



MEETING OF THE CITY COUNCIL  
VIA VIDEOCONFERENCE - ZOOM  
Monday, August 9, 2021  
6:30 p.m.

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

**City Council will Meet Electronically on August 9, 2021**

In 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 August 9, 2021 meeting will be conducted via videoconference.

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

**Webinar** via the link below:

<https://us02web.zoom.us/j/82783682120?pwd=a2o2bnVmT1dkVUVWUlp3bnBocXZlQT09>

Passcode: 114367

**Live Stream via YouTube:**

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

**Audio Only Call**

Or One tap mobile :

US: +13126266799,,82783682120# or +19292056099,,82783682120#

Or Telephone:

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

Webinar ID: 827 8368 2120

International numbers available: <https://us02web.zoom.us/j/82783682120>

**Citizen Participation and Public Hearing Comments:**

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

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

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

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



MEETING OF THE CITY COUNCIL  
VIA VIDEOCONFERENCE – ZOOM  
Monday, August 9, 2021  
6:30 p.m.

**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. APPROVAL OF AGENDA**

**D. PROCLAMATION**

1. Condolences - Betty L. Thompson

**E. APPROVAL OF MINUTES**

1. June 21, 2021 – Special Session Minutes
2. June 28, 2021 – Study Session Minutes – Annex & Trinity Building and Code Compliance Update
3. July 12, 2021 – Study Session Minutes – US Army Corps of Engineers – River Des Peres
4. July 12, 2021 – Regular Session Minutes

**F. APPOINTMENTS to BOARDS & COMMISSIONS**

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

1. James Crowe was sworn into the Park Commission in the Clerk's office on July 20, 2021

**H. CITIZEN PARTICIPATION**

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

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

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

**I. PUBLIC HEARINGS**

1. 2022 Community Development Block Grant (CDBG) Allocation

**J. CONSENT AGENDA**

1. Found by the Pound Lease Agreement
2. Edward Byrne Memorial Justice Grant (JAG) Program – FY 2021 Local Formula Solicitation
3. Golf Course Driving Range Engineering Contract
4. Graphics Printer Purchase
5. Tree Removal Bid Acceptance
6. Ackert Park Renovations Contract
7. Heman Park Improvements Contract
8. Funding Allocation – Code Enforcement Vehicle

**K. UNFINISHED BUSINESS**

*Bills*

1. **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.”

2. **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.
3. **Bill 9438** – AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS “8400 DELMAR BOULEVARD”
4. **Bill 9439** – AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR THE PROPOSED 8400 DELMAR DEVELOPMENT LOCATED AT 8400 DELMAR BOULEVARD

**L. NEW BUSINESS**

*Bills*

1. **Bill 9441** – AN ORDINANCE AMENDING SECTION 115.270 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO PARKS AND RECREATIONAL FACILITIES DESIGNATED, SO AS TO CHANGE THE NAME OF KINGSLAND PARK TO WELSCH PARK.
2. **BILL 9442** – AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS “TIVOLI BUILDING CONDOMINIUM”
3. **BILL 9443** – AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS “#801 SWARTHMORE LANE CONSOLIDATION PLAT”

**M. COUNCIL REPORTS/BUSINESS**

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
3. Boards, Commissions and Task Force minutes
4. Other Discussions/Business
  - a) **Police Explorers Program (Requested by Councilmembers Smotherson and Clay)**  
DISCUSSION AND VOTE

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

**O. COUNCIL COMMENTS**

**P. 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

**Q. ADJOURNMENT**

Posted 6<sup>th</sup> day of August 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 Betty L. Thompson, and

**WHEREAS**, Betty L. Thompson, was the first African American female elected to the City Council of University City, Missouri, in 1980 and served faithfully until 1997, and

**WHEREAS**, in 1997 Betty L. Thompson, was elected to the Missouri State House of Representatives, for the newly formed 72<sup>nd</sup> District and went on to become the Majority Whip for the House of Representatives, and

**WHEREAS**, in 2007, in honor and recognition of her passion for the people of University City, the walking trail in Millar Park was officially named the Betty L. Thompson Walking Trail, and

**WHEREAS**, Betty L. Thompson received numerous awards for her community involvement including the Gwen Giles, Outstanding Legislative Mother of the Year Award from the Senate; KMOX and Suburban Journal Women of Achievement Award and the Martin Luther King Leadership Award from the St. Louis MKL Support Group and many more, and

**WHEREAS**, Betty L. Thompson strived for and encouraged others by advocating for equality, non-violence, civil rights and was a role model for women of color in politics and other leadership roles, and

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

**WHEREAS**, Betty L. Thompson was a devoted wife, mother, grandmother, a kind, generous and compassionate woman who was sincerely committed to making this world a better and more just place for everyone.

**NOW, THEREFORE**, in recognition of Betty L. Thompson'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 22<sup>nd</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, but **the public may only observe and attend the June 21, 2021 meeting by using the options adopted on or about March 20, 2020.**

**STUDY SESSION**  
FY22 OPERATING BUDGET & CIP  
CITY HALL, Fifth Floor  
6801 Delmar Blvd., University City, Missouri 63130  
**Monday, June 21, 2021**  
**5:30 p.m.**

**AGENDA**

Requested by City Manager Gregory Rose

**1. MEETING CALLED TO ORDER**

At the Study Session of the City Council of University City held, on Monday, June 21, 2021, Mayor Terry Crow called the meeting to order at 5:35 p.m.

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

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr.; Director of Finance, Keith Cole; Director of Parks, Recreation & Forestry, Darren Dunkle; Director of Planning & Development, Clifford Cross, and Director of Public Works, Sinan Alpaslan.

**2. CHANGES TO REGULAR AGENDA**

No changes were requested, and no actions were taken to approve the Agenda as presented.

**3. PUBLIC HEARING**

Fiscal Year 2022 Annual Budget and Capital Improvements

Mayor Crow opened the Public Hearing at 5:35 p.m. After acknowledging that no public comments had been received, he closed the hearing at 5:36 p.m.

**4. PROPOSED FY2022 ANNUAL OPERATING BUDGET**

Mr. Rose stated he would like to start by recognizing Keith Cole and his staff who did a lot of the heavy lifting to put this document together.

The City must preserve its strong financial position for as long as possible since no one can say with certainty how long the pandemic will last. As a result, the Proposed Annual Operating Budget and Capital Improvement Program for FY2022 balances the need to move towards normal operations, reward essential employees for their work in this challenging environment and maintain the City's strong financial position. Mr. Rose stated all of these things would not be possible without the federal assistance the City will receive from the American Rescue Plan funding.

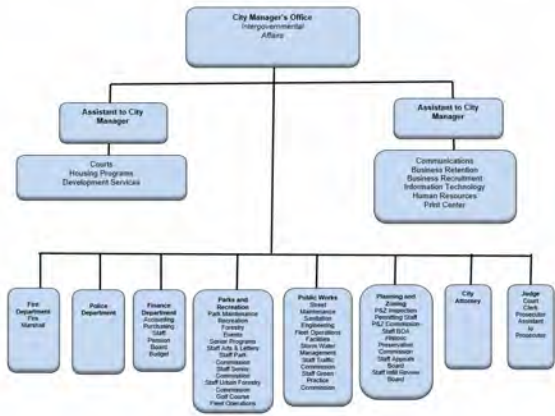
**Priorities**

The Proposed Budget was put together with several priorities in mind:

- Economic Development
- Public Safety
- High-Quality Growth

- Prudent Fiscal Management
- Infrastructure
- Community Quality of Life Amenities
- Employees

### Organizational Structure



### Resident Property Tax Bill Where does it all go?

Description	Rate/\$100	% of Tax Bill
State of Missouri	0.0300	0.4%
St. Louis County	0.4430	5.8%
Community College	0.1987	2.6%
Special School District	1.1077	14.4%
Metro Zoo Museum District	0.2532	3.3%
University City School District	4.4003	57.4%
<b>City of University City</b>	<b>0.6100</b>	<b>8.0%</b>
University City Library	0.3650	4.8%
Miscellaneous	0.2588	3.3%
<b>Total</b>	<b>\$ 7.6667</b>	<b>100.0%</b>

### Resident Property Tax Bill

Example: House Market Value - \$200,000

Assessed Value \$38,000 (19% of Market Value)

Tax Bill = 38,000 x 7.6667 / 100 = \$2,913

Description	Amount	% of Tax Bill
State of Missouri	\$ 12	0.4%
St. Louis County	169	5.8%
Community College	76	2.6%
Special School District	419	14.4%
Metro Zoo Museum District	96	3.3%
University City School District	1,672	57.4%
<b>City of University City</b>	<b>233</b>	<b>8.0%</b>
University City Library	140	4.8%
Miscellaneous	96	3.3%
<b>Total</b>	<b>\$ 2,913</b>	<b>100.0%</b>

### Major FY2022 Highlights

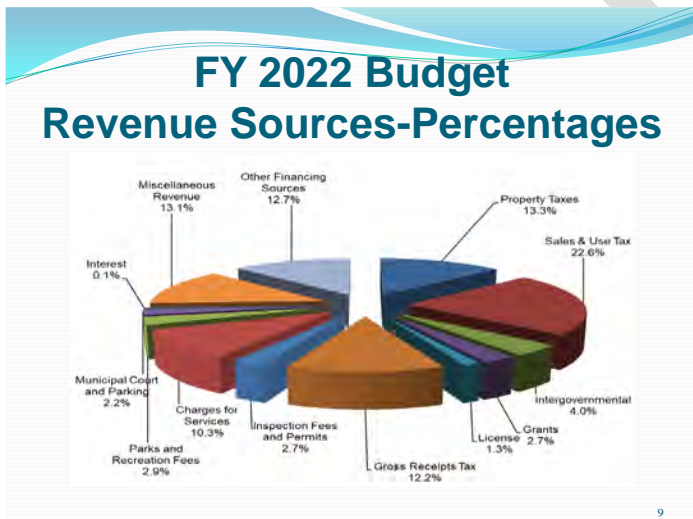
- Continue Strong Financial Position
- Same Property Tax Rate as FY21
- Targeted 1.7% COLA (Cost of Living Allowance)
- Funding Bill for Broadband Study
- Funds Pensions at Recommended Levels
- Creates TIF Funds
- Creates An American Rescue Act Fund

- Exceeds Mandatory General Fund Reserve Balance

### FY 2022 Budget Revenue Sources - All Funds

	Amount	Percentage
Property Taxes	\$ 6,573,400	13.3%
Sales & Use Tax	11,210,000	22.6%
Intergovernmental	2,007,985	4.0%
Grants	1,316,000	2.7%
License	665,000	1.3%
Gross Receipts Tax	6,051,000	12.2%
Inspection Fees and Permits	1,327,000	2.7%
Charges for Services	5,108,000	10.3%
Parks and Recreation Fees	1,417,090	2.9%
Municipal Court and Parking	1,068,725	2.2%
Interest	66,550	0.1%
Miscellaneous Revenue	6,479,575	13.1%
Other Financing Sources	6,317,320	12.7%
<b>Total Revenue</b>	<b>\$ 49,607,645</b>	<b>100.0%</b>

The largest share of revenue received by the City is from the Sales & Use Tax.



This chart provides a good example of why economic development and diversification of the local economy are so important.

- ❖ *In the past, the City has been heavily reliant on property taxes, however today; the Hancock Amendment limits the amount of those increases.*

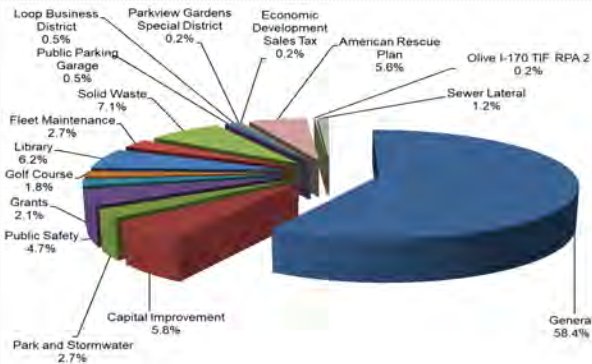
## FY 2022 Budget Expenditures - All Funds

	Amount	Percentage
General	\$ 27,714,735	58.4%
Capital Improvement	2,739,255	5.8%
Park and Stormwater	1,278,850	2.7%
Public Safety	2,238,595	4.7%
Grants	998,000	2.1%
Golf Course	863,830	1.8%
Library	2,957,589	6.2%
Fleet Maintenance	1,291,020	2.7%
Solid Waste	3,388,720	7.1%
Public Parking Garage	241,005	0.5%
Loop Business District	247,750	0.5%
Parkview Gardens Special District	93,300	0.2%
Economic Development Sales Tax	98,370	0.2%
American Rescue Plan	2,671,860	5.6%
Olive I-170 TIF RPA 2	75,000	0.2%
Sewer Lateral	549,970	1.2%
<b>Total Expenditures</b>	<b>\$ 47,447,849</b>	<b>100.0%</b>

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The General Fund is utilized to pay for most of the services the City provides.

## FY 2022 Budget Expenditures-Percentages



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### FY2020 General Fund Highlights

- Add 2 Compliance Officer Positions
- Add 1 Senior Planner Position
- Reduces IT, Specialist, to Part-time
- Restore 1 Building Inspector Position
- Funds the Visioning Process
- Funds the Comprehensive Plan Update
- Funds the Housing Demolition Program
- Establishes 36 Percent Reserve Balance



## FY 2022 General Fund Revenue Sources

	Amount	Percentage
Property Taxes	\$ 3,597,350	13.0%
Sales & Use Tax	6,175,000	22.3%
Intergovernmental	2,238,000	8.1%
License	636,000	2.3%
Gross Receipts Tax	6,051,000	21.8%
Inspection Fees and Permits	1,327,000	4.8%
Charges for Services	1,144,000	4.1%
Parks and Recreation Fees	667,090	2.4%
Municipal Court and Parking	872,100	3.1%
Interest	60,000	0.2%
Miscellaneous Revenue	399,875	1.4%
Other Financing Sources	4,547,320	16.4%
<b>Total Revenue</b>	<b>\$ 27,714,735</b>	<b>100.0%</b>

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Other Financing Sources include transfers-in from various funds and the American Rescue Plan.

## FY 2022 General Fund Revenue Sources-Percentages



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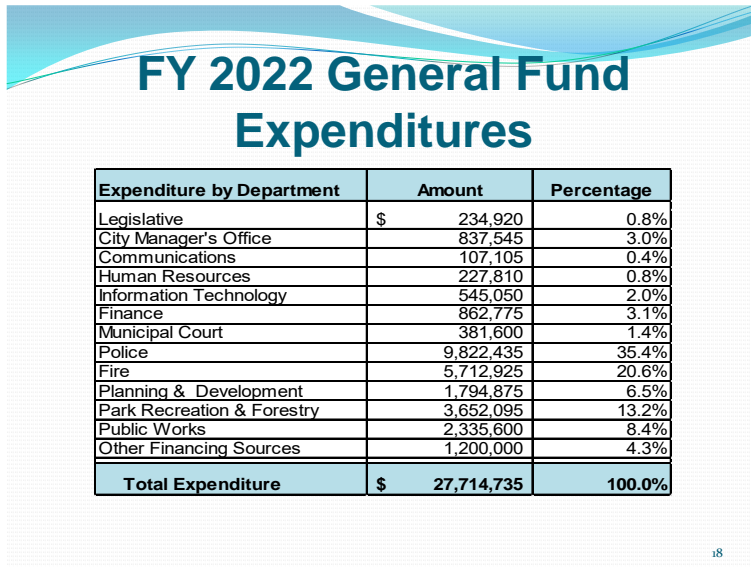
### FY2022 General Fund - Transfers-In

• Public Safety Fund	\$1,105,500
• Parks & Stormwater	\$ 341,280
• Golf Course	\$ 53,220
• Parking Garage	\$ 118,220
• Sewer Lateral	\$ 57,240
• Capital Fund	\$ 600,000
• American Rescue Plan	\$2,121,860
• Olive I-170 TIF RPA 2	<u>\$ 75,000</u>
Total Transfers In	<u>\$4,472,320</u>

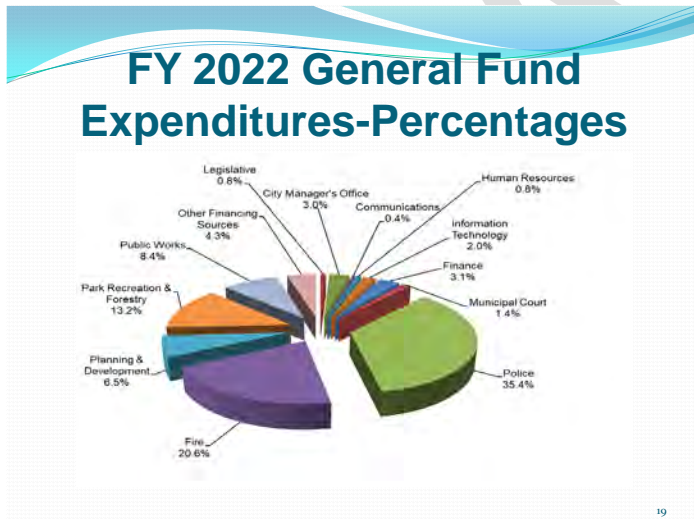
- ❖ *Funds from the American Rescue Plan will primarily be used to cover the cost of essential workers.*
- ❖ *Staff believes that they will be able to identify different funding sources; i.e., CDBG and General funds, for the \$75,000 related to the Olive I-170 TIF RPA 2.*

**FY2022 General Fund - Transfers-Out**

- Fleet Internal Service Fund \$1,200,000
- Total Transfers Out \$1,200,000



The vast majority of General Fund expenditures are associated with Public Safety.



**General Fund Summary**

- Total Revenues: \$27,714,735
- Total Expenditures: \$27,714,735
- Ending Fund Balance: \$ 9,691,146

**Department Highlights**

**City Manager's Office**

- Funds Citizen Satisfaction Survey; approximately \$25,000
- Funds a Visioning Process; oversight by Gabby Macaluso
- Funds ROARS Distribution
- Reduced IT Specialist to Part-time
- Maintains Communications Oversight

- Returns Parking Garage Oversight to Brooke Smith
- Returns Economic Development Oversight to Gabby Macaluso
- Provides for Housing Program Oversight by Brooke Smith

#### **Finance Department**

- Restores Funding for Frozen Accounting Position
- Provides Funding for Annual Audit

#### **Municipal Courts**

- Maintains Current Service Levels

#### **Police Department**

- Maintains Current Staffing Levels
- Funds Renovation of Annex
- Funds Surveillance Cameras
- Funds Police Car Replacement Purchases

#### **Fire Department**

- Maintains Current Staffing Levels
- Proposes Funding for Training Officers' Vehicle
- Provides Final Allocation of Ambulance Replacement Funding; \$150,000
- Funds SCBA Bottle Purchase

#### **Public Works**

- Funds Renovation of Trinity Building
- Funds Street Maintenance Program
- Funds Curb and Sidewalk Maintenance Program
- Funds Westgate Improvements
- Absorbs Recycling Costs; currently costs; \$700,000 annually. Previously, these costs were offset by the sale of recycled products, which are no longer being accepted.
- Proposes Funding for Two Dump Truck Replacements
- Proposes Funding for Drexel Avenue Reconstruction

#### **Planning & Development**

- Adds Sr. Planner Position
- Adds 2 Code Compliance Officers
- Eliminates 1 Advanced Clerk Typist
- Proposes Funding for Comprehensive Plan Update
- Proposes Funding for Demolition Program
- Restores Funding for 1 Building Inspector Position

#### **Parks, Recreation & Forestry**

- Oversight of Fleet Maintenance by Darren Dunkle
- Proposes Funding for Centennial Commons Indoor Turf Replacement
- Proposes Funding for Driving Range Repair
- Proposes Funding for Green Mower Replacement
- Proposes Funding for Tree Replacement
- Proposes Funding for Hazardous Tree Removal

## **Other Funds**

### **Summary - Public Safety Sales Tax Fund**

- Total Revenues: \$2,101,500
- Total Expenditures: \$2,238,595
- Ending Fund Balance: \$ 48,464

❖ *This fund needs to be closely monitored.*

### **Summary - Capital Improvement Fund**

- Total Revenues: \$2,102,000
- Total Expenditures: \$2,739,255
- Ending Fund Balance: \$ 249,152

### **Summary - Park & Stormwater Fund**

- Total Revenues: \$ 861,000
- Total Expenditures: \$1,278,850
- Ending Fund Balance: \$ 853,333

### **Summary - EDRST Fund**

- Total Revenues: \$ 475,700
- Total Expenditures: \$ 98,370
- Ending Fund Balance: \$1,862,392

❖ *The vast majority of these expenditures are related to the salary of the Board's Executive Director, Rachelle L'Ecuyer.*

### **Summary - Olive/1-170 RPA 2**

- Total Revenues: \$2,988,000
- Total Expenditures: \$ 75,000
- Ending Fund Balance: \$2,925,000

### **Summary - American Rescue Plan**

- Total Revenues: \$3,000,000
- Total Expenditures: \$2,671,860
- Ending Fund Balance: \$ 328,140

❖ *Total Revenues represent a very conservative estimate of the amount anticipated, which is less than what the City received from the Missouri Municipal League.*

## **On The Horizon**

- Budget Amendments
- Pandemic Not Over
- Funding Construction/Renovation of Annex and Trinity Building
- Solid Waste Rate Increase
- Fire Quarter Cent Sales Tax Increase

❖ *In an attempt to minimize the cost of funding the construction/renovation of the Annex and Trinity Building, Mr. Rose will be working with the Finance Director to determine if there are any other options available from the City's existing revenues.*

❖ *There are two issues associated with the rationale behind seeking approval for a Quarter Cent Sales Tax increase:*

1. *To strengthen the Pension Fund, and*
2. *The need for a third ambulance*

Councilmember Cusick asked Mr. Rose if he could elaborate on what the funds from the American Rescue Plan will be used for? Mr. Rose stated the funds will enable the City to cover some of the costs associated with essential workers in public safety by providing competitive wages and benefits. The City will receive two allotments, one in FY2022, and the other in FY2023, neither of which provides the City with an option to set any of the money aside. He stated the use of these funds will also have to be reported to the State and the Federal Government, which have pretty strict guidelines for how the funds can be used.

Councilmember Smotherson asked if the Rescue Funds could be used for infrastructure? Mr. Rose stated the restrictions are narrowly defined and can only be used for some infrastructure related to stormwater projects and broadband studies; which he intends to bring before Council in the near future. Councilmember Smotherson asked if it also restricted street improvements? Mr. Rose stated although the City and several other jurisdictions are taking a closer look at that issue, at this point, there is nothing in the Bill indicating that streets can be included. He stated the funds are really targeted at ensuring that jurisdictions are not placed in the position of having to lay off their public safety employees.

Councilmember Smotherson asked how the funds would be used for the Visioning Process? Mr. Rose stated on the twenty-eighth, Council will be presented with a contract to engage Future iQ to conduct the Visioning Process. He stated initially, the Visioning Process and Comprehensive Plan Update were combined as one project. However, when staff identified two firms with vast expertise in one discipline but not the other, they decided to separate the projects instead of trying to find one firm with expertise in both areas.

Councilmember McMahan stated in past budgets his understanding is that most of the street construction is covered under contractual services. And it looks like those numbers went down in 2018, and are back up again in this budget. So, is it correct, that when you compare those two years street maintenance has increased by about \$400,000 when you combine all of the funds? Both Mr. Rose and Mr. Alpasian concurred that the \$400,000 estimate was correct. Mr. Rose stated each year the City pursues grants for street improvements so the cost of those improvements tends to fluctuate.

Councilmember McMahan stated since this budget includes the beginning of summer next year, is staff looking to authorize adding any new positions related to summer programs, or will they even be looking at bringing some of the previous programs back in-house? Mr. Rose stated he is still proposing to use the same contract services for lifeguards, which is roughly \$284,000. But with regards to programs, he would like to allow Mr. Dunkle an opportunity to work with his staff to evaluate all of the programs previously offered to determine whether they should return. And if necessary, he will come back to the Mayor and Council with a budget amendment.

Councilmember Clay stated the ability of Council and the public to start getting more granular with the expenditures associated with the American Rescue Plan and Olive I-170 would be of some benefit. So, will Council start to receive a line item accounting of these items in its quarterly budget updates? Mr. Rose stated the City is required to report the use of the Rescue Plan funds to both the State and Federal Government, so he intends to provide Council with that document. And he could include the details for any expenditure related to the Olive I-170 Project in the quarterly updates.

Councilmember Clay stated it appears that under finance 21,000 payments were received, but only 3,000 of them were made online. Does staff have any ideas on how to boost the percentage of these online payments because it seems like a much more efficient process for citizens to utilize? Mr. Rose stated the direction they are heading is to make this process easier for citizens. However, there is typically a 2 percent transaction fee associated with online transactions that some folks might view as an unnecessary expense.

Councilmember Clay asked how many inspectors the City should have if it was fully staffed? Mr. Cross stated while he anticipates having five building inspectors, to be fully staffed there would be six.

Councilmember Clay stated he is excited about the addition of the Senior Planner position and would like to learn more about what their responsibilities will entail? Mr. Rose stated Mr. Cross will need this additional capacity for developing the Comprehensive Plan and Zoning Ordinance updates. Currently, he is taking on the roles of the Planning & Development Director and Zoning Administrator, so having the Senior Planner assist him in some of the day-to-day application reviews will be extremely beneficial.

Councilmember Smotherson stated he did not see any plans for Greensfelder Park in the FY2022 highlights under Parks & Recreation and wondered if it had been removed from the budget? Mr. Dunkle stated Greensfelder Park has been in front of the Parks Commission for almost a year and they decided to postpone making any recommendations about the future of this park until their July meeting.

Mayor Crow asked if there were any changes to the conditions for COLA since the previous budget had a different amount than the one listed in this budget. Mr. Rose stated staff contacted the firm that previously performed the comprehensive review of the City's salaries and benefits to determine exactly where the City was in comparison to the marketplace. They responded that the 1.7 cost of living allowance was appropriate and should be utilized across the board. However, he was not convinced 1.7 percent was appropriate since it had the potential to give employees a 7 percent increase. So, what he is proposing for FY2022, is that employees at the end of their salary range receive a 1.7 percent COLA increase, and employees within their salary range become eligible for a 5 percent increase based on merit.

Mayor Crow stated it seems rather odd that the third and fourth highest sources of revenue which represent 25 percent of the City's budget are identified as Miscellaneous and Other. So, to establish the appropriate oversight he would like to see the revenue for these categories delineated so that everyone has a better understanding of what each one entails.

He then asked for the status of the Police Department's Body Camera Program? Mr. Rose stated the City is moving forward with the continued purchase of body cameras, but to provide more details he would like an opportunity to talk with Captain Lemons. Mayor Crow informed Mr. Rose that he could provide any additional details at Council's Regular Session.

Mayor Crow asked if both the EDRST Board and Council could be provided with an update on the EDRST Loan Program?

He then asked if the potential broadband study would be an expansion or enhancement to the current study? Mr. Rose stated he does not know whether this should be categorized as an expansion, but what he will be proposing is a review of the entire City to determine whether it is positioned to recruit businesses that might be dependent on this service. He stated there are still a lot of unknowns about how the City is structured, and if it is deficient, a strategy can be developed to make the necessary improvements.

Councilmember Cusick stated he did not recall seeing the Parkview Gardens Associations' budget which he thought had to be approved on an annual basis similar to LSBD's budget.

Mr. Rose stated although he would have to confer with Mr. Cole to be certain, his belief is that Parkview Gardens' budget had been included. Because they are a subsidiary of the City their budget should be approved by Council.

Mr. Rose informed Council that he would be looking to schedule a special Zoom meeting later in the week to consider the budget. We would normally wait until the Monday meeting, but the Charter requires that Council consider the budget on or before June 27<sup>th</sup>.

## **5. ADJOURNMENT**

Mayor Crow thanked everyone and adjourned the Study Session at 6:24 p.m.

LaRette Reese  
City Clerk

On March 20, 2020, City Manager Gregory Rose declared a State of Emergency for the City of University City due to the COVID-19 Pandemic. Due to the ongoing efforts to limit the spread of the COVID-19 virus, the meeting will be in person at City Hall, but **the public may not observe and attend in person but may observe and attend the June 28, 2021 meeting as it has been able to do since on or about March 20, 2020.**

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## **STUDY SESSION**

### **Annex & Trinity Building Renovations for Police and Courts and Code Enforcement/Software Update**

CITY HALL, Fifth Floor  
6801 Delmar Blvd., University City, Missouri 63130

**June 28, 2021**

**5:30 p.m.**

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

## **AGENDA**

### **1. MEETING CALLED TO ORDER**

At the Study 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 5:31 p.m.

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, and City Attorney, John F. Mulligan, Jr.; Director of Planning & Development, Clifford Cross; Principal, Amy Gilbertson and Project Manager, Amanda Truemper of Trivers, and Justice Expert, Bob Schwartz of HOK.

### **2. CHANGES TO REGULAR AGENDA**

No changes to the Agenda were requested.

### **3. ANNEX & TRINITY BUILDINGS RENOVATIONS FOR POLICE AND COURTS**


Mr. Rose stated this presentation from Amanda Truemper and Amy Gilbertson of Trivers, is to obtain Council's directions regarding the scope, process, and schedule of the Annex and Trinity building renovations.

Ms. Gilbertson stated the Program Overview is the result of Trivers' Space Needs Study, which determined what programs should be housed within the Annex, as well as City Hall, and the Trinity Building. Two components of the Space Needs Study were:

- ▶ A Public Survey - how can citizens better engage with City Government
- ▶ A Staff Survey - what staff needs to better serve the community

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</b>	<b>\$13,437,620</b>	<b>\$2,687,525<sup>26</sup></b>	<b>\$4,355,511</b>	<b>\$1,019,915</b>	<b>\$19,563,832<sup>191</sup></b>



1015 South Myers Road  
 Suite 1010  
 Oakbrook Terrace, IL 60181  
 630.678.0800  
 www.CCSAlliance.com

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

**Final Cost Estimates after the Space Needs Study.**

Site work includes:

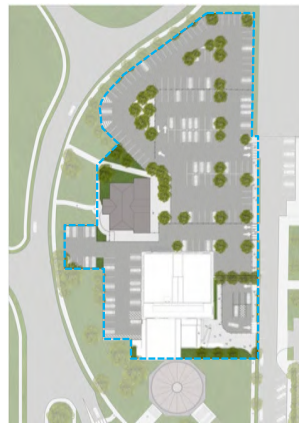
- ▶ The removal of trailers on the parking lot
- ▶ Site improvements for community access and accessibility to the buildings

Project Area



Trivers

Existing



Proposed



N

**Left photo represents the existing condition; right photo represents the proposed site plan.**



## Features of the Project Area:

- ▶ New entry at the connector building that provides the community with accessibility to the City's One-Stop-Shop
- ▶ Police functions housed in the Annex
- ▶ Court functions housed in the Trinity Building
- ▶ Public/staff parking and green spaces

## **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 checkpoints 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)

## **New entry between City Hall and the Annex**

### **Design Review Team**

Ms. Gilbertson stated Mr. Rose has put together a Design Review Team that will meet with Trivers on a bi-weekly basis as the project progresses.

- ▶ Brooke Smith
- ▶ Chief Larry Hampton
- ▶ Three police officers who participated in the programming and planning phase
- ▶ Sinan Alpaslan
- ▶ Errol Tate
- ▶ Clifford Cross
- ▶ Michael Carlin

### **Schedule**

- ▶ August of 2021 - project initiated upon approval
- ▶ August 2021 until the summer of 2022 - design phase
- ▶ Late summer or early fall of 2022 - construction phase
- ▶ Timeline for construction -16 to 18 months
- ▶ 2023 - facilities available for Police and Courts

Councilmember Cusick asked if there would be an increase in the number of public parking spaces, and if so, how many spaces would be added? Ms. Gilbertson stated although an increase in public parking is possible once the trailers are removed, she did not mean to insinuate that there would be an increase at this point. She stated that she did not have the current number of spaces for public and employee parking with her tonight but could provide that information to Mr. Rose tomorrow.

Councilmember Cusick asked whether Harvard would be impacted during the scope of work to remove the parking lot entrance at the neighborhood? Ms. Gilbertson stated Sgt. Mike King Drive will be blocked off on the north.

Ms. Truemper stated the access point for the street on the west side of City Hall and Trinity will be vacated to provide access to the campus from the east.

Mayor Crow questioned whether staff or Trivers was keeping track of the issues that need to be addressed concerning City Hall in the event Council elects to move forward with that project at a later date? Mr. Rose stated at this point, staff is looking at the Space Needs Study from two perspectives; financing the Police Headquarters and Court; pay as you go plan for City Hall, or financing everything.

Ms. Gilbertson stated at the end of the Space Needs Study Trivers provided costs on a conceptual level for several projects they identified as future considerations.

Mayor Crow questioned whether the construction costs identified in this presentation represented the true numbers; even though there appears to be a temporary spike in construction costs? Ms. Gilbertson stated Trivers views the numbers presented tonight as their budget. So, their job is to work with the City and their cost-estimator who will be monitoring the project at every level, to make sure the project is delivered within budget. But, if anything beyond their control happens to impact those numbers the City will be notified.

Mr. Rose informed Council that staff has tentatively scheduled Trivers' contract for consideration at its July 12th meeting.

Councilmember Hales stated his recollection is that the City purchased a generator for the trailers. So, is his assumption correct, that the need to provide a new generator for the Police Facility is based on the fact that the old generator is not sufficient for the new building? Ms. Gilbertson stated that his assumption was correct.

Councilmember McMahon asked whether the trailers had to be removed before any of the work could be performed? Ms. Gilbertson stated the goal is for the trailers to remain in place during the entire construction phase.

Mayor Crow asked Mr. Rose whether the trailers were owned by the City or the leasing company? Mr. Rose stated they are still the property of the leasing company, but at this point, the City is only paying a minimal cost to rent them.

Councilmember Hales asked if the schedule provided any leeway for accelerating the completion of this project?

Ms. Gilbertson stated if an earlier milestone is desired, like a month or something along those lines, they would be willing to work with the City to accommodate that request. But right now,

the design schedule is set up to reflect the typical ideal processing time for Trivers, and the construction schedule, which is a high-level estimate, is something that the estimator will be reviewing and fine-tuning at every milestone.

Mayor Crow thanked Ms. Gilbertson and her team for joining Council this evening.

**4. CODE ENFORCEMENT AND SOFTWARE UPDATE**

Mr. Cross stated staff came before Council in November of last year with an overview of its Code Enforcement Division and the Department as a whole. The goal of this update is to provide Council with staff's thoughts on what they believe will be necessary to move the Department forward in the future.

**Roles & Responsibilities**

The Department consists of three divisions.



**The Planning Division will now include the Senior Planner Position.**

**Department Breakdown**

- Senior Plans Examiner - supervises the Multi-Discipline Inspectors and performs in-house plan reviews
- Multi-Discipline Inspectors - the goal for FY2022 is to add one additional inspector
- Lead Code Enforcement Officer - supervises property maintenance and housing inspectors
- Compliance Officers - the two new officers anticipated in FY2022 will focus on exterior violations by conducting daily sweeps for tall grass, vehicles, and garbage
- Senior Planner - assists the Director with zoning administration, long-range planning, the Comprehensive Plan, and rewriting of the Zoning Code.

	FY2021	FY2022
Director	1	1
Administrative Staff (3 Full Time - 1 Part Time)	4	4
Senior Plans Examiner	1	1
Multi-Discipline Permit Inspectors	3	4
Lead Code Enforcement Officer	1	1
Code Enforcement Inspectors	5	5
Compliance Officers	0	2
Senior Planner	0	1

**Exterior Violations vs. Occupancy Violations**

#### Identified Deficiencies:

- Staff Estimated 70-75% of Code Enforcement was spent on Occupancy Inspections.
- Loss of one Multi-Discipline Inspector resulted in one Code Enforcement Officer performing Multi-Discipline Inspections.
- Staff recommended reducing the assignment of the Code Enforcement Housing inspectors from nuisance types of exterior violations. One to Two additional inspectors were recommended to improve departmental efficiency in dealing with these operations.

#### **Change of Mindset**

- Reactive Code Enforcement: When inspectors receive a complaint and follow up with an inspection. If the complaint is valid, a notice is issued, giving the property owner a certain number of days to come into compliance. If they fail to come into compliance; (without any extension given), a citation is issued to go before the Housing Court.
- Proactive Code Enforcement: When an inspector identifies a code violation during a patrol. Officers are assigned a geographic portion of the City in order to become aware of violations that may occur within that area. Once the violation is observed, a citation is issued, and the procedure is the same as above.

#### **2021 Milestones**

- Electric Vehicles - one new vehicle will be added next month for a total of six
- New Software - holds staff accountable for their actions and gives the Director a better understanding of what the inspectors and the Department are accomplishing on a day-to-day basis
- Code Cleanup - the creation of a Property Maintenance Library; a combination of the 2012 Property Maintenance Code and the amendments within Chapter 240 that focus on building issues, property maintenance issues, zoning, and animal control.
- Nuisance Declaration Process - demolition

#### **Nuisance Properties**

##### Nuisance Property Abatement

- Process for demolitions; (reinstated & improved)
- Funding; (cost of demolition)
- Approximately 30 properties to date
  - 2 Completed demo's
  - 1 Completed self-demo
  - 2 Self-rehabs; (permits pulled by owners)
  - 1 Rehab for sale; (extension granted)
  - 2 Properties prepping for demo
  - 1 Party of interest (the bank) is addressing issues
  - Approximately 20 properties completing the hearing process

#### **Software Update**

- Experienced delays in configuration & data transfer
- Go live expected July 2021
- Portal for the public – One-Stop-Shop  
<https://ci-universitycity-mo.validation.smartgovcommunity.com/Public/Home>
  - Apply for a permit
  - Submit drawings & other documents
  - Pay permit fees
  - Request an inspection
  - Lookup pending applications, permits, and inspection results
  - Review parcel information
  - Public notices

Councilmember Hales stated he thinks a lot of folks will really appreciate the online portal and posed the following questions to Mr. Cross:

**Q. Will this system send notifications to the applicant when a new action is initiated?**

**A.** *Yes, this system will tell the applicant when an application has been reviewed, approved, and advises them on the next steps to take. The system is also set up to notify supervisors and the Director to make sure no one drops the ball, and that the workflow keeps moving.*

**Q. Does the system notify Public Works about interrelated permits?**

**A.** *Yes, access by the Public Works Department has been built into the system. And another advantage of this software is that it provides you with the ability to make changes or add/remove a step to the process.*

**Q. How many times does a Compliance Officer observe an issue before a formal process is initiated?**

**A.** *At this point, there is no set number, but to ensure consistency the process needs to be defined. The Code Library provides day ranges that are dependent upon the extent of the violation.*

*For example, if you are a first-time homeowner or you're sick and can't mow your lawn, you're given a five-day extension. But if you're a landlord with frequent violations there are no extensions. The bottom line is that no one should be given more than two or three opportunities for the same offense or property before the issue is elevated to the next stage. And his opinion is that homeowners committed to this community should be given the benefit of the doubt, while landlords should receive fewer leniencies.*

Mr. Rose stated the City expects its inspectors to use good judgment when discerning whether an individual knows or should have known that they were violating a nuisance ordinance. Typically, he thinks there should only be one warning allowing the owner to conform. And if the issue exists after that warning or the incident keeps occurring, he believes an inspector can reasonably conclude that the individual knew or should have known about the requirements, and that infraction should then be automatically escalated to the citation stage.

Councilmember Cusick posed the following questions to Mr. Cross:

**Q. What is the Department doing to address residents' immediate concerns about properties that are unsightly or could potentially pose a danger to the community while it is going through the legal process?**

**A.** *My Department has not been very proactive in addressing these issues in the past. And in spite of the fact that there is an appeals process contained in the Nuisance Declaration, there are some provisions that allow him and the City Manager to take immediate action to abate safety issues. In addition, with a full complement of employees, they will now have the ability to identify targeted areas and start to build a better plan.*

**Q. Will Compliance Officers also be monitoring the status of construction areas and properties that have already been declared a nuisance?**

**A.** *Perhaps eventually, but construction sites are actually the responsibility of the Multi-Discipline Inspectors who are in charge of regulating that active permit. So, one of the mindsets he hopes these inspectors will change is only looking at what they have been requested to inspect and begin to understand and reinforce the best management practices that should be used to secure a site.*

**Q. When residents encounter specific problems like the ones we've discussed, are they ever notified when action is being taken to address the problems?**

**A.** *Traditionally, no notifications were ever made to neighboring residents. But since the new software allows his Department to prepare public notices for properties that are under review, they could also add a module that allows residents to obtain updates on the status of those reviews.*

Mayor Crow stated it is always a delicate balance between initiating a new process and making sure that residents are aware of what they are, where they are, and how to use them. So, to ensure that the people who are impacted are informed about this new Public Portal a lot of work needs to take place with regards to getting this information out to the public.

Mr. Rose stated the intent is to place an emphasis on residents' subscribing to and utilizing *The Community Report* that goes out weekly because it will contain up-to-date information on the City's activities. So, he would encourage anyone that has not signed up for this report to contact Gabby Macaluso and get on her distribution list.

Councilmember McMahon asked if any guidance with respect to the availability of community resources would be provided to the new Compliance Officers so that they can offer assistance to residents who may not be financially or physically able to complete the work these officers are requesting them to do? Mr. Cross stated he will be encouraging both Compliance and Code Officers to utilize the Department's resource list to put those individuals in contact with agencies that can assist them. Compliance versus citation is always better for everyone involved.

## 5. **ADJOURNMENT**

Mayor Crow thanked Mr. Cross for his presentation and adjourned the Study Session at 6:16 p.m.

LaRette Reese  
City Clerk

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

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**STUDY SESSION  
OF THE  
UNIVERSITY CITY COUNCIL  
CITY HALL, FIFTH FLOOR  
6801 Delmar Blvd., University City, Missouri 63130  
MONDAY, JULY 12, 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, July 12, 2021, Mayor Terry Crow called the meeting to order at 5:30 p.m.

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

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

Also in attendance were City Manager, Gregory Rose, and City Attorney, John F. Mulligan, Jr., Director of Public Works, Sinan Alpaslan, and Matthew Jones, Project Manager for the Army Corps of Engineers.

**2. CHANGES TO REGULAR AGENDA**

*(No changes requested)*

**3. US ARMY CORPS OF ENGINEERS (RIVER DES PERES) UPDATE**

Mr. Rose stated this is a presentation from the Army Corps of Engineers on the River Des Peres Project.

Mr. Alpaslan stated Mr. Matthew Jones, Project Manager for the Corps will provide Council with an update pertaining to the General Reevaluation Report.


Mr. Jones stated he would be providing an update on the following processes:

- Recap of Tentatively Selected Plan (TSP)
- Public Meeting & Public Review of Draft Report
- H & H Modeling Baseline; presented to Stormwater Commission
- Further refinement of TSP and decision on whether to pursue Locally Preferred Plan (LPP)
- Floodproofing Survey and Lake Sherwood dam

Overview TSP Recap Public Meeting & Public Review H&H Modeling Refined TSP, possible LPP Other Items

### Recap of the Tentatively Selected Plan (TSP)

**River Des Peres Nonstructural Alternative Map - Combination**



Features:

- ~500 residential structures in 4% AEP (25-year) floodplain; most floodproofed, ~7 elevated
- Height of elevation/floodproofing: 1% AEP (100-yr)
- No acquisition (not cost-effective in comparison)

Level of risk reduction: 4% AEP (25-yr)  
 Total Cost: \$69M  
 Net Annual Benefits: \$1.7M (1<sup>st</sup> – highest)  
 BCR: 1.67

To be refined in next steps of the study:


- Optimized flood risk level for benefits, eg flood event smaller than 25-year
- Participation rate
- Cultural resources impacts (historic structures)
- Floodproofing types
- Possible inclusion of Detention Basins 3 & 4

The Corps is still analyzing different aggregations to find the best analysis with the highest net benefits; this is how the Corps bases its decision on which project to move forward with.

Overview TSP Recap Public Meeting & Public Review H&H Modeling Refined TSP, possible LPP Other Items

### Detention basins

**River Des Peres Detention Basin Alternative**



Features:

- 2 locations: DB3 and DB4
- Dry detention for maximum storage during storms
- Recreation & naturalized features TBD

Level of risk reduction: 50% (2-yr) to 10% AEP (10-yr)

3.a. DB3 and DB4  
 Total Cost: \$43M  
 Net Annual Benefits: \$724,000 (3<sup>rd</sup> highest)  
 BCR: 1.33

3.b. DB4 only  
 Total Cost: \$9M  
 Net Annual Benefits: \$1.2M (2<sup>nd</sup> highest)  
 BCR: 2.98

Study risks/uncertainty:

- DB4 location in City of Overland; coordination needed
- DB3 location – Asian businesses, amenity
- Compatible recreation features
- Life safety risk – needs further study

Although Detention Basins did not make it into the TSP, they could eventually be added and become the TSP moving forward. The hope is to have this economic analysis conducted before the public meeting and review.

Detention Basin #4 is located in the City of Overland and yielded the highest net benefits, based on the relocation costs associated with businesses in the area of Detention Basin #3. The Corps is still in the process of trying to determine whether they can add these two Detention Basins in as a part of their NED Plan, TSP, or LPP.

There is also an opportunity to add recreational features into whatever plan the Corps selects.

### Public Meeting and Review of Draft Report

Public Meeting Monday to be held on July 26, 6-8 p.m.

Heman Park Community Center; *(tentatively scheduled per facility availability)*

- Opening Remarks from U City
- Presentation by USACE; *(to be recorded & posted online)*
- Q & A Session
- 30-day Comment Period/Open House
- Preparation: News release, FAQ sheet, social media; *(available tomorrow)*



## Public Review of Draft Report starting July 26, 2021

Concurrent reviews will be conducted by the District's Quality Control, the Agency Technical Review (ATR), and Vertical Teams, as well as;

- One-week review for U City management and City Council before public release
- 30-day review for public
- Posted on USACE project website
- Submit comments to [ucityfloodrisk@usace.army.mil](mailto:ucityfloodrisk@usace.army.mil)

## Current Study Schedule

**Green = accomplished; Yellow = upcoming**

- |  |                           |
|--|---------------------------|
| ➤ <b>Start date; (funding received)</b>          | <b>April 29, 2020</b>     |
| ➤ <b>Alternatives Milestone Meeting (AMM)</b>    | <b>August 25, 2020</b>    |
| ➤ <b>Public Scoping Meeting</b>                  | <b>September 30, 2020</b> |
| ➤ <b>Tentatively Selected Plan (TSP) Meeting</b> | <b>May 26, 2021</b>       |
| ➤ <b>Draft Report Released to the Public</b>     | <b>July 26, 2021</b>      |
| ➤ <b>Public Meeting</b>                          | <b>July 26, 2021</b>      |
| ➤ <b>Agency Decision Milestone (ADM)</b>         | <b>November 2021</b>      |
| <i>(May be moved to early 2022)</i>              |                           |
| ➤ <b>Final Report Submitted for Approval</b>     | <b>September 2022</b>     |
| ➤ <b>Report Approval; (Chief's Report)</b>       | <b>April 2023</b>         |

## H & H Modeling Used as Baseline

This was presented to the Stormwater Commission on 7/6/2021, in an attempt to determine whether there was concurrence to move forward with the updated modeling as a baseline for the study. The Commission passed a motion in agreement with the model.

- High watermark data from 2008 flood surveyed and submitted by the Commission on Stormwater Issues
- Hydrology and Hydraulics (H & H) Engineer incorporated data into modeling
- 2008 flood used as main calibration event

Alternatives	Level of Risk Reduction (% AEP)	Residual Risk (annual damage remaining)	Total Cost (incl. RE)	Net Annual Benefits (Benefits - costs)	BCR (annual benefits/costs)
3b - Detention Basin 4 (DB4)	50% (2-year) (filed by 10-yr. underwater by 100-yr)	\$ 4,079,000	\$ 8,476,000	\$ 1,201,000	2.98
<b>NED</b> 6 - Nonstructural – FP & elevation	4% (25-year)	\$ 1,723,000	\$ 68,836,000	<b>\$ 1,675,000</b>	1.67
8 - DB4 + Nonstructural (elevation only) (25yr)	4% (25-year)	\$ 3,630,000	\$ 25,650,000	\$ 1,030,000	1.84

Economists are scheduled to complete refinement of the TSP in the next two weeks.

## Coordination with the City of Overland Re: DB4

- Site visit & Meeting held July 8 to discuss pros and cons of DB4
  - Reduced flooding in Overland; *(although the most benefit of reduced flooding goes to University City)*
  - Cash payment when U City acquires the land/easement
  - Overland no longer has to pay for O & M

- Drawbacks of DB4 for Overland:
  - Loss of existing park/amenities; new recreation features may not be possible

Before proceeding to City Council for a decision on whether to relocate the Dog Park and facilities in this area, Overland must first determine if there are any restrictions that would prohibit the Corps from utilizing this option in their Interagency Agreement with the Department of Natural Resources.

If Overland is not on board with the DB4 plan, it will not be included in TSP/NED refinement or LPP.

### **Timeframe on Decision to Pursue Locally Preferred Plan (LPP)**

- Information on refined TSP and LPP options submitted end of July/early August to Commission
- Decision point: Tentatively at the August City Council meeting
- If an LPP is pursued, the USACE team will submit a waiver request to USACE HQ
- Expected 6 months review/decision period which should fit within the study timeframe

Although an LPP is not a guaranteed plan, feedback from Vertical Team members is that if you have a NED Plan with the highest net benefits then there is a federal interest. And that is a major check box for getting approval from the Assistant Secretary of the Army for Civil Works.

### **Floodproofing & Elevation Survey**

- University City survey; USACE not involved
- Responses regarding participation in voluntary floodproofing and elevation of structures will help inform participation rate
- Response data by mid-October

### **Lake Sherwood Dam**

The Corps conducted research to determine if they could incorporate the analysis of a dam breach and found that there is a potential if there is an interest from City Council.

- Private lake and dam; not a USACE or State dam
- USACE may be able to assist with dam failure
- Additional cost for analysis

### **Contact**

- Mr. Matthew Jones, Project Manager  
[Matthew.a.jones@usace.army.mil](mailto:Matthew.a.jones@usace.army.mil)  
 1222 Spruce Street  
 St. Louis, MO 63103
- Public comments may be directed to: [ucityfloodrisk@usace.army.mil](mailto:ucityfloodrisk@usace.army.mil)
- Project website: <https://www.mvs.usace.army.mil/Missions/Programs-Project-Management/River-Des-Peres-University-City-General-Reevaluation-Report/>

Councilmember Smotherson asked why the site for Detention Basin #3 was selected? Mr. Jones stated his understanding is that the engineer looked for spots that had a relationship to the River Des Peres; had an open area where water could easily flow in and out and was hydraulically optimal. There were five or six sites originally reviewed and from an engineering perspective, these were the best locations.

Councilmember Smotherson stated what concerns him a great deal is that Detention Basin #3 is located in a prime commercial area with the potential for future growth. So, he can't imagine why Council would agree to relocate all of these Asian businesses when directly across the street you have apartments with major flooding issues, a bank that is only one-third full, an empty Payless store, and the Olive Market. He stated it would seem much more logical to change the location of the basin and simply move the market and bank across the street.

Mr. Jones stated he would have to reach out to the team in order to provide a more direct answer to these questions and concerns.

Councilmember Cusick stated he hopes that when the FAQ Sheet is prepared for the Public Meeting that the Corps keeps in mind that all residents really want to know is how this plan is going to keep their homes from being flooded. So, all of this science, graphs, charts, percentages, and risks, really need to be tailored to help residents understand and answer that simple question.

Mr. Jones stated he can make sure that the team garners input from Council and Mr. Alpaslan to make sure that the FAQ sheet covers all the bases.

Councilmember Cusick then posed the following questions to Mr. Jones:

**Q. If Council elects to take the LLP option can you give us an idea of what that process would entail?**

*A. The way I envision it is once Council has formally made its decision to take the LPP option then it will be routed up the chain to the Corps' division, headquarters, and SA's office for approval. However, for Council to make that decision, they must first decide whether they want Detention Basin #3, or only the elevation of structures and no floodproofing, as well as the cost differentials between the NED and LPP plans; which the Corps will provide.*

**Q. If Council elects to go with an LPP what is the timeframe for coming up with a viable plan?**

*A. The ADM is currently scheduled for the October/November or early December timeframe, and if an LPP is elected that would push the schedule to early 2022. This was slated to be on Council's Agenda for a decision in August, but you don't have to rush into it and even September would be doable. The Vertical Team will probably request another progress review to learn about Council's decision and what the Corps is working on, so there should be a couple of months to work on the plan.*

**Q. If Council receives the TSP and then makes a decision on which plan to select at its August 10th meeting; which is its only meeting in August, when would the Corp need to receive the City's plan?**

*A. I don't know that I have an answer, but I can get back to you after I've solidified that timeline. My thinking is that it won't take the Corps much time to have an LPP option for Council to consider since they pretty much know what the options are. Of course, the City of Overland's decision will play into the mix, so at this point; it's somewhat of a gray area.*

Councilmember Cusick stated if Council only has one week to review the Corps' report before it is released on the twenty-sixth, what steps will staff take to ensure that it gets properly vetted through the Stormwater Commission? Mr. Rose stated while it is certainly a tight timeframe, one of the City's advantages is its use of technology. So, Mr. Alpaslan can probably put a meeting together via Zoom in enough time to go through the normal processes for notifying the public. He stated the real challenge is providing the Commission with enough time to thoroughly review the report before the project needs to be advanced. But staff will do everything they can to make it work.

Councilmember Klein stated it seems as though Council would not be able to decide on the TSP until after it receives feedback on the number of residents willing to participate, which she believes is going to be in October. So, what percentage of residents would have to participate to render the TSP as being the most cost-effective choice? Mr. Jones stated their Economist builds hypotheticals into his analysis to illustrate what the NED plan will look like at 25%, 50%, and 75%, so those numbers will be in the report and also provided to Council. But you're right, these numbers will not be available until the City's survey results are completed, and they will directly impact the NED. So, the Corps is moving forward based on those different assumptions. However, even if the ADM is not available until November or even later, there should still be plenty of time to incorporate that public feedback.

Mr. Rose stated he wanted to make certain there was a clear understanding that the City did not have the ability to create its own LPP. And that what typically occurs is that the Corps will provide Council with the alternative options they believe are acceptable.

Mr. Jones agreed that this would be the process followed in this case.

Mr. Rose asked Mr. Jones how the Corps calculated the total economic benefit? Are they including the benefits from the detention basin that would be derived from other cities located downstream? Mr. Jones stated although he would have to get back with Mr. Rose for the correct answer, his understanding is that any of the 500 structures for floodproofing located within the City limits of Overland are also calculated in the benefits. So, if Overland does not participate it would impact the total economic benefit since they would have to be removed. Mr. Rose stated he was thinking more of the benefits that would be derived by the City of St. Louis if Detention Basins were located in this area? Mr. Jones stated, here again, he would have to do some research before he could answer that question.

Councilmember Clay stated every time Council is presented with one of these presentations he has to go back to the previous presentations in order to put it all together. And in all honesty, after a year of being exposed to this information, this is the first presentation that has ever really congealed. That said, he would definitely agree with Councilmember Cusick in that this will be some heavy stuff for the average resident to absorb at a public meeting. So, he was wondering if there is a mechanism by which this information could be made accessible to folks before the meeting? Mr. Jones stated because Sinan and Janet will both be out of town for certain periods in August, the team decided to conduct the Public Meeting in July and extend the public comment period to 30 days to allow residents an opportunity to respond after they've been able to absorb all of the information. But it could even be extended to 60 days.

Councilmember Clay stated he did not want to make a suggestion that would injure the timeline of adopting the plan, but public input is only valuable when people truly understand what they are providing input on. So, that is his concern.

Mr. Jones stated he has participated in several Public Meetings, and he thinks the Corps does a good job of presenting to these audiences by being a little less technical to help them understand exactly what they will be doing. And that will be one of their priorities in this situation.

Mayor Crow stated since today is July 12th, and Council is scheduled to receive the TSP a week before the Public Meeting, which is on the twenty-sixth, does that mean Council will receive the report by next Monday? Mr. Jones stated that is the plan.

He then asked how the Lake Sherwood Dam had become a part of this conversation?

Councilmember Cusick stated Lake Sherwood was brought to the attention of the Stormwater Commission because of its proximity and the fact that it runs off into some of the tributaries that could eventually make their way into U City and cause flooding if the dam failed. So, after the Department of Natural Resources determined the dam to be unsafe, the Commission contacted the subdivision trustees for Lake Sherwood and asked them to take a look at it.

Mayor Crow then made the following comments:

Everything being presented and discussed tonight goes back several years ago when Council was discussing whether to put a detention basin in the park, underneath the softball field, or further north. And it seems like what all of that has boiled down to is these Overland and U City options. Although, he would agree that locating the basin across the street on the north side would be a much better option than what is currently being proposed.

He stated he would also agree that the Corps' message to the average citizen would need to be cogent and clear.

Mayor Crow stated he thinks everyone would love to have an in-person Public Meeting, but the rising COVID numbers are something that will need to be taken into consideration. And another thing the City Manager will have to contemplate is the fact that once he opens the Community Center up for one group, there will be other groups expecting to receive that same privilege.

Councilmember Smotherson stated since Overland's decision will have an impact on U City's plan, he was curious to know if they had a hard deadline? Mr. Jones stated he does not think the Corps can establish a hard deadline at this point because first, they need to find out if there are any restrictions in their agreement with the DOR. So, his understanding is that they will be working on that this week, as well as making their City Council aware of this topic at their meeting this week.

Councilmember Cusick asked if his assumption that the proposed detention basins go hand-in-hand, and both are needed to achieve the best results, was correct? Mr. Jones stated his understanding is that while they can be exclusive; to obtain the ultimate level of risk reduction both of them would be necessary.

Mr. Jones stated the Corps had already planned to have a virtual component along with Facebook and YouTube Live. So, if the City decides against having an in-person Public Meeting they can adjust their messaging to accommodate any adjustments that need to be made.

#### **4. ADJOURNMENT**

Mayor Crow thanked Mr. Jones for his presentation and adjourned the Study Session at 6:16 p.m.

LaRette Reese  
City Clerk



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.**

**A. MEETING CALLED TO ORDER**

At the Regular Session of the City Council of University City held on the Fifth Floor of City Hall, on Monday, July 12, 2021, Mayor Terry Crow called the meeting to order at 6:31 p.m.

**B. ROLL CALL**

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

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

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr.; Director of Planning and Zoning, Clifford Cross; Director of Parks, Recreation & Forestry, Darren Dunkle; Library Board Director, Patrick Wall; Library Board President, Helen Nelling, and Amanda Truemper of Trivers.

**C. APPROVAL OF AGENDA**

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

**D. PROCLAMATION**

1. A Proclamation in recognition of St. Louis County Councilwoman Hazel Erby's contributions to this community and extending sincere sympathy to her family upon her passing.

Mayor Crow stated Hazel married Lewis Erby in 1965, who she described as the love of her life. They had three children. Mrs. Erby was active in the U City School District's PTO and was a room mother and Scout leader. She dedicated many years of service in U City that also included the faith community and Police Department. In 2004 she became the first African American female elected to the St. Louis County Council, and during her tenure served as the Chair for the County's thirty-eight municipalities. Mrs. Erby was a stalwart advocate for racial equality and a role model for all women, but particularly women of color.

On behalf of his colleagues, Mayor Crow stated he would like to extend their deepest sympathies to her husband and family. She will truly be missed in our community.

Mayor Crow stated yesterday they also lost another pillar of this community, Betty Thompson. She is survived by her husband and three children. Her son Tyrone Thompson, the former Police Chief of Pagedale was killed in 2010.

Mrs. Thompson was the first African American to serve University City's City Council in 1980, where she served until she was elected as State Representative for the 72nd District in 1997. She founded the Kwame Foundation and the Tyrone Thompson Institute for Non-Violence and supported countless others. She received numerous awards for her community activism, including the Drum Peace Award, the St. Louis Caring Communities' Humanitarian Award, and the Outstanding Legislative Mother of the Year Award from the State Senate.

Mayor Crow stated once again, on behalf of his colleagues, he would like to extend condolences to the Thompson family. This community is appreciative of the gifts and dedication both of these women provided throughout the years.

**E. APPROVAL OF MINUTES**

1. June 14, 2021, Study Session Minutes; (Special Events Policy and Businesses along Olive), Councilmember Hales moved to approve, it was seconded by Councilmember Cusick, and the motion carried unanimously.
2. June 21, 2021, Special Session Minutes; Councilmember Klein moved to approve, it was seconded by Councilmember McMahon, and the motion carried unanimously.
3. June 25, 2021, Special Session Minutes; Councilmember Cusick moved to approve, it was seconded by Councilmember Clay, and the motion carried unanimously.
4. June 28, 2021, Regular Session Minutes; Councilmember Clay moved to approve, it was seconded by Councilmember McMahon, and the motion carried unanimously, with the exception of Councilmembers Smotherson and Clay, who abstained from the vote.

**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, it was seconded by Councilmember McMahon, and the motion carried unanimously.

**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.

*Citizens 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 the 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 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 then welcomed all of the residents who appeared in person and provided anyone who has filled out a form to address Council the opportunity to do so. (No requests were filed with the City Clerk.)

**H. CONSENT AGENDA**

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

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

Mr. Rose stated a lot of limbs and trees were damaged during Saturday's storm and over 50,000 households were without power. He stated staff's initial focus will be to ensure streets are passable and address any other emergencies associated with the damage.



Hazardous trees or limbs should be reported to the non-emergency Police number 314-725-2211 or emailed to [ucitylife@ucitymo.org](mailto:ucitylife@ucitymo.org).

He stated staff will begin collecting limbs and debris from City-owned trees on Wednesday. Residents will be provided a street schedule and asked to place any debris that has fallen on their property between the sidewalk and the curb. Debris from non-City-owned trees should not be included in this pickup. Mr. Rose stated he will not have an estimate of the cost for this collection until the volume has been determined. However, should the cost exceed \$25,000, approval will be sought from the Mayor and Council.

Mr. Rose stated the positivity rate for St. Louis County is hovering around 8%, which is considered extremely high, and news reports indicate that the rate is continuing to increase. Should the rate exceed 10%, he intends to close Centennial Common's gymnasium and workout facilities. The pool and City Hall will remain open. However, due to the City's limited elevator capacity, he will have to restructure how public access can still be allowed in chambers.

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

### **1. Library Renovations Update (presentation)**

Mr. Rose stated Mr. Patrick Wall will be providing Council with a presentation on the U City Library's renovations.

Mr. Wall thanked Council for this opportunity and noted that Ms. Helen Nelling, President of the Library's Board of Trustees, would be joining him in tonight's presentation.

#### **Phase I Initiation - July 2021**

- Repairing masonry and brickwork; tuckpointing and sealing
- Replacing all windows
- Replacing entry doors

#### **Phase II Prep Work- June Thru August 2021**

Ms. Nelling stated the goal is to minimally impact patrons during this phase.

- **August**
  - Close building to the public and begin operations at 6900 Delmar
    - About 10% of the Library's collection will be at 6900 Delmar; computers, Wi-Fi, and curbside pickup; another 50% will be located nearby
  - Move bulk of collection into storage
    - High-density storage in basement; (installed in December 2020)
    - Possible storage at Trinity Library
    - A third location, the former UUM
  - With our new app or the online catalog, patrons can place items on hold and pick them up by the next day

#### **Phase II Transition - September 2021**

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

#### **Phase II Initiation - October 2021**

- Electrical
- HVAC
- Phones
- Restrooms

- Interior Renovations; three meeting rooms; study room; relocation of the one-button studio; expansion of teen/youth services
- Parking Lot
- April 2022 -Completion of Phase II
- May 2022 - Reopening of 6701 Delmar

Mayor Crow thanked both parties for their presentation and stated everyone is looking forward to the initiation and completion of this project.

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.

Mr. Rose stated staff is recommending that Council consider a Conditional Use Permit (CUP) for a Floor Area Ratio increase to accommodate 252 dwelling units.

Mr. Cross stated he would be happy to answer any questions posed by Council.

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

Councilmember Hales stated he was nearby this site again today and a personal point of frustration is that the lawn is not being maintained. He stated even though it is a construction site, he does not understand why they should not be made to cut the grass and keep the area looking nice.

Mayor Crow asked whether the construction fence which fell during the storm, reducing the road to one lane had been repaired? Mr. Cross stated he was not aware that it had fallen but would conduct a follow-up.

With respect to Councilmember Hales' comment, Mr. Cross stated the Preliminary Plan contains conditions associated with the construction and a maintenance schedule. So, they will work with the Developer to make sure he adheres to the conditions to maintain, secure, and keep the site safe. Mayor Crow stated a message that should be sent to the Developer is that two members of Council raised these maintenance issues. And if they want to work with Council, then Council would like their cooperation as well.

Voice vote on Councilmember Hales' motion to approve carried unanimously.

### 3. Trivers Contract

Mr. Rose stated staff is recommending that Council approve a contract with Trivers for renovation of the Annex and Trinity Building. He stated he had received several questions that he would like Mr. Alpasian and Ms. Truemper to help him address.

#### **Q. Have you conducted some research to ensure that Trivers' design costs are consistent with the market rates for this type of project?**

*Mr. Alpasian: The basic services for this contract are about 5% of the construction costs, which is typical in this industry. There is an additional percentage close to 10% that is based on the historic nature of the building; the incorporation of some green practices associated with long-term life-cycle costs like maintenance and operational expenses, and because a project of this size will typically generate change orders, there is a fee for Trivers' assistance during the construction phase. So, based on what is included in the contract he has concluded that this is a reasonable price.*

**Q. Is it possible to add a charrette that will allow members of the public to view what is being proposed to ensure there are no issues or concerns?**

*Ms. Truemper: A small public charrette can be covered inside of the services that have already been proposed. So, we can talk about how extensive you would like this to be and see if it can be lumped into the current services.*

**Q. Are services for historic preservation included in this contract?**

*Ms. Truemper: Yes, these renovations will absolutely be within preservation standards. However, the contract does not include the type of work required to obtain Historic Tax Credits, since the understanding is that no mechanism has been set up at this point to utilize those credits.*

Councilmember Cusick moved to approve the agreement with Trivers substantially in the form of the contract contained in Council's packet, seconded by Councilmember Klein.

Councilmember Clay thanked Mr. Rose for his suggestion to add a charrette because he thinks everyone will be best served when the community is engaged and made aware of what is happening. He then posed the following questions:

**Q. Is it possible to have some engagement with the Green Practices Commission on the sustainability aspect of this contract?**

*Mr. Rose: Ms. Truemper has acknowledged their willingness to include the Green Practices Commission in this discussion, so staff will coordinate with both parties to make sure everyone is available.*

**Q. Could you explain what type of amenities and community programs are being referred to on page I-345 of the contract?**

*Ms. Truemper: It is not suggesting the addition of programs that do not currently exist, simply a generic way of referring to the connector being designed as a One-Stop-Shop, with accessibility to public restrooms, and meeting spaces.*

*Mr. Rose: The primary use for these meeting spaces will be for internal operations but when they are not in use, they can be made available for community meetings.*

Voice vote on Councilmember Cusick's motion carried unanimously, with the exception of Councilmember Smotherson.

4. Pledge to Stop the Spread of Invasive Species

Mr. Rose stated Mr. Dunkle will present this request from staff to Council.

Mr. Dunkle stated this public pledge expresses what staff, U City in Bloom, the Green Practices Commission, the Urban Forestry Commission, and other volunteers are already doing within the City's park system to remove and control invasive species identified by the Missouri Department of Conservation, to positively influence the perpetuation of native ecosystems and wildlife.

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

**J. NEW BUSINESS**

*Resolutions*

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

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

Mr. Rose stated if approved, this Resolution would create a thirteen-member Task Force to work with staff and the consultant to guide the community through a visioning process that results in a twenty-year strategic plan. He is also recommending that;

- Thirteen members be appointed by the Mayor with the consent of Council;
- One Task Force member be appointed from the list of Commissions, Boards, and Committees contained in Council's packet;
- The Mayor appoint the Chair of the Task Force, and
- The Mayor and Council appoint a Council liaison to the Task Force

Mr. Rose stated the members could also be selected by Council as a whole, or by means of a request from Council that each entity provides one representative.

Mayor Crow stated he's worried that if you let the entities select a representative you might end up with a lot of folks who look and think alike. And if Council is to make the selections, he would strongly encourage all of his colleagues to be cognizant of the objective to get everyone's perspective by taking race, gender, age, diversity, and demographics into consideration. However, if Council is comfortable with the liaisons of these entities providing a list of folks who might be interested in serving, then that list could be provided to the City Manager to ensure it represents the desired ranges everyone is seeking before any final decisions are made.

Mayor Crow stated while he certainly does not want to supplant the workings of any of these entities or their Chairs, he believes that if Council and staff do not have some input into this process you could end up with less than perfect results.

Councilmember Smotherson concurred with the comments of Mayor Crow and reinforced the need to make sure this Task Force represents the community as a whole.

Councilmember Clay stated he thinks working with the Council liaisons is the appropriate way to go.

Mayor Crow stated while he is more than willing to select the Chair of the Task Force, he does not necessarily believe that every Chair of these groups should be selected to serve. So, if his colleagues agree with the vision presented by Mr. Rose, they can move forward. *(All members acknowledged their willingness to proceed.)* He then asked Mr. Rose if the Chair would be selected from the thirteen members? Mr. Rose stated they would be.

Voice vote on Councilmember Hales' motion carried unanimously.

#### *Bills*

##### *Introduced by Councilmember Smotherson*

1. **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". Bill Number 9436 was read for the first time.

##### *Introduced by Councilmember Hales*

2. **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. Bill Number 9437 was read for the first time.

*Introduced by Councilmember McMahon*

3. **Bill 9438**– AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS “8400 DELMAR BOULEVARD.” Bill Number 9438 was read for the first time.

*Introduced by Councilmember McMahon*

4. **Bill 9439**– AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR THE PROPOSED 8400 DELMAR DEVELOPMENT LOCATED AT 8400 DELMAR BOULEVARD. Bill Number 9439 was read for the first time.

*Introduced by Councilmember Smotherson*

5. **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. Bill Number 9440 was read for the first time.

Councilmember Smotherson noted his concern about the ingress and egress included in the Site Plan and asked Mr. Rose if he would make the Chief of Police and someone from the Fire Department available at the next meeting so that he could hear their opinions about the design of these exits.

#### **K. COUNCIL REPORTS/BUSINESS**

1. Boards and Commission appointments needed

2. Council liaison reports on Boards and Commissions

Councilmember Clay reported that the Green Practices Commission is looking at grant opportunities to address issues caused by invasive species in Ruth Park Woods. They are also in the process of conducting the review of a sustainability plan that they intend to present to Council for consideration.

3. Boards, Commissions, and Task Force minutes

4. Other Discussions/Business

#### **L. CITIZEN PARTICIPATION (continue if needed)**

#### **M. COUNCIL COMMENTS**

Councilmember Smotherson stated he would like to pay tribute to the two 3rd Ward residents that left a huge void in the history of this City's advocacy for African Americans. Both Mrs. Erby and Mrs. Thompson cared deeply about U City and used their platforms to stand tall in their pursuits to promote change, despite the numerous setbacks and hardships they faced.

Councilmember Clay stated he would like to echo his condolences to the Erby and Thompson families. As a member of the generation proceeding these icons, he graciously acknowledges that he is where he is today because of the courageous steps these women dared to take. Councilmember Clay stated Ms. Erby was among the first people he talked to about his decision to run for the School Board, and her sage advice; that embodied every context of her life, was to be true to what is right, with a goal of giving your very best for the children and families of U City. Both of these ladies will be truly missed.

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

**N. ADJOURNMENT**

Mayor Crow thanked everyone for their participation and adjourned the Regular Session at 7:16 p.m.

LaRette Reese  
City Clerk

DRAFT



## Council Agenda Item Cover

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**MEETING DATE:** August 9, 2021

**AGENDA ITEM TITLE:** PY2022 Communication Development Block Grant Allocation

**AGENDA SECTION:** Public Hearing

**CAN THIS ITEM BE RESCHEDULED?** No

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

### BACKGROUND REVIEW:

Below is the proposed budget for Community Development Block Grant (CDBG) Funds for Program Year 2022, along with the approved budgets for 2020 and 2021 for comparison.

Because of the ongoing pandemic, staff has advertised for both in-person and virtual options to attend the public hearing. Public comments must be received no later than 12:00 p.m. the day of the meeting. Comments may be sent via email to [bsmith@ucitymo.org](mailto:bsmith@ucitymo.org) or mailed to City Hall at 6801 Delmar Blvd, University City, MO 63130, Attention: Brooke Smith. Such comments will be provided to the City Council prior to the meeting. Please note when submitting comments, a name and address must be provided. If a name and address are not provided, the comment will not be recorded in the official record.

Program Year 2022 Proposed CDBG fund allocation will be \$103,400. These funds will be allocated between the Public Works and Police Departments. The Public Works Department recommended a street improvement project - street resurfacing, sidewalk improvements and ADA upgrades to the 7700 – 7800 block of Canton Avenue, in the amount of \$87,890. The Police Department recommended additional police patrols and education programs on crime prevention in qualified areas of the City in the amount of \$15,510.

Please note that St. Louis County intends to be more diligent in holding municipalities to the 15% public service cap beginning in program year 2022. This is the reason for decreased funding to the Police Department.

<b>Activity</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Public Service</b>			
Police Patrol	\$ 25,000	\$ 25,000	\$ 15,510
<b>Street Improvements</b>			
Streets, Sidewalks, and Curbs	\$ 78,400	\$ 78,400	\$ 87,890
	<u>\$ 103,400</u>	<u>\$ 103,400</u>	<u>\$ 103,400</u>

**RECOMMENDATION:**

City Manager recommends approval.

**Attachments:**

1. Aerial Map of Canton Avenue
2. Public Hearing Handout
3. Public Notice



# St. Louis County Map



7/30/2021, 4:00:42 PM

1:2,400

Image

Sales (Last 2 Years)

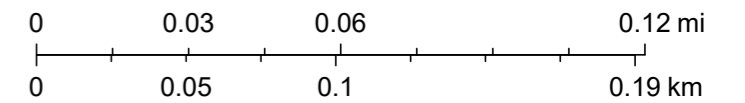
Red: Band\_1

Other Flood Areas (0.2% Annual Chance)

Green: Band\_2

Special Flood Hazard Areas (1% Annual Chance)

Blue: Band\_3



St. Louis County GIS Service Center



St. Louis County Department of Human Services  
Office of Community Development  
Community Development Block Grant (CDBG) OVERVIEW

**WHAT IS CDBG?**

The U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- to moderate-income persons.

**NATIONAL OBJECTIVES**

All activities funded by the CDBG program must meet one of the following National Objectives:

1. Primarily benefit low- and moderate-income residents.
2. Eliminate slums and blight.
3. Alleviate urgent, serious, and critical community needs that are of recent origin.

**ELIGIBLE ACTIVITIES**

- **Infrastructure & Public Facilities Improvements** - Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, such as streets, sidewalks, parks, water and sewer facilities, sanitary sewers, neighborhood centers, parking lots, fire stations, and ADA accessibility enhancements.
- **Clearance Activities** - Clearance, demolition, and removal of buildings.
- **Public Services** - Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, utility payments, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government. Due to federal restrictions, no more than 15 percent of a municipal allocation may be designated for public service activities without prior Office of Community Development approval. Examples of public services include crime awareness, youth services, neighborhood cleanups, and subsistence payments (rental/utility assistance).
- **Rehabilitation & Preservation Activities** - CDBG funds may be used to finance the rehabilitation of:
  - Privately owned buildings and improvements for residential purposes.
  - Low-income public housing and other publicly owned residential buildings and improvements.
  - Publicly or privately owned commercial or industrial buildings, except that the rehabilitation of such buildings owned by a private for-profit business is limited to improvements to the exterior of the building and the correction of code violations.
  - Nonprofit-owned nonresidential buildings and improvements.

**INELIGIBLE ACTIVITIES**

- Improvements to buildings used for conduct of government such as a city hall.  
Exceptions: Police/fire stations, community centers, ADA improvements to government buildings.
- General government expenses such as regular trash pickup.
- Political activities such as campaigns, voter registration drives.
- Activities that support religious worship or proselytizing.

# CLASSIFIED

All real estate advertising in this newspaper is subject to the Federal Fair Housing Act of 1968, as amended which makes it illegal to advertise any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or an intention to make any such preference, limitation, or discrimination. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.



## Dogs

AKC Mini Schnauzer Puppies, 4 Fem, 1 Male, B/S, Vet Ck'd, shots, ready 8/1, \$1,000, Photos avail., So. Greenfield, MO 417-837-5108

Labrador Retriever pups, AKC, yellow, farm-raised, Shots/wormed, /declawed. Health Cert. Lay's Labs - LaBelle, MO \$750 (660) 956-2482

POODLES: Toy, AKC, 10 wks, Males, Full Health Money Back Guarantee. \$900. Good for seniors & families. 638-537-3797

SHELTIE PUPPIES \*Farm Raised\* Exc. assured \$1200 w/ add'l fee if delivery is requested in any Midwest state 573-789-0000

Shih Tzu Pups,  
AKC, male, \$1500.  
show/pet  
(504) 684-9291

Shih Tzu, French Bull Dog and Pekingese Puppies.  
Call or Text 636-899-5911

Yorkie puppies, male & female. Top of the line. AKC registered. Ready to go. Serious calls only.  
Call (314)222-9731

## Merchandise Wanted

WANTED: Historian will pay top \$ for German-Japanese WW II relics  
314-438-8665

## Public Notices

### NOTICE OF PUBLIC HEARING

Publication Date: July 28, 2021

The City of University City will hold a public hearing to discuss the estimated allocation of \$103,400 in Community Development Block Grant funds which will become available after January 1, 2022. The public hearing will be held at 6:30 pm on Monday, August 9, 2021 at City Hall, 6801 Delmar Blvd, University City, MO 63130.

To further its commitment to fair and equitable treatment of all citizens, the City of University City has enacted and/or enforces the

## Public Notices

following:

A Fair Housing Ordinance prohibiting unlawful discrimination against any person because of race, sex, color, religion, disability, familial status or national origin;

A Policy of Nondiscrimination on the Basis of Disability in the admission or access to, or employment in, its federally assisted programs or activities;

A Policy of Equal Opportunity to Participate in Municipal Programs and Services regardless of race, color, religion, sex, age, disability, familial status, national origin, or political affiliation;

A requirement for bidding on CDBG activities that promotes employment opportunities created by HUD funding and that these opportunities be afforded low-income community residents and businesses.

If you would like information regarding the above policies or if you believe you have been unlawfully discriminated against, contact the following municipal official or employee who has been designated to coordinate compliance with the equal employment opportunity requirements referenced above. Additionally, if you are unable to attend the public hearing, you may provide written comments regarding the Community Development Block Grant Program to the following municipal official:

Brooke A. Smith,  
Assistant City Manager  
6801 Delmar Blvd  
University City, MO 63130  
314-505-8536

If you are a person with a disability or have special needs in order to participate in this public hearing, please contact LaRette Reese, 314-505-8605 no later than Friday, August 6, 2021.

For More Information Call:  
314-862-6767 VOICE  
800-735-2866 TDD  
1-800-735-2466  
RELAY MISSOURI VOICE  
1-800-735-2966  
RELAY MISSOURI TDD  
Equal Opportunity Employer

\*To provide for social distancing, in-person public attendance will be limited to the first 25 people. The public hearing can be observed via Live Stream on YouTube: [https://www.youtube.com/channel/UCyN1EJ\\_Q22918E9EZimWoQ](https://www.youtube.com/channel/UCyN1EJ_Q22918E9EZimWoQ).

## Public Notices

If the meeting is converted to virtual only, we will notify the public via our website at [www.uciymmo.org](http://www.uciymmo.org). Comments with a name and address may be sent via email to [bsmith@uciymmo.org](mailto:bsmith@uciymmo.org) or mailed to City Hall - 6801 Delmar Blvd - Attention Brooke Smith no later than 12:00 p.m. the day of the meeting.

## Bids and Proposals

LETTING NO. 8733

### WINDOW REPLACEMENT WEST CLIMATE CONTROL PLANT

At St. Louis Lambert  
International Airport

Sealed proposals will be received by the Board of Public Service in Room 301 City Hall, 1200 Market Street, St. Louis, Mo. Until 1:45 PM, CT, on **Tuesday, August 31, 2021**, then publicly opened and read. Plans and Specifications may be examined on the Board of Public Service website <http://www.stl-bps.org/planroom.aspx> (BPS On Line Plan Room) and may be purchased directly through the BPS website from INDOX Services at cost plus shipping. **No refunds** will be made.

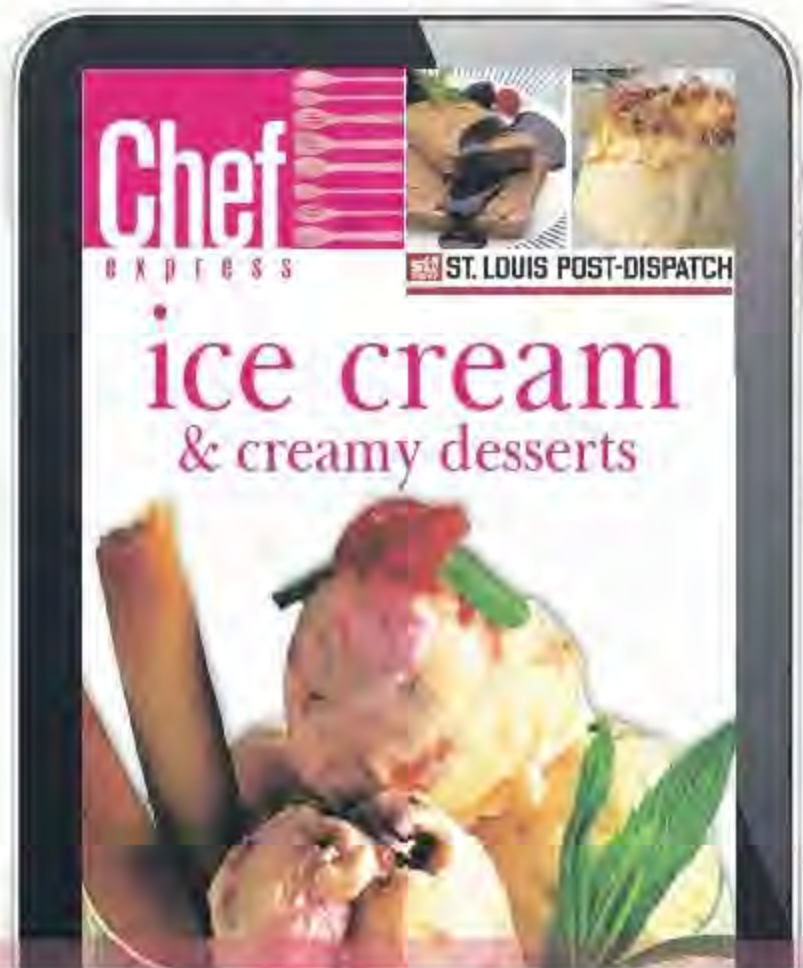
Bidders shall comply with all applicable City, State and Federal laws (including MBE/BE policies). **Mandatory** pre-bid meeting will be held on **Tuesday, August 10, 2021, at 10:00 AM** in the Ozark Conference Room, 4th Floor of the Airport Office Building, 11495 Navajo Rd., Bridgeton, MO 63044.

All bidders must regard Federal Executive Order 11246, "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity", the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth with-in and referenced at [www.stl-bps.org](http://www.stl-bps.org) (Virtual Plan Room).

The Board of Trustees of the Operating Engineers Local 101 Fringe Benefit Funds is issuing a Request for Information (RFI) for legal services. The Funds are Taft-Hartley, multiemployer, collectively bargained trusts. The Plans are subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA) and offer comprehensive fringe benefit packages to approximately 5400 participants. For more information on the Funds, visit <https://uoel101benefits.com>. To request proposal documents, contact Stephanie McLaughlin at [smclaughlin@compusysinc.net](mailto:smclaughlin@compusysinc.net).

[STLtoday.com/rides](http://STLtoday.com/rides)

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## Immediate Opening Driver/Laborer I/II (Up to \$20.32/hr.)

### Jefferson County Public Works

has immediate openings for Driver/ Laborer I or II within the Highway Division at their House Springs, Hillsboro, and DeSoto locations. These are full-time positions with a full benefit package. Minimum Qualifications: High School Graduate or GED. At least 1 yr experience in the operation of dump trucks. Valid State Class B Commercial Driver's License (Class A preferred).

Apply online at: [www.jeffco.com](http://www.jeffco.com)



## Council Agenda Item Cover

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**MEETING DATE:** August 9, 2020

**AGENDA ITEM TITLE:** Found by the Pound Lease Agreement

**AGENDA SECTION:** Consent Agenda

**CAN THIS ITEM BE RESCHEDULED?** No

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

### **BACKGROUND REVIEW:**

The city owns three retail spaces in the municipal parking garage building official known as Municipal Lot 2. CBRE has secured a potential tenant, Found by the Pound, for one of the spaces. Found by the Pound desires to open a retail space to sale new and gently used clothing, apparel, and related fashion accessories.

The term of the lease is 3 years with one 3 year option period. Base rent is \$17 per square foot in the first year, \$17.51 per square foot in the second year, and \$18.03 per square foot in the third year. Found by the Pound will pay for all tenant improvements and utilities and will make a security deposit equal to on month of rent. Found by the Pound will have 60 days after execution of the Lease to complete its improvements, at which time the rent will commence.

### **RECOMMENDATION:**

City Manager recommends approval of contract and authorization to sign the agreement.

### **Attachments:**

1. Commercial Lease Agreement





**COMMERCIAL LEASE**

**DEFINITIONS – INTRODUCTION**

For all purposes herein, the following terms shall have the meanings as set forth in this Section, except as expressly modified hereafter:

Landlord: \_\_\_\_\_ City of University City, Missouri \_\_\_\_\_

Tenant: \_\_\_\_\_ Found By The Pound, LLC \_\_\_\_\_

Base Term: \_\_\_\_\_ Three (3) Years \_\_\_\_\_

Base Rent: \_\_\_\_\_ Year 1: \$17.00 PSF / Year 2: \$17.51 PSF / Year 3: \$18.03 PSF \_\_\_\_\_

Square Footage: Approx. 3,135 SF

Premises: \_\_\_\_\_ 6325 Delmar Boulevard \_\_\_\_\_  
\_\_\_\_\_ University City MO 63130 \_\_\_\_\_

Additional Rent: Common Area Maintenance (CAM) charge of N/A

Security Deposit: \_\_\_\_\_ \$4,441.25 \_\_\_\_\_

Percentage Rent: \_\_\_\_\_ N/A \_\_\_\_\_

Renewal Option: \_\_\_\_\_ Year 4: \$18.57 PSF / Year 5: \$19.13 PSF / Year 6: \$19.70 PSF \_\_\_\_\_

Commencement Date: \_\_\_\_\_ Immediately following waiver of Tenant's Permit Contingency. \_\_\_\_\_

Rent Commencement Date: \_\_\_\_\_ Sixty (60) days after the Possession Date. \_\_\_\_\_

Tenant Improvement Allowance: \_\_\_\_\_ N/A \_\_\_\_\_

Landlord's Broker: \_\_\_\_\_ CBRE, inc. \_\_\_\_\_

Tenant's Broker: \_\_\_\_\_ Manor Brokerage, LLC \_\_\_\_\_

The terms, provisions, and conditions found in this “Definitions – Introduction” section of this Lease shall collectively be referred to herein as the “Introduction”.

Exhibit A: Additional Lease Terms

Exhibit A1: Description of the Premises

Exhibit B: Lease Commencement Date Agreement

Exhibit D: Floor Plan

Exhibit I: Building Rules and Regulation



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

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Approved Legal Counsel for St. Louis REALTORS®  
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06/17

## COMMERCIAL LEASE

THIS COMMERCIAL LEASE ("Lease") is made and entered into by and between (Insert name of owner)  
City of University City, Missouri (hereinafter "Landlord"), and  
Found By The Pound, LLC (hereinafter "Tenant").

WITNESSETH, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises (as defined below), all on and subject to the terms and conditions described in this Lease.

### 1. BASIC TERMS: The following definitions and basic terms apply to this Lease.

The "Term" shall consist of the Base Term and any extension or renewal thereof (if any, per Section 3 below).  
The "Base Term" shall be for a fixed period of 3 years and 0 months, starting on \_\_\_\_\_ - \_\_\_\_\_ 20\_\_\_\_, or such other date as may be provided at Section 5A (the "Commencement Date").

"Base Rent": (fill in all blanks)	Lease Year <u>1</u> : \$ 4,441.25 per month; \$ 17.00 per square foot
	Lease Year <u>2</u> : \$ 4,574.48 per month; \$ 17.51 per square foot
	Lease Year <u>3</u> : \$ 4,701.33 per month; \$ 18.03 per square foot
	Lease Year _____ : \$ _____ per month; \$ _____ per square foot
	Lease Year _____ : \$ _____ per month; \$ _____ per square foot

"Premises" (See Exhibit A1) means the 3,135 rentable square feet in the building commonly known as  
Premises (the prorata share of "Building" and (the "Land") being N/A %  
located at:

6325 Delmar Boulevard	University City	MO	63130	Saint Louis
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>County</b>

The parties stipulate that the above measurements are accurate for purposes of this Lease (including all Rent and other charges). For purposes of this Lease, the Building, the Land, 2 Parking spaces are included as part of the Premises.

(Check box if legal description or site plan is attached)

Tenant shall pay Landlord as Additional Rent of the following: (Check one for each category)

CAM:	<input type="checkbox"/> all	<input type="checkbox"/> the "Increase" in, or	<input checked="" type="checkbox"/> none
Taxes:	<input type="checkbox"/> all	<input type="checkbox"/> the "Increase" in, or	<input checked="" type="checkbox"/> none
Insurance:	<input type="checkbox"/> all	<input type="checkbox"/> the "Increase" in, or	<input checked="" type="checkbox"/> none
Utilities:	<input type="checkbox"/> all	<input type="checkbox"/> the "Increase" in, or	<input checked="" type="checkbox"/> none
Janitorial:	<input type="checkbox"/> all	<input type="checkbox"/> the "Increase" in, or	<input checked="" type="checkbox"/> none

Base Year shall be: N/A

"Increase" means the increase in such amount over and above the amount actually incurred for the last full calendar year prior to the calendar year in which the Term starts on a prorata share basis.

"Insurance" means all fire and extended hazard or "all risk" casualty coverage, including but not limited to earthquake, flood, water leakage, theft, vandalism and malicious mischief (up to 100% of replacement cost), general liability, loss of rental income, and any other insurance maintained in the industry for similar properties.

"Rent" means Monthly Rent, together with any Percentage Rent, reimbursements for CAM, Taxes or Insurance, and all other sums, fees or amounts to be paid by Tenant to Landlord pursuant to the terms of this Lease (which are sometimes collectively referred to herein as "Additional Rent")

The "Security Deposit" shall be \$ 4,441.25 (spell out: Four Thousand Four Hundred Forty One and Twenty Five/100).

"The Pre-Paid Rent" shall be \$ N/A (spell out: \_\_\_\_\_ and Zero/100).

"Taxes" mean all real estate taxes, including all ad valorem taxes and levies and all installments of all general or special assessments, which may accrue or be levied or assessed by any lawful authority at any time during or applicable to the Term with respect to the Premises or the Rent charged hereunder.

The "Trade Name" of Tenant (if any) is Found By The Pound

### 2. RENT AND OTHER TENANT PAYMENTS:

**A. Payment of Rent.** Tenant shall pay all monthly installments of Monthly Rent in advance on the first day of each month during the Term; provided, however, that Tenant shall pay the first full installment of Monthly Rent (together with any partial Monthly Rent due as set forth below) concurrently with the execution of this Lease. If the Term commences or ends on a day other than the 1<sup>st</sup> day of the month, Monthly Rent for such month shall be prorated on a daily basis. Tenant's covenant to pay Rent is independent of every other covenant set forth in this Lease. Unless otherwise specified as set forth herein, Additional Rent shall be due and payable no earlier than thirty (30) days after Notice thereof is delivered to Tenant (but no more frequently than monthly).

53 Subject thereto, all Rent shall be paid without demand on or before the date when due without deduction, set-off, counterclaim or a  
54 grace period whatsoever but no later than ten (10) days. All Rent shall be payable to Landlord and shall be delivered (along with  
55 any Security Deposit and any Notice called for hereunder) to the address set forth below the signature of Landlord (or its Property  
56 Manager, as the case may be) on the last page of this Lease, or to such other person or place as Landlord may from time to time  
57 direct by Notice to Tenant.

58 **B. Electronic Payment.** Tenant (*Check one*)  does  does not authorize Landlord to electronically withdraw from Tenant's  
59 Account (hereinafter defined) payments of (*Check one*):  Monthly Rent (only) or  all Rent, during the Term. Tenant shall  
60 notify Landlord of the name and address of the bank, credit card or financial institution in which Tenant's account (the "Account")  
61 is located and the number of the Account, and executive authorization forms acceptable to effectuate the payment of Rent as above  
62 provided. Tenant shall retain sufficient amounts in the Account for monthly withdrawals throughout the Term. If Tenant desires to  
63 change the Account to another financial institution, Tenant shall give Landlord thirty (30) days prior Notice thereof and execute  
64 authorization forms to enable Landlord to electronically withdraw Rent as above provided, without hiatus.

65 **C. Percentage Rent.** (If the following is not intended to apply, insert "zero," "0," "NIA" or "Not Applicable". This paragraph  
66 should only be completed for a lease permitting a retail use). Tenant shall also pay, as "Percentage Rent", for  
67 each Lease year the amount (if any) by which N/A percent (N/A %) of the amount of Tenant's Gross Sales  
68 (as defined below) during such Lease Year exceeds the total amount of Monthly Rent for such Lease Year. The first  
69 "Lease Year" shall commence on the first day of the first full calendar month of the Term and shall end at the close of the  
70 twelfth full calendar month of the Term. Thereafter, each "Lease Year" shall consist of consecutive periods of twelve (12)  
71 full calendar months. "Gross Sales" shall include the aggregate of all sales and charges for services rendered or  
72 performed and business conducted, whether wholesale or retail and whether for cash or credit, made in, upon or from the  
73 Premises by Tenant and all of its licensees, concessionaires and sublessees, but shall not include sales taxes or similar  
74 taxes collected from customers for governmental agencies, sales to employees at discount, nor returns, refunds or  
75 allowances made by Tenant to its customers. Tenant shall furnish Landlord with a written statement showing the amount  
76 of Gross Receipts for the Premises from the beginning of the Lease Year to the end of the calendar month Immediately  
77 preceding the delivery of such statement, and shall pay any such Percentage Rent due, within thirty (30) days after the  
78 last day of each quarter of each Lease Year. Such statement shall be signed by Tenant and certified to be correct, by  
79 either a certified public accountant or a financial officer of Tenant and in such form and content as Landlord may  
80 reasonably determine.

81 **D. Audits.** Landlord agrees to keep accurate records documenting CAM, Taxes and Insurance, and (if Tenant is required to pay  
82 Percentage Rent) Tenant agrees to keep accurate records documenting Gross Sales, for a minimum of two (2) years after either  
83 incurring such costs or making such sales. Upon thirty (30) days' prior Notice, either party, at its sole cost and expense, may  
84 examine the other party's records (no more than once per year). If such examination reveals a misstatement of four percent  
85 (4%) or more (per year for CAM, Taxes and Insurance, or per quarter for Gross Sales), then the other party shall pay the  
86 reasonable cost of such examination and either refund the overcharged amount or pay Additional Rent, together with Interest  
87 thereon at the Default Rate, payable from the date of the overcharge of CAM, Taxes and Insurance, or the underpayment of Percentage  
88 Rent.

89 **E. CAM/Taxes/Insurance.** Unless otherwise expressly provided, Tenant shall directly contract and timely pay for all electricity,  
90 gas, water, fuel, trash removal and any other services or utilities that are separately metered and supplied to the Premises. If  
91 Landlord elects to supply any such services or utilities, then Tenant shall pay to Landlord all reasonable costs for its  
92 consumption thereof as Additional Rent. In no event shall Landlord be liable for any Interruption or failure in the supply of any  
93 services or utilities to the Premises. Tenant shall also reimburse Landlord for CAM, Taxes and Insurance (if and as provided in  
94 Section 1), prorated on a daily basis for any partial month. If Landlord elects to contest any Taxes or proposed Increase thereof, any  
95 expense incurred in such contest shall be considered as a Tax expense and Tenant shall pay for the same. Landlord may, at its  
96 option, require fixed monthly or other periodic charges for any such CAM, Taxes and Insurance, based upon the estimated annual  
97 cost thereof, payable in advance, but subject to Audit readjustment based on the CAM changes and actual costs Incurred as set forth  
98 in subparagraph D. above.

99 **F. Late Charges/Default Interest.** This provision shall not affect Landlord's right to declare Tenant In default for  
100 failure to pay any sum when due and is in addition to all other rights and remedies available under this Lease in  
101 connection therewith. Tenant agrees to pay as a late charge \$ 250 for each month that any payment of Rent  
102 remains unpaid after the due date. In addition, any Rent which remains in arrears three (3) days after the same is due  
103 shall bear interest at the annual rate equal to three percent (3%) In excess of the publicly announced prime rate of U.S.  
104 Bank, N.A. (or its successors), but not to exceed the highest rate permitted by applicable law (the "Default Rate").

105 **G. Security Deposit.** Tenant shall deliver the Security Deposit (if any) upon execution of this Lease to Landlord (or  
106 its Property Manager If so designated) to be held as security for the payment of all Rent and the full and faithful  
107 performance by Tenant of all of its obligations hereunder. Landlord shall always have the right to apply the Security  
108 Deposit (or portions thereof) to cure any default that may exist. Upon surrendering possession of the Premises as  
109 required hereby, Landlord shall return the Security Deposit to Tenant, provided Tenant has made all payments and  
110 performed all obligations of Tenant hereunder. The Security Deposit does not constitute liquidated damages and nothing  
111 herein shall limit Landlord's right to recover actual damages in excess thereof, or any other cause of action Landlord may  
112 have against Tenant under this Lease, or permit Tenant to apply any portion thereof in lieu of payment of any Rent due  
113 hereunder. The Security Deposit may be held in an interest bearing account and need not be maintained intact or in a

114 separate escrow account unless the laws of the State in which the Premises is located require otherwise. Any Interest  
115 earned shall be paid to Landlord or its designated Property Manager from time to time. If Landlord conveys its Interest  
116 under this Lease, the Security Deposit (or portion thereof not previously applied) may be turned over to Landlord's  
117 grantees or assigns. In such case, Tenant hereby releases Landlord any liability with respect thereto and shall look  
118 solely to such grantee or assign. Property Manager may deliver any Security Deposit received by it directly to Landlord,  
119 and shall have no responsibility for any refund due to Tenant.

120 **3. RENEWAL OPTION:** *(If the following is not intended to apply, insert "zero," "0," "N/A" or "Not Applicable")* Tenant shall  
121 have the right to extend the Term for One ( 1 ) additional period(s) of Three ( 3 ) years each, commencing  
122 on the expiration of the then current Term (*i.e.*, expiration of the initial Base Term with respect to commencement of the  
123 first extension period; expiration of the first extension period with respect to commencement of the second extension  
124 period, etc.) of this Lease. Such right shall be deemed effectively exercised only if Tenant gives Landlord Notice thereof at  
125 least Ninety ( 90 ) days (*ninety (90) days if none stated*) prior to the expiration of the then current Term and only if Tenant is  
126 not in default at the time of such exercise. All terms and provisions of this Lease shall apply during the extension Term(s), except  
127 that Monthly Rent payable pursuant to the Lease shall be increased as follows:

128 Extension Term 1: (1 of 3): \$ 18.57 per square foot or N/A prevailing market  
129 Extension Term 2: (2 of 3): \$ 19.13 per square foot or N/A prevailing market  
130 Extension Term 3: (3 of 3): \$ 19.70 per square foot or N/A prevailing market  
131 Extension Term 4: \_\_\_\_\_: \$ \_\_\_\_\_ per square foot or \_\_\_\_\_ prevailing market

132 Tenant's failure to timely exercise any right to extend the Term shall cause all rights (if any) to future extensions to lapse.  
133 The right to extend the Term is expressly made to be personal to only the initial Tenant named in this Lease and shall not  
134 inure to the benefit of any successor, assignee or subtenant of said Tenant.

#### 135 **4. USE OF PREMISES; CONTINUOUS OCCUPANCY:**

136 **A. Permitted Use of Premises.** Tenant agrees to use and occupy the Premises solely as  
137 for the retail sale of new and gently used clothing, apparel and related fashion accessories and for no other purpose  
138 without the prior written consent of Landlord in each event, which consent shall be at Landlord's discretion. Tenant shall  
139 be solely responsible to conduct its business in compliance with all local, state and federal laws, orders, ordinances,  
140 regulations and requirements ("Laws") now or hereafter affecting the Premises or the use thereof, including without  
141 limitation accessibility laws. Tenant shall also comply with all encumbrances and shall not violate in any manner any  
142 exclusive use rights or prohibited use restrictions encumbering the Property, which exclusive and prohibited use  
143 provisions are available for Tenant's inspection. Tenant will not use the sidewalks or anyplace outside of the Premises to  
144 store personal property, merchandise or coin vending machines of any kind without the prior written consent of Landlord.  
145 Tenant shall not commit waste in the or Premises and agrees to keep the Premises free from any pests, Insects, debris,  
146 trash or filth, to comply with all insurance regulations and to not do anything to cause an increase in rates or cancellation  
147 of insurance. Tenant shall not allow any unreasonable noise, vibration, odor, trash or fumes to escape the Premises, or  
148 any other public or private nuisance, and upon Notice from Landlord thereof, will promptly modify its conduct to eliminate  
149 any such objectionable operations. The parties specifically acknowledge and agree that the Building (*check one*) o is o is  
150 not a smoke free facility.

151 **B. Reserved Rights/Safety.** Tenant's use and occupation of the Premises shall at all times be subject to the  
152 exclusive control and management of Landlord. Landlord shall have the right, from time to time, to make, establish and  
153 promulgate reasonable rules and regulations with regard to the operation, maintenance and use thereof. Tenant  
154 covenants to observe, keep and comply with such rules and regulations. Landlord shall have the exclusive right at any  
155 and all times to close any exterior portion of the Premises as may be necessary to prevent the public from obtaining  
156 prescriptive rights, or to make repairs, changes or additions thereto and may change the size, area or arrangement  
157 thereof within or adjacent to the Land, and may enter into agreements with adjacent owners for cross easements for  
158 parking, ingress or egress. Landlord further reserves the right to change, eliminate or add to the Building. Any such  
159 diminution shall not be deemed to be a constructive or actual eviction of Tenant. Landlord shall not be liable to Tenant for  
160 any crime committed against Tenant or any Tenant Party (as defined below). Tenant shall assess its own risk and design  
161 its own plan for the safety of Tenant and any Tenant Party at the Premises. Tenant shall report any criminal incidents in  
162 or near the Premises to Landlord or its Property Manager (if any), and If requested, shall fill out an incident report and  
163 participate in any Investigation management may choose to undertake. Should Landlord establish any security  
164 procedures and policies, including but not limited to a policy regarding concealed weapons, Tenant shall abide by same.

165 **C. Continuous Occupancy.** If Tenant Is required to pay Percentage Rent hereunder, Tenant shall keep its  
166 business in the Premises open continuously during the Term, fully fixtured, stocked and staffed, using only the Trade  
167 Name, on the following days and hours \_\_\_\_\_ N/A \_\_\_\_\_,  
168 and will not cease operations in the Premises without the express written consent of Landlord, unless prevented from doing so by  
169 reason of an event of Force Majeure. If Tenant fails to comply with the terms of this paragraph, then in addition to any and all  
170 remedies of Landlord herein, Tenant shall pay Landlord (in addition to all other Rent required to be paid by Tenant  
171 hereunder), Additional Rent at the rate of 1/360th of the total annual Monthly Rent for each day Tenant fails to so comply.

172 **5. ACCEPTANCE, ALTERATIONS AND RETURN OF PREMISES:**

173 **A. Acceptance of Premises/Landlord's Work.** Tenant has inspected the Premises prior to execution of this Lease  
174 and, subject to the rights of any present or former occupant (if any) to remove its personal property and trade fixtures, and  
175 unless and except as may be otherwise noted below regarding Landlord's Work, shall accept and take possession no  
176 later than the Commencement Date scheduled above in its "as-is" condition. The parties acknowledge that Landlord has not made  
177 and hereby disclaims all warranties and/or representations, express or implied, regarding the Premises and the condition, habitability  
178 or fitness thereof for any use or purpose whatsoever, including any representation or warranty imposed by operation of law,  
179 course of dealing, custom, practice or otherwise. Landlord shall use all reasonable diligence to give Tenant full and exclusive  
180 possession of the Premises as of the scheduled Commencement Date, but if Landlord fails to do so for any reason (with all of  
181 Landlord's Work, if any, substantially completed), then Rent shall abate (prorated on a daily basis) and the Commencement Date shall  
182 be extended for the period of any such delay. Tenant shall make no other claim against Landlord for any such delay; provided,  
183 however, that if for any reason other than an event of Force Majeure, possession is not so delivered to Tenant on or before  
184 October 1, 2021, then Tenant shall have the option of cancelling and terminating this Lease by giving Notice to Landlord  
185 within ten (10) days thereafter.

186 "**Landlord's Work**" is limited to the following items (if any) which (*unless otherwise specified*) shall be substantially  
187 completed prior to the scheduled Commencement Date (*Attach additional pages if needed, but if the following is not applicable,*  
188 *insert "NIA" or "Not Applicable"*): "As-Is" with Mechanical, Electrical, Plumbing and HVAC in good working order.

189 \_\_\_\_\_ Tenant shall be  
190 permitted to install fixtures and equipment in the Premises prior to the Commencement Date only with the prior written consent of  
191 Landlord. Any work done by Tenant prior to completion of Landlord's Work shall be done in such manner as will not interfere with  
192 the progress of Landlord's Work, if any. Landlord shall have no liability or responsibility for the loss of or any damage to any  
193 Tenant Personalty (as defined at Section 7B below) so installed or placed on the Premises. Notwithstanding anything herein to the  
194 contrary, in no event shall the Commencement Date occur later than the date on which Tenant initially opens the Premises for  
195 business. Upon written request of Landlord or Tenant, the parties shall enter into a written memorandum setting forth the  
196 Commencement Date and Lease expiration date in such form as is provided by Landlord, but Tenant shall not record this Lease  
197 without Landlord's prior written consent. The parties acknowledge that certain obligations under this Lease may commence prior  
198 to the Commencement Date and agree to be bound by those terms. Tenant at Tenant's expense, shall be responsible for obtaining  
199 its own occupancy permit. Tenant is responsible for its own phone, data, computer & security wiring and costs.

200 **B. Signs and Alterations.** Tenant shall not make any alterations or additions in or to the Premises, and shall not  
201 erect, install or permit to be put upon any exterior door, wall or window of the Premises, under the canopy or on any other  
202 part of the Premises which is visible to public view outside the Premises, any sign, billboard, display or advertisement  
203 whatsoever without the prior written consent of Landlord. Tenant shall, at its own expense, maintain any such approved  
204 sign, advertising or display in good condition and repair and shall pay for all electric current consumed thereby. All signs  
205 shall comply with Landlord's sign criteria, which criteria shall be made available to Tenant upon request, and with all  
206 applicable Laws, the determination of which and compliance therewith shall be Tenant's sole responsibility, regardless of  
207 whether Landlord consents to Tenant's proposed signage.

208 **C. Surrender of Premises.** Upon the expiration or earlier termination of the Term, Tenant shall surrender  
209 possession of the Premises in as good order, condition and repair as when received, ordinary wear and tear excepted,  
210 shall remove all Tenant Personalty (except as specifically set forth below) and debris, thoroughly clean the Premises and  
211 have all carpets cleaned by a professional cleaning company. Tenant shall reimburse Landlord for any necessary repairs  
212 or cleanup that is not completed by Tenant prior to surrendering possession, including but not limited to any damage  
213 caused by the installation or removal of any Tenant signage to any exterior Building surface and any work required to  
214 cause such area to match the balance of the Building, which work shall be delineated and performed (at Landlord's option  
215 and at Tenant's expense) by Tenant or by or on behalf of Landlord. Unless otherwise agreed to in writing by Landlord, all  
216 alterations, additions, improvements, installations and fixtures at the Premises, by whomsoever Installed or erected  
217 (excepting only such business trade fixtures belonging to Tenant as are set forth in writing and attached hereto or as  
218 subsequently agreed to in writing by Landlord) shall belong to Landlord and remain on and be surrendered with the  
219 Premises; provided, however, at Landlord's option, to be exercised if at all by giving Notice to Tenant no later than  
220 Seventy-five ( 75 ) days (*75 days if none stated*) prior to expiration of the Term, Tenant may be required to  
221 remove Tenant's alterations and improvements prior to surrendering possession. If this Lease is terminated because of  
222 Tenant's default hereunder, Tenant shall not be permitted to remove any Tenant Property without Landlord's prior written  
223 consent. Tenant's obligations under this paragraph shall survive the expiration or termination of this Lease.

224 **6. MAINTENANCE, REPAIRS & ACCESS TO PREMISES:**

225 **A. Maintenance By Tenant.** Tenant shall keep and maintain the Premises in at least as good order, condition and  
226 repair as when received (ordinary wear and tear excepted), and when necessary, will be responsible for the cost to  
227 replace all parts of the Premises (excepting only those for which Landlord is expressly responsible under this Lease),  
228 including without limitation, any docks, utility service meters and lines (from the point such lines enter the Building) and all  
229 heating, ventilating, air-conditioning, plumbing, sprinkler, electrical and other mechanical equipment, appliances and  
230 systems (wherever located), interior walls, inside surfaces of exterior walls, fixtures, floor coverings, lighting fixtures, all  
231 glass, windows, doors and frames for same, all improvements made by or on behalf of Tenant and all Tenant Personalty  
232 (defined below) - - Tenant will also clean and maintain any exterior areas of the Premises (including removal of snow and

ice from all driveways, parking areas and sidewalks unless specified otherwise}, and regularly water, mow, trim, fertilize and otherwise maintain any lawns, shrubs, plants, trees and other landscaping located at the Premises. Tenant shall also be responsible for any damage arising from any act for which Tenant has indemnified Landlord (as set forth below). Landlord may choose to directly make any such repairs or replacements and, if so, Tenant shall reimburse Landlord for the actual cost thereof as Additional Rent.

**B. Maintenance By Landlord.** Landlord shall keep and maintain in good order, condition and repair (ordinary wear and tear excepted), the foundation, roof and exterior walls (exclusive of interior surfaces), gutters and downspouts of the Building, and structural portions thereof, except as to damage arising from any act for which Tenant has indemnified Landlord (as set forth below), which is Tenant's sole responsibility. Nothing herein shall be construed to require Landlord to repair any storefront or other fixture or improvement installed by Tenant. Tenant shall notify Landlord immediately of any repairs needed that, if left unattended would result in damage to the Premises, such as water leakage, roof damage, wall cracks and/or holes, termite or insect damage, etc. Landlord shall have no duty to make any repairs until and unless Tenant provides Landlord Notice of the need therefor, and Landlord shall have a reasonable time thereafter to make such repairs.

**C. Access.** Landlord may enter the Premises at reasonable hours and upon prior reasonable Notice (except in case of an emergency, for which prior Notice shall not be required) to examine the same, to show it to prospective lenders and purchasers, and to do anything Landlord may be required or permitted to do under this Lease. During the last Ninety (90) days (*90 days If none stated*) of the Term, Landlord may display a "For Rent" sign on and show the Premises to prospective tenants. Landlord specifically reserves the right to the exclusive use of the roof, the air space above the roof, the space below the floor of the Premises and the exterior walls of the Building, and the right in, over and upon the Premises as may be reasonably necessary or advisable for servicing of the same or other portions of the Land, including without limitation the right to install, maintain, use, repair and replace pipes, duct work, conduits, utility lines and wires. Tenant shall not cause or permit accumulation of any debris or other matter on the roof of the Building and will not in any manner cut or drive nails into it. Tenant shall use the services of Landlord's roofing contractor for installation of any roof mounted equipment or accessories to avoid invalidating Landlord's roof warranty, which equipment, notwithstanding the foregoing, shall not be installed without Landlord's prior written consent.

## 7. TENANT INDEMNITY & INSURANCE; SUBROGATION:

**A. Indemnification.** Tenant shall indemnify, defend and hold harmless Landlord and Landlord's Property Manager (if any, as designated from time to time) and their respective officers, shareholders, members, partners, employees and agents (each a "Landlord Party") from and against any and all loss, liability, cost and expense of any kind that may occur or be claimed with respect to any injury or damage to persons or property arising out of or resulting in any way from (I) any act or omission of Tenant or any of its customers, guests, invitees, employees, agents, contractors, servants, licensees, sublessees, occupants or other persons or entities permitted at the Premises at any time claiming under or through Tenant (each, a "Tenant Party") during the Term or any period referenced in Paragraph S.A; (II) any breach or default in the performance of any obligation of Tenant hereunder; (iii) the use of the Premises by Tenant or any Tenant Party; and (iv) any occurrence in, upon, at or from the Premises; excepting only to the extent caused by the willful misconduct or extreme and reckless indifference and disregard for the safety and rights of others by Landlord or a Landlord Party. Tenant shall promptly notify Landlord of any claim, action, proceeding or suit instituted or threatened against a Landlord Party or Tenant. If a Landlord Party is made a party to any action for which Tenant has agreed to provide Indemnity, then Tenant shall pay all costs and provide counsel reasonably acceptable to such Landlord Party in such action or shall pay, at the indemnified party's option, their reasonable attorney fees and costs incurred in connection therewith. The terms of this section shall survive the expiration or termination of this Lease.

**B. Insurance.** Tenant shall procure and keep in full force, at its sole cost and expense, at all times during the Term:

(I) plate glass insurance in the amount of one hundred percent (100%) of the replacement cost of all windows and doors in the Premises, subject to a deductible acceptable to Landlord, and, unless expressly stated otherwise, insurance covering all merchandise, inventory, goods, contents, signs, advertisements, displays, furnishings, fixtures, equipment, improvements or other work done, and all other personal property owned, leased or kept, by or on behalf of Tenant or any Tenant Party in or about the Premises ("Tenant Personalty") in an amount not less than their full replacement cost providing protection against any peril included within the classification "All Risk" coverage, together with insurance against sprinkler leakage (if the Premises are sprinklered), earthquake, flood, water leakage, theft, vandalism and malicious mischief; and

(II) comprehensive public liability insurance protecting and indemnifying Landlord and its designated Property Manager (if any) in an amount not less than One Million and Zero/100 DOLLARS (\$ 1,000,000.00 ) for injury or death per person, Two Million and Zero/100 DOLLARS (\$ 2,000,000.00 ) per occurrence, and One Million and Zero/100 DOLLARS (\$ 1,000,000.00 ) for property damage; and

(III) if at any time during the Term, beer, wine or other alcoholic liquor or beverages are sold or given away from the Premises (it being understood and agreed, however, that the foregoing shall not authorize the use of the Premises for such purposes without the prior express written consent of Landlord), Dram Shop insurance protecting Tenant and all Landlord Parties in connection therewith, with policy limits as provided for by Law and otherwise acceptable to Landlord.

If the rates applicable to any Insurance maintained by or on behalf of Landlord shall be increased by reason of any use of the Premises made by Tenant or any Tenant Party or any property placed or stored therein, then Tenant shall pay

to Landlord such increase in insurance rates (*i.e.*, premiums) as are caused thereby (as determined by the organization making the premium rates). If at any time during the Term Tenant fails to procure or maintain any insurance required of it hereunder, or to pay for any increase in premiums in accordance herewith, then (in addition to all other remedies available for a default by Tenant) Landlord (and/or Landlord's designated lender(s) or Property Manager, if any) may (but shall not be obligated to) procure the same at Tenant's expense. Tenant shall immediately reimburse Landlord for any such premium expense, plus interest thereon at the Default Rate from the date of expenditure until fully reimbursed.

All policies of insurance required of Tenant hereunder shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of not less than A-XII as rated in the most currently available "Best's" insurance reports, and licensed and qualified to do business and write such coverage in Missouri. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry, and shall name landlord and its designated lender(s) and Property Manager (if any) as additional insureds. All public liability policies shall contain a provision entitling recovery under said policies for any loss occasioned by any landlord Party by reason of Tenant's negligence, notwithstanding their being named as additional insureds thereunder. Executed copies of such policies or certificates thereof shall be delivered to Landlord prior to any entry upon the Premises by Tenant. Renewal policies or certificates shall be delivered to landlord within thirty (30) days prior to the expiration of the term of each such policy and upon request of Landlord at any time during the Term. Tenant's insurance policies shall contain an endorsement that such insurance may not be cancelled or amended except upon at least thirty (30) days' prior Notice from the Insurance company to Landlord and/or its designated Property Manager.

**C. Mutual Waiver Of Subrogation.** Landlord and Tenant hereby waive all rights each may have against the other on account of any loss or damage occasioned to the person or property of Landlord or Tenant, the Premises or its contents, arising from any risk which is insured against by Landlord or Tenant (but only if and to the extent that insurance proceeds are in fact paid to or for the account of the party giving the release hereunder). Subject thereto, the parties, for themselves and on behalf of their respective Insurance companies insuring against any such loss, waive any such right of subrogation that they may have against each other.

**8. CASUALTY:** If the Premises is partially damaged by any casualty insured under landlord's Insurance, then upon landlord's receipt of the policy proceeds, Landlord shall, except as otherwise provided herein, repair and restore the same (exclusive of Tenant's Personalty) to substantially its condition as of the Commencement Date; limited, however, to the extent of the insurance proceeds received in hand by landlord therefore and allocable to the Premises. If by reason of any such occurrence: (a) the Premises are damaged in whole or in part as a result of a risk which is not covered by landlord's Insurance; or (b) the Premises are damaged in whole or in part during the last year of the Term (or at any time during a renewal term); or (c) the Building is damaged to an extent of thirty percent (30%) or more of the then replacement value thereof or cannot in landlord's reasonable judgment be restored within six (6) months from the date of the casualty; or (d) any of the Land is damaged (whether or not the Building is damaged) to such an extent that Landlord determines that the Premises cannot be operated as an integral unit or that its continued operation is not economical; or (e) Landlord's Lender requires that any of landlord's insurance proceeds be applied to reduce landlord's loan balance, then in any of such events, Landlord may elect either to repair the damage as aforesaid, or terminate this Lease upon ninety (90) days prior Notice to Tenant. Thereupon, this Lease shall terminate with the same force and effect as though the date set forth in Landlord's Notice were the date herein fixed for the expiration of the Term, Tenant shall immediately vacate and surrender the Premises and, subject thereto, Tenant's liability for Rent shall cease. Unless so terminated, this Lease shall remain in full force and effect and Tenant shall perform any other work required to put the Premises in the same or better condition in which it existed prior to such casualty and restore, repair or replace all Tenant Personalty. The proceeds of all insurance carried by Tenant on said property shall be held in trust by Tenant for the purpose of such repair, restoration or replacement. If the casualty renders the Premises untenable in whole or in part and as a result Tenant ceases to use the Premises or a portion thereof, a proportionate reduction of the Monthly Rent shall be allowed from the date the damage occurred until the date the Premises can be made tenantable (or the effective date of termination as herein provided), said reduction to be computed on the basis of the ratio which the square foot area of the space rendered untenable bears to the aggregate square foot area of the Premises, and Percentage Rent (if any) shall be adjusted based upon the revised Monthly Rent as so reduced. Tenant shall have no claim for compensation or otherwise resulting from the inconvenience or annoyance arising from any repairs of the Premises, the Building or any other part of the land however occurring. All Tenant Personalty in or about the Premises shall be at the sole risk and hazard of Tenant and Landlord shall not be liable or responsible for (and Tenant hereby releases landlord from) any loss or damage thereto, regardless of the cause thereof, whether or not insured hereunder and whether or not originating in the Premises or elsewhere. Landlord shall not be liable to Tenant for any acts or omissions of other persons whatsoever.

**9. EMINENT DOMAIN:** If the entire Premises is taken by any authority under threat or power of eminent domain (a "Taking"), then this Lease shall terminate upon the earlier of the date when title to or possession of the Premises is transferred, and all Rent shall be paid up to that date. If only a part of the Premises is so taken and the remainder is left unfit for the normal operation of the business for which Tenant had been using the Premises (or if any such Taking shall occur during the last year of the Term, then Tenant or Landlord shall have the right to terminate this Lease upon thirty (30) days prior Notice to the other, but in no event prior to the date title to or possession of that portion of the Premises so

353 taken is transferred. If any Taking proceeding is instituted in which it is sought to take any part of the Building or the  
354 Land, or if the grade of any street or alley adjacent to the Land is changed by any competent authority, and as a result  
355 thereof: (I) Landlord determines that the Premises cannot be operated as an integral unit or that its continued operation is  
356 not economical; or (II) Landlord's lender requires that any of Landlord's condemnation proceeds be applied to reduce  
357 Landlord's loan balance, then, in any of such events, Landlord may terminate this Lease upon ninety (90) days prior  
358 Notice to Tenant. If not terminated, this Lease shall remain in full force and effect, except that Monthly Rent shall be  
359 reduced on the basis of the ratio which the square foot area of the space rendered untenable bears to the aggregate  
360 square foot area of the Premises, and Percentage Rent (if any) shall be adjusted based upon the revised Monthly Rent as  
361 so reduced. Landlord shall, upon receipt of the award in such Taking, repair and restore the remainder of the Premises  
362 (other than Tenant's Personalty) to substantially its condition as of the Commencement Date; provided, however, that in  
363 no event shall landlord be required to spend more than the amount so received by Landlord and allocable to the  
364 Premises (net of all claims of lenders and/or ground lessors), and Tenant shall, at Tenant's expense, perform any other  
365 work required to put the Premises in the same or better condition in which it existed prior to such Taking, restore, repair or  
366 replace all Tenant Personalty and (if applicable) promptly reopen for business.

367 Tenant shall have the right to participate, at its sole cost and expense, in any proceeding involving the Taking of the  
368 Premises or a part thereof, or if this Lease is terminated by Landlord, but solely for the purpose of prosecuting a separate  
369 claim directly against the condemning authority (to the extent permitted by applicable Law), but not against Landlord, to  
370 protect and defend its interests for the value of or damages to and/or the cost of removal of Tenant's Personalty (to the  
371 extent such was not paid for by Landlord), the loss of or interruption to Tenant's business, Tenant's moving expenses, or  
372 as may otherwise be recoverable by Tenant in its own right, so long as no such claim shall diminish or otherwise affect  
373 Landlord's award (including but not limited to any award for the loss or diminution of the value of this Lease). The Taking  
374 of any parking, sidewalk or other exterior areas, change of grade as set forth above, or any other Taking not involving the  
375 Building or termination hereof shall not affect this Lease, and Tenant shall not be entitled to and shall have no claim  
376 against Landlord for any compensation, abatement or reduction of Rent or any award made in connection therewith.

377 **10. DEFAULT AND REMEDIES:** If: (a) Tenant fails to comply with any term of this Lease upon ten (10) days' prior  
378 Notice (excepting the payment of Monthly Rent, for which no demand or Notice shall be necessary), (b) Tenant files a  
379 petition in bankruptcy or under any similar law for insolvency or dissolution, becomes insolvent or makes an assignment  
380 for the benefit of creditors; or (c) a petition is filed against Tenant in bankruptcy or under any similar law or a receiver is  
381 appointed for Tenant or any material assets of Tenant and the same is not discharged within ninety (90) days, Tenant shall be in  
382 default and Landlord shall have the option to do any one or more of the following: (I)  
383 enter upon the Premises or any part thereof, with or without process of law, and expel, remove and put out Tenant or any  
384 other person(s) who might be thereon, and use or (without any obligation to do so) remove and store all or any part of  
385 said Tenant Personalty found therein at Tenant's sole cost, or on three (3) days prior Notice to Tenant, sell any such  
386 Tenant Personalty at public or private sale, or if shall be unsellable, to dispose of it in any manner without liability; (II)  
387 terminate this Lease; or (iii) without terminating this Lease, rent the Premises or any part thereof for such term or terms (which may  
388 extend beyond the Lease Term) and at such rent and upon such other terms as Landlord in its sole discretion  
389 may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change the Premises. Any rents  
390 received by Landlord from such reletting shall be applied *first* to payment of any costs and expenses of such reletting,  
391 including without limitation attorneys' fees, advertising fees, brokerage fees and the costs of any such repairs, renovation,  
392 remodeling, redecoration, alterations and changes in the Premises; *second*, to the payment of any Rent or other  
393 indebtedness (other than Monthly Rent) due from Tenant hereunder; and *third*, to the payment of Monthly Rent due and  
394 payable hereunder. If after so applying such rents there remains a deficiency, Tenant shall immediately pay any such  
395 deficiency to Landlord along with interest thereon at the Default Rate until fully paid. No such re-entry or taking  
396 possession of the Premises shall be construed as an election on Landlord's part to terminate or accept a surrender of this  
397 Lease unless Landlord gives Tenant prior Notice of such intention. Notwithstanding any such reletting without  
398 termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous breach and default. If  
399 Landlord at any time terminates this Lease by reason of any default by Tenant, then Landlord may recover from Tenant  
400 the worth at the time of such termination of the excess of the amount of Rent reserved in this Lease for the balance of the  
401 Lease Term over the then reasonable rental value of the Premises for the same period. The rights and remedies of  
402 Landlord under this Lease are cumulative, and none shall be exclusive of any other right or remedy hereunder or  
403 otherwise allowed at law or in equity. Landlord shall have the right to cure any default on behalf of Tenant, in which event  
404 Tenant shall reimburse Landlord for all sums paid to effect such cure, together with interest thereon at the Default Rate  
405 until fully paid, or to seek redress in the courts at any time to correct or remedy any default of Tenant, by injunction or  
406 otherwise, without such result being deemed a termination of or acceptance of surrender of this Lease. If any litigation is  
407 commenced by either party to enforce any right or obligation hereunder, then In addition to any other available right or  
408 remedy, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and expenses.

409 **11. HOLDING OVER:** If Tenant remains in possession of the Premises after the expiration or sooner termination of the  
410 Term without Landlord's written consent, such holding over shall constitute a default hereof and, without limiting any other  
411 right or remedy of Landlord, create and be deemed to be a tenancy at sufferance, terminable without Notice of any kind  
412 except as may be required in accordance with Law, but subject to all other terms of this Lease insofar as the same may  
413 apply to such a tenancy, except that Tenant shall pay, in addition to all other charges payable by Tenant hereunder, for  
414 each day that Tenant holds over, Monthly Rent at an amount equal to 150% (150% if none states) the rate (on a per diem basis)  
415 of Monthly Rent herein provided to be paid during the last month of the Term. Landlord's receipt of holdover Rent shall not relieve  
416 Tenant of liability to Landlord for any damages resulting from Tenant's holdover.

417 **12. WAIVER:** No failure to exercise, or any delay in exercising, any right or remedy hereunder shall operate as a waiver  
418 thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof  
419 or any other right. Any waiver of any default, breach or failure under this Lease shall not be construed as a waiver of any  
420 subsequent or different default, breach or failure. No payment by Tenant or receipt by Landlord of a lesser amount than  
421 the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any  
422 endorsement or statement on any check or any letter accompanying any payment be deemed an accord and satisfaction.  
423 Landlord may accept such payment without prejudice to Landlord's right to recover the balance due or pursue any other  
424 remedy, or in any way waiving Landlord's rights with respect thereto or any other breach. No receipt of money by  
425 Landlord after termination of this Lease in any way shall reinstate, continue or extend the Term.

426 **13. ASSIGNMENT & SUBLETTING; SUCCESSORS & ASSIGNS:** Tenant shall not assign this Lease or sublease the  
427 Premises or any part thereof to any other person or entity without Landlord's prior written consent. Any merger,  
428 consolidation or liquidation to which Tenant is a party, any change in the "control" of Tenant, and any change in the  
429 composition of the persons or entities holding an ownership interest In Tenant shall be deemed an assignment for purposes  
430 hereof. "Control" means the ownership, directly or indirectly, of the voting stock or other ownership interests possessing the right  
431 to dictate the operations and activities of Tenant. Any assignment of this Lease shall not relieve Tenant of any of its duties or  
432 obligations hereunder. Subject thereto, all covenants, agreements and conditions herein contained shall extend to and be binding  
433 upon the respective successors, heirs, executors, administrators, assigns, receivers or other legal representatives of the parties  
434 hereto. Neither this Lease nor any interest herein shall pass to any trustee or receiver in bankruptcy or to any other receiver or  
435 assignee for the benefit of creditors by operation of law or otherwise.

436 **14. ESTOPPEL CERTIFICATE:** Tenant shall, from time to time upon not less than ten (10) days' prior Notice, execute  
437 and deliver to Landlord a statement, in form prepared by Landlord and certifying as follows: that this Lease is unmodified  
438 and in full force (or If modified, that the Lease as modified is in full force and stating such modifications), the dates to  
439 which Monthly Rent and any other charges have been paid, that Landlord is not in default under this Lease except for  
440 such defaults, if any, described in detail in such certificate, and that Tenant has no defenses, offsets or counter claims  
441 against its obligations to pay Rent hereunder and to perform its other covenants under this Lease; (or, if there are any  
442 alleged defenses, offsets or counter claims, setting them forth in reasonable detail). Such statement may be relied upon  
443 by any prospective purchaser, mortgagee or deed of trust holder of the Premises, and Tenant shall be liable for all loss,  
444 cost and expense resulting from the failure of any sale or funding of any loan caused by any refusal of Tenant to execute  
445 such estoppel certificate or any material misrepresentation contained therein.

446 **15. SUBORDINATION AND ATTORNMENT:** The rights of Tenant under this Lease shall be and are subject and  
447 subordinate at all times to all ground leases and/or underlying leases (if any), and to the lien of any mortgage, deed of  
448 trust or other lien, now or hereafter encumbering the Premises, and to any renewal, modification, consolidation,  
449 refinancing, extension and replacement thereof. This subordination shall be self-operative and no further instrument of  
450 subordination shall be required in order for the same to be effective; however, Tenant hereby irrevocably appoints  
451 Landlord as its attorney-in-fact with full power and authority to execute and deliver any certificate or subordination  
452 document that Landlord or any mortgagee may require, and upon request of Landlord, Tenant shall execute and promptly  
453 deliver the same in confirmation of this subordination. Any mortgagee shall have the right at any time to subordinate such  
454 mortgage, deed of trust lien or other lien to this Lease. Tenant agrees to give any mortgagee and/or deed of trust holder,  
455 by certified mail, a copy of any Notice of default served upon Landlord, provided that Tenant has been notified prior  
456 thereto (by way of notice of assignment of rents and leases or otherwise) of the address of such mortgagee and/or deed  
457 of trust holder. Further, if Landlord shall have failed to cure any default hereunder, then the mortgagee and/or deed of  
458 trust holder shall have an additional thirty (30) days within which to cure such default, or if such default cannot be cured  
459 within that time, then such additional time as may be necessary if within such thirty (30) day period, any mortgagee and/or  
460 deed of trust holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but  
461 not limited to commencement of foreclosure proceedings if necessary to effectuate such cure). In the event of a sale,  
462 transfer or assignment of Landlord's interest in the Premises, or if any purchaser by foreclosure sale or by deed in lieu  
463 thereof becomes the owner of the Premises, Tenant will attorn to and recognize such successor to Landlord as the  
464 landlord hereunder should Landlord so request such attornment.



465 **16. QUIET ENJOYMENT:** If Tenant timely and fully performs all of its obligations under this Lease, Tenant shall and may  
466 peaceably and quietly have, hold and enjoy the Premises for so long as this Lease remains in force, subject nevertheless to the  
467 specific provisions of this Lease; provided that such covenant of quiet enjoyment shall only bind the named Landlord, its  
468 heirs, successors, or assigns during such party's ownership of the Premises.

469 **17. ENTIRE AGREEMENT/AMENDMENTS:** This Lease and any Rider or other attachment hereto (if any) supersede all  
470 prior negotiations and constitute the entire agreement between the parties and there are no other agreements,  
471 representations, warranties or understandings relating to the subject matter hereof other than those expressly set forth  
472 herein. This Lease may not be changed, modified or amended, in whole or in part, except in a writing signed by both  
473 parties and delivered in the same manner as this Lease and making specific reference hereto. Landlord and Tenant  
474 further represent that each has full right, title, power and authority to make, execute and deliver this Lease.

475 **18. FORCE MAJEURE:** If either party is prevented or delayed from punctually performing any obligation or satisfying  
476 any condition under this Lease by any strike, lockout, labor dispute, inability to obtain labor, materials or reasonable  
477 substitutes therefor, acts of God, unusual governmental restriction, regulation or control, enemy or hostile government  
478 action, civil commotion, insurrection, sabotage, fire or other casualty, or any other condition beyond the reasonable  
479 control of such party or caused by the other party ("Force Majeure"), then the time to perform such obligation or to satisfy  
480 such condition shall be extended on a day-by-day basis for the period of delay caused by such Force Majeure event;  
481 provided, however, that the foregoing shall not apply to Tenant's obligation to pay Rent hereunder. In order for the  
482 foregoing to be effective, the party claiming the delay shall give Notice to the other party, within ten (10) days of the  
483 incident specified, setting forth with particularity the nature thereof, the reason therefor, the date and time incurred and the reasonable  
484 length the incident will delay fulfillment of any obligation contained herein. Failure to give such Notice within the specified time  
485 shall render such delay invalid in extending the time for performing the obligations hereunder.

486 **19. CONSTRUCTION:** Unless the context otherwise requires, when used in the Lease, the singular includes the plural and the  
487 masculine includes the feminine and neuter vice versa. A person is deemed to include an individual or any entity. If any  
488 provision of this Lease be deemed contrary to law or void as against public policy, such provisions shall be  
489 either modified to conform to the laws, or considered severable with the remaining provisions hereof continuing in full force. The  
490 titles and headings in this Lease are used only to facilitate reference, and in no way to define or limit the scope or intent of any of the  
491 provisions of this Lease. This Lease may be executed in two or more counterparts, all of which taken together shall constitute one  
492 instrument. This Lease shall be governed by the internal laws of the state of Missouri.

493 **20. NOTICES:** Unless otherwise specifically provided herein, any notice, consent, approval, request, waiver, objection,  
494 demand or other communication (collectively, "Notice") required or desired under this Lease to be given by or on behalf of  
495 either party to the other shall be in writing and may be delivered by mailing such Notice (prepaid) by registered or certified  
496 mail return receipt requested, addressed to Landlord (or Property Manager on its behalf if so designated), or to Tenant (as  
497 the case may be), at the address set forth on the signature page of this Lease. Notice to Tenant may also be effectively  
498 delivered to the Premises following initial occupancy thereof by Tenant. Notice to either party may also be sent via other  
499 means (including personal delivery, by courier, messenger or overnight delivery service guaranteeing next-day delivery  
500 and providing a receipt) or otherwise as permitted or required under applicable Law (such as posting or legal publication).  
501 Any such Notice shall be deemed to have been duly given when actually received by the intended recipient (or as  
502 otherwise provided under applicable Law). Refusal to accept service of a Notice shall constitute delivery thereof. A party  
503 may designate a new address for purposes of payment of Rent or delivery of any Notice hereunder by giving at least  
504 fifteen (15) days' advance Notice thereof to the other party in the manner provided above.

505 **21. ANTI-TERRORISM:** Each party hereto represents and warrants to each other party and to the Broker(s), that such  
506 party is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially  
507 Designated National and Blocked Person (as defined in Presidential Executive Order 13224), or with whom you are  
508 prohibited to do business with under anti-terrorism laws.

509 **22. BROKER COMPENSATION:** Except as may be specifically set forth in the "Special Agreements" of this  
510 Lease, any real estate commission or other compensation due to the undersigned (the "Broker(s)") will be paid by (*check*  
511 *one, neither or both, as applicable*)  Landlord  Tenant, pursuant to the separate brokerage service agreement(s) with  
512 said Broker(s). Landlord and Tenant each represent to the other that the Broker(s) identified in Section 23 below, is (are) the only  
513 real estate broker(s) involved in this Lease. Each party shall indemnify, defend and hold harmless the other party  
514 free from any loss, liability and damage incurred that arises as a result of any contrary claim made by any other person.  
515 The provisions of this Section shall survive expiration or termination of this Lease.

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**23. BROKERAGE RELATIONSHIP:** By signing below, Tenant and Landlord confirm that disclosure of the undersigned Broker(s) brokerage relationship, as required by law or regulation, was made to Landlord and/or Tenant or their respective agents and/or transaction brokers (as the case may be), by or on behalf of said undersigned Broker(s), no later than the first showing of the Premises, upon first contact, or immediately upon the occurrence of any change to their relationship.

**Licensee assisting Tenant is a:** *(Check appropriate box)*

- Tenant's Limited Agent (acting on behalf of Tenant)
- Landlord's Limited Agent (acting on behalf of Landlord)
- Dual Agent (acting on behalf of both Tenant and Landlord)
- Designated Agent (designated to act on behalf of Tenant)
- Transaction Broker Assisting Landlord (not acting on behalf of either Tenant or Landlord)
- Subagent of Landlord (acting on behalf of Landlord)
- Tenant is not represented

**Licensee assisting Landlord is a:** *(Check appropriate box)*

- Landlord's Limited Agent (acting on behalf of the Landlord)
- Tenant's Limited Agent (acting on behalf of the Tenant)
- Dual Agent (acting on behalf of both Landlord and Tenant)
- Designated Agent (designated to act on behalf of Landlord)
- Transaction Broker Assisting Landlord (not acting on behalf of either Landlord or Tenant)
- Landlord is not represented

By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

<u>Manor Brokerage, LLC</u>	<u>CBRE, inc.</u>
Broker's Firm Assisting Tenant (and MLS ID No., if any)	Broker's Firm Assisting Landlord (and MLS ID No., if any)

By (Signature) \_\_\_\_\_ By (Signature) \_\_\_\_\_

Licensee's Printed Name: Eddie Cherry Licensee's Printed Name: Paul Fusz

Address: <u>3270 Hampton Avenue, Suite 100</u>	Address: <u>190 Carondelet Plaza, Suite 1400</u>
<u>St. Louis MO 63139</u>	<u>St. Louis MO 63105</u>

Date: July 27, 2021 Date: July 27, 2021

Email: Eddie@manorrealestate.com Email: paul.fusz@cbre.com

**24. LICENSEE PERSONAL INTEREST DISCLOSURE:** *(complete if applicable; otherwise insert "Not Applicable")*  
N/A *(insert name of licensee)* is a real estate broker or salesperson and is *(check one or more, as applicable):*

- a party to this transaction;
- a principal of and/or has a direct or indirect ownership interest in  Landlord  Tenant, and/or
- an immediate family member of  Landlord  Tenant. Specify: \_\_\_\_\_

**25. FRANCHISE DISCLOSURE:** *(Check box and complete only if applicable).*

The following Broker(s) Property Manager is/are a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has no legal liability for its actions, despite its use of franchisor's trade name or insignia \_\_\_\_\_.

**26. TIME IS OF THE ESSENCE:** Time is of the essence in performance of the obligations of the parties under this Lease. All references to a specified time shall mean Central Time. Unless specified otherwise herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

**27. SUBMISSION OF LEASE:** Negotiation and submission of an offer to either party for signature does not constitute an option to lease or reservation of space. Neither Landlord nor Tenant shall be bound until the last party to sign this Lease has delivered a fully executed copy to the other party.

**28. RIDERS:** The following Riders are attached hereto and incorporated herein as part of this Lease *(Check all that apply)*

Exhibit A-1  \_\_\_\_\_

**29. SPECIAL AGREEMENTS:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

30. GUARANTEE FORM INCLUDED: Yes  No

**IN WITNESS WHEREOF,** the parties have executed and entered into this Lease as of the last date indicted below their respective signatures (the "Effective Date")

**SIGNATURE PAGE TO COMMERCIAL LEASE (SINGLE-TENANT)**

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**TENANT** *(for a corporation or other entity)*

**TENANT** *(for one or more individuals)*

Found By The Pound, LLC  
*(insert company/firm name of Tenant)*

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

\_\_\_\_\_

President  
**Print Name and Title**

\_\_\_\_\_  
**Print Name**

**Attest:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Print Name**

Address *(for Notices prior to Commencement Date):*

Address *(for Notices prior to Commencement Date):*

6740 Romiss Court

\_\_\_\_\_

Berkeley, MO

\_\_\_\_\_

Phone: (314) 524-5493

Phone: \_\_\_\_\_

Email: rwolf@riverbendtextiles.com

Email: \_\_\_\_\_

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

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

**LANDLORD:**  
*(Sign here if Landlord is to sign this Lease and receive Rent, Security Deposit and Notices directly)*

**PROPERTY MANAGER:**  
*(Sign here if Property Manager is to sign this Lease and receive Rent, Security Deposit and Notices for Landlord)*

City of University City, Missouri

\_\_\_\_\_

**Landlord's Name** *(if more than one individual, add or attach additional signature lines as needed)*

**Property Manager's Name**  
*(as Landlord's authorized agent)*

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

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

Printed Name: Gregory Rose

Printed Name: \_\_\_\_\_

Title *(if any)*: City Manager

Title *(if any)*: \_\_\_\_\_

Address: 6801 Delmar Boulevard

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

University City MO 63130

\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

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**EXHIBIT A**  
**ADDITIONAL LEASE TERMS**

The Lease shall be contingent upon Tenant's receipt of all necessary and required building and signage permits and approvals on or before the date which is sixty (60) days after the date Tenant's specifications and drawings are approved by Landlord.  
The Possession Date shall occur immediately following the expiration or sooner waiver of the Tenant's Permit Contingency.  
Throughout the Initial Term and Option Periods, Landlord shall be responsible for any major repairs (exceeding \$2,000) or replacement of the HVAC and MEP systems in the event such a repair or replacement is required. Additionally, if at any time a fire suppression system is required at the Premises to satisfy code, Landlord shall satisfy this requirement at its sole cost and expense.  
Landlord shall designate two (2) parking spaces in the parking garage behind the Premises solely for the use of Tenant's employees at a rate of \$150 per month per space.  
Tenant shall be allowed to install an interior neon sign behind the storefront glass and a blade sign below the awning subject to Tenant's compliance with governmental codes and regulations.

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**EXHIBIT A1**  
**DESCRIPTION OF THE PREMISES**  
**(PHYSICAL ADDRESS)**

6325 Delmar Boulevard, University City, Missouri 63130

**EXHIBIT B**

**LEASE COMMENCEMENT DATE AGREEMENT**

This Lease Commencement Date Agreement dated \_\_\_\_\_, 20 \_\_ shall be attached to and made a part of that certain Lease Agreement dated as of \_\_\_\_\_, 20 \_\_ (the "Lease") entered into by and between City of University City, Missouri ("Landlord"), and Found By The Pound, LLC ("Tenant").

- 1) Tenant does hereby agree that possession of the Premises has been accepted by Tenant as of \_\_\_\_\_, 20 \_\_.
- 2) The Tenant Improvements to the Premises required to be constructed and finished by Landlord have been substantially completed.
- 3) Base Rent shall commence as of \_\_\_\_\_, 20 \_\_.
- 4) The Lease Commencement Date is hereby agreed to be \_\_\_\_\_, 20 \_\_. The term of this Lease shall end on \_\_\_\_\_, 20 \_\_, unless sooner terminated as provided in the Lease.
- 5) Terms not otherwise defined herein shall have the meanings provided for in the Lease.

LANDLORD:

TENANT:

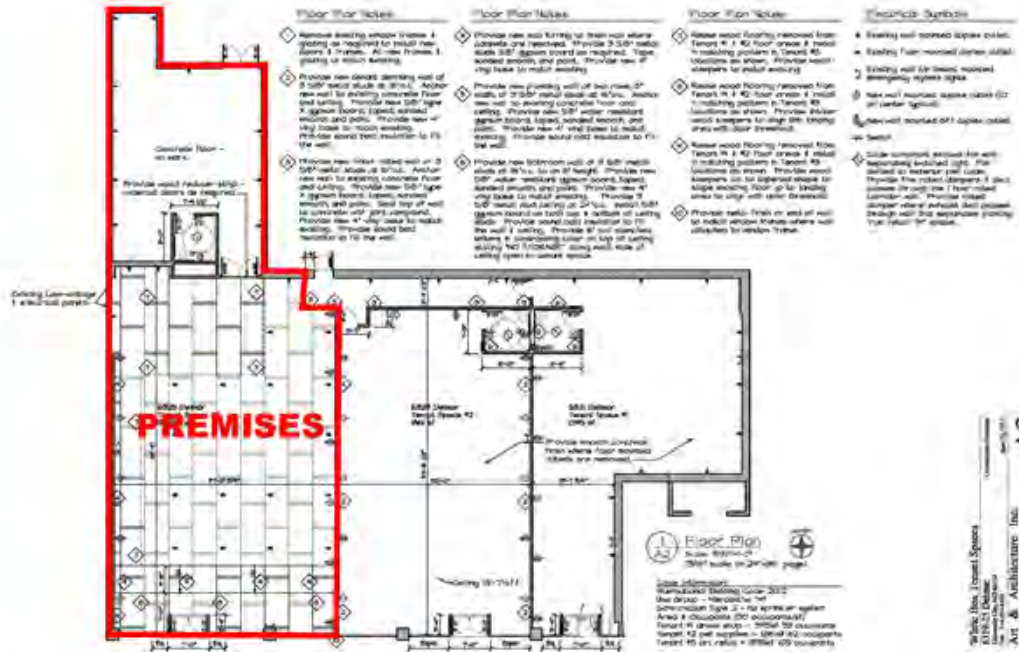
By: \_\_\_\_\_  
Gregory Rose

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT D**  
**FLOOR PLAN**  
 (INSERT FLOOR PLAN)



## EXHIBIT I

### **BUILDING RULES AND REGULATIONS**

The following rules and regulations shall apply to the Premises and the Building and the appurtenances thereto:

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by tenants or used by any tenant for purposes other than ingress and egress to and from their respective leased premises and for going from one to another part of the Building.

2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by a tenant or its agents, employees or invitees, shall be paid by such tenant.

3. No signs, advertisements or notices (other than those that are not visible outside the Premises) shall be painted or affixed on or to any windows or doors or other part of the Project without the prior written consent of Landlord. No nails, hooks or screws (other than those which are necessary to hang paintings, prints, pictures, or other similar items on the Premises' interior walls) shall be driven or inserted in any part of the Building except by Building maintenance personnel. No curtains or other window treatments shall be placed between the glass and the Building standard window treatments.

4. Landlord shall provide all door locks in each tenant's leased premises, at the cost of such tenant, and no tenant shall place any additional door locks in its leased premises without Landlord's prior written consent. Landlord shall furnish to each tenant a reasonable number of keys to such tenant's leased premises, at such tenant's cost, and no tenant shall make a duplicate thereof.

5. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by tenants of any bulky material, merchandise or materials which require use of elevators or stairways, or movement through the Building entrances or lobby shall be conducted under Landlord's supervision at such times and in such a manner as Landlord may reasonably require. Each tenant assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for such tenant.

6. Landlord may prescribe weight limitations and determine the locations for safes and other heavy equipment or items, which shall in all cases be placed in the Building so as to distribute weight in a manner acceptable to Landlord which may include the use of such supporting devices as Landlord may require. All damages to the Building caused by the installation or removal of any property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant.

7. Corridor doors, when not in use, shall be kept closed. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals (other than seeing-eye dogs) shall be brought into or kept in, on or about any tenant's leased premises. No portion of any tenant's leased premises shall at any time be used or occupied as sleeping or lodging quarters.

8. Tenant shall cooperate with Landlord's employees in keeping its leased premises neat and clean. Tenants shall not employ any person for the purpose of such cleaning other than the Building's cleaning and maintenance personnel.

9. To ensure orderly operation of the Building, no ice, mineral or other water, towels, newspapers, etc. shall be delivered to any leased area except by persons approved by Landlord.

10. Tenant shall not make or permit any vibration or improper, objectionable or unpleasant noises or odors in the Building or otherwise interfere in any way with other tenants or persons having business with them.

11. No machinery of any kind (other than normal office equipment) shall be operated by any tenant on its leased area without Landlord's prior written consent, nor shall any tenant use or keep in the Building any flammable or explosive fluid or substance (other than typical office supplies [e.g., photocopier toner] used in compliance with all Laws).

12. Landlord will not be responsible for lost or stolen personal property, money or jewelry from tenant's leased premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

13. No vending or dispensing machines of any kind may be maintained in any leased premises without the prior written permission of Landlord.

14. Tenant shall not conduct any activity on or about the Premises or Building which will draw pickets, demonstrators, or the like.

15. All vehicles are to be currently licensed, in good operating condition, parked for business purposes having to do with Tenant's business operated in the Premises, parked within designated parking spaces, one vehicle to each space. No vehicle shall be parked as a "billboard" vehicle in the parking lot. Any vehicle parked improperly may be towed away. Tenant, Tenant's agents, employees, vendors and customers who do not operate or park their vehicles as required shall subject the vehicle to being towed at the expense of the owner or driver. Landlord may place a "boot" on the vehicle to immobilize it and may levy a charge of \$50.00 to remove the "boot." Tenant shall indemnify, hold and save harmless Landlord of any liability arising from the towing or booting of any vehicles belonging to a Tenant Party.

16. No tenant may enter into phone rooms, electrical rooms, mechanical rooms or other service areas of the Building unless accompanied by Landlord or the Building manager.

17. Tenant will not permit any Tenant Party to bring onto the Project any handgun, firearm or other weapons of any kind, illegal drugs or, unless expressly permitted by Landlord in writing, alcoholic beverages.

18. Tenant shall not permit its employees, invitees or guests to smoke in the Premises or the lobbies, passages, corridors, elevators, vending rooms, rest rooms, stairways or any other area shared in common with other tenants in the Building, or permit its employees, invitees or guests to loiter at the Building entrances for the purposes of smoking. Landlord may, but shall not be required to, designate an area for smoking outside the Building.

19. Tenant will not permit any contractor, subcontractor or service provider of any kind rendering services to Tenant to gain access to the Building or Premises without first providing a valid certificate of insurance to the building management office; such certificate of insurance shall comply in all respects with all requirements of Landlord with respect to such insurance.





## Council Agenda Item Cover

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**MEETING DATE:** August 9, 2021

**AGENDA ITEM TITLE:** Edward Byrne Memorial Justice Grant (JAG) Program – FY 2021 Local Formula Solicitation

**AGENDA SECTION:** Consent

**CAN THIS ITEM BE RESCHEDULED:** No

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

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**BACKGROUND REVIEW:** The police department was allocated funds from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance in the amount of \$10,586. The department would like to purchase six (6) tasers.

**RECOMMENDATION:** The City Manager recommends the Mayor and Council authorize acceptance of the grant to purchase tasers

**Attachments:**

1. 2021 Missouri Local JAG Allocations
2. Certifications and Assurances by the Chief Executive of the Applicant Government

## 2021 Missouri Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2021 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

### Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
MO	BOONE COUNTY	County	*	
MO	COLUMBIA CITY	Municipal	\$36,950	\$36,950
MO	BUCHANAN COUNTY	County	*	
MO	ST JOSEPH CITY	Municipal	\$35,127	\$35,127
MO	CAPE GIRARDEAU COUNTY	County	*	
MO	CAPE GIRARDEAU CITY	Municipal	\$16,690	\$16,690
MO	COLE COUNTY	County	*	
MO	JEFFERSON CITY	Municipal	\$10,738	\$10,738
MO	GREENE COUNTY	County	*	
MO	SPRINGFIELD CITY	Municipal	\$178,469	\$178,469
MO	JACKSON COUNTY	County	*	
MO	GRANDVIEW CITY	Municipal	\$13,499	
MO	INDEPENDENCE CITY	Municipal	\$47,409	
MO	KANSAS CITY	Municipal	\$599,228	
MO	RAYTOWN CITY	Municipal	\$13,119	\$673,255
MO	JASPER COUNTY	County	*	
MO	JOPLIN CITY	Municipal	\$23,224	\$23,224
MO	PETTIS COUNTY	County	*	
MO	SEDALIA CITY	Municipal	\$13,220	\$13,220

MO	ST CHARLES COUNTY	County	*	
MO	O'FALLON CITY	Municipal	\$10,561	\$10,561
MO	JEFFERSON COUNTY	County	\$27,883	
MO	JENNINGS CITY	Municipal	\$16,310	
MO	LINCOLN COUNTY	County	\$10,966	
MO	SCOTT COUNTY	County	\$10,282	
MO	ST LOUIS CITY	Municipal	\$450,415	
MO	ST LOUIS COUNTY	County	\$141,114	
MO	UNIVERSITY CITY	Municipal	\$10,586	
MO	VINITA PARK CITY	Municipal	\$11,245	
	<b>Local total</b>		<b>\$1,677,035</b>	

**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**Edward Byrne Justice Assistance Grant Program FY 2021 Local Solicitation**

**Certifications and Assurances by the Chief Executive of the Applicant Government**

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2021 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

\_\_\_\_\_  
Signature of Chief Executive of the Applicant Unit of  
Local Government

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Printed Name of Chief Executive

\_\_\_\_\_  
Title of Chief Executive

\_\_\_\_\_  
Name of Applicant Unit of Local Government



## Council Agenda Item Cover

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**MEETING DATE:** August 9, 2021

**AGENDA ITEM TITLE:** Ruth Park Golf Course Driving Range Repair Engineering Contract

**AGENDA SECTION:** Consent Agenda

**CAN THIS ITEM BE RESCHEDULED?** Yes

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

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### **BACKGROUND:**

The driving range at the Ruth Park Golf Course over the past few years has experienced rutting due to severe water runoff and poor drainage which has now become an impediment to staff's availability to pick up the driving range balls with the ball picker, thus forcing staff to pick up balls by hand. The severe rutting has also affected the maintenance staff's ability to mow areas of the driving range. If left alone, the rutting will only become more severe and will force us to shut down the driving range permanently.

Accordingly, staff and Cochran Engineering (who the City has an On-Call Engineering Contract to conduct supplemental work for both the Parks and Public Works Department projects) have walked the site and have analyzed options to permanently resolve the stormwater flow and subsequent damage being caused to the driving range. In doing so, I requested the attached Supplemental Agreement # 4 from Cochran Engineering for Design and Bidding Phase and Construction Phase services for the Ruth Park Golf Course Driving Range.

The Scope of Services outlined within the Supplemental Agreement # 4 includes the Design and Bidding Phase Services (\$27,788.00) as well as Construction Phase Services (\$20,841.00). It has been estimated (see attached Project Cost Estimate) that the cost to fix/improve the Driving Range would be \$262,385.00, which includes the consulting/construction services outlined above. Accordingly, funds for this project have been allotted within the FY22 Capital Improvement Fund for the Ruth Park Golf Course Driving Range Project.

### **RECOMMENDATION:**

City Manager recommends approval of Supplement #4 – Lump Sum Proposal from Cochran Engineering for the Ruth Park – Golf Course Driving Range Repair Project GLF22-01 in the amount of \$48,629.00, and authorize his execution of the agreement.

### **ATTACHMENTS:**

1. Supplemental Agreement #4
2. Project Cost Estimate

# **SUPPLEMENTAL AGREEMENT #4 –**

## LUMP SUM PROPOSAL

July 21, 2021

This Supplemental Agreement is made part of the Contract dated October 16, 2020, and approved by the City on November 2, 2020, between the **City of University City and Cochran** for Professional Civil Engineering Services. The purpose for this Lump Sum Proposal is to provide Professional Engineering Services for the Ruth Park Driving Range Improvement Project. In accordance with our previous discussions, we offer the following professional services:

### SCOPE OF SERVICES:

#### **1. Design and Bidding Phase Services**

- a) Prepare site improvement plans, storm sewer plans, project manual, specifications, job special provisions, detail sheets, and full set of bidding documents to improve the Ruth Park Driving Range in accordance with the attached Project Cost Estimate, dated November 13, 2020.
- b) Attend meetings as necessary.
- c) Bidding Phase Services –
  - Make copies and distribute bid packages to contractors.
  - Answer contractor's questions during bidding and issue addenda (if required)
  - Conduct the bid opening and review submitted contractor bids, investigate low bidder(s) as required to evaluate their competency, and consult with the Owner on award of bid.

#### **2. Construction Phase Services**

- a. Serve as the City's representative for administering the terms of the construction contract for the Ruth Park Driving Range Improvement Project.
- b. Provide on-site inspection services to inspect the Contractor's progress and quality of work and to determine if the work conforms to the contract documents.
- c. Reject work not conforming to the project documents.
- d. Perform on-site concrete materials testing, and laboratory testing of concrete samples.

- e. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
- f. Measure and document quantities, and review estimates for payments due the Contractor
- g. Inspect materials and review material certifications furnished by the Contractor.

FEE:

- 1. The total amount of fee to be paid for the Scope of Services, Item 1 – “Design and Bidding Phase Services” as outlined in this proposal shall be a lump sum fee of \$27,788.00.
- 2. The total amount of fee to be paid for the Scope of Services, Item 2 – “Construction Phase Services” as outlined in this proposal shall be a lump sum fee of \$20,841.00.

Supplement Agreement No. 4 accepted as defined herein:

Sincerely,



Dave Christensen, P.E.  
Vice President

Acceptance:  
University City

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

Title: City Managaer

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

# PROJECT COST ESTIMATE

## University City - Ruth Park Driving Range Improvement Project

Item No.	Item Description	Unit	Plan Quantity	Unit Price (\$)	Total (\$)
1	Mobilization	LS	1	10,000.00	10,000
2	Storm Sewer Main Installation	LF	2,100	30.00	63,000
3	Storm Sewer Area Inlets	EA	20	950.00	19,000
4	Site Grading/Drainage Swales	LS	1	12,500.00	12,500
5	Driving Range Turf Repair	SY	875	5.00	4,375
6	Block Retaining Wall	SF	600	30.00	18,000
7	Concrete Sidewalks	SF	3,000	6.50	19,500
8	Concrete - Practice Tee Enclosure	LS	1	5,000.00	5,000
9	Restoration	LS	1	12,000.00	12,000
10	Zoysia Sod	SY	2,500	9.00	22,500
<b>General Notes:</b>		Construction Totals			185,875
		15% Contingency			27,881
		Design Engineering Fee @ 13% =			27,788
		Const. Admin./Inspection/Testing			20,841
		<b>Project Total Cost =</b>			<b>262,386</b>





## Council Agenda Item Cover

**MEETING DATE:** August 9, 2021

**AGENDA ITEM TITLE:** Graphics Printer Purchase

**AGENDA SECTION:** Consent Agenda

**CAN THIS ITEM BE RESCHEDULED?** Yes

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

### BACKGROUND REVIEW:

Staff has recognized that larger sized signage is extremely effective in disseminating information to patrons and due to the age of existing printer and networking issues, it is difficult to print poster size informational signage for the Recreation Division facilities or programs to the Public Works/Engineering large format printer.

Accordingly, staff sought bids for a new Graphic Printer to be housed at Centennial Commons and received bids from two companies who agreed to provide the printer per the specifications:

Item	Sumner One	Marco
Canon Image PROGRAF PRO-4100s	\$4,625.00	\$4,000.00
Ink	N/A	\$1,314.00
Delivery, Installation, Training	\$150.00	N/A
<b>Total</b>	<b>\$4,775.00</b>	<b>\$5,314.00</b>

Although the printer was not identified nor were funds allocated within the FY21 Budget, funds were realized within other accounts within the Centennial Commons budget and have been encumbered for this purchase.

**RECOMMENDATION:** City Manager recommends the approval of the agreement with SumnerOne in the amount of \$4,775.00.

### Attachments:

1. Sumner One Equipment Order Form.



6691 Manchester Avenue, St. Louis, MO 63139, (314) 633-8000, (800) 874-4911

EQUIPMENT ORDER FORM

BILL TO CUSTOMER INFORMATION: SHIP TO CUSTOMER INFORMATION:

COMPANY NAME, ADDRESS LINE 1, CITY, STATE, ZIP CODE, PHONE #, CONTACT NAME, EMAIL ADDRESS, BILL TO ACCOUNT #, PURCHASE ORDER #, ORDER #, SALES REP, TERRITORY #, ORDER DATE, DELIVERY DATE, SHIPPED VIA

ORDER TYPE (PURCHASE, RENTAL), PAYMENT AMOUNT, SERVICE (YES/NO), NETWORK SUPPORT (YES/NO), TOTAL PAYMENT AMOUNT

COMMENTS

Table with columns: QTY, SERIAL #, ID#, METER READ, DESCRIPTION, UNIT PRICE, TOTAL AMOUNT. Includes rows for imagePROGRAF PRO-4100S and Paper.

ORDER SUBJECT TO COMPANY ACCEPTANCE. All transactions are F.O.B Delivery Point unless otherwise specified. It is understood and agreed that title to the described property shall remain with the seller until the full amount of the purchase price shall have been paid according to the terms specified herein.

Summary table with rows: SUB-TOTAL 1 (\$4,625.00), LESS DISCOUNT, SUB-TOTAL 2 (\$4,625.00), LESS TRADE-IN, SUB-TOTAL 3 (\$4,625.00), DELIVERY (\$50.00), SUB-TOTAL 4 (\$4,675.00), SALES TAX RATE, SALES TAX, SUB-TOTAL 5 (\$4,675.00), INSTALLATION (\$100.00), Professional Services, LEASE BUYOUT / PAYOFF, TOTAL (\$4,775.00), LESS DOWN PAYMENT, BALANCE DUE (\$4,775.00)

Accepted by:



SIGNATURE

DATE

Authorized by:

City Of University City, COMPANY NAME

AUTHORIZED REPRESENTATIVE SIGNATURE

City Manager, TITLE

CHECK #



## Council Agenda Item Cover

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**MEETING DATE:** August 9, 2021

**AGENDA ITEM TITLE:** Tree Removal Project

**AGENDA SECTION:** Consent Agenda

**CAN THIS ITEM BE RESCHEDULED?** Yes

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

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### **BACKGROUND:**

Each year the Forestry Supervisor conducts and evaluation of public trees throughout the City and keeps an inventory of trees that need to be removed. As part of this evaluation and analysis, the Forestry Supervisor rates the trees based on their current condition and makes recommendations based on their priority ("Exhibit A" that outlines the trees that are in the most need of removal).

Therefore, the Parks, Recreation and Forestry Department staff prepared specifications and advertised for bids for the Tree Removal Project. One (1) company responded to the bid request by the deadline and agreed to provide tree removal services per the specifications.

### **RECOMMENDATION:**

City Manager recommends that the City Council approve the award of Project PRF 22-02 -Tree Removal Project to Shawnee Mission Tree Service in the amount of \$86,625.00. Twenty-five thousand (\$25,000) of the project budget is proposed to be funded from FY2022 Parks and Storm Water Sales Tax Fund, and the remaining funding of \$61,625.00 to be taken out of General Fund Reserves (\$30,000) and Capital Improvement Fund Reserves (\$31,625.00). Further, that you authorize his execution of the agreement.

### **ATTACHMENTS:**

1. Contract
2. Exhibit A – Work Areas

**CONTRACT**

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The City of University City, MISSOURI (here in after called the CITY) and Shawnee Mission Tree Service, Inc. a company with offices at 8250 Cole Parkway, Shawnee, KS 66227 (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to proceed with Project No. PRF22-02 – Tree Removal Project, hereinafter called the PROJECT, in accordance with the Specifications and Contract Documents prepared by the City of University City.

NOW, THEREFORE, The CITY and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the PROJECT, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract.

- a. Contract Time: Work under this Agreement shall be commenced upon written Notice to Proceed and shall be completed within thirty (30) calendar days of the authorization date in the Notice to Proceed.
- b. Liquidated Damages: The Contractor hereby expressly agrees to pay the City the sum of two hundred dollars (\$200.00) per day for each and every day, Sundays and legal holidays only excepted, after calendar days have expired during or upon which said work, or any part thereof remains incomplete and unfinished.
- c. Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the City. No subcontractor shall further subcontract any of their work.

THE CITY AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this Contract, the amount as stipulated in the Proposal, which is:

Eighty-Six Thousand Six Hundred Twenty-Five Dollars (\$86,625.00)

Final dollar amount will be computed from actual quantities/services provided as verified by the Director of Parks, Recreation and Forestry and in accordance with the unit prices set out in the Proposal.

CONTRACT DOCUMENTS:

The Contract comprises the Contract Documents as bound herein. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- A. Contract (This Instrument)
- B. Addenda to Contract Documents
- C. Conditions of the Contract
- D. Remaining Legal and Procedural Documents
  - 1. Proposal
  - 2. Instruction to Bidders
  - 3. Invitation for Bids
- E. Job Special Provisions
- F. Bonds/Attachments
  - 1. Bid Bond

AUTHORITY AND RESPONSIBILITY OF THE PARKS, RECREATION AND FORESTRY DIRECTOR:

All work shall be done under the general inspection of the Director of Parks, Recreation and Forestry or his designee. The Director of Parks, Recreation and Forestry or his designee shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and rate of progress of work, interpretations of specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

SUCCESSORS AND ASSIGNS:

This Agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the City and Contractor respectively and their partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligation hereunder without consent of the other party.

The Contract contains a binding arbitration provision that may be enforced by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

(SEAL)

Attest:

Title: \_\_\_\_\_

By (signature): \_\_\_\_\_

Contractor (print): \_\_\_\_\_

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

(SEAL)

Attest:

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

City Clerk

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

CITY OF UNIVERSITY CITY

CITY OF UNIVERSITY CITY

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
City Manager

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

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

**EXHIBIT A**

## WORK AREAS

WARD	ADDRESS	STREET	SIDE	ONSTREET	SPP	DBH	COND
1	364	Mission Ct	Side	University Dr	Acer saccharinum	24	Poor
1	375	Alta Dena Ct	Front	Alta Dena Ct	Pyrus calleryana	20	Dead
1	451	N Jackson Ave	Front	N Jackson Ave	Quercus palustris	42	Poor
1	500	Kingdel Dr	Front	Kingdel Dr	Quercus palustris	36	Poor
2	706	Pennsylvania Ave	Front	Pennsylvania Ave	Quercus palustris	28	Poor
1	855	University Pl	Median	Balson Ave	Quercus palustris	27	Poor
1	921	Golf Course Dr	Front	Golf Course Dr	Quercus palustris	36	Poor
1	928	Golf Course Dr	Rear	Albey Ln	Quercus palustris	54	Poor
1	940	Alanson Dr	Front	Alanson Dr	Quercus palustris	41	Poor
2	954	Jeanerette Dr	Front	Jeanerette Dr	Quercus palustris	34	Poor
2	957	Warder Ave	Front	Warder Ave	Quercus palustris	31	Poor
3	1304	Sheridan Dr	Front	Sheridan Dr	Prunus serotina	20	Poor
3	1455	Sheridan Dr	Front	Sheridan Dr	Quercus palustris	31	Poor
3	1460	78th St	Front	78th St	Quercus palustris	32	Poor
3	1504	79th St	Front	79th St	Acer saccharinum	24	Poor
3	1509	78th St	Front	78th St	Quercus palustris	48	Poor
3	6525	Bartmer Ave	Front	Bartmer Ave	Juglans nigra	24	Poor
3	6561	Plymouth Ave	Front	Plymouth Ave	Acer saccharinum	22	Poor
3	6572	Julian Ave	Front	Julian Ave	Quercus palustris	38	Poor
3	6638	Etzel Ave	Front	Etzel Ave	Liriodendron tulipifera	25	Poor
3	6829	Crest Ave	Front	Crest Ave	Acer saccharinum	20	Poor
3	7114	Willow Tree Ln	Front	Willow Tree Ln	Quercus palustris	44	Poor
3	7158	Hazelwood Ln	Front	Hazelwood Ln	Quercus palustris	39	Poor
3	7170	Hazelwood Ln	Side	Willow Tree Ln	Quercus palustris	31	Dead
3	7195	White Oak Ln	Front	White Oak Ln	Quercus palustris	38	Poor
1	7206	Maryland Ave	Front	Maryland Ave	Quercus palustris	42	Poor
2	7209	Tulane Ave	Front	Tulane Ave	Quercus palustris	30	Poor
1	7211	Westmoreland Dr	Front	Westmoreland Dr	Quercus palustris	38	Poor
1	7215	Northmoor Dr	Front	Northmoor Dr	Quercus palustris	30	Poor
1	7245	Maryland Ave	Front	Maryland Ave	Quercus palustris	35	Poor
1	7266	Northmoor Dr	Front	Northmoor Dr	Quercus palustris	22	Dead
3	7336	Wayne Ave	Side	N Jackson Ave	Quercus palustris	34	Poor
3	7340	Trenton Ave	Median	Trenton Ave	Ulmus pumila	28	Poor
3	7400	Lynn Ave	Front	Lynn Ave	Acer saccharinum	34	Poor
1	7411	Stratford Ave	Front	Stratford Ave	Quercus palustris	33	Poor

WARD	ADDRESS	STREET	SIDE	ONSTREET	SPP	DBH	COND
3	7449	Lynn Ave	Side	Lamb Ave	Ulmus species	22	Dead
2	7477	Drexel Dr	Front	Drexel Dr	Picea species	20	Dead
3	7501	Lynn Ave	Side	Lamb Ave	Acer saccharinum	31	Poor
3	7616	Carleton Ave	Side	Gerst Ave	Ailanthus altissima	36	Poor
2	7708	Stanford Ave	Front	Stanford Ave	Tilia cordata	24	Poor
2	7838	Gannon Ave	Front	Gannon Ave	Acer rubrum	24	Dead
2	7844	Drexel Dr	Front	Drexel Dr	Quercus palustris	34	Poor
3	7851	Milan Ave	Front	Milan Ave	Quercus palustris	26	Poor
3	8036	Braddock Ave	Side	Laughlin Ave	Quercus palustris	47	Poor
1	8321	Gannon Ave	Front	Gannon Ave	Quercus stellata	25	Dead
3	8332	Orchard Ave	Front	Orchard Ave	Acer saccharum	20	Poor
1	8399	Cornell Ave	Median	Oakbrook Ct	Quercus palustris	31	Dead
3	8510	Varney Ave	Front	Varney Ave	Populus alba	22	Poor
1	8742	Teasdale Ave	Front	Teasdale Ave	Quercus palustris	34	Poor
3	1341	Rushmore Dr	Front	Rushmore Dr	Quercus palustris	44	Poor





## Council Agenda Item Cover

**MEETING DATE:** August 9, 2021

**AGENDA ITEM TITLE:** Ackert Park – Renovation Contract

**AGENDA SECTION:** Consent Agenda

**CAN THIS ITEM BE RESCHEDULED?** Yes

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

### BACKGROUND:

As you may recall, the City received notification by the Municipal Park Grant Commission of St. Louis County in November of 2020 that grant funds in the amount of \$525,000 had been awarded to the City for the renovation of Ackert Park. As part of this grant, the City had pledged matching funds in the amount of \$52,080.00, which brought the total costs of the renovation project to \$577,080.00.

Out of the \$577,080.00, sixty-four thousand sixty dollars (\$64,060.00) is to go towards consulting fees, with fifty-seven thousand nine hundred eighty-two hundred and ten cents (\$57,982.10) towards site amenities, and four hundred fifty-five thousand ninety-six dollars and ninety cents (\$455,096.90) towards construction.

The City advertised for bids for the construction portion of the project on the City's website as well as emailed the information to several companies. Three (3) companies responded to the bid request and agreed to provide services per the specifications. The tabulation of bid proposals is as follows:

Company	Base Bid	Alternate Bids	Total Bid	Adjustments
Ideal Landscaping	\$645,647.00	\$105,656.00	\$751,303.00	(\$35,000.00)
Byrne & Jones	\$695,053.00	\$74,100.00	\$769,153.00	(\$17,900.00)
Kozeny Wagner	\$865,715.00	\$73,890.00	\$939,605.40	(\$0.00)

### RECOMMENDATION:

City Manager recommends approval of the Ackert Park Renovation Project PR21-01 to the lowest responsible bidder Ideal Landscaping in an amount not to exceed \$664,096.99 (Bid \$645,647.00, and a deduction adjustment of (\$35,000.00); Alternate Bid #1 (Irrigation) \$52,715.00; and \$734.99 in contingency), and authorize his execution of the agreement.

This project will be funded by a grant received from the Municipal Park Grant Commission of St. Louis County totaling \$525,000. And a grant received from Washington University totaling \$209,000. Capital Fund monies will be used to cover up front cost and will be reimbursed with grant funds.

### ATTACHMENTS:

1. Contract Agreement

## CONTRACT

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The City of University City, MISSOURI (here in after called the CITY) and Ideal Landscape Group ,a Missouri Company with offices at 6252 Olsen Road, St. Louis, MO 63129 (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to proceed with Project No. PR21-01 Ackert Park Renovation Project, hereinafter called the PROJECT, in accordance with the Specifications and Contract Documents prepared by the City of University City.

NOW, THEREFORE, The CITY and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all work required for the PROJECT, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract.

- a. Contract Time: Work under this Agreement shall be commenced upon written Notice to Proceed and shall be completed within one hundred twenty (120) calendar days of the authorization date in the Notice to Proceed.
- b. Liquidated Damages: The Contractor hereby expressly agrees to pay the City the sum of five hundred dollars (\$500.00) per day for each and every day, Sundays and legal holidays only excepted, after calendar days have expired during or upon which said work, or any part thereof remains incomplete and unfinished.
- c. Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the City. No subcontractor shall further subcontract any of their work.

THE CITY AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this Contract, the amount as stipulated in the Proposal, which is:

Six Hundred Sixty-Three Thousand Three Hundred Sixty-Two Dollars and No Cents

( \$663,362.00)

Final dollar amount will be computed from actual quantities/services provided as verified by the Director of Parks, Recreation and Forestry and in accordance with the unit prices set out in the Proposal.

### CONTRACT DOCUMENTS:

The Contract comprises the Contract Documents as bound herein. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- A. Contract (This Instrument)
- B. Addenda to Contract Documents
- C. Conditions of the Contract

- D. Remaining Legal and Procedural Documents
  - 1. Proposal
  - 2. Instruction to Bidders
  - 3. Invitation for Bids
- E. Job Special Provisions
- F. Bonds/Attachments
  - 1. Performance/Payment Bond
  - 2. Bid Bond

AUTHORITY AND RESPONSIBILITY OF THE PARKS, RECREATION AND FORESTRY DIRECTOR:

All work shall be done under the general inspection of the Director of Parks, Recreation and Forestry or his designee. The Director of Parks, Recreation and Forestry or his designee shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and rate of progress of work, interpretations of specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

SUCCESSORS AND ASSIGNS:

This Agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the City and Contractor respectively and their partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligation hereunder without consent of the other party.

The Contract contains a binding arbitration provision that may be enforced by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

(SEAL)

Attest:

Title: \_\_\_\_\_

By (signature): \_\_\_\_\_

Contractor (print): \_\_\_\_\_

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

(SEAL)

Attest:

By: \_\_\_\_\_  
City Clerk

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

CITY OF UNIVERSITY CITY

By: \_\_\_\_\_  
City Attorney

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

CITY OF UNIVERSITY CITY

By: \_\_\_\_\_  
City Manager

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



## Council Agenda Item Cover

**MEETING DATE:** August 9, 2021

**AGENDA ITEM TITLE:** Heman Park Pool Improvement Contract

**AGENDA SECTION:** Consent Agenda

**CAN THIS ITEM BE RESCHEDULED?** Yes

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

### BACKGROUND:

Before deciding that pool surfaces need to be repaired and repainted, staff will annually review and analyze the surfacing to determine the current condition and the need for repair and repainting based on industry standards. In doing so, it has been determined that the Heman Park Pool is need of minor crack repair and painting. As such, the Parks, Recreation and Forestry Department identified the need to repair and replace the surfacing in the FY21 Budget - Capital Improvements Program PR21-08 in the amount of \$90,000.00. Due to timing issues, this project was rolled over into FY22. As such, it is the departments desire to make the needed repairs and repaint the pool once the pools have been closed down for the year.

The City advertised for bids for the Heman Park Pool Painting Project on the City's website as well as emailed the information to several companies. Four (4) companies responded to the bid request and agreed to provide services per the specifications. The tabulation of bid proposals is as follows:

Company	Main Pool	Baby Pool	Total Bid
All-American Painting Co.	\$78,624.00	\$2,428.00	\$81,052.00
CCIMW	\$98,248.00	\$6,542.00	\$104,790.00
Bazan Painting Co.	\$117,494.00	\$8,386.00	\$125,880.00
Cunningham Sandblasting & Painting Co.	\$198,000.00	\$5,000.00	\$203,000.00

### RECOMMENDATION:

City Manager recommends approval of the Heman Park Pool Painting Project PR21-08 to the lowest responsible bidder All-American Painting Co. in an amount not to exceed \$85,104.60 (Base Bid (Main Pool) \$78,624.00; Alternate Bid (Baby Pool) \$2,428.00; and a Contingency of \$4,052.60 to address unforeseen subsurface conditions that may exists; and authorize his execution of the agreement.

### ATTACHMENTS:

1. Contract

**CONTRACT**

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The City of University City, MISSOURI (here in after called the CITY) and All-American Painting Co., a Missouri Company with offices at 9400 Irvington Avenue, St. Louis, Missouri 63134 (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to proceed with Project No. PR21-08 Contract, hereinafter called the PROJECT, in accordance with the Specifications and Contract Documents prepared by the City of University City.

NOW, THEREFORE, The CITY and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all work required for the PROJECT, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract.

- a. Contract Time: Work under this Agreement shall be commenced upon written Notice to Proceed and shall be completed within thirty (30) calendar days of the authorization date in the Notice to Proceed.
- b. Liquidated Damages: The Contractor hereby expressly agrees to pay the City the sum of two hundred dollars (\$200.00) per day for each and every day, Sundays and legal holidays only excepted, after calendar days have expired during or upon which said work, or any part thereof remains incomplete and unfinished.
- c. Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the City. No subcontractor shall further subcontract any of their work.

THE CITY AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this Contract, the amount as stipulated in the Proposal, which is:

Eighty-One Thousand Fifty-Two Dollars and No Cents (\$81,052.00).

Final dollar amount will be computed from actual quantities/services provided as verified by the Director of Parks, Recreation and Forestry and in accordance with the unit prices set out in the Proposal.

CONTRACT DOCUMENTS:

The Contract comprises the Contract Documents as bound herein. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- A. Contract (This Instrument)
- B. Addenda to Contract Documents
- C. Conditions of the Contract
- D. Remaining Legal and Procedural Documents
  - 1. Proposal
  - 2. Instruction to Bidders

- 3. Invitation for Bids
- E. Job Special Provisions
- F. Annual Wage Order
- G. Bonds/Attachments
  - 1. Performance/Payment Bond
  - 2. Bid Bond

AUTHORITY AND RESPONSIBILITY OF THE PARKS, RECREATION AND FORESTRY DIRECTOR:

All work shall be done under the general inspection of the Director of Parks, Recreation and Forestry or his designee. The Director of Parks, Recreation and Forestry or his designee shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and rate of progress of work, interpretations of specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

SUCCESSORS AND ASSIGNS:

This Agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the City and Contractor respectively and their partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligation hereunder without consent of the other party.

The Contract contains a binding arbitration provision that may be enforced by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

(SEAL)

Attest:

Title: \_\_\_\_\_

By (signature): \_\_\_\_\_

Contractor (print): \_\_\_\_\_

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

(SEAL)

Attest:

By: \_\_\_\_\_  
City Clerk

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

CITY OF UNIVERSITY CITY

CITY OF UNIVERSITY CITY

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
City Manager

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

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





## Council Agenda Item Cover

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**MEETING DATE:** August 9, 2021

**AGENDA ITEM TITLE:** Funding Allocation – Code Enforcement Vehicle

**AGENDA SECTION:** Consent Agenda

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

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

### **BACKGROUND REVIEW:**

At an upcoming City Council meeting, the Council will be asked to consider approval to fund the purchase of a 6<sup>th</sup> Code Enforcement Electric Vehicle. Specifically, at the July 12, 2021 City Council meeting, Council approved the acceptance of a bid and purchase of the 6th Electric Vehicle. The approved purchase price was \$26,940.00. As a result, staff is requesting City Council approval, to allow for the funds in the amount of \$26,940.00 to come from Capital Fund Reserves. The expenditure will be coded to Capital Improvement Sales Tax Fund Reserves number 12.40.90.8200 (Vehicles & Equipment).

### **RECOMMENDATION:**

City Manager recommends approval.





## AGENDA ITEM COVER

**MEETING DATE:** August 9, 2021

**AGENDA ITEM TITLE:** An Ordinance Amending Municipal Code Section 110.040 Relating to Conflicts of Interest

**AGENDA SECTION:** Unfinished Business - Bill 9436

**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 was 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:** Unfinished Business - Bill 9437

**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 \_\_\_\_\_

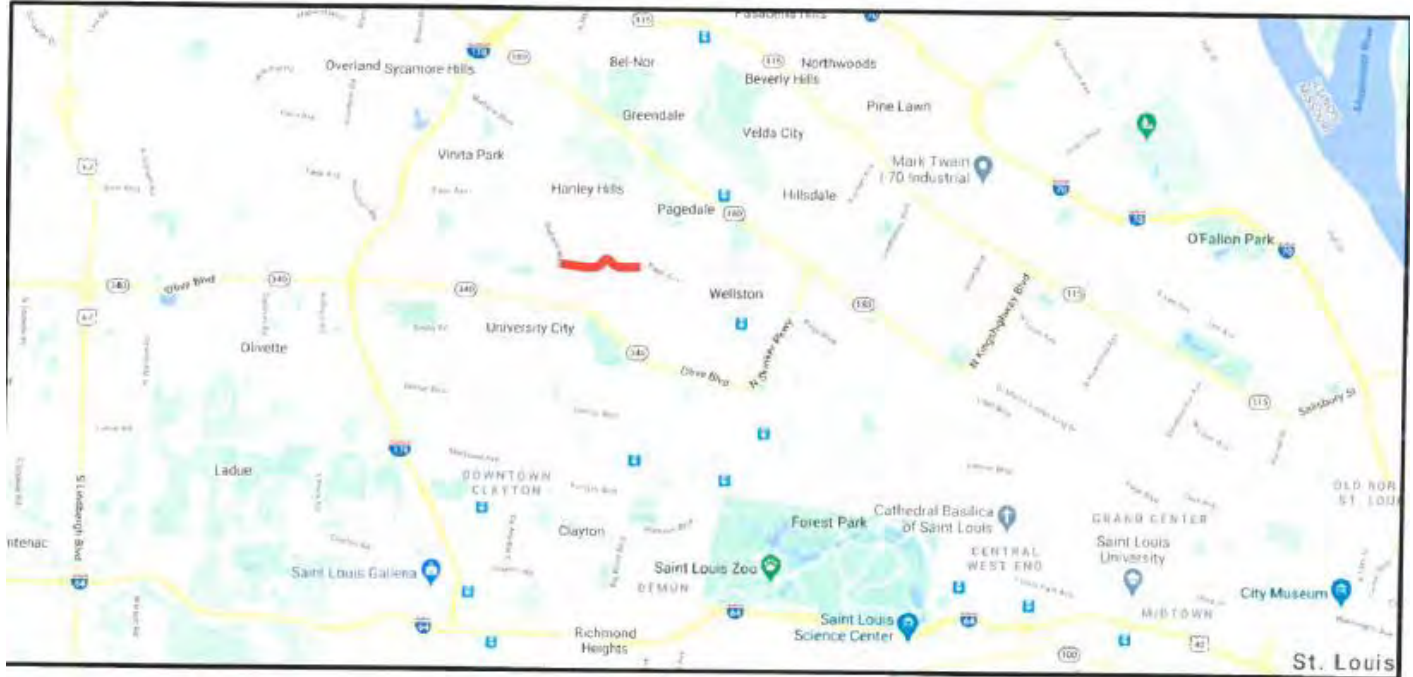
Commission Counsel

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:** August 9, 2021

**AGENDA ITEM TITLE:** Major Subdivision – Final Plat – Consolidate Two Lots into One Lot

**AGENDA SECTION:** Unfinished Business - Bill 9438

**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 occurred 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".

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

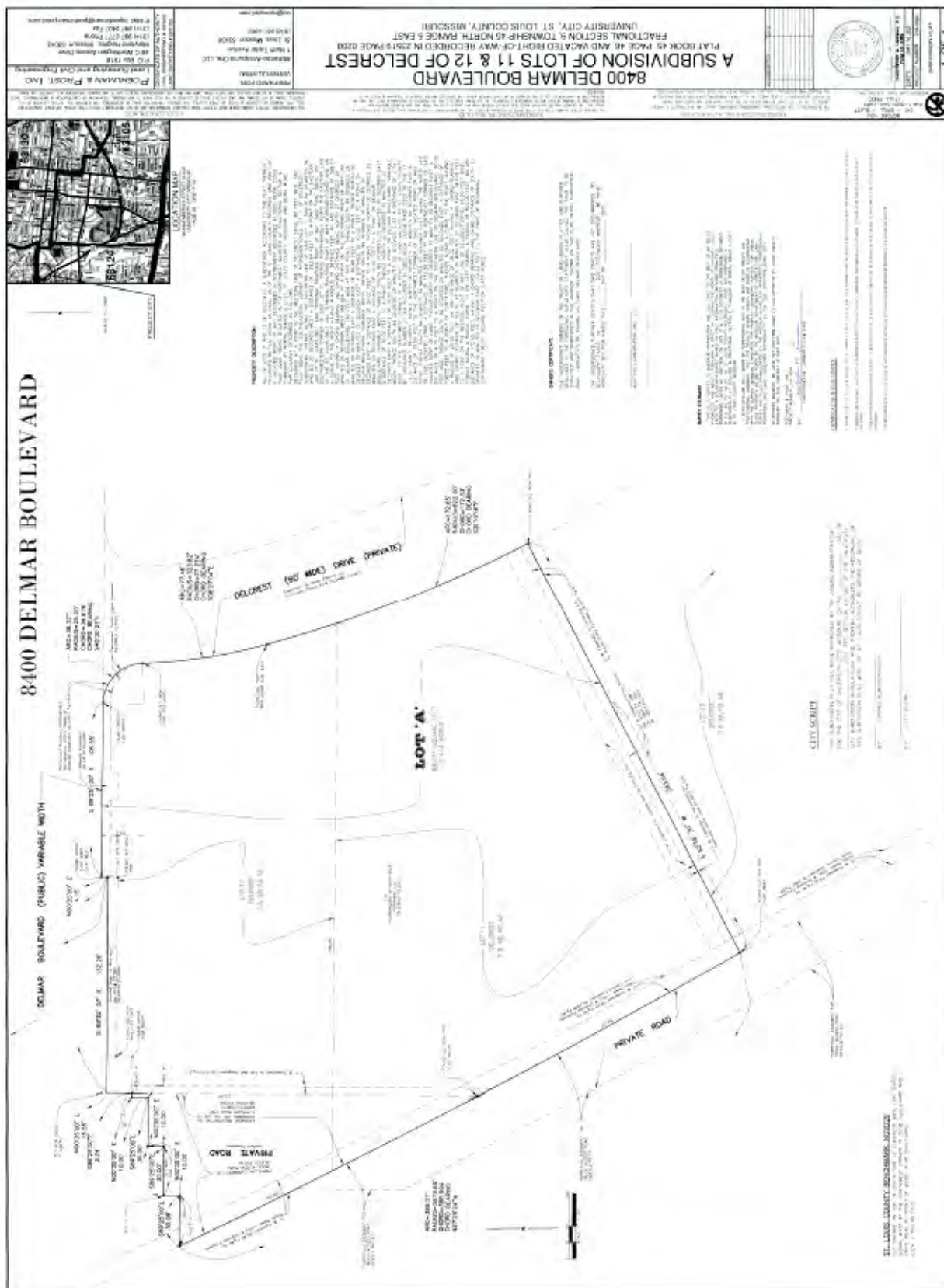
ATTEST:

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

CERTIFIED TO BE CORRECT AS TO FORM:

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

**"EXHIBIT A"**







## Council Agenda Item Cover

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**MEETING DATE:** August 9, 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:** Unfinished Business - Bill 9439

**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 occurred 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

## Apartment Summary

(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

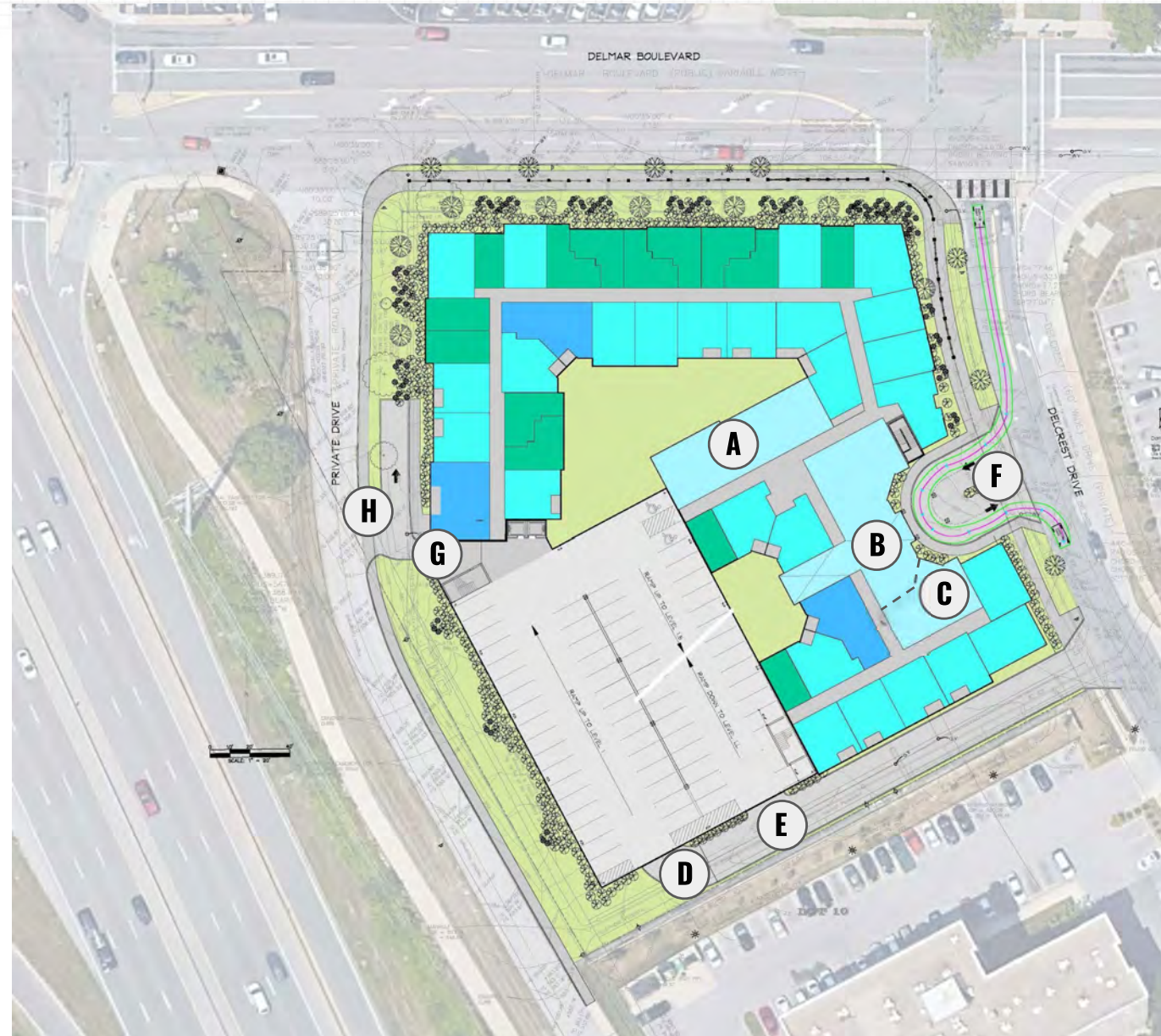
## Garage

(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
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)



# AUTO TURN AT MOTOR COURT

8400 DELMAR



Car & Package Delivery

# 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



\*METAL PANEL  
MAY BE  
SUBSTITUTED  
FOR ALLURA  
PANEL

# WEST ELEVATION

8400 DELMAR



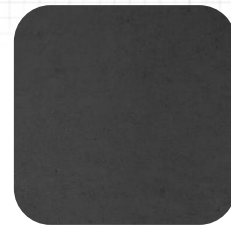
STERLING GRAY  
ALLURA PANEL



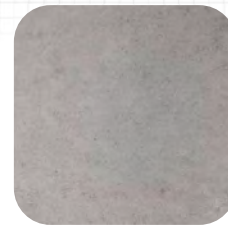
KNIGHTS ARMOR  
ALLURA PANEL



SNOW  
ALLURA PANEL



DARK CONCRETE



LIGHT CONCRETE



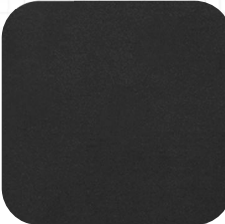
\*METAL PANEL  
MAY BE  
SUBSTITUTED  
FOR ALLURA  
PANEL

# SOUTH ELEVATION

8400 DELMAR



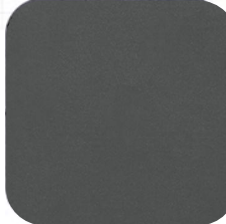
CONCRETE



STUCCO BAND  
BLACK



SNOW  
ALLURA PANEL



KNIGHT'S ARMOR  
ALURA PANEL



STERLING GREY  
ALLURA PANEL



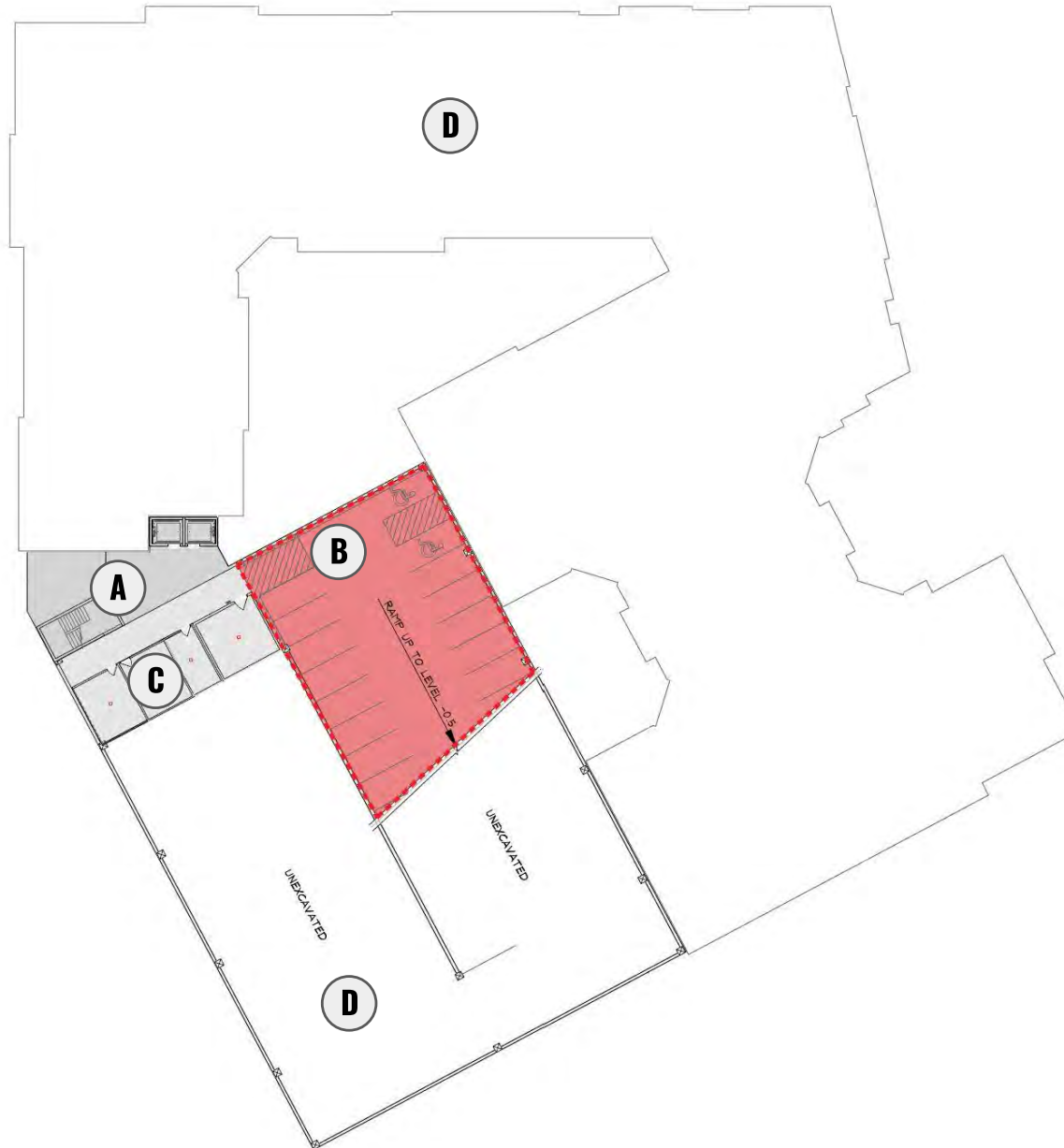
\*METAL PANEL  
MAY BE  
SUBSTITUTED  
FOR ALLURA  
PANEL

# FLOOR PLAN - LOWER LEVEL 2

8400 DELMAR

-  -Studio Unit
  -  -1 Bedroom Unit
  -  -2 Bedroom Unit
- 
-  - Secure Parking
  -  - Unsecure Parking

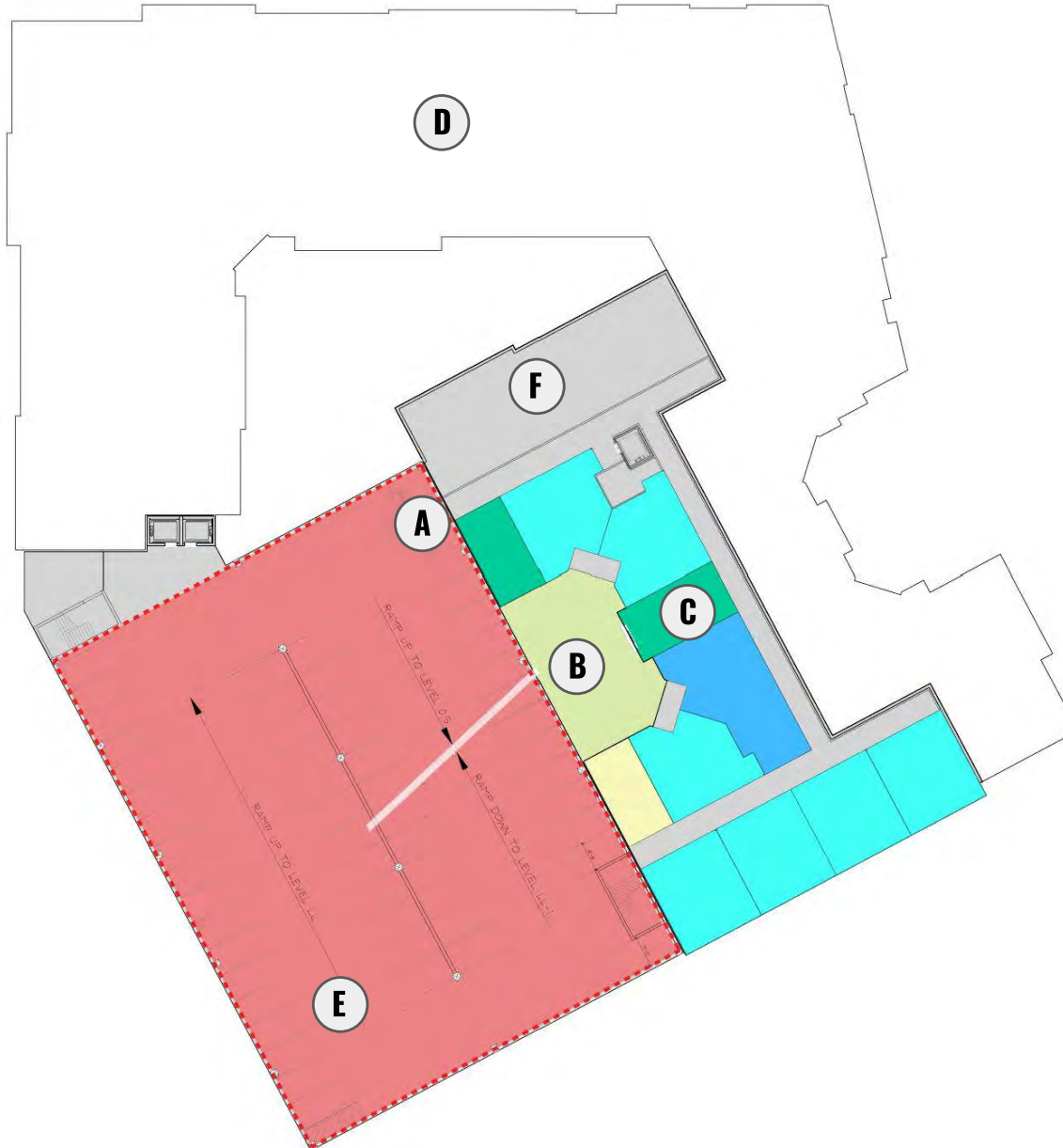
- A - Lower Level Apartment Entrance
- B - Garage Parking
- C - Mechanical, Maintenance, Trash
- D - Unexcavated



# 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

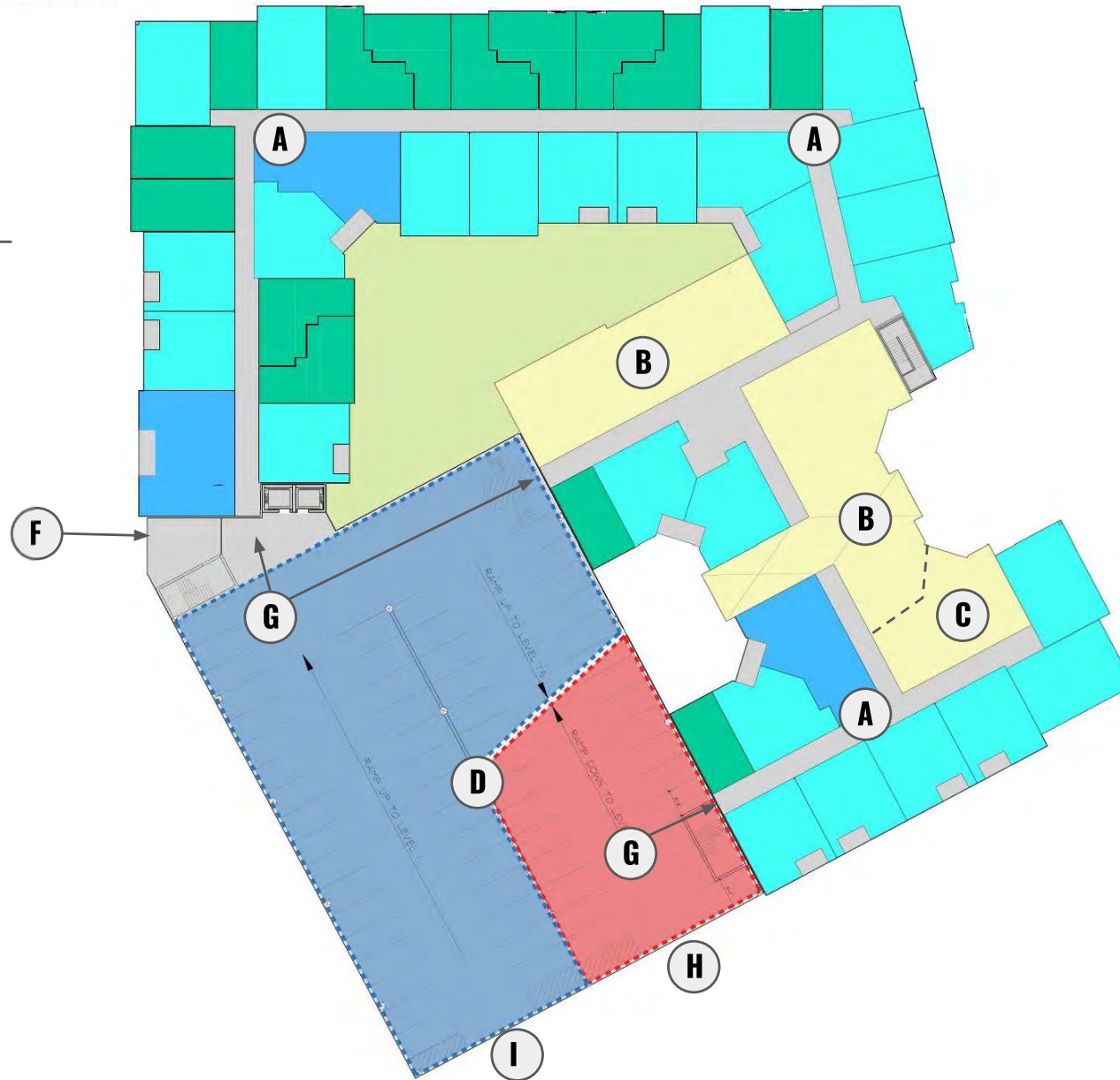
# FLOOR PLAN - LEVEL 1

8400 DELMAR

- Studio Unit
- 1 Bedroom Unit
- 2 Bedroom Unit

- Secure Parking
- Unsecure Parking

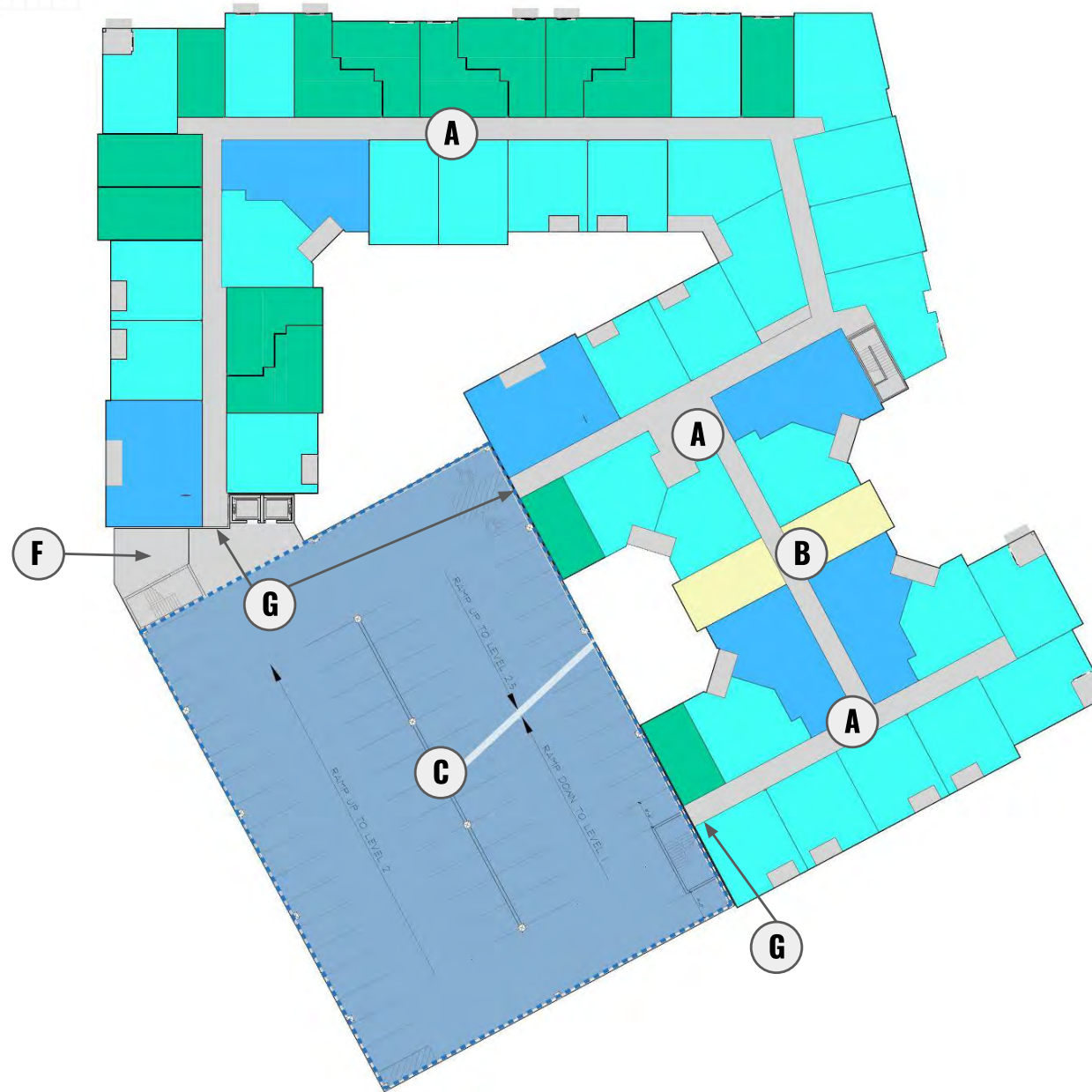
- A - Apartments
- B - Apartment Amenities
- C - Bistro
- D - Parking Garage
- E - Not used
- F - Trash Room
- G - Apartment Connection to Garage
- H - Unsecured Parking Entrance
- I - Secured Parking Entrance



# FLOOR PLAN - LEVEL 2

8400 DELMAR

- - Studio Unit
  - - 1 Bedroom Unit
  - - 2 Bedroom Unit
- 
- - Secure Parking
  - - Unsecure Parking

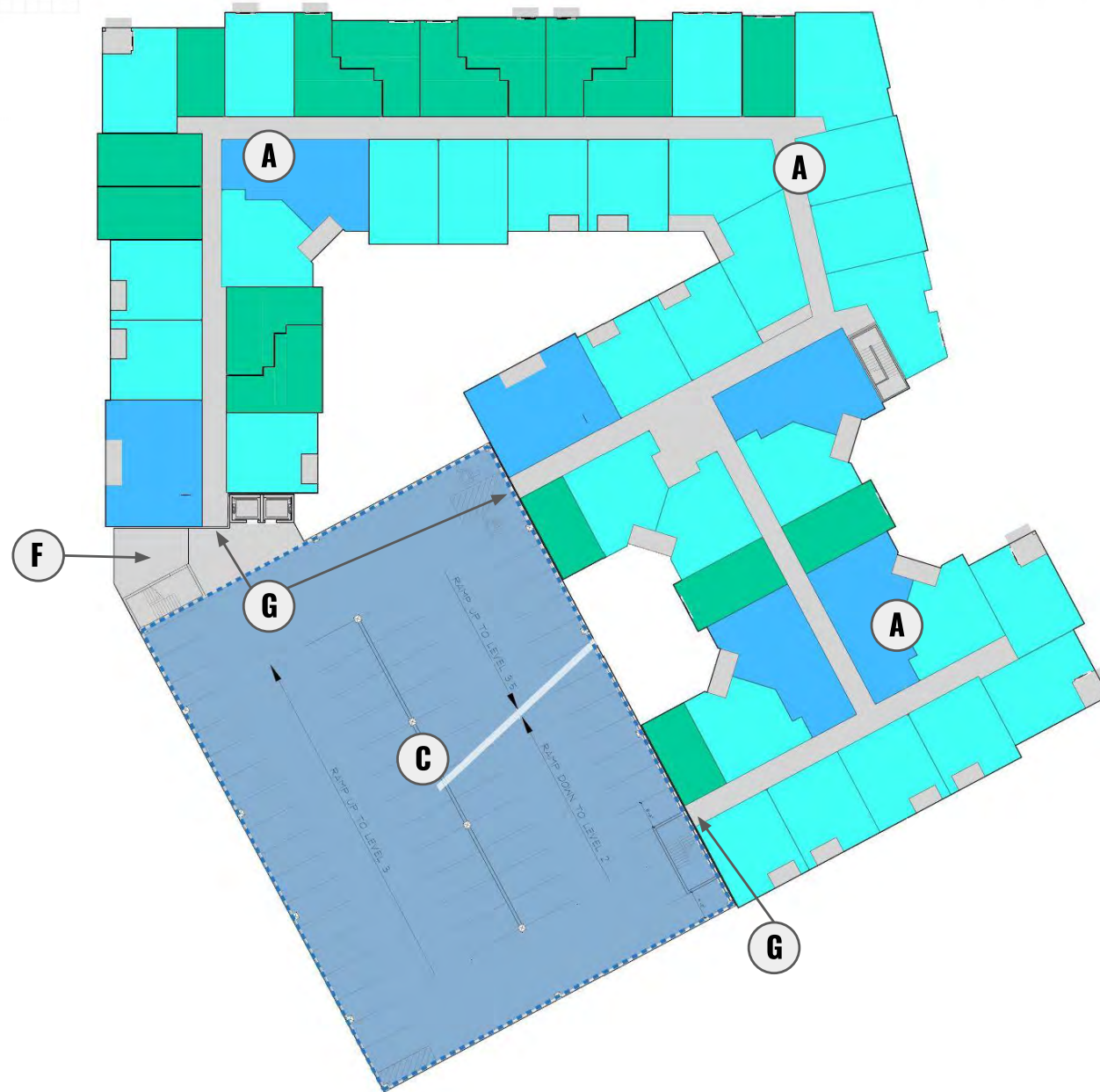


- A - Apartments
- B - Open to Below
- C - Parking Garage
- D - Not used
- E - Not used
- F - Trash Room
- G - Apartment Connection to Garage

# 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

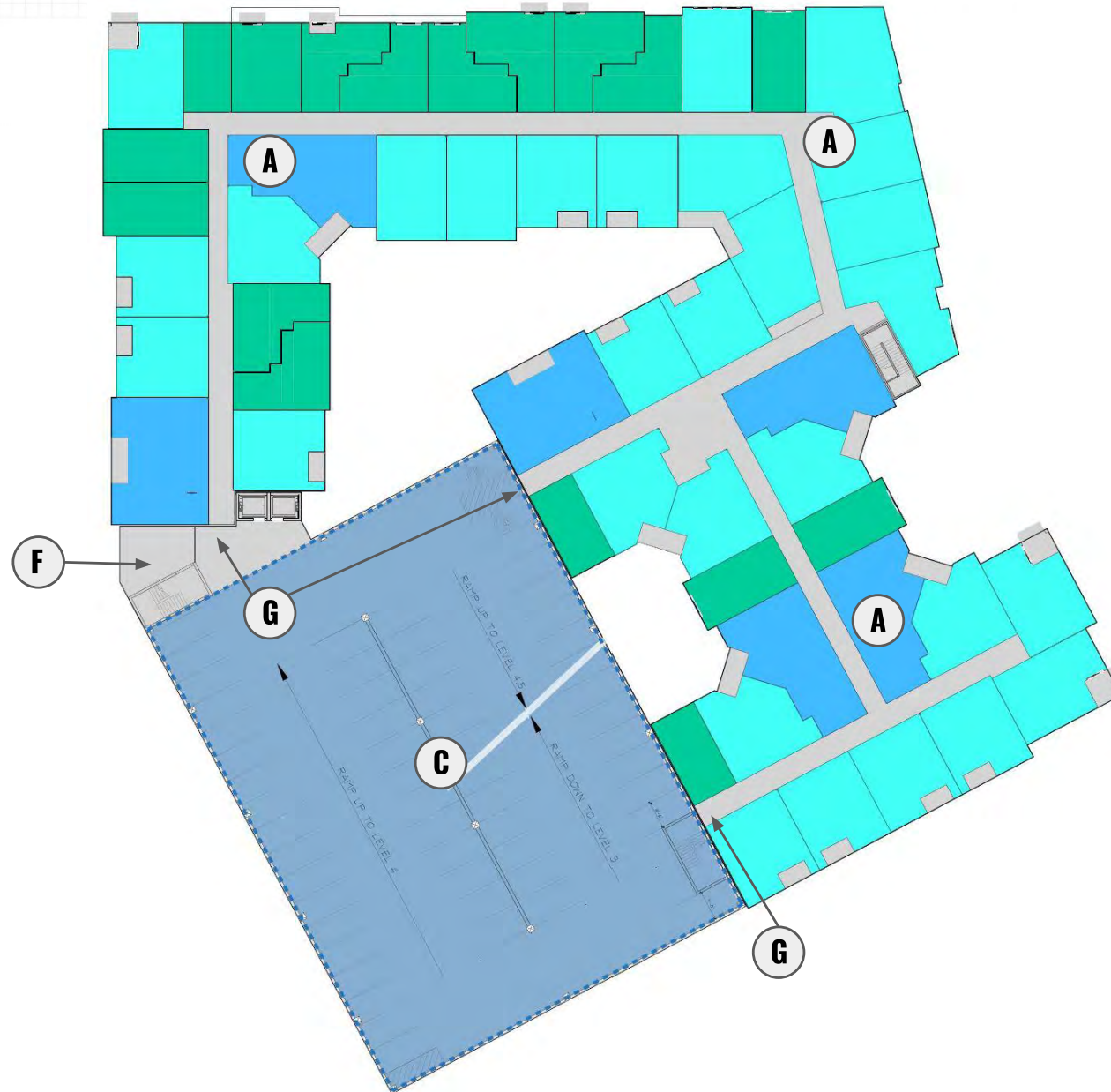


# FLOOR PLAN - LEVEL 4

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

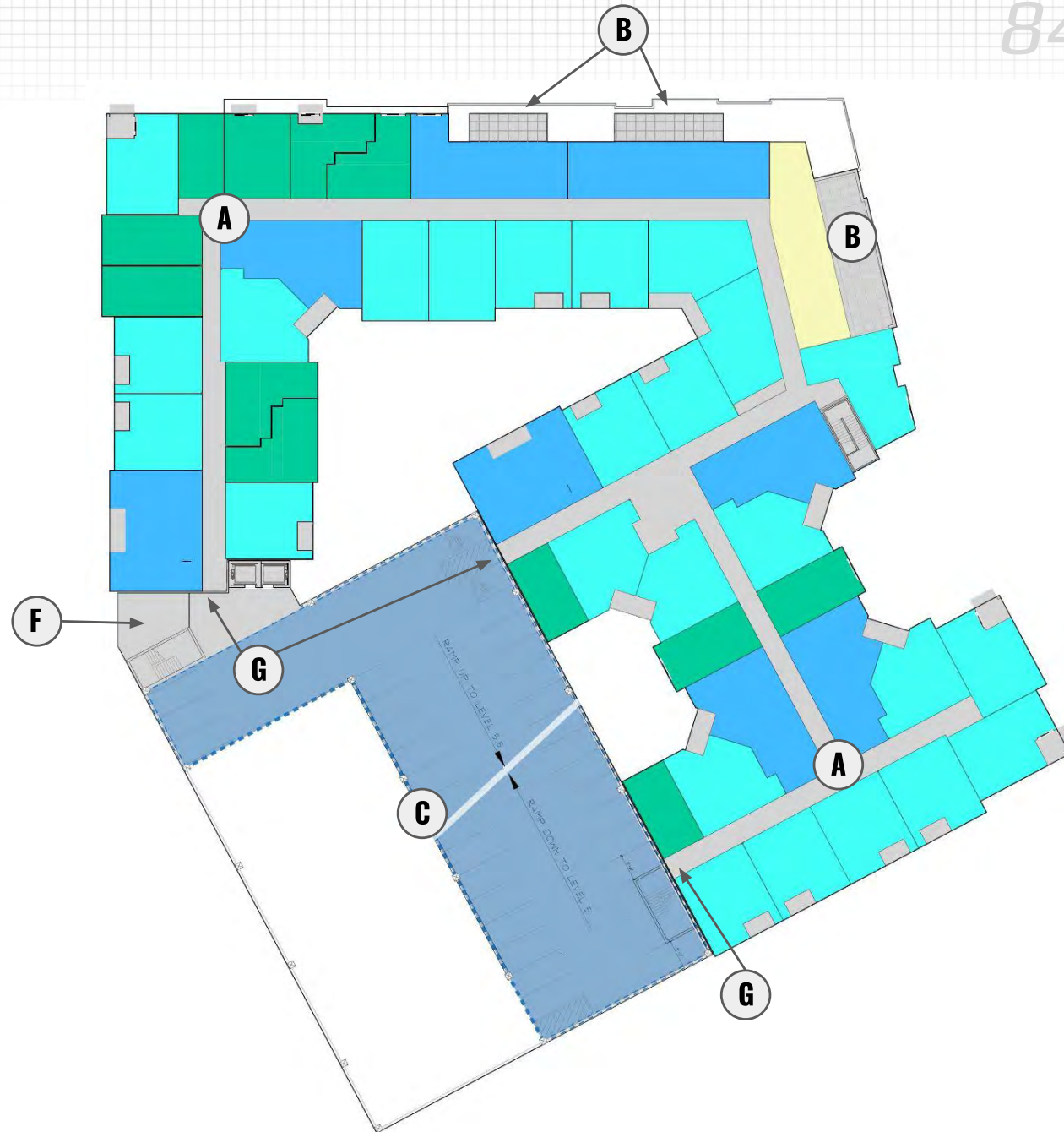


# FLOOR PLAN - LEVEL 5

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

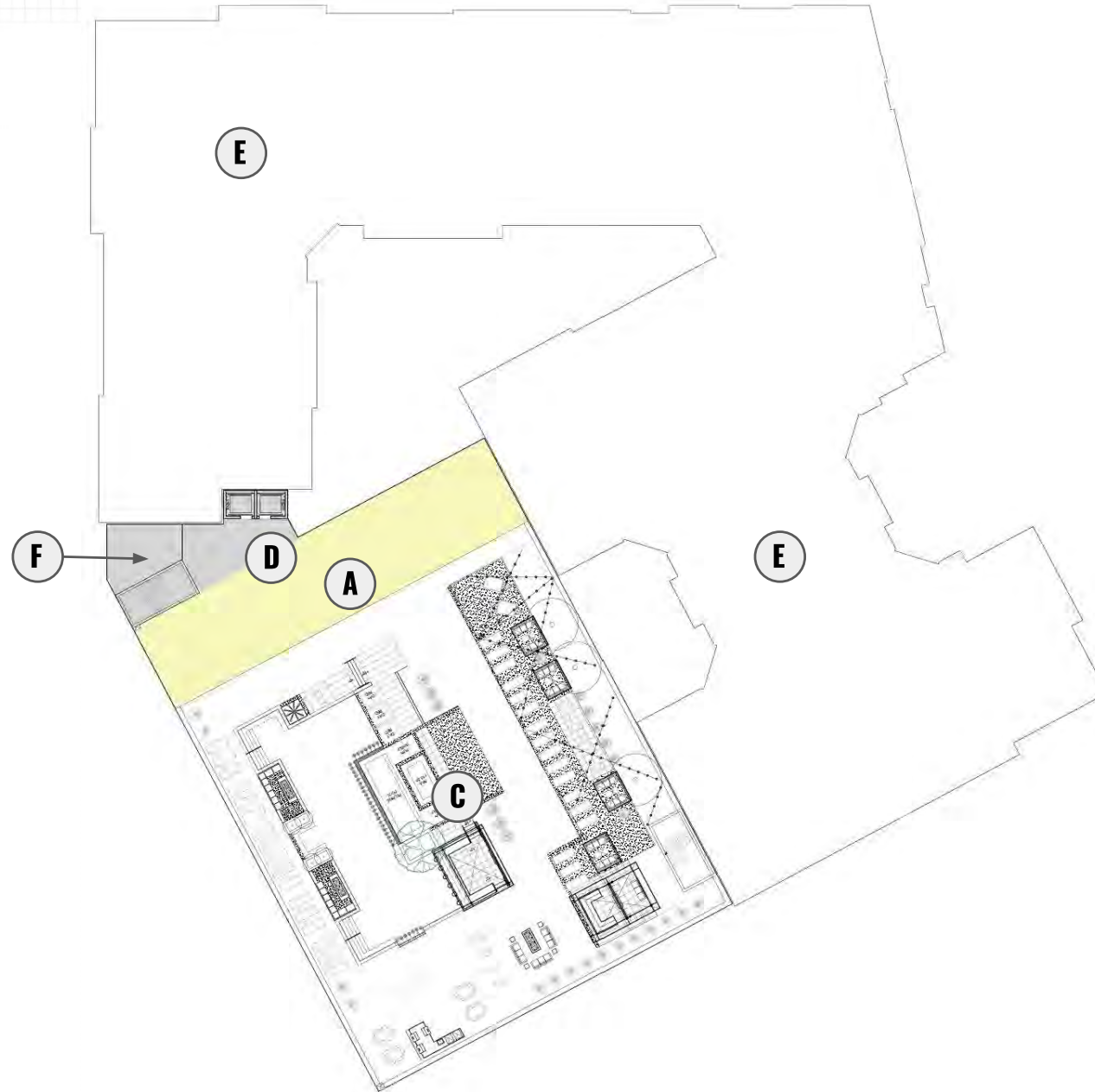


# FLOOR PLAN - LEVEL 6

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

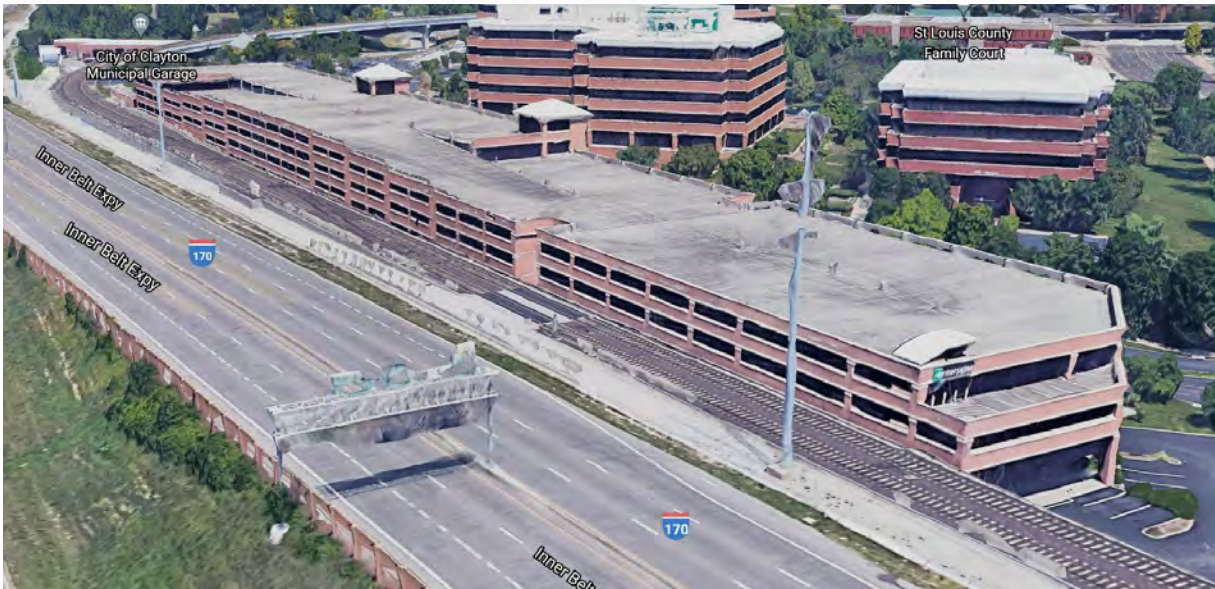
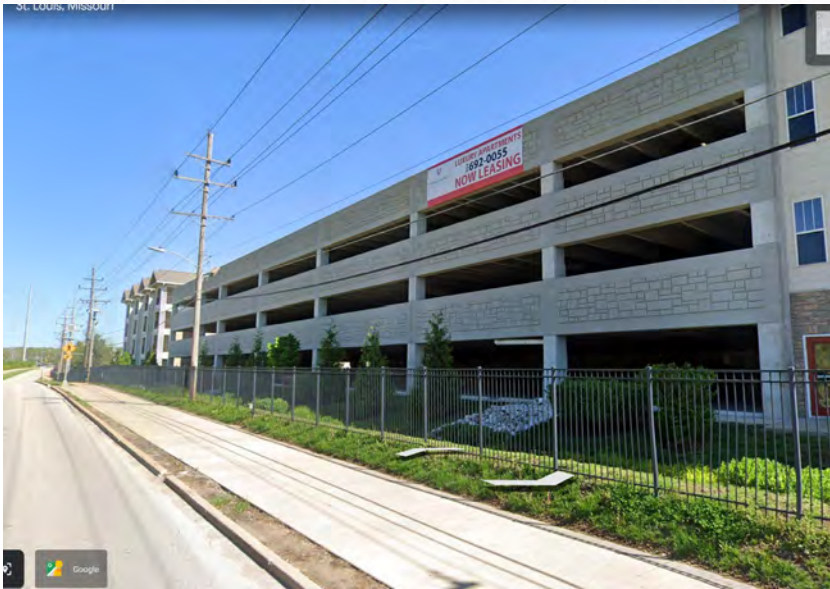
# GARAGE - EXTERIOR FACADE EXAMPLE

8400 DELMAR



# GARAGE - EXAMPLE OF GARAGES ALONG I70

8400 DELMAR



### Apartment Summary

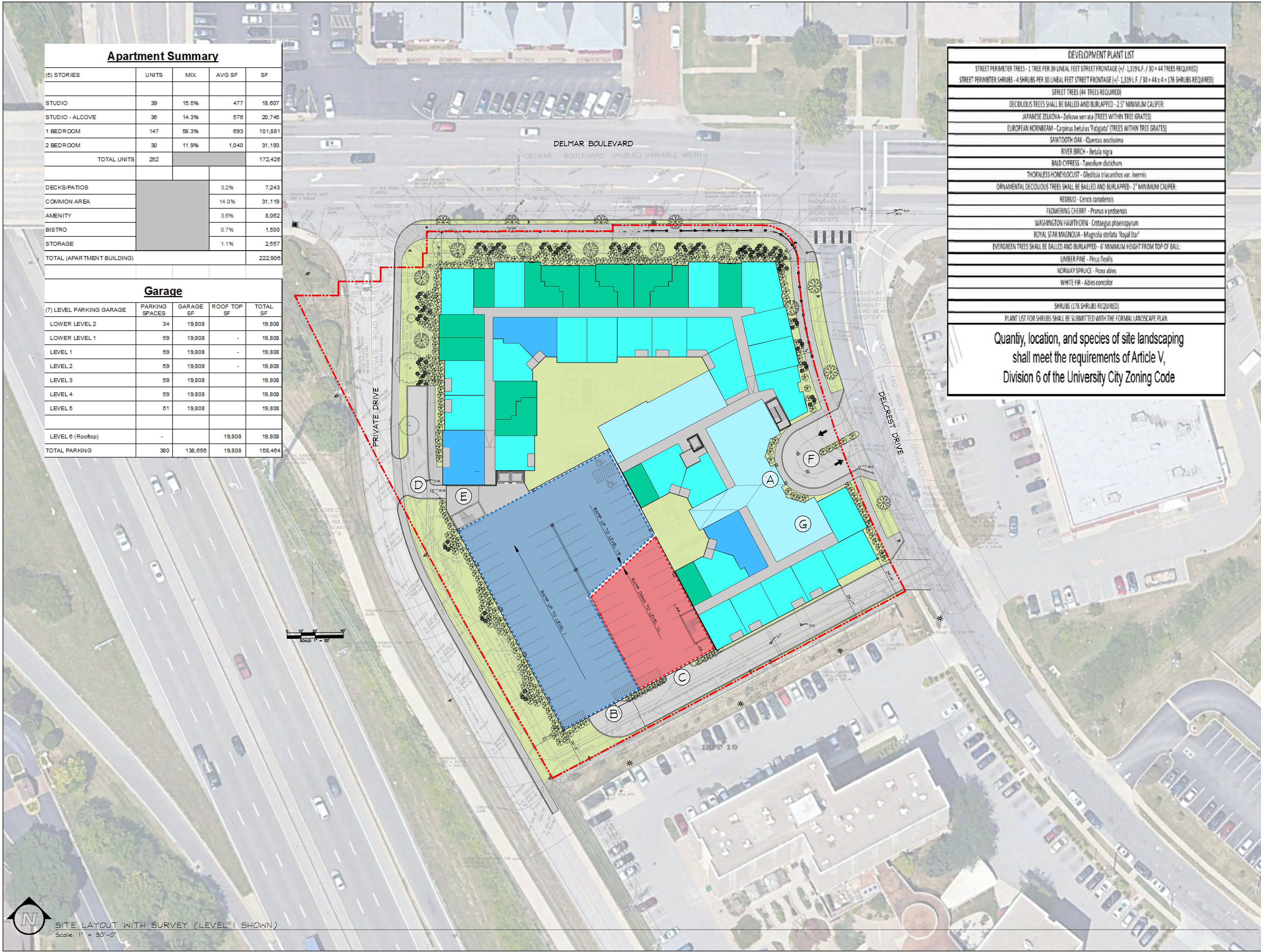
(5) STORIES	UNITS	MIX	AVG SF	SF
STUDIO	39	15.5%	477	18,607
STUDIO - ALCOVE	30	14.3%	576	20,745
1 BEDROOM	147	58.3%	693	101,881
2 BEDROOM	30	11.9%	1,040	31,193
<b>TOTAL UNITS</b>	<b>252</b>			<b>172,426</b>
DECKS/PATIOS			3.2%	7,243
COMMON AREA			14.0%	31,119
AMENITY			3.0%	8,062
BISTRO			0.7%	1,500
STORAGE			1.1%	2,557
<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" MINIMUM CALIPER:	
JAPANESE ZELKOVA - Zelkova serrata (TREES WITHIN TREE GRATES)	
EUROPEAN HORNBEAM - Carpinus betulus 'Fastigata' (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)

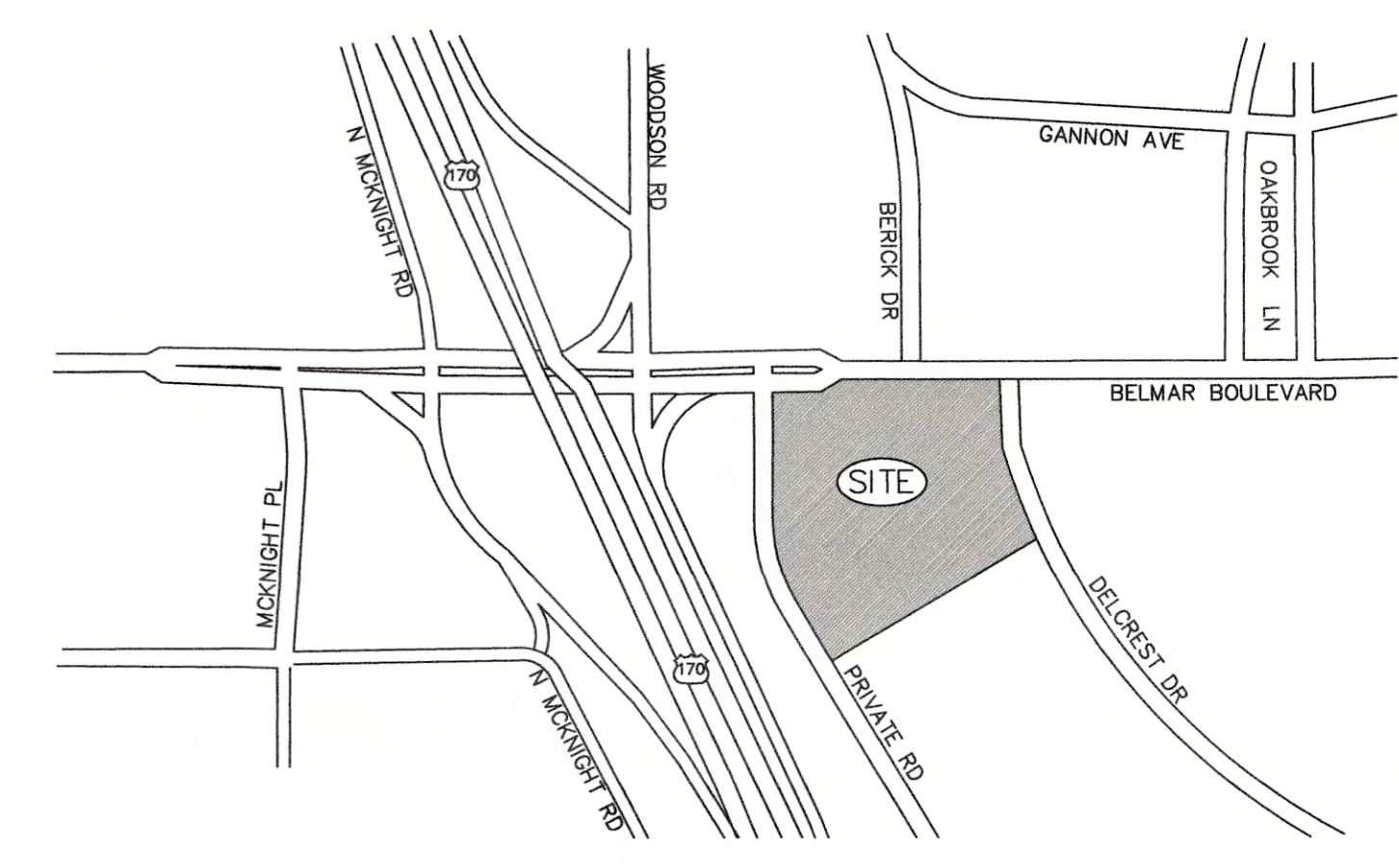
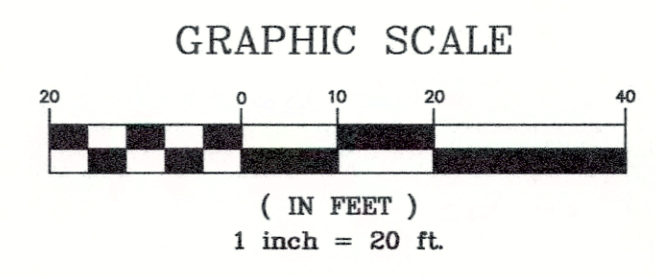
**MIXED USE DEVELOPMENT**  
8400 DELMAR BLVD  
UNIVERSITY CITY, MO

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 (MAP NOT TO SCALE)



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:
  - MONUMENTS PLACED AT ALL MAJOR CORNERS - SHOWN HEREON.
  - ADDRESS - SHOWN HEREON.
  - FLOOD ZONE DESIGNATION - THE SITE IS LOCATED IN ZONE "X", AREA OF MINIMAL FLOOD HAZARD; NOT A SPECIAL FLOOD HAZARD AREA - ACCORDING TO INFORMATION SHOWN ON THE CURRENT FEMA FLOOD INSURANCE RATE MAP NO. 29189C0211 K, EFFECTIVE FEBRUARY 4, 2015; BY GRAPHIC PLOTTING ONLY.
  - GROSS LAND AREA - 2.19 ACRES, MORE OR LESS.
  - EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL - SHOWN HEREON.
  - SUBSTANTIAL VISIBLE STRUCTURES - SHOWN HEREON.
  - PARKING AREAS - TOTAL PARKING SPACES - 195, HANDICAPPED PARKING SPACES - 1 MARKED
  - NAMES OF ADJOINING OWNERS OF PLATTED LANDS - SHOWN HEREON.
- D) THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS. THE SUBJECT PROPERTY IS AN URBAN PROPERTY AS DEFINED IN SAID STANDARDS. THE BEARING REFERENCE SYSTEM AND EASEMENTS UNLESS REFERENCED ARE TAKEN FROM THE RECORD PLAT. THIS PLAT MAY NOT SHOW CURRENT ZONING SETBACKS.
- E) THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVEGROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE VARIOUS UTILITY/SEWER OFFICES SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATIONS.

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

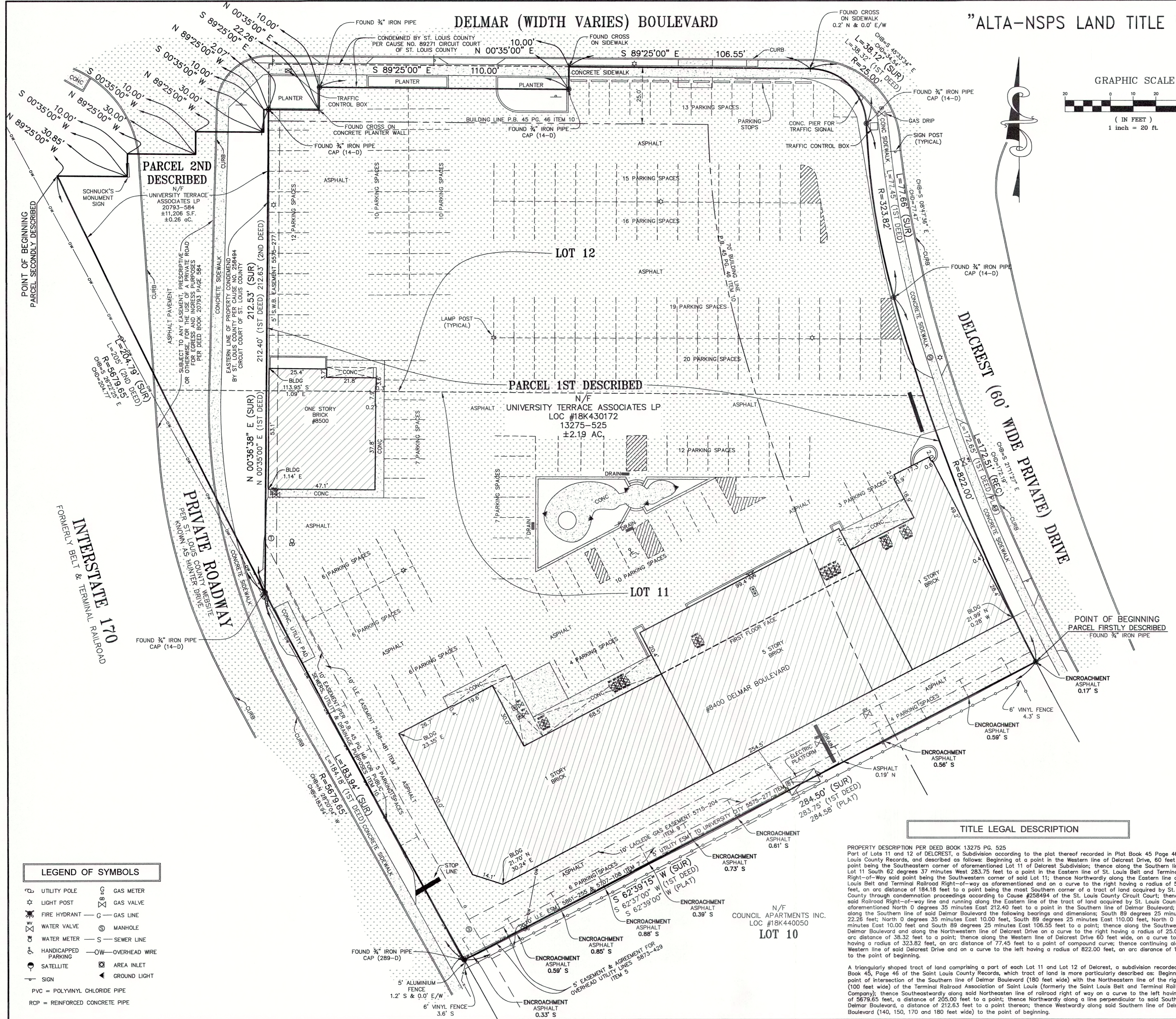
PROPERTY DESCRIPTION PER DEED BOOK 13275 PG. 525

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.

A triangularly shaped tract of land comprising a part of each Lot 11 and Lot 12 of Delcrest, a subdivision recorded in Plat Book 45, Page 46 of the Saint Louis County Records, which tract of land is more particularly described as: Beginning at the point of intersection of the Southern line of Delmar Boulevard (180 feet wide) with the Northeastern line of the right of way (100 feet wide) of the Terminal Railroad Association of Saint Louis (formerly the Saint Louis Belt and Terminal Railway Company); thence Southeastwardly along said Northern line of railroad right of way on a curve to the left having a radius of 5679.65 feet, a distance of 205.00 feet to a point; thence Northwardly along a line perpendicular to said Southern line of Delmar Boulevard, a distance of 212.63 feet to a point thereon; thence Westwardly along said Southern line of Delmar Boulevard (140, 150, 170 and 180 feet wide) to the point of beginning.

LEGEND OF SYMBOLS

- UTILITY POLE
- LIGHT POST
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- HANDICAPPED PARKING
- SATELLITE
- SIGN
- PVC = POLYVINYL CHLORIDE PIPE
- RCP = REINFORCED CONCRETE PIPE
- GAS METER
- GAS VALVE
- GAS LINE
- MANHOLE
- SEWER LINE
- OVERHEAD WIRE
- AREA INLET
- GROUND LIGHT



5/30/2019

PHILLIP J. WURM  
NO. REGISTRATION NO. PLS - 2278

PROJECT NAME: ALTA NSPS SURVEY		PROJECT ADDRESS: #8400 DELMAR BLVD., UNIVERSITY CITY ST. LOUIS COUNTY, MISSOURI	
TOPOS SURVEYING CORPORATION ORIGINAL CERTIFICATE NUMBER 000105			
Revisions	No.	Date	By
Description			
790 RUE ST. FRANCOIS FLORISSANT, MISSOURI 63031 Phone (314) 838-5806 Fax (314) 838-8141			
Drawn by: NLO		Checked by: PJW	
Sur. by: VF		Date: 05-23-2019	
Survey No. 0519-0015			







## AGENDA ITEM COVER

**MEETING DATE:** August 9, 2021

**AGENDA ITEM TITLE:** An Ordinance Amending Section 115.270 of the University City Municipal Code, Relating to Parks and Recreational Facilities Designated, so as to Change the name of Kingsland Park to Welsch Park

**AGENDA SECTION:** New Business - Bills

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

**PREPARED/SUBMITTED BY:** City Attorney John F. Mulligan Jr.

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### **BACKGROUND REVIEW:**

Shelley Welsch served as Mayor of University City from April 22, 2010 until April 23, 2018. She also served as Councilmember for Ward 2 from April 22, 2002 until April 17, 2006.

This Bill changes the name of Kingsland Park to Welsch Park, in recognition of her service to University City.

### **RECOMMENDATION:**

City Manager recommends approval.

### **ATTACHMENTS:**

1. Bill No. 9441

INTRODUCED BY:

DATE: August 9, 2021

**BILL NO.: 9441**

**ORDINANCE NO.:**

**AN ORDINANCE AMENDING SECTION 115.270 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO PARKS AND RECREATIONAL FACILITIES DESIGNATED, SO AS TO CHANGE THE NAME OF KINGSLAND PARK TO WELSCH PARK.**

**BE IT ORDAINED BY THE Council OF THE City of UNIVERSITY CITY, Missouri, AS FOLLOWS:**

Section 1. Section 115.270 of the University City Municipal Code, relating to parks and recreational facilities designated, is hereby amended, so as to change the name of Kingsland Park to Welsch Park. Section 115.270, as so amended, shall read as follows:

115.270. Parks and Recreation Facilities Designated

**A.**

The following are designated as parks within the meaning of this Chapter and Section 98 of the City Charter with exceptions with respect to use only as specified herein:

Ackert Park and Walkway

Adams Park

Balson Median (from Saxony to Wild Cherry)

Clemens Median (from Kingsland to Leland)

Clemens Plaza (722 Limit)

Dog Park (6860 Vernon)

Eastgate Park

Epstein Plaza

Flynn Park

Fogerty Park

Greensfelder Park

Greenway South

Heman Median (from Loop north to Clemens)

Heman Park, except those areas east of the tennis courts and River Des Peres and the fenced area adjacent to the west bank of the River Des Peres, now used for forestry, park maintenance, City garage, public works and the community center

High School Plaza

I-170 Trail

Jackson Median (from Amherst to Balson)

Kaufman Park, except for a residential building now located therein

Kingsbury Median (from Trinity to Melville)

Leland Median (from Loop north to Clemens)

Lewis Park

Majerus Park

Metcalf Park

Millar Park

Mooney Park  
Mona Terrace Trail  
Northmoor Median (between Asbury and Essen)  
Oakbrook Median (from Delmar to Balson)  
Pershing Median (from Rossi to Linden)  
Rabe Park  
Ruth Park, except for that area now used for collecting and processing natural materials  
Swarthmore Median (from Stanford to Groby)  
Welsch Park  
Westgate Plaza

**B.**

The locations and boundaries of the parks and recreational facilities established herein are as shown upon the park map which is hereby incorporated into and made a part of this Chapter. The park map, together with all notations, references and other information shown thereon, and all amendments thereto shall be a part of this Chapter and shall have the same force and effect as if the park map, together with all notations, references and other information shown thereon, were fully set forth and described herein.

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

PASSED this 13<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CERTIFIED TO BE CORRECT AS TO FORM:

\_\_\_\_\_  
City Attorney





## Council Agenda Item Cover

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**MEETING DATE:** August 9, 2021

**AGENDA ITEM TITLE:** Major Subdivision – Final Plat – Tivoli Building Condominium

**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 (Tivoli Building Condominium) at its July 28, 2021 meeting. This agenda item requires the passage of an ordinance and introduction of the bill is being proposed at the August 9, 2021 meeting. The second and third readings along with the passage of the ordinance could occur at the September 13, 2021 meeting.

**Attachments:**

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

**RECOMMENDATION:** City Manager recommends approval



**Plan Commission**

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

July 28, 2021

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

RE: Final Plat Approval – (PC 21-13)

Dear Ms. Reese,

At a regularly scheduled meeting on July 28, 2021 at 6:30 pm via videoconference, the Plan Commission considered the application of Tivoli Building, LLC for Final Plat Approval of a proposed major subdivision for the proposed “Tivoli Building Condominium” plat that is associated with the proposed Tivoli Building Condominiums.

By a vote of 5 to 0, the Plan Commission recommended approval of said major subdivision of the “Tivoli Building Condominium” plat..

Sincerely,

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: August 9, 2021  
FILE NUMBER: PC 21-13  
COUNCIL DISTRICT: 1  
Applicant: Tivoli Building, LLC  
Location: Tivoli Building (6350 Delmar Blvd)  
Request: 1) Major Subdivision – Condominium  
Existing Zoning: CC – Core Commercial  
Existing Land Use: Multi-Tenant Commercial  
Proposed Zoning: No change – “CC” District  
Proposed Land Use: No change – Commercial

**Surrounding Zoning and Land Use**

North: CC: Core Commercial, (Commercial - FLU)  
East: CC: Core Commercial, (Commercial- FLU)  
South: SR: Single-Family Residential (Residential - FLU)  
West: CC: Core Commercial, (Commercial – FLU)

**COMPREHENSIVE PLAN CONFORMANCE**

Yes  No  No reference

**PLAN COMMISSION RECOMMENDATION**

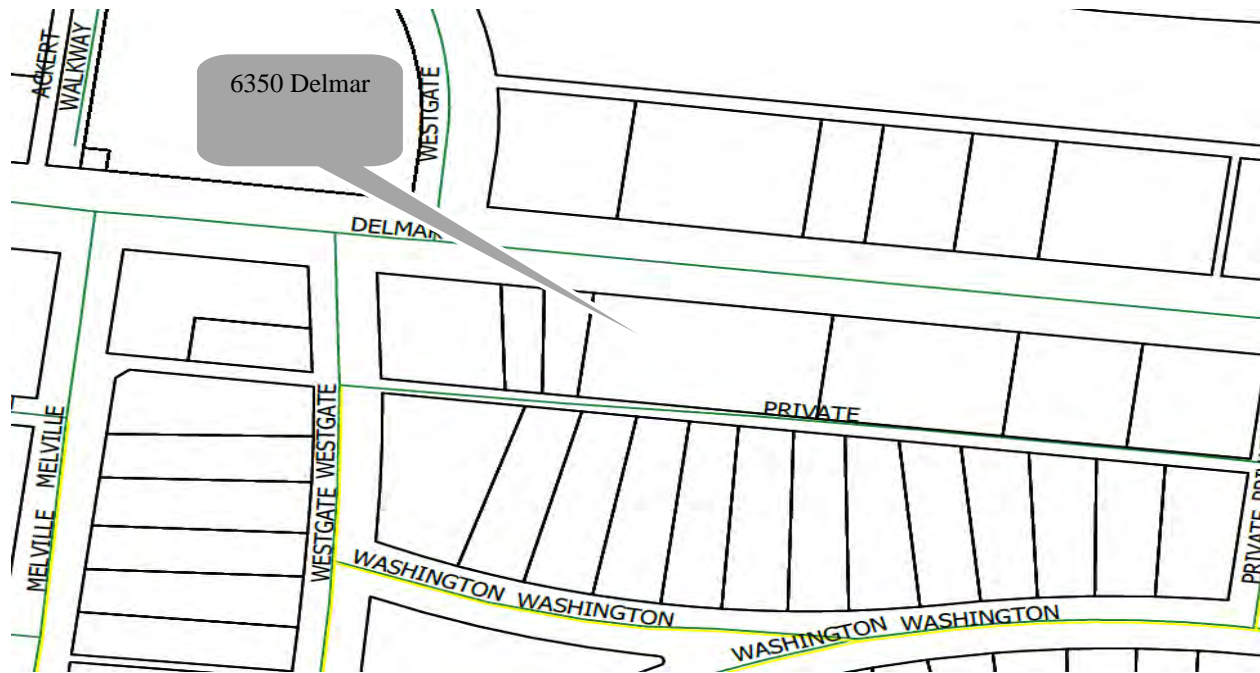
Approval  Approval with Conditions  Denial

**ATTACHMENTS**

A. Plat/Site Plan

### Existing Property

The existing building at 6350 Delmar Boulevard consists of an approximate 42,468 square foot commercial building that contains multiple uses consisting of a theater and various other commercial and office uses. The parcel is approximately .48 acres and is zoned Core Commercial. Surrounding zoning includes Core Commercial and Single-Family Residential. The lot contains no onsite parking and primarily utilizes on street and public parking areas.



### Applicant's Request

The applicant is seeking a major subdivision to create a condominium development within the Tivoli Building.

### 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.



## 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 and the Plan Commission 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. The Plan Commission recommended approval of the proposed Major Subdivision contingent upon waiving the Preliminary Plat requirements and Final Plat edits prior to recording.

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

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

BILL NO.

ORDINANCE NO.

**AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS “TIVOLI BUILDING CONDOMINIUM”**

**WHEREAS**, an application was submitted by Tivoli Building, LLC, on July 19, 2021 for the approval of a final subdivision plat of a tract of land to be known as the Tivoli Building Condominium; and

**WHEREAS**, at its meeting on July 28, 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 “City Exhibit A”, and made a part hereof is a final subdivision plat of a tract of land to be known as “Tivoli Building Condominium”: A Lot in Block 2 of Parkview, A subdivision according to the plat thereof recorded in plat book 6 page 22 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 “City Exhibit A” is hereby approved with edits to add a City Script and Final Plat title insert prior to recording.

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

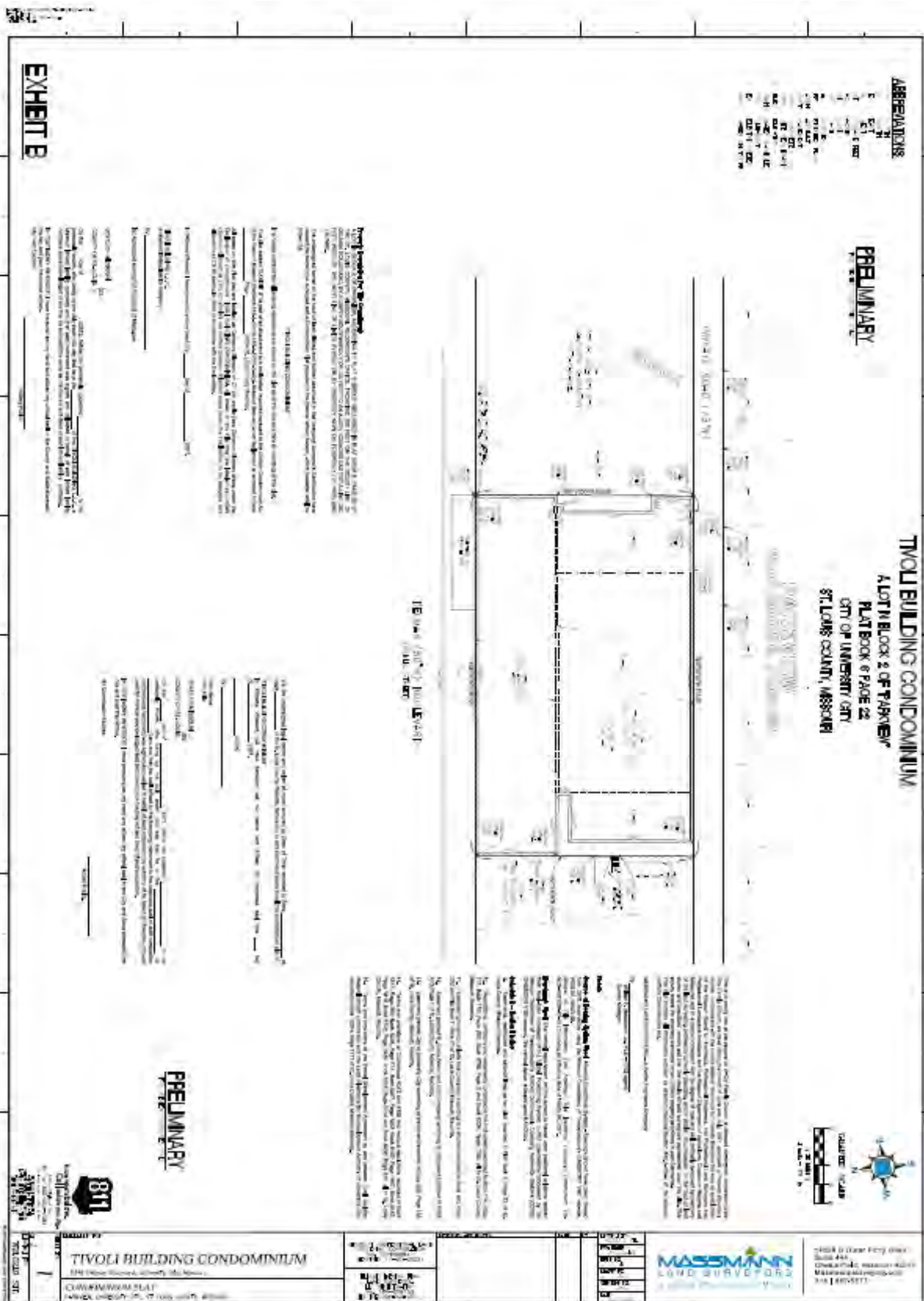
ATTEST:

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

CERTIFIED TO BE CORRECT AS TO FORM:

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

**"CITY EXHIBIT A"**



**ABBREVIATIONS**

1	1/4"	1/4"
2	1/2"	1/2"
3	3/4"	3/4"
4	1"	1"
5	1 1/4"	1 1/4"
6	1 1/2"	1 1/2"
7	1 3/4"	1 3/4"
8	2"	2"
9	2 1/4"	2 1/4"
10	2 1/2"	2 1/2"
11	2 3/4"	2 3/4"
12	3"	3"
13	3 1/4"	3 1/4"
14	3 1/2"	3 1/2"
15	3 3/4"	3 3/4"
16	4"	4"
17	4 1/4"	4 1/4"
18	4 1/2"	4 1/2"
19	4 3/4"	4 3/4"
20	5"	5"
21	5 1/4"	5 1/4"
22	5 1/2"	5 1/2"
23	5 3/4"	5 3/4"
24	6"	6"
25	6 1/4"	6 1/4"
26	6 1/2"	6 1/2"
27	6 3/4"	6 3/4"
28	7"	7"
29	7 1/4"	7 1/4"
30	7 1/2"	7 1/2"
31	7 3/4"	7 3/4"
32	8"	8"
33	8 1/4"	8 1/4"
34	8 1/2"	8 1/2"
35	8 3/4"	8 3/4"
36	9"	9"
37	9 1/4"	9 1/4"
38	9 1/2"	9 1/2"
39	9 3/4"	9 3/4"
40	10"	10"
41	10 1/4"	10 1/4"
42	10 1/2"	10 1/2"
43	10 3/4"	10 3/4"
44	11"	11"
45	11 1/4"	11 1/4"
46	11 1/2"	11 1/2"
47	11 3/4"	11 3/4"
48	12"	12"
49	12 1/4"	12 1/4"
50	12 1/2"	12 1/2"
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56	14"	14"
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58	14 1/2"	14 1/2"
59	14 3/4"	14 3/4"
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64	16"	16"
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66	16 1/2"	16 1/2"
67	16 3/4"	16 3/4"
68	17"	17"
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70	17 1/2"	17 1/2"
71	17 3/4"	17 3/4"
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94	23 1/2"	23 1/2"
95	23 3/4"	23 3/4"
96	24"	24"
97	24 1/4"	24 1/4"
98	24 1/2"	24 1/2"
99	24 3/4"	24 3/4"
100	25"	25"

**PRELIMINARY**

**TIVOLI BUILDING CONDOMINIUM**  
**ALOTTA BLOCK 2 OF PARKER**  
**PLAT BOOK 8 PAGE 22**  
**CITY OF INDIANAPOLIS**  
**ST. LOUIS COUNTY, MISSOURI**

**EXHIBIT B**

**Very Important Note:** This is a preliminary drawing and is not to be used for construction. It is intended for use as a guide only. The final drawing will be issued after all necessary approvals have been obtained. The user of this drawing is advised that it is not to be used for any other purpose without the express written consent of the surveyor.

**NOT TO SCALE**

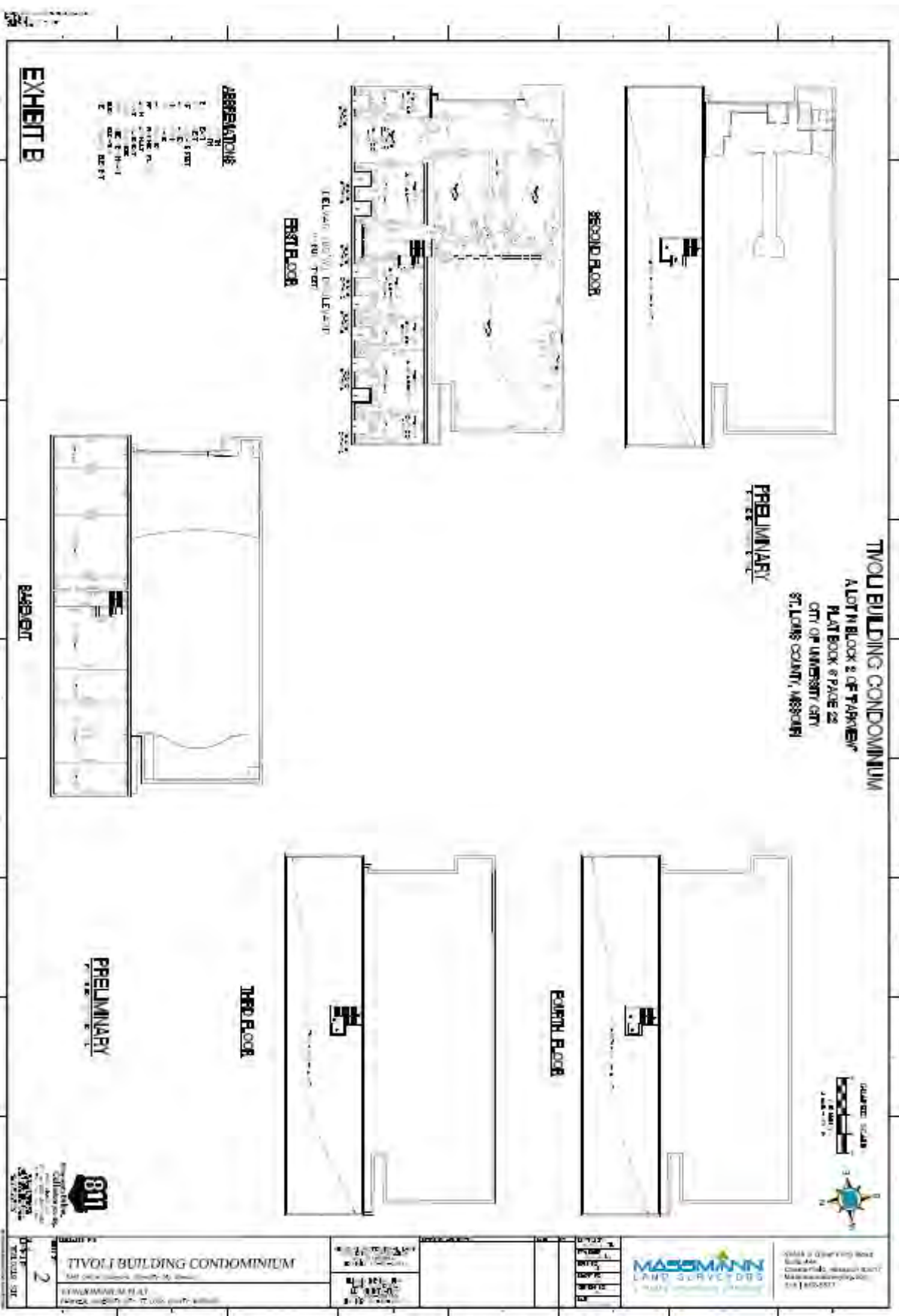
**DATE:** 08/27/2014  
**BY:** [Signature]

**PRELIMINARY**

**MASSMAN LAND SURVEYORS**  
 1000 N. ALLEN ST., SUITE 100  
 INDIANAPOLIS, IN 46202  
 TEL: 317.444.1111  
 FAX: 317.444.1112  
 WWW.MASSMANLANDSURVEYORS.COM

**MASSMAN LAND SURVEYORS**  
 A Division of  
**MASSMAN GROUP, INC.**  
 1000 N. ALLEN ST., SUITE 100  
 INDIANAPOLIS, IN 46202  
 TEL: 317.444.1111  
 FAX: 317.444.1112  
 WWW.MASSMANLANDSURVEYORS.COM

<p><b>TIVOLI BUILDING CONDOMINIUM</b>                  224 Olive Street, 4th Floor, Indianapolis, IN 46202                  CURAWWWWWW PLAT                  PARCEL ID: 01-17-0000-0000</p>	<p><b>MASSMAN LAND SURVEYORS</b>                  A Division of                  MASSMAN GROUP, INC.</p>	<p><b>MASSMAN LAND SURVEYORS</b>                  A Division of                  MASSMAN GROUP, INC.</p>	<p>Check to clear entry sheet:                  Book #                  Date of Publication                  Maximum number of sheets                  Maximum number of sheets</p>
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## Council Agenda Item Cover

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**MEETING DATE:** August 9, 2021

**AGENDA ITEM TITLE:** Major Subdivision – Final Plat – 801 Swarthmore Consolidation Plat

**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(801 Swarthmore Lane Consolidation Plat) at its July 28, 2021 meeting. This agenda item requires the passage of an ordinance and introduction of the bill is being proposed at the August 9, 2021 meeting. The second and third readings along with the passage of the ordinance could occur at the September 13, 2021 meeting.

**Attachments:**

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

**RECOMMENDATION:** City Manager recommends approval



**Plan Commission**

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

July 28, 2021

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

RE: Final Plat Approval – (PC 21-14)

Dear Ms. Reese,

At a regularly scheduled meeting on July 28, 2021 at 6:30 pm via videoconference, the Plan Commission considered the application of Fischer & Frichtel for Final Plat Approval of a proposed major subdivision for the proposed "801 Swarthmore Lane Consolidation Plat".

By a vote of 5 to 0, the Plan Commission recommended approval of said major subdivision of "801 Swarthmore Lane Consolidation Plat".

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: August 9, 2021  
FILE NUMBER: PC 21-14  
COUNCIL DISTRICT: 1  
Applicant: Fischer & Frichtel  
Location: 801 Swarthmore  
Request: 1) Major Subdivision – Lot Consolidation  
Existing Zoning: SR – Single-Family Residential  
Existing Land Use: Residential  
Proposed Zoning: No change – “SR” District  
Proposed Land Use: No change – Residential

**Surrounding Zoning and Land Use**

North: SR: Single-Family Residential, (Residential - FLU)  
East: SR: Single-Family Residential, (Residential- FLU)  
South: SR: Single-Family Residential (Residential - FLU)  
West: CC: Single-Family Residential, (Residential – FLU)

**COMPREHENSIVE PLAN CONFORMANCE**

Yes  No  No reference

**PLAN COMMISSION RECOMMENDATION**

Approval  Approval with Conditions  Denial

**ATTACHMENTS**

A. Plat/Site Plan

## Existing Property

St. Louis County Locator ID: 17K210225 The subject property is approximately .5 acres and is currently a vacant residentially zoned lot. It is a double frontage lot located between Old Bonhomme and Swarthmore Lane.



## Applicant's Request

The applicant is seeking a major subdivision to consolidate three existing lots into one buildable lot.

## 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.

### 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.

ORDINANCE NO.

**AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION  
OF A TRACT OF LAND TO BE KNOWN AS  
“#801 SWARTHMORE LANE CONSOLIDATION PLAT”**

**WHEREAS**, an application was submitted by Fischer & Frichtel, on July 12, 2021 for the approval of a final subdivision plat of a tract of land to be known as 801 Swarthmore Lane; and

**WHEREAS**, at its meeting on July 28, 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 “#801 Swarthmore Lane Consolidation Plat”: Lots 1, 1A and 6 of Bretagne Subdivision, A subdivision according to the plat thereof recorded in plat book 30 page 80 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

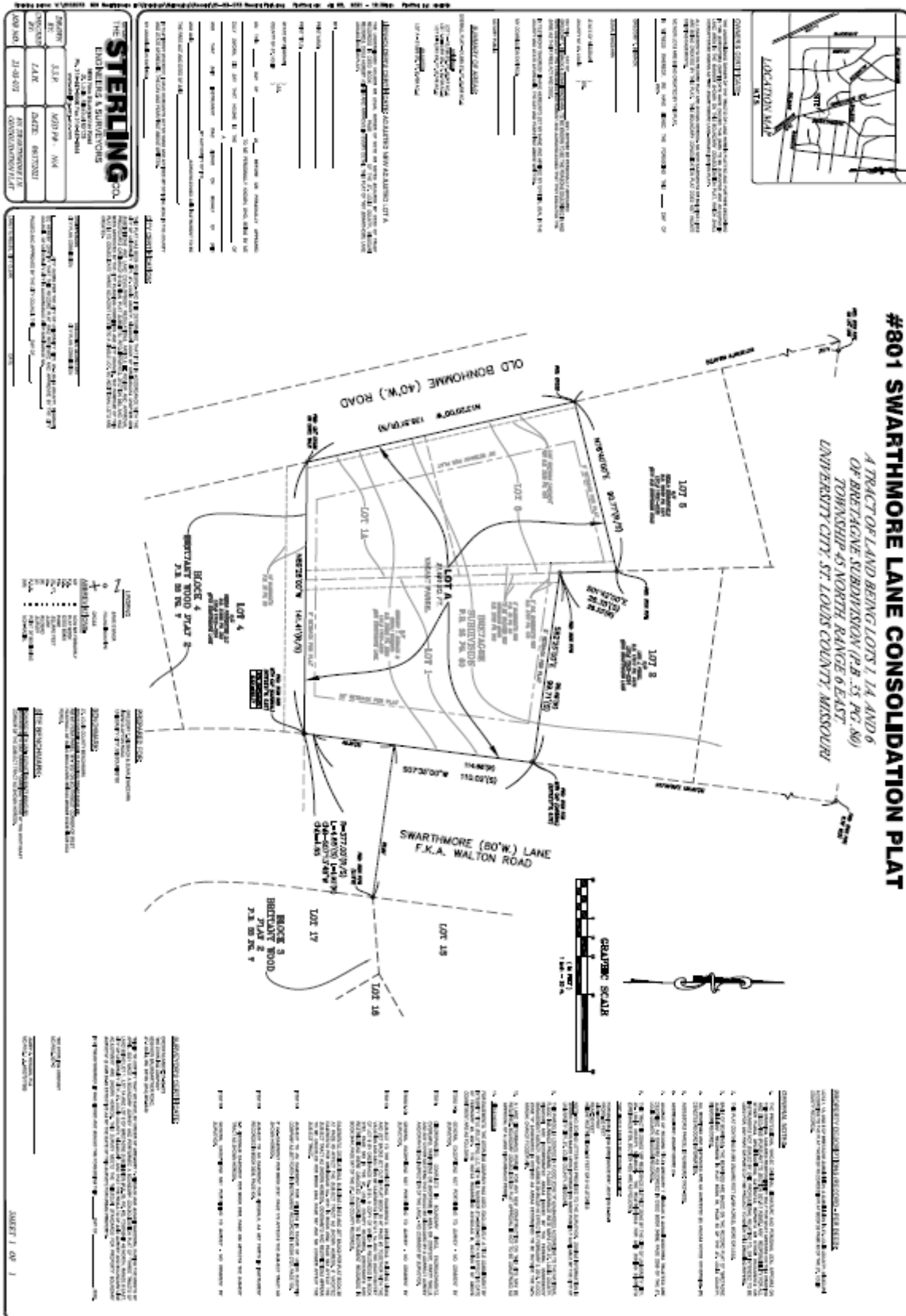
ATTEST:

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

CERTIFIED TO BE CORRECT AS TO FORM:

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

“EXHIBIT A”



# Police Explorers Program Resurrection

## FY20-21 Budget Amendment Action Item

Submitted by Councilman Bwayne Smotherson

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### **Program Overview**

The City of University City has sponsored an Explorers Program in previous years. Given our desire for community policing, and the demand society for additional involvement with our police force, now is the time to re-instate our Explorer Program. The Explorer Program is a career-oriented program that allows young adults to explore a career in law enforcement by working with local law enforcement agencies.

Public service is the greatest opportunity/chance for the Explorers to get out in public and interact with the community. Events range from crowd control at parades, to providing security and uniformed presence at events like fairs and sporting events, and directing traffic during mass traffic floods; such as those following sporting and other civic events.

### **Budget Amendment Objective**

Explorers can learn the various functions of daily policing techniques and how to serve the community along with assisting in city functions. Law Enforcement Exploring is a well-established and highly respected program that has served as a platform from which countless young adults have launched a successful career with local, county, state, and federal law enforcement agencies.

The program would be year-round and during the participation, explorers will have the opportunity to learn about community policing, traffic law, accident investigation, juvenile procedures, criminal law, officer safety, and other law enforcement related topics. The program would actively recruit youth who may be interested in learning about the law enforcement career field. The program could allow participation for youth ages 14 (who have completed the 8th grade) to 21 years of age. Explorers can learn the various functions of daily policing techniques and how to serve the community along with assisting in city functions.

Explorers are expected to hold a high attendance rate with the program including attendance at regularly scheduled meetings and pre-scheduled city functions. The explorers would also be able to perform in "ride alongs" with patrol officers, off-site training with other explorer posts, and team-building exercises.

### **Budget Amendment Amount**

I am requesting an amendment amount to the FY20-21 budget for the amount of \$60,000. This amount annualized will cover the expenses and liabilities projected to occur with the introduction and operation of the Explorers Program for its initial year. Detailed line items expense projections and allocation would be supplied and will fit within the requested amendment amount.

