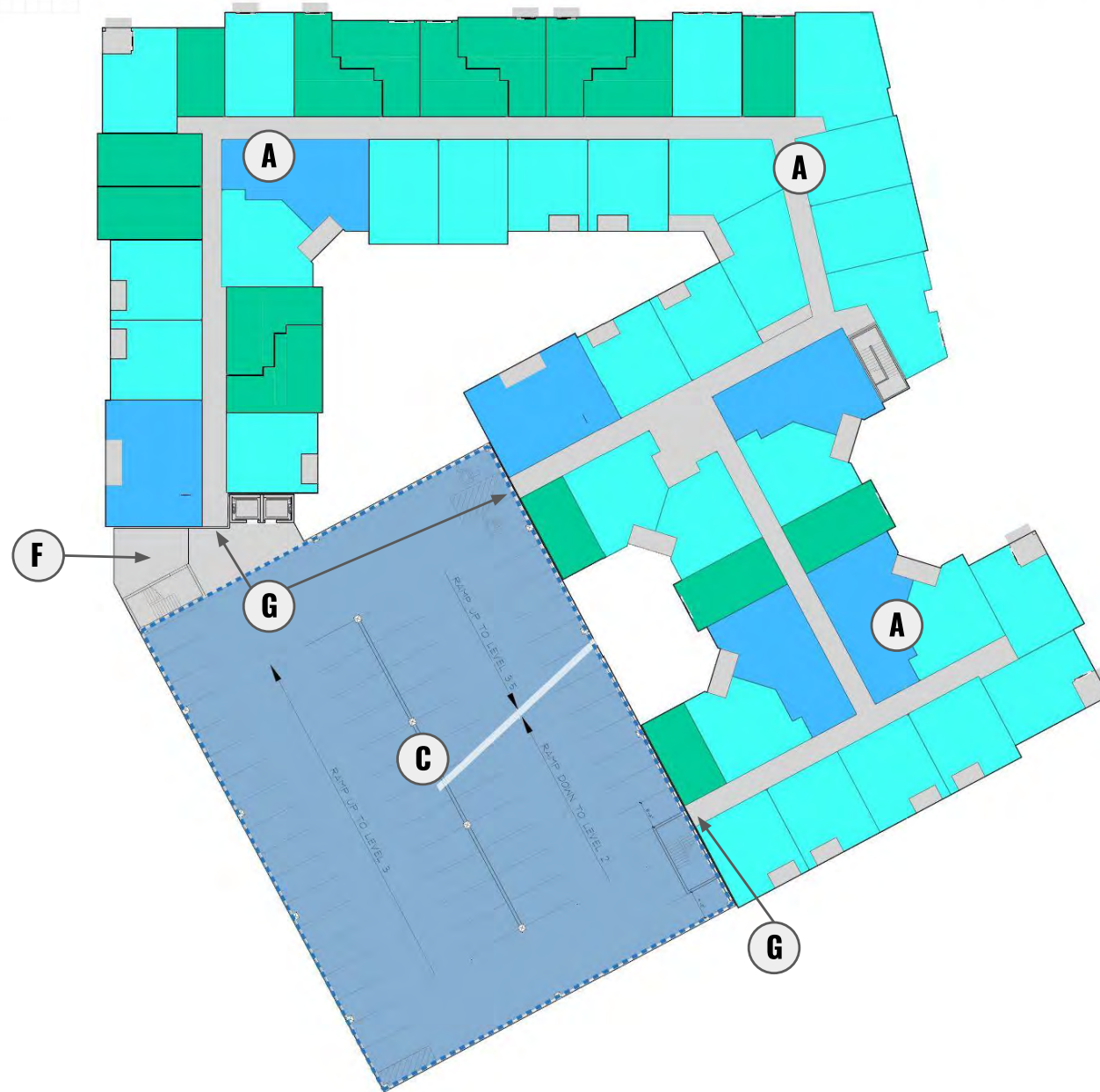


- A - Apartments
- B - Open to Below
- C - Parking Garage
- D - Not used
- E - Not used
- F - Trash Room
- G - Apartment Connection to Garage

# FLOOR PLAN - LEVEL 3

8400 DELMAR

- - Studio Unit
  - - 1 Bedroom Unit
  - - 2 Bedroom Unit
- 
- - Secure Parking
  - - Unsecure Parking



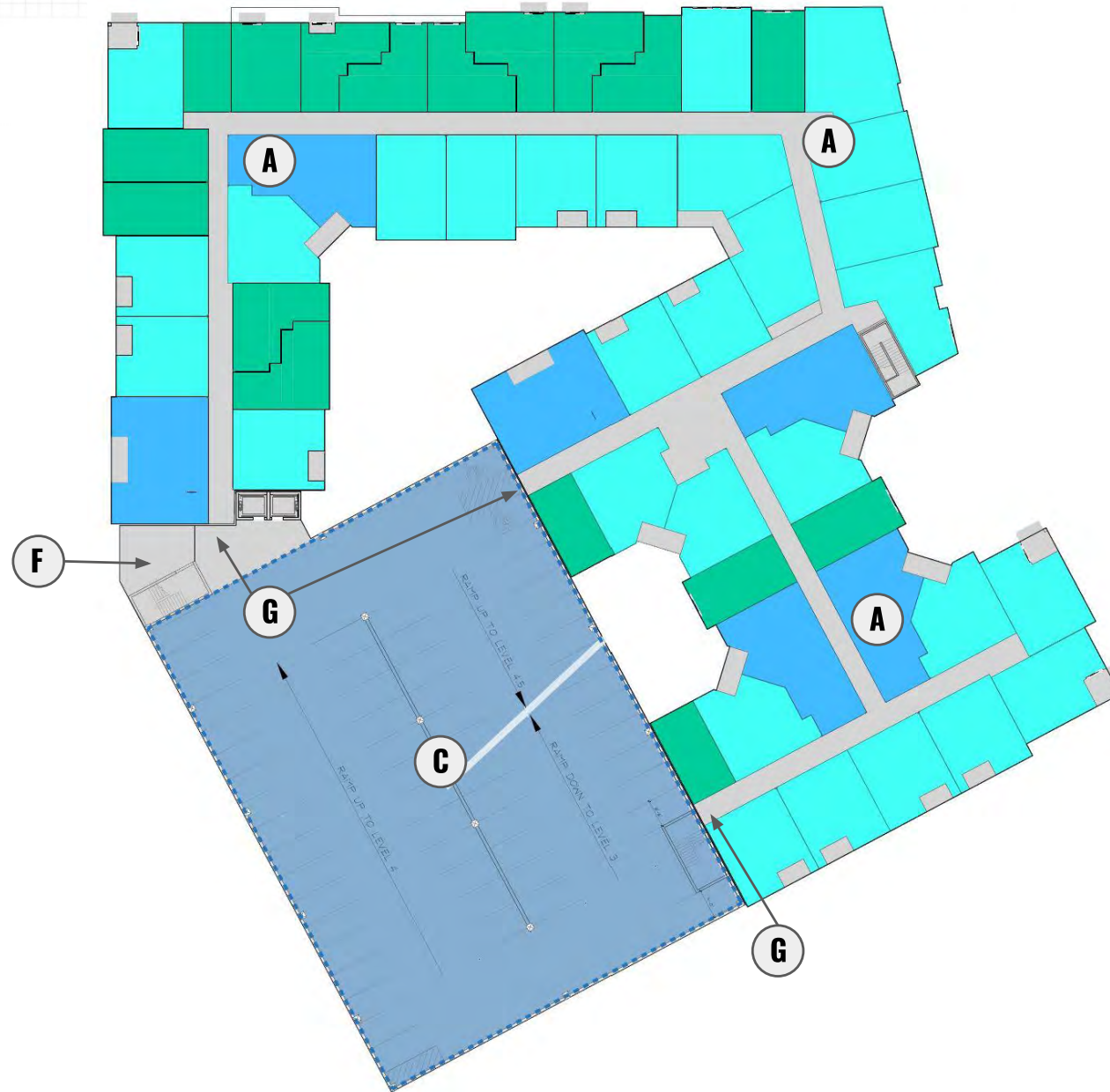
- A - Apartments
- B - Not Used
- C - Parking Garage
- D - Not used
- E - Not used
- F - Trash Room
- G - Apartment Connection to Garage

# FLOOR PLAN - LEVEL 4

8400 DELMAR

-  -Studio Unit
  -  -1 Bedroom Unit
  -  -2 Bedroom Unit
- 
-  - Secure Parking
  -  - Unsecure Parking

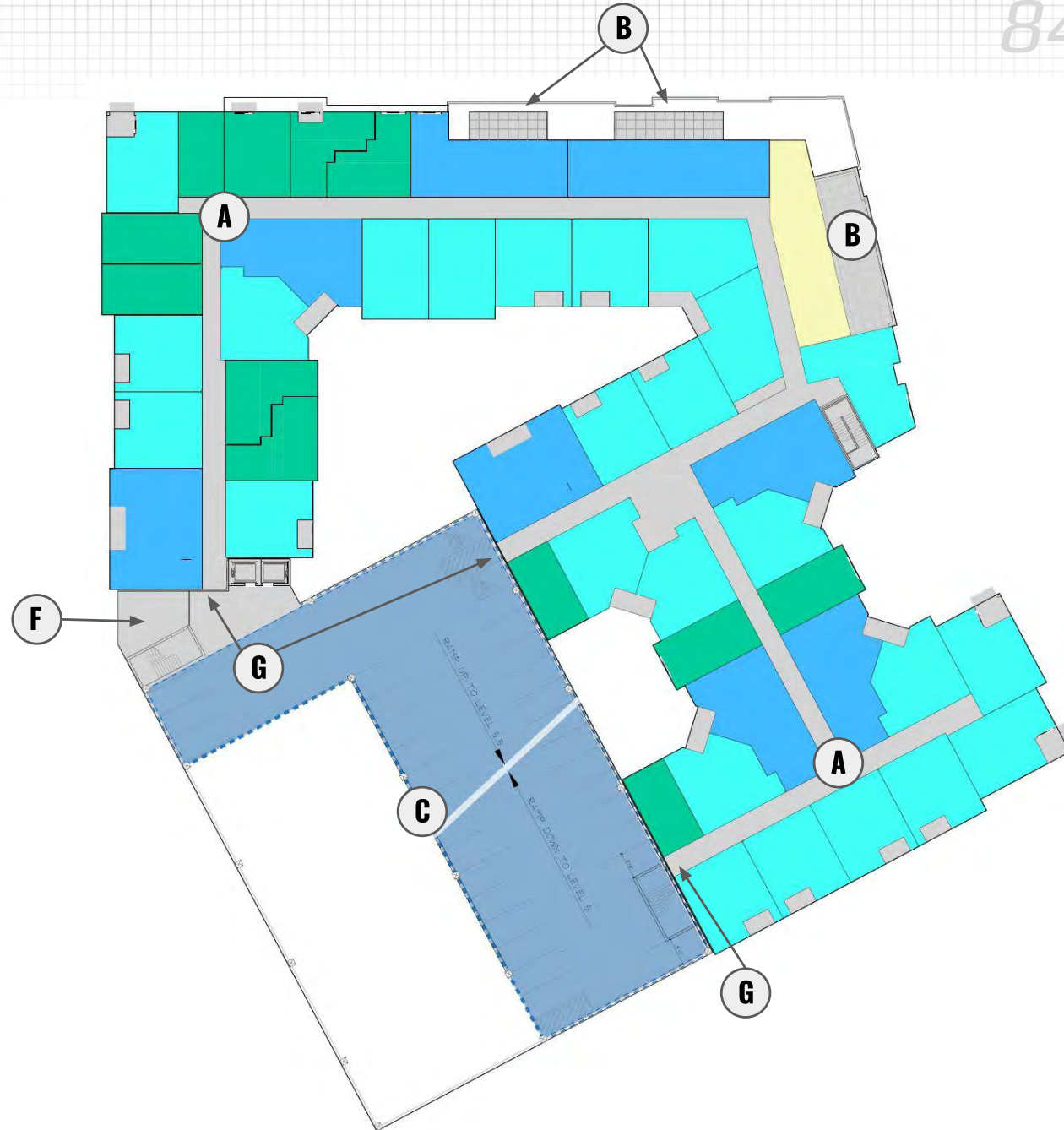
- A - Apartments
- B - Not Used
- C - Parking Garage
- D - Not used
- E - Not used
- F - Trash Room
- G - Apartment Connection to Garage



# FLOOR PLAN - LEVEL 5

8400 DELMAR




- - Studio Unit
  - - 1 Bedroom Unit
  - - 2 Bedroom Unit
- 
- - Secure Parking
  - - Unsecure Parking



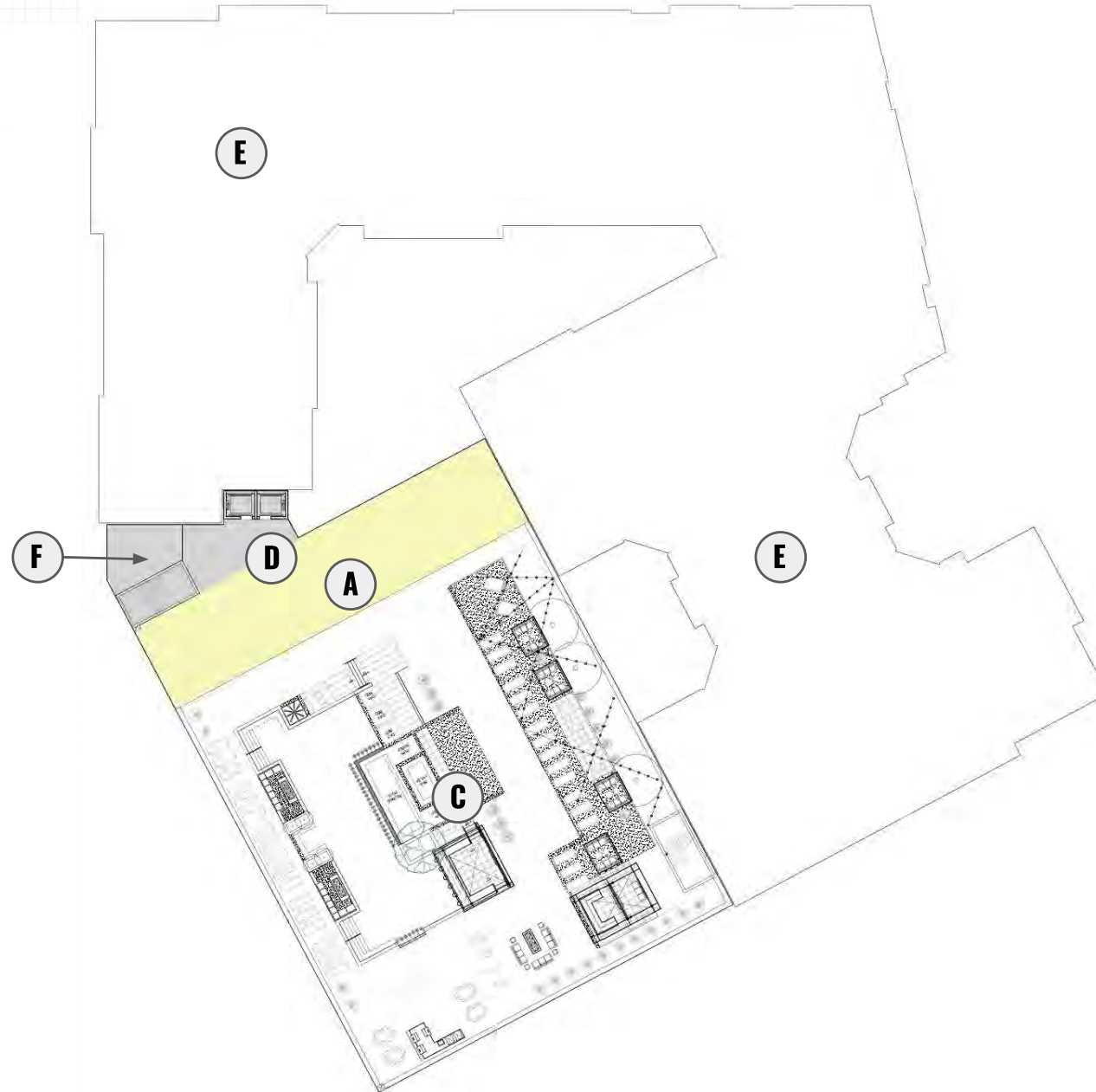
- A - Apartments
- B - Rooftop Patio
- C - Parking Garage
- D - Not used
- E - Not used
- F - Trash Room
- G - Apartment Connection to Garage

# FLOOR PLAN - LEVEL 6

8400 DELMAR

-  -Studio Unit
-  -1 Bedroom Unit
-  -2 Bedroom Unit

-  - Secure Parking
-  - Unsecure Parking



- A - Apartment Amenity
- B - Not used
- C - Apartment Rooftop Amenity
- D - Apartment Connection to Rooftop
- E - Roof Area
- F - Trash Room

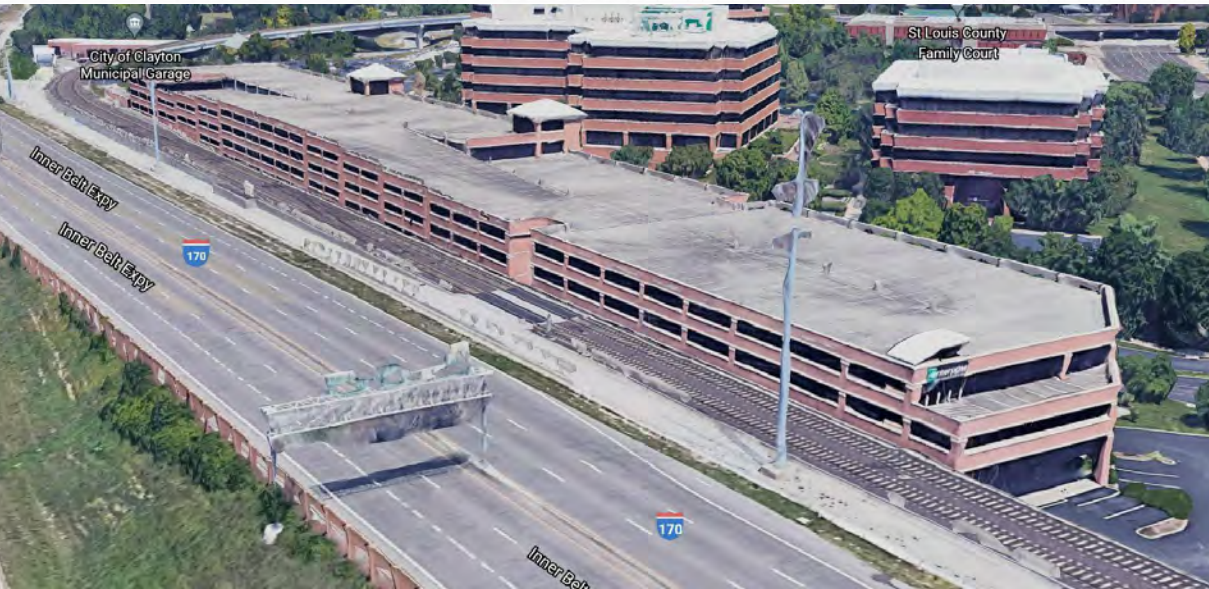
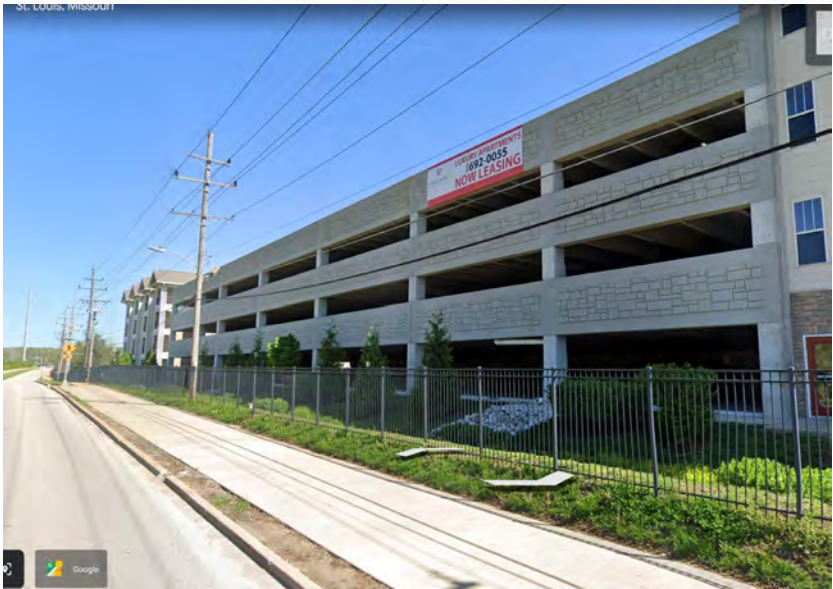
# GARAGE - EXTERIOR FACADE EXAMPLE

8400 DELMAR



# GARAGE - EXAMPLE OF GARAGES ALONG I70

8400 DELMAR



### Apartment Summary

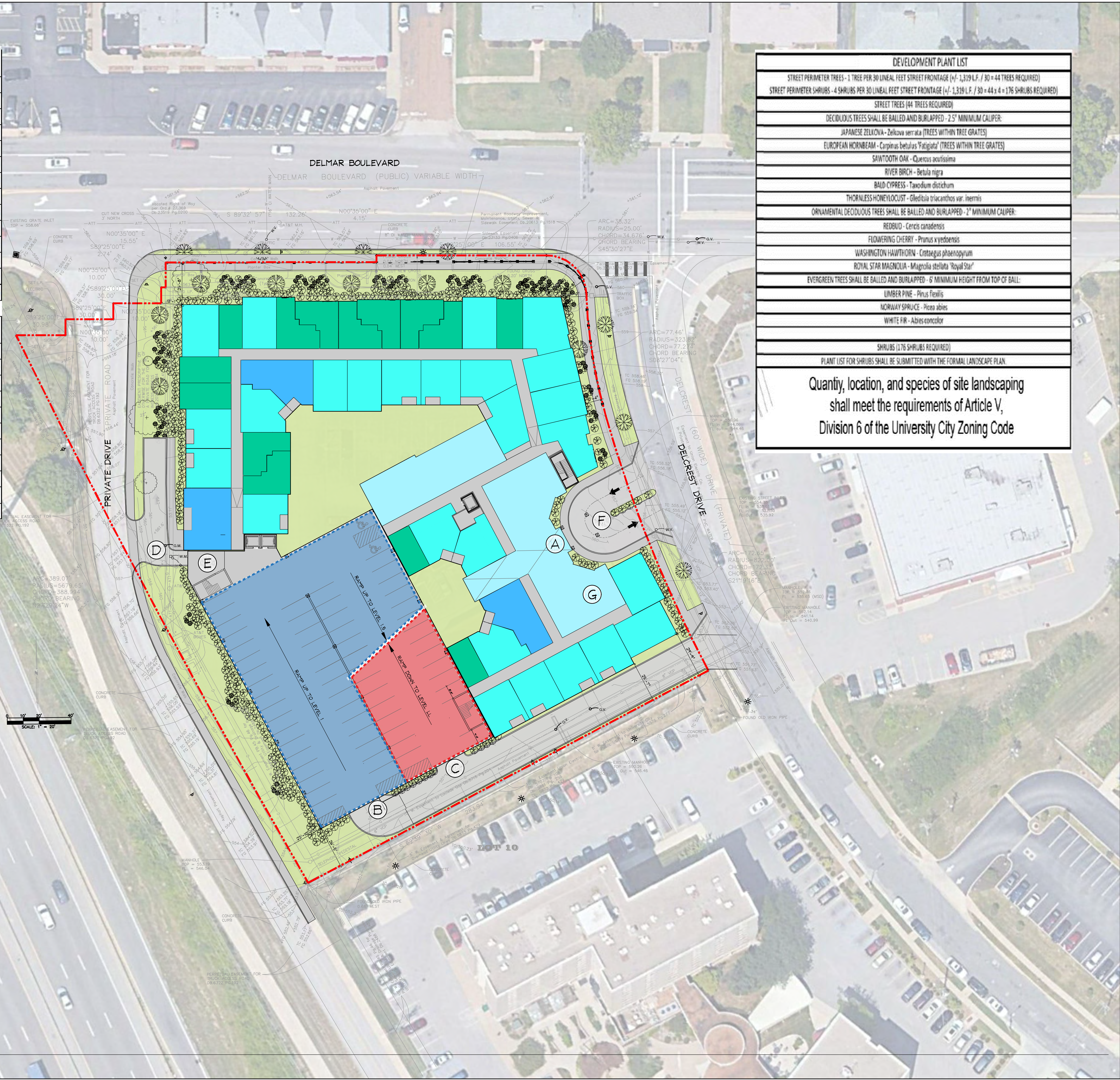
(5) STORIES	UNITS	MIX	AVG SF	SF
STUDIO	39	15.5%	477	18,607
STUDIO - ALCOVE	30	14.3%	576	20,746
1 BEDROOM	147	58.3%	693	101,881
2 BEDROOM	30	11.9%	1,040	31,193
<b>TOTAL UNITS</b>	<b>252</b>			<b>172,426</b>
DECKS/PATIOS			3.2%	7,243
COMMON AREA			14.0%	31,119
AMENITY			3.0%	8,062
BISTRO			0.7%	1,500
STORAGE			1.1%	2,567
<b>TOTAL (APARTMENT BUILDING)</b>				<b>222,906</b>

### Garage

(7) LEVEL PARKING GARAGE	PARKING SPACES	GARAGE SF	ROOF TOP SF	TOTAL SF
LOWER LEVEL 2	34	19,808	-	19,808
LOWER LEVEL 1	59	19,808	-	19,808
LEVEL 1	59	19,808	-	19,808
LEVEL 2	59	19,808	-	19,808
LEVEL 3	59	19,808	-	19,808
LEVEL 4	59	19,808	-	19,808
LEVEL 5	51	19,808	-	19,808
LEVEL 6 (Rooftop)	-	-	19,808	19,808
<b>TOTAL PARKING</b>	<b>380</b>	<b>138,656</b>	<b>19,808</b>	<b>158,464</b>

DEVELOPMENT PLANT LIST	
STREET PERIMETER TREES - 1 TREE PER 30 LINEAL FEET STREET FRONTAGE (+/- 1,319 L.F. / 30 = 44 TREES REQUIRED)	
STREET PERIMETER SHRUBS - 4 SHRUBS PER 30 LINEAL FEET STREET FRONTAGE (+/- 1,319 L.F. / 30 = 44 x 4 = 176 SHRUBS REQUIRED)	
STREET TREES (44 TREES REQUIRED)	
DECIDUOUS TREES SHALL BE BALLED AND BURLAPPED - 2.5" MINIMUM CALIPER:	
JAPANESE ZELKOVA - Zelkova serrata (TREES WITHIN TREE GRATES)	
EUROPEAN HORNBEAM - Carpinus betulus 'Fastigiata' (TREES WITHIN TREE GRATES)	
SAWTOOTH OAK - Quercus acutissima	
RIVER BIRCH - Betula nigra	
BALD CYPRESS - Taxodium distichum	
THORNLESS HONEYLOCUST - Gleditsia triacanthos var. inermis	
ORNAMENTAL DECIDUOUS TREES SHALL BE BALLED AND BURLAPPED - 2" MINIMUM CALIPER:	
REDBUD - Cercis canadensis	
FLOWERING CHERRY - Prunus x yedoensis	
WASHINGTON HAWTHORN - Crataegus phaenopynum	
ROYAL STAR MAGNOLIA - Magnolia stellata 'Royal Star'	
EVERGREEN TREES SHALL BE BALLED AND BURLAPPED - 6' MINIMUM HEIGHT FROM TOP OF BALL:	
LIMBER PINE - Pinus flexilis	
NORWAY SPRUCE - Picea abies	
WHITE FIR - Abies concolor	
SHRUBS (176 SHRUBS REQUIRED)	
PLANT LIST FOR SHRUBS SHALL BE SUBMITTED WITH THE FORMAL LANDSCAPE PLAN.	
Quantity, location, and species of site landscaping shall meet the requirements of Article V, Division 6 of the University City Zoning Code	

- (A) APARTMENT ENTRANCE. ELEVATION: (+561'-0")
- (B) PRIMARY GARAGE ENTRANCE. (SECURED) ELEVATION: (+554'-0")
- (C) LOWER LEVEL GARAGE ENTRANCE. (UNSECURED) ELEVATION: (+502'-0")
- (D) LOADING ZONE & TRASH PICK-UP (AREA WILL HAVE CONTROLLED ACCESS)
- (E) TRASH ROOM. ELEVATION: (+561'-0")
- (F) CIRCLE DRIVE
- (G) BISTRO



**SITE LAYOUT WITH SURVEY (LEVEL 1 SHOWN)**  
Scale: 1" = 30'-0"

**VE DESIGN GROUP**  
500 E JACKSON ST, SUITE 2  
WILLARD, MO 65781  
PHONE: 417.612.2913 DESIGN@VEDESIGNGROUP.COM

VE DESIGN GROUP OF MO, LLC  
MO CERTIFICATE OF AUTHORITY #010333374 (ENGINEERING)  
MO CERTIFICATE OF AUTHORITY #201904334 (ARCHITECTURE)

**MIXED USE DEVELOPMENT**  
8400 DELMAR BLVD  
UNIVERSITY CITY, MO

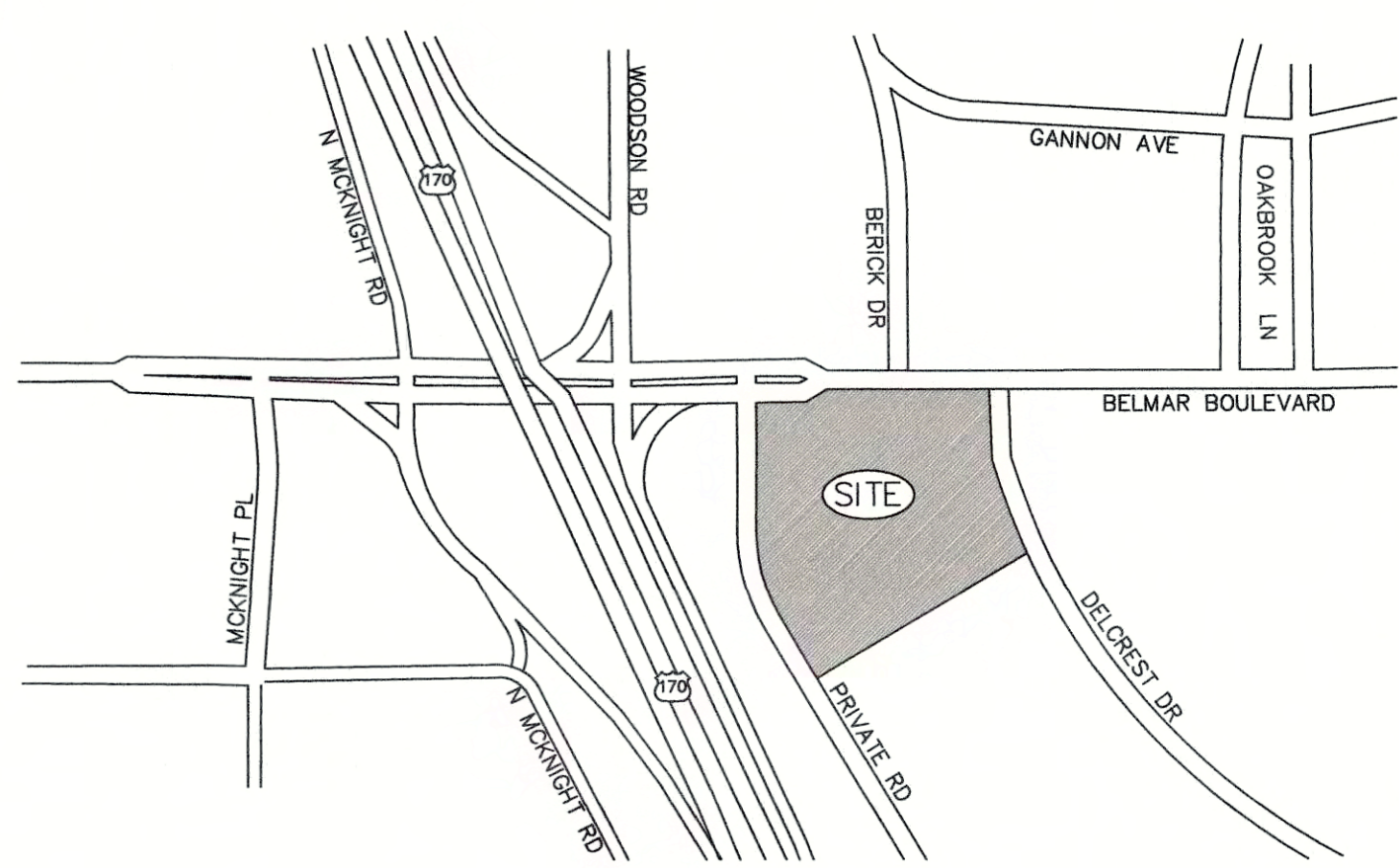
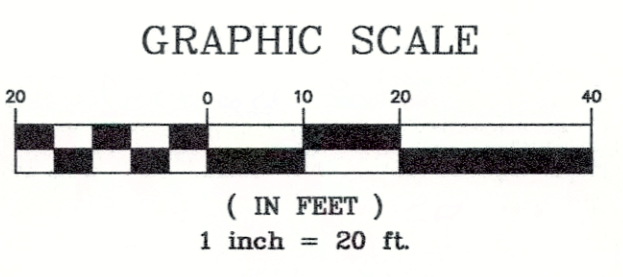
NO	REVISIONS	DATE
DRAWING TITLE		
SITE LAYOUT		
PROJECT #	DRAWING NUMBER	
934	G0.2	
DATE		



DELMAR (WIDTH VARIES) BOULEVARD

"ALTA-NSPS LAND TITLE SURVEY"

VICINITY MAP



MISCELLANEOUS NOTES

- A) SOURCE OF TITLE: OLD REPUBLIC TITLE COMPANY FILE NO. 1902185 EFFECTIVE DATE MAY 13, 2019
B) SOURCE OF BEARINGS: DEED BOOK 45 PAGE 46
C) ALTA/NSPS LAND TITLE SURVEY TABLE A OPTIONAL SPECIFICATIONS:
1. MONUMENTS PLACED AT ALL MAJOR CORNERS - SHOWN HEREON.
2. ADDRESS - SHOWN HEREON.
3. FLOOD ZONE DESIGNATION - THE SITE IS LOCATED IN ZONE "X", AREA OF MINIMAL FLOOD HAZARD; NOT A SPECIAL FLOOD HAZARD AREA...
D) THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS...
E) THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVEGROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR...

SCHEDULE B (SPECIAL EXCEPTIONS)

- SCHEDULE B - SECTION II - EXCEPTIONS
Item 1-4 Not survey related items.
Item 5 Conditions, restrictions and easements according to instrument recorded in Book 5873 page 429.
NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.
Item 6 Easement(s) granted to the City of University City recorded in Book 2200 Page 415. Unable to determine exact location due to illegible document.
Item 7 Easement(s) to Union Electric Company recorded in Book 2488 Page 481, Book 5707 page 108 and Book 5861 page 255. Easements apply as shown hereon.
Item 8 Easement(s) to Southwestern Bell Telephone Company recorded in Book 5575 Page 277. Easement apply as shown hereon.
Item 9 Easement(s) to Laclede Gas Company recorded in Book 5715, Page 204. Easement apply as shown hereon.
Item 10 Building lines and easements according to plat recorded in Plat Book 45 Page 46. Easements apply as shown hereon.
Item 11 Site is subject to the terms and provisions of St. Louis County Ordinance No. 27,369 (2019), a certified copy of which is recorded in Book 23519 page 200. Document does not include the exhibits that show the limits of the Ordinance.
Item 12-13 Not survey related items.

To: Alps Acquisition LLC, Old Republic Title Company
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7A, 8, 9, and 13 of Table A thereof. The field work was completed on May 17, 2019.

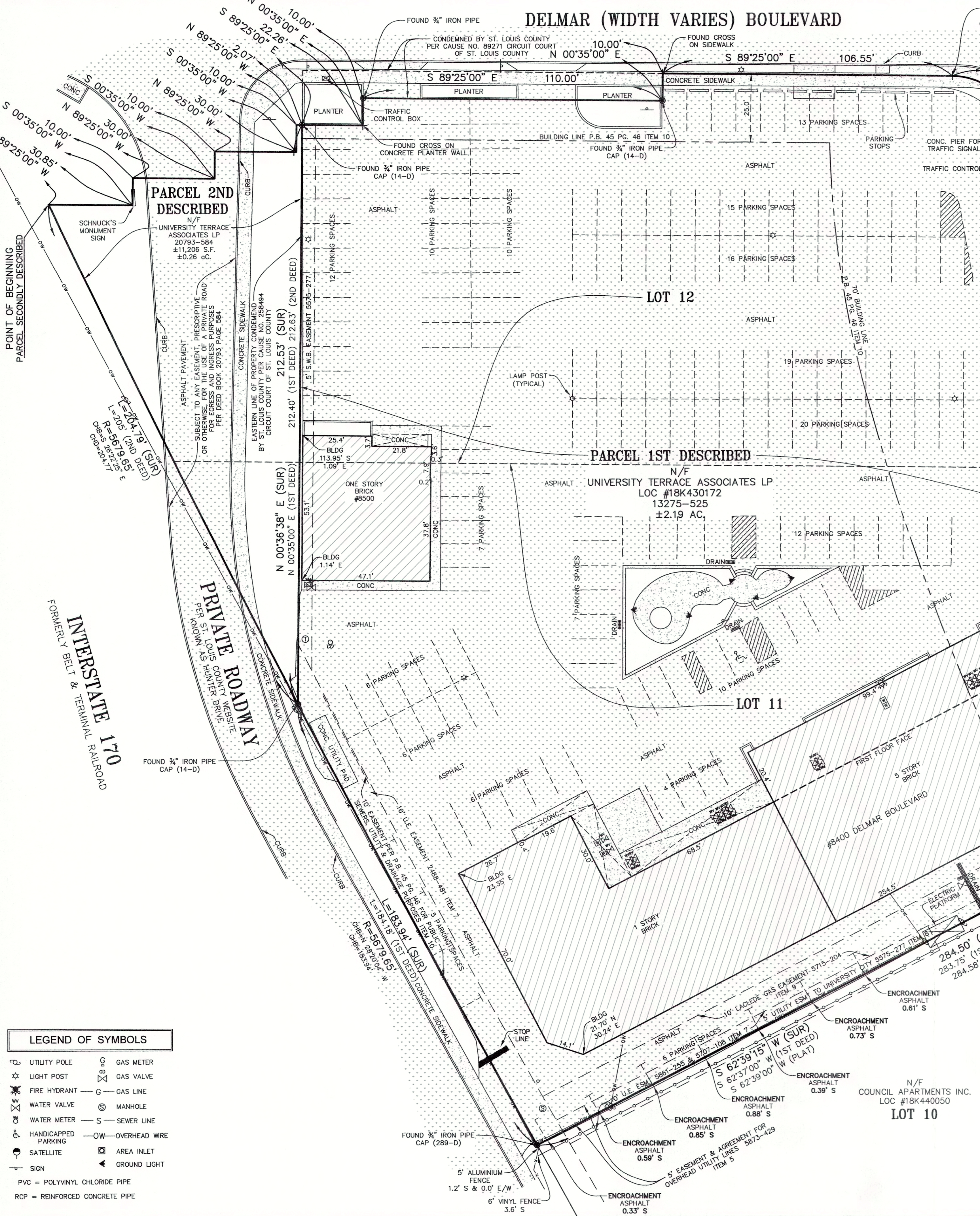
Date of Plat: May 28, 2019

TITLE LEGAL DESCRIPTION

PROPERTY DESCRIPTION PER DEED BOOK 13275 PG. 525
Part of Lots 11 and 12 of DELCREST, a subdivision according to the plat thereof recorded in Plat Book 45 Page 46 of the St. Louis County Records, and described as follows: Beginning at a point in the Western line of Delcrest Drive, 60 feet wide, said point being the Southeastern corner of aforementioned Lot 11 of Delcrest Subdivision; thence along the Southern line of said Lot 11 South 62 degrees 37 minutes West 283.75 feet to a point in the Eastern line of St. Louis Belt and Terminal Railroad Right-of-Way said point being the Southwestern corner of said Lot 11; thence Northwardly along the Eastern line of the St. Louis Belt and Terminal Railroad Right-of-way as aforementioned and on a curve to the right having a radius of 5,679.65 feet, an arc distance of 184.18 feet to a point being the most Southern corner of a tract of land acquired by St. Louis County through condemnation proceedings according to Cause #258494 of the St. Louis County Circuit Court; thence leaving said Railroad Right-of-way line and running along the Eastern line of the tract of land acquired by St. Louis County as aforementioned North 0 degrees 35 minutes East 212.40 feet to a point in the Southern line of Delmar Boulevard; thence along the Southern line of said Delmar Boulevard the following bearings and dimensions: South 89 degrees 25 minutes East 22.25 feet; North 0 degrees 35 minutes East 10.00 feet; South 89 degrees 25 minutes East 110.00 feet; North 0 degrees 35 minutes East 10.00 feet and South 89 degrees 25 minutes East 106.55 feet to a point; thence along the Southwestern line of Delmar Boulevard and along the Northwestern line of Delcrest Drive on a curve to the right having a radius of 25.00 feet an arc distance of 38.32 feet to a point; thence along the Western line of Delcrest Drive 60 feet wide, on a curve to the left having a radius of 323.82 feet, an arc distance of 77.45 feet to a point of compound curve; thence continuing along the Western line of said Delcrest Drive and on a curve to the left having a radius of 822.00 feet, an arc distance of 172.65 feet to the point of beginning.

LEGEND OF SYMBOLS

- UTILITY POLE GAS METER
LIGHT POST GAS VALVE
FIRE HYDRANT GAS LINE
WATER VALVE MANHOLE
WATER METER SEWER LINE
HANDICAPPED PARKING OVERHEAD WIRE
SATELLITE AREA INLET
SIGN GROUND LIGHT
PVC = POLYVINYL CHLORIDE PIPE
RCP = REINFORCED CONCRETE PIPE



TOPOS SURVEYING CORP. PROJECT NAME: ALTA NSPS SURVEY. PROJECT ADDRESS: #8400 DELMAR BLVD., UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI. TOPOS SURVEYING CORPORATION ORIGINAL CERTIFICATE NUMBER 000105. State of Missouri seal for Phillip Joseph Wurm, License Number PLS-2278. Survey No. 0519-0015.





## Council Agenda Item Cover

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**MEETING DATE:** July 12, 2021

**AGENDA ITEM TITLE:** 3 Diamond Development Map Amendment Request

**AGENDA SECTION:** New Business - Bills

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

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

### **BACKGROUND REVIEW:**

The Plan Commission recommended approval of the proposed Map Amendment to rezone the approximate 3.36-acre site associated with the 3 Diamond Senior Apartment development from Public Activity (PA) to Planned Development Residential Use (PD-R). This agenda item requires a public hearing at the City Council level and consideration for the passage of an ordinance. The first reading and introduction of the bill should take place on July 12, 2021. The public hearing and second and third readings, along with the passage of the ordinance, could occur at the subsequent August 9, 2021 meeting.

### **RECOMMENDATION:**

City Manager concurs with the Planning Commission's recommendation.

### **Attachments:**

- 1: Transmittal Letter from Plan Commission
- 2: City Manager Memo
- 3: Updated Staff Report & Packet Material
- 3: Proposed Ordinance No 9440



**Plan Commission**

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

June 23, 2021

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

RE: Zoning Map Amendment – (PC 21-12)

Dear Ms. Reese,

At a scheduled meeting on June 23, 2021 at 6:30 pm via videoconference, the Plan Commission considered the application by 3 Diamond Development to rezone approximately 3.36 acres from Public Activity (PA) to Planned Development – Residential Use (PD-R).

By a vote of 5 to 0, the Plan Commission recommended approval of said Map Amendment to the University City Official Zoning Map.

Sincerely,

A handwritten signature in blue ink, reading "Margaret Holly".

Margaret Holly, Chairperson  
University City Plan Commission



**Department of Community Development**

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

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

MEETING DATE: July 12, 2021

FILE NUMBER: PC 21-12

COUNCIL DISTRICT: 3

Applicant: 3 Diamond Development

Location: 1309 Partridge

Request: 1) A Zoning Map Amendment from Public Activity (PA) to PD-R Planned Development-Residential Use District; and  
2) Preliminary Development Plan approval

Existing Zoning: Public Activity (PA)

Proposed Zoning: PD-R Planned Development-Residential Use District

Existing Land Use: Vacant

Proposed Land Use: Multi-Family Residential

**Surrounding Zoning and Land Use**

North:	SR-Single-Family Residential	Single-Family Residential
East:	PA-Public Activity	Convalescent Home
South:	SR-Single-Family Residential	Single-Family Residential
West:	SR-Single-Family Residential	Single-Family Residential

**COMPREHENSIVE PLAN CONFORMANCE**

Yes     No     No reference

**PLAN COMMISSION RECOMMENDATION**

Approval     Approval with Conditions in Resolution     Denial

**ATTACHMENTS**

A. Application Documents

## **Existing Property**

The proposed development is located to the west of U-City Forest Manor which is located at 1301 Partridge Avenue. Lot A (2.07 Acres) and Lot B (4.32 Acres) are currently owned by U-City Forest Partners LLC which contains U-City Forest Manor and a landlocked vacant lot to the west.

## **Applicant's Request**

The applicant is requesting that the subject property be rezoned from Public Activity (PA) to Planned Development Residential Use PD-R in conjunction with approval of a preliminary development plan for a 60-unit residential development.

The proposed development proposes a new 52,262 square foot, 60-unit, 3 story senior living apartment complex with 77 on-site parking spaces, 16 Bicycle spaces and associated amenities. No new curb cuts are proposed, and access is proposed thru a common ingress / egress access drive to the west.

## **Surrounding Zoning and Land Use**

The subject property is located to the west of U-City manor and surrounded by single-family residences to the north, south and west. The future land use designation is identified as Multi-Family Residential and vacant agricultural.

## **Analysis**

### Zoning

Article 14, Section 400.3180 of the Zoning Code requires that Plan Commission review a request for a map amendment and forward its recommendation to City Council. A public hearing will be conducted at the City Council level.

The purpose of "PD" Planned Development Districts, as set forth in Section 400.720, of the Zoning Code, is "to provide a means of achieving greater flexibility in development of land in a manner not always possible in conventional zoning districts; to encourage a more imaginative and innovative design of projects; to promote a more desirable community environment; and to retain maximum control over both the design and future operation of the development." The Code further states, "The city council, upon review by the plan commission, may, by an ordinance adopted in the same manner as a rezoning is approved, authorize a planned development district when the proposed development or use of a specific tract of land or area warrants greater flexibility, control and density than is afforded under the general regulations of standard zoning districts."

The relationship of planned development districts to the zoning map is set forth in Section 400.730 of the Zoning Code, which states in paragraph 1, "The "PD" designation, as detailed in this section, is a separate use district and may be attached to a parcel of land through the process of rezoning and zoning map amendment." However, in addition to the rezoning of a parcel of land, development plan approval is required. Section 400.730, paragraph 2 states, "It is the intent of this chapter that no development or redevelopment of the property encompassed by the "PD" designation take place until an acceptable development plan has been reviewed and approved in conformance with the requirements of this section, Article 14, "Amendments," of this chapter and applicable sections of Chapter 405, "Subdivision and Land Development Regulations," of the University City Municipal Code."

### Minimum Site Size

The minimum site size for developments in any planned development district is one (1) acre. The Code states that the minimum site size may be waived by the City Council upon report by the Plan Commission; if it is determined that the uses proposed is desirable or necessary in relationship to the surrounding neighborhood; or, if the city council should determine such waiver to be in the general public interest. There is no need for a waiver based upon the site containing more than one (1) acre.

### Density and Dimensional Regulations

Density and dimensional regulations for PD-R Planned Development-Mixed Use District developments are set forth in Section 400.780 of the Zoning Code and are to incorporate the regulations set forth in both subsections dealing specifically with “PD-R” and “PD-C” developments.

Density under the “PD-R” regulations in Section 400.780 states that the density may be limited to that which is established in the original residential district or which is consistent with nearby existing developed areas. The density for the proposed development is 17.85 units per acre. The density is well below the maximum allowed 87 units per acre for elevator apartment buildings as set forth in the Zoning Code but is approximately 10 units per acre more than the surrounding single-family residential single-family uses.

Site coverage is not addressed in the “PD-R” regulations. However, common open space for “PD-R” developments are covered under section 400.1150. The required open space requirement for the development is 21,954 square feet and the development proposes roughly 79,000 square feet.

### Building Setbacks and Buffers

Required building setbacks or buffers shall be as specifically established in the governing ordinances and resolutions for PD-R Developments on a case-by-case basis. A perimeter buffer of thirty (30) feet is required when higher density residential development abuts a less dense adjacent residential use. It is noted that the subject property does abut less dense single-family residential uses to the north, south and west.

### Building Height

The proposed building is three stories above grade and approximately 35-40 feet in height. It is noted that there is no maximum building height typically established for elevator apartment buildings.

### Landscaping/Screening

The Preliminary Development Plan shows landscaping within the site and on the west and south property lines. However, it appears that no landscaping is shown on the north property line abutting single-family residential homes.

### Vehicular Access/Circulation

Vehicular access is proposed via a common ingress / egress access drive to the east. There will be no additional curb cuts required. However, a recorded ingress/egress access agreement would need to be recorded to accommodate the development.

### Sidewalks

No public sidewalks are proposed. All sidewalks will be incorporated within the development.

### Parking

Under the PD – Planned Development District regulations, relief from conventional zoning standards may be provided when the proposed development warrants greater flexibility than afforded under the general regulations. The preliminary development plan shows a total of 77 off-street parking spaces. The applicant has indicated that 45 spaces are required in accordance to the requirements of the code addressing senior living facilities. Assuming the determination the parking must meet the requirements of multi-family one-bedroom developments the required parking would be 97 on site parking spaces.

### Building Design

No set building design is required per the current code but the applicant has proposed an architectural design that can be locked in as part of the approval. The proposal is a proposed prescriptive “Formed Based Code” concept.

### Sustainability

The site shows an approximate 54% pervious area ratio so sustainability is not a concern and within the required limits.

### Comprehensive Plan

In looking at the proposed development the proposed PD-R zoning and multi-family development would be consistent with multi-family land use designation identified in the comprehensive plan.

## **Plan Commission Recommendation**

Based on the preceding considerations, Plan Commission recommended 1) approval of the Zoning Map Amendment from Public Activity (PA) to Planned Development-Residential Use District; and 2) approval of the Preliminary Development Plan based upon the following;

- 1) Clarification of Parking Ratio's
- 2) A detailed landscape plan showing additional landscaping shall be provided prior to final plan approval.
- 3) A detailed lighting plan shall be provided identifying compliance with the zoning code and shall further be designed to be compatible with surrounding areas by shading to direct light away from abutting areas.
- 4) Verification no negative traffic impacts on surrounding neighborhoods prior to final plan approval.





June 7, 2021

Clifford Cross, AICP  
Director of Planning & Development  
City of University City  
6801 Delmar Boulevard  
University City, MO 63130

Re: Diamond Senior Apartments

Dear Mr. Cross,

I am writing to you on behalf of 3 Diamond Development in regards to rezoning a piece of property for a potential multi-family apartment development in University City call Diamond Senior Apartments.

The proposed development is located just to the west of the existing U-City Forest Manor which is located at 1301 Partridge Ave. Lot A (2.07 acres) and Lot B (4.327 acres) are both currently owned by U-forest Partners LLC which contains the U-City Forest Manor and a vacant landlocked lot to the west. The intent will be to move the existing lot line between these two properties changing the overall acreage of lot A and B.

Lot A will be modified to contain a total of 3.36 acres and the new development. We will be requesting this tract be changed to a PD-R zoning. It will be the intent of this development to follow all University City codes and ordinances with no design modifications at this time.

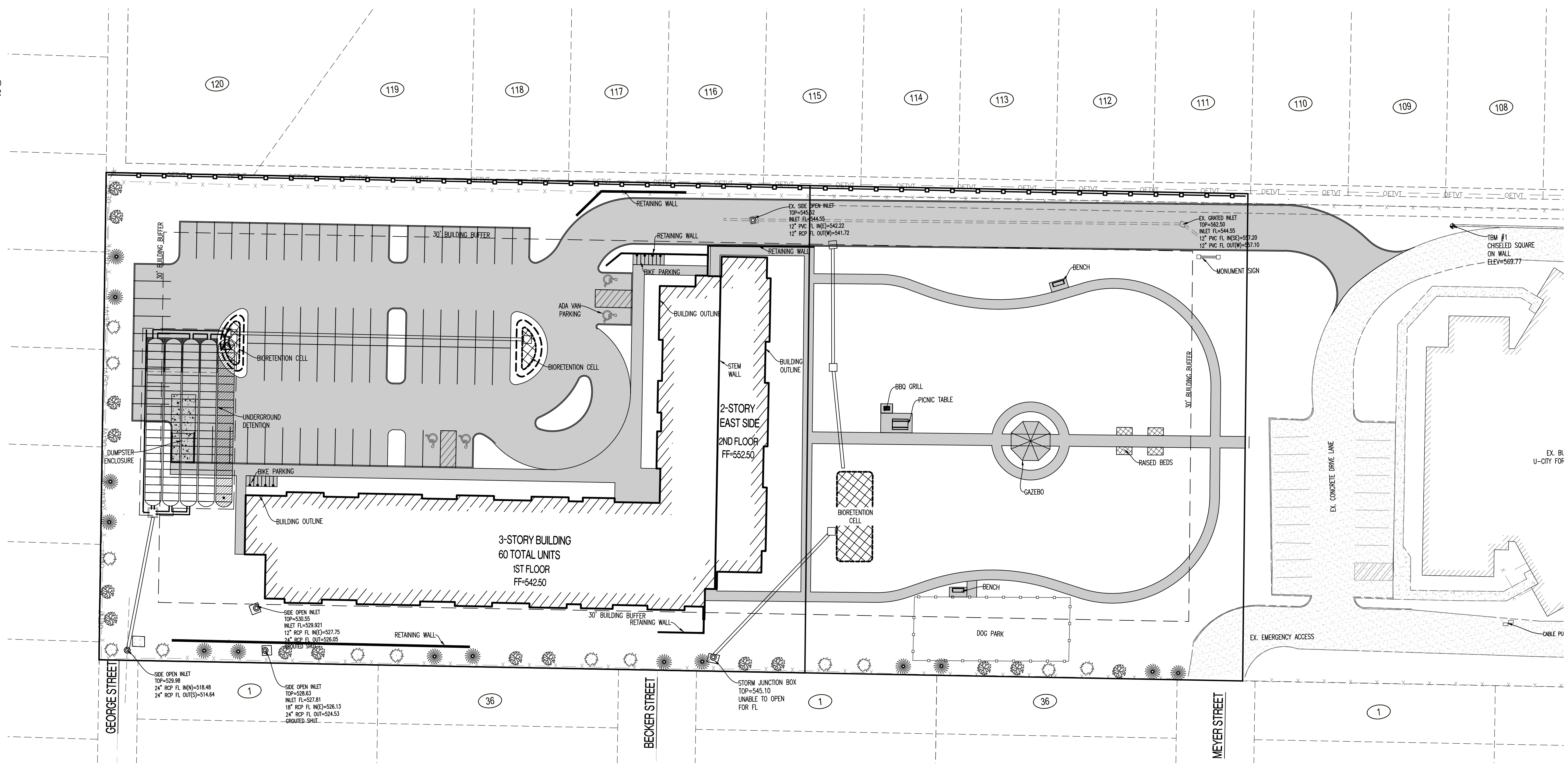
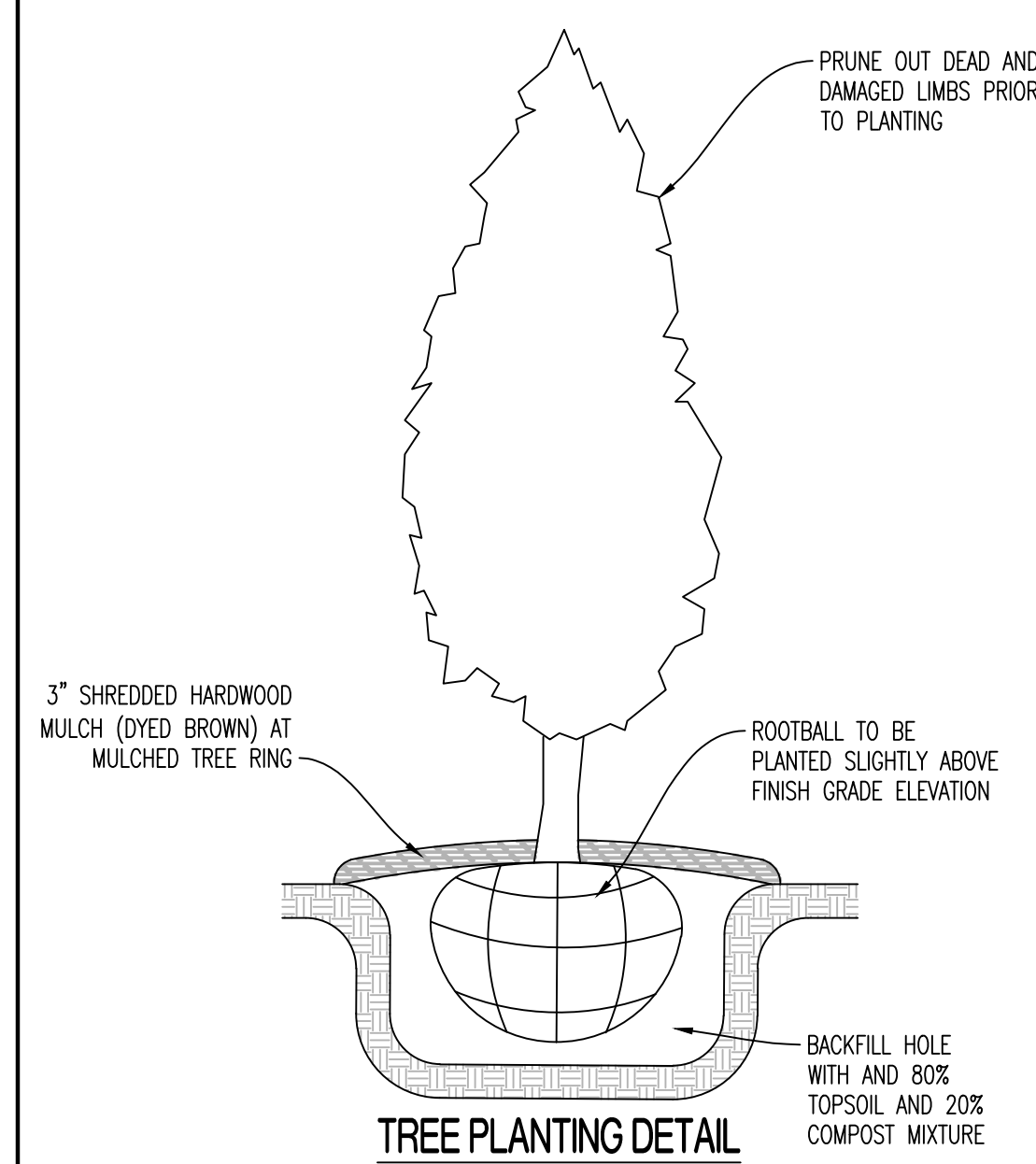
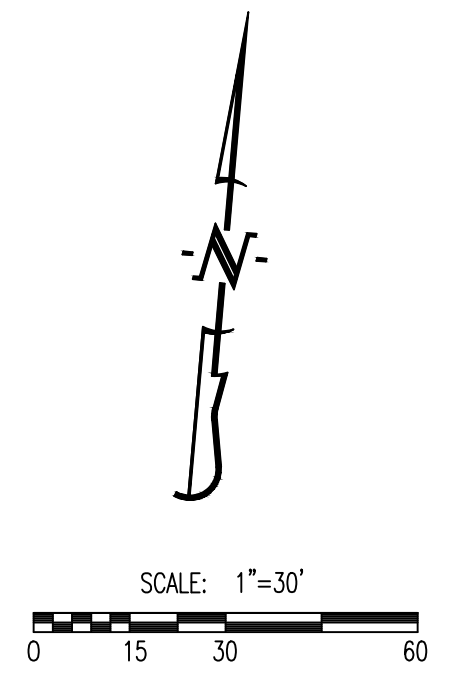
Please feel free to contact me should you have any additional questions pertaining to rezoning request for this project.

Sincerely,

Kyle Miller, P.E.  
Crockett Engineering Consultants, LLC  
(573) 447-0292  
kmiller@crockettengineering.com



# PRELIMINARY LANDSCAPING PLAN DIAMOND SENIOR APARTMENTS



REVISIONS:

NO.	DATE
ORIGINAL	06/07/2021

THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

**PRELIMINARY**  
(NOT FOR CONSTRUCTION)

KYLER MILLER  
MO LICENSE 20070803

**CROCKETT**  
ENGINEERS & ARCHITECTS  
1000 N. LINCOLN AVE. SUITE 400  
LINCOLNWOOD, MISSOURI 63053  
(314) 487-0291  
www.crockettengineering.com  
Crockett Engineering Consultants, LLC  
Missouri Certificate of Authority  
#000000001

DEVELOPER:  
DIAMOND SENIOR OF UNIVERSITY CITY, LP  
6671 N. LINCOLN AVE. SUITE 400  
LINCOLNWOOD, MISSOURI 63072

## DIAMOND SENIOR APARTMENTS

UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

**LANDSCAPE COMPLIANCE:**

<b>OPEN SPACE:</b>		
REQUIRED 15% OF TOTAL SITE TO BE OPEN SPACE/LANDSCAPED:	0.50 AC.	15%
PROPOSED AREA OF TOTAL SITE TO BE LANDSCAPED:	1.82 AC.	54%
<b>400.1190 SCREENING BETWEEN NON-RESIDENTIAL AND RESIDENTIAL ZONING DISTRICTS.</b>		
REQUIREMENTS:		
THERE SHALL BE A LANDSCAPED BUFFER AREA OF NOT LESS TEN (10) FEET IN WIDTH PLANTED WITH ONE (1) EVERGREEN TREE FOR EVERY TWENTY (20) LINEAL FEET OF COMMON PROPERTY LINE.	1420 L.F. ADJACENT TO SR	71 EVERGREENS REQUIRED
PROPERTY LINES TO THE WEST AND SOUTH ADJACENT TO SR = 836 LF		42 EVERGREENS REQUIRED
BUFFER REQUIRED 10' WIDTH		
BUFFER PROVIDED 30' WIDTH		
PROVIDED:		
ONE (1) EVERGREEN TREE FOR EVERY TWENTY (20) LINEAL FEET OF COMMON PROPERTY LINE TO THE SOUTH AND WEST.		42 EVERGREENS PROVIDED
PRIVACY FENCE		
584 LF OF 6' TALL WOOD PRIVACY FENCE ALONG NORTH PROPERTY LINE		

**STREET FRONTAGE PLANTING TABLE:**

QUANTITY	COMMON NAME	BOTANICAL NAME	PLANT TYPE	SIZE
13	NORWAY SPRUCE	PICEA ABIES	CONIFER	5 GAL.
14	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	CONIFER	5 GAL.
15	WHITE SPRUCE	PICEA GLAUCA	CONIFER	5 GAL.

SCREENING = 6' TALL PRIVACY FENCE

- CITY NOTES:**
- IMMEDIATELY UPON PLANTING, ALL TREES SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERYMEN, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC., AS REVISED FROM TIME TO TIME.
  - ALL NEW LANDSCAPED AREAS SHALL BE INSTALLED PRIOR TO THE OCCUPANCY OR USE OF THE BUILDING OR PREMISES; OR IF THE TIME OF THE SEASON OR WEATHER CONDITIONS ARE NOT CONDUCTIVE TO PLANTING, THE ZONING ADMINISTRATOR MAY AUTHORIZE A DELAY FOR SUCH PLANTING UP TO SIX (6) MONTHS AFTER OCCUPANCY OR USE OF THE BUILDINGS OR PREMISES. DEAD PLANT MATERIALS SHALL BE REPLACED IN A TIMELY FASHION WITH LIVING PLANT MATERIAL, TAKING INTO CONSIDERATION THE SEASON OF THE YEAR, AND SHALL HAVE AT LEAST THE SAME QUANTITY AND QUALITY OF LANDSCAPING AS INITIALLY APPROVED.
  - ALL LANDSCAPING AND SCREENING SHALL BE MAINTAINED IN A HEALTHY, NEAT, TRIMMED, CLEAN AND WEED-FREE CONDITION. THE GROUND SURFACE OF LANDSCAPED AREAS SHALL BE COVERED WITH EITHER GRASS AND/OR OTHER TYPES OF PERVIOUS GROUND COVER LOCATED BENEATH AND SURROUNDING THE TREES AND SHRUBS.

- PLANTING NOTES:**
- ALL PLANT MATERIALS AND FINAL LANDSCAPE PLAN SHALL BE IN ACCORDANCE WITH THE LANDSCAPING GUIDELINES AND STANDARDS OF THE CITY OF UNIVERSITY CITY.
- LANDSCAPING CONTRACTOR SHALL COORDINATE UTILITY LOCATES AND IDENTIFY ALL UNDERGROUND UTILITIES WITHIN THE LIMITS OF THEIR WORK AREA BEFORE ANY EXCAVATION MAY BEGIN.
- SHRUB BEDS & TREE RINGS SHALL BE MULCHED WITH 3" OF DYED BROWN HARDWOOD MULCH.
- LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF TWELVE MONTHS.
- ALL PLANT MATERIALS MUST MEET THE SPECIFICATIONS OF THE AMERICAN ASSOCIATION OF NURSERYMEN.

DRAWING INCLUDES:  
LANDSCAPING PLAN

DESIGNED: KRM  
DRAWN: KRM  
PROJECT NO: 210296  
SHEET:  
CE 2

J-6 9

**LEGAL DESCRIPTION**

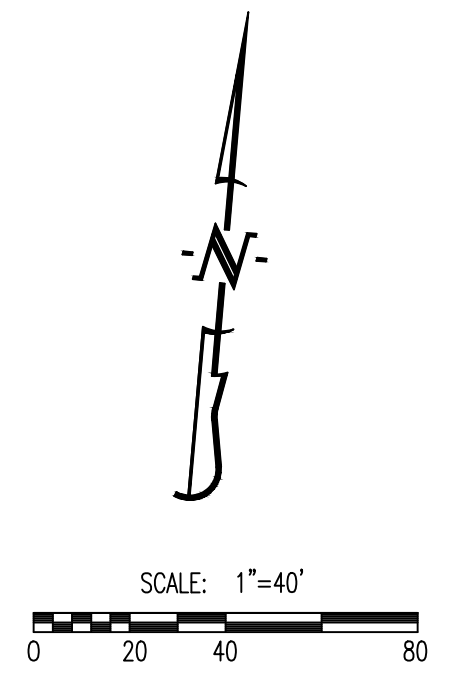
LOT A AND THE WESTERN 225' OF LOT B OF UNIVERSITY FOREST ADDITION, PER PLAT BOOK 388, PAGE 40, OF THE ST. LOUIS COUNTY RECORDS, ST. LOUIS COUNTY, MISSOURI WITHIN SECTION 3, TOWNSHIP 45 NORTH, AND RANGE 6 EAST OF THE 5TH FIFTH P.M., UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

**DEVELOPER INFORMATION**

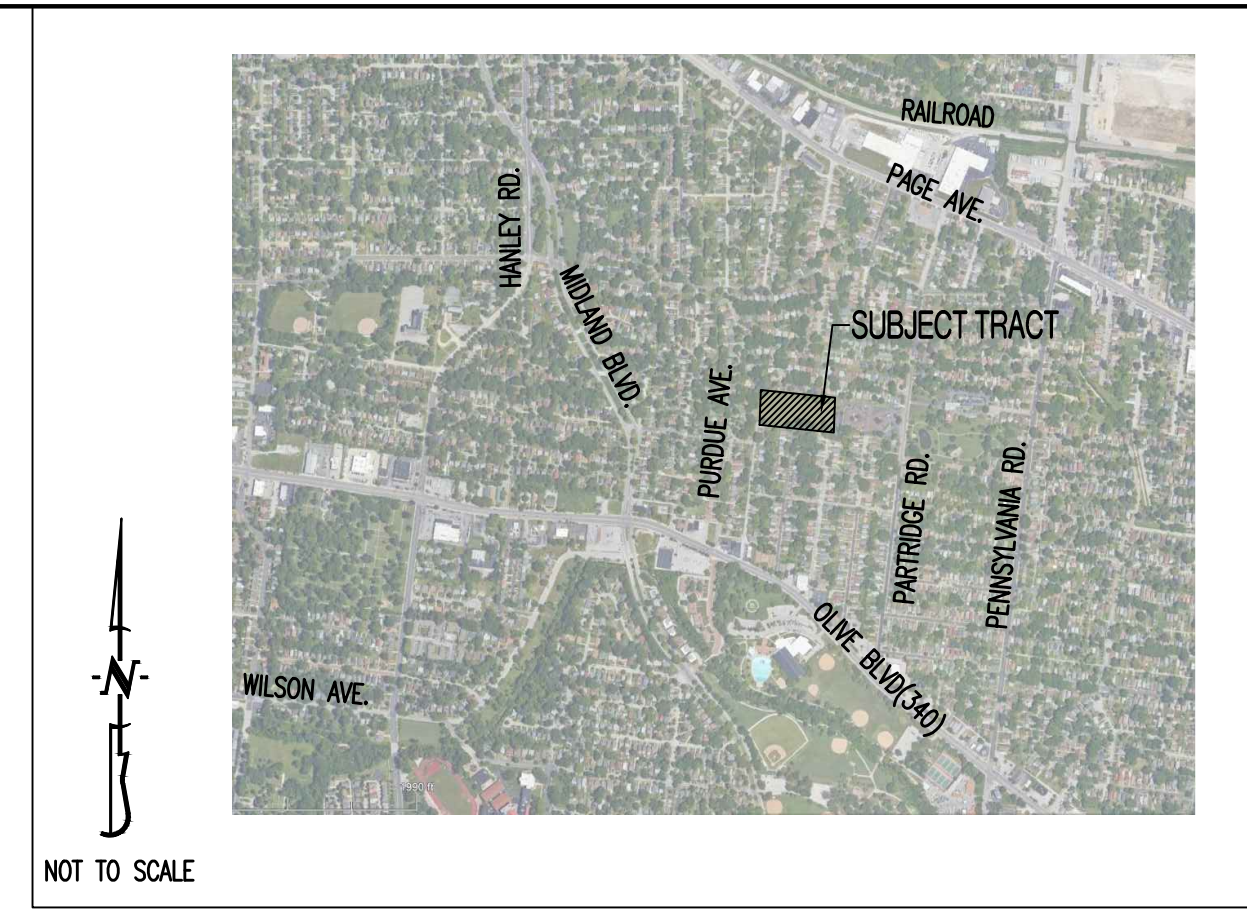
DIAMOND SENIOR OF UNIVERSITY CITY, LP  
6677 N. LINCOLN AVE., SUITE 400  
LINCOLNWOOD, ILLINOIS 60712  
(847) 677-7206

**SITE BENCHMARK**

CHISELED SQUARE ON THE WEST SIDE OF THE RETAINING WALL LOCATED APPROXIMATELY 60' NORTH OF THE NORTHWEST CORNER OF THE UNIVERSITY CITY FOREST MANOR BUILDING.  
ELEVATION = 569.77



# PRELIMINARY SUBDIVISION PLAN DIAMOND SENIOR APARTMENTS



REVISIONS:

NO.	DATE
ORIGINAL	06/07/2021

THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

**PRELIMINARY  
(NOT FOR CONSTRUCTION)**

KYLER MILLER  
MO LICENSE 20109803

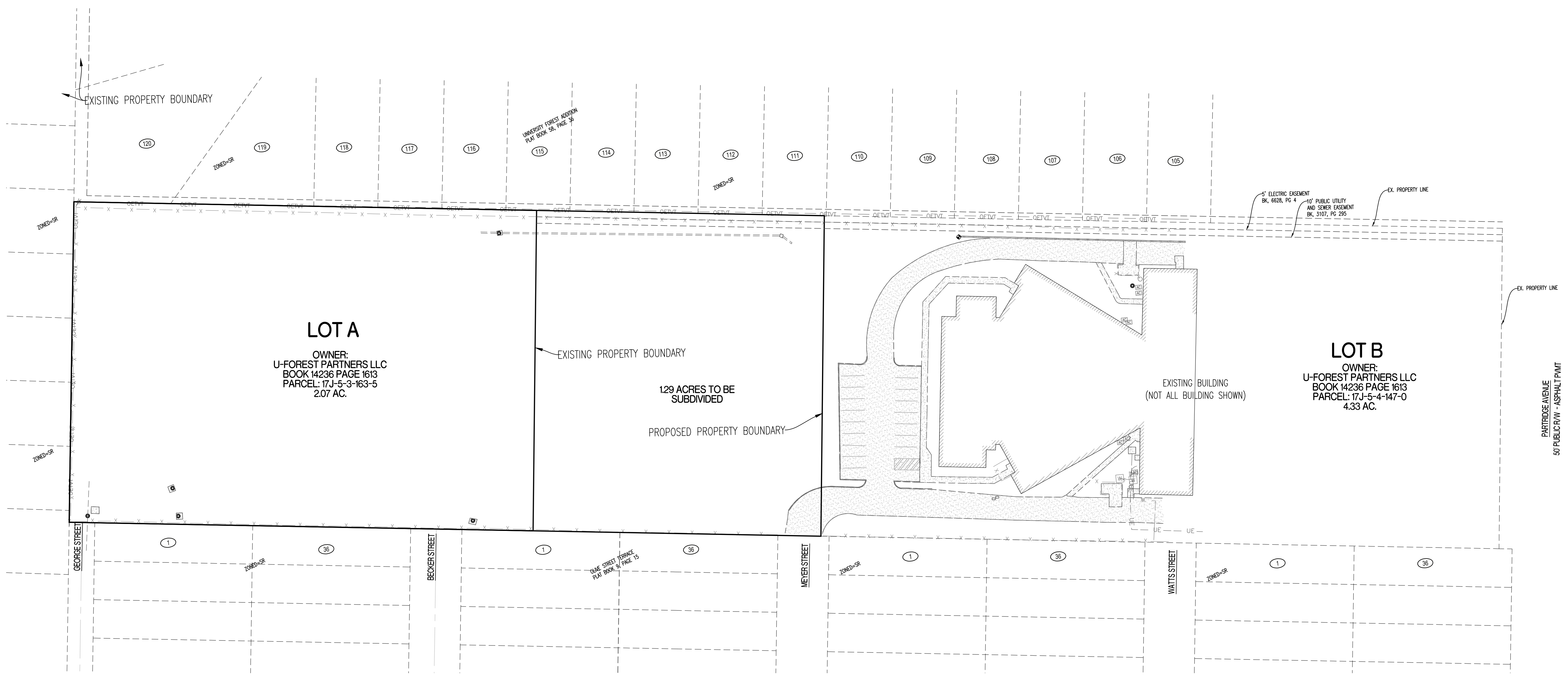
PREPARED BY:  
**CROCKETT**  
ENGINEERS & ARCHITECTS  
1000 N. WILSON BLVD.  
COLUMBIA, MISSOURI 65203  
(314) 487-0299  
www.crockettengineering.com  
Crockett Engineering Consultants, LLC  
Missouri Certificate of Authority  
#000000001

DEVELOPER:  
DIAMOND SENIOR OF UNIVERSITY CITY, LP  
6677 N. LINCOLN AVE., SUITE 400  
LINCOLNWOOD, ILLINOIS 60712

## DIAMOND SENIOR APARTMENTS UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

DRAWING INCLUDES:  
  
PROPOSED  
SUBDIVISION

DESIGNED: KRM  
DRAWN: KRM  
PROJECT NO: 210296  
SHEET:  
CE 3



CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT NO. 200332 - SCHEDULE A:

TRACT 1:  
Lot B of UNIVERSITY FOREST ADDITION, according to plat thereof recorded in Plat Book 338 page 40 of the St. Louis County Records, St. Louis County, Missouri.  
(TRACT 1 IS THE SUBJECT OF THIS SURVEY.)

CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT NO. 200332 - SCHEDULE B, SECTION II:

Numbers correspond with survey-related Schedule B exception items contained in the above referenced Title Commitment.

- 11. Easement reserved in General Warranty Deed recorded May 1, 1953 in Book 3107 page 295. (The "Tract 1 Survey"). (Tract 1) (AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)
- 12. Easement in favor of Union Electric Company recorded November 20, 1972 in Book 6628 page 4, and shown on the Tract 1 Survey. (Tract 1) (AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)
- 13. Easement in favor of Union Electric Company recorded November 30, 1989 in Book 8659 page 1370. (Tract 1) (AFFECTS THE SUBJECT PROPERTY - CANNOT BE PLOTTED UNDERLYING SKETCH NOT PROVIDED)
- 14. Building lines, restrictions, utility, drainage, storm sewer, sanitary sewer, and waterline easements shown on the plat of UNIVERSITY FOREST ADDITION recorded August 28, 1995 in Plat Book 338 page 40, and shown on the Tract 1 Survey. (Tract 1) (AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

SURVEYOR'S OBSERVATIONS:

Overhead Utility lines near the southeast corner of the subject property are located outside of discernible easements. Note: This line may be the subject of the electric easement granted in Book 8659 Page 1370, which refers to an unrecorded sketch.

FLOOD ZONE:

By scaled map location and graphic plotting only, the subject property appears to lie entirely in Zone X-Unshaded (Areas determined to be outside the 0.2% annual chance floodplain) according to the Flood Insurance Rate Map for the County of Saint Louis, State of Missouri, Community Panel No. 29189C0212K, Effective Date February 4, 2015.

MISCELLANEOUS NOTES:

- 1. There is direct access to the subject property via Partridge Avenue and Meyer Street, public rights-of-way.
- 2. The location of the underground utilities shown herein have been obtained by searches of available records, diligent field check, and field verified where accessible only. It is believed that they are essentially correct, but their accuracy or completeness is not guaranteed; therefore the contractor is urged to proceed with caution, follow the procedure for contacting the utility protection service prior to commencing construction, and field verify for accuracy, location and conditions.
- 3. The posted address on site is 1301 Partridge Avenue, University City, Missouri.
- 4. At the time of this survey, there was no observable surface evidence of earth moving work, building construction or building additions within recent months.
- 5. At the time of this survey, there was no observable evidence of the subject property being used as a solid waste dump, sump or sanitary landfill.
- 6. At the time of this survey, there was no observable evidence of any recent changes in street right-of-way lines either completed or proposed, and available from the controlling jurisdiction.
- 7. At the time of this survey, there was no observable evidence of any recent street or sidewalk construction or repairs.
- 8. The Property surveyed and shown herein is the same property described in Schedule A of Chicago Title Insurance Company Title Commitment No. 200332 with an effective date of January 21, 2020.
- 9. No aerial photography, remote sensing or laser scanning were used in the preparation of this survey.
- 10. At the time of the survey, no party walls were observed.
- 11. There were no wetlands flagged on the subject property at the time of the survey, nor has the surveyor been provided with maps or an environmental assessment report showing location of potential wetlands.
- 12. There are no appurtenant easements listed in the above referenced title commitment.

BASIS OF BEARING:

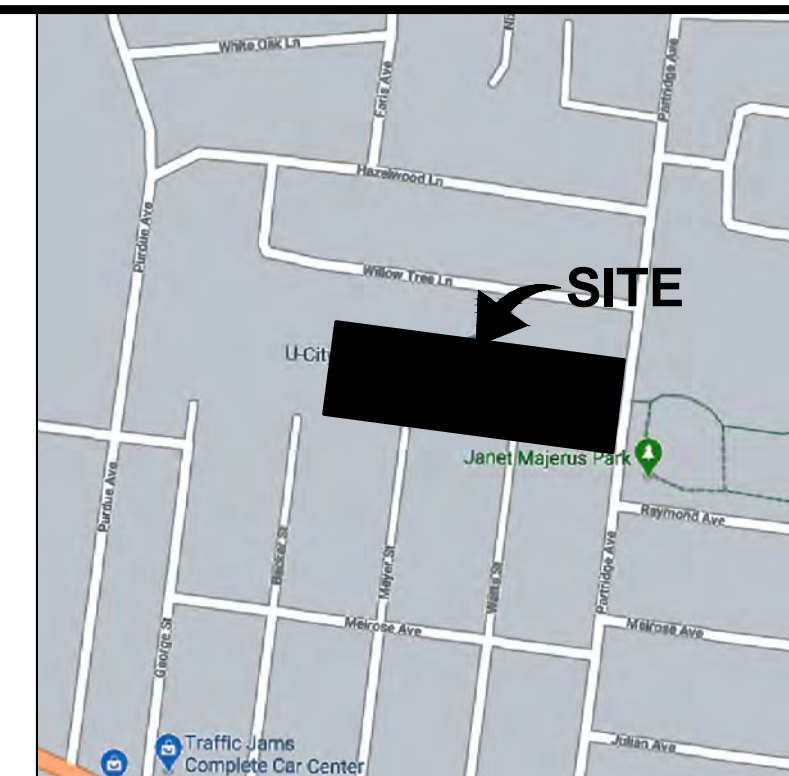
The basis for all bearings herein is the north line of subject property, shown as bearing S 82°29'08" E on the plat recorded in Book 338 at Page 40, of the St. Louis County Records.

ZONING:

Zoning Classification: PA (Public Activity)  
Building Setbacks:  
Minimum right-of-way setback=No building shall be located within fifteen (15) feet of a street right-of-way.  
Minimum property line setback=No building setback is required from a property line (as distinguished from a right-of-way line), except where a lot abuts an existing residential use in the "PA" district, a residential district or abuts an alley right-of-way which separates the use from a residential district. Under these conditions, the minimum building setback requirement shall be twenty-five (25) feet from the applicable property line(s). Also see Article V "Supplementary Regulations", Division 6 for screening requirements. Where a property line setback is not required, but a building is set back off the property line, then it shall be set back at least five (5) feet  
Maximum Building Height: Except as provided for in Article V "Supplementary Regulations", Section 400.1030, and paragraph (2) below, no building shall exceed thirty-five (35) feet in height  
2. Upon conditional use permit approval (see Article XI, "Conditional Uses"), buildings may exceed the height limit specified above, subject to the following increases in minimum building setbacks:  
a. Right-of-way setback. The minimum building setback shall be increased by one (1) foot for each two (2) feet, or portion thereof, of increased building height, provided however, that the setback from the right-of-way does not have to exceed one hundred (100) feet.  
b. Property line setback. The minimum building setback shall be fifteen (15) feet plus one (1) foot for each two (2) feet, or portion thereof, of increased building height, provided however, that the setback from the property line does not have to exceed fifty (50) feet, except when adjacent to an "SR" or "LR" district. When adjacent to an "SR" or "LR" district, the minimum building setback shall be twenty-five (25) feet plus one (1) foot for each two (2) feet, or portion thereof, of increased building height, provided however, that the setback from the property line does not have to exceed eighty (80) feet.

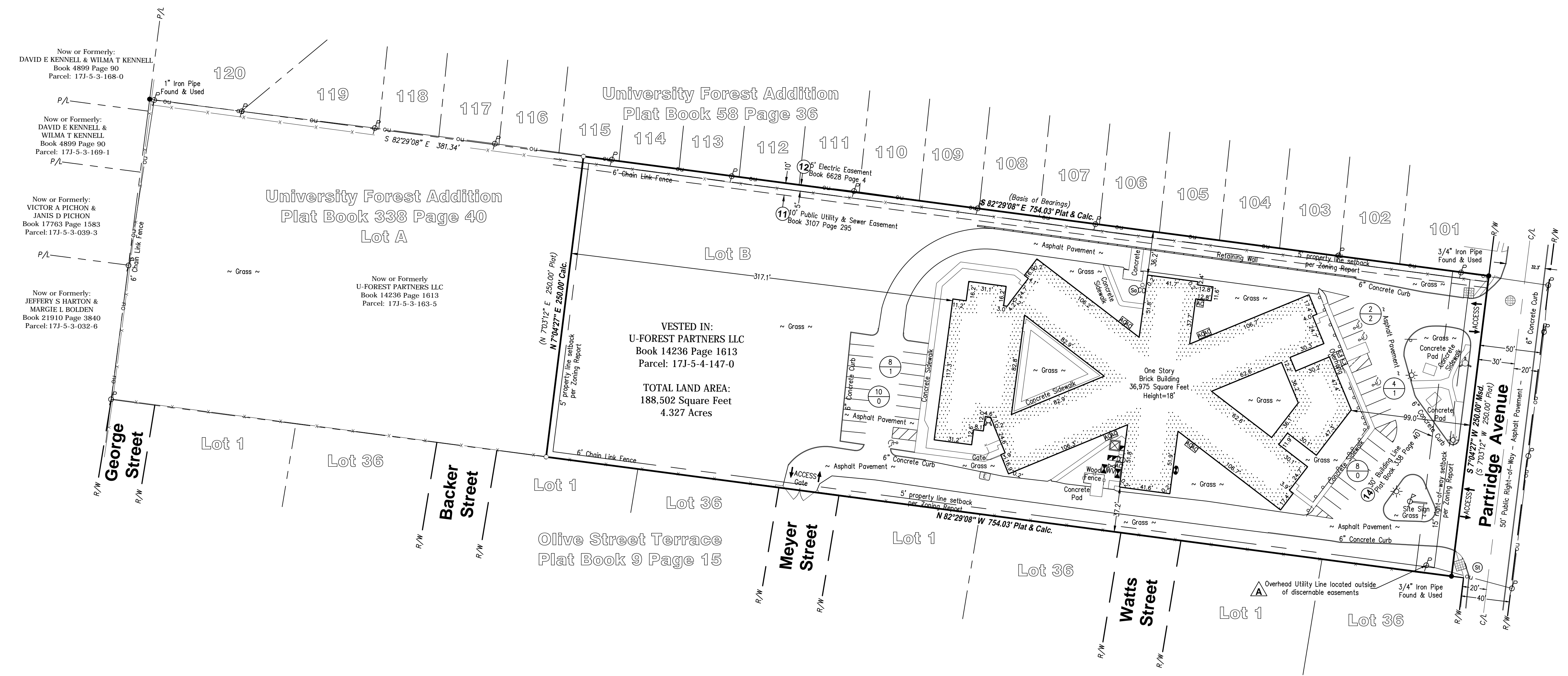
Parking Ratio: Convalescent and nursing homes  
1 space for every 3 patients based on designed maximum capacity  
120 beds / 3 beds = 40 spaces required

This zoning information is taken from a zoning report compiled by Millman National Land Services under Project MZ# 18453, dated March 26, 2020.



SYMBOL LEGEND

- Surveyor's Observation
- Schedule B-Section II Item
- Calculated
- Measured
- Right-of-Way
- Adj. Property Line
- Centerline
- Monumentation Found as Noted
- 5/8" Iron Pin w/ Cap Set
- Stamped "MILLMAN 3303420723"
- No. of Regular Parking Spaces
- No. of Handicap Parking Spaces
- Catch Basin
- Canopy Support Post
- Storm Manhole
- Cleanout
- Sanitary Manhole
- Fire Hydrant
- Water Stand Pipe
- Water Valve
- Water Meter
- Gas Meter
- Electric Transformer
- Air Condition Unit
- Electric Vault
- Handicap Space
- Sign
- Flag Pole
- Light Pole
- Utility Pole
- Fence (As Noted)
- Wood Fence (As Noted)
- Overhead Utilities
- Wall (As Noted)
- No Parking Area
- Building Area
- Platted



TOTAL LAND AREA:  
188,502 Square Feet  
4.327 Acres

PARKING:  
32 Parking Spaces  
4 Handicapped Spaces  
36 Total Parking Spaces

CERTIFICATION:  
To: GUTNICKI LLP; Chicago Title Insurance Company, Greystone Funding Company LLC, a Delaware limited liability company, U.S. Department of Housing and Urban Development (HUD), its successors or assigns as their interests may appear; and UFM Property LLC, a New Jersey limited liability company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 7(e), 7(b)(1), 7(c), 8, 9, 10(a), 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 of Table A thereof. The field work was completed on May 8, 2020.

Date of Plat or Map: May 14, 2020.

I further certify that this survey was executed in accordance with the current Missouri Minimum Standards for Property Boundary Surveys.

By: S. Craig Davis, PLS  
Missouri Land Surveyor No. 2357  
For and on behalf of Millman Surveying, Inc.



REVISION HISTORY

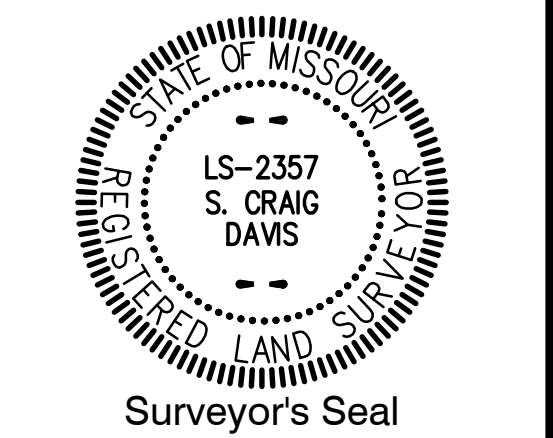
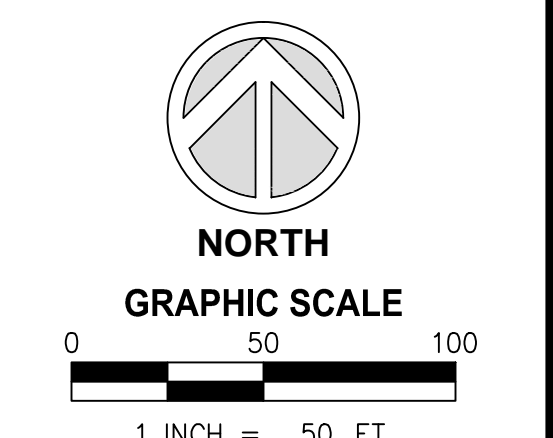
BY:	DATE:	COMMENT:
EMG	07/06/2020	CLIENT COMMENTS



Millman Surveying, Inc.  
Corporate Headquarters  
4111 Bradley Circle NW  
Canton, OH 44718  
Phone: 800-520-1010  
Fax: 330-342-0834  
www.millmanland.com  
landsurveyors@millmanland.com  
Millman Surveying, INC  
Missouri State Certificate of Authority  
#207000134

ALTA/NSPS LAND TITLE SURVEY

1301 Partridge Avenue  
City of University City  
County of St. Louis  
State of Missouri



Sheet No. 1 of 1

MSI Project No. 47409  
PC: JLL  
PM: GHS Drafter: MNB

Utilities are shown from field markings and plans provided at the time of this survey.



PEARL GRAY  
HARDIE SIDING

ACADEMY  
ACME BRICK

HEATHERED MOSS  
HARDIE SIDING

WEATHERED WOOD  
SHINGLES

WHITE ALUMINUM  
SOFFIT & FASCIA

WHITE VINYL  
WINDOWS

T/BEARING HGT.  
EL = 31'-4 7/8"

THIRD FLOOR  
EL = 22'-4 1/2"

SECOND FLOOR  
EL = 11'-8 5/8"

GROUND FLOOR  
EL = 0'-0"

# BUILDING ELEVATION

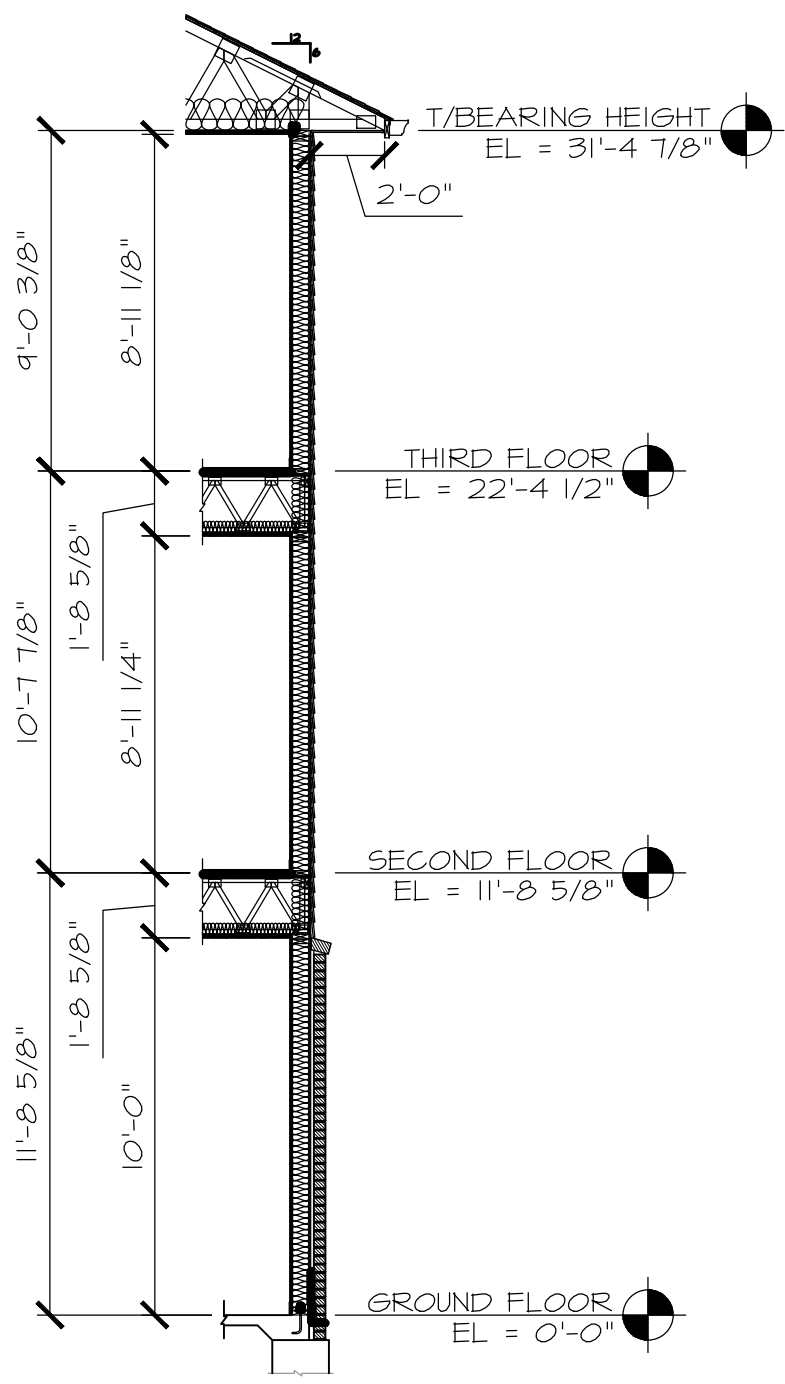
OCTOBER 2020



## DIAMOND SENIOR APARTMENTS

University City, Missouri





# TYP. WALL SECTION

SCALE: 3/16" = 1'-0"

JUNE 2021



## DIAMOND SENIOR APARTMENTS

University City, Missouri



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

DATE: July 12, 2021

**BILL NO. 9440**

**ORDINANCE NO.**

**AN ORDINANCE AMENDING SECTION 400.070 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE OFFICIAL ZONING MAP, BY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF PROPERTY AT 1309 PARTRIDGE AVENUE FROM PUBLIC ACTIVITY (“PA”) TO PLANNED DEVELOPMENT—RESIDENTIAL USE DISTRICT (“PD-R”); AND ESTABLISHING PERMITTED LAND USES AND DEVELOPMENTS THEREIN; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY.**

**WHEREAS**, Chapter 400 of the University City Municipal Code divides the City into several zoning districts, and regulates the character of buildings which may be erected in each of said districts, and the uses to which the buildings and premises located therein may be put; and

**WHEREAS**, the City Plan Commission examined an amendment of the Official Zoning Map of the City which changes the classification of property at 1309 Partridge Avenue from Public Activity (“PA”) to Planned Development-Residential Use District (“PD-R”); and

**WHEREAS**, the City Plan Commission, in a video conference meeting on June 23, 2021, considered said amendment and recommended to the City Council that it be enacted into an ordinance; and

**WHEREAS**, due notice of a public hearing to be held by the City Council in the City Council Chambers at City Hall at 6:30 p.m., on August 9, 2021, was duly published in the St. Louis Countian, a newspaper of general circulation within said City on July 16, 2021; and

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

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

Section 1. Chapter 400 of the University City Municipal Code, relating to zoning, is hereby amended by repealing the Official Zoning Map illustrating the zoning districts established pursuant to Section 400.070, and enacting in lieu thereof a new Official Zoning Map, thereby amending the Official Zoning Map so as to change the classification of property at Partridge Avenue from Public Activity (“PA”) to Planned Development-Residential Use District (“PD-R”). The following land uses and developments are hereby established as permitted uses in said PD-r District, subject to approval of a final development plan: elevator apartment dwellings.

Section 2. Said property at 1309 Partridge Avenue, totaling 3.36 acres, is more fully described with legal descriptions, attached hereto, marked Exhibit “A” and made a part hereof. It has a St. Louis County locator number of 17J541470.



Section 3. By Resolution No. \_\_\_\_\_, the City Council approved a preliminary development plan for 1309 Partridge Avenue, known as “Diamond Senior Apartments,” and authorized the preparation of a final development plan. A final development plan and plat (if applicable) must be approved by the City Council prior to the issuance of any building permits in connection with the development.

Section 4. This ordinance shall not be construed so as to relieve any person, firm or corporation from any penalty incurred by the violation of Section 400.070 of the University City Municipal Code, nor bar the prosecution of any such violation.

Section 5. Any person, firm, or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be subject to the penalties provided in Section 400.2570 of the University City Municipal Code.

Section 6. This ordinance shall take effect and be in force from and after its passage as provided by law.

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

CERTIFIED TO BE CORRECT AS TO FORM:

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

**EXHIBIT A – LEGAL DESCRIPTIONS FOR REZONING**

LOT A AND THE WESTERN 225' OF LOT B OF UNIVERSITY FOREST ADDITION, PER PLAT BOOK 388, PAGE 40, OF THE ST. LOUIS COUNTY RECORDS, ST. LOUIS COUNTY, MISSOURI WITHIN SECTION 3, TOWNSHIP 45 NORTH, AND RANGE 6 EAST OF THE 5TH FIFTH P.M., UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

DRAFT