



MEETING OF THE CITY COUNCIL  
VIA VIDEOCONFERENCE - ZOOM  
Monday, September 13, 2021  
6:30 p.m.

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

**City Council will Meet Electronically on September 13, 2021**

On March 20, 2020, City Manager Gregory Rose declared a State of Emergency for the City of University City due to the COVID-19 Pandemic. Due to the ongoing efforts to limit the spread of the COVID-19 virus, the September 13, 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/85050515310?pwd=ekVwQ01zdDNoMjAvQkQzVlc3Y3pXUT09>  
Passcode: 130333

**Live Stream via YouTube:**

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

**Audio Only Call**

Or One tap mobile :

US: +13017158592,,85050515310# or +13126266799,,85050515310#

Or Telephone:

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

Webinar ID: 850 5051 5310

International numbers available: <https://us02web.zoom.us/j/kdmYfZWmc3>

**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, September 13, 2021  
6:30 p.m.

**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. APPROVAL OF AGENDA**

**D. APPROVAL OF MINUTES**

1. August 9, 2021 – Study Session Minutes – Policing Strategy
2. August 9, 2021 – Regular Session Minutes

**E. APPOINTMENTS to BOARDS & COMMISSIONS**

1. Mark Barnes is nominated to the Library Board as a fill in replacing Dorothy Davis's vacated seat by Councilmember Stacy Clay
2. Kathleen Simpson is nominated to the Library Board as a fill in replacing Michael Hart's vacated seat by Councilmember Stacy Clay
3. Dianne Benjamin is nominated for re-appointment to the Urban Forestry Commission by Councilmember Aleta Klein
4. Ed Nickels is nominated for re-appointment to the Historic Preservation Commission by Councilmember Aleta Klein
5. Robert Klahr is nominated for re-appointment to the Historic Preservation Commission by Councilmember Aleta Klein
6. Rick Ruderer is nominated for re-appointment to the CALOP Commission by Councilmember Bwayne Smotherson
7. Jean Russell is nominated for re-appointment to the CALOP Commission by Councilmember Bwayne Smotherson
8. Aaron Bitzer is nominated to the Urban Forestry Commission as a fill in replacing Mary Harvey's vacated seat by Councilmember Tim Cusick
9. Bethany Gasparovic is nominated to the Civil Service Board as fill in replacing Joan Suarez's vacated seat by Councilmember Tim Cusick
10. Mathew Emden is nominated to Green Practices Commission as fill in replacing Tim Dugan's unexpired term by Councilmember Jeff Hales
11. Meg Zelenovich is nominated to the Arts and Letters Commission as fill in replacing Barbara Santoro's expired term by Councilmember Jeff Hales
12. Christopher Trahan is nominated to the Historic Preservation Commission replacing Sandy Jacobson's expired term by Councilmember Jeff Hales
13. Larry Zelenovich is nominated to the Traffic Commission as a fill in replacing Jeffrey Mishkin's unexpired term by Mayor Terry Crow
14. Todd Jacobs is nominated to the Board of Appeals replacing Greg Pace's expired term by Mayor Terry Crow

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

**G. CITIZEN PARTICIPATION**

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

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

*Please note, when submitting your comments, a **name and address must be provided**. Please also 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.*

**H. PUBLIC HEARINGS**

1. 3 Diamond Development Senior Apartments – 1301-1309 Partridge Ave.

**I. CONSENT AGENDA**

1. EDRST Funding Request – Parking Meter Revenues
2. EDRST Funding Request – CoStar Subscription
3. EDRST Funding Request – Office Market Analysis
4. Ackert Park Site Furnishings Contract
5. Centennial Commons Security Cameras Contract
6. Cushman Truckster Agreement
7. Emerald Ash Borer Tree Removal and Replacement Contract
8. Heman Park Asphalt Trail Repairs Contract
9. T.R.I.M Grant Agreement
10. Tree Inventory Contract
11. Tub Grinding Contract
12. Road Salt Purchase
13. Storm Water Master Plan (Consultant)
14. Loop in Motion Special Use Permit – Approval-Ratification
15. Parking Space Agreement – U-City Family Church

**J. CITY MANAGER'S REPORT**

1. Conditional Use Permit (CUP) – Convenience Store/Gas Station (QuikTrip) – 7579 Olive Blvd
2. Conditional Use Permit (CUP) – Establish and Operate a proposed "Place of Worship" – 8350 Delmar Blvd.

**K. UNFINISHED 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"

**L. NEW BUSINESS**

*Resolutions*

1. **Resolution 2021-13 FY21 Budget Amendment #4** Resolution Amending The Fiscal Year 2020-2021

*Bills*

2. **BILL 9444** - AN ORDINANCE AMENDING SECTION 210.040 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO KEEPING MORE THAN TWO ANIMALS UNDER CERTAIN CONDITIONS UNLAWFUL, BY REPEALING SECTION 210.040 AND ENACTING IN LIEU THEREFOR A NEW SECTION TO BE KNOWN AS "SECTION 210.040. KEEPING MORE THAN THREE ANIMALS UNDER CERTAIN CONDITIONS UNLAWFUL;" CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY.

**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

**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 and (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration

**Q. ADJOURNMENT**

Posted 10<sup>th</sup> day of September 2021  
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 August 9, 2021 meeting will be conducted via videoconference.

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**MINUTES OF CITY COUNCIL STUDY SESSION**  
**Policing Strategy and Statistics**  
**VIA VIDEOCONFERENCE - ZOOM**  
**August 9, 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, August 9, 2021, Mayor Terry Crow called the meeting to order at 5:30 p.m.

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

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

Also in attendance were City Manager, Gregory Rose, City Attorney, John F. Mulligan, Jr., and Chief of Police, Larry Hampton.

**2. CHANGES TO REGULAR AGENDA**

(No changes were requested)

**3. POLICING STRATEGY AND STATISTICS**

Mr. Rose stated staff was asked to provide Council with some of the statistics and strategies currently being utilized by the UCPD, and tonight Chief Hampton is here to provide that information.

Chief Hampton stated in addition to the data, this presentation seeks to provide Council with an understanding of the technology, equipment, and strategies implemented within his Department.

**Never Let Fear Decide Your Future**

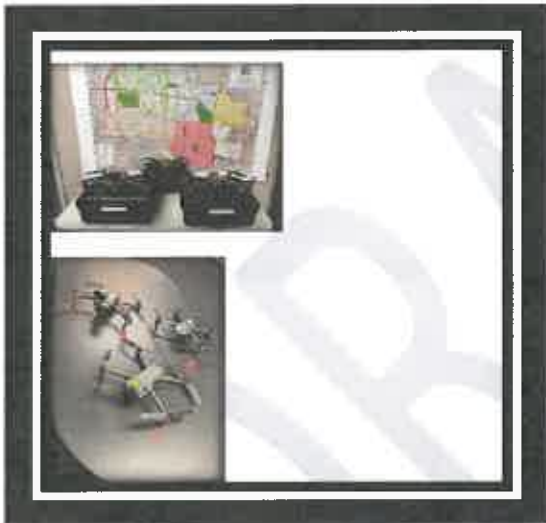
Regional developments are used as training mechanisms to ensure that officers are aware of the latest trends, which leads to diminished fears, well-informed and safer interactions.

**Technology & Equipment**

- Body Cameras and GPS in all UCPD fleet vehicles
- 80+ Watch Guard body cameras purchased and deployed in Feb. 2021
- New Mobile Data Terminals (computers) for 90% of vehicles
- New Mobile Ticketing Printers for all uniformed fleet vehicles in Feb. 2021
- All Supervisors, Field Training Officers, & Detectives trained with A.R. 15 Rifles and TASERS (40 new) – expanding even more via “matching funds grants”

- Approximately 40 additional tactical rifle vests were added to our daily fleets; (along with normal body armor)
  - 3 Armored Shields purchased and added to daily fleets; (more to come by Fall 2021)
  - 6 (U.A.V.) Drones housed at UCPD, with access to 3 more at-will. 6 UCPD trained Drone Pilots/Operators; (continued collaborations w/UCFD)
  - Combat conditions ROBOT with video and audio specs to keep UCPD Personnel safe upon hot entries
  - New Patrol Bikes purchased and utilized (i.e., joint patrols with Wash. Univ. PD throughout Delmar Loop, adjacent residential areas, and walkways)
  - Riot Mace containers are updated yearly
  - 10+ fully equipped combat-ready riot control suits
  - 6 fully trained Mobile Response Teams (MRT) via FEMA & SLAPCA
  - New COVID Virus Disinfectant devices and equipment to aid in sanitizing
  - In-house instructors on firearms, tasers, mace, rifles, defensive tactics, crisis intervention, etc.
- ❖ *With increasing domestic terrorism and violence on the rise in our country, equipment, technology, training, and community engagement will be crucial for FY '22 & FY '23.*

## Drones



Uses for drones include planning tactical responses during emergencies, assisting with search and rescue operations, assessing the scope of a scene, documenting crime scenes, and providing aerial views during special events and circumstances.

## Grants & Awards

### GRANTS & FUNDS AWARDED TO UCPD 2020

| Source  | Grant Name   | Award Date | Award Amount  |
|---|--|------------|---------------|
| MO Dept. of Transportation - Highway Safety & Traffic | DWI Saturation Enforcement                                   | 8/2/2019   | \$ 2,500.00   |
| MO Dept. of Transportation - Highway Safety & Traffic | HMV Enforcement  | 8/2/2019   | \$ 2,500.00   |
| MO Dept. of Transportation - Highway Safety & Traffic | Holiday DWI Enforcement Campaign                             | 2/7/2020   | \$ 354.09     |
| MO Dept. of Transportation - Highway Safety & Traffic | St. Patrick's Day DWI Enforcement Campaign                   | 6/12/2020  | \$ 362.72     |
| MO Dept. of Transportation - Highway Safety & Traffic | Youth Seat Belt Enforcement                                  | 6/12/2020  | \$ 358.17     |
| MO Dept. of Transportation - Highway Safety & Traffic | Click It or Ticket (CIOT) Enforcement Campaign               | 7/24/2020  | \$ 500.00     |
| MO Dept. of Transportation - Highway Safety & Traffic | Youth Alcohol Enforcement Campaign                           | 7/24/2020  | \$ 306.65     |
| Missouri Police Chiefs Charitable Foundation          | Rapid ID Devices   | 1/17/2020  | \$ 6,056.84   |
| Office of Justice Programs                            | Bulletproof Vest Partnership (BVP) Grant                     | 10/3/2018  | \$ 4,400.00   |
| Office of Justice Programs                            | Coronavirus Emergency Supplemental Funding (CESF) Program    | 6/3/2020   | \$ 51,471.00  |
| Missouri Police Chiefs Association                    | EVOK LE Driving Grant  | 7/21/2020  | \$ 5,135.00   |
| MO Dept. of Transportation - Highway Safety & Traffic | July 4th DWI Enforcement Campaign                            | 8/28/2020  | \$ 365.18     |
| MO Dept. of Transportation - Highway Safety & Traffic | Drive Sober or Get Pulled Over Enforcement Campaign          | 10/9/2020  | \$ 365.18     |
| Missouri Police Chiefs Association                    | ELSA Live Scan Station                                       | 9/4/2020   | \$ 3,298.00   |
| MO Dept. of Transportation - Highway Safety & Traffic | Child Passenger Safety (CPS) Enforcement Campaign            | 10/30/2020 | \$ 350.00     |
| Community Oriented Policing Services                  | COPS Hiring Program  | 6/25/2020  | \$ 333,334.00 |
| MO Dept. of Transportation - Highway Safety & Traffic | DWI Saturation Enforcement                                   | 8/11/2020  | \$ 4,000.00   |
| MO Dept. of Transportation - Highway Safety & Traffic | HMV Enforcement  | 8/11/2020  | \$ 4,000.00   |
| Office of Justice Programs                            | Edward Byrne Memorial Justice Assistance Grant (JAG) Program | 9/19/2020  | \$ 12,416.00  |
|   |  |            | \$ 432,072.83 |

### CALLS FOR SERVICE 2020

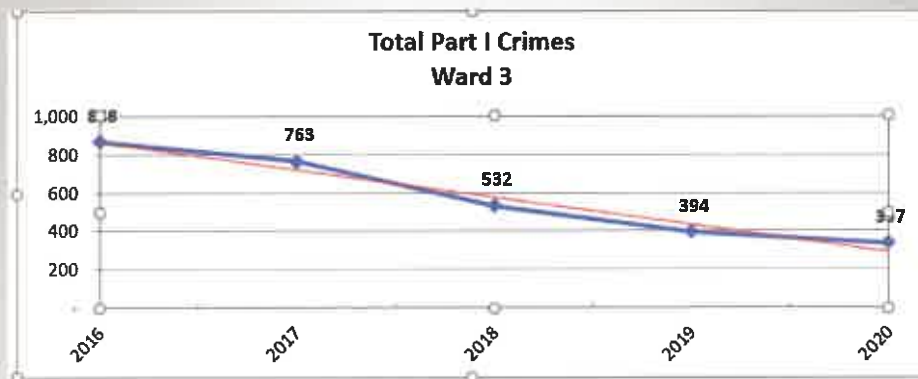
| Calls for Service |                |               |                |
|-------------------|----------------|---------------|----------------|
|                   | Non-Emergency  | Emergency     | Total          |
| 2019              | 59,684         | 21,997        | 81,681         |
| 2020              | 62,894         | 20,155        | 83,049         |
| <b>Total</b>      | <b>122,578</b> | <b>42,152</b> | <b>164,730</b> |

## CRIME STAT. COMPARISON '16 - '20

| Incident Type       | 2016 - 2017 |             |             | 2017 - 2018 |             |             | 2018 - 2019 |             |            | 2019 - 2020 |            |             |
|---------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|------------|-------------|------------|-------------|
|                     | 2016        | 2017        | % Change    | 2017        | 2018        | % Change    | 2018        | 2019        | % Change   | 2019        | 2020       | % Change    |
| Homicide            | 3           | 3           | 0%          | 3           | 1           | -67%        | 1           | 2           | 100%       | 2           | 6          | 200%        |
| rape                | 4           | 3           | -67%        | 3           | 3           | 100%        | 4           | 2           | -47%       | 2           | 4          | 100%        |
| Robbery             | 77          | 60          | -22%        | 60          | 36          | -40%        | 36          | 27          | -25%       | 27          | 38         | 41%         |
| Agg. Assault        | 99          | 89          | -10%        | 89          | 48          | -46%        | 48          | 35          | -15%       | 35          | 50         | 18%         |
| Burglary            | 290         | 225         | -23%        | 225         | 128         | -43%        | 128         | 109         | -15%       | 109         | 88         | -19%        |
| License             | 1044        | 879         | -16%        | 879         | 901         | 3%          | 901         | 880         | -2%        | 880         | 641        | -27%        |
| Motor Vehicle Theft | 137         | 111         | -19%        | 111         | 106         | -5%         | 106         | 140         | 32%        | 140         | 130        | -7%         |
| Arson               | 4           | 19          | 50%         | 8           | 6           | -33%        | 6           | 5           | -17%       | 5           | 10         | 100%        |
| <b>Total</b>        | <b>1605</b> | <b>1179</b> | <b>-26%</b> | <b>1179</b> | <b>1114</b> | <b>-11%</b> | <b>1114</b> | <b>1210</b> | <b>10%</b> | <b>1210</b> | <b>982</b> | <b>-21%</b> |

- 14% decrease from 2016 to 2017
- 11% decrease from 2017 to 2018
- 1% decrease from 2018 to 2019
- 20% decrease from 2019 to 2020; (there is no belief that COVID had any impact on this percentage).

### 3<sup>RD</sup> WARD PART 1 CRIME STATS 2016 - 2020



\*over the past five years, overall crime (Part I) has been on a decline in Ward 3.



## WEAPONS SEIZED BY UCPD 2020

| ITEM TYPE                    | SEIZED 2019 | SEIZED 2020 | TOTAL      |
|------------------------------|-------------|-------------|------------|
| BASEBALL BAT                 | 2           | 0           | 2          |
| BB GUN                       | 13          | 13          | 26         |
| HAMMER                       | 6           | 1           | 7          |
| HANDGUN                      | 133         | 156         | 289        |
| KNIFE                        | 25          | 32          | 57         |
| MACHINE GUN                  | 1           | 0           | 1          |
| PELLET GUN                   | 2           | 0           | 2          |
| RIFLE                        | 11          | 10          | 21         |
| RIFLE / SHOTGUN COMBINATION  | 3           | 7           | 10         |
| SHOTGUN                      | 6           | 6           | 12         |
| SUBMACHINE GUN               | 1           | 0           | 1          |
| <b>TOTAL WEAPONS SEIZED:</b> | <b>203</b>  | <b>224</b>  | <b>427</b> |

Although the State law is pretty relaxed on the issuance of conceal and carry permits, it is still a crime to possess a weapon if you are a felon, flourishing it, or using it in the commission of a crime.

### **NIBRS**

Effective January 1, 2021, all law enforcement agencies (LEAs) are required to transition to the FBI's National Incident-Based Reporting System (NIBRS) to report crime statistics.

The serious crimes listed under Summary Based have now been incorporated into and reported under Incident-Based crimes.

Prior to 2021, only the most serious crime that occurred during an incident was reported. I.e., an assault that occurred during a robbery was only reported as a robbery. After January 1, 2021, numerous incidents can be reported during the commission of one crime. Unfortunately, this is oftentimes viewed as an increase in crime.

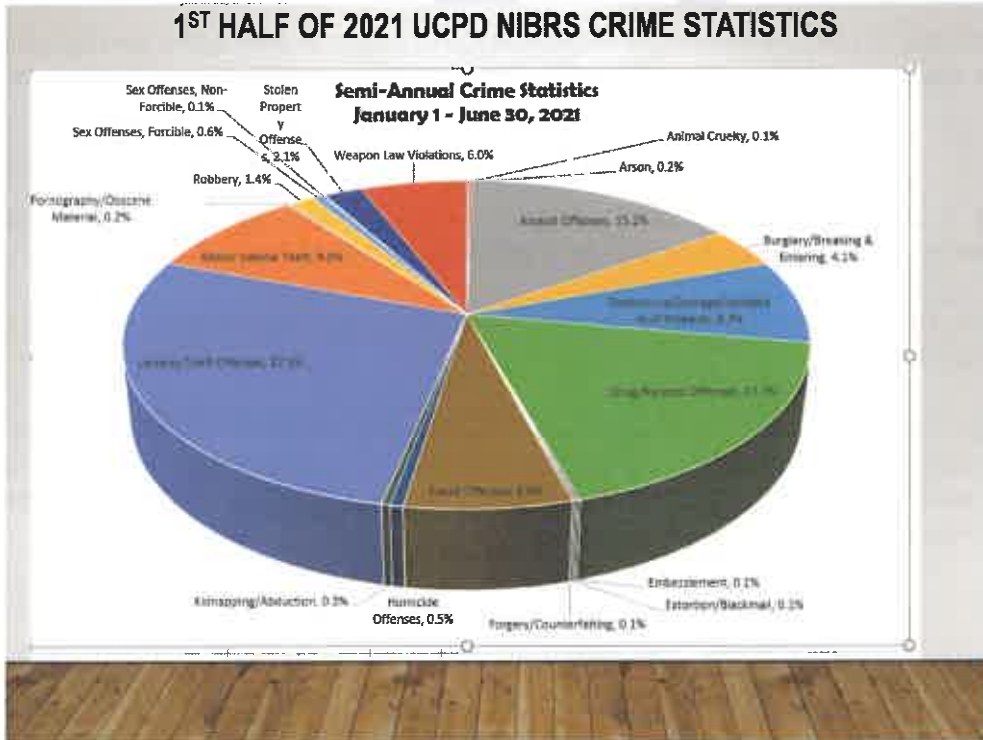
# NIBRS

- Effective January 1, 2021, all law enforcement agencies (LEAs) are required to transition to the FBI's National Incident-Based Reporting System (NIBRS) to report crime statistics. Previously, law enforcement agencies were encouraged to report crime statistics using the Uniform Crime Reporting (UCR) System, which was summary based. Summary based means that only the most serious crime(s) were reported under a single report number.
- The new UCR system is incident-based reporting, which means multiple crimes may be reported under a single report number, depending on the elements of the crime. This means our agency will be reporting more offenses. Previously, our agency was only required to report on 8 crimes, which were broken down into 4 offense categories for Crimes Against Persons and 4 offense categories for Crimes Against Property. Through NIBRS, LEAs report data on each offense and arrest within 24 offense categories made up of 52 specific crimes. The 24 offense categories include Crimes Against Person, Crimes Against Property, and the newest category Crimes Against Society.

Below is a chart showing summary-based offenses vs. incident-based offenses

| Summary Based         | Incident Based                 |
|-----------------------|--------------------------------|
| • Homicide            | • Homicide                     |
| • Rape                | • Kidnapping                   |
| • Robbery             | • Sex Offense, Forcible        |
| • Aggravated Assault  | • Robbery                      |
| • Burglary            | • Assault                      |
| • Larceny             | • Arson                        |
| • Motor Vehicle Theft | • Extortion/Blackmail          |
| • Arson               | • Burglary                     |
|                       | • Larceny/Theft                |
|                       | • Motor Vehicle Theft          |
|                       | • Forgery/Counterfeiting       |
|                       | • Fraud                        |
|                       | • Embezzlement                 |
|                       | • Stolen Property              |
|                       | • Vandalism                    |
|                       | • Drugs/Narcotics Violations   |
|                       | • Sex Offenses, Non-Forcible   |
|                       | • Pornography/Obscene Material |
|                       | • Gambling                     |
|                       | • Prostitution                 |
|                       | • Bribery                      |
|                       | • Weapon Law Violations        |
|                       | • Human Trafficking            |
|                       | • Animal Cruelty               |

## 1ST HALF OF 2021 UCPD NIBRS CRIME STATISTICS



Larceny & Thefts represent the largest crime statistics.

## 1<sup>ST</sup> HALF OF 2021 UCPD "NIBRS" CRIME STATISTICS

|  |            |
|--|------------|
| Motor Vehicle Theft                      | 86         |
| Forgery/Counterfeiting                   | 1          |
| Fraud Offenses                           | 63         |
| Embezzlement                             | 1          |
| Stolen Property Offenses                 | 20         |
| Destructive/Damage/Vandalism of Property | 79         |
| Drug/Narcotic Offenses                   | 169        |
| Sex Offenses, Non-Forcible               | 1          |
| Pornography/Obscene Material             | 2          |
| Weapon Law Violations                    | 57         |
| Animal Cruelty                           | 1          |
| <b>Grand Total</b>                       | <b>955</b> |

### Arrests

Adults – 685 (88 of these were summons issued in lieu of an arrest)

Juveniles - 47

**Grand Total – 732**

### Highlights

- Total number of Assault Offenses will increase this year because under NIBRS reporting, agencies report Simple Assault, which was not a requirement under UCR summary based reporting
- Total number of Drug/Narcotics is inflated because this category includes both drug possession and possession of drug paraphernalia, which under NIBRS reporting will be reported separately under the same incident report of both occur

A breakdown of the pie chart.

- There are no comparative models for years before 2021.

### Strategic Methods to Address Crime

- University City Police deploys various levels of 21<sup>st</sup> Century Policing techniques derived from the 6 Pillars of Policing created by the President's Task Force on 21<sup>st</sup> Century Policing.
  - Building Trust and Legitimacy
  - Professionalism
  - Standards
  - Community outreach and engagement
  - Juvenile Diversion programs; (*The STLC Family Court's Juvenile Diversion Program for ages 9 through 17 was started on June 1st.*)
  - Policy and Oversight; (*National Accreditation, MO. State Police Officer Standard Training aka POST, City Manager & City Officials*)
- Technology and Social Media; (*Body cameras, drones, surveillance, NextDoor, RING Neighbors Portal, Facebook, webpage, etc.*)
- Community Policing and Crime Reduction; (*Situational Awareness, community engagement, forums, Citizen's Police Academy, which may be conducted virtually in October and November*)
- Officer Training and Education; (*POST requirements, Accreditation requirements, min. education requirements, etc..*)
- Officer Safety and Wellness; (*Continuous in-house training with licensed instructors, Police Chaplains, and Employee Assistance Programs, etc..*)
- Personnel receive bi-annual Employee Evaluations; (*accountability, assistance, and encouragement*).
- CRIME TRENDS are addressed on a daily, weekly, and routine basis

- Daily Patrol Plans are actual Strategic ACTION PLANS that specify how to combat trending issues or crime problems; (*i.e.*, catalytic converter thefts, park vagrants, shots fired in specific areas and times)
- Roll Calls are daily training sessions
- UCPD persevered with its mission despite the schedule changes precipitated by COVID
- Prevention & Intervention are just as important as APPREHENSION!
- Deterrence can't be truly measured and police officers work in a dynamic environment; never the same thing every day; (*Emergency Plans are prepared for every situation*)
- The Anti-Crime Initiative program allows UCPD to improve its methods of preventing crime, the fear of crime, increasing police visibility, and developing a cohesive partnership with the community
  - The Anti-Crime initiative brings together law enforcement, community residents, stakeholders, City Departments, and agencies to develop, implement, and report on comprehensive, multi-faceted strategies, including CPTED (Crime Prevention Through Environmental Design), to prevent and reduce the most prevalent violent crime problems in target neighborhoods
  - Computers keep officers deployed in a strategic area while completing necessary documents

## Training



Every member of the Department is essential. Therefore, as an organization, UCPD's goal is to elevate and cultivate its employees to ensure they can continue to provide excellent service to the University City community in the most efficient manner possible.

### **Crime Diversion Programs & Community Outreach**

- Juvenile Detention Alternatives Initiative (JDAI) is proceeding in University City. All personnel who received JDAI training from STLC Family Court and low-level crimes and infractions will be qualified for that juvenile (ages 9 -17) to receive diversion from juvenile detention. Families will also receive resources for solving any issues that may exist
  - UCPD has been cooperating in a diversion program with STLC Family Courts for juveniles ages 14 to 17, since 2014.
- More resources have been dedicated to assisting homelessness via referrals to accredited organizations like St. Vincent's Home, Annie Malone, Community Women Against Hardship, Covenant House, etc.

### **2021 Community Outreach Events**

- UCPD/UCSD National Night Out – August 2021
- Beyond the Badge Teen Talk U City High School – August 2021
- Active Intruder Training Scenarios w/UCFD – September 2021
- Active Shooter for Religious institutions - October 2021
  - Module created by State Highway Patrol
- UCPD Citizens Police Academy - October 2021
- UCPD Hiring Event - October 2021
- Halloween Candy & Snacks Giveaway - October 2021
- Thanksgiving Food or Gift Card Giveaway – November 2021
- Holiday Gift Giveaway - December 2021



Mr. Rose asked Chief Hampton if he would elaborate on the level of staffing the Department currently has? Chief Hampton stated staffing is a very fluid situation because last week he received three unexpected resignations. One is going to a federal agency, one to the St. Charles Police Department, and one who is leaving law enforcement altogether. Officers work twelve-hour shifts with one weekend on and one weekend off, so it can be a very challenging occupation. He stated to date, they are down nine officers that include detectives and supervisors who cannot be replaced by new recruits.

But, on the other hand, two officers will be sworn in on August 20th; a third officer is scheduled to be sworn in, in September, and the Department currently has two recruits in the St. Louis Police Academy, which is the primary source for their recruits. All entry-level officers are required to execute an Employment Agreement for a commitment of four years to the Department.

Mr. Rose stated there have been some discussions nationally, about lowering the standards to make recruitment an easier process. However, neither he nor Chief Hampton is in favor of such a recommendation since they believe the Department should be comprised of the best-qualified individuals.

Councilmember Smotherson posed the following questions to Chief Hampton:

**Q. Has the Department given any consideration to offering sign-on bonuses?**

*A. It was actually my intent to discuss this topic with the City Manager in September at their monthly meeting. Sometimes incentives work, and sometimes they don't because everyone may not be a good fit for this Department.*

**Q. What is the Department's policy or plan with respect to retention?**

*A. The Department has increased the officer's commitment to serve in U City from three years to four years since their first year primarily consists of training. First-year recruits from the St. Louis Police Academy are also required to obtain an additional 40-hour Certificate of Training.*

**Q. Does the Department have an established policy concerning the vaccination of its officers?**

*A. I believe that approximately 70% of the Department's officers are vaccinated. They are required to wear masks and follow the CDC guidelines. But the only process he has employed is to educate his officers about the importance of being vaccinated because of their unlimited exposure to the public, and the fact that two of his vaccinated members contracted COVID.*

Councilmember Cusick congratulated the Chief on being awarded \$432,000 in grants and posed the following questions:

**Q. Do you anticipate these awards continuing from year to year and possibly increasing?**

*A. While I certainly anticipate an upward trend, a large portion of that dollar amount came from the COPS Hiring Grant which is designed to provide funding directly to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts.*

*The vast majority of the remaining awards are from State Grants; which are called Mini-Grants because they range from \$300 to \$6,000.*

*Chief Hampton stated one of the strengths of this Department is its ability to collaborate with the Federal Government and comply with their mandates. Not every police department signs up for these programs which limit their access to these federal funds.*

**Q. Can you provide an update on the Department's canine officers?**

*A. For the most part, they are doing well, although one of the officers who resigned last week was a canine handler who managed the Department's explosive's canine. Training for both the handler and his canine requires bi-weekly courses and certifications, so this division is feeling the strain just like all of the other departments.*

**Q. I've had conversations with residents about car thefts and some of them believe that it's better to keep their cars unlocked because it prevents thieves from breaking their windows. However, his understanding is that this principle is contrary to the Department's guidance, is that correct?**

A. *The Department suggests that people lock their cars because the majority of crimes being committed do not entail the breaking of windows. And the current trends indicate that the best way to not become a victim is to avoid creating a soft target like an unlocked car because oftentimes that leads to additional break-ins.*

*The Department also suggests that residents not attempt to confront a suspect, and instead to call the police.*

Councilmember Hales posed the following questions to Chief Hampton:

**Q. Is there a distinction between the types of rifles that are being seized?**

A. *There is no specific trend with respect to the type of rifles being confiscated, therefore, they have not been broken down into specific categories. But what he can say, is that most of them are stolen.*

**Q. Is there a pattern associated with the folks who are leaving law enforcement? For instance, is it in the first six years, etc.?**

A. *The trend seems to be between three to five years; which is another reason why the retention portion of the Employment Agreement was increased to four years. Initially, Millennials were driving the numbers, but now they are starting to see seasoned veterans deciding to take early retirement.*

*Chief Hampton stated his Department has had a couple of its veterans take a 20 year versus a 25-year retirement, which gives them their maximum pension benefits. So, these decisions are not taken lightly because the result is a 20 to 25 percent reduction in their benefits.*

Councilmember Clay posed the following questions to Chief Hampton:

**Q. Is the ShotSpotter Program generating the kind of results the Department anticipated?**

A. *This is just another tool that allows police to respond to a specific area where these incidents are occurring. So, while it has been helpful in providing the Department with data to determine where equipment, officers, and funds should be disbursed, there is only a small section of U City that is equipped with this technology.*

**Q. Is it correct, that the Calls for Service data reflects calls for every level of service and is not necessarily associated with Part I Crimes?**

A. *That is correct.*

**Q. What type of training do our officers receive related to diversity and mental health?**

A. *Diversity and sensitivity training is mandated by the State and Federal Government and provided on an annual basis. CIT or Crisis Intervention Training is also an annual requirement that consists of a minimum of 24 hours. But to get certified you must have 40 hours.*

Mr. Rose asked Chief Hampton if officers were also trained in de-escalation techniques? Chief Hampton stated de-escalation techniques are provided through virtual training and the St. Louis County's Police Academy.

Councilmember Klein asked if any collaborative results have been realized by working with other communities who have implemented the ShotSpotter Program?

Chief Hampton stated many communities have not elected to invest in this type of technology, so while they do collaborate and share Intel, ShotSpotter is somewhat specific to U City.

Councilmember McMahon stated he is happy to see there is a decrease in crime statistics from 2016 to 2020. However, since crimes against persons seem to have increased in 2020, he would like to hear more about the Department's plans for combating crimes against persons, which some folks would argue are more serious than thefts and larcenies.

Chief Hampton stated the numbers for crimes against persons include incidents related to multiple victims as opposed to multiple incidents. And now that the NIBRS Reporting System lumps all of the crime statistics together, it can be somewhat challenging to remain focused on the more serious crimes. But crimes against persons are more serious, which is why strategic deployment efforts are being utilized to keep the community safe, and this year the Department is not seeing the same numbers under that category.

Councilmember McMahon stated what the statistics do not entail are apprehensions. And he knows this community is very grateful for the collaborative efforts used to apprehend the suspects responsible for the murders in Brentwood and U City. That quality of work is really appreciated.

Mayor Crow echoed Councilmember McMahon's comments and thanked the Chief and his staff for all of the hard work they put in day in and day out. So, please know that not only does this Council respect all that the UCPD is doing to keep this community safe, but Congresswoman Bush expressed her satisfaction with the multifaceted diversity and CIT training this Department provides.

#### **4. ADJOURNMENT**

Mayor Crow thanked Chief Hampton for his update and adjourned the meeting at 6:28 p.m.

LaRette Reese  
City Clerk



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

On March 20, 2020, City Manager Gregory Rose declared a State of Emergency for the City of University City due to the COVID-19 Pandemic. Due to the ongoing efforts to limit the spread of the COVID-19 virus, the August 9, 2021 meeting will be conducted via videoconference.

**A. MEETING CALLED TO ORDER**

At the Regular Session of the City Council of University City held via videoconference, on Monday, August 9, 2021, Mayor Terry Crow called the meeting to order at 6:35 p.m.

**B. ROLL CALL**

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

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

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr., and Chief of Police, Larry Hampton.

**C. APPROVAL OF AGENDA**

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

**D. PROCLAMATION**

1. Honoring the service and commitment of Representative Betty L. Thompson, to the community. Mayor Crow thanked Mayor pro tem Smotherson for delivering the proclamation to the Thompson Family behalf of the Council.

Mayor Crow stated August 9, 2021, represents the seventh anniversary of the death of Michael Brown.

Michael Orlandus Darrion Brown, a graduate of Normandy High School, was killed when he was shot six times by a Ferguson, Missouri police officer. Peaceful protests occurred from August 9th through the 14th. And while offering his condolences to the family and community on August 12th, President Barack Obama announced that the White House would spend 75 million dollars to help purchase body cameras for police officers around the country.

On September 24th, the Ferguson Police Chief publically apologized to the Brown family, but after information was leaked that the Grand Jury had failed to indict Officer Darren Wilson, civil unrest broke out in Ferguson and 170 cities across the United States. Based on the information obtained from the Grand Jury, both St. Louis County Prosecutors Bob McCullough and Wesley Bell declined to prosecute any of the police officers involved.

Michael's death forced a long-overdue conversation in the St. Louis Metropolitan area on race relations and racial equity; a conversation that continues to this day. Mayor Crow stated on behalf of his colleagues he would like to offer this Council's condolences to the Brown family.

**E. APPROVAL OF MINUTES**

1. June 21, 2021, Special Session Minutes were moved by Councilmember Smotherson, it was seconded by Councilmember Hales, and the motion carried unanimously.
2. June 28, 2021, Study Session Minutes – Annex & Trinity Building and Code Compliance Update was moved by Councilmember Cusick, it was seconded by Councilmember Hales, and the motion was carried unanimously, with the exception of Councilmember Clay, who abstained from participating in the vote.
3. July 12, 2021, Study Session Minutes – US Army Corps of Engineers – River Des Peres, was moved by Councilmember Klein, it was seconded by Councilmember Cusick, and the motion carried unanimously.
4. July 12, 2021, Regular Session Minutes was moved by Councilmember Smotherson, it was seconded by Councilmember Clay and the motion carried unanimously.

**F. APPOINTMENTS TO BOARDS & COMMISSIONS**

Mayor Crow stated Ms. Reese provided Council with an updated list of the City's Commissions and Boards illustrating the existing vacancies. As a result, he would encourage his colleagues to work together to come up with solutions for recruiting residents for these openings, which could also include a post on each member's individual Facebook page or the utilization of NextDoor.

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

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

**H. CITIZEN PARTICIPATION**

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 stated Council will continue working with the City Manager to determine when these meetings can be held in a safe environment in these Chambers. But in the meantime, he would encourage everyone to get vaccinated and wear a mask.

**I. PUBLIC HEARINGS**

1. 2022 Community Development Block Grant (CDBG) Allocation.

Mayor Crow opened the Public Hearing at 6:42 p.m., having received no public comments, the hearing was closed at 6:42 p.m.

**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

Councilmember Cusick moved to approve Items 1 through 8 of the Consent Agenda, it was seconded by Councilmember McMahon.

Councilmember Clay stated as Council moves forward to approve a number of contracts representing a significant dollar amount; he would encourage the City Manager to continue to ensure that the need for minority participation stays at the top of mind of the owners of these companies so that their workforce reflects the diversity of this community.

Mayor Crow acknowledged the appropriateness of Councilmember Clay's comments.

Councilmember Hales stated he ran across an article that stated the manufacturer of the code enforcement vehicles the City is looking to purchase has announced a price reduction. He stated while he is uncertain when the reduction will take effect, or how critical it is to this purchase, it was a rather substantial reduction that he believed should be brought to the City Manager's attention.

Mr. Rose stated all of these contracts are contingent upon Council's approval and signing of the actual contract, which at this point has not taken place. Therefore, staff still has time to inquire about any reductions and work to obtain the best deal available.

Councilmember Klein asked if there was a mechanism in the Ackert Park Contract that would provide an opportunity to gather neighborhood input on the design elements for the proposed renovations? Mr. Rose stated he would have to check with Mr. Dunkle, who is not in attendance tonight, for reassurance, but typically there is outreach to the community with regards to the improvements being made. He stated he believes that the guarantor of these funds; East/West Gateway, requires some degree of community outreach.

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

**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."** Bill No. 9436 was read for the second and third time.

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

Roll Call Vote Was:

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

**Nays:** None.

- 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 No. 9437 was read for the second and third time.

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

Roll Call Vote Was:

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

**Nays:** None.

Due to technical difficulties, Mayor Crow asked Ms. Reese if she would obtain Councilmember McMahon's vote at a later time.

- 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 No. 9438 was read for the second and third time.

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

Roll Call Vote Was:

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

**Nays:** None.

Councilmember McMahon stated his vote on Bill 9437 was aye.

- 4. Bill 9439** – AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR THE PROPOSED 8400 DELMAR DEVELOPMENT LOCATED AT 8400 DELMAR BOULEVARD. Bill No. 9439 was read for the second and third time.

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

Roll Call Vote Was:

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

**Nays:** None.

## **L. NEW BUSINESS**

### *BILLS*

*Introduced by Mayor Crow*

- 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. Bill No. 9441 was read for the first time.

*Introduced by Councilmember Smotherson*

- 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". Bill No. 9442 was read for the first time.

*Introduced by Councilmember McMahon*

- 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". Bill No. 9443 was read for the first time.

## **M. COUNCIL REPORTS/BUSINESS**

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

Councilmember Cusick reported that the Army Corps of Engineers was scheduled to hold a General Reevaluation Report Flood Risk Management Study meeting on Monday, July 26th at 6 p.m., but due to technical difficulties neither the residents nor members of the Stormwater Commission were able to log into the meeting. Another meeting has been scheduled for Tuesday, August 17th at 6 p.m. Everyone is invited to join that meeting by going to the main

page of U City's website to find the link.

**3. Boards, Commissions, and Task Force minutes**

**4. Other Discussions/Business**

**a) Police Explorers Program (Requested by Councilmembers Smotherson and Clay)**

**DISCUSSION AND VOTE**

Councilmember Smotherson stated this is a personal request based on his own experiences and the Black Lives Matter movement, which renders this to be an extremely critical time for reestablishing police relationships with the City's youth. He stated he was fortunate enough to grow up with people who became police officers and that had a positive influence on his classmates, as well as other young people in the community. Councilmember Smotherson stated he understands that the Department may be understaffed, but he hopes that a fund can be established to at least start the process of re-implementing this program.

Councilmember Clay stated while he would agree that strengthening the relationships and interactions between the police and young people is critical, he also believes that U City has dodged a lot of the political and community landmines that have befallen other communities because it has a professional police force that is committed to the respect and dignity of all people. Councilmember Clay stated he was glad to see Beyond the Badge reinstated in August, and although today may not be the likely time to have a full-blown Explorer's program due to staffing challenges, he does think it's a good idea to have this conversation and hopefully take some type of action to maintain and formalize these relationships. He stated if the City could continue to do something throughout the year to keep these relationships strong, he believes the community will be well-served.

Mr. Rose stated he thinks community policing is an integral part of the City's strategy to ensure that it has a safe community because the police cannot accomplish this job alone. It takes everyone within the community, so establishing those strong relationships certainly helps.

Mr. Rose asked Ms. Reese if she would invite Chief Hampton into the meeting so that he could explain the role that the School Resource Officers play so that everyone can understand how these individuals establish the same types of relationships being discussed here tonight.

He stated he thinks the Explorer's Program is very important because ultimately it can result in 100 percent of its participants becoming U City police officers. And the reason why it has not been reestablished is because of the limited number of individuals interested in pursuing this profession. So, while he certainly hopes things will change, the truth is that in this current environment it is extremely challenging to find recruits.

Chief Hampton stated growing up in East St. Louis; he understands the importance of having community engagement with law enforcement, especially with respect to African American teens, because the Boys and Girls Club is what helped to keep him out of trouble.

He stated although the Explorer's Program is not currently active, his Department embodies the principles associated with that program through other venues.

- Beyond the Badge works to promote and build strong relationships between the community and law enforcement through charitable and volunteer work, which also includes School Resource Officers at the City's high school. And in collaboration with the St. Louis Metropolitan Chapter of NOBLE, this year the Department gifted equipment, tools, and resources, to high school graduates going to college. The Department recently conducted its second session of Beyond the Badge, which also included young women.
- The Juvenile Diversion Program embodies the elements of engagement and mentoring.
- The Department participates in Young Men's Night Out; a yearly program for high school students, sponsored by Bishop Baker.
- Two officers are basketball coaches at Brittney Woods Junior High and every officer is required to walk through their assigned school and intermingle with the faculty and students.

Chief Hampton stated although their temporary housing and personnel shortages have limited their ability to provide a safe environment to implement some of these programs, the Explorer Program went away due to the lack of involvement by U City students. He stated their last session included participants from areas outside of the City's jurisdiction, and unfortunately, this lack of interest has also started to impact some of the programs he previously mentioned.

Councilmember Smotherson stated he thinks the lack of interest is exactly why there is a need to keep pushing forward to ensure that these options remain open.

Councilmember Klein stated what she noticed when visiting some of the elementary schools is that there are a lot of kids who still have aspirations of becoming police officers. And because she thinks U City already has a great community policing environment, she would be supportive of finding ways to bring the youth into this conversation to keep that passion and momentum for what they can do in this community going.

Councilmember Smotherson stated the life he experienced in U City involved favorable interactions with the police. So, the goal of this discussion was to simply express the need to broaden this generation's involvement. And Councilmember Klein's suggestion to begin with elementary and middle school students seems like a great way to start developing those relationships.

Councilmember Clay stated one of the dynamics this district and others are facing is declining enrollment. So U City may get to a point where it will have to work collaboratively with other communities because when districts get below a certain number programming becomes harder to achieve. But the bottom line is that this conversation centered on getting young people positively involved with the police during the early stages of their lives is one that needs to continue.

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

**O. COUNCIL COMMENTS**

Mayor Crow thanked everyone who participated in National Night Out, and the coordinators of this event, the Police Department, and the School District. He stated there was a great turnout for this very safe and fun event.

Councilmember Smotherson thanked Mr. Rose and Chief Hampton for providing U City police officers to serve as escorts for Hazel Erby's memorial services.

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

**P. ADJOURNMENT**

Mayor Crow thanked everyone for their participation and adjourned the Regular Session at 7:10 p.m.

LaRette Reese,  
City Clerk



**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

|                                      |                       |
|--------------------------------------|-----------------------|
| NUMBER:<br><i>For City Clerk Use</i> | <b>PH-20210913-01</b> |
|--------------------------------------|-----------------------|

|  |                            |   |                    |
|--|----------------------------|---|--------------------|
| <b>SUBJECT/TITLE:</b><br>3 Diamond Development - Senior Apartments - 1301-1309 Partridge Avenue  |                            |   |                    |
| <b>REQUESTED BY:</b><br>Clifford Cross, Director of Planning & Development   |                            | <b>DEPARTMENT / WARD</b><br>Planning & Development / Ward 3 |                    |
| <b>AGENDA SECTION:</b>   | Public Hearing             | <b>CAN ITEM BE RESCHEDULED?</b>                             | Yes                |
| <b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b><br>Not Applicable  |                            |   |                    |
| <b>FISCAL IMPACT:</b><br>Not Applicable  |                            |   |                    |
| <b>AMOUNT:</b>   |                            | <b>ACCOUNT No.:</b>   |                    |
| <b>FROM FUND:</b>  |                            | <b>TO FUND:</b>   |                    |
| <b>EXPLANATION:</b>  |                            |   |                    |
| <b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b><br><p>This following proposed Map Amendment proposes to rezone property associated with the proposed Diamond Senior Apartments development from Public Activity (PA) to Planned Development Residential Use (PD-R). The development also proposes preliminary plan approval for the 60 unit senior living apartments. The Plan Commission reviewed and recommended approval of the map amendment during their June 23, 2021 meeting.</p> <p>This agenda item requires a public hearing at the City Council level and consideration for the passage of an ordinance. The first reading and introduction of the bill took place on July 12, 2021. The public hearing and second and third readings, along with the passage of the ordinance, is expected to occur at the September 13, 2021 meeting.</p> |                            |   |                    |
| <b>CIP No.</b>   |                            |   |                    |
| <b>RELATED ITEMS / ATTACHMENTS:</b>  |                            |   |                    |
| <b>LIST CITY COUNCIL GOALS (S):</b>  |                            |   |                    |
| <b>RESPECTFULLY SUBMITTED:</b>   | City Manager, Gregory Rose | <b>MEETING DATE:</b>  | September 13, 2021 |







**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

|   |                       |
|---|-----------------------|
| <b>NUMBER:</b><br><i>For City Clerk Use</i> | <b>CA-20210913-01</b> |
|---|-----------------------|

|  |            |   |              |
|--|------------|---|--------------|
| <b>SUBJECT/TITLE:</b><br>EDRST Funding Request - Parking Meter Revenue   |            |   |              |
| <b>REQUESTED BY:</b><br>Brooke A. Smith  |            | <b>DEPARTMENT / WARD</b><br>City Manager's Office / Wards 1&2 |              |
| <b>AGENDA SECTION:</b>   | Consent    | <b>CAN ITEM BE RESCHEDULED?</b>                               | No           |
| <b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b><br>City Manager recommends approval.   |            |   |              |
| <b>FISCAL IMPACT:</b><br>Transfer of \$37,248 from the EDRST Fund to the General Fund  |            |   |              |
| <b>AMOUNT:</b>   | \$37,248   | <b>ACCOUNT No.:</b>   | 11-45-78     |
| <b>FROM FUND:</b>  | EDRST Fund | <b>TO FUND:</b>   | General Fund |
| <b>EXPLANATION:</b><br>Transfer of \$37,248 from the EDRST Fund to the General Fund for reimbursement of parking meter fees to cover a portion of the costs of the free parking initiative for the University City Loop. |            |   |              |

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| <b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b><br>Council authorized the City Manager to suspend metered parking in the University City Loop to encourage visitors to frequent Loop businesses as they recover from the pandemic. At the EDRST Board meeting held on August 23rd, the City Manager requested the EDRST Board reimburse the General Fund \$37,248 for a portion of the costs of the free parking initiative. The number was calculated using 2019 figures and represents a portion of the loss revenue by providing free parking through the end of the year. The EDRST Board voted to approve the City Manager's request. |
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|                |     |
|----------------|-----|
| <b>CIP No.</b> | N/A |
|----------------|-----|

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| <b>RELATED ITEMS / ATTACHMENTS:</b><br>Parking Meter Revenue Memorandum as submitted to the EDRST Board. |
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| <b>LIST CITY COUNCIL GOALS (S):</b><br>N/A |
|--|

|                                |                            |                      |           |
|--------------------------------|----------------------------|----------------------|-----------|
| <b>RESPECTFULLY SUBMITTED:</b> | City Manager, Gregory Rose | <b>MEETING DATE:</b> | 9/13/2021 |
|--------------------------------|----------------------------|----------------------|-----------|



**OFFICE OF THE CITY MANAGER**

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8531

**MEMORANDUM**

**TO:** Economic Development Sales and Retail Tax Board

**FROM:** Brooke A. Smith, Assistant City Manager  
Keith Cole, Director of Finance

**DATE:** August 20, 2021

**SUBJECT:** Parking Meter Revenues

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The purpose of this memorandum is to discuss the parking meter revenues to understand the financial impact of the free parking initiative that was implemented in the University City Loop beginning July 1<sup>st</sup>. This Administration is requesting the EDRST Board reimburse the General Fund \$37,248 for a portion of the costs of the free parking initiative for the University City Loop.

**Background**

On June 8, 2021, City Manager Rose received a request from the Chair of the Loop Special Business District (LSBD) requesting the suspension of metered parking throughout the University City Loop to encourage visitors to frequent businesses in the Loop (letter attached). On June 21, 2021, the City Council authorized the City Manager to waive the parking meter fees for the University City Loop. This waiver began on July 1<sup>st</sup> and will continue through the end of the calendar year. Staff estimates a loss of approximately \$106,090 in General Fund revenues because of the wavier of parking meter fees and forgoing the parking meter fines that would be collected from parking meter violations. The City Manager is requesting that EDRST Board reimburse the General Fund for the lost revenue from parking meter fees only, which is estimated at \$37,248.

**Information**

There are approximately 344 parking meters city-wide. The University City Loop has a total of 183 parking meters, excluding the parking garage. The breakdown is as follows:

| <b>Location</b>                                     | <b>No. of Meters</b> | <b>Projected \$\$ collected per day</b> |
|---|----------------------|---|
| Delmar (Kingsland to East City Limits)              | 63                   | \$315                                   |
| Side Streets  | 76                   | \$380                                   |
| Municipal Lots 1, 3, 4, 5 (Parking Garage Excluded) | 44                   | \$220                                   |
| <b>TOTAL</b>  | <b>183</b>           | <b>\$915</b>                            |

### **Projected Parking Meter Fees**

Meters are payable 8:00 a.m. until 8:00 p.m., Monday through Saturday, except holidays. Based on these figures, the city should be collecting a total of \$27,450 in parking meters fees collected per month, \$329,400 collected per year for the University City Loop, assuming meters are fully functioning, and visitors are properly paying the parking meter fees.

### **Actual Parking Meter Fees**

Due to COVID-19, staff has taken the actual revenue information from 2019 to properly gauge the negative impact on the General Fund. In 2019 collections totaled \$140,560 for city-wide parking meter fees. The city received an additional \$259,778 in revenue for city-wide parking fines, bringing the total revenue to \$400,388 for the fiscal year.

The University City Loop parking meters account for approximately 53% of parking meters in the city. This City Manager is seeking the reimbursement of parking meter fees only. Staff concludes that approximately 53% of the 2019 parking meter fees \$74,497 came from the University Loop. Because metered parking is being suspended for half the year, staff is requesting reimbursement in the amount of \$37,248.

### **Legal**

The City Attorney has been consulted on whether this requested reimbursement would be considered a permissible use of EDRST funds. The City Attorney has confirmed that “providing free parking in or near commercial districts during the COVID-19 pandemic serves as an economic development purpose...and the City may use available EDRST funds to pay the net cost.”

### **Conclusion**

The City Council approved waiving parking meter fees in the University City Loop with the goal of attracting more foot traffic as the businesses are recovering from COVID-19. This free parking initiative has a negative impact on the General Fund. This City Manager is requesting the EDRST Board reimburse the General Fund \$37,248 for a portion of the loss revenue.



**The Loop Special Business District**

6504 Delmar Blvd.

University City, MO 63130

314-727-0110

June 8, 2021

Mr. Gregory Rose  
City Manager  
University City, MO

Re: Free Parking Initiative

Dear Mr. Rose,

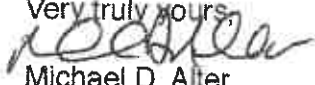
I am writing this letter in support of the free street parking initiative now under consideration by the ERSDT Board. The proposal requests that there will be a suspension of metered parking throughout The City of University City including along Delmar Blvd. and its adjoining side streets. The proposal requests that the free parking allowance begin immediately and remain in effect to sometime after Labor Day at the earliest.

The COVID pandemic has severely impacted many of our small, local business located in The Loop. As we begin to return to some sort of normalcy, the free parking initiative will greatly, and immediately, aid in their recovery as street traffic starts to return. It's no secret, especially here in St. Louis, that many people tend to avoid paying for parking. Conversely, having free and abundant street parking, especially when promoted properly, can have an overwhelmingly positive impact for businesses not only in The Loop but across the entire City.

There has never been a better time than now to consider this proposal. I urge that it be supported by all members of the ERDST Board. This type of positive leadership can be so meaningful to our community and have a positive, long lasting beneficial impact for all of us who want to see The Loop and our City thrive!

Thank you for your consideration.

Very truly yours,

  
Michael D. Alter  
Co-Chairman



**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

|   |                       |
|---|-----------------------|
| <b>NUMBER:</b><br><i>For City Clerk Use</i> | <b>CA-20210913-02</b> |
|---|-----------------------|

|  |  |  |               |
|--|--|--|---------------|
| <b>SUBJECT/TITLE:</b><br>CoStar Subscription   |  |  |               |
| <b>REQUESTED BY:</b><br>Gabrielle Macaluso   |  | <b>DEPARTMENT / WARD</b><br>Administration/City-Wide |               |
| <b>AGENDA SECTION:</b><br>Consent  | <b>CAN ITEM BE RESCHEDULED?</b><br>Yes |  |               |
| <b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b><br>The City Manager concurs with the EDRST Board's recommendation that the Mayor and Council authorize purchase of a subscription to CoStar.   |  |  |               |
| <b>FISCAL IMPACT:</b><br>If approved, the subscription's cost is \$400/monthly (\$4,800 annually) for one licensed user. Funding for the purchase would be taken from EDRST fund reserves.   |  |  |               |
| <b>AMOUNT:</b>   | \$4,800.00                             | <b>ACCOUNT No.:</b>                                  | 11-45-78-6010 |
| <b>FROM FUND:</b>  | Fund 11 (EDRST Reserves)               | <b>TO FUND:</b>                                      | Fund 11       |
| <b>EXPLANATION:</b><br>A CoStar subscription would provide the City access to the company's database of commercial real estate properties, active listings, sales comparables, broker information and ownership details. This would better enable the City to find suitable properties for businesses wishing to relocate to the City and communicate with businesses. |  |  |               |
| <b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b><br>--CoStar would be a tool to aid in economic development and provides customer support.<br>--CoStar integrates with the City's GIS data to more closely connect planning and zoning review with site consideration.<br>--The EDRST Board recommended that City Council approve the subscription at 8/23 meeting.   |  |  |               |
| <b>CIP No.</b>   |  |  |               |
| <b>RELATED ITEMS / ATTACHMENTS:</b><br>--Memo to EDRST Board<br>--CoStar Product Proposal<br>--CoStar Product Highlights PowerPoint<br>--CoStar Proposal/Contract with Billing Details   |  |  |               |
| <b>LIST CITY COUNCIL GOALS (S):</b>  |  |  |               |
| <b>RESPECTFULLY SUBMITTED:</b><br>City Manager, Gregory Rose   |  | <b>MEETING DATE:</b>                                 | 9/13/21       |





**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

|   |                      |
|---|----------------------|
| <b>NUMBER:</b><br><i>For City Clerk Use</i> | <b>CA-20210913-3</b> |
|---|----------------------|

|  |                            |  |               |
|--|----------------------------|--|---------------|
| <b>SUBJECT/TITLE:</b><br>Office Market Analysis  |                            |  |               |
| <b>REQUESTED BY:</b><br>Gabrielle Macaluso   |                            | <b>DEPARTMENT / WARD</b><br>Administration/All Wards |               |
| <b>AGENDA SECTION:</b>   | Consent                    | <b>CAN ITEM BE RESCHEDULED?</b>                      | Yes           |
| <b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b><br>The City Manager concurs with the EDRST Board's recommendation that the Mayor and Council authorize a contract with Development Strategies to conduct an office market analysis of three different sites including the Delmar Loop, the Delmar/I-170 interchange and the Olive/I-170 interchange.   |                            |  |               |
| <b>FISCAL IMPACT:</b><br>If approved, the fiscal impact of this contract would be \$22,000.00. Funding for the contract would be taken from the EDRST fund reserves.   |                            |  |               |
| <b>AMOUNT:</b>   | \$22,000.00                | <b>ACCOUNT No.:</b>                                  | 11-45-78-6010 |
| <b>FROM FUND:</b>  | Fund 11 (EDRST reserves)   | <b>TO FUND:</b>                                      | Fund 11       |
| <b>EXPLANATION:</b><br>A market analysis of the three locations would provide the City the information needed to determine if office space is a viable form of development given the current real estate and demographic trends and those projected in the future. This would dictate the City's development policies and actions.   |                            |  |               |
| <b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b><br>--3 levels of analysis: office market, real estate and support to look at national and local trends in demographics and employee preference for work environments, scope of current and future opportunities, industry assessment and firm-conducted research (data and metric generation).<br>--Although various add-on packages available, the \$22,000 service packet will provide the tools and information necessary to effectively assess the demand for office space and the future performance of such development. |                            |  |               |
| <b>CIP No.</b>   |                            |  |               |
| <b>RELATED ITEMS / ATTACHMENTS:</b><br>--Memo to EDRST Board<br>--Proposal from Development Strategies   |                            |  |               |
| <b>LIST CITY COUNCIL GOALS (S):</b>  |                            |  |               |
| <b>RESPECTFULLY SUBMITTED:</b>   | City Manager, Gregory Rose | <b>MEETING DATE:</b>                                 | 9/13/21       |





**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**



|   |                       |
|---|-----------------------|
| <b>NUMBER:</b><br><i>For City Clerk Use</i> | <b>CA-20210913-04</b> |
|---|-----------------------|

|  |                             |   |               |
|--|-----------------------------|---|---------------|
| <b>SUBJECT/TITLE:</b><br>Ackert Park - Landscape Forms Contract  |                             |   |               |
| <b>REQUESTED BY:</b><br>Darren Dunkle  |                             | <b>DEPARTMENT or WARD</b><br>Parks, Recreation & Forestry |               |
| <b>AGENDA SECTION:</b>   | Consent                     | <b>CAN ITEM BE RESCHEDULED?</b>                           | yes           |
| <b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b><br>Move to approve the agreement with Landscape Forms and authorizes the City Manager to execute the contract contained in Council's packet.   |                             |   |               |
| <b>FISCAL IMPACT:</b><br>\$30,974.37   |                             |   |               |
| <b>AMOUNT:</b>   | \$30,974.37                 | <b>ACCOUNT No.:</b>                                       | 22-50-95-8010 |
| <b>FROM FUND:</b>  | na                          | <b>TO FUND:</b>   | na            |
| <b>EXPLANATION:</b><br>Staff secured pricing from Landscape Forms through an inter-local contract for cooperative purchasing through the national Cooperative Purchasing Alliance (NCPA).  |                             |   |               |
| <b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b><br>Due to the fact that site furnishings would have to come from multiple vendors and th at a General Contractor would add a percentage to thier contract; it was decided that the site furnishings would be bid out separately in order to save time and money. |                             |   |               |
| <b>CIP No.</b>   | na                          |   |               |
| <b>RELATED ITEMS / ATTACHMENTS:</b><br>1. Contract   |                             |   |               |
| <b>LIST CITY COUNCIL GOALS (S):</b><br>na  |                             |   |               |
| <b>RESPECTFULLY SUBMITTED:</b>   | City Manager, Greg.ory Rose | <b>MEETING DATE:</b>                                      | 9/13/2021     |



# Quote

Date: 08/17/2021

LF Quote#: 0000338903

PO#:

Project: Ackert Park - University City Missouri

Bill To: City of University City  
ATTN: Darren Dunkle  
6801 Delmar  
University City, MO 63130

**CORPORATE**

7800 E. Michigan Avenue  
Kalamazoo, MI 49048-9543  
P: 800.521.2546 F: 269.381.3455  
www.landscapeforms.com  
Federal I.D.# 38-1897577  
FSC# RA-COC-001261

Ship To: City of University City  
ATTN: Darren Dunkle  
6801 Delmar  
University City, MO 63130

Ship To Contact Phone:314-505-8552  
Ship Via: Common Carrier  
F.O.B.: Destination

| Qty | Description | Unit Price | Total Price |
|-----|-------------|------------|-------------|
|-----|-------------|------------|-------------|

CONTRACT: NCPA 07-53

**When ordering please confirm:**

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

\_\_\_\_Ship immediately upon completion  
OR Ship On/After the date: \_\_\_\_\_

|   |  |             |              |
|---|--|-------------|--------------|
| 2 | Plainwell Bench<br>Length: 72"<br>Insert Style: Aluminum<br>Powdercoat Color: Ivy<br>Standard Features: Freestanding/Surface Mountable   | \$ 2,127.18 | \$ 4,254.36  |
| 6 | Plainwell Bench<br>Length: 72"<br>Insert Style: Aluminum<br>Powdercoat Color: Black<br>Standard Features: Freestanding/Surface Mountable   | \$ 2,127.18 | \$ 12,763.08 |
| 1 | Plainwell Litter<br>Style: Side Opening, 35 gal. capacity<br>Frame Powdercoat Color: Ivy<br>Side Panel Powdercoat Color: Ivy<br>Side Panel Selection: Aluminum<br>Standard Features: Freestanding/Surface Mountable<br>Standard Liner: Black Polyethylene Liner<br>Standard Top: Black Rotomold Polyethylene Top | \$ 1,590.99 | \$ 1,590.99  |

Page: 1 of 4

Cust #: 0A0SG  
SSR: Carolyn Ralls  
Rep: Site Source- St. Louis, MO1

*Landscape Forms Customer Service*

Purchaser

Seller

landscapeforms

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# Quote

Date: 08/17/2021

LF Quote#: 0000338903

PO#:

Project: Ackert Park - University City Missouri

Bill To: City of University City  
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University City, MO 63130

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ATTN: Darren Dunkle  
6801 Delmar  
University City, MO 63130

Ship To Contact Phone:314-505-8552  
Ship Via: Common Carrier  
F.O.B.: Destination

| Qty | Description   | Unit Price          | Total Price  |
|-----|---|---------------------|--------------|
| 6   | Plainwell Litter<br>Style: <i>Side Opening, 35 gal. capacity</i><br>Frame Powdercoat Color: <i>Black</i><br>Side Panel Powdercoat Color: <i>Black</i><br>Side Panel Selection: <i>Aluminum</i><br>Standard Features: <i>Freestanding/Surface Mountable</i><br>Standard Liner: <i>Black Polyethylene Liner</i><br>Standard Top: <i>Black Rotomold Polyethylene Top</i> | \$ 1,590.99         | \$ 9,545.94  |
|     |   | Item Total          | \$ 28,154.37 |
|     |   | Shipping & Handling | \$ 2,820.00  |
|     |   | Sub Total           | \$ 30,974.37 |
|     |   | Estimated Tax       | \$ 1,773.30  |
|     |   | Document Total      | \$ 32,747.67 |

**Payment Terms: NET 30 - PENDING CRED APPROVAL**

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.

Cust #: 0A0SG  
SSR: Carolyn Ralls  
Rep: Site Source- St. Louis, MO1

*Landscape Forms Customer Service*

Purchaser

Seller

# Quote

Date: 08/17/2021

LF Quote#: 0000338903

PO#:

Project: Ackert Park - University City Missouri

Bill To: City of University City  
ATTN: Darren Dunkle  
6801 Delmar  
University City, MO 63130

## CORPORATE

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FSC# RA-COC-001261

Ship To: City of University City  
ATTN: Darren Dunkle  
6801 Delmar  
University City, MO 63130

Ship To Contact Phone:314-505-8552

Ship Via: Common Carrier

F.O.B.: Destination

- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to one year from receipt of the order. Changes in quantity or specification may affect pricing.
- **Lighting Poles only**-QUOTED prices are held for up to 30 days. ORDERS received on valid quotes for immediate release will be accepted at quoted. Orders received for a future dated release are subject to current pricing at the time of order release.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it **MUST** be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at [AR@landscapeforms.com](mailto:AR@landscapeforms.com). Mail payments to:

Page: 3 of 4

Cust #: 0A0SG  
SSR: Carolyn Ralls  
Rep: Site Source- St. Louis, MO1

*Landscape Forms Customer Service*

Purchaser

Seller

landscapeforms

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# Quote

Date: 08/17/2021

LF Quote#: 0000338903

PO#:

Project: Ackert Park - University City Missouri

Bill To: City of University City  
ATTN: Darren Dunkle  
6801 Delmar  
University City, MO 63130

## **CORPORATE**

7800 E. Michigan Avenue  
Kalamazoo, MI 49048-9543  
P: 800.521.2546 F: 269.381.3455  
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ATTN: Darren Dunkle  
6801 Delmar  
University City, MO 63130

Ship To Contact Phone: 314-505-8552

Ship Via: Common Carrier

F.O.B.: Destination

### **USD Checks**

Landscape Forms, Inc.  
Dept 78073  
PO Box 78000  
Detroit, MI 48278-0073  
USA

### **CAD Cheques**

Landscape Forms, Inc.  
PO Box 2408  
Station A  
Toronto, Ontario M5W 2K6  
CAN

Page: 4 of 4

Cust #: 0A0SG  
SSR: Carolyn Ralls  
Rep: Site Source- St. Louis, MO1

*Landscape Forms Customer Service*

Purchaser

Seller

landscapeforms

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**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

|   |                       |
|---|-----------------------|
| <b>NUMBER:</b><br><i>For City Clerk Use</i> | <b>CA-20210913-05</b> |
|---|-----------------------|

|   |                            |   |                               |
|---|----------------------------|---|-------------------------------|
| <b>SUBJECT/TITLE:</b><br>Centennial Commons Security Cameras  |                            |   |                               |
| <b>REQUESTED BY:</b><br>Darren Dunkle   |                            | <b>DEPARTMENT or WARD</b><br>Parks, Recreation & Forestry |                               |
| <b>AGENDA SECTION:</b>  | Consent                    | <b>CAN ITEM BE RESCHEDULED?</b>                           | yes                           |
| <b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b><br>Move to approve the agreement with Will Electronics and authorizes the City Manager to execute the contract contained in Council's packet.   |                            |   |                               |
| <b>FISCAL IMPACT:</b><br>\$22,173.74  |                            |   |                               |
| <b>AMOUNT:</b>  | \$22,173.74                | <b>ACCOUNT No.:</b>                                       | 01-50-52-8100 & 01-50-51-8100 |
| <b>FROM FUND:</b>   | na                         | <b>TO FUND:</b>   | na                            |
| <b>EXPLANATION:</b><br>Staff worked the Police Department and our current vendor (Sole Source) on identifying locations within the facility that would be enhanced with the expansion of new security cameras.  |                            |   |                               |
| <b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b><br>The FY22 Budget identified the need to provide additional security cameras associated at Centennial Commons/Aquatics. Centennial Commons already has security cameras in certain locations within the facility. However, they do not provide full coverage, thus there are areas in which we cannot monitor. |                            |   |                               |
| <b>CIP No.</b>  | na                         |   |                               |
| <b>RELATED ITEMS / ATTACHMENTS:</b><br>1. Equipment Quote   |                            |   |                               |
| <b>LIST CITY COUNCIL GOALS (S):</b><br>na   |                            |   |                               |
| <b>RESPECTFULLY SUBMITTED:</b>  | City Manager, Gregory Rose | <b>MEETING DATE:</b>                                      | 9/13/2021                     |



9789 Reavis Park Drive  
St. Louis, MO 63123  
(314) 351-1896  
FAX (314) 351-1885  
Toll-free (800) 973-2288

QUOTE # 0118128-2

August 9, 2021

Lynda Euell-Taylor  
University City  
Centennial Commons  
University City, Mo 63130

**RE: CENTENNIAL COMMONS**

Dear Lynda:

We are pleased to submit this budgetary proposal for your consideration.

**OBJECTIVE: CENTENNIAL COMMONS VIDEO ADDITIONS & UPGRADES**

**SOLUTION:** We propose to provide and install the equipment listed below. The following areas will have either an upgraded or additional camera(s) installed. In addition, a local Genetec Archiver will be installed and configured for network and storage reliability.

- 01. Cub Care
- 02. Teen Room
- 03. Cardio Room
- 04. Gymnasium Entrance
- 05. Weight Area
- 06. Gymnasium
- 07. Century Room
- 08. Boardroom
- 09. Game Room
- 10. Pool Lobby

All cameras will be installed, aimed, focused, and enrolled into Genetec.

\* Customer to provide IT resource as needed.

- 1    **AXIS 2MP 3.1MM FIXED DOME CAMERA – CUB CARE**
- 1    **AXIS 2MP 3.1MM FIXED DOME CAMERA – TEEN ROOM**
- 2    **AXIS 2MP 3.1MM FIXED DOME CAMERA – CENTURY ROOM(S)**
- 1    **AXIS 2MP 3.1MM FIXED DOME CAMERA - BOARDROOM**
- 2    **AXIS 6MP MINI DOME CAMERA – CARDIO AREA**
- 1    **AXIS 2MP 3.1MM FIXED DOME CAMERA – GYM ENTRANCE**
- 4    **AXIS 2MP INT DOME 3.4-8.MM CAMERA - GYM**
- 1    **AXIS 12MP 360DEG EXT CAMERA – GAME ROOM & LL HALLWAY**
- 4    **AXIS 2MP 3.1MM FIXED DOME CAMERA – WEIGHT ROOM**
- 1    **AXIS 4MP MINI DOME CAMERA – POOL LOBBY**
- 1    **PLENUM CAT5e CABLE**
- 1    **ZYXEL 24 PORT POE SWITCH**



- 1 ZYXEL 8 PORT POE SWITCH W/ 2 S
- 14 GENETEC GSC/OMNICAST PRO CAM LIC
- 14 GENETEC ADVANTAGE PRO CAMERA 1YEAR SMA
- 1 GENETEV SV-300E 8TB ARCHIVER

|                                |                    |
|--------------------------------|--------------------|
| <b>TOTAL INVESTMENT AMOUNT</b> | <b>\$22,173.74</b> |
|--------------------------------|--------------------|

**ACCEPTANCE**

When signed by the Customer, this proposal, including all attachments and Additional Terms and Conditions, will constitute a contract and a purchase order.

ACCEPTED BY \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ TITLE \_\_\_\_\_ PO # \_\_\_\_\_

**\*\*\*PROPOSAL NOTES\*\*\***

1. Customer will provide all AC power required.
2. Customer will provide all network connections required.
3. All work will be performed during normal business hours: Monday – Friday, 8:00 am – 5:00 pm.
4. The new equipment listed is covered by a one-year warranty, parts and labor included, with on-site service.
5. This proposal does not include any permits, documentation costs, licensing fees or other fees that may be required by the local governing authorities.
6. Pricing does not include any applicable sales tax.
7. This proposal is valid for a period of 60 days.
8. A 30% down payment is required upon acceptance of this proposal.
9. Financing options are available.
10. Any additions or alterations to the work herein described will be done at additional cost, pending prior customer approval.

At Will Electronics, we take great pride in the quality of products and service we provide. We look forward to being of service to you and UNIVERSITY CITY in the future. If you have any questions, feel free to contact me. If this proposal is acceptable, please sign as indicated above and return.

Sincerely,

**Scott Middleton**

WILL ELECTRONICS

## ADDITIONAL TERMS AND CONDITIONS

The additional terms and conditions which follow are in addition to the terms and conditions of the proposal, purchase order, contract or agreement (the "Agreement") by and between WILL ELECTRONICS, INC. ("WEI") and any other party thereto (individually or collectively referred to as "Customer") to which these additional terms and conditions are attached to or part of. In the event of any conflict between these additional terms and conditions and those of the proposal, purchase order, contract or agreement to which they are attached, these additional terms and conditions shall control.

### 1. DESIGN DEVELOPMENT, PROGRAMMING, DRAWINGS AND OWNERSHIP

A. Design Development. Customer and WEI have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. WEI shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

B. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them and, as such, WEI is not responsible for programming or product malfunctions caused in whole or in part by others including Customer.

### 2. LIMITED WARRANTY; EXCLUSIONS AND DISCLAIMERS

A. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, WEI warrants all Equipment and installation labor rendered as part of the Work against defects in materials and labor for a period of twelve (12) months (the "Warranty Period") from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of WEI. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement of the Equipment shall constitute Customer's sole remedy against WEI.

B. WEI MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. IN NO EVENT SHALL WEI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY OR DEATH TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.

D. Customer acknowledges that no warranty, representation, or statement by any representative of WEI not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

### 3. LIMITATION OF LIABILITY

A. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither WEI nor any person engaged by WEI to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, bailors, customers, invitees, trespassers or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of WEI providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to WEI for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) WEI MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

B. Notwithstanding the foregoing provisions of this Section or for whatever reason, WEI should be found liable for personal injury/wrongful death or property loss or damage caused by a failure to perform by WEI or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of WEI under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of WEI.

C. No suit or action shall be brought against WEI more than one (1) year after the substantial completion of the Work.

### 4. INDEMNIFICATION

A. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless WEI from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by WEI, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by WEI, its employees, agents or assigns. Customer agrees to indemnify WEI against, and to defend and hold WEI harmless from any action for subrogation which may be brought against WEI by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

### 5. REMEDIES

A. Ownership of Property Until Payment. Where material, equipment or other property are being sold, leased, or licensed to Customer as part of the Work, title and ownership of all of the material, equipment and other property shall remain in WEI or until full payment of the Price has been made or throughout the term of the lease or the license, as applicable.

B. Security Interest. If a provision of law prohibits the retention of title and ownership of the property by WEI where the property is being sold to Customer, Customer grants to WEI a lien and security interest in and to any and all materials, equipment and other property supplied by WEI under the Agreement (whenever title or ownership have passed to Customer) to secure each and every payment and obligation due WEI from Customer under the Agreement.

C. Liquidated Damages. In the case of a breach of the Agreement by Customer and termination by WEI, or upon premature cancellation or termination by Customer:

a. If the Agreement is terminated prior to completion of the Work, Customer shall be obligated to pay for all portions of the Work actually performed and property delivered or ordered by WEI up to the date of termination plus any other sum or amount provided in the Agreement.

The parties agree it would be very difficult, if not impossible, to ascertain actual damages for the breach or premature cancellation or termination by Customer, and they further agree that in the event of a breach by Customer and termination by WEI or premature cancellation or termination by Customer, Customer shall immediately pay to WEI (and WEI shall accept) all charges then due WEI and in addition, as and for liquidated damages and not as a penalty, a sum equal to sixty percent (60%) of any future charges which would have been paid to WEI by Customer under the terms of the Agreement if there had been no cancellation or termination of the Agreement by Customer or WEI, and WEI would have completed the Work.

**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**



|   |                       |
|---|-----------------------|
| <b>NUMBER:</b><br><i>For City Clerk Use</i> | <b>CA-20210913-06</b> |
|---|-----------------------|

|  |                            |  |               |
|--|----------------------------|--|---------------|
| <b>SUBJECT/TITLE:</b><br>Cushman Truckster Utility Cart  |                            |  |               |
| <b>REQUESTED BY:</b><br>Darren Dunkle  |                            | <b>DEPARTMENT or WARD:</b><br>Parks, Recreation & Forestry |               |
| <b>AGENDA SECTION:</b>   | Consent                    | <b>CAN ITEM BE RESCHEDULED?</b>                            | yes           |
| <b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b><br>Move to approve the agreement with TurfWerks and authorizes the City Manager to execute the contract contained in Council's packet.   |                            |  |               |
| <b>FISCAL IMPACT:</b><br>\$24,999.00   |                            |  |               |
| <b>AMOUNT:</b>   | \$24,999.00                | <b>ACCOUNT No.:</b>  | 14-40-90-8200 |
| <b>FROM FUND:</b>  | na                         | <b>TO FUND:</b>  | na            |
| <b>EXPLANATION:</b><br>Although this wasn't a FY22 budgeted item, we did budget for the replacement of a Greens Mower out of the Parks & Stormwater Sales Tax Fund in the amount of \$25,000. Staff would like to recommend that the purchase of the Greens Mower be pushed to the FY23 CIP budget and use the funds that were budgeted for this year to be applied for the replacement of the Cushman Truckster.        |                            |  |               |
| <b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b><br>The Cushman Truckster that is used in daily operations at he Golf Course is at the end of useful life and is experiencing major issues that have required repair but we thought that we could get through another season. However, that is not the case. With that being said, we requested a quote (see attached) for the cost of a replacement Cushman Truckster. |                            |  |               |
| <b>CIP No.</b>   | na                         |  |               |
| <b>RELATED ITEMS / ATTACHMENTS:</b><br>1. Equipment Quote  |                            |  |               |
| <b>LIST CITY COUNCIL GOALS (S):</b><br>na  |                            |  |               |
| <b>RESPECTFULLY SUBMITTED:</b>   | City Manager, Gregory Rose | <b>MEETING DATE:</b>                                       | 9/13/2021     |





CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM

|                                      |                |
|--------------------------------------|----------------|
| NUMBER:<br><i>For City Clerk Use</i> | CA-20210913-07 |
|--------------------------------------|----------------|

|   |                            |  |               |
|---|----------------------------|--|---------------|
| SUBJECT/TITLE:<br>Emerald Ash Borer Tree Removal & Replacement Contract   |                            |  |               |
| REQUESTED BY:<br>Darren Dunkle  |                            | DEPARTMENT or WARD<br>Parks, Recreation & Forestry |               |
| AGENDA SECTION:   | Consent                    | CAN ITEM BE RESCHEDULED?                           | yes           |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:<br>Move to approve the agreement with Shawnee Mission Tree Service and authorizes the City Manager to execute the contract contained in Council's packet.  |                            |  |               |
| FISCAL IMPACT:<br>\$74,290.00   |                            |  |               |
| AMOUNT:   | \$74,29000                 | ACCOUNT No.:                                       | 14-40-90-8200 |
| FROM FUND:  | na                         | TO FUND:   | na            |
| EXPLANATION:<br>The Emerald Ash Borer poses an eminent threat to the Ash trees in University City. the City has been pro-active in removing Ash trees utilizing in-house personnel. Unfortunately, this effort goes beyond the City's resources and additional assistance is necessary. To support these efforts the City bid out services for outside help in the removal effort. The contractor will be responsible for removing and replacing the Ash trees throughout the City. |                            |  |               |
| STAFF COMMENTS AND BACKGROUND INFORMATION:<br>The City advertised for bids forth Emerald Ash Borer Project on the City's website as well as emailed the information to several companies. Only one (1) company responded to the bid request and agreed to provide services per the specifications.  |                            |  |               |
| CIP No.   | na                         |  |               |
| RELATED ITEMS / ATTACHMENTS:<br>1. Contract<br>2. Tree Work List  |                            |  |               |
| LIST CITY COUNCIL GOALS (S):<br>na  |                            |  |               |
| RESPECTFULLY SUBMITTED:   | City Manager, Gregory Rose | MEETING DATE:                                      | 9/13/2021     |



## CONTRACT

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between 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. PRF22-03 – Emerald Ash Borer – Tree Replacement Program 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 one hundred (100) 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:

Seventy-Four Thousand Two Hundred and Ninety Dollars (\$74,290.00)

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: \_\_\_\_\_

| ADDRESS | STREET             | ON STREET       | DBH |         |
|---------|--------------------|-----------------|-----|---------|
| 1420    | Coolidge Dr        | Coolidge Dr     | 24  | \$2,240 |
| 1432    | Tamerton Ave       | Tamerton Ave    | 22  | \$2,120 |
| 8301    | Appleton Dr        | Appleton Dr     | 19  | \$1,940 |
| 7853    | Erith Pl           | Erith Pl        | 17  | \$1,820 |
| 1468    | North And South Rd | Wayne Ave       | 36  | \$2,960 |
| 7636    | Lynn Ave           | Lynn Ave        | 20  | \$2,000 |
| 7525    | Milan Ave          | Milan Ave       | 20  | \$2,000 |
| 7501    | Liberty Ave        | Lamb Ave        | 15  | \$1,700 |
| 7305    | Melrose Ave        | Melrose Ave     | 26  | \$2,360 |
| 6858    | Plymouth Ave       | Plymouth Ave    | 21  | \$2,060 |
| 6812    | Bartmer Ave        | Bartmer Ave     | 10  | \$1,400 |
| 1098    | Purcell Ave        | Etzel Ave       | 18  | \$1,880 |
| 6941    | Etzel Ave          | Etzel Ave       | 22  | \$2,120 |
| 6726    | Chamberlain Ave    | Chamberlain Ave | 18  | \$1,880 |
| 6662    | Chamberlain Ave    | Chamberlain Ave | 16  | \$1,760 |
| 1206    | Ferguson Ave       | Ferguson Ave    | 23  | \$2,180 |
| 6764    | Corbitt Ave        | Corbitt Ave     | 32  | \$2,720 |
| 1300    | Mendell Dr         | Mendell Dr      | 34  | \$2,840 |
| 6683    | Washington Ave     | Washington Ave  | 18  | \$1,880 |
| 6683    | Washington Ave     | Kingsland Ave   | 18  | \$1,880 |
| 7600    | Cornell Ave        | N Bemiston Ave  | 25  | \$2,300 |
| 7357    | Northmoor Dr       | Northmoor Dr    | 17  | \$1,820 |
| 7305    | Dartmouth Ave      | Dartmouth Ave   | 34  | \$2,840 |
| 7206    | Balson Ave         | Balson Ave      | 16  | \$1,760 |
| 6771    | Corbitt Ave        | Corbitt Ave     | 32  | \$2,720 |
| 6662    | Chamberlain Ave    | Chamberlain Ave | 16  | \$1,760 |
| 7467    | Stratford Ave      | Stratford Ave   | 21  | \$2,060 |
| 7236    | Dartmouth Ave      | Dartmouth Ave   | 20  | \$2,000 |
| 7222    | Dartmouth Ave      | Dartmouth Ave   | 27  | \$2,040 |
| 7435    | Saleen Ct          | Saleen Ct       | 21  | \$1,050 |
| 7368    | Melrose Ave        | Melrose Ave     | 24  | \$3,200 |
| 1234    | Waldron Ave        | Waldron Ave     | 33  | \$2,780 |
| 1251    | Waldron Ave        | Waldron Ave     | 33  | \$2,780 |
| 6721    | Julian Ave         | Julian Ave      | 44  | \$3,440 |

\$74,290



**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

|   |                       |
|---|-----------------------|
| <b>NUMBER:</b><br><i>For City Clerk Use</i> | <b>CA-20210913-08</b> |
|---|-----------------------|

|   |                            |   |               |
|---|----------------------------|---|---------------|
| <b>SUBJECT/TITLE:</b><br>Heman Park Asphalt Trail Repairs Contract  |                            |   |               |
| <b>REQUESTED BY:</b><br>Darren Dunkle   |                            | <b>DEPARTMENT or WARD</b><br>Parks, Recreation & Forestry |               |
| <b>AGENDA SECTION:</b>  | Consent                    | <b>CAN ITEM BE RESCHEDULED?</b>                           | yes           |
| <b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b><br>Move to approve the agreement with Pavement Solutions and authorizes the City Manager to execute the contract contained in Council's packet.   |                            |   |               |
| <b>FISCAL IMPACT:</b><br>The fiscal impact to the FY22 budget will be \$106,445.96 (\$101,377.11 bid, plus \$5,068.85) in contingency).   |                            |   |               |
| <b>AMOUNT:</b>  | \$106,445.96               | <b>ACCOUNT No.:</b>                                       | 14-40-90-8100 |
| <b>FROM FUND:</b>   | Resolution 2021-10         | <b>TO FUND:</b>   | na            |
| <b>EXPLANATION:</b><br>Before deciding that a service road/trail surface needs to be replaced, staff will annually review and analyze the surfacing to determine the current condition and the need for replacement based on industry standards. in doing so, it has been determined that the Heman Park service road/trail surfacing is past its estimated life/replacement cycle and does not meet current standards.   |                            |   |               |
| <b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b><br>The City advertised for bids for the Heman Park Asphalt Trail Repairs 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 th specifications. Funding to cover the cost of the improvements will be taken from carry-over funds that were approved withe the passage of Resolution 2021-10. |                            |   |               |
| <b>CIP No.</b>  | na                         |   |               |
| <b>RELATED ITEMS / ATTACHMENTS:</b><br>1. Contract<br>2. Bid Tabulation   |                            |   |               |
| <b>LIST CITY COUNCIL GOALS (S):</b><br>na   |                            |   |               |
| <b>RESPECTFULLY SUBMITTED:</b>  | City Manager, Gregory Rose | <b>MEETING DATE:</b>                                      | 9/13/2021     |

## **OWNER-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between University City, Missouri (hereinafter called the "Owner") and Pavement Solutions, a Missouri Company, with offices located at 20 Mid Rivers Trade Court, St. Louis, MO 63376, (hereinafter called the "Contractor").

The project is identified as Heman Park Service Road Improvements, located at 7210 Olive Boulevard, University City, Missouri 63132, Project No. PR21-03, (hereinafter called "Project")

The Engineer is Cochran, with offices located at 737 Rudder Road, Fenton, Missouri 63026 (hereinafter called the "Engineer").

### **WITNESSETH:**

The Contractor and the Owner, for the consideration set forth herein, agree as follows:

#### **ARTICLE I**

##### **The Contract Documents**

The Contract Documents include the Conditions of the Contract (General Conditions of Owner-Contractor Agreement, Supplementary Conditions and other Conditions), State Wage Determination, Performance and Payment Bond, Drawings, Specifications, the Construction Schedule, all Addenda issued prior to the execution of this Contract, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of Owner-Contractor Agreement are applicable to this Agreement.

The Contract represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, and agreements, whether written or oral. An enumeration of the Contract Documents, other than Modifications, is set forth in Article X.

#### **ARTICLE II**

##### **Scope of Work**

The Contractor, acting as an independent contractor, shall faithfully and fully perform the Work described in, and shall do everything required by, the Contract Documents or reasonably inferable therefrom, for the complete construction of the project. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

### **ARTICLE III**

#### **Time of Completion**

(a) All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within seven (7) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor and shall be completed within **45** consecutive calendar days from and including the date of said written Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

(b) Contractor shall pay, as liquidated damages and not as a penalty, the sum of **\$700.00** for each consecutive calendar day after the Final Completion date that the Work has not been completed. The total amount so payable to the Owner as liquidated damages may be deducted from any sums due or to become due to Contractor from Owner.

### **ARTICLE IV**

#### **The Contract Sum and Payments**

The Owner agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, the sum of One Hundred One Thousand Three Hundred Seventy-Seven Dollars and Eleven Cents (\$101,377.11), subject to additions and deductions as provided in the Contract Documents. Based upon proper Applications for Payment submitted by the Contractor to the Owner on or before the twentieth day of the month for Work performed, payment will be made in the form of progress payments as follows and as provided elsewhere in the Contract Documents:

(1) On or about the tenth day of each following month, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth day of the preceding month, less the aggregate of all previous progress payments;

(2) Final payment within 30 days after the Work is fully completed and accepted by the Owner and the Contract is fully performed.

### **ARTICLE V**

#### **Performance of the Work**

(a) Within 10 days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, (1) a Construction Schedule for the Work in a Gantt Chart format, which Construction Schedule shall indicate the dates for starting and completing the various stages of construction, and (2) a Traffic Control Plan indicating the location of all proposed signage, detours, road closures throughout the Project which adequately address the Traffic Control Plan of the proposed Work. All traffic control shall be according to the standards of the latest edition of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration. No Work will commence until the Contractor's Schedule and Traffic Control Plan is submitted and approved by the Owner.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract.

(c) After commencement of the Work, and until final completion of the Work, the Contractor shall report to the Owner at such intervals as the Owner may reasonably direct, the actual progress of the Work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the Owner for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the Owner shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

## **ARTICLE VI**

### **Delays Beyond Contractor's Control**

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule as a result of the act or neglect of the Owner, or by strikes, lockouts, fire, or other similar causes beyond the Contractor's control, then, and to the extent of such delays, the Contractor shall not be required to pay liquidated damages to the Owner pursuant to Paragraph (b) of Article III hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in Paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of work is so great that it cannot be remedied without incurring additional cost which the Owner does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the Owner.

(b) Notwithstanding the foregoing Paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefor is made in writing by the Contractor to the Owner, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Except to the extent that a delay is caused by the Owner, the Contractor's sole remedy shall consist of his rights under this Article VI.

## **ARTICLE VII**

### **Changes in the Work**

(a) The Owner may make changes within the general scope of the Contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the Owner in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of Paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the Owner, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost-plus percentage or fixed fee.

## **ARTICLE VIII**

### **Termination by Owner**

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the Owner, or otherwise breaches any provision of the Contract, the Owner may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his Surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner promptly upon demand.

In the event of termination pursuant to this Paragraph, the Contractor, upon the request of the Owner, shall promptly

(i) assign to the Owner in the manner and to the extent directed by the Owner all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party, and which relate to the Work or to construction equipment required therefor, and

(ii) make available to the Owner, to the extent directed by the Owner, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the Owner by giving three (3) days prior written notice to the Contractor if the Owner, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to Paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties. The Contractor will not be entitled to payment of profit on work not performed.

## **ARTICLE IX**

### **Contractor's Liability Insurance**

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the Owner:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$3,000,000.

(b) Comprehensive General Liability and Bodily Injury  
Including Death: \$3,000,000 each person  
\$3,000,000 each occurrence  
Property Damage: \$3,000,000 each occurrence  
\$3,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury  
Including Death: \$3,000,000 each person  
\$3,000,000 each occurrence  
Property Damage: \$3,000,000 each accident

(d) Owner's Protective Bodily Injury  
Including Death: \$3,000,000 each occurrence  
Property Damage: \$3,000,000 each occurrence  
\$3,000,000 aggregate

The Owner's Protective Policy shall name the Owner as the insured. Certificates evidencing such insurance shall be furnished the Owner prior to Contractor commencing the Work on this Project. The certificates must state, "The City of University City is an additional insured." The City of University City shall also be provided an endorsement page. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least fifteen days prior written notice has been given to the City.

## **ARTICLE X**

### **Enumeration of The Contract Documents**

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- (a) Owner-Contractor Agreement
- (b) General Conditions of the Owner-Contractor Agreement
- (c) Job Special Provisions
- (d) The Specifications dated: June 2021
- (e) The Drawings identified as follows:  
University City, Heman Park Service Road Improvements
- (f) Performance and Payment Bond
- (g) State Wage Determination
- (i) Subcontractor Approval Form



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: \_\_\_\_\_

**HEMAN PARK SERVICE ROAD  
IMPROVEMENTS PROJECT PR21-03  
BID TABULATION 8/12/21**

| Company                 | Base Bid     | Alternate Bid | Total Bid    |
|-------------------------|--------------|---------------|--------------|
| Pavement Solutions      | \$96,705.49  | \$4,771.62    | \$101,377.11 |
| Spenser Contracting     | \$117,010.00 | \$5,136.00    | \$122,146.00 |
| Gershenson Construction | \$120,991.02 | \$7,003.35    | \$127,994.37 |
| Ford Asphalt            | \$127,112.00 | \$7,888.00    | \$135,000.00 |
| Byrne & Jones           | \$264,911.19 | \$6,530.45    | \$271,441.64 |
|                         |              |               |              |
|                         |              |               |              |
|                         |              |               |              |
|                         |              |               |              |
|                         |              |               |              |
|                         |              |               |              |
|                         |              |               |              |
|                         |              |               |              |

**THE CITY INTENDS TO AWARD THE BID TO THE MOST RESPONSIVE, RESPONSIBLE BIDDER SUBMITTING THE LOWEST BEST BID. THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND TO WAIVE ANY IRREGULARITIES IN THE BEST INTEREST OF THE CITY.**



**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

|   |                       |
|---|-----------------------|
| <b>NUMBER:</b><br><i>For City Clerk Use</i> | <b>CA-20210913-09</b> |
|---|-----------------------|

|  |                            |  |           |
|--|----------------------------|--|-----------|
| <b>SUBJECT/TITLE:</b><br>T.R.I.M. Grant Agreement  |                            |  |           |
| <b>REQUESTED BY:</b><br>Darren Dunkle  |                            | <b>DEPARTMENT or WARD:</b><br>Parks, Recreation & Forestry Wards 1 & 2 |           |
| <b>AGENDA SECTION:</b>   | Consent                    | <b>CAN ITEM BE RESCHEDULED?</b>  | no        |
| <b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b><br>Move to approve the grant agreement with the Missouri Department of Conservation and authorizes the City Manager to execute the contract contained in Council's packet.   |                            |  |           |
| <b>FISCAL IMPACT:</b><br>\$22,875.00 would be received from the grant. An amount of \$7,625.00 in matching funds from the City is required.  |                            |  |           |
| <b>AMOUNT:</b>   | \$7,625.00                 | <b>ACCOUNT No.:</b>  | 114-3380  |
| <b>FROM FUND:</b>  | Grant                      | <b>TO FUND:</b>  | na        |
| <b>EXPLANATION:</b><br>Since this was not a planned or budgeted matching expenditure funds for this service would come from the Parks Sales Tax Reserve Fund. A second item requesting he match is included on your agenda.  |                            |  |           |
| <b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b><br>As you are aware, the City received a Tree Resource Improvement and Maintenance (T.R.I.M.) grant last year in the amount of \$9,427.00 to go towards the inventory of street trees within Ward 3. This year due to COVID and limited funding, the Missouri Department of Conversation (MDC) changed their grant process to a first-come first-served basis. Learning of this, staff was able to apply on short notice, and has recently received word from the MDC regarding being approved for a T.R.I.M. Grant in the amount of \$22,875.00. With the award of the T.R.I.M. Grant, the Parks, Recreation and Forestry Dept. will use the money to conduct a GIS based digital tree inventory of the City's street trees within Wards 1 and 2. |                            |  |           |
| <b>CIP No.</b>   | na                         |  |           |
| <b>RELATED ITEMS / ATTACHMENTS:</b><br>1. MDC Cost Share Agreement   |                            |  |           |
| <b>LIST CITY COUNCIL GOALS (S):</b><br>na  |                            |  |           |
| <b>RESPECTFULLY SUBMITTED:</b>   | City Manager, Gregory Rose | <b>MEETING DATE:</b>   | 9/13/2021 |

# COST SHARE REQUEST / AGREEMENT

AGREEMENT BETWEEN MO DEPT. OF CONSERVATION (MDC),


AND:

Landowner/Cooperator Name:  
**University City attn. Jacob Kaiser**

Address  
**6801 Delmar Blvd.**

City: **University City** State: **MO** Zip: **63130** Phone(s): **(314) 505-6819**

County: **Saint Louis** Township: \_\_\_\_\_ Range: \_\_\_\_\_ Section: \_\_\_\_\_



| Practice / Components (____ Program) | Project Number (ex.MDC 200.B.1) | Units Planned (acres, feet, etc.) | Cost Share Rate | Maintenance (years) | Partner Funding Requested | MDC Funding Requested | Units Completed (acres, feet, etc.) | Partner Funding Earned | MDC Funding Earned |
|--------------------------------------|---------------------------------|-----------------------------------|-----------------|---------------------|---------------------------|-----------------------|-------------------------------------|------------------------|--------------------|
| Community Tree Inventories           | <b>900.C.3</b>                  | 1                                 | 75%             | 10                  |                           | \$22,875.00           |                                     |                        | \$0.00             |
|                                      |                                 |                                   |                 |                     |                           |                       |                                     |                        |                    |
|                                      |                                 |                                   |                 |                     |                           |                       |                                     |                        |                    |
|                                      |                                 |                                   |                 |                     |                           |                       |                                     |                        |                    |
|                                      |                                 |                                   |                 |                     |                           |                       |                                     |                        |                    |
| <b>TOTALS</b>                        |                                 |                                   |                 |                     | \$ -                      | <b>\$22,875.00</b>    |                                     | \$ -                   | <b>\$0.00</b>      |

\* Attach Plan (if program requires) .

In-Focus Area [ ]  Tier 1-4 Priority Geography [ X ]  Tier 1 Priority Geography With RCT approval [ ]

Geography Name: Tree City USA

List landowner's objectives:  Wildlife  Forestry/Woodland  Wetland/Aquatic  Prairie/Glade  Recreation  Other

I REQUEST COST SHARE ASSISTANCE TO INSTALL THE ABOVE DESCRIBED PRACTICE(S). IF FUNDED, I AGREE TO MAINTAIN THE PRACTICES FOR THE SPECIFIED MAINTENANCE LENGTH FOR EACH PRACTICE LISTED ABOVE, AND I AGREE TO REFUND ALL OR PART OF THE COST SHARE ASSISTANCE PAID TO ME IF, BEFORE THE EXPIRATION OF THE SPECIFIED PRACTICE LIFESPAN, I (a) FAIL TO SATISFACTORILY MAINTAIN THE PRACTICE, (b) DESTROY THE APPROVED PRACTICE, OR (c) VOLUNTARILY RELINQUISH CONTROL OR TITLE TO THE LAND ON WHICH THE APPROVED PRACTICE HAS BEEN ESTABLISHED AND THE NEW OWNER AND/OR OPERATOR OF THE LAND DOES NOT MAINTAIN THE PRACTICE FOR THE REMAINDER OF ITS LIFESPAN, WHETHER OR NOT NEW OWNER AGREES TO MAINTAIN THE PRACTICE. I FURTHER UNDERSTAND THAT FAILURE TO COMPLY WITH THIS AGREEMENT MAY MAKE ME INELIGIBLE FOR PARTICIPATION IN FUTURE MDC COST SHARE PROGRAMS. FAILED PRACTICES DUE TO CAUSES BEYOND THE LANDOWNER'S CONTROL (E.G. DROUGHT, FLOOD, ETC.) AS DETERMINED BY THE RESOURCE PLANNER, ARE CONSIDERED "NO-FAULT" TERMINATED. PENDING AVAILABLE FUNDING, LANDOWNER IS ELIGIBLE TO RE-ESTABLISH FAILED PRACTICE AS A NEW PRACTICE, WITH ALL DOCUMENTATION AND TIMELINES REINITIATED. I CERTIFY THAT THE FUNDS REQUESTED ABOVE DO NOT DUPLICATE (although they may be used in conjunction or "piggybacked" with) FUNDS PROVIDED BY OTHER STATE OR FEDERAL COST SHARE PRACTICES AND THAT MULTIPLE PROGRAM ENROLLMENT ON THE SAME ACRE(S) WILL BE FOR COMPLIMENTARY PURPOSES. IN SIGNING THIS FORM (SPOUSES SHOULD CO-SIGN), I (WE) ATTEST AND CONFIRM SOLE LEGAL OWNERSHIP OF THE PROPERTY WHERE THESE PRACTICES WILL BE IMPLEMENTED, OR CAN LEGALLY REPRESENT THE OWNERSHIP (MDC POA FORM REQUIRED) FOR THE PURPOSE OF ENTERING INTO THIS CONTRACT TO IMPLEMENT THESE PRACTICES AND ACCEPT PAYMENT ON BEHALF OF ALL OWNERS

HERITAGE REVIEW HAS BEEN COMPLETED  Monarch Planting  Native Forage  New Customer  MDC Employee

**LANDOWNER(S) SIGNATURE** \_\_\_\_\_ DATE \_\_\_\_\_

PARTNER REVIEW (if applicable) \_\_\_\_\_ DATE \_\_\_\_\_

ALLOCATION APPROVED (MDC) Daniel Moncheski DATE 8/10/2021

PRACTICE(S) COMPLETED (MDC) \_\_\_\_\_ DATE \_\_\_\_\_

|                                       |                           |
|---------------------------------------|---------------------------|
| Region:                               | Approved By: (Print Name) |
| Amount of Payment: <b>\$0.00</b>      | Signature:                |
| WPI number: _____ Acct. Number: _____ | Title:                    |
| Object Code Number: <b>3403</b>       | Date:                     |
| Appropriation:                        |                           |

**CITY OF UNIVERSITY CITY COUNCIL MEETING**

**AGENDA ITEM**



|   |                       |
|---|-----------------------|
| <b>NUMBER:</b><br><i>For City Clerk Use</i> | <b>CA-20210913-10</b> |
|---|-----------------------|

|  |                            |  |           |
|--|----------------------------|--|-----------|
| <b>SUBJECT/TITLE:</b><br>Tree Inventory Agreement  |                            |  |           |
| <b>REQUESTED BY:</b><br>Darren Dunkle  |                            | <b>DEPARTMENT or WARD</b><br>Parks, Recreation & Forestry/ Wards 1 & 2 |           |
| <b>AGENDA SECTION:</b>   | Consent                    | <b>CAN ITEM BE RESCHEDULED?</b>  | no        |
| <b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b><br>Move to approve the agreement with the Davey Resource Group and authorizes the City Manager to execute to contract contained in Council's packet.   |                            |  |           |
| <b>FISCAL IMPACT:</b><br>\$7,625.00  |                            |  |           |
| <b>AMOUNT:</b>   | \$30,500.00                | <b>ACCOUNT No.:</b>  | 114-3380  |
| <b>FROM FUND:</b>  | na                         | <b>TO FUND:</b>  | na        |
| <b>EXPLANATION:</b><br>Due to the fact that the Davey Resource Group was awarded the contract to conduct the tree inventory last year for Ward 3 and the fact that the inventory is performed utilizing proprietary "TreeKeeper software", staff is recommending to award the Davey Resource Group the contract in an amount not to exceed \$30,500.00 to perform the tree inventory for Wards 1 and 2 as we would need to utilize the same "TreeKeeper software" to store and access the data collected. Since this was not a planned or budgeted expenditure funds for this service would come from the Parks Sales Tax Reserve Fund.  |                            |  |           |
| <b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b><br>As you are aware, the City received a Tree Resource Improvement and Maintenance (T.R.I.M.) grant last year in the amount of \$9,427.00 to go towards the inventory of street trees within Ward 3. This year due to COVID and limited funding, the Missouri Department of Conservation (MDC) changed their grant process to a first-come first-served basis. Learning of this, staff was able to apply on short notice, and have recently received word from the MDC regarding being approved for a T.R.I.M. Grant in the amount of \$22,875.00. With the award of the T.R.I.M. grant, the Parks, Recreation and Forestry Department will use the money to conduct a GIS based digital tree inventory of the city's street trees within Wards 1 and 2. |                            |  |           |
| <b>CIP No.</b>   | na                         |  |           |
| <b>RELATED ITEMS / ATTACHMENTS:</b><br>1. Contract<br>2. Exhibit A   |                            |  |           |
| <b>LIST CITY COUNCIL GOALS (S):</b><br>na  |                            |  |           |
| <b>RESPECTFULLY SUBMITTED:</b>   | City Manager, Gregory Rose | <b>MEETING DATE:</b>   | 9/13/2021 |



## **PROFESSIONAL SERVICES CONTRACT**

This Contract (the "CONTRACT") is by and between the City of University City, hereafter referred to as "CITY" and Davey Resource Group, Inc., hereinafter referred to as "CONSULTANT".

The CITY has selected CONSULTANT to perform professional services to conduct a GIS-based inventory (utilizing the TreeKeeper Software) of trees found along the public rights-of-way, parks and other public properties.

CITY and CONSULTANT hereby mutually agree as follows:

### **ARTICLE 1 - SCOPE OF SERVICES**

The services covered by this CONTRACT shall include furnishing the professional, technical and other personnel necessary to conduct a GIS-based inventory (utilizing the TreeKeeper Software) of trees found along the public rights-of-way, parks and other public properties.

CONSULTANT agrees to perform all those services described in Exhibit A attached hereto, and made a part hereof, in accordance with the terms and conditions stated therein, (such services being hereinafter referred to as the "WORK").

### **ARTICLE 2 - FEES AND PAYMENT**

1. For the services described in Exhibit A - Scope of Services, the CITY will pay, and the CONSULTANT will accept as full compensation, actual costs of services and supplies based upon the rates provided in the Scope of Services, the total amount not to exceed Thirty Thousand Five Hundred Dollars and No Cents \$30,500.00.
2. Progress payments for services rendered shall be made monthly upon submission of a detailed invoice, in form reasonably satisfactory to the City Representative Work performed during the previous month. The CITY will make progress payments not later than thirty (30) days after receipt of acceptable invoices with appropriate documentation.

### **ARTICLE 3 - SUBCONTRACTING**

No part of the services to be performed by CONSULTANT hereunder shall be subcontracted without the prior written consent of the CITY. The subcontracting of the Work shall in no way relieve the CONSULTANT of CONSULTANT'S primary responsibility for the quality and performance of the work.

#### **ARTICLE 4 - RESPONSIBILITY OF CONSULTANT**

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of data and other services furnished under this CONTRACT. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his data and other services.

The CONSULTANT shall defend suits or claims for infringement of any copyright or patent rights arising out of use or adoption of any data or software furnished by him, and shall indemnify the CITY or other agency of government from loss or damage on account thereof so long as the documents furnished by the CONSULTANT are being used for their original intended purpose.

Neither the CITY'S review, approval, acceptance of, nor payment for, any of the services required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or any cause of action arising out of the performance of this CONTRACT, and the CONSULTANT shall be and remain liable to the CITY in accordance with applicable CITY codes and Ordinances and State and Federal laws for all damages to the CITY caused by the CONSULTANT'S negligent performance of any of the services furnished under this CONTRACT.

#### **ARTICLE 5 - TIME OF COMPLETION**

The services of the CONSULTANT shall commence upon receipt of a Notice to Proceed from the CITY, which Notice shall be in writing, and the CONSULTANT shall complete the work within sixty (60) days from being issued a Notice to Proceed.

The times specified herein may be extended by written order of the City Representative in the event of unavoidable delay. The CONSULTANT may submit to City Representative timely requests for extension of time before plans are due, citing reasons why the delay involved is unavoidable.

#### **ARTICLE 5 - INFORMATION BY THE CITY**

The CITY will provide upon request available information of record to the CONSULTANT.

#### **ARTICLE 6 • INSURANCE REQUIREMENTS**

The CONSULTANT and its Subconsultants shall procure and maintain during the life of this CONTRACT insurance against claims which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, employees or subconsultants of the types and minimum amounts as follows:

1. Worker's Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employer's Liability coverage.



2. Comprehensive General Liability and Bodily Injury, including Death:
  - \$450,000 each person
  - \$3,000,000 each occurrence
  - Property Damage:
    - \$3,000,000 each occurrence
    - \$3,000,000 aggregate
3. Comprehensive Automobile Liability, Bodily Injury including Death:
  - \$450,000 each person
  - \$3,000,000 each occurrence
  - Property Damage:
    - \$3,000,000 each accident
4. Professional Liability
  - \$3,000,000 aggregate

The Comprehensive General Liability policy shall be endorsed to cover the liability assumed by the CONSULTANT hereunder. To the extent permitted by law, the CONSULTANT shall name the CITY as an additional insured on all insurance policies required by the CONTRACT. Said insurance shall be written by a company or companies licensed to do business in the State of Missouri.

Certificates evidencing such insurance shall be furnished the CITY prior to CONSULTANT commencing the work. The insurance evidenced by the certificate shall indicate that it will not be canceled or altered, except that it may be canceled or altered upon twenty days prior written notice thereof to the CITY. The certificate(s) must state the CITY as an additional insured on those policies applicable. The cost of such insurance shall be included in the CONSULTANT'S basic service fee.

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials and employees; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administrative and defense expenses.

**ARTICLE 7 - INDEMNIFICATION**

The CONSULTANT and his SUBCONSULTANTS shall indemnify and save harmless the CITY against injury, loss or damage and costs and expenses (including reasonable attorney fees) suffered or incurred by the CITY for personal injuries including death, or property damages sustained, caused by negligent or willful acts, errors or omissions of the CONSULTANT, any subcontractors of CONSULTANT their respective agents, employees or contractors arising out of the WORK of this CONTRACT.

## **ARTICLE 8 - TERMINATION**

The CITY may terminate this CONTRACT at any time, with or without cause, effective upon delivery of Notice thereof to the CONSULTANT.

Should the CONTRACT be so terminated, all drawings and documents in connection with the project shall become the property of the CITY who shall, in that event, make reasonable allowance for expenses incurred and services satisfactorily performed by the CONSULTANT to the date of termination. The CITY shall indemnify CONSULTANT for any use or re-use of plans by persons with CITY's express approval.

## **ARTICLE 9 - OWNERSHIP OF DOCUMENTS**

All original documents, studies, graphic material, drawings, photographs, or plans, including those on electronic media, (DOCUMENTS) prepared by the CONSULTANT, pertaining to the project, shall be deemed the property of the CITY and shall be delivered to the CITY at the time of termination of this contract or presentation of the CONSULTANT'S final invoice for payment and the CITY shall be entitled to physical possession of said DOCUMENTS whether complete or in progress.

## **ARTICLE 10- DECISIONS UNDER THIS AGREEMENT**

The City Representative will determine the acceptability of Work performed under this CONTRACT and will decide all questions which may arise relative to the proper performance of this CONTRACT, and his decision shall be final and conclusive.

## **ARTICLE 11 - EQUAL OPPORTUNITY CLAUSE**

During the performance of this CONTRACT, the CONSULTANT agrees as follows:

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the CONTRACT, will not discriminate on the ground of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. The CONSULTANT will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the CONSULTANT'S obligations under this CONTRACT and the regulations relative to nondiscrimination on the ground of color, race, religion, sex, national origin or disability.

The CONSULTANT will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: 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. The CONSULTANT agrees to post notices in conspicuous places available to employees and applicants for employment.

The CONSULTANT will, in all solicitation, or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

The CONSULTANT will comply with all provisions of State and Federal laws and regulations governing the regulations of Equal Employment Opportunity and Non Discrimination.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The CITY and the CONSULTANT agree that this CONTRACT and all contracts entered under the provisions of this CONTRACT shall be binding upon the parties hereto and their successors and assigns.

#### **ARTICLE 13 - CHANGES**

The CITY may make changes within the general scope of services of the CONTRACT. However, no changes will be made in the Scope of Service, the Time of Performance, the fees to be paid or other provisions which may affect the cost of the project without prior written order of the CITY and the execution of a suitable Amendment to this CONTRACT. Neither the CITY staff nor the CONSULTANT may authorize any substantive change in this CONTRACT by oral or other directions intended to substitute for a written contract Amendment.

This CONTRACT may be amended or supplemented only by an instrument in writing executed by the parties hereto.

#### **ARTICLE 14 – CITY REPRESENTATIVE**

For purposes of this CONTRACT, the City Representative will be the Forestry Supervisor of the CITY. The City Manager, in his sole discretion, may designate another City Representative from time to time. In such event, CONSULTANT shall be notified by the CITY, in writing.

#### **ARTICLE 17 - NOTICE**

Any notice required or permitted to be delivered under this CONTRACT shall be in writing and shall be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three business days after having been deposited with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested; or (c) one business day after having been deposited with a reputable overnight express mail service that provides tracking and proof of receipt of items mailed. All notices shall be addressed to the parties at the addresses set forth below:

If to CONSULTANT:

Davey Resource Group, Inc.:

120 Sir Lawrence Drive  
Shiloh, Illinois 62221  
Attn.: Andrew Berg, Associate Consultant

If to CITY:

City of University City  
6801 Delmar Blvd.  
University City, MO 63130  
Attn.: Darren Dunkle, Director of Parks, Recreation and  
Forestry

#### **ARTICLE 18- CHOICE OF LAW**

This CONTRACT, and all Work and other activities governed hereby shall be governed by the laws of the State of Missouri.

#### **ARTICLE 19 –CONFLICTS**

In the event of any conflict or discrepancy between the terms of this CONTRACT and those set forth in Exhibit A hereto, it is expressly understood and agreed that the terms and provisions of this CONTRACT shall govern.

#### **ARTICLE 20 - SEVERABILITY**

If any provision of this CONTRACT is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. In such event, this CONTRACT shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this CONTRACT and the remaining provisions of this CONTRACT shall remain in full force and effect, and shall not be affected by the illegal, invalid or unenforceable provision.

Executed by the CONSULTANT this \_\_\_\_\_ day of 20\_\_\_\_. Executed by the City this day of 20\_\_\_\_.

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

Proposal for:

# Tree Inventory

Prepared for:

## The City of University City

6801 Delmar Boulevard  
University City, Missouri 63130

Proposal Date: September 2, 2021



Prepared by:

Andrew Berg, Associate Consultant  
Davey Resource Group, Inc.  
120 Sir Lawrence Drive, Shiloh, Illinois 62221  
C. 847.513.2451/TF. 800.828.8312

*"Solutions through Innovations and Expertise"*

## Introduction

Trees are part of everyday life in the City of University City. The city's urban forest creates a sense of place and supplies real benefits to those who live in University City. Trees along streets, in parks, around playgrounds, and in backyards provide shade and beauty and enhance the quality of life in University City by bringing natural elements and wildlife habitats into urban settings. Trees also moderate temperatures, reduce air pollution and energy use, improve water quality, and promote human health and well-being. Davey Resource Group, Inc. "DRG" understands the benefits trees bring to your community. We also realize the challenges that come with managing public trees.

## About Davey Resource Group, Inc.

For over 25 years, DRG has inventoried trees throughout the United States. We know that the data collected during a tree inventory are critical to helping you manage your urban forest proactively and better mitigate tree-related risk. Since you rely on the inventory to make important decisions, DRG uses only qualified, experienced staff who are knowledgeable of both industry standards and the municipal work environment.



*Trees bring natural elements and wildlife habitats into urban settings and they also moderate temperatures, reduce air pollution and energy use, and improve water quality.*

## Urban Forest Experts

We are pleased to introduce DRG and our team of urban forest experts to the City of University City and present our qualifications for providing tree inventory services. DRG's team will provide you with solutions you can count on for building and maintaining tree canopy in a manner that not only enhances community aesthetics and public safety but also improves the community's environmental and social well-being through trees.

Our team consists of International Society of Arboriculture (ISA) Certified Arborists, urban and traditional foresters, urban planners, Geographic Information Systems (GIS) and Information Technology (IT) specialists, and ecological scientists. We have experience working with a wide variety of clients, including municipalities, parks, commercial complexes, and utilities, and have the knowledge, certifications, and training required to complete University City's project on time and budget while exceeding the city's expectations.

We understand that the information in a tree inventory database helps you to complete your daily work more efficiently and allows you to:

- Respond to inquiries and requests about trees
- Quickly find trees when you need to schedule work
- Keep maintenance records up to date
- Make data-driven decisions; be accountable for actions and justify decisions
- Showcase the benefits of your urban forest
- Follow public record or "sunshine" statutes and laws

## Natural Resource Management

DRG's Environmental Consulting team is your committed partner for natural resource planning and management. With 22 local offices and a national footprint, we offer a wide and growing variety of consulting services (in addition to urban forestry) including wetlands and stream studies, environmental design and ecosystem restoration, stormwater management and compliance, and invasive species management.

We understand the complex ecosystems, resource challenges, and regulatory concerns that impact the success of any environmental project. No matter the location—dense city core or a remote rural site—we leverage our creativity and expertise to deliver reliable, turn-key environmental consulting services. We combine the latest technologies with time-tested techniques to provide high-quality results in a timely and professional manner.

### Facts & Figures

1/2 million  
TREES INVENTORIED ANNUALLY

450  
URBAN FOREST PLANS DEVELOPED

600+  
TREEKEEPER® CLIENTS

100  
UTC ASSESSMENTS SINCE 2008

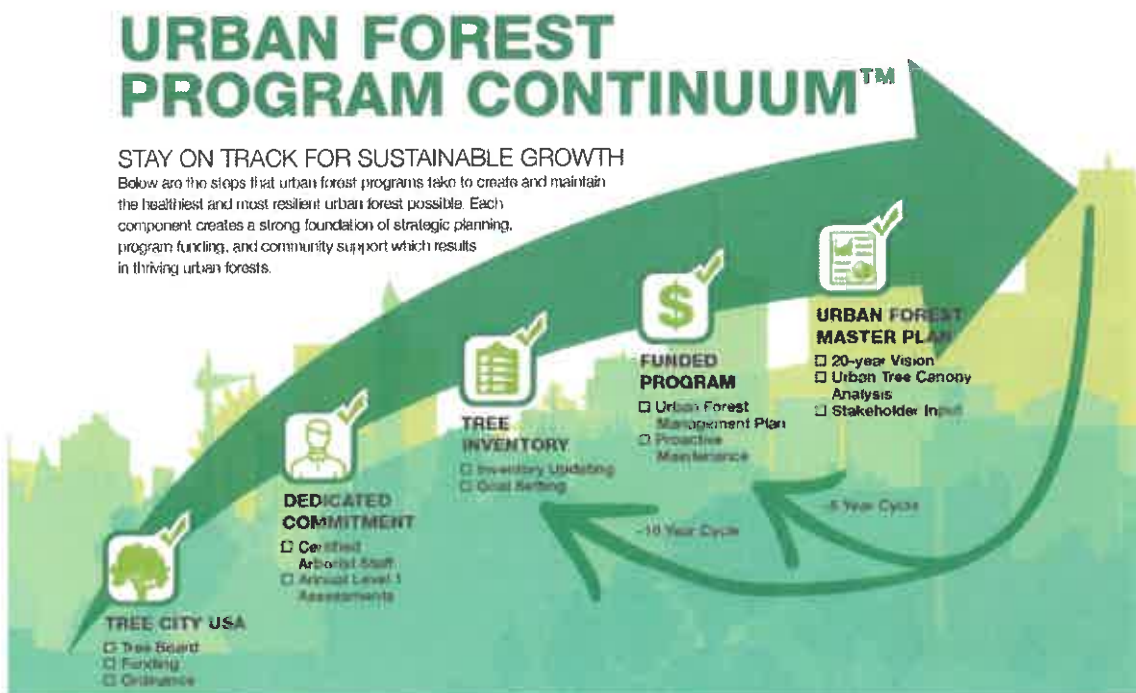
100+  
CLIENTS HIRE DRG ANNUALLY



## A Trusted Partner and Supporter of Arboriculture

Davey is a trusted partner of the United States Department of Agriculture (USDA) Forest Service and the Arbor Day Foundation, and a long-time supporter of the ISA and its local chapters. Davey is a founding partner with the USDA Forest Service of the i-Tree software.

Davey staff helped to develop and revise the American National Standards Institute (ANSI) standards for arboriculture, including tree risk assessment, and drafted some of ISA's best management practices. Davey also works with the Tree Care Industry Association (TCIA), as safety is priority one for the Davey Company. Recently, DRG created the Urban Forest Program Continuum to help our clients gauge and grow their tree management programs.



*Davey Resource Group has proven solutions to help University City launch its program forward along the Urban Forest Continuum.*

## DRG's Focused Urban Forestry Services



### TREE INVENTORY

Whether inventorying one tree or hundreds of thousands of trees, DRG tailors each inventory to meet your specific program needs and project budget.

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### TREEKEEPER® SOFTWARE

Developed, maintained, and supported by DRG's in-house IT professionals, TreeKeeper® is easy-to-use, web-based software used to manage, share, and update inventory data.

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### URBAN FOREST PLANNING

Whether University City needs help managing the city's trees daily or reaching overarching goals for the urban forest, our team has the experience, tools, and ability to help University City achieve both its short- and long-term goals. DRG develops management and master plans as well as storm preparedness, tree protection, woodlot, and invasive species management plans.

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### GIS

With GIS specialists in-house, we can map the city's urban tree canopy (UTC) cover as well as estimate tree benefits, model canopy grow out, analyze the spatial distribution of available planting space, and predict the impact of threats to the tree canopy.

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### STAFFING

If University City does not have an urban forester or needs help with program management or projects, DRG's experienced ISA Certified Arborists work on-call, perform project work, or work as part-time or full-time contract staff.

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### TREE BENEFITS

As a developer of i-Tree, DRG knows how to use i-Tree Tools to highlight the benefits of your trees.



## Scope of Work

This project is an integral part of University City's comprehensive tree care program. The results of this project will help University City better understand the composition, structure, and maintenance needs of its urban forest, allocate resources, develop risk management strategies, and promote the ecosystem benefits the city's trees provide to the local community.

The proposed project has the following key components:

1. **Tree Inventory.** The project is a GIS-based inventory of maintained trees found along public rights-of-way (ROW) on the north end of the city. The inventory consists of DRG's urban foresters locating trees and recording the specified information about each tree in the inventory database. DRG bases our tree inventory on the *ANSI A300 Part 9* standards.
2. **Tree Management Software.** DRG will upload all inventory data into University City's current TreeKeeper program. DRG delivers the city's inventory data in TreeKeeper® and as ESRI® shapefiles.

## Project Approach

The following sections describe DRG's overall approach, or methodology, for accomplishing University City's scope of work. We included a plan of work for the tree inventory and explained the technologies used to complete the inventory and an overview of our TreeKeeper® software. To illustrate the strength and experience of the DRG team, we provided a few representative staff biographies and project examples and references in Appendices A and B, respectively.

## Dedicated to Safety

Safety is the number one priority of DRG. To ensure the safety of DRG's workers and those traveling nearby, DRG uses the following Personal Protective Equipment (PPE): ball caps, high-visibility safety vests, safety glasses, and over-the-ankle boots.

*Davey has provided Proven Solutions for a Growing World since 1880 and has been employee owned for 38 years.*



## Tree Inventory Work Plan

To ensure that the tree inventory meets the city's goals and deadlines, DRG uses the following work plan.

### Step 1. Communication

From project beginning to end, DRG staff keep open lines of communication with University City via telephone, e-mail, and, as needed, in-person meetings. DRG answers any questions University City has as well as keeps the city apprised of the project's progress.

### Step 2. Contract Phase

Once awarded the project, DRG executes a contract and supplies insurance per project specifications.

### Step 3. Data Mining and Hardware Programming

The next step in the inventory process is to obtain the GIS data and imagery needed to set up the field computers used for data collection. DRG's urban foresters typically work with the city's GIS or planning department to complete this step. If necessary, we can get imagery from other public sources. DRG uses the data fields defined in this proposal and the imagery, maps, and data files obtained from the city and various sources to program the data collection software and field computers. At this time, we may contact you by phone to confirm the data attributes.

### Step 4. Kick-Off Meeting

DRG staff will contact the city after contract execution to schedule a kick-off meeting. During the kick-off meeting, University City's staff and the DRG project team discuss inventory safety and communication procedures and confirm project expectations and milestones. If possible, DRG's urban foresters assess a few trees with city staff to ensure consistent assessment results.

### Step 5. Data Collection

DRG typically begins data collection after the kick-off meeting. Our experienced, qualified urban foresters locate trees along maintained street ROWs, evaluate those trees, and record the data specified by the city. The collected data, once finalized, are University City's tree inventory database.

### Accessing Inventory Data

DRG supplies access to the tree inventory data during data collection. To access tree records, utilize [TreeKeeper®](#) to view and field check data and even to route and plan for tree work.



## Location Accuracy

DRG uses field computers and equipment that meet or exceed this project's location accuracy requirements. Having worked on thousands of tree inventory projects, DRG has found that using a combination of GIS and a customized data collection program provides the most exact data and the most efficient means for inventorying trees. DRG uses our in-house designed GIS software tool in conjunction with ruggedized computers with a GPS receiver to collect inventory data. Under favorable conditions, the equipment allows for sub-meter location accuracy of point data.

## Individual Tree Inspection Process

During data collection, DRG's urban foresters walk by each tree and inspect the tree from the ground. Based on the conditions at the time of the inspection, DRG's staff identify the tree's species and its location, measure tree diameter, and rate its health. DRG's urban foresters also assess tree risk and suggest the specific maintenance involved in mitigating that risk as well as collecting all other information at this time. When data collection for an individual tree is complete, DRG's urban foresters walk to the next tree and follow the same steps, in the same order, to ensure consistent data collection.

DRG formally routes the collection of inventory data to ensure that staff collect all the sites in the project area in a systematic manner. Throughout the inventory process, DRG maps the streets inventoried and shares that information with the city. DRG also tells University City where staff intend to collect data next. DRG's urban foresters collect data Monday through Friday and often on weekends with our clients' permission.

## Data Fields

For University City's inventory, DRG will collect the following data fields specified in the city's Request for Proposal (RFP) as defined in Appendix C of this proposal:

1. Location (street address and X and Y coordinates)
2. Species
3. Tree size
4. Multi-stem tree
5. Condition
6. Primary maintenance
7. Tree risk assessment and rating
8. Residual risk
9. Observations
10. Further inspection
11. Clearance requirements
12. Date of inventory

The data fields listed above give University City ample information to manage their trees proactively. However, if University City has specific needs that the above data fields do not address, contact DRG to customize the project's scope of work.

## Upgrading the Inventory

In addition to collecting trees, DRG can inventory other infrastructure that University City might be managing, such as shrub rows, woodlots, natural or environmentally sensitive areas, irrigation boxes, benches, signage, and turf. DRG's urban foresters can also take and link pictures to tree records. DRG can upgrade the city's inventory by changing the current scope of work or by further developing the project to have additional phases. If University City is interested in learning more about options for upgrading the inventory, contact DRG for information and fees.

## Tree Risk Assessment

During the inventory, DRG's urban foresters perform an inspection of each tree that follows the ANSI tree risk assessment (ANSI 2017). For University City's inventory, DRG will complete a 360-degree ground-based visual inspection of the crown, trunk, trunk flare, above-ground roots, and site conditions around the tree in relation to targets. The assessment only includes conditions detected from the ground; internal, belowground, and upper crown factors are still mostly undetected. The specified period for the risk assessment is one year. The risk part of this inventory and evaluation is to keep in compliance with the most recent standards and practices in the arboricultural industry. It is important to note that DRG's inspections are "rapid assessments" and are meant to show a need for further study; the assessments are not legally binding in any litigation.

For the tree risk assessment, DRG's urban foresters assign each tree one qualitative risk rating using the risk categorization matrices found in the ISA's *Best Management Practices - Tree Risk Assessment, Second Edition* (E. Thomas Smiley, Nelda Matheny, and Sharon Lilly 2017). Various and multiple failure scenarios help determine a tree's risk rating. The failure mode (i.e., branch, whole tree, codominant stem) with the most significant risk serves as the overall tree risk rating. DRG's staff will not sound trees during the inventory. See Appendix D for the limitations of the tree risk assessment.

## Step 6. Inventory Close-Out

At the end of the inventory project, DRG supplies a one- to two-page project close-out report which spells out the number and types of sites collected, provides information about the species composition and diameter size class distribution, and shows the amount and type of maintenance recommended during the inventory. We provide the report in PDF format within four weeks of inventory completion.

## Tree Inventory Data Delivery

For this project, University City will receive all data via their current TreeKeeper program.

- To access TreeKeeper®, use Safari® on an iOS device or via Google Chrome™ on a Windows® or Android device; the secure login information DRG provides to the city.
- Once using TreeKeeper®, University City can view and use the inventory data and download the data in a variety of formats, including CSV/Excel™ and ESRI® shapefile formats.

DRG offers custom software training for an added fee; contact DRG to learn more about our training programs, which can earn attendees up to eight ISA continuing education units (CEUs).

## Other Formats

If University City needs the inventory data in different formats, such as Google Earth's KML, AutoCAD®, or i-Tree, or for a particular asset management software program like CityWorks, Hansen, or Cartegraph, DRG can supply the inventory data in those formats for an added charge. Please contact DRG for more information about data formatting options and fees.

*TreeKeeper® gives University City instant access to tree inventory data.*



## Davey's TreeKeeper® Software

Developed, maintained, and supported by DRG, TreeKeeper® is our flagship tree management software. Leading the industry for over 20 years, TreeKeeper® is a versatile cloud-based software service designed to manage, update, and share tree inventory data. TreeKeeper® also highlights the environmental benefits of community trees.

TreeKeeper® is available as a subscription service (SaaS) with one-year, three-year, and five-year subscriptions available to fit University City's program's budget. TreeKeeper®'s pricing is "all in and upfront." There are no hidden fees or unexpected and expensive add-ons.

## Easy to Use

TreeKeeper®'s interactive work environment makes managing inventory data easy. The city can see and work with the tree inventory data through an interactive map and table. The map and table can be used independently or at the same time, giving you a totally custom work environment.

Another reason TreeKeeper® is easy to use is that it is accessible by multiple people in separate locations at the same time. Any changes to the data, such as adding new sites, updating the information for an existing site, or running a report, are updated in real time.

Knowing the benefits your trees provide is also easy. TreeKeeper® automatically calculates the environmental benefits provided by trees. Air quality, carbon sequestration and storage, and stormwater benefits can be estimated for one tree, groups of trees, or for the entire population.



*Using inventory data has never been easier. This screenshot of DRG's TreeKeeper® shows the dashboard, query, and the call-out box.*



## Key Features

- *Map-Centric*—use the map to find information about individual sites or groups of sites.
- *List View*—sort and analyze data.
- *Query*—look up sites by any data field, such as address, species, or condition.
- *Search*—by one or multiple data fields; no nested searches.
- *Narrow Down*—refine the search results to find the result needed.
- *Switch Layers On-the-Fly*—change the data layer through a drop-down menu.
- *Dashboards*—gauge the inventory data via pre-set and user-designed graphs.
- *Reporting*—create reports at the touch of a button.
- *Work Orders*—assign work to crews, projects, or programs.
- *Work History*—keep track of the edits made to a site.
- *Edit*—update one site at a time or make batch edits to multiple sites.
- *Multi-User Access*—available via a secure internet connection.
- *Permissions*—assign access levels (no read or edit access) to users and viewers.
- *Tree Value*—calculated using a built-in tree value estimator based on i-Tree Tools.
- *Export Data*—to software such as Microsoft® Office and other word processing and spreadsheet programs.

## In the Field

While in the field, you can find and update site information and add new trees or sites to the database using TreeKeeper®. All edits are real time. TreeKeeper® works with most tablet computers and uses the tablet computer's location services or GPS availability to determine location.

## Data Download Formats

In TreeKeeper®, you can view, edit, and update the inventory data and download the data in a variety of formats, including CSV/Excel™ and ESRI® shapefile formats.

## Information Sharing

If University City wants to share the tree inventory data with other organizations or the public, TreeKeeper® provides a public interface for third-party viewing. TreeKeeper®'s public interface does not allow visitors to edit the data or “crowdsource” information, and you can determine what data are shown to visitors to the site.

## Free Upgrades

DRG stays on top of the latest technology trends to maintain TreeKeeper®'s place as one of the most advanced software systems for tree inventory management on the market. And, we also listen to you, our clients, to make sure TreeKeeper® responds to the needs of their respective workplaces. Over the past 20 years, many of the upgrades to TreeKeeper®, made by DRG's in-house software developers, came about by suggestion from our clients. Each upgrade we make is quickly pushed out to all current subscribers at no additional cost.

## Project Schedule, Tasks, and Deliverables

The following project schedule lists key tasks along with expected completion dates and deliverables. If the city's project schedule differs from what DRG projected, use the information for planning purposes.

| <b>Project Schedule</b>               |   |   |   |   |   |   |  |
|---------------------------------------|---|---|---|---|---|---|--|
| (Weeks)                               |   |   |   |   |   |   |  |
| University<br>City                    | 1 | 2 | 3 | 4 | 5 | 6 | Deliverable  |
| Award                                 |   |   |   |   |   |   | Insurance, contract  |
| Data Mining and Field Computer Set-Up |   |   |   |   |   |   | Obtain basemaps and GIS data/ program software and hardware          |
| Kick-off Meeting                      |   |   |   |   |   |   | Meeting summary as needed  |
| Inventory Data Collection and QA/QC   |   |   |   |   |   |   | Inventory and ongoing field checks                                   |
| Inventory Data Delivery               |   |   |   |   |   |   | Inventory data in TreeKeeper® and as ESRI® shapefiles                |
| Inventory Close-Out Meeting           |   |   |   |   |   |   | If scheduled, usually takes place on the last day of data collection |
| Inventory Reporting                   |   |   |   |   |   |   | Close-out reports  |

## Quality Control and Assurance

### WE TAKE YOUR DATA SERIOUSLY

From the project's start to its finish, DRG focuses on the experience the city has working with DRG and the quality of the project's deliverables. To ensure a good working relationship throughout the project, DRG collaborates with University City early on to schedule fieldwork and meetings at mutually agreeable times and determine protocols for addressing questions and concerns that arise during data collection. DRG's staff also stay in contact with University City's staff during all phases of the project to keep the city informed of the project's status. The following is an example of an inventory progress update, e-mailed on a set schedule such as weekly or bi-weekly, from DRG's urban forester to the client.

#### INVENTORY PROGRESS UPDATE E-MAIL

Dear Valued Client:

Below is a recap of last week's inventory progress. So far, we have inventoried 3,161 sites. The map (right) shows our progress in Zone C. We also had a chance to do some in-the-field quality assurance last week (bottom). We audited 1% of the data collected last week and found no critical errors.



We expect to wrap up data collection later this week. We predict that the remaining streets will have the same tree density, although the road running along the train tracks in the northeast may have slightly more trees. In all, we think that the total site count will be close to the pre-project estimate of 3,800 sites. We will keep everyone apprised if this expectation changes.

Katie will be on the ground this week, and Pete may come out to help with collection. If needed, they can be available for an in-person closing meeting. Otherwise, we can include the final site count and notes in a close-out e-mail.

As far as data delivery, we expect it will take a few days for GIS quality control checks after data collection is complete. We will follow up with an e-mail when your final inventory dataset is available in TreeKeeper®. If you have any questions or concerns, please reach out to me.

Thanks, Your DRG Urban Forester

| Inventory Statistics         |                       |                                 |                           |                 |
|------------------------------|-----------------------|---------------------------------|---------------------------|-----------------|
| Site Count to Date           | Percent Complete      | Estimated Total Site Count      |                           |                 |
| 3,161                        | 83%                   | 3,800                           |                           |                 |
| Quality Assurance            |                       |                                 |                           |                 |
| Overall Critical Error Score | Target Critical Score | Target Non-Critical Error Score | Target Non-Critical Score | Percent Audited |
| 100%                         | 98%                   | 97.87%                          | 95%                       | 1%              |

In addition to providing an excellent client experience and thorough communication, DRG takes measures to ensure the delivery of the entire scope of work. DRG's business development staff review the project's scope and provide a data specification, based on the project's contract, to DRG's in-house development team. DRG's development team consists of the inventory's project manager, and GIS and IT specialists. DRG's inventory project manager reviews the scope of work again to ensure that the data fields and input codes match University City's specifications. Once the project manager approves the data specification, then DRG's GIS and IT staff program the field computers for data collection. Before the kick-off meeting, DRG's project manager checks the field computers to make sure the computers are set up correctly and work properly. At the kick-off meeting, DRG reviews the project's work plan with the city, answers questions, and ensures that University City and DRG's urban foresters are on the same page concerning the project's expectations.

Quality control and assurance continues during data collection. DRG's project manager and urban foresters use hot and cold data checks during fieldwork and encourage University City to do so as well. DRG regularly updates University City on the project's status and makes the city aware of any situations that may need immediate attention. At the end of the project, DRG's IT specialists run computer diagnostics on the inventory data to make sure the data is clean. Finally, DRG answers any questions the city has about the data and our TreeKeeper® software and verifies University City's satisfaction with DRG's work.

## Client Responsibilities

1. Provide DRG with imagery, maps, and data files. Our request may include the following: digital orthophotographs, available GIS data layers, other electronic or paper copies of maps for roads, pavement widths, right-of-way widths, boundaries and utilities, and an electronic file or printed list of street names and endpoints.
2. Provide daily contact information and directions during the inventory project.
3. Provide a copy of any existing tree inventory database(s).
4. Coordinate and host a kick-off meeting before the start of fieldwork.
5. Agree to allow DRG to host University City's tree inventory data in TreeKeeper® software for one year. Terms and conditions apply.
6. The limitations of the Scope of Work are outlined in Appendix D. By accepting this proposal, University City accepts DRG's Limited Warranty and agrees that, upon award, this proposal and its attachments will be made a part of the Agreement.

## Investment

### Tree Inventory

- Computerized inventory data collection of trees at a unit rate of: **\$3.13/tree**

### TreeKeeper® Software - Renewal Fees (Optional)

*The inventory data are the property of the city, and there is no obligation to extend the software beyond the one-year complimentary service. Should University City wish to continue using TreeKeeper®, the following fees apply. DRG locks in the renewal fee at the prices listed below if the subscription does not lapse.*

- One-year subscription **\$2,500/yr.**
- Three-year subscription **\$6,250/yr.**
- Five-year subscription **\$10,000/yr.**

### Additional Services

- Tree Inventory Report **Included**
- i-Tree Analysis **Included**
- i-Tree Report **\$500**
- Professional Consultation **\$95/hour**

This proposal is valid for 60 days.

# Agreement

## City of University City, MO

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City of University City  
Jacob Kaiser, Urban Forester  
6801 Delmar Blvd  
University City, MO 63130

Davey Resource Group, Inc.  
Andrew Berg  
120 Sir Lawrence Drive  
Shiloh, IL 62221

Proposal Date: September 2, 2021

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**ACCEPTANCE OF PROPOSAL:** The above prices and terms and conditions and warranty are hereby accepted. I am authorized to bind University City and authorize Davey Resource Group, Inc. to perform the specified work. I am familiar with and agree to the terms and conditions appended to this proposal. I understand that once accepted this proposal constitutes a binding contract. This proposal is based on an estimated number of trees/sites to be inventoried. Davey Resource Group, Inc. reserves the right to renegotiate the price based on the timing of the award, scheduling of fieldwork, the final methodology chosen by the client, and availability, completeness, and quality of maps and GIS information.

Authorized Signature: \_\_\_\_\_

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

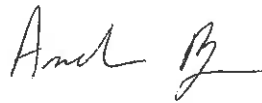
Date: \_\_\_\_\_

Total: \_\_\_\_\_

Please add up the costs of services and insert total on the line above.

Davey Resource Group, Inc.

Authorized Signature:



Name: Andrew Berg

Date: September 2, 2021

## Appendix A Experienced Staff

DRG may assign the following team members to University City's project. Their experiences and credentials prove that they have the qualifications needed to work for the city.

### Management

**Jacob McMains** is the Missouri area manager and consulting forester with DRG. Mr. McMains manages the planning and coordination of multiple forestry projects throughout the Midwest. His primary responsibilities include: training staff, quality control, technical consulting, tree risk assessments, tree preservation activities, tree/timber appraisals, arboricultural training, urban wood utilization investigations, expert witness testimony, outreach and educational programs, and a variety of plan writing. Mr. McMains has experience in traditional forestry, community forestry, and utility forestry.

Mr. McMains also regularly consults on a variety of urban and traditional forest management activities. Focus areas include cost-share assistance, insect/disease diagnosis, tree planting plans and inspections, grant and ordinance interpretation/writing, and assistance in obtaining Tree City USA status through the National Arbor Day Foundation.

Prior to joining the Environmental Consulting team, Mr. McMains served as a utility forester with DRG. He has also worked for the Missouri Department of Natural Resources and the Missouri Department of Conservation.

Throughout his career, Mr. McMains has engaged with diverse partners, from grassroots volunteer groups—such as local tree boards—to national organizations like the Arbor Day Foundation and the USDA Forest Service. Mr. McMains is an International Society of Arboriculture (ISA) Certified Arborist and has an ISA Tree Risk Assessment Qualification (TRAQ).

**Andrew Berg** is an associate consultant with DRG's Missouri Environmental Consulting team. Mr. Berg carries out urban forestry consulting projects for federal and state agencies, municipalities, parks, universities, golf courses, zoos, cemeteries, nonprofits, and private lands. He provides urban forestry solutions with a focus on combining outreach with the technical aspects of arboriculture.

Prior to joining DRG, he worked as the forestry supervisor for Tower Grove Park & Arboretum in St. Louis, MO. Starting with administering the park's first GIS-based inventory of nearly 7,000 trees, carried out by DRG, he had advanced the program's standards and Best Management Practices in all domains of arboriculture. His program introduced over 100 new taxa to the park's collection, developed emerald ash borer and Dutch elm disease management plans, and began a pruning cycle on thousands of young trees. The advancements Mr. Berg made in forestry program operations allowed Tower Grove Park to acquire ArbNet's Level II Arboretum accreditation in January 2018.

Mr. Berg has also worked for Davey Residential Commercial services in St. Louis for about three and a half years. During his time with Residential Commercial services, Mr. Berg managed the Plant Health Care department while also gaining extensive experience with the technical aspects of tree climbing, pruning, and removals. Mr. Berg is a graduate from the 2014 class of the Davey Institute of Tree Sciences and from the 2013 class of the Davey Institute of Horticultural Sciences.

Mr. Berg received a bachelor of science degree in forestry from Southern Illinois University at Carbondale in 2009. He is an International Society of Arboriculture (ISA) Board Certified Master Arborist, a graduate of the Municipal Forestry Institute, Tree Risk Assessment Qualification, Board Member and Membership Liaison for the Midwestern Chapter of ISA, member of the ISA Certification Test Committee, Missouri Community Forestry Council St. Louis region Education & Outreach Committee Chair, and received the Midwestern Chapter of ISA 2018 Award of Merit.

## Field Staff

**Reid Gibson** is a project manager with DRG. As an ISA Certified Arborist, Municipal Specialist and Tree Risk Assessment Qualified (TRAQ) professional, Mr. Gibson specializes in urban forestry consulting projects for federal and state agencies, municipalities, parks, universities, golf courses, and cemeteries. Much of his work focuses on inventory data collection, data quality assurance, training new staff, safety leadership, project communication, and customer service. Mr. Gibson has worked on and managed more than 50 inventories across the United States and Canada, gaining him extensive knowledge of GIS-based data collection and GPS technology, tree and palm identification, and tree risk assessment. Mr. Gibson is also proficient in the use of Davey's TreeKeeper® suite of software for inventory management, the United States Forest Service i-Tree, and writing community forest management plans involving inventory analysis and urban tree canopy assessment land cover data. He has a bachelor's degree in natural resources and environmental sciences from the University of Illinois at Urbana-Champaign.



## Appendix B

### Related Projects and References

DRG listed eight projects to demonstrate our ability to complete a similar scope of work to that proposed by University City. These experiences show that DRG can:

- Undertake, manage, and complete an inventory project.
- Accurately inventory trees.
- Provide data in specified formats.
- Assess tree risk following ANSI standards and industry best management practices.
- Provide qualified staff with experience inventorying trees and assessing tree condition & risk.
- Provide solutions that address the needs of our clients.

Contact DRG for more examples of our work.

**Client: City of St. Charles, Missouri**

**Contact: Peter Van Linn, 636.949.3383**

**Project: Park Tree Inventory and Management Plan**

In 2017, DRG completed a multi-park tree inventory for the City of St. Charles. The city was particularly interested in understanding the risk associated with their large oak tree population. The park manager also needed a robust software program that could manage work orders, communicate tree benefits to the public, and track the large number of memorial trees planted throughout the park system. DRG mapped and assessed 4,800 trees within 31 different park sites. The TreeKeeper® software allows the city to easily find information about the entire tree population or run specific reports about the specific details in a select park.

**Client: City of St. Louis, Missouri**

**Contact: Gerald Overmann, 314-613-7238**

**Project: 5-Year Street Tree Inventory with Ward Inventory Summary Reports**

DRG was selected based on qualifications to perform a five-year phased street tree inventory. By working in partnership with the city, DRG was able to develop a five-year phased approach that allowed for the completion of five wards to be inventoried annually. This approach involved the data collection of approximately 18,000 trees per year with a grand total of almost 100,000 trees being inventoried. Upon completion of each ward, DRG also completed an Inventory Summary Report with a tree inventory analysis and i-Tree benefit information. This report facilitates better communication with each alderman as to what the tree condition is in their respective ward. Upon completion of each ward, Davey delivers the data into the city's CityWorks system which enables the city to have a complete street tree inventory.

**Client: City of Brentwood, Missouri**

**Contact: Eric Gruenenfelder, 314.963.8681**

**Project: On-Call Supportive Urban Forest Tree Care Services**

DRG accepted a five-year contract to provide comprehensive urban forestry services to the City of Brentwood, Missouri. Davey first updated the combined street and park tree inventory and developed a forestry management plan that focussed on risk mitigation, critical deferred maintenance, increased species diversity, and proactive strategies to combat emerald ash borer. The city then relied on DRG for project support, including identifying priority removals and pruning, selecting and tagging trees in the field for replanting efforts, updating the TreeKeeper® inventory software, and coordinating Davey crews to complete requested work. Individual consults, advanced tree risk assessments, public outreach, and rapid emergency response are also included in the contracted services. Through this broad ongoing partnership, DRG can promptly respond to any tree related support needed to help the city officials achieve their urban forestry goals.

**Client: City of Grantwood Village, Missouri**

**Contact: Laura Yates, 314-609-2576**

**Project: Street and Park Tree Inventory with Report and Mapping**

DRG was selected, based on qualifications and cost, to perform a tree inventory of street and park trees, along with stumps, and vacant planting sites in the Grantwood Village in 2018. By working in partnership with the city, DRG was able to complete data collection of the entire community. Upon completion, DRG also completed a management plan with a tree inventory analysis, 5-year budgetary projections, and i-Tree benefit information. Additionally, a wall map and map booklet detailing site location and information was provided to the client.

**Client: City of Sedalia, Missouri**

**Contact: Elizabeth Nations, 660-827-3000**

**Project: 10-Year Street and Park Tree Inventory with Reports**

DRG has been selected annually, based on qualifications and cost, to perform multiple phases of tree inventory. By working in partnership with the city, DRG was able to develop a multi-year, phased approach that allowed for the completion of approximately 20% of the total population to be inventoried annually. This approach involved the data collection of approximately 1,800 trees per year with a grand total of almost 10,000 trees being inventoried. Upon completion, DRG also completed an Inventory Report with a tree inventory analysis and i-Tree benefit information.

**Client: City of Shrewsbury, Missouri**

**Contact: Beth Parker, 314-647-1811**

**Project: Street and Park Tree Inventory with Report**

DRG was selected, based on qualifications and cost, to perform a tree inventory of street and park trees and stumps in the City of Shrewsbury in 2019. By working in partnership with the city, DRG was able to complete data collection of the entire community. Upon completion, DRG also completed a management plan with a tree inventory analysis, 5-year budgetary projections, and i-Tree benefit information. Additionally, the city also received a free year of TreeKeeper® software with the inventory project.

**Client: City of Des Peres, Missouri**

**Contact: Brian Schaffer, 314-835-6150**

**Project: Street Tree Inventory**

DRG was selected, based on qualifications and cost, to perform a tree inventory of street trees and stumps in the City of Des Peres in 2019. By working in partnership with the city, DRG was able to complete data collection of the entire community's street tree population. Upon completion, the city received a free year of TreeKeeper® software with the inventory project.

**Client: City Maplewood, Missouri**

**Contact: Tiffany Hyde, 314-645-3600**

**Project: Street Tree Inventory**

DRG was selected, based on qualifications and cost, to perform a tree inventory of ROW trees and stumps in the City of Maplewood in 2020. By working in partnership with the city, DRG was able to complete data collection of the entire community's street tree population. Upon completion, the city received a free year of TreeKeeper® software with the inventory project and a summary of the inventory data.

## Appendix C

### Inventory Data Fields

1. **Location**—DRG identifies the location of each tree by the following attributes.
  - a. *Address*. House address.
  - b. *On Street*. The street the tree is physically found.
  - c. *Side*. The side of the house on which the tree stands in relation to the physical address.
  - d. X and Y coordinates in the desired format.
2. **Species**—DRG names trees by genus and species using both botanical and common names, and by cultivars where appropriate.
3. **Tree Size**—DRG’s urban foresters measure the diameter to the nearest inch in 1-inch size classes at 4½ feet above the ground, or diameter at breast height (DBH).
4. **Multi-Stem Tree**—DRG notes if a tree has multiple stems on trunks splitting less than 1 foot above ground level.
5. **Condition**—Staff consider signs of stress, poor structure, mechanical damage, soil and root problems, disease, and pests in the assessment of tree condition.
  - a. *Good*. A good tree shows no significant problems.
  - b. *Fair*. A fair tree has minor problems that may be corrected with time or corrective action.
  - c. *Poor*. A poor tree has significant problems that are irrecoverable.
  - d. *Dead*. A dead tree shows no sign of life.
6. **Primary Maintenance**—DRG assigns one of the following maintenance needs:
  - a. *Remove*. Trees recommended for removal have defects that cannot be practically or cost-effectively treated. Most trees in this category have a sizable percentage of dead crown.
  - b. *Prune*. Removal of one or more limbs to reduce risk, provide clearance, and restore the tree.
  - c. *Train*. Pruning of young or medium-aged trees to improve tree and branch architecture.
  - d. *Discretionary*. University City may opt to prune or manage the trees for health or aesthetic appearance.
7. **Risk Rating**—DRG evaluates risk and assigns a risk rating based on an assessment of the failure mode (i.e., branch, whole tree, codominant stem) with the most significant risk. The specified period for the risk assessment is one year. The risk part of this inventory and evaluation is to maintain compliance with the most recent standards and practices in the arboricultural industry. It is important to note that our inspections are “rapid assessments” and are meant to show a need for further study, and thus are not legally binding in any litigation.

DRG used the following criteria and matrices, based on the *International Society of Arboriculture Best Management Practices - Tree Risk Assessment*, Second Edition (E. Thomas Smiley, Nelda Matheny, and Sharon Lilly 2017), to arrive at a risk rating.

- a. *Likelihood of Failure*. Identifies the most probable failure and rates the likelihood that structural defect(s) will result in failure based on observed current conditions.
- b. *Likelihood of Impacting a Target*. The rate of occupancy of targets within the target zone and any factors that could affect the failed tree as it falls towards the target.
- c. *Consequences of Failure*. The consequences of tree failure are based on the level of target and potential harm that may occur. Consequences can vary depending on the size of the defect, a distance of fall for the tree or limb, and any other factors that may protect a target from harm. Target values are subjective, but DRG staff try to assess them from our client's perspective.

As shown in the matrix below, the likelihood of failure and the likelihood of target determine the likelihood of tree failure impacting a target.

| Likelihood of Failure | Likelihood of Impacting Target |                 |                 |                 |
|-----------------------|--------------------------------|-----------------|-----------------|-----------------|
|                       | Very Low                       | Low             | Medium          | High            |
| Imminent              | Unlikely                       | Somewhat likely | Likely          | Very likely     |
| Probable              | Unlikely                       | Unlikely        | Somewhat likely | Likely          |
| Possible              | Unlikely                       | Unlikely        | Unlikely        | Somewhat likely |
| Improbable            | Unlikely                       | Unlikely        | Unlikely        | Unlikely        |

DRG's urban foresters estimate the risk rating by combining the likelihood of tree failure impacting a target and the consequences of failure in the matrix below. Risk ratings are Low, Moderate, High, and Extreme. A Low Risk tree poses a low overall level of risk. A Moderate Risk tree may pose some threat, particularly during storm events or unusual weather. A High Risk tree presents a high likelihood of tree or tree part failure, even during normal weather conditions. An Extreme Risk tree always poses a significant risk and probability of failure.

| Likelihood of Failure | Consequences |          |             |          |
|-----------------------|--------------|----------|-------------|----------|
|                       | Negligible   | Minor    | Significant | Severe   |
| Very likely           | Low          | Moderate | High        | Extreme  |
| Likely                | Low          | Moderate | High        | High     |
| Somewhat likely       | Low          | Low      | Moderate    | Moderate |
| Unlikely              | Low          | Low      | Low         | Low      |

Even though trees may pose multiple risks at once, DRG assigns one risk rating to each tree during the inventory process. The risk rating serves only as a prioritization mechanism and is not a guarantee; University City must determine the level of acceptable risk.

- 8. **Risk Assessment Complete**—Staff record if they are not able to complete the assessment due to obstructions, safety concerns, or other unforeseen site conditions.

9. **Residual Risk**—DRG estimates residual risk as None, Moderate, High, or Extreme for each inventoried tree, assuming that the recommended maintenance was carried out. DRG based residual risk solely on professional judgment, and our assessment of residual risk is not a guarantee or warranty of risk reduction.
10. **Observations**—DRG identifies the conditions which indicate the presence of structural defects recording only the most significant condition and limit conditions to the following:
  - a. Dead and dying branches.
  - b. Broken and/or hanging branches.
  - c. Branch attachment (adventitious, codominant, multiple, overextended).
  - d. Trunk condition (canker, bulges, ridges).
  - e. Cracks.
  - f. Decay or cavity (large trunk wound).
  - g. Tree architecture (lean, bows, taper, live crown ratio).
  - h. Root problem (dead, decayed, missing, abnormal, girdling, lack of flare).
  - i. Sidewalk conflicts.
11. **Further Inspection**—Trees in this category need added and future inspections due to a variety of issues beyond the scope of a standard tree inventory. Categories for further inspection include:
  - a. Annual inspection (e.g., a tree with a defect requiring annual monitoring).
  - b. Recent damage inspection (e.g., a healthy tree affected by recent construction or other damage).
  - c. Advanced risk assessment (e.g., a tree with a defect needing added or specialized equipment for investigation).
  - d. Insect/disease monitoring (e.g., a tree that appears to have an emerging insect or disease problem).
  - e. None.
12. **Clearance Requirements**—For each tree, DRG records if clearance requirements are met:
  - a. None present
  - b. Pedestrians
  - c. Signs
  - d. Traffic control
  - e. Utility
  - f. Building
13. **Date of Inventory**—The date the DRG urban forester collected the data.

## Appendix D

### Limited Warranty

Davey Resource Group, Inc. (“DRG”) provides this limited warranty (“Limited Warranty”) in connection with the provision of services by DRG (collectively the “Services”) under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the “Agreement”).

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the “Warranty Period”), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation (“Observational Data”) of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, “Subjects”), the Observational Data will pertain only to the specific point in time it is collected (the “Time of Collection”). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, “Changes”]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG’s guidance on your permitting and license requirements, DRG’s guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, “Source Information”). DRG assumes

the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty. You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.







**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

|                                      |                |
|--------------------------------------|----------------|
| NUMBER:<br><i>For City Clerk Use</i> | CA-20210913-11 |
|--------------------------------------|----------------|

|   |             |  |         |
|---|-------------|--|---------|
| SUBJECT/TITLE:<br>Tub Grinding Contract   |             |  |         |
| REQUESTED BY:<br>Darren Dunkle  |             | DEPARTMENT or WARD<br>Parks, Recreation & Forestry |         |
| AGENDA SECTION:   | Consent     | CAN ITEM BE RESCHEDULED?                           | yes     |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:<br>Move to approve the agreement with Agricycle, Inc. and authorizes the City Manager to execute the contract contained in Council's packet. |             |  |         |
| FISCAL IMPACT:<br>\$18,900.00   |             |  |         |
| AMOUNT:   | \$18,900.00 | ACCOUNT No.:                                       | 12-3380 |
| FROM FUND:  | na          | TO FUND:   | na      |
| EXPLANATION:<br>Tub Grinding of materials from the summer storm. Since this was not a planned or budgeted expenditure funds for this service would come from the Parks Sales Tax Reserve Fund.    |             |  |         |

|  |
|--|
| STAFF COMMENTS AND BACKGROUND INFORMATION:<br>The City advertised for bids for the tub grinding of materials on the City's website as well as emailed the information to several companies. Two (2) companies responded to the bid request and agreed to provide services per the specifications: Agricycle, Inc. \$18,900.00 and Hansen's Tree Service \$19,750.00. |
|--|

|  |    |
|--|----|
| CIP No.  | na |
| RELATED ITEMS / ATTACHMENTS:<br>1. Contract<br>2. Bid Tabulation |    |

|                                    |
|------------------------------------|
| LIST CITY COUNCIL GOALS (S):<br>na |
|------------------------------------|

|                         |                            |               |           |
|-------------------------|----------------------------|---------------|-----------|
| RESPECTFULLY SUBMITTED: | City Manager, Gregory Rose | MEETING DATE: | 9/13/2021 |
|-------------------------|----------------------------|---------------|-----------|



## 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 Agricycle, Inc., a Missouri Company with offices at 39 Old Elam Avenue, Valley Park, Missouri 63088 (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to proceed with PRF 22-04 Tub Grinding 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:

Eighteen Thousand Nine Hundred Dollars (\$18,900.00)

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. If 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

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 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: \_\_\_\_\_

TUB GRINDING PROJECT PRF 22-04

BID TABULATION 8/13/21

| Company               | Total Bid   |
|-----------------------|-------------|
| Agricycle, Inc.       | \$18,900.00 |
| Hansen's Tree Service | \$19,750.00 |
|                       |             |
|                       |             |
|                       |             |
|                       |             |
|                       |             |
|                       |             |
|                       |             |
|                       |             |
|                       |             |
|                       |             |

THE CITY INTENDS TO AWARD THE BID TO THE MOST RESPONSIVE, RESPONSIBLE BIDDER SUBMITTING THE LOWEST BEST BID. THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND TO WAIVE ANY IRREGULARITIES IN THE BEST INTEREST OF THE CITY.

**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**



|   |                       |
|---|-----------------------|
| <b>NUMBER:</b><br><i>For City Clerk Use</i> | <b>CA-20210913-12</b> |
|---|-----------------------|

|  |                            |  |                    |
|--|----------------------------|--|--------------------|
| <b>SUBJECT/TITLE:</b><br>Annual Renewal with the City of Chesterfield on behalf of the St. Louis APWA Salt Cooperative (Co-op) for Road Salt Purchase and Delivery   |                            |  |                    |
| <b>REQUESTED BY:</b><br>Sinan Alpaslan   |                            | <b>DEPARTMENT / WARD</b><br>Public Works/All Wards |                    |
| <b>AGENDA SECTION:</b>   | Consent Agenda             | <b>CAN ITEM BE RESCHEDULED?</b>                    | No                 |
| <b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b><br>City Council authorize City Manager to purchase de-icing road salt from the City of Chesterfield for \$30,834.00 to be delivered/hailed by Beelman Logistics, LLC for \$8,268.00 with both services provided under the City of Chesterfield Salt Co-op per 2021-22 rates. |                            |  |                    |
| <b>FISCAL IMPACT:</b><br>Budgeted operational expenditure in FY2022 at \$50,000.   |                            |  |                    |
| <b>AMOUNT:</b>   | \$39,102.00                | <b>ACCOUNT No.:</b>                                | 01-40-32_7210      |
| <b>FROM FUND:</b>  | General Revenue            | <b>TO FUND:</b>                                    |                    |
| <b>EXPLANATION:</b><br>600 tons total purchase at \$51.39 for material = \$30,834.00<br>600 tons total purchase at \$13.78 for delivery (tandem truck) = \$8,268.00  |                            |  |                    |
| <b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b><br>The road salt is for anti-icing and de-icing usage for snow-ice control in the winter of 2021-22.   |                            |  |                    |
| <b>CIP No.</b>   |                            |  |                    |
| <b>RELATED ITEMS / ATTACHMENTS:</b><br>Salt Co-op Information  |                            |  |                    |
| <b>LIST CITY COUNCIL GOALS (S):</b><br>Maintain infrastructure in safe condition.  |                            |  |                    |
| <b>RESPECTFULLY SUBMITTED:</b>   | City Manager, Gregory Rose | <b>MEETING DATE:</b>                               | September 13, 2021 |



690 Chesterfield Pkwy W • Chesterfield MO 63017-0760  
Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

June 14, 2021

«Contact\_Name»

«Name\_of\_City»

«Address»

«City2», «State» «Zip»

Re: St. Louis Metro APWA Salt Cooperative (Co-op) – 2021/2022 Order

Dear Co-op Salt Participant:

As you may know, the City of Chesterfield coordinates the purchase and delivery of deicing salt for all members of the St. Louis Metro APWA Salt Cooperative (Co-op). The Co-op is currently comprised of 49 cities and 8 school districts which combine their purchasing power to obtain the best price possible for deicing salt.

The salt purchase for the coming winter through the Co-op will soon be underway. The salt provider (Compass Minerals) has agreed to hold their prices from the 2021 winter season rate at \$51.39 per ton. The City of Chesterfield City Council approved the use of Compass Minerals for the 2021/2022 winter season at its June 7, 2021 City Council meeting. The hauler (Beelman Logistics LLC) would not agree to hold its prices from last year. Because Beelman was the only bidder who would accommodate salt from Compass, I chose to negotiate with Beelman instead of re-bidding. The negotiated rates, which include a twelve percent increase on 2020/2021 costs, are attached. The City of Chesterfield City Council approved the negotiated rate with Beelman at its June 7, 2021 City Council meeting. If you desire to participate in the Co-op again in 2021/2022, please proceed as follows:

- 1) **Please complete the attached SALT REQUEST FORM and return by mail, email or fax to Kathy Juergens at [kjuergens@chesterfield.mo.us](mailto:kjuergens@chesterfield.mo.us) or 636-537-4796 (Fax) by WEDNESDAY, AUGUST 18, 2021.** Please complete the form in its entirety, and remember that it takes a minimum of six weeks for a barge to be loaded and travel up river. Plan ahead. We cannot adjust schedules or quantities once salt is ordered. Generally, we will follow our past practice of salt purchases near the beginning and the end of the snow season. Early deliveries will likely occur before the snow season starts. **Please note the minimum order is 25 tons. You may request less than 25 tons; however, your delivery fee will be based on 25 tons.** Once ordered, the salt is on its way and you must be prepared to accept it when it is delivered. This means you must commit to having personnel available to receive salt whenever it is scheduled. This may require premium, overtime or holiday pay. We do not control the date of delivery and will not pay demurrage.
- 2) **Submit a purchase order to the City of Chesterfield for the total proposed amount of salt ordered by August 18, 2021.** As mentioned above, the rate for the fall delivery and winter delivery will be \$51.39 per ton. Please multiply your order by \$51.39 per ton to obtain the amount of the purchase order. Prior to placing your order, we must receive a purchase order to the City of Chesterfield in the extended amount from your respective agency by the August



**18, 2021 deadline. If we do not receive a purchase order by that date, your salt order will not be placed. The purchase order should be mailed, emailed, or faxed to:**

**City of Chesterfield, Attn: Kathy Juergens  
690 Chesterfield Parkway West  
Chesterfield, MO 63017  
Fax: 636-537-4796, Phone 636-537-4762,  
E-mail: kjuergens@chesterfield.mo.us**

- 3) Submit a purchase order to Beelman Logistics LLC for the delivery of the proposed amount of salt by August 18, 2021. The delivery rate varies depending upon where your municipality is located. For your convenience, a table showing the rate for your municipality is attached. Please multiply your salt order by the delivery rate for your municipality to obtain the amount of the purchase order for delivery. Prior to placing your order, Beelman must receive a purchase order in the extended amount from your respective agency. Although the City of Chesterfield has coordinated the bid, your agency is individually contracting with Beelman Logistics LLC for this portion of the work. It is your responsibility to execute a purchase order with Beelman Logistics LLC for the unloading, hauling, and delivery of salt to your storage facility. If Beelman does not receive a purchase order by the August 18, 2021 deadline, your salt order will not be placed. Again, please plan ahead and allow sufficient time for the receipt of your purchase order. Purchase orders to Beelman should be sent to:**

**Beelman Logistics LLC, Attn: Sue Malick  
One Racehorse Dr.  
E St Louis, IL 62205  
Fax: 618-646-5431, Phone: 618-646-5331  
E-mail: suem@beelman.com**

If you have changed the delivery location for salt, please contact Sue Malick at Beelman and let her know.

Each year, we remind the participating municipalities that the contract does not allow demurrage for the salt shipments. As such, each municipality must commit to receiving salt when it is delivered. It may arrive on a weekend, a holiday and may require overtime. **IF YOU ARE NOT PREPARED TO ACCEPT DELIVERIES WHENEVER THEY ARRIVE, DO NOT ORDER THROUGH THE CO-OP.** We have no ability to reschedule or delay deliveries unless you are willing to pay the demurrage charges on the barges. If you have any questions, please contact Kathy Juergens at 636-537-4762.

The City of Chesterfield coordinates the Co-op at no cost to the members. We only ask that you adhere to the deadlines and provide a timely response. If you do not want to participate this year, please simply call or email us. **If a member does not respond by the August 18, 2021 deadline, we will send only one reminder and then proceed with the order.**

Sincerely,



James A. Eckrich, P.E.  
Public Works Director/City Engineer

Enclosures

| CITY               | TANDEM | TOTAL TONS | 2021 QUOTA | MONTH   | 2022 QUOTA | MONTH   | 2021           | 2022           | Purchase Order to Chesterfield | 2021/2022         | Purchase         |
|--------------------|--------|------------|------------|---------|------------|---------|----------------|----------------|--------------------------------|-------------------|------------------|
|                    |        |            |            |         |            |         | Unit Cost Salt | Unit Cost Salt |                                | Unit Cost Hauling | Order to Beelman |
| Arnold             |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$10.57           | \$0.00           |
| Ballwin            |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$11.50           | \$0.00           |
| Bel-Nor            |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$9.89            | \$0.00           |
| Bel-Ridge          | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$14.77           | \$0.00           |
| Berkeley           | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$15.11           | \$0.00           |
| Black Jack         | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$14.77           | \$0.00           |
| Breckenridge Hills | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$14.27           | \$0.00           |
| Brentwood          |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$9.92            | \$0.00           |
| Bridgeton          |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$10.57           | \$0.00           |
| Charlack           | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$15.39           | \$0.00           |
| Chesterfield       |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$12.24           | \$0.00           |
| Clayton            |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$9.26            | \$0.00           |
| Cool Valley        | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$15.00           | \$0.00           |
| Crestwood          |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$10.02           | \$0.00           |
| Creve Coeur        |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$10.35           | \$0.00           |
| Des Peres          |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$10.38           | \$0.00           |
| Ellisville         |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$12.62           | \$0.00           |
| Fairview Heights   |        | 0          | 0          | Nov/Dec | 0          | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$9.21            | \$0.00           |
| Fenton             |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$10.76           | \$0.00           |
| Ferguson           |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$9.45            | \$0.00           |
| Frontenac          | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$16.06           | \$0.00           |
| Glendale           |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$9.82            | \$0.00           |
| Green Park         |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$9.08            | \$0.00           |
| Greendale          |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$9.82            | \$0.00           |
| Hazelwood          |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$9.82            | \$0.00           |
| Ladue              |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$9.89            | \$0.00           |

| CITY                                | TANDEM | TOTAL TONS | 2021 QUOTA | MONTH   | 2022 QUOTA | MONTH   | 2021           | 2022           | Purchase Order to Chesterfield | 2021/2022 Unit Cost Hauling | Purchase Order to Beelman |
|-------------------------------------|--------|------------|------------|---------|------------|---------|----------------|----------------|--------------------------------|-----------------------------|---------------------------|
|                                     |        |            |            |         |            |         | Unit Cost Salt | Unit Cost Salt |                                |                             |                           |
| Manchester                          |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$11.50                     | \$0.00                    |
| Maplewood                           | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$14.49                     | \$0.00                    |
| Maryland Heights                    |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$10.57                     | \$0.00                    |
| Normandy                            | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$14.10                     | \$0.00                    |
| Northwoods                          | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$13.48                     | \$0.00                    |
| Olivetite                           | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$15.44                     | \$0.00                    |
| Overland                            | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$15.78                     | \$0.00                    |
| Pagedale                            | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$15.39                     | \$0.00                    |
| Pine Lawn                           |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$9.32                      | \$0.00                    |
| Richmond Heights                    |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$9.73                      | \$0.00                    |
| Rock Hill                           | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$14.77                     | \$0.00                    |
| St. Ann                             |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$10.01                     | \$0.00                    |
| St. John                            | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$15.11                     | \$0.00                    |
| St. Peters                          |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$12.80                     | \$0.00                    |
| Shrewsbury                          |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$9.45                      | \$0.00                    |
| Sunset Hills                        | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$16.12                     | \$0.00                    |
| Town and Country                    |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$10.76                     | \$0.00                    |
| University City                     | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$13.78                     | \$0.00                    |
| Vinita Park                         | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$15.49                     | \$0.00                    |
| Webster Groves                      |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$9.64                      | \$0.00                    |
| Wildwood                            | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$20.82                     | \$0.00                    |
| Winchester                          |        | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$12.24                     | \$0.00                    |
| Woodson Terrace                     | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$16.73                     | \$0.00                    |
| Ferguson Florissant School District | X      | 0          |            | Nov/Dec | 0          | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$14.10                     | \$0.00                    |
| Francis Howell School District      | X      | 0          |            | Nov/Dec | 0          | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$18.08                     | \$0.00                    |

| CITY                           | TANDEM | TOTAL TONS | 2021 QUOTA | MONTH   | 2022 QUOTA | MONTH   | 2021           | 2022           | Purchase Order to Chesterfield | 2021/2022         | Purchase         |
|--------------------------------|--------|------------|------------|---------|------------|---------|----------------|----------------|--------------------------------|-------------------|------------------|
|                                |        |            |            |         |            |         | Unit Cost Salt | Unit Cost Salt |                                | Unit Cost Hauling | Order to Beelman |
| Kirkwood School District       | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$15.11           | \$0.00           |
| Lindbergh School District      | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$15.16           | \$0.00           |
| Parkway School District        | X      | 0          | 0          | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$18.88           | \$0.00           |
| Pattonville School District    | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$16.28           | \$0.00           |
| Rockwood School District       | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$17.85           | \$0.00           |
| Webster Groves School District | X      | 0          |            | Nov/Dec |            | Jan/Feb | \$51.39        | \$51.39        | \$0.00                         | \$14.10           | \$0.00           |
|                                |        | TONS       |            |         |            |         |                |                |                                |                   |                  |



**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

|   |                       |
|---|-----------------------|
| <b>NUMBER:</b><br><i>For City Clerk Use</i> | <b>CA-20210913-13</b> |
|---|-----------------------|

**SUBJECT/TITLE:**  
Stormwater Master Plan Consulting Services Agreement

|  |  |
|--|--|
| <b>REQUESTED BY:</b><br>Sinan Alpaslan | <b>DEPARTMENT / WARD</b><br>Public Works/All Wards |
|--|--|

|  |  |
|--|--|
| <b>AGENDA SECTION:</b><br>Consent Agenda | <b>CAN ITEM BE RESCHEDULED?</b><br>Yes |
|--|--|

**CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:**  
Approval to enter into agreement with HR Green-Reitz&Jens for consulting services.

**FISCAL IMPACT:**  
Funds formerly carried over under 14-Park and Stormwater Sales Tax Fund for procurement of consulting services for a stormwater master plan.

|                                |                                      |
|--------------------------------|--------------------------------------|
| <b>AMOUNT:</b><br>\$168,880.00 | <b>ACCOUNT No.:</b><br>14-40-90_8100 |
|--------------------------------|--------------------------------------|

|   |                 |
|---|-----------------|
| <b>FROM FUND:</b><br>Park and Stormwater Sales Tax Fund | <b>TO FUND:</b> |
|---|-----------------|

**EXPLANATION:**  
\$170,000 in funding was available in the committed fund reserves as a result of the financial action approved by Resolution 2020-4 for stormwater master plan and projects after the expenditures for flooding early warning system and data collection.

**STAFF COMMENTS AND BACKGROUND INFORMATION:**  
The consultant team was selected following a qualifications-based selection process that began in March of 2021. Three shortlisted firms were interviewed by a panel consisting of three interdepartmental staff members and HR Green-Reitz&Jens team was recommended for selection to the Commission on Stormwater Issues (copy of staff Memo attached). This Commission concurred with the selection recommendation at their special meeting on June 1, 2021 and staff negotiated the attached contract for services.

|                |  |
|----------------|--|
| <b>CIP No.</b> |  |
|----------------|--|

**RELATED ITEMS / ATTACHMENTS:**

- 1) Copy of Resolution 2020-4 for funding approval
- 2) Copy of staff Memo to Commission on Stormwater Issues dated May 28, 2021
- 2) Copy of draft Professional Services Agreement for Stormwater Master Plan

**LIST CITY COUNCIL GOALS (S):**  
Develop Stormwater Master Plan for University City

|  |  |
|--|--|
| <b>RESPECTFULLY SUBMITTED:</b><br>City Manager, Gregory Rose | <b>MEETING DATE:</b><br>September 13, 2021 |
|--|--|



*Resolution 2020 - 4*

*A Resolution Approving the Committed Fund Reserves*

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of University City, Missouri, that the City Council directs the fund reserves to be committed to and applied to items previously budgeted in FY 2020 and previous years but were not spent.

**BE IT FURTHER RESOLVED** that the City Council directs the fund reserves to be committed to and applied to the following items:

**Committed:**

**General Fund:**

|                          |    |               |
|--------------------------|----|---------------|
| Dog Park Pavilion        | \$ | 21,000        |
| Amkus Extrication Tools  |    | 16,000        |
| Oxygen Generation System |    | 24,000        |
|                          | \$ | <u>61,000</u> |

**Public Safety Sales Tax Fund:**

|                               |    |               |
|-------------------------------|----|---------------|
| Police Vehicles and Equipment | \$ | <u>62,000</u> |
|-------------------------------|----|---------------|

**Economic Development Retail Sales Tax Fund:**

|                                     |    |                |
|-------------------------------------|----|----------------|
| Delmar Blvd Tree Grates             | \$ | 30,000         |
| Olive Blvd Sidewalk Replacements    | \$ | 42,500         |
| Olive Blvd Master Plan              | \$ | 100,000        |
| Economic Development Strategic Plan | \$ | 48,000         |
|                                     | \$ | <u>220,500</u> |

**Capital Improvement Sales Tax Fund:**

|                                  |    |                |
|----------------------------------|----|----------------|
| City Facilities Improvements     | \$ | 200,000        |
| Canton Avenue Fence Improvements |    | 65,000         |
|                                  | \$ | <u>265,000</u> |

**Parks and Stormwater Sales Tax Fund:**

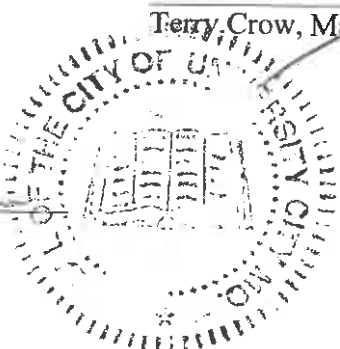
|                                   |    |                |
|-----------------------------------|----|----------------|
| Stormwater Master Plan & Projects | \$ | 200,000        |
| Centennial Commons Painting       |    | 114,000        |
|                                   | \$ | <u>314,000</u> |

Adopted this 22nd day of June, 2020

  
Terry Crow, Mayor

Attest:

  
LaRette Reese, City Clerk





## Council Agenda Item Cover

---

**MEETING DATE:** June 22, 2020  
**AGENDA ITEM TITLE:** Committed Fund Reserves for Various Funds  
**AGENDA SECTION:** New Business - Resolution  
**CAN THIS ITEM BE RESCHEDULED:** No

---

### **BACKGROUND REVIEW:**

This resolution approves the committed fund reserves.

### **Funds**

Various programs and projects were earmarked or in progress at the end of FY 2020. These programs / projects were budgeted in FY 2020; however, the funds were not spent completely. Funds were budgeted in the General, Public Safety Sales Tax, Economic Development Retail Sales Tax, Capital Improvement Sales Tax and Parks and Stormwater Sales Tax. Therefore, these funds are needed to be committed to cover all expenditures incurred in FY 2021 when the continued programs / projects are completed.

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



**MEMORANDUM  
DEPARTMENT OF PUBLIC WORKS**

---

**TO:** Todd Thompson, Chairman – Commission on Storm Water Issues  
**FROM:** Sinan Alpaslan, Director of Public Works, Staff Liaison to Commission  
**DATE:** May 28, 2021  
**RE:** Evaluation of submittals in response to Requests for Qualifications (RFQ) for Stormwater Master Plan – Selection Recommendation

---

Staff evaluation interview panel completed their review along with the interviews of the shortlisted firms (listed below) in the work week of Monday, May 3.

- 1) HR Green-Reitz&Jens
- 2) EDM Incorporated
- 3) Intuition&Logic-AMPM Consulting

Staff comments for each interview are as follows: (the consultants are listed starting with the group scoring the highest average points (see attachment) per the evaluation of all submitters' statements of qualifications. The strengths offered by each group are then listed):

HR Green-Reitz&Jens:

- Strong understanding of problems and concerns in rather densely urbanized communities such as University City and knowledge of effective methods to advance solution proposals within the municipal processes.
- Proven ability to manage a wide range of stakeholders and sources of data in beneficial manner to studies of similar scope.
- Balanced economical approach to the master planning work with demonstrated interest in University City's community objectives as included in the Request for Qualifications (RFQ) document (see attachment).

EDM Incorporated:

- Good municipal experience with the development and later implementation of a construction improvements program for stormwater.
- On-the-ground ability to solve general stormwater problems and meet community objectives with flexibility to adjust guiding policy as needed.
- Emphasis on maintenance for good performance as well as additional benefits such as Community Rating System (CRS) designation.

**Intuition&Logic-AMPM Consulting:**

- Well-developed method for study work proposing specific committees for additional input and analysis.
- Robust public involvement and program management models for buy-in.
- Practical design experience with good track record of implementation.

The consultant interviews process has added more depth into staff panel's qualification of the best candidate for the stormwater master planning work in University City. Overall, we feel that the leading group has not changed after the interview process, but the ranking of the 2<sup>nd</sup> and 3<sup>rd</sup> consulting groups has switched making the Intuition&Logic-AMPM Consulting the 2<sup>nd</sup> in the ranking.

HR Green-Reitz&Jens group offers the best approach and background/experience to handle the stormwater master planning task and recommended by staff for selection. Intuition&Logic-AMPM Consulting is the next best candidate bringing forward an expansive and well thought-out method. EDM Incorporated is our third choice at the current level of University City's stormwater management efforts and is likely a strong candidate to assist the City's future capital improvement program work once a master plan has been established.

I'd recommend that the Commission evaluate the staff analysis as outlined above and make a motion to forward a recommendation to City Council in the matter. Based on this action, staff will work with the recommended consulting group to negotiate a services contract and propose that for approval. The possible remaining Fiscal Year 2021 regular Council meeting dates for this action are: June 14, and June 28.

Please advise of any comments and revisions to this plan as the Commission deems necessary for the Stormwater Master Plan consultant evaluation and selection.

Attachments: Documents used in consultant evaluation



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Stormwater Master Plan  
For  
University City, Missouri**

Sinan Alpaslan, PE, Director of Public Works  
City of University City  
6801 Delmar Boulevard  
University City, MO 63130  
314.505.8572

Garry Aronberg, PE, CFM  
Senior Engineer  
HR Green, Inc.  
16020 Swingley Ridge Road Suite 205  
Chesterfield, MO, 63017  
191803

September 3, 2021

## **TABLE OF CONTENTS**

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS



THIS **AGREEMENT** is between CITY OF UNIVERSITY CITY (hereafter "CLIENT" or "CITY") and HR GREEN, INC. (hereafter "COMPANY").

## **1.0 Project Understanding**

### **1.1 General Understanding**

The City of University City has identified stormwater problems in yards, streets, and basements involving ponding, flooding, and erosion. The problems range from occasional nuisances to frequent, expensive damage to houses and public facilities and to loss of life. The management of these problems will involve a great deal of money. Further, the responsibility for stormwater management is divided among several agencies: Metropolitan St. Louis Sewer District (MSD), St. Louis County Highway Department, Missouri Department of Transportation (MoDOT), the City of University City, and individual property owners. Therefore, the CITY desires to develop a community-based Stormwater Master Plan that identifies the stormwater problems, identifies stormwater projects, prioritizes the projects, and identifies funding sources. Further, the Plan should serve as the basis for grant applications and coordination with other agencies for joint management of stormwater problems.

### **1.2 Design Criteria/Assumptions**

The services provided by COMPANY will generally conform to the following standards and assumptions:

- Topographic data will be based on available Light Detection and Ranging (LiDAR) data and MSD basemap information.
- Property line and right-of-way lines will be based on Geographic Information System (GIS) data from St. Louis County records and East-West Gateway Council of Governments (EWGCOG) records.
- Impervious areas will be based on MSD GIS records.
- Aerial photographs will be obtained from EWGCOG records.
- Evaluations will be consistent with applicable MSD standards.
- Engineer's Opinion of Probable Construction Cost (OPC) will be based on historical costs and COMPANY'S experience.
- Cost of property acquisition will be based on appraised value shown in St. Louis County Assessor's data on St. Louis County's GIS system. To account for closing and relocation costs, a multiplier will be applied based on recent CITY experience.
- No warranty, either expressed or implied, is given by COMPANY as to the accuracy of the cost opinions provided.

## **2.0 Scope of Services**

See Exhibit A



### **3.0 Deliverables and Schedules Included in this Agreement**

See Exhibit A

### **4.0 Items not included in Agreement/Supplemental Services**

The following items are not included as part of this AGREEMENT:

- Preparation of FEMA letters of map revision or conditional letter of map revisions;
- City-wide hydrologic or hydraulic modeling;
- Preparation of grant applications;
- Preparation of bidding and construction documents;
- Meetings other than detailed in Exhibit A;
- Property acquisition documents or property acquisitions negotiations;
- Land surveys
- Topographic surveys;
- Geotechnical borings or analysis
- Payment of deposits;
- Construction observations.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

### **5.0 Services by Others**

Reitz and Jens, Inc. will serve as a subconsultant to the COMPANY.

### **6.0 Client Responsibilities**

The following items are CLIENT responsibilities:

- Set-up and operation of a Stormwater Planning web site;
- Mailing of stormwater concern form;
- Transfer to COMPANY CLIENT's stormwater records germane to stormwater master planning.

### **7.0 Professional Services Fee**

#### **7.1 Fees**

- 7.2 The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable



reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate, if less) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

### 7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

### 7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

### 7.5 Payment

The CLIENT AGREES to pay COMPANY as detailed in Exhibit A.



## 8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

### 8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

### 8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request in writing that COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

### 8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

### 8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) calendar days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

### 8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

### 8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and for General Liability and Automobile claims for bodily injury, death, or property damage, and for Professional Liability insurance claims for the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

### 8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not





terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination.

8.8 Waiver

A waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Missouri without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Missouri.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.



#### 8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom to the fullest extent permitted by law.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

#### 8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees, to the fullest extent permitted by law, to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

#### 8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

#### 8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall



submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

#### 8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

#### 8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to the fullest extent permitted by law, to waive all claims against the COMPANY, its consultants, agents, and employees from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

#### 8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

#### 8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere,



or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

#### 8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

#### 8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. The CLIENT and COMPANY further agree that the CLIENT'S aggregate liability to the COMPANY under this AGREEMENT shall not exceed \$50,000, or the COMPANY'S total fee for services rendered on this project, whichever is greater.

#### 8.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

- Failure to obtain the required release rate;
- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;
- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;



- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required COMPANY will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through COMPANY nor are their fees included as part of this AGREEMENT. COMPANY will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. COMPANY may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. COMPANY may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will COMPANY accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction and shall, to the fullest extent permitted by law defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

#### 8.31 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

#### 8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.



Sincerely,

HR GREEN, INC.

Garry Aronberg

Author Name

Approved by:

Printed/Typed Name: Ajay Jain

Title: Practice Leader, Water Date:

CLIENT NAME

Accepted by:

Printed/Typed Name:

Title: Date:



## EXHIBIT A

### **Stormwater Master Plan For City of University City, Missouri**

#### **SCOPE, DELIVERABLES, SCHEDULE, FEE**

September 3, 2021

## **SCOPE**

### **1. Phase I, Data Collection and Analysis to Identify Stormwater Problems**

#### **1.1. Kickoff Meeting**

The COMPANY will meet with the CLIENT's representatives to clarify communication channels, schedule, and identify CITY data needed by COMPANY.

#### **1.2. Public Engagement**

In coordination with the CLIENT, the COMPANY will participate in public engagement to identify stormwater problems not previously identified by the CLIENT. The COMPANY will provide the following public engagement services:

- 1.2.1. Develop a stormwater concern form in coordination with the CLIENT. The CLIENT will distribute the form by mail. Responses to the concern form may be returned to the CLIENT by mail and by Internet services.
- 1.2.2. Participate in up to three evening open house meetings. Two of the meetings will be to receive the public's stormwater complaints, stormwater concerns, and stormwater observations. One of the meetings will be to report the Phase I results and to receive additional public comments. During each of the open houses, the COMPANY will provide six engineers or scientists to staff information tables to receive information from the public. The company will provide maps and information collection aids. The CLIENT will publicize the meetings and provide the meeting space.
- 1.2.3. Set-up and operate a telephone call-in service to receive information from the public. The call-in service will be a message-based service operated for a two-month period. The COMPANY will review the messages once per week and return appropriate calls.
- 1.2.4. Assist the CLIENT with Web page development by providing a background map and a list of questions.
- 1.2.5. The COMPANY will incorporate data from public engagement into the problem database.

### 1.3. Gather and Evaluate Data

In addition to gathering public engagement data as described above, the COMPANY will gather additional data and evaluate data as detailed below:

- 1.3.1. For review and evaluation by the COMPANY, the CLIENT will provide City's complaint records, stormwater documents previously prepared by United States Army Corps of Engineers (USACE), City Staff, City Council, City Commissions, and City Task Force.
- 1.3.2. The COMPANY will gather additional germane data from MSD complaint data and reports, EWGCOG, MoDOT, St. Louis County, and Flood Emergency Management Agency (FEMA).
- 1.3.3. Where the data described above in Sections 1.2 and 1.3 is insufficient to determine the type of stormwater problem, the COMPANY will visit stormwater problem sites or telephone respondents to determine the nature of upland and riverine stormwater problems.
- 1.3.4. The COMPANY will evaluate the data identified above in Sections 1.2 and 1.3. The COMPANY will prepare maps that delineate watersheds, drainage flow paths, FEMA floodplains, FEMA floodways, storm and combined sewers mapped by MSD, and show the stormwater problems identified in the data above and listed again below:
  - Public engagement;
  - City's complaint records;
  - Reports prepared for the CITY by USACE, City Staff, City Council, City Commissions, and City Task Force;
  - Complaints and reports from MSD;
  - Reports from EWGCOG, MoDOT, and St. Louis County;
  - FEMA.

These maps will also show concentrations of problems (heat maps) and will serve as a basis for Phase II, Prioritization of Stormwater Projects.

- 1.4. In coordination with the CLIENT, the COMPANY will develop a definition of public and private stormwater problems.

## 2. Phase II, Conceptual Development & Prioritization of Stormwater Projects

### 2.1. Prioritization Method

In coordination with the CLIENT, the COMPANY will develop prioritization methods for Stormwater Capital Projects and stormwater Operation and Maintenance (O&M) projects. The methods will include a conceptual project cost procedure and a benefit point system based on MSD's system.



## 2.2. Conceptualize & Prioritize Projects.

- 2.2.1. The COMPANY will evaluate the stormwater problems identified in Phase I to consolidate them into specific stormwater projects. The number of projects is unknown currently. However, The COMPANY anticipates that there may be 40 unique upland and at least 4 riverine Stormwater Projects.
- 2.2.2. Although more than 10 projects will be identified, the COMPANY will study in detail only 10 projects for the base contract. The ten projects will be selected in coordination with the CLIENT. The CLIENT can authorize the study of additional projects as an add alternate to the base contract. For the detailed study of Stormwater Projects, the COMPANY will identify components of the conceptual stormwater management for the projects, conceptual costs, and benefit points. Components of the stormwater management may include combination of storage, conveyance, runoff reduction strategies such as green infrastructure, creek bank stabilization, or operation and maintenance (O&M). Water quality improvements will be identified where appropriate for the projects. Where necessary to identify projects, costs, and benefit points, the COMPANY will visit the sites of the projects.
- 2.2.3. In coordination with the CLIENT, the COMPANY will prepare two priority ranked lists of stormwater projects: capital improvement projects and O&M projects. Ranking will be based on the ratio of benefit points to costs. The stormwater capital improvement list will be large projects for incorporation into the City's capital improvement program. The stormwater capital improvement projects would require significant City capital investments, grants, OMCI funds, or Congressional earmarks. The O&M projects would be small projects that can be completed by City forces or small contractors and require simple or no engineering documents.

- 2.3. To help the City advise property owners about mitigation of private stormwater problems, the COMPANY will identify examples of self-help storm improvements or damage mitigation methods.
- 2.4. The COMPANY will identify options for City financing of stormwater improvements (memo) such as grants, congressional earmarks, special taxing districts, and MSD OMCI funds.
- 2.5. In coordination with the CLIENT, the COMPANY will review the City Code and recommend improvements to minimize stormwater problems in new development and redevelopment projects in the City.
- 2.6. Attend and make progress reports at six Stormwater Commission meetings, attend and make progress reports at 12 biweekly phone conference meetings with City staff, attend two in-person review meetings with City staff and attend two Council works sessions.
- 2.7. After review meetings, make appropriate revisions to the priority-rank lists, self-help guidance memo, funding memo, and code improvement memo.

## 3. Phase III, Implementation

As indicted in the CLIENT'S request for qualifications, Phase III services are not included in this scope and fee. However, the COMPANY is ready to assist the CLIENT with implementation when requested by the CLIENT.



The COMPANY recognizes that implementation will involve recommending standards for program management and implementation and integration of the projects into the CLIENT'S operations and identifying and prioritizing water quality improvements on publicly owned property.

#### 4. Project Management

The COMPANY will provide project management and quality assurance and quality control to direct the completion of the Stormwater Master Plan, direct the work, prepare invoices, and other tasks detailed in this contract.

#### 5. Add Alternate for Ranking TEN Additional Projects

If the CLIENT authorizes, the COMPANY will study in detail additional projects as described in 2.2.2 above and add those projects to the priority ranking lists as described in 2.2.3 above.

### **Deliverables**

Maps of stormwater problem locations, watersheds, FEMA floodplain and floodway will be delivered at the end of Phase I.

Priority-ranked lists of capital improvement projects and O&M stormwater projects will be delivered at the end of Phase II. For each stormwater project, the following listed items will be submitted with the priority lists:

- Description of the stormwater problem and management project;
- Benefit points;
- Opinion of probable costs;
- Diagram of the conceptual stormwater project.

At the end of Phase II, a memorandum will be delivered to the CLIENT that discuss the following items:

- Homeowner self-help stormwater mitigation options,
- Stormwater project funding,
- City Code improvements to address stormwater problems.

### **Schedule**

Phases I and II will be completed on a mutually agreed schedule.



## **Fees**

The CLIENT agrees to pay COMPANY on the following basis:

- Phase I and II lump sum in the amount of \$168,880.
- Add Alternate of Ranking TEN Additional Projects for a lump sum fee of \$36,139 when authorized by contract addendum.

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PROJECT: City of University City Stormwater Master Plan  
 PROJ. NO.: 191803  
 CLIENT: City of University City  
 CLIENT PM: Sinau Alpasian  
 CONSULTANT PM: Garry Aronberg

# ESTIMATE OF COST

Roundtrip project mileage.

| Task  | DESCRIPTION OF TASK   | HR GREEN Labor Task | Task Total       | 705        |           |       |       |       |            |       |              |                          |          | Subs Direct | Notes |
|-------|---|---------------------|------------------|------------|-----------|-------|-------|-------|------------|-------|--------------|--------------------------|----------|-------------|-------|
|       |   |                     |                  | PROJ MNGR. | SR. PROF. | PROF. | PROF. | PROF. | STAFF ENGS | ADMIN | Mileage Auto | Printing, Mounting, etc. |          |             |       |
| 2.2.1 | Evaluate stormwater problems, consolidate problems into projects  | 7,499.00            | 13,739.00        | 1          | 3         | 18    | 30    | 28    | 28         | 30    |              |                          | 6,240.00 |             |       |
| 2.2.2 | For projects, identify mitigation, estimate costs, prepare diagrams and tables, visit sites if necessary, etc., identify water quality additions to projects where practical. | 22,136.00           | 31,708.00        | 6          | 20        | 30    | 28    | 28    | 28         |       | 200          | 112.00                   | 9,460.00 |             |       |
| 2.2.3 | Prepare two priority ranked lists (Capital and O&M) (includes, project descriptions, project diagram, costs, benefit points)  | 856.00              | 1,055.00         | 1          | 1         | 2     |       |       |            | 1     |              |                          | 200.00   |             |       |
| 2.3   | IDENTIFY SELF-HELP MITIGATION SUGGESTIONS FOR PRIVATE PROBLEMS MEMO.  | 573.00              | 3,773.00         | 1          | 1         | 1     |       |       |            |       |              |                          | 3,200.00 |             |       |
| 2.4   | IDENTIFY OPTIONS FOR CITY FINANCING OF STORMWATER IMPROVEMENTS MEMO.  | 663.00              | 3,063.00         | 3          |           |       |       |       |            |       |              |                          | 2,400.00 |             |       |
| 2.5   | REVIEW AND SUGGEST IMPROVEMENTS TO CITY CODE MEMO.  | 421.00              | 2,021.00         | 1          | 1         |       |       |       |            |       |              |                          | 1,600.00 |             |       |
| 2.6   | REVIEW MEETINGS WITH CITY AND COMMISSION AND TWO COUNCIL WORK SESSIONS.   | 5,026.00            | 7,479.60         | 8          | 10        | 8     |       |       |            |       | 60           | 33.60                    | 2,420.00 |             |       |
| 2.7   | EVALUATE COMMENTS AND QUESTIONS AND REVISE PRIORITIZATION LISTS SELF-HELP MEMO FUNDING MEMO CODE IMPLEMENTATION MEMO.   | 5,003.00            | 8,963.00         | 1          | 3         | 16    | 4     | 4     | 4          |       |              |                          | 3,960.00 |             |       |
| 3     | PHASE III IMPLEMENTATION - a future phase to be negotiated separately.  |                     |                  |            |           |       |       |       |            |       |              |                          |          |             |       |
| 4     | PROJECT MANAGEMENT  |                     |                  |            |           |       |       |       |            |       |              |                          |          |             |       |
| 4.1   | COORDINATION OF STAFF AND INTERNAL KICKOFF MEETING  | 7,200.00            | 14,400.00        | 36         |           |       |       |       |            |       |              |                          | 7,200.00 |             |       |
|       |   | <b>TOTAL</b>        | <b>\$168,880</b> |            |           |       |       |       |            |       |              |                          |          |             |       |

# ESTIMATE OF COST

PROJECT: City of University City Stormwater Master Plan  
 PROJ. NO.: 191803  
 CLIENT: City of University City  
 CLIENT PM: Sinaa Alpaslan  
 CONSULTANT PM: Garry Avonberg

| Task  | DESCRIPTION OF TASK   | Task Total  |           |       |       |       |           |       |              |                          |  | Subs Direct | Notes    |  |
|---|---|-------------|-----------|-------|-------|-------|-----------|-------|--------------|--------------------------|--|-------------|----------|--|
|   |   | PROJ. MNGR. | SR. PROF. | PROF. | PROF. | PROF. | STAFF ENG | ADMIN | Mileage Auto | Printing, Mounting, etc. |  |             |          |  |
| TOTAL HOURS                                 |   | 77          | 67        | 122   | 52    | 287   | 48        |       |              |                          |  |             |          |  |
| COST PER HOUR / UNIT (Direct Labor Rate)    |   | 200         | 221       | 152   | 143   | 130   | 90        |       |              |                          |  |             |          |  |
| TOTAL DIRECT LABOR COST                     |   | 15400       | 14807     | 18544 | 8008  | 37310 | 4320      |       |              |                          |  |             |          |  |
| DISTRIBUTION OF HOURS (percentage of hours) |   | 10.9%       | 9.5%      | 17.3% | 7.4%  | 40.7% | 6.8%      |       |              |                          |  |             | 324.80   |  |
| EXPENSES                                    |   |             |           |       |       |       |           |       |              |                          |  |             |          |  |
| 5.2.2.2                                     | For projects, identify mitigation, estimate costs, prepare diagrams and tables, visit sites if necessary, QC, identify water quality additions to projects where practical. | 6           | 20        | 30    | 28    | 28    | 28        | 200   | 112.00       |                          |  | 9,460.00    |          |  |
| 5.2.2.3                                     | Prepare two priority ranked lists (Capital and O&M) (includes, project descriptions, project diagram, costs, benefit points)  |             | 1         | 1     |       |       |           |       |              |                          |  | 200.00      |          |  |
| 5.2.6                                       | REVIEW MEETINGS WITH CITY AND COMMISSION  | 1           | 3         |       |       |       |           | 60    | 33.60        |                          |  | 220.00      |          |  |
| 5.2.7                                       | EVALUATE COMMENTS AND QUESTIONS AND REVISE PRIORITIZATION LISTS. SELF-HELP MEMO FUNDING MEMO, COD IMPROVEMENT MEMO.   | 1           | 2         | 2     | 1     | 1     | 1         |       |              |                          |  | 590.00      |          |  |
| TOTAL for each 10 additional B:C set        |   |             |           |       |       |       |           |       |              |                          |  |             | \$36,139 |  |

\*Task sum down to check  
35,995.00  
35,995.00



CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM

|                                      |                |
|--------------------------------------|----------------|
| NUMBER:<br><i>For City Clerk Use</i> | CA-20210913-14 |
|--------------------------------------|----------------|

|   |                   |   |               |
|---|-------------------|---|---------------|
| SUBJECT/TITLE:<br>Loop in Motion Special Use Permit approval-ratification   |                   |   |               |
| REQUESTED BY:<br>Sinan Alpaslan   |                   | DEPARTMENT / WARD<br>Public Works/Wards 1 and 2 |               |
| AGENDA SECTION:   | Consent Agenda    | CAN ITEM BE RESCHEDULED?                        | Yes           |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:<br>Approval to ratify Special Use Permit issued for the referenced event on September 11-12. |                   |   |               |
| FISCAL IMPACT:<br>Traffic control rental and oversight of event activities, billed to event organizer, as practical.                              |                   |   |               |
| AMOUNT:   | Less than \$1,000 | ACCOUNT No.:                                    | 01-40-32_6540 |
| FROM FUND:  | General Revenue   | TO FUND:  |               |
| EXPLANATION:  |                   |   |               |

STAFF COMMENTS AND BACKGROUND INFORMATION:  
Per Municipal Code Section 505.030 any special use permits may be issued on approval by the City Council for a period of time in excess of twelve (12) hours but not to exceed seventy-two (72) hours, provided the public thoroughfares are barricaded with well-lighted and signed barricades. The referenced event proposed to close Delmar Blvd. on September 11 and 12 for a total duration in excess of twelve (12) hours and require the City Council's approval.

|         |  |
|---------|--|
| CIP No. |  |
|---------|--|

RELATED ITEMS / ATTACHMENTS:  
Special Use Permit application and approval for the event

|                              |  |                            |                    |
|------------------------------|--|----------------------------|--------------------|
| LIST CITY COUNCIL GOALS (S): |  |                            |                    |
| RESPECTFULLY SUBMITTED:      |  | City Manager, Gregory Rose | MEETING DATE:      |
|                              |  |                            | September 13, 2021 |







**Public Works Department**

8801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 605-8560, Fax: (314) 862-0694

**APPLICATION FOR SPECIAL USE PERMIT**

**NOTICE TO PERMIT APPLICANT**

- This application form is to be used for all events located in the City's public right-of-way or on public property (parking lot, etc.), except for block parties and events in a City park or facility.
- Completed application must be submitted to the Department of Public Works a minimum of 45 calendar days prior to the date of the event scheduled.
- Submit this application, required attachments and a \$50 application fee (check made to City of University City) to the Department of Public Works, 6801 Delmar Boulevard, University City, MO 63130

**Location of Event:** Intersection of Delmar & Kingsland through Intersection of Delmar & Limit (6300 Delmar - 6691 Delmar)

**Application Date:** 7/28/2021

**Name of Event:** Loop in Motion **Date of Event:** 9/11/21 - 9/12/21

**Type of Event:** Run Walk  Festival Other: \_\_\_\_\_

**Set-Up Time:** 7 am A.M. or P.M. **Date:** 9/11/2021

**Tear-down Time:** 8 pm A.M. or P.M. **Date:** 09/12/2021

**Actual Start Time of the Event:** 12 pm A.M. or P.M.

**Actual End Time of the Event:** 8 pm A.M. or P.M.

*Note: Events longer than 12 hours may require City Council approval.*

**Starting Location of Event:** 6691 Delmar at Kingsland

**Ending Location of Event:** 6300 Delmar at Limit

**Estimated Number of Attendees:** Range 500-1000 **Estimated Number of Vendors:** 20 outdoor vendors.

**Estimated Number of Performers:** 14 **Estimated Number of Vehicles:** 500+

**Person/ Organization Making Application:**

**Name:** Jessica Bueler

**Phone:** 314-585-6331

**Residential or Business Address:** 836 Forman Rd, Affton, MO 63123

**E-Mail Address:** jessica@exploreucity.com

**Event Organizer (Must be an individual that is responsible for the event and who will be on-site during the event in case of an emergency):**

**Name:** Jessica Bueler

**Title:** Event Organizer

**Phone Number: (during event):** 314-585-6331

**Residential or Business Address:** 836 Forman Rd, Affton, MO 63123

**E-Mail Address:** jessica@exploreucity.com



**Public Works Department**

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8560, Fax: (314) 862-0894

**Describe the proposed event and state its purpose:**

At the Loop Special Business District Board meeting on Tuesday, July 13, 2021, the board decided to move forward with submitting a SUP to close Delmar Blvd to create an opportunity to attract customers by hosting a safe, social distancing event.

Will the event close any streets? If streets are going to be closed, please attach a drawing or map of area and a detailed traffic control/detour plan. NOTE: Proposed closing of any state or county routes require appropriate approval.

Yes, 6300 Delmar - 6691 Delmar will be closed. This is the stretch of Delmar that extends from Kingsland to Limit.

Proposed Route or Layout of event: (Please attach a drawing or map of area.)  
6300 Delmar - 6691 Delmar will be closed.

Map attached.

Describe the Event Equipment included in Layout (tents, tables, chairs, stages, portable restrooms, banners, cooking equip, trash and recycling containers etc.):

The LSBSD would like to request use of the bandwagon stage to placed in the Tivoli Parking Lot for both 9/11 & 9/12.

Individual businesses will provide their own tables, chairs, and tents for for sidewalk sales. Customers will be allowed in the restaurants and retail shops at the same capacity as allowed by St. Louis County Department of Health. The LSBSD hopes to hang a banner at Blg Bend and Delmar in addition to the banner pole on Delmar adjacent to Three Kings.

Do you plan to use amplified sound?  Yes  No (If yes, applicant will need an Amplified Noise Permit)

Please detail sound system: Generator will provide power to speaker that will be placed in the Tivoli Parking Lot and facing Delmar.

Yes  No (If yes, applicant need to apply for a Picnic License)

Yes  No (If yes, applicant need to apply for a County Temporary Food Establishment permit)

Do you need to reserve parking metered spaces? Yes  No (If yes, applicant need to rent Parking Meters spaces through the University City Police Department office)

**Terms and Conditions**

As a condition of approval of this Application, the applicant agrees to indemnify, defend and hold harmless the City of University City and all of its officers and employees against any and all suits, causes of action or claims for injuries, damages, costs and expenses to persons or property, whether public or private, that may arise out of, or be constituting a part of the event. The applicant agrees to discharge any and all judgments that may be rendered against the City of University City or its officers and employees in connection with any suit, cause of action, or claim after the judgment becomes final and un-appealable.

I have carefully read and will abide by the foregoing Application and Terms and Conditions and swear that statements I made therein are true and correct to the best of my knowledge and belief. Signature is required before approval will be granted.

**Applicant Signature:**

Jessica Bueler

**Date:**

7/28/2021

**Print Name:**

**Supplemental Material (as needed):**

Street Closure Plan

Picnic License

Neighbor/Business notification letter

Detour Routing Plan

Amplified Noise Permit

Parking Meter Rental Form (if applicable)



**Public Works Department**

6801 Delmar Boulevard, University City, Missouri 63130. Phone: (314) 505-8560, Fax: (314) 862-0694

**FOR OFFICE USE ONLY**

APPLICATION SUBMITTAL DATE: 7-28-21

EVENT DATE: 9/11 + 9/12

Must be at least 45-days difference

INTAKE NAME: Sinan Alpaslan


NA

Complete Application:  Yes  No

Application fee (\$50)  Yes  No

Attachments (Site plan, route plan, notification process, etc.)  Yes  No

Note: All Signatures are required for approval

  
Larry Hampton, Police Chief

Approved  Denied  Approved with conditions Date Rec'd.

Department Event Contact:  
Approval Conditions:

Roadway is safe (Supv.)

  
Sinan Alpaslan, Director, Public Works Director

Approved  Denied  Approved with conditions Date Rec'd. 8/25/2021

Department Event Contact:  
Approval Conditions:

John Gates, Street Superintendent (314) 505-8585  
Please coordinate with John two weeks in advance any needs for traffic control.

  
Clifford Cross, Planning and Zoning Director

Approved  Denied  Approved with conditions Date Rec'd. 8/25/2021

Department Event Contact:  
Approval Conditions:

CLIFFORD CROSS - (314) 505-8516

  
Darren Durke, Parks Director

Approved  Denied  Approved with conditions Date Rec'd. 8/25/2021

Department Event Contact:  
Approval Conditions:


Mike Lombard (314) 985-8242  
Reserve Roadwork through Rec. Division

  
William Hinson, Fire Chief

Approved  Denied  Approved with conditions Date Rec'd. 8/25/2021

Department Event Contact:  
Approval Conditions:

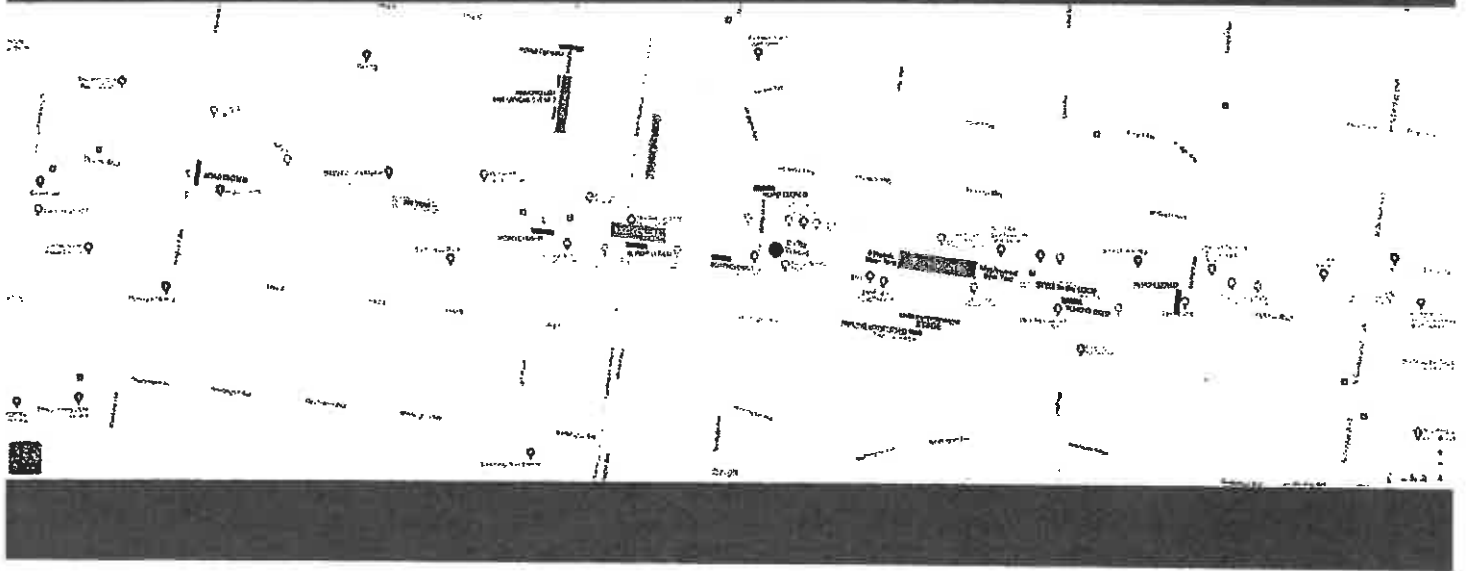
B/C on duty 314-938-8003

  
Gregory Rose, City Manager

Approved  Denied  Approved with conditions Date Rec'd. 8/26/2021

Department Event Contact:  
Approval Conditions:

LOOP IN MOTION EVENT MAP





**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

|   |                       |
|---|-----------------------|
| <b>NUMBER:</b><br><i>For City Clerk Use</i> | <b>CA-20210913-15</b> |
|---|-----------------------|

**SUBJECT/TITLE:**  
Parking Space Agreement with U-City Family Church

|  |   |
|--|---|
| <b>REQUESTED BY:</b><br>Administration / John Mulligan Jr. | <b>DEPARTMENT / WARD</b><br>Administration / Ward 1 |
|--|---|

|                                   |  |
|-----------------------------------|--|
| <b>AGENDA SECTION:</b><br>Consent | <b>CAN ITEM BE RESCHEDULED?</b><br>Yes |
|-----------------------------------|--|

**CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:**  
The City Manager recommends approval

**FISCAL IMPACT:**

|                   |  |                     |  |
|-------------------|--|---------------------|--|
| <b>AMOUNT:</b>    |  | <b>ACCOUNT No.:</b> |  |
| <b>FROM FUND:</b> |  | <b>TO FUND:</b>     |  |

**EXPLANATION:**  
The City Council has on its September 13, 2021 agenda Bill No. 9442, approving a final plat for a major subdivision of land to be known as the "Tivoli Building Condominium" and related Conditional Use Permit (CUP) (PC 21-07). The CUP allows U-City Family Church (Church) to operate a place of worship at 6350 Delmar.

**STAFF COMMENTS AND BACKGROUND INFORMATION:**  
A condition of the CUP is that the Church enter into a Parking Space Agreement (Agreement) with University City in accordance with Zoning Code Section 400.2130.C for the lease of 55 parking spaces off site because there is no on-site parking available. The Agreement provides for the lease of a total of 55 parking spaces in Municipal Lots 1 (surface) and 2 (garage) on a pro-rated basis to reflect the Church's limited use of 6350 Delmar for Sunday services and occasional events on other days. Total monthly rent will be \$775, increased annually by the lesser of the increase in the Consumer Price Index or three percent. The use of the spaces shall be on a first-come, first-serve basis, in common with other authorized users. There will be no designation, identification, or other marking of the spaces.  
The initial term of the Agreement is 10 years, with options to renew for four additional periods, each of five years. The City may terminate the Agreement at any time on notice of not less than 60 days to the Church, in which event the Church shall be relieved of the condition that it provide 55 parking spaces off site.

|                |  |
|----------------|--|
| <b>CIP No.</b> |  |
|----------------|--|

**RELATED ITEMS / ATTACHMENTS:**  
1. Parking Space Agreement

**LIST CITY COUNCIL GOALS (S):**

|  |  |
|--|--|
| <b>RESPECTFULLY SUBMITTED:</b><br>City Manager, Gregory Rose | <b>MEETING DATE:</b><br>September 13, 2021 |
|--|--|

## PARKING SPACE AGREEMENT

The City of University City, Missouri (the "City"), a Missouri municipal corporation, and U-City Family Church, a Missouri not-for-profit corporation d/b/a One Family Church ("One Family Church"), hereby enter into this Parking Space Agreement (this "Agreement") this \_\_\_ day of \_\_\_\_\_, 2021.

### 1. RECITALS.

A. The City owns and operates Municipal Parking Lot 1, a surface lot for public parking containing approximately thirty-three (33) parking spaces, at 6320 Delmar Boulevard. The City also owns and operates Municipal Parking Lot 2, a garage containing approximately one hundred and twenty (120) public parking spaces, at 6319 Delmar Boulevard.

B. On \_\_\_\_\_, 2021, the City Council approved a Conditional Use Permit to One Family Church for a place of worship at 6350 Delmar Boulevard. The Conditional Use Permit contains a condition that off-street parking and loading requirements shall comply with Zoning Code Chapter 400, Article VII.

C. The Director of Planning and Development has determined that One Family Church must provide fifty-five (55) parking spaces off-site to satisfy the parking and loading requirements. The determination assumes that: 1) an exception for places of worship is approved pursuant to Zoning Code Section 400.2130.A that reduces the number of required parking spaces from one hundred and sixty-three (163) to eighty-two (82), 2) an exception for change of use of an existing commercial building is approved pursuant to Zoning Code Section 400.2130.B that reduces the number of required parking spaces from eighty-two (82) to sixty-one (61), and 3) an exception for uses located near transit stations and stops is approved pursuant to Zoning Code Section 400.2130.E that reduces the number of required parking spaces from sixty-one (61) to fifty-five (55).

D. To satisfy said parking condition as determined by the Director of Planning and Development, One Family Church desires to enter into an agreement with the City in accordance with Zoning Code Section 400.2130.C for the use of fifty-five (55) parking spaces in Municipal Parking Lots 1 and 2, subject to the terms and conditions stated herein.

### 2. USE.

A. The City and One Family Church mutually acknowledge and agree the monthly fee that is payable from and after the Parking Fee Commencement Date (as defined below) satisfies the requirement in Zoning Code Section 400.2130.C that One Family Church pay the City the pro rata share of the cost of constructing and maintaining Municipal Parking Lots 1 and 2.

B. The City shall not be responsible for damage or loss to: (i) any vehicle parked in Municipal Parking Lots 1 or 2 as a result of this Agreement, or any possessions or items left in any such vehicle, whether or not such damage is caused by other vehicle(s) or person(s) in Municipal Parking Lots 1 or 2 or the surrounding areas. One Family Church acknowledges that the City shall not provide parking attendants.

C. One Family Church covenants and agrees that it will comply with all laws, statutes, ordinances and regulations applicable to Municipal Parking Lots 1 and 2 or relating to the use thereof pursuant to this Agreement.

### 3. FEES.

A. From and after the Parking Fee Commencement Date (as defined below), One Family Church shall pay the following fee to the City in consideration of the use of Municipal Parking Lots 1 and 2: A monthly fee initially at the rate of One Hundred Dollars (\$100.00) per space for Municipal Parking Lot 1 and One Hundred Seventy-Five Dollars (\$175.00) per space for Municipal Parking Lot 2, pro-rated to approximately one-tenth (1/10th) of said amounts based on One Family Church's use of 6350 Delmar Boulevard for Sunday services and occasional events on other days, for a total of Seven Hundred and Seventy-Five Dollars (\$775.00) per month, to be paid by the first day of each month, commencing the first day of the first month that an occupancy permit for a place of worship is issued to One Family Church for 6350 Delmar Boulevard (the "Parking Fee Commencement Date"). Every twelve (12) months after the Parking Fee Commencement Date during the term of this Agreement, including any renewal periods, the fee shall increase by the lesser of (i) the increase in the Consumer Price Index for the preceding calendar year, and (ii) three percent (3.00%). In no event shall the fee decrease by reason of any such adjustment. The City will be solely responsible for all costs of maintenance and repair (capital or otherwise), utilities, taxes (if any), insurance, and in general all other costs of ownership and operation of Municipal Parking Lots 1 and 2. Any parking meter fees required by Municipal Code Chapter 358 or other ordinance shall be the responsibility of any person who parks a vehicle in Municipal Lots 1 or 2. No parking permits shall be issued to One Family Church.

B. In the event One Family Church increases its use of 6350 Delmar Boulevard as a place of worship to more than Sunday services and occasional events on other days, One Family Church shall promptly give notice to the City. If One Family Church fails to promptly give notice of an increase in use, the City may terminate this Agreement on notice of not less than thirty (30) days to One Family Church.

C. One Family Church, at the time of paying the monthly fee, shall certify that its use of 6350 Delmar Boulevard as a place of worship did not exceed ten percent (10%) of the number of hours in the preceding month; provided, that in the event its use exceeded ten percent (10%), it must certify the number of hours and pay an additional pro-rated amount for the excess hours, which shall satisfy the notice requirement in Section 3.B. The pro-rated amount shall be based on seven hundred and twenty (720) hours in a month. Ten percent (10%) is seventy-two hours, so the hourly

rate would be ten dollars and seventy-six cents (\$10.76) if the monthly fee at the time is Seven Hundred and Seventy-Five Dollars (\$775.00).

D. Nothing in this Section 3 shall be interpreted to allow One Family Church to use 6350 Delmar in violation of the Conditional Use Permit or the City's Zoning, Property Maintenance or other Codes.

#### 4. TERM AND TERMINATION.

A. This Agreement shall continue in full force and effect for a period of ten (10) years.

B. This Agreement shall renew for up to four (4) additional periods, each of five (5) years, unless One Family Church gives notice of nonrenewal to the City not less than sixty (60) days prior to commencement of the applicable renewal period; provided, that during any such renewal period, One Family Church shall have the option to cancel and terminate this Agreement at any time on notice of not less than sixty (60) days to the City. If this Agreement remains in effect through the expiration of the fourth (4th) five (5)-year renewal option, then the parties shall cooperate in good faith to enter a further extension(s) of this Agreement upon materially the same terms and conditions set forth herein (taking into account the monthly fee increases that have occurred pursuant to Section 3(A) above).

C. The City shall have the right to terminate this Agreement at any time on notice of not less than sixty (60) days to One Family Church, in which event One Family Church shall be relieved of the condition that it provide fifty-five (55) parking spaces off site.

5. ZONING CONFIRMATION. The City hereby confirms to One Family Church that this Agreement satisfies Zoning Code Section 400.2130.C for use of the fifty-five (55) parking spaces in Municipal Parking Lots 1 and 2. The City agrees not to unreasonably withhold, delay or condition its consent to any one or more future proposals by One Family Church to meet said parking condition through an alternative resolution, provided such alternative resolution complies with the Zoning Code in effect at the time. For avoidance of doubt, in the event an alternative parking resolution is approved, this Agreement shall remain in force and effect and One Family Church's obligations shall continue, including but not limited to payment of the monthly fee in Section 3.A during the initial term of ten (10) years, and during any renewal period, if exercised hereunder, unless and until One Family Church exercises its right to terminate the Agreement as provided in Section 4.B.

6. ASSIGNMENT. One Family Church shall not assign or sublease this Agreement without the prior written consent of the City in its sole and absolute discretion. In the event that a garage or other parking structure is constructed on Municipal Parking Lot 1 at any time during the term of this Agreement, One Family



Church's rights under this Agreement shall continue in effect and (1) One Family Church shall have the right to use up to twenty-five (25) nonexclusive public parking spaces in such garage or other structure at the same monthly fee as for its use of Municipal Parking Lot 2, and (2) in the event any such parking spaces are unavailable to One Family Church during the construction (or any maintenance, repair or replacement) of such garage or other structure, One Family Church shall not be deemed to be out of compliance with the City's parking requirements under the Zoning Code as a result of such unavailability.

7. NOTICE. Any notices given pursuant to this Agreement shall be made in writing to the undersigned, or their successor upon notice, at the address shown below and shall be deemed to have been given the day delivered personally or one business day after delivery by a nationally recognized overnight courier service (such as Federal Express).

City:

City Manager  
City of University City, Missouri  
6801 Delmar Boulevard  
University City, Missouri 63130

One Family Church  
6350 Delmar Boulevard  
University City, MO 63130

Attn: Brent Roam

8. LAW. This Agreement is made and delivered in the State of Missouri and shall be construed and enforced in accordance with the laws of the State of Missouri.

9. MISCELLANEOUS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns subject to the provisions contained herein. No amendment of this Agreement shall be effective or binding on the parties unless in writing signed by an authorized representative of both parties. This Agreement is the entire agreement between the parties, and incorporates and replaces all prior communications between the parties, oral or in writing.

10. The City is authorized to enter into this Agreement pursuant to Ordinance No. 6715.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the day and year first above written.

ONE FAMILY CHURCH



By: \_\_\_\_\_  
Name: Brent Roam  
Title: President

ATTEST:

\_\_\_\_\_  
Secretary

CITY OF UNIVERSITY CITY, MISSOURI

By: \_\_\_\_\_  
Name: Gregory Rose  
Title: City Manager

ATTEST:

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



**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

|   |                       |
|---|-----------------------|
| <b>NUMBER:</b><br><i>For City Clerk Use</i> | <b>CM-20210913-01</b> |
|---|-----------------------|

|   |                       |   |     |
|---|-----------------------|---|-----|
| <b>SUBJECT/TITLE:</b><br>Conditional Use Permit – PC 21-15 – Approval of a Conditional Use Permit to establish and operate a proposed “Convenience Store / Gas Station” at the property commonly known as 7579 Olive Boulevard. |                       |   |     |
| <b>REQUESTED BY:</b><br>Clifford Cross, Director of Planning & Development  |                       | <b>DEPARTMENT / WARD</b><br>Planning & Development / Ward 3 |     |
| <b>AGENDA SECTION:</b>  | City Manager's Report | <b>CAN ITEM BE RESCHEDULED?</b>                             | Yes |
| <b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b><br>The City Manager concurs with the approval and recommendation of the Planning Commission.  |                       |   |     |
| <b>FISCAL IMPACT:</b><br>Not Applicable   |                       |   |     |
| <b>AMOUNT:</b>  |                       | <b>ACCOUNT No.:</b>   |     |
| <b>FROM FUND:</b>   |                       | <b>TO FUND:</b>   |     |
| <b>EXPLANATION:</b>   |                       |   |     |

**STAFF COMMENTS AND BACKGROUND INFORMATION:**  
Attached are the relevant documents for the above-referenced C.U.P. application. The applicant is requesting a Conditional Use Permit to establish and operate a “Convenience Store / Gas Station”. The proposed use requires a Conditional Use permit, within the General Commercial (GC) zoning district, as identified within the provisions set forth in section 400.510 of the zoning code. The Plan Commission recommended approval of the request by a 5-0 vote, during their August 26, 2021 meeting, subject to the conditions identified within the attached transmittal letter.

|   |  |
|---|--|
| <b>CIP No.</b>  |  |
| <b>RELATED ITEMS / ATTACHMENTS:</b><br>1. Transmittal Letter From Plan Commission<br>2. Staff Report<br>3. Application Material |  |

|  |  |  |  |
|--|--|--|--|
| <b>LIST CITY COUNCIL GOALS (5):</b>                          |  |  |  |
| <b>RESPECTFULLY SUBMITTED:</b><br>City Manager, Gregory Rose |  | <b>MEETING DATE:</b><br>September 13, 2021 |  |



**Department of Planning and Development**

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

August 26, 2021

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

RE: Application for Conditional Use Permit PC 21-15 – Establishment and operation of a Convenience Store / Gas Station at 7579 Olive Boulevard

Dear Ms. Reese,

At a scheduled meeting, on August 26, 2021 at 6:00 pm via video conference, the Plan Commission considered the above-referenced application by Quick Trip Corporation for a Conditional Use Permit to establish and operate a Convenience Store / Gas Station in the "GC" – General Commercial District.

By a vote of 5 for and 0 against, the Plan Commission recommended approval of the application subject to the following conditions;

1. An approved lighting plan be provided as part of the permitting process.
2. Traffic Commission Review Completed
3. Lot Consolidation Completed Prior to Building Permit approval.

Sincerely,

Margaret Holly, Chairperson  
University City Plan Commission



**Department of Planning and Development**

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

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

MEETING DATE: September 13, 2021  
FILE NUMBER: PC 21-15  
COUNCIL DISTRICT: 3  
Location: 7579 Olive Boulevard  
Applicant: Quick Trip Corporation  
Property Owner: The City of University City  
Request: Convenience Store / Gas Station

COMPREHENSIVE PLAN CONFORMANCE  
 Yes     No     No reference

**PLAN COMMISSION RECOMMENDATION**  
 Approval     Approval with Conditions     Denial

ATTACHMENTS:  
A. Application Packet

Existing Zoning: GC – General Commercial  
Existing Land Use: Vacant  
Proposed Zoning: No change – “GC” District  
Proposed Land Use: No change – Commercial

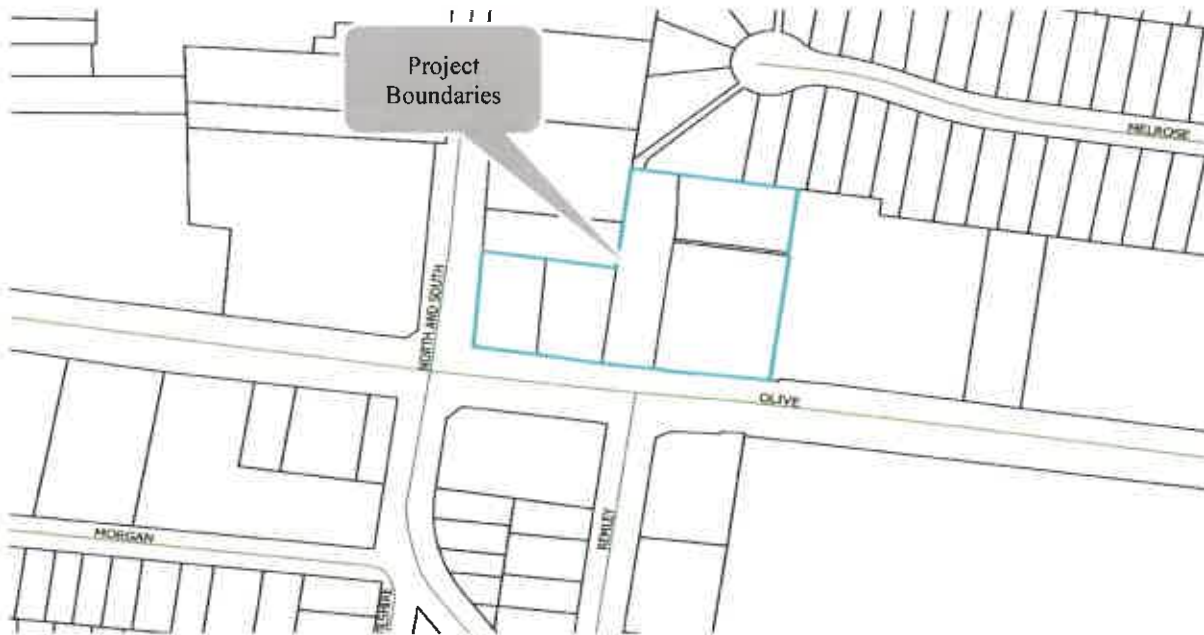
Surrounding Zoning and Current Land Use:  
North: GC & SFR: Single-Family Residential,  
(Single-Family & Commercial - FLU)  
East: GC: Commercial, (Commercial- FLU)  
South: GC: Commercial (Institution - FLU)  
(Commercial &Mixed-Use/TOD Development – FLU)  
West: GC: Commercial/Office,  
(Commercial &Mixed-Use/TOD Development – FLU)

*(TOD = Transit Oriented Development)*

### Existing Property

The various lots associated with the proposed development consists of 6 vacant lots on an approximate 2.02-acre site. Surrounding zoning includes Commercial and Single-Family Residential.

### Parcel Location



### Surrounding Zoning



**Aerial Overhead**



**Aerial Angle**



### **Applicant's Request**

The applicant is requesting a Conditional Use Permit for a "Convenience Store / Gas Station Facility". The proposed development consists of an approximate 4993 square foot building, with 6 fueling stations containing 12 pumps and 47 on-site parking spaces. Both Convenience Stores and Gas Stations are listed as requiring a Conditional Use Permit in accordance to section 400.510 of the Code. As a result, the combination of the proposed use is similar in nature to both defined uses meeting the intent of the district's uses and therefore determined to be eligible for approval via the Conditional Use Permit process.

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

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

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

### **Other Processes**

Traffic Commission - The review criteria for a C.U.P. includes the impact of projected vehicular traffic volumes and site access with regard to the surrounding traffic flow, pedestrian safety, and accessibility of emergency vehicles and equipment. In its capacity as an advisory commission on traffic related matters as per Section 120.420 of the Municipal Code, the Traffic Commission may be concerned with the parking and traffic impact of the project. It is staff's understanding traffic patterns have been analyzed and there are no concerns with increased traffic flows resulting from the development.

### **Analysis**

The potential "Convenience Store / Gas Station" use would appear to have minimal impact on the surrounding neighborhood and uses based upon the surrounding commercial uses to the east, west and south of the property. Furthermore, surrounding residential uses to the north will be buffered and not impacted by traffic entering the project site. As a result, the proposed developments impact is consistent with the trend of development because of the existing uses surrounding the site and its service-oriented nature to existing traffic patterns along Olive Boulevard.

In evaluating the parking requirements section 400.2140 (Schedule of Off-Street Parking Requirements) requires the number of parking spaces, for gasoline stations that provide additional retail services, to be similar to convenience stores. Furthermore, convenience stores parking schedule requirements are deferred to those requirements associated with grocery stores. As a result, the required number of parking spaces are based upon a 1 space per 200 square foot requirement for the retail portion of the proposed use. Based upon the approximate 4,993 square foot retail portion the required number of parking spaces is 25. The applicant is proposing 47 on-site parking spaces that exceeds the total number of required spaces by approximately 47%.



Public Works & Parks: NA

Fire Department: NA

Police Department: NA

### **Public Involvement**

A public hearing at a regular Planning Commission meeting is required by the Zoning Code. The public hearing notice for the current proposal was published in the newspaper 15 days prior to the meeting date and was mailed to property owners within 185 feet of the subject property. Staff also provided courtesy notices to all additional property owners within 500 feet of the proposed project boundaries.

### **Review Criteria**

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

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

- c. Provision of cross-access agreement(s) and paved connections between the applicant's property and adjacent property(ies) which would help mitigate traffic on adjacent streets;
- d. Provision of additional screening and landscape buffers, above and beyond the minimum requirements of this Chapter;
- e. Strategically locating accessory facilities, such as trash storage, loading areas, and drive-through facilities, so as to limit potentially adverse impacts on adjacent properties while maintaining appropriate access to such facilities and without impeding internal traffic circulation;
- f. Limiting hours of operation of the use or certain operational activities of the use (e.g., deliveries); and
- g. Any other site or building design techniques which would further enhance neighborhood compatibility.

**Findings of Fact (Section 400.2720)**

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

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

**Plan Commission Recommendation**

Based on the preceding considerations, the Plan Commission recommended approval of the application subject to the following conditions:

- 1. An approved lighting plan be provided as part of the permitting process.
- 2. Traffic Commission Review Completed
- 3. Lot Consolidation Completed Prior to Building Permit approval.



**Department of Community Development**

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

**APPLICATION FOR CONDITIONAL USE PERMIT  
Under Article 11 of the Zoning Code of University City, Missouri**

1. Address/Location of Site/Building: 7579 Olive Blvd, University City, MO 63130

2. Zoning District (check one):

SR  LR  MR  HR  HRO  GC  LC  CC  IC  PA  PD

3. Applicant's Name, Corporate or DBA Name, Address and Daytime Telephone: \_\_\_\_\_

Gwen Keen, Real Estate Project Manager, QuikTrip Corporation

2255 Bluestone, St. Charles, MO 63303 (314) 795-4803, (636) 627-0003

4. Applicant's Interest in the Property:  Owner  Owner Under Contract  Tenant\*  
 Tenant Under Contract\*  Other\* (explain): \_\_\_\_\_

\* Please Note: Zoning Code Section 400.2680 requires that the application may only come from one (1) or more of the owners of record or owners under contract of a lot of record (or zoning lot), or their authorized representative. If you are applying as a tenant, tenant under contract or other, you must attach a letter from the owner stating you are an authorized representative of them and they give you permission to file this application for Conditional Use on their behalf.

5. Owner's Name, Corporate or DBA Name, Address and Daytime Telephone, if other than Applicant:

City of University City

6. Please state, as fully as possible, how each of the following standards are met or will be met by the proposed development or use for which this application is being made. Attach any additional information to this application form.

a) Complies with all applicable provisions of the University City Zoning Code (e.g. required yards and setbacks, screening and buffering, signs, etc.).

It is our belief the plans submitted meet all of the provisions of the University City

Zoning Code.

b) At the specific location will contribute to and promote the community welfare or convenience.

Our plans have been designed with the community welfare in mind and the services

provided at the store and fuel canopy provide a essential service of convenience to

the citizens of University City.

c) Will not cause substantial injury to the value of neighboring property.

The property is already zoned for commercial development and it's our position there is no injury to the value of the neighboring property.

d) Is consistent with the Comprehensive Plan, neighborhood development plan (if applicable), and any other official planning and development policies of the City.

The design and layout of the overall development has been completed with the Comprehensive Plan in mind as we looked to the neighboring properties for guidance.

e) Will provide off-street parking and loading areas in accordance with the standards contained in Article 7 of the University City Zoning Code

The plans for this location provide off-street parking and a loading area in accordance with the standard contained in the University City Zoning Code.

**\*\* Please Note: You should also submit twelve (12) copies of a memo detailing the following information:**

1) Description of the proposed Conditional Use, in narrative form. Please include historical information about the applicant, the company and/or the organization. Explain why this particular site was chosen for the proposal, state the number of employees that will be working at the site, state the hours of operation, explain other features unique to the proposed use and submit any other information that will help the Plan Commission and City Council in their decisions. 2) Estimated impact of the conditional use on the surrounding properties and adjacent streets, including, but not limited to, average daily and peak hour traffic generation, existing traffic volumes of adjacent streets, if available, use of outdoor intercoms, and any other operational characteristics of the proposed use that may have impacts on other adjacent or nearby properties. 3) Legal description of the property(s) proposed for the Conditional Use Permit, when the proposed use involves a substantial addition or new construction.

A Public Hearing before the Plan Commission is required by Ordinance. Notice of such Public Hearing must be published in a newspaper of general circulation at least fifteen (15) days in advance. Upon receipt of a Plan Commission Recommendation, the City Council must consider this application and supporting information before a Use Permit may be granted. A fee of \$250 must accompany this application.

August 4, 2021

Date

Gwen Keen Gwen Keen, Real Estate Project Manager  
Applicant's Signature and Title

QuikTrip Corporation  
Representing (if applicable)

FOR OFFICE USE ONLY

Application First Received. \_\_\_\_\_  
Application Fee in the Amount of \$ \_\_\_\_\_ Receipt # \_\_\_\_\_  
Application returned for corrections, additional data. \_\_\_\_\_  
Final complete application received. \_\_\_\_\_  
File # \_\_\_\_\_ created.

QuikTrip is requesting a Conditional Use Permit in order to build a convenience store and a fuel canopy at 7579 Olive Boulevard in University City, MO.

QuikTrip Corporation is a privately held company headquartered in Tulsa, Oklahoma. Founding in 1958, QuikTrip has grown to operate over 850 stores in eleven states. With over 24,000 employees, Fortune has ranked QuikTrip on the list of Best Companies to Work For for fourteen years. QuikTrip gives back to the communities it serves, donating 5% of net profits to charitable organization. QuikTrip is a designated Safe Place for at risk women and children.

The following is a detailed description of our proposed operation:

- Location will consist of a convenience store approximately 5,000 square feet, and a fuel canopy with 6 dispensers.
- Location will operate 24 hours a day, 7 days a week.
- This location will employ 12+ employees, both full and part time schedules.
- The store will offer various food, beverage and grocery items. Food products will include pre-packaged, grab n' go and fresh prepared food on site. Beverages will include pre-packaged and fresh prepared on site. Alcohol pre-packaged products will be offered as well.
- Location will utilize a security system that monitors the site both on-site and off-site.

QuikTrip believes this is an ideal site for a new QuikTrip store location. Olive Boulevard, which is also a state highway, carries a high volume of traffic through the city. QuikTrip draws from this traffic as a convenience store is not an end destination, but a stop a consumer typically makes on the way to various other destinations such as work, school, daily errands, or social activities. It is a corner location with a lighted intersection along a commercial corridor serving the University City's residents.





**QuikTrip.**  
 4705 South 27th East Ave.  
 Tulsa, OK 74119-0001  
 Tulsa, OK 74119-3495  
 (918) 433-7700



Store # 06-0620  
 Serial #

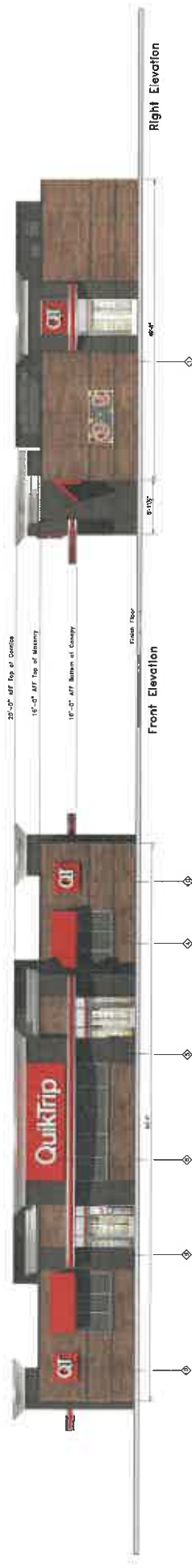
South:

Issue Date:  
 8-04-2021

Address:  
 7579 Olive Blvd  
 Brown Br:  
 JK

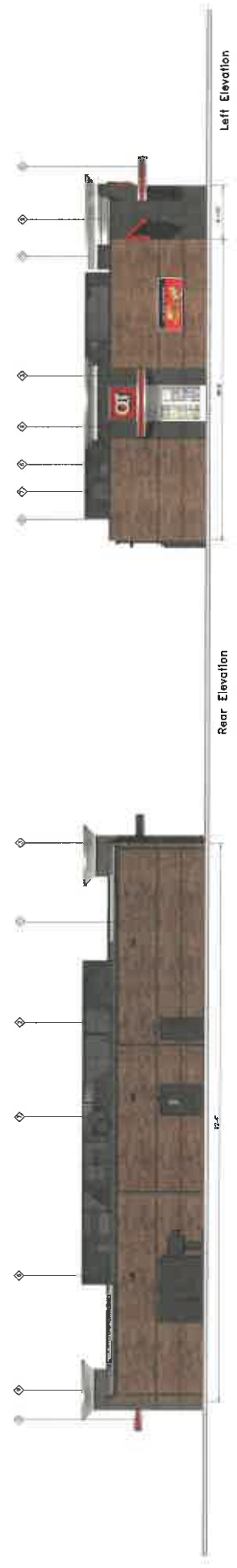
City, State:  
 UCity, MO 63130

Copyright © 2016 QuikTrip Corporation. DESIGN PATENTS  
 QUIKTRIP MARKS ARE THE EXCLUSIVE PROPERTY OF QUIKTRIP CORPORATION, TULSA,  
 OKLAHOMA. ALL RIGHTS RESERVED. ANY UNAUTHORIZED USE, REPRODUCTION,  
 REPRODUCTION, DISTRIBUTION OR SALE IN WHOLE OR IN PART, IS STRICTLY FORBIDDEN.




Front Elevation

25'-0" AFF Top of Corridor  
 14'-0" AFF Top of Marquee  
 16'-0" AFF Bottom of Canopy  
 Finish Floor



Rear Elevation



**QuikTrip.**  
 4100 S. Quail, Suite 1000  
 Tulsa, OK 74119-2608  
 Tulsa, OK 74119-2617  
 (918) 813-7700

Store # **06-0620**

Serial #

Address: **7579 Olive Blvd**

Drawn By: **JK**

Issue Date: **8-04-2021**

Scale:

City, State: **UCity, MO 63130**

Rev. Notes:

MANUFACTURER

MANUFACTURER

MANUFACTURER

COMPANY AND ALL OTHER INFORMATION IS FOR INFORMATION ONLY. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION OR REPRODUCTION. THE DRAWING IS THE PROPERTY OF THE COMPANY AND ALL RIGHTS ARE RESERVED. THE DRAWING IS NOT TO BE REPRODUCED, COPIED, OR DISTRIBUTED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE COMPANY.





PROJECT NO. 4189

QUICKTRIP No. 4189  
7533 OLIVE BLVD.  
UNIVERSITY CITY, MO 63130

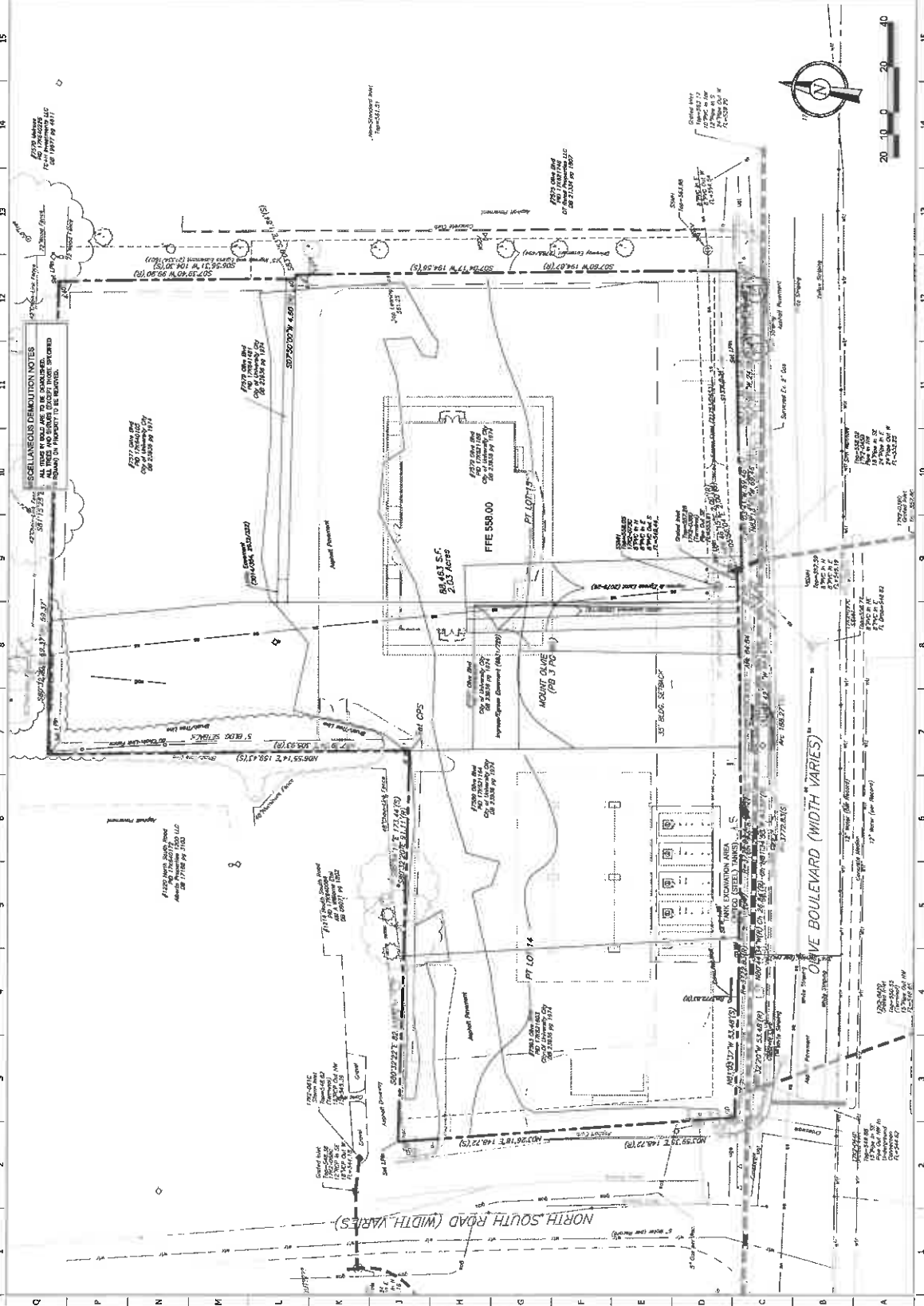
QUICKTRIP

PRELIMINARY DEMOLITION PLAN

SHEET NUMBER: 2

DATE: 08/23/11

ORIGINAL ISSUE DATE:



NORTH SOUTH ROAD (WIDTH VARIES)

OLIVE BOULEVARD (WIDTH VARIES)

Scale: 1" = 20'

North Arrow

Grid Lines: 1-15 (Horizontal), A-Q (Vertical)







**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

|   |                       |
|---|-----------------------|
| <b>NUMBER:</b><br><i>For City Clerk Use</i> | <b>CM-20210913-02</b> |
|---|-----------------------|

|   |                       |   |     |
|---|-----------------------|---|-----|
| <b>SUBJECT/TITLE:</b><br>Conditional Use Permit – PC 21-07 – Approval of a Conditional Use Permit to establish and operate a proposed “Place of Worship” at the property commonly known as 6350 Delmar Boulevard. |                       |   |     |
| <b>REQUESTED BY:</b><br>Clifford Cross, Director of Planning & Development  |                       | <b>DEPARTMENT / WARD</b><br>Planning & Development / Ward 1 |     |
| <b>AGENDA SECTION:</b>  | City Manager's Report | <b>CAN ITEM BE RESCHEDULED?</b>                             | Yes |
| <b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b><br>The City Manager concurs with the approval and recommendation of the Planning Commission.  |                       |   |     |
| <b>FISCAL IMPACT:</b><br>Not Applicable   |                       |   |     |
| <b>AMOUNT:</b>  |                       | <b>ACCOUNT No.:</b>   |     |
| <b>FROM FUND:</b>   |                       | <b>TO FUND:</b>   |     |
| <b>EXPLANATION:</b>   |                       |   |     |

|  |
|--|
| <b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b><br>Attached are the relevant documents for the above-referenced C.U.P. application. The applicant is requesting a Conditional Use Permit to establish and operate a “Place of Worship”. The proposed use requires a Conditional Use permit, within the Core Commercial (CC) zoning district, as identified within the provisions set forth in section 400.590 of the zoning code. The Plan Commission recommended approval of the request by a 6-0 vote, during their May 26, 2021 meeting, subject to the conditions identified within the attached transmittal letter. |
|--|

|   |  |
|---|--|
| <b>CIP No.</b>  |  |
| <b>RELATED ITEMS / ATTACHMENTS:</b><br>1. Transmittal Letter From Plan Commission<br>2. Staff Report<br>3. Application Material |  |

|                                     |                            |                      |                    |
|-------------------------------------|----------------------------|----------------------|--------------------|
| <b>LIST CITY COUNCIL GOALS (S):</b> |                            |                      |                    |
|                                     |                            |                      |                    |
| <b>RESPECTFULLY SUBMITTED:</b>      | City Manager, Gregory Rose | <b>MEETING DATE:</b> | September 13, 2021 |



**Department of Planning and Development**

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

May 26, 2021

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

RE: Application for Conditional Use Permit PC 21-07 – Establishment and operation of a Proposed Place of Worship at 6350 Delmar Boulevard

Dear Ms. Reese,

At a scheduled meeting, on May 26, 2021 at 6:30 pm via video conference, the Plan Commission considered the above-referenced application by One Family Church for a Conditional Use Permit to establish and operate a "Place of Worship" in the "CC" – Core Commercial District.

By a vote of 6 for and 0 against, the Plan Commission recommended approval of the application subject to the following conditions;

1. Obtain Site Plan Approval Prior to the Issuance of an Occupancy Permit
2. Parking Spaces Reduced to 55 Contingent Upon an Agreement with the City.
3. The existing uses on the property would continue as part of the CUP.

Sincerely,

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

Margaret Holly, Chairperson  
University City Plan Commission



**Department of Planning and Development**

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

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

MEETING DATE: September 13, 2021

FILE NUMBER: PC 21-07

COUNCIL DISTRICT: 1

Location: 6350 Delmar Boulevard

Applicant: One Family Church

Property Owner: Tivoli Building LLC

Request: Conditional Use Permit (C.U.P.) for a proposed Place of Worship

COMPREHENSIVE PLAN CONFORMANCE  
 Yes       No       No reference

**PLAN COMMISSION RECOMMENDATION**  
 Approval       Approval with Conditions       Denial

ATTACHMENTS:  
 A. Application Packet

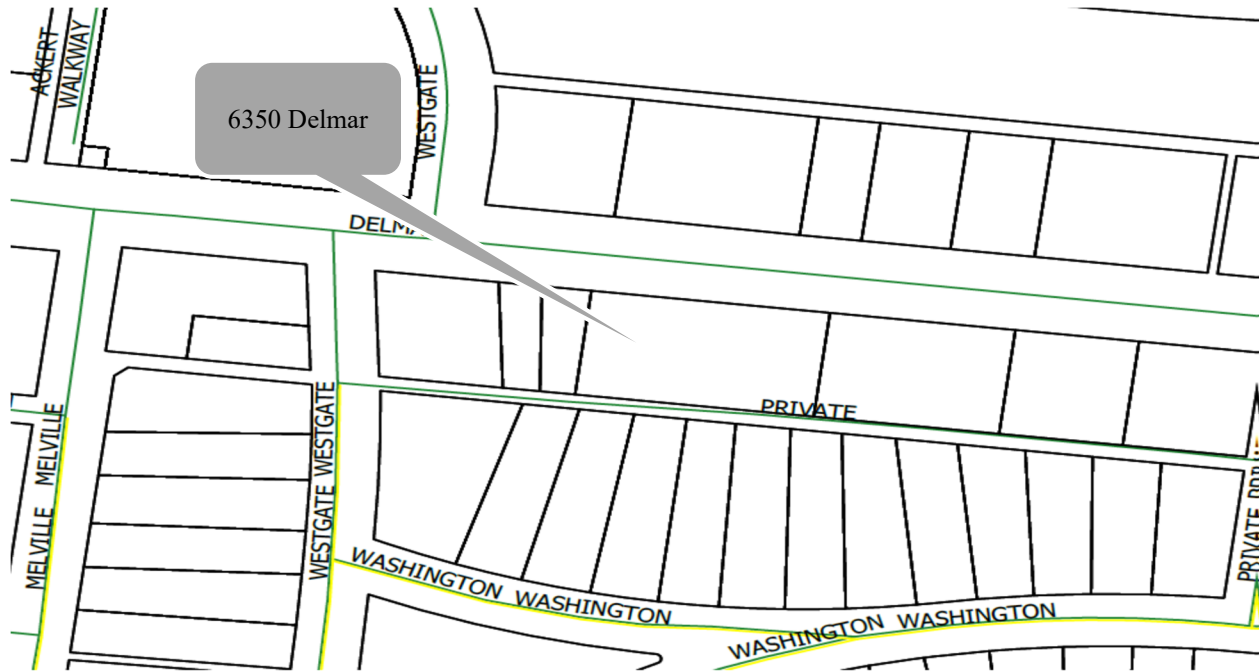
Existing Zoning: CC – Core Commercial  
 Existing Land Use: Multi-Tenant Commercial  
 Proposed Zoning: No change – “CC” District  
 Proposed Land Use: No change – Commercial

Surrounding Zoning and Current 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)

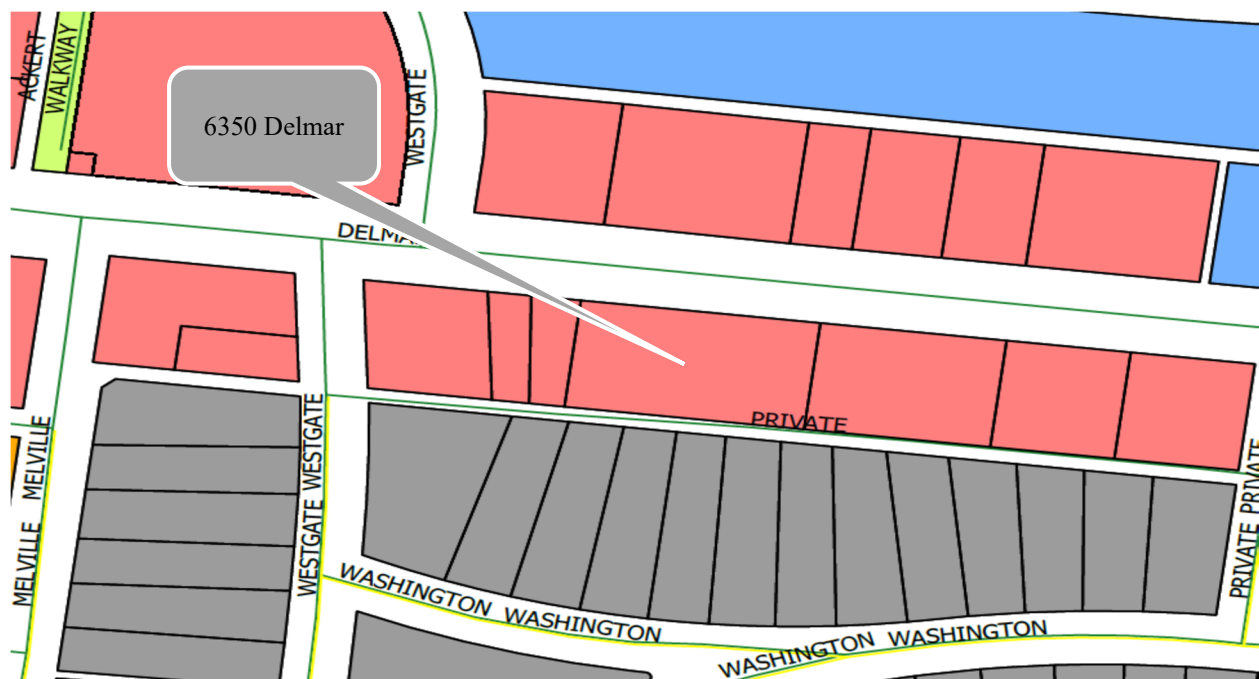
### Existing Property

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.

### Parcel Location

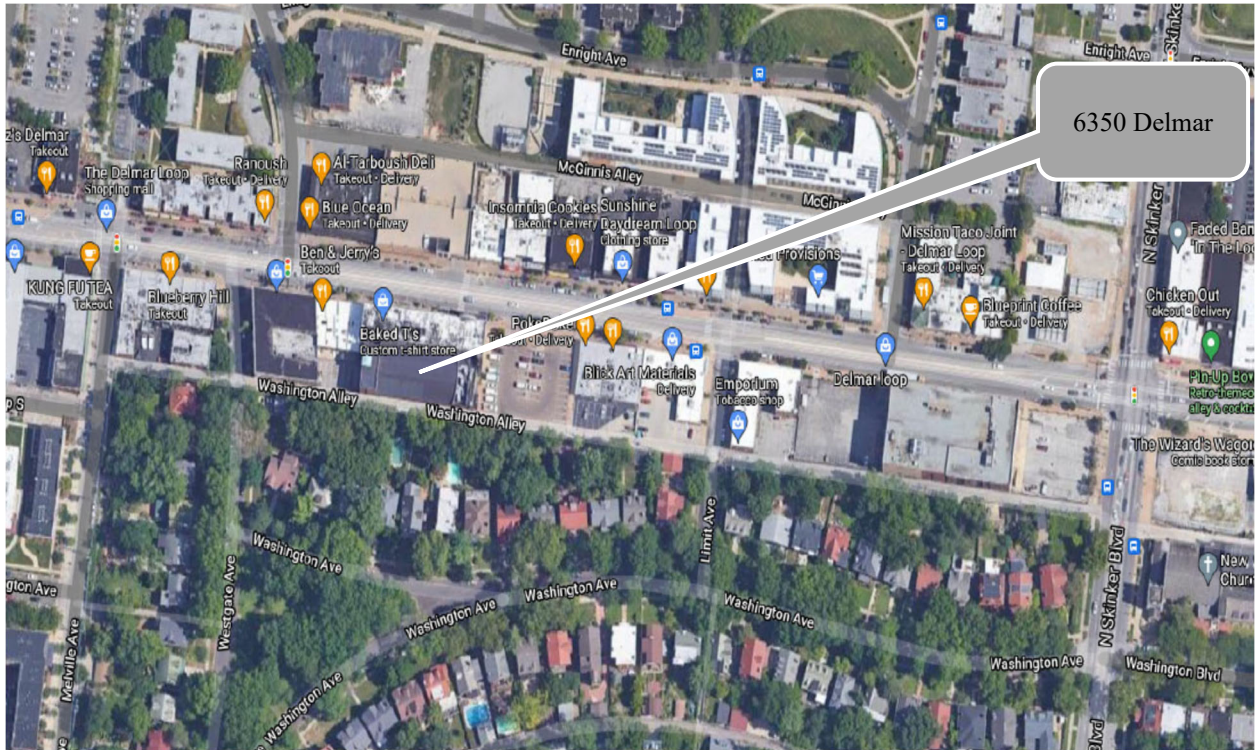


### Surrounding Zoning





## Aerial Overhead



## Aerial Angle



## **Applicant's Request**

The applicant is requesting a Conditional Use Permit for a "Place of Worship". The proposed use is listed as a permitted use in the Core Commercial (CC) District per Section 400.540, Subsection A(12) of the Code. However, Section 400.590, Subsection A, "Other Development Standards", requires that all floor building space with frontage on Delmar Boulevard shall be limited to the retail sales of goods or merchandise unless an exception is granted via the Conditional Use Permit process. As a result, the applicant is seeking the Conditional Use Permit to expand upon the current religious operation.

In addition, to the Conditional Use Permit process, the applicant will be seeking "Site Plan" approval in accordance with the requirements of Section 400.2595 "Site Plan Approval Required For Certain Exempt Institutions". Furthermore, the applicant will be seeking approval of the site plan as part of the Condominium conversion process that will be presented to City Council in accordance with the provisions set forth in Section 500.250 of the Building and Construction Code.

## **Process – Required City Approvals**

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

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

## **Other Processes**

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

## **Analysis**

The intent and purpose of the CC – Core Commercial District is to accommodate a wide variety of retail commercial uses, with an emphasis towards the sale of retail goods, dining and entertainment which attracts shoppers from a trade area beyond University City. Per the CC District regulations, any ground floor space with frontage on Delmar Boulevard is limited to retail trade. Exceptions to this limitation may be obtained through the granting of a Conditional Use Permit. The issue under consideration is the appropriateness of the proposed religious institution use at this location.

The minimum off-street parking and loading space requirements are set forth in Section 400.2140 of the Zoning Code. In evaluating the proposal, and assuming the entire assembly area would be utilized for religious activities, the required parking would be 1 space per every 3.5 seats. Based upon the projected 570 seats the required number of spaces would be 163 spaces. However, Section 400.2130 allows for an exception to the required parking for "Places of Worship". Specifically, places of worship are eligible for a 50% parking reduction via the conditional use permit process if they are not within a residentially zoned district and are within 500 feet of a public or private parking lot. This proposed location would be eligible for an exception. If an exception is granted a condition of approval could reduce the required parking to 82 spaces. Furthermore, if the 25% adaptive reuse exception, per section 400.2130 is utilized, that would allow for an additional reduction of 25% reducing the required parking to 61 required spaces. If it is determined that the use is within 500 feet of a transit stop then an additional 10% administrative exception would reduce the total required parking to 55 spaces.

Public Works & Parks: NA

Fire Department: NA

Police Department: NA

### **Public Involvement**

A public hearing at a regular Planning Commission meeting is required by the Zoning Code. The public hearing notice for the current proposal was published in the newspaper 15 days prior to the meeting date and was mailed to property owners within 500 feet of the subject property, exceeding the required distance of 185 feet. Any member of the public will have an opportunity to express any concerns by writing in or attending the Planning Commission meeting.

### **Review Criteria**

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

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

6. The proposed use will not adversely impact designated historic landmarks or districts; and
7. Where a proposed use has the potential for adverse impacts, sufficient measures have been or will be taken by the applicant that would negate, or reduce to an acceptable level, such potentially adverse impacts. Such measures may include, but not necessarily be limited to:
  - a. Improvements to public streets, such as provision of turning lanes, traffic control islands, traffic control devices, etc.;
  - b. Limiting vehicular access so as to avoid conflicting turning movements to/from the site and access points of adjacent properties, and to avoid an increase in vehicular traffic in nearby residential areas;
  - c. Provision of cross-access agreement(s) and paved connections between the applicant's property and adjacent property(ies) which would help mitigate traffic on adjacent streets;
  - d. Provision of additional screening and landscape buffers, above and beyond the minimum requirements of this Chapter;
  - e. Strategically locating accessory facilities, such as trash storage, loading areas, and drive-through facilities, so as to limit potentially adverse impacts on adjacent properties while maintaining appropriate access to such facilities and without impeding internal traffic circulation;
  - f. Limiting hours of operation of the use or certain operational activities of the use (e.g., deliveries); and
  - g. Any other site or building design techniques which would further enhance neighborhood compatibility.

**Findings of Fact (Section 400.2720)**

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

1. Complies with all applicable provisions of this Chapter;
2. At the specific location will contribute to and promote the community welfare or convenience;

3. Will not cause substantial injury to the value of neighboring property;
4. Is consistent with the Comprehensive Plan, neighborhood development plan (if applicable), the Olive Boulevard Design Guidelines (if applicable), and any other official planning and development policies of the City; and
5. Will provide off-street parking and loading areas in accordance with the standards contained in Article **VII** of this Chapter

**Plan Commission Recommendation**

Based on the preceding considerations, the Plan Commission recommended approval of the application subject to the following conditions:

1. Obtain Site Plan Approval Prior to the Issuance of an Occupancy Permit
2. Parking Spaces Reduced to 55 Contingent Upon an Agreement with the City.
3. The existing uses on the property would continue as part of the CUP.



# Department of Community Development

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

## APPLICATION FOR CONDITIONAL USE PERMIT Under Article 11 of the Zoning Code of University City, Missouri

1. Address/Location of Site/Building: 6350 Delmar Blvd., University City, St. Louis, Missouri

2. Zoning District (check one):

SR  LR  MR  HR  HRO  GC  LC  CC  IC  PA  PD

3. Applicant's Name, Corporate or DBA Name, Address and Daytime Telephone: \_\_\_\_\_

U-City Family Church, d/b/a One Family Church, 6358 Delmar Blvd., #200, St. Louis, MO 63130, 314-329-8390

*cell (818) 749-5889*

4. Applicant's Interest in the Property:  Owner  Owner Under Contract  Tenant\*  
 Tenant Under Contract\*  Other\* (explain): \_\_\_\_\_

\* Please Note: Zoning Code Section 34-131.1 requires that the application may only come from one (1) or more of the owners of record or owners under contract of a lot of record (or zoning lot), or their authorized representative. If you are applying as a tenant, tenant under contract or other, you must attach a letter from the owner stating you are an authorized representative of them and they give you permission to file this application for Conditional Use on their behalf.

5. Owner's Name, Corporate or DBA Name, Address and Daytime Telephone, if other than Applicant:

Tivoli Building, LLC, 6504 Delmar Blvd., University City, Missouri, 63130, 314-727-0110

6. Please state, as fully as possible, how each of the following standards are met or will be met by the proposed development or use for which this application is being made. Attach any additional information to this application form.

a) Complies with all applicable provisions of the University City Zoning Code (e.g. required yards and setbacks, screening and buffering, signs, etc.).

Per discussions with Clifford Cross and John Mulligan, (i) no site plan is required to be submitted with this application and (ii) the city will enter into a parking agreement with the owner under contract, giving owner under contract parking access in connection with church services to satisfy applicable zoning provisions.

b) At the specific location will contribute to and promote the community welfare or convenience.

Since One Family Church began holding services at the Tivoli Theatre in 2011, our goal has been to bring hope, unity, and peace to University City residents. Further, our volunteer efforts in the community, through volunteering at the University City School District and funding food, clothing, shelter, and health initiatives, benefits the University City community.

c) Will not cause substantial injury to the value of neighboring property.

Our continued use of the Tivoli Theatre will benefit the value of neighboring property by increasing sales at nearby businesses as the One Family Church congregation exits the location and visits adjacent stores and restaurants. Such business is particularly impactful because it occurs primarily during historically quiet Sunday mornings on the Delmar Loop.

d) Is consistent with the Comprehensive Plan, neighborhood development plan (if applicable), and any other official planning and development policies of the City.

The 2005 Comprehensive Plan asserts the goals of managing and improving commercial areas, recognizing the importance of historic areas, maintaining the special character of the Loop, and preserving existing business districts such as the Loop.

Our continued use of the historic Tivoli Theatre will advance such goals by conserving the theatre and stimulating local business

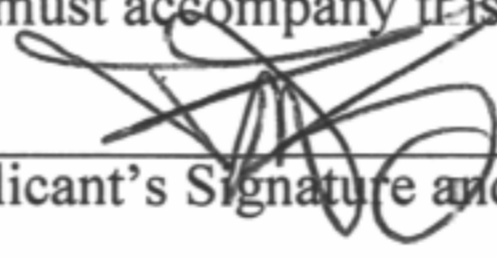
e) Will provide off-street parking and loading areas in accordance with the standards contained in Article 7 of the University City Zoning Code

See 6(a).

**\*\* Please Note:** You should also submit twelve (12) copies of a memo detailing the following information:  
1) Description of the proposed Conditional Use, in narrative form. Please include historical information about the applicant, the company and/or the organization. Explain why this particular site was chosen for the proposal, state the number of employees that will be working at the site, state the hours of operation, explain other features unique to the proposed use and submit any other information that will help the Plan Commission and City Council in their decisions. 2) Estimated impact of the conditional use on the surrounding properties and adjacent streets, including, but not limited to, average daily and peak hour traffic generation, existing traffic volumes of adjacent streets, if available, use of outdoor intercoms, and any other operational characteristics of the proposed use that may have impacts on other adjacent or nearby properties. 3) Legal description of the property(s) proposed for the Conditional Use Permit, when the proposed use involves a substantial addition or new construction.

A Public Hearing before the Plan Commission is required by Ordinance. Notice of such Public Hearing must be published in a newspaper of general circulation at least fifteen (15) days in advance. Upon receipt of a Plan Commission Recommendation, the City Council must consider this application and supporting information before a Use Permit may be granted. A fee of \$114 must accompany this application.

Date 4/23/01

 Senior Pastor  
Applicant's Signature and Title

\_\_\_\_\_  
Representing (if applicable)

FOR OFFICE USE ONLY

\_\_\_\_\_  
Application First Received.  
\_\_\_\_\_  
Application Fee in the Amount of \$ \_\_\_\_\_ Receipt # \_\_\_\_\_  
\_\_\_\_\_  
Application returned for corrections, additional data.  
\_\_\_\_\_  
Final complete application received.  
\_\_\_\_\_  
File # \_\_\_\_\_ created. K:\wpoffice\wpdata\lf-cup\firm.doc

**Date:** April 23, 2021  
**To:** University City Zoning Administrator  
**From:** One Family Church

**Re: University City Application for Conditional Use Permit Memorandum**

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- I. **Name, address, and telephone number of the legal owners of the property(s) proposed for the Conditional Use Permit and, if different, the person or firm submitting the plan.**

Legal Owner: Tivoli Building LLC, 6504 Delmar Blvd, St. Louis, MO 63130, 314- 727-0110

Party Under Contract Seeking the Conditional Use Permit: One Family Church, 6358 Delmar Blvd., St. Louis, MO 63130, 314-329-8390

- II. **Legal description of the property(s) proposed for the Conditional Use Permit, when the proposed use involves a substantial addition or new construction.**

There is no new construction or substantial addition planned for this property.

- III. **Common street address of the property(s) proposed for the Conditional Use Permit.**

6350 Delmar Blvd., University City, MO 63130

- IV. **Description of the proposed Conditional Use, in narrative form. Please include historical information about the applicant, the company and/or the organization.**

One Family Church seeks to continue holding Sunday morning worship services at 6350 Delmar Blvd. One Family Church also seeks to hold church-related events at the location two to five times per month on weekday evenings and/or Saturdays.

One Family Church—formerly U-City Family Church—is a multi-ethnic, multi-generational Christian Church located in the heart of University City. Our mission is to “bring people and God together in love.” From our inception, we have made it a priority to actively engage our community with the goal of bringing hope,



unity, peace, and empowerment to the residents of University City and the St. Louis region. To that end, we offer funding and volunteer support to several local agencies to provide food, clothing, shelter, training, emergency child care, affordable and professional mental health counseling, holistic legal services, and mentoring and training to men, women, and children in our community and beyond. We also volunteer as mentors/tutors in the University City School District at the elementary and high school levels.

Our congregation is composed of University City residents as well as residents from all over the St. Louis region. Prior to the COVID-19 pandemic, average attendance at One Family Church totaled approximately 700 people between two locations—with approximately 150 congregants at our Shaw location and 550 at our University City location.

One Family Church began holding Sunday morning worship services in the Tivoli Theatre on September 18, 2011. For five years, One Family Church conducted only one service at the location each Sunday morning.

On October 16, 2016, One Family Church began holding two services in the Tivoli Theatre each Sunday morning. While service times have changed slightly over the years, services generally start around 9 a.m. and end around noon each Sunday.

- V. **Explain why this particular site was chosen for the proposal, state the number of employees that will be working at the site, state the hours of operation, explain other features unique to the proposed use and submit any other information that will help the Plan Commission and City Council in their decisions.**

This particular site was chosen because it represents a rich and diverse cross section of our community. It is centrally located in the St. Louis region, and is well known and accessible. It is relatively unoccupied during our peak hours of operation—Sunday mornings—and it is the location where we have been meeting for nearly ten years.

Approximately eight employees will be working at the site. Hours of operation for church related events will be Sunday mornings, from approximately 8 a.m. to 1 p.m., and possibly two to five weekdays or per month during the hours of 6 p.m. to 9 p.m. and/or Saturdays for approximately 2-3 hours.

No additional seating will be added to the location. Crowd size will not exceed the crowd size of prior use of the location as a theatre.

- VI. **Estimated impact of the conditional use on the surrounding properties and adjacent streets, including, but not limited to, average daily and peak hour traffic generation, existing traffic volumes of adjacent streets, if available, use of outdoor**

**intercoms, and any other operational characteristics of the proposed use that may have impacts on other adjacent or nearby properties**

Peak hours of operation at the location are Sunday mornings between 8 a.m. and 1 p.m. The major impact on the surrounding properties is an increase in sales at the surrounding businesses during the late morning and early afternoon hours of Sunday mornings as the congregation of One Family Church exits the location and visits the surrounding retail stores, restaurants, and other businesses.

Traffic volume likely increases on Sunday mornings by an estimated 200-300 cars over the course of five to six hours—assuming there are two to three people per vehicle. Such an increase in traffic volume is unlikely to negatively impact the surrounding properties and adjacent streets, as Sunday mornings represent a relatively quiet time on the Delmar Loop.

In the event One Family Church holds other occasional church-related events (two to five per month) at the location, the impact on the surrounding properties and adjacent streets will not differ from the impact of the theatre operations that have historically occurred in the location.

Thank you for your consideration and please let me know if you have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Brent Roam", written over the printed name.

Brent Roam

Lead Pastor, One Family Church



## AGENDA ITEM COVER

**MEETING DATE:** September 13, 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:** Unfinished Business - Bill 9441

**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

Metcalfe 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:** September 13, 2021

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

**AGENDA SECTION:** Unfinished Business - Bills 9442

**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**

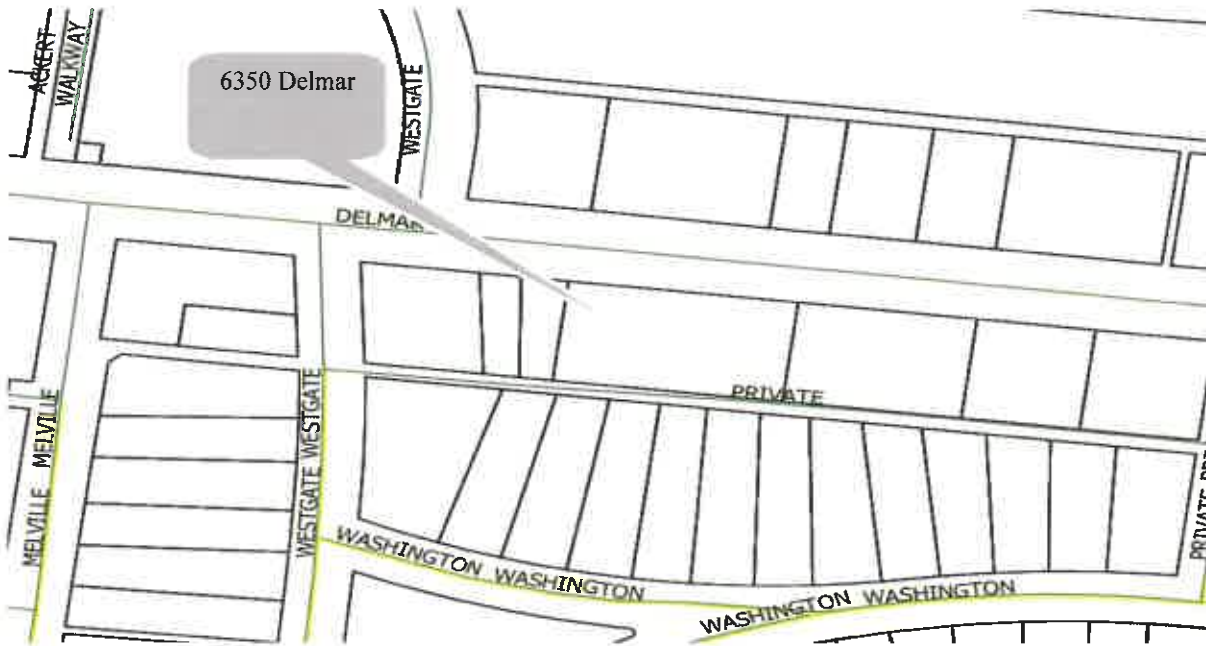
Approval  Approval with Conditions  Denial

**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

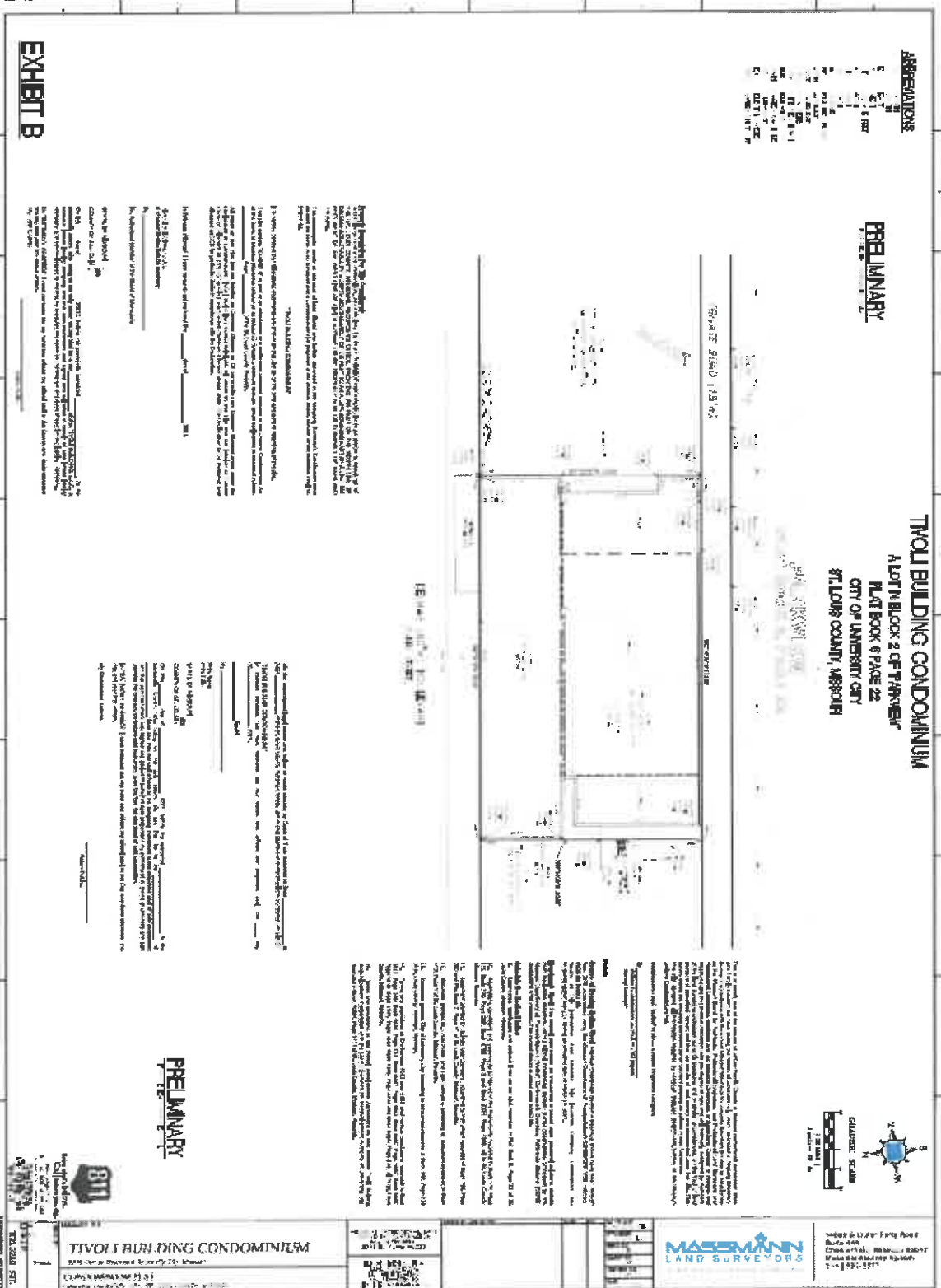
ATTEST:

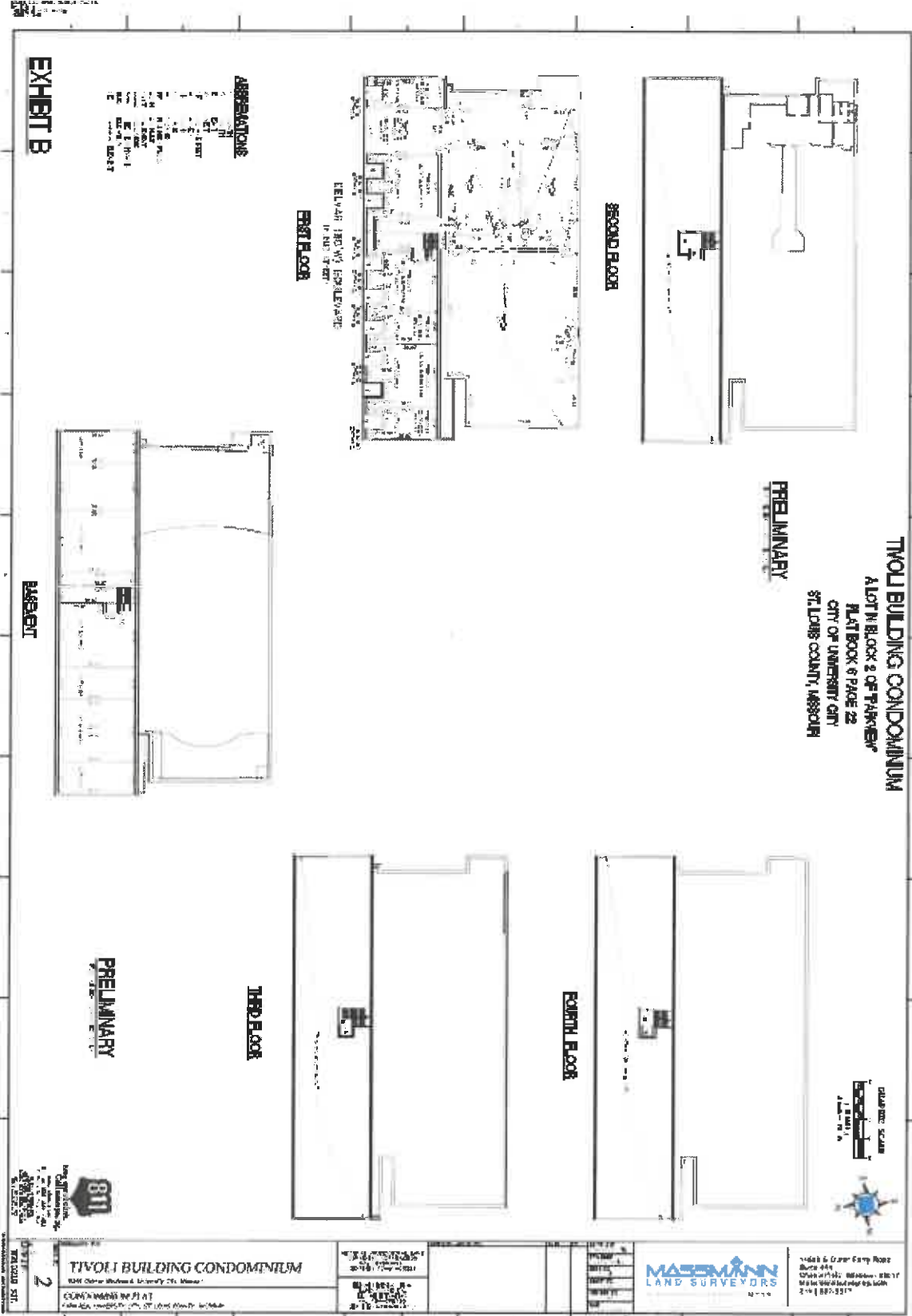
\_\_\_\_\_  
CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

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

**"CITY EXHIBIT A"**









## Council Agenda Item Cover

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**MEETING DATE:** September 13, 2021

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

**AGENDA SECTION:** Plat Unfinished Business - Bills 9443

**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 that reads "Margaret Holly". The signature is fluid and cursive, with a large loop at the end.

Margaret Holly, Chairperson  
University City Plan Commission



**Department of Community Development**

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

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

MEETING DATE: 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







CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM

NUMBER:  
For City Clerk Use NB-20210913-01

SUBJECT/TITLE:  
Resolution for Fiscal Year 2020-2021 Budget Amendment #4

REQUESTED BY: Keith Cole, Director of Finance DEPARTMENT / WARD: Finance / All

AGENDA SECTION: New Business - Resolution CAN ITEM BE RESCHEDULED? Yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:  
City Manager recommends approval of the Resolution for fiscal year 2020-2021 Budget Amendment #4.

FISCAL IMPACT:  
Increase to Fund Balance - General Fund \$150,015; Econ Dev Retail Sales Tax Fund - \$14,700; Cap Imp Sales Tax Fund - \$354,000; Parks & Stormwater Sales Tax Fund - \$98,000; Public Safety Sales Tax Fund - \$530,900; Golf Course Fund - \$393,000; Olive I-170 TIF RPA 2 Fund - \$2,990,000  
Reduction to Fund Balance - CALOP Fund \$25,000.

AMOUNT: Various ACCOUNT No.: See Detail

FROM FUND: See Detail TO FUND: See Detail

EXPLANATION:  
The changes in Budget Amendment #4 will have an increase to General Fund, fund reserves by \$150,015. The changes in the Econ Dev Retail Sales Tax Fund, Capital Imp Sales Tax Fund, Parks & Stormwater Sales Tax Fund, Public Safety Sales Tax Fund, Golf Course Fund, and Olive I-170TIF RPA 2 Fund will have an increase in fund reserves by \$14,700, \$354,000, \$98,000, \$530,900, \$393,000 and \$2,990,000, respectively. The change will have a reduction to the CALOP Fund, fund reserves by \$25,000, and there will be no impact to fund reserves to the Sewer Lateral Fund.

STAFF COMMENTS AND BACKGROUND INFORMATION:  
The attached information is the fourth (4th) budget amendment of fiscal year 2021. The amendment incorporates the increases and decreases of revenues and expenditures of the mentioned funds.

CIP No. N/A

RELATED ITEMS / ATTACHMENTS:  
1. Budget Amendment Details  
2. Resolution for Approval of the Amendment

LIST CITY COUNCIL GOALS (S):

RESPECTFULLY SUBMITTED: City Manager, Gregory Rose MEETING DATE: 09.13.2021

**FY21 Budget Amendment #4  
To Be Approved by City Council  
September 13, 2021**

**General Fund:**

| <u>Account</u>                        | <u>Revenue<br/>Increase</u> | <u>Revenue<br/>Decrease</u> | <u>Description</u>   |
|---------------------------------------|-----------------------------|-----------------------------|--|
| <u>Revenues</u>                       |                             |                             |  |
| 1) 4101 Local Use tax                 | 196,000                     |                             | Increase due to more people making on-line purchases over the internet.  |
| 2) 4105 County Wide Sales Tax (pool)  | 350,000                     |                             | Increase in sales tax, pooled, came in higher than anticipated. Budgeted conservatively.   |
| 3) 4115 Fire Sales Tax (pt of sale)   | 30,000                      |                             | Increase due to Fire Sales Tax came in higher than anticipated. Budgeted conservatively.   |
| 4) 4150 State Gas Tax                 | 135,000                     |                             | Increase due to Fire Sales Tax came in higher than anticipated. Budgeted conservatively.   |
| 5) 4155 State Motor Vehicle Sales Tax | 225,000                     |                             | Increase in State Motor Vehicle Sales Tax came in higher than anticipated. Budgeted conservatively.  |
| 6) 4160 County Road Fund              | 28,000                      |                             | Increase due to tax came in higher than anticipated.   |
| 7) 4205.19 Grant Revenue - COVID-19   | 99,800                      |                             | Increase due to receiving reimbursements from FEMA for covid-19 related expenditures, in addition to reimburse from FEMA for administering two (2) vaccine clinics by the Fire Dept. |
| 8) 4205.3 Grant Revenue - Police      | 72,000                      |                             | Increase due to receiving various police grants from federal agencies for expense reimbursements.  |
| 9) 4205.35 Grant Revenue - Fire       | 1,200                       |                             | Increase due to Fire Dept receiving grant from MO American Water for Ultraviolet Light to disinfect inside of ambulances.  |
| 10) 4205.5 Grant Revenue - Parks      | 6,400                       |                             | Increase due to receiving grant from Municipal Parks Commission.   |
| 11) 4301 Business Licenses            | 128,000                     |                             | Increase due to new businesses in addition to following up on the businesses to ensure the licenses were being paid.   |
| 12) 4305 Motor Vehicle Fees           | 2,200                       |                             | Increase to get budget closer to actual.   |
| 13) 4401 Electric                     |                             | (485,000)                   | Decrease due to number of factors such as weather, usage, business activity.   |
| 14) 4405 Natural Gas                  |                             | (150,000)                   | Decrease due to number of factors such as usage, weather, and business activity.   |
| 15) 4410 Water                        | 53,000                      |                             | Increase due to speculating more residents working from home, therefore, usage increased.  |
| 16) 4505 Building & Zoning            |                             | (187,000)                   | Decrease due to effects of covid-19 and the slow recovery in construction projects.  |
| 17) 4540 Ambulance Services           | 57,000                      |                             | Increase due to number of ambulance calls in addition to a full years worth of revenue.  |

**FY21 Budget Amendment #4  
To Be Approved by City Council  
September 13, 2021**

| <b>General Fund:</b>                 |   |                             |                                   |   |
|--------------------------------------|---|-----------------------------|-----------------------------------|---|
| <u>Account</u>                       | <u>Revenues</u>   | <u>Revenue<br/>Increase</u> | <u>Revenue<br/>Decrease</u>       | <u>Description</u>  |
| 18)                                  | 4610 Aquatics<br>4615 Community Center<br>4620 Centennial Commons |                             | (31,000)<br>(40,000)<br>(380,000) | Decrease due to recreational facilities were not open for most of the fiscal year due to effects of covid-19.   |
| 19)                                  | 4701 Parking Meter Collections                                    |                             | (30,000)                          | Decrease due to collections were down in the Loop area; in addition meters were not patrolled.  |
| 20)                                  | 4703 Parking Fines  | 37,000                      |                                   | Increase due to fines came in higher than anticipated.  |
| 21)                                  | 4705 Court Fines  |                             | (27,000)                          | Decrease due to not having in person court due to covid-19.   |
| 22)                                  | 4804 Miscellaneous Revenue  | 92,000                      |                                   | Increase mainly due to receiving check from state of MO, MODOT, for project 1181 Forsyth Blvd Imp. The expenditures came in lower than expected on project, resulting in state issuing a check. |
| 23)                                  | 4805 Insurance Recoveries   | 10,000                      |                                   | Increase due to receiving claim checks that came in higher than expected.   |
| <b>Change in Revenues - Increase</b> |   |                             | <b>192,600</b>                    |   |

**FY21 Budget Amendment #4  
To Be Approved by City Council  
September 13, 2021**

**General Fund:**

| <u>Account</u>                       | <u>Expenditure<br/>Increase</u> | <u>Expenditure<br/>Decrease</u> | <u>Description</u>  |
|--------------------------------------|---------------------------------|---------------------------------|---|
| <b>Expenditures</b>                  |                                 |                                 |   |
| <b>1) Legislative</b>                |                                 |                                 |   |
| 5001 Salaries-Full Time              | 2,300                           |                                 | Transfer funds from Professional Services to Salaries-Full Time, Salaries-Full Time COVID 19, and Salaries-Part Time Temp to cover the costs.<br>No impact to fund reserves.  |
| 5001.01 Salaries-Full Time COVID 19  | 1,375                           |                                 |   |
| 5340 Salaries-Part Time Temp         | 800                             |                                 |   |
| 6010 Professional Services           |                                 | (4,475)                         |   |
| <b>2) Asst City Manager's Office</b> |                                 |                                 |   |
| 6010 Professional Services           | 33,150                          |                                 | Transfer funds from Salaries-Full Time to Professional Services and Printing Services due to the use of a communication consultant to assist with communications and archiving social media records.<br>No impact to fund reserves.   |
| 6150 Printing Services               | 11,900                          |                                 |   |
| 5001 Salaries-Full-Time              |                                 | (45,050)                        |   |
| <b>3) City Manager's Office</b>      |                                 |                                 |   |
| 5001.01 Salaries-Full Time COVID 19  | 3,300                           |                                 | Transfer funds from Mileage Reimbursement, Advertising Public Notices, Office Equipment Maintenance, and Staff Training to Salaries-Full Time COVID 19 and Temporary Labor to cover the costs.<br>No impact to fund reserves.<br>Increase to Legal Fees due to unanticipated legal matters Funding to come from Police Dept.<br>No impact to fund reserves. |
| 6070 Temporary Labor                 | 3,000                           |                                 |   |
| 6110 Mileage Reimbursement           |                                 | (1,000)                         |   |
| 6130 Advertising & Public Notices    |                                 | (300)                           |   |
| 6400 Office Equipment Maintenance    |                                 | (2,000)                         |   |
| 6610 Staff Training                  |                                 | (3,000)                         |   |
| 6020 Legal Fees                      | 174,500                         |                                 |   |
| <b>4) Human Resources</b>            |                                 |                                 |   |
| 5001 Salaries-Full Time              | 17,090                          |                                 | Transfer funds from Postage to Salaries-Full Time, Salaries-Full Time COVID 19, Injury Leave Taxable, Professional Services, and Maintenance Contracts to cover costs.<br>No impact to fund reserves.   |
| 5001.01 Salaries-Full Time COVID 19  | 1,610                           |                                 |   |
| 5230 Injury Leave Taxable            | 1,835                           |                                 |   |
| 6010 Professional Services           | 2,590                           |                                 |   |
| 6050 Maintenance Contracts           | 1,560                           |                                 |   |
| 6090 Postage                         |                                 | (24,685)                        |   |
| <b>5) Finance</b>                    |                                 |                                 |   |
| 5001 Salaries-Full Time              | 2,100                           |                                 | Transfer funds from Medical Insurance, Social Security Contributions, Professional Services, and Maintenance Contracts to Salaries-Full Time, Salaries-Full Time COVID 19, Injury Leave Taxable, Postage, and Subdivision Fees & Taxes to cover costs.<br>No impact to fund reserves.   |
| 5001.01 Salaries-Full Time COVID 19  | 5,400                           |                                 |   |
| 5230 Injury Leave Taxable            | 670                             |                                 |   |
| 5460 Medical Insurance               |                                 | (4,000)                         |   |
| 5660 Social Security Contributions   |                                 | (3,000)                         |   |
| 6010 Professional Services           |                                 | (6,770)                         |   |
| 6050 Maintenance Contracts           |                                 | (3,000)                         |   |
| 6090 Postage                         | 5,000                           |                                 |   |
| 6680 Subdivision Fees & Taxes        | 3,600                           |                                 |   |
| <b>6) Information Technology</b>     |                                 |                                 |   |
| 5001.01 Salaries-Full Time COVID 19  | 2,500                           |                                 | Transfer funds from Staff Training to Salaries-Full Time COVID 19 to cover costs that was not included in the original budget. No impact to fund reserves.  |
| 6610 Staff Training                  |                                 | (2,500)                         |   |
| <b>7) Municipal Courts</b>           |                                 |                                 |   |
| 5001.01 Salaries-Full Time COVID 19  | 2,975                           |                                 | Transfer funds from Overtime, Medical Insurance, and Office & Computer Equipment to Salaries-Full Time COVID 19, Technology Services, and Office Supplies to cover costs. No impact to fund reserves.   |
| 5380 Overtime                        |                                 | (2,975)                         |   |
| 5460 Medical Insurance               |                                 | (2,460)                         |   |
| 6560 Technology Services             | 2,460                           |                                 |   |
| 7001 Office Supplies                 | 1,035                           |                                 |   |
| 7090 Office & Computer Equipment     |                                 | (1,035)                         |   |

**FY21 Budget Amendment #4  
To Be Approved by City Council  
September 13, 2021**

**General Fund:**

| <u>Account</u>                                    | <u>Expenditure<br/>Increase</u> | <u>Expenditure<br/>Decrease</u> | <u>Description</u>                                       |
|---|---------------------------------|---------------------------------|--|
| <b>Expenditures</b>                               |                                 |                                 |  |
| <b>8) Police</b>                                  |                                 |                                 |  |
| 5001 Salaries-Full Time                           |                                 | (669,750)                       | Transfer funds from Salaries-Full Time and Office        |
| 5001.01 Salaries-Full Time COVID 19               | 93,000                          |                                 | Equipment Maintenance to Salaries-Full Time COVID 19.    |
| 5220 Injury Leave                                 | 19,100                          |                                 | Injury Leave, Salaries-Part Time Temp, Overtime,         |
| 5340 Salaries-Part Time Temp                      | 9,200                           |                                 | Workers Comp, Soc. Security Contributions,               |
| 5380 Overtime                                     | 79,600                          |                                 | Unemployment, Maint. Contracts, and Technology           |
| 5420 Workers Compensation                         | 8,000                           |                                 | Services to cover costs.                                 |
| 5660 Social Security Contributions                | 40,300                          |                                 | No impact to fund reserves.                              |
| 5860 Unemployment                                 | 5,300                           |                                 |  |
| 6050 Maintenance Contracts                        | 29,600                          |                                 |  |
| 6560 Technology Services                          | 18,000                          |                                 |  |
| 6400 Office Equipment Maintenance                 |                                 | (18,000)                        |  |
| <b>9) Fire</b>                                    |                                 |                                 |  |
| 5001 Salaries-Full Time                           |                                 | (127,500)                       | Transfer funds from Salaries-Full Time, Part-Time,       |
| 5001.01 Salaries-Full Time COVID 19               | 49,300                          |                                 | Professional Services, Maint. Contracts, Prof. Dev.,     |
| 5220 Injury Leave                                 | 59,950                          |                                 | Electricity, Tuition Reimbursement to Salaries-Full Time |
| 5340 Salaries-Part Time Temp                      |                                 | (30,000)                        | COVID 19, Injury Leave, Overtime, Workers Comp,          |
| 5380 Overtime                                     | 135,000                         |                                 | Medical Insurance, Adm/Commission/Collection fees,       |
| 5420 Workers Compensation                         | 46,800                          |                                 | and Staff Training to cover costs.                       |
| 5460 Medical Insurance                            | 41,500                          |                                 | No impact to fund reserves.                              |
| 6005 Adm/Commission/Collection Fees               | 72,300                          |                                 |  |
| 6010 Professional Services                        |                                 | (12,500)                        |  |
| 6050 Maintenance Contracts                        |                                 | (8,700)                         |  |
| 6120 Professional Development                     |                                 | (7,000)                         |  |
| 6260 Electricity                                  |                                 | (15,000)                        |  |
| 6600 Tuition Reimbursement                        |                                 | (5,000)                         |  |
| 6610 Staff Training                               | 12,000                          |                                 |  |
| 7960 Vaccine Clinic                               | 18,500                          |                                 | Vaccine Exp offset by Grant Revenue-COVID 19             |
| <b>10) Public Works - Admin &amp; Engineering</b> |                                 |                                 |  |
| 5001 Salaries-Full Time                           | 37,200                          |                                 | Transfer funds from Public Works - Street Maintenance    |
| 5001.01 Salaries-Full Time COVID 19               | 1,060                           |                                 | Division to Public Works - Admin & Engineering           |
| 5230 Injury Leave Taxable                         | 5,550                           |                                 | Division to cover costs within the department.           |
| 5340 Salaries-Part Time Temp                      | 2,700                           |                                 | No impact to fund reserves.                              |
| <b>11) Public Works - Street Maintenance</b>      |                                 |                                 |  |
| 5001 Salaries-Full Time                           |                                 | (8,000)                         |  |
| 5001.01 Salaries-Full Time COVID 19               | 7,000                           |                                 |  |
| 5230 Injury Leave Taxable                         | 5,000                           |                                 |  |
| 6260 Electricity                                  |                                 | (40,000)                        |  |
| 6380 Equipment Maintenance                        | 20,000                          |                                 |  |
| 7170 Asphalt Products                             |                                 | (23,000)                        |  |
| 7730 Metal Supplies                               |                                 | (2,000)                         |  |
| 7810 Sign Supplies                                |                                 | (5,510)                         |  |
| <b>12) Public Works - Facilities Maintenance</b>  |                                 |                                 |  |
| 5001 Salaries-Full Time                           |                                 | (15,000)                        | Transfer funds from Salaries-Full Time to Salaries-Full  |
| 5001.01 Salaries-Full Time COVID 19               | 5,000                           |                                 | Time COVID 19 and Injury Leave Taxable to cover          |
| 5230 Injury Leave Taxable                         | 10,000                          |                                 | costs. No impact to fund reserves.                       |
| <b>13) Planning &amp; Development</b>             |                                 |                                 |  |
| 5001 Salaries-Full Time                           |                                 | (13,000)                        | Transfer funds from Salaries-Full Time to Salaries-Full  |
| 5001.01 Salaries-Full Time COVID 19               | 13,000                          |                                 | Time COVID 19 to cover costs.                            |
|   |                                 |                                 | No impact to fund reserves.                              |

**FY21 Budget Amendment #4  
To Be Approved by City Council  
September 13, 2021**

**General Fund:**

| <u>Account</u>   | <u>Expenditure</u> | <u>Expenditure</u> | <u>Description</u>  |
|--|--------------------|--------------------|---|
| <u>Expenditures</u>  | <u>Increase</u>    | <u>Decrease</u>    |   |
| <b>14) Parks, Recreation &amp; Forestry - Park Maintenance</b>   |                    |                    |   |
| 5001 Salaries-Full Time  |                    | (12,000)           | Transfer funds from Salaries-Full Time to Salaries-Full Time COVID 19 to cover costs. |
| 5001.01 Salaries-Full Time COVID 19                              | 12,000             |                    | No impact to fund reserves.   |
| <b>15) Parks, Recreation &amp; Forestry - Aquatics</b>           |                    |                    |   |
| 6050 Maintenance Contracts                                       | 134,000            |                    | Transfer funds from Centennial Commons to Aquatics to cover costs.                    |
| <b>16) Parks, Recreation &amp; Forestry - Centennial Commons</b> |                    |                    | No impact to fund reserves.   |
| 5001 Salaries-Full Time  |                    | (50,000)           |   |
| 5340 Salaries-Part Time Temp                                     |                    | (40,000)           |   |
| 6060 Instructors & Sports Officials                              |                    | (44,000)           |   |
| <b>Change in Expenditures - Increase</b>                         |                    | <b>18,500</b>      |   |
| <b>Total General Fund</b>  |                    |                    |   |
| <b>Increase to Fund Balance</b>                                  |                    | <b>174,100</b>     |   |

The effect on the General Fund from these amendments are as follows:

|  |                       |
|--|-----------------------|
| Original Adopted Budget (Deficit)        | \$ (481,615)          |
| Change in Budget Amendment #1            | <u>1,081,796</u>      |
| Balance after Budget Amendment #1        | \$ 600,181            |
| Change in Budget Amendment #2            | <u>252,534</u>        |
| Balance after Budget Amendment #2        | 852,715               |
| Change in Budget Amendment #3            | <u>(876,800)</u>      |
| Balance after Budget Amendment #3        | (24,085)              |
| <b>Change in Budget Amendment #4</b>     | <u><b>174,100</b></u> |
| <b>Balance after Budget Amendment #4</b> | <b>150,015</b>        |

**FY21 Budget Amendment #4  
To Be Approved by City Council  
September 13, 2021**

**Sewer Lateral Fund:**

| <u>Account</u>                   | <u>Expenditure<br/>Increase</u> | <u>Expenditure<br/>Decrease</u> | <u>Description</u>   |
|----------------------------------|---------------------------------|---------------------------------|--|
| 1) 5001 Salaries-Full Time       |                                 | (30,000)                        | Transfer funds from Salaries-Full Time to Sewer Lateral Expenses to cover costs.<br>No impact to fund balance. |
| 6450 Sewer Lateral Expense       | 30,000                          |                                 |  |
| <b>Total Sewer Latweral Fund</b> |                                 |                                 |  |
| <b>No Impact to Fund Balance</b> |                                 |                                 | -  |

**Economic Development Retail Sales Tax Fund:**

| <u>Account</u>  | <u>Revenue<br/>Increase</u> | <u>Revenue<br/>Decrease</u> | <u>Description</u>  |
|---|-----------------------------|-----------------------------|---|
| 1) 4145 Economic Dev Sales Tax                          | 14,000                      |                             | Increase in sales tax over what was budgeted,<br>and revenue from EMT Training Class. |
| 4804 Misc Operating Revenue                             | 700                         |                             |   |
| <b>Total Economic Development Retail Sales Tax Fund</b> |                             |                             |   |
| <b>Increase in Fund Balance</b>                         |                             |                             | <b>14,700</b>   |

**Capital Improvement Sales Tax Fund:**

| <u>Account</u>                                  | <u>Revenue<br/>Increase</u> | <u>Revenue<br/>Decrease</u> | <u>Description</u>                            |
|---|-----------------------------|-----------------------------|---|
| 1) 4110 Capital Improvement Sales Tax           | 354,000                     | -                           | Increase in sales tax over what was budgeted. |
| <b>Total Capital Improvement Sales Tax Fund</b> |                             |                             |   |
| <b>Increase in Fund Balance</b>                 |                             |                             | <b>354,000</b>                                |

**Parks & Stormwater Sales Tax Fund:**

| <u>Account</u>                                     | <u>Revenue<br/>Increase</u> | <u>Revenue<br/>Decrease</u> | <u>Description</u>                            |
|--|-----------------------------|-----------------------------|---|
| 1) 4120 Park Sales Tax                             | 98,000                      | -                           | Increase in sales tax over what was budgeted. |
| <b>Total Parks &amp; Stormwater Sales Tax Fund</b> |                             |                             |   |
| <b>Increase in Fund Balance</b>                    |                             |                             | <b>98,000</b>                                 |

**FY21 Budget Amendment #4  
To Be Approved by City Council  
September 13, 2021**

**Public Safety Sales Tax Fund:**

| <u>Account</u>   | <u>Revenue<br/>Increase</u> | <u>Revenue<br/>Decrease</u> | <u>Description</u>  |
|--|-----------------------------|-----------------------------|---|
| 1) 4117 Public Safety Sales Tax  | 471,300                     |                             | Increase in sales tax over what was budgeted.                                   |
| 4805 Insurance Recoveries  | 59,600                      | -                           | Increase due to receiving proceeds from insurance co. for Police Car #2 and #4. |
| <b>Total Public Safety Sales Tax Fund<br/>Increase in Fund Balance</b> |                             | <b>530,900</b>              |   |

**CALOP Fund:**

| <u>Account</u>  | <u>Expenditure<br/>Increase</u> | <u>Expenditure<br/>Decrease</u> | <u>Description</u>  |
|---|---------------------------------|---------------------------------|---|
| 1) 6185 Film Grants                                   | 25,000                          |                                 | Increase due to allocating funds for film grants. Three (3) grants were issued in the amounts of \$5,000, \$10,000, and \$10,000. |
| <b>Total CALOP Fund<br/>Reduction in Fund Balance</b> |                                 | <b>25,000</b>                   |   |

**Golf Course Fund:**

| <u>Account</u>   | <u>Revenue<br/>Increase</u> | <u>Revenue<br/>Decrease</u> | <u>Description</u>               |
|--|-----------------------------|-----------------------------|----------------------------------|
| 1) 4601 Golf Course  | 393,000                     |                             | Increase in golf course revenue. |
| <b>Total Golf Course Fund<br/>Increase in Fund Balance</b> |                             | <b>393,000</b>              |                                  |



**FY21 Budget Amendment #4  
To Be Approved by City Council  
September 13, 2021**

**Olive I-170 TIF RPA 2 Fund**

| <u>Account</u>                | <u>Revenue<br/>Increase</u> | <u>Revenue<br/>Decrease</u> | <u>Description</u>  |
|-------------------------------|-----------------------------|-----------------------------|---|
| 1) 4804 Miscellaneous Revenue | 3,000,000                   |                             | Increase due to advancement in sales tax from the close of Costco property. |

| <u>Account</u>                | <u>Expenditure<br/>Increase</u> | <u>Expenditure<br/>Decrease</u> | <u>Description</u>   |
|-------------------------------|---------------------------------|---------------------------------|--|
| 1) 6807 Relocation Assistance | 10,000                          |                                 | Increase due to approving of relocation grant for residents who relocate within the RPA-2 City boundaries. |

**Total Olive I-170 TIF RPA 2 Fund  
Increase in Fund Balance**

**2,990,000**

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**Resolution 2021 - 13**

**A RESOLUTION AMENDING THE FISCAL YEAR 2020-2021 (FY21)  
BUDGET – AMENDMENT # 4 AND APPROPRIATING SAID AMOUNTS**

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of University City, Missouri, that the Annual Budget for the fiscal year beginning July 1, 2020, was approved by the City Council and circumstances now warrant amendment to that original budget.

**BE IT FURTHER RESOLVED**, that in accordance with the City Charter, the several amounts stated in the budget amendment as presented, are herewith appropriated to the several objects and purposes named.

Adopted this 13th day of September 2021.

\_\_\_\_\_  
Mayor

Attest:

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

Certified to be Correct as to Form:

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



**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

|   |                       |
|---|-----------------------|
| <b>NUMBER:</b><br><i>For City Clerk Use</i> | <b>NB-20210913-02</b> |
|---|-----------------------|

|   |                      |  |     |
|---|----------------------|--|-----|
| <b>SUBJECT/TITLE:</b><br>An Ordinance Amending Section 210.040 of The University City Municipal Code, Relating To Keeping More Than Two Animals Under Certain Conditions Is Unlawful, By Repealing Section 210.040 and Enacting in Lieu Thereof A New Section To Be Known As "Section 210.040. Keeping More Than Three Animals Under Certain Conditions Unlawful;" Containing A Savings Clause and Providing A Penalty. |                      |  |     |
| <b>REQUESTED BY:</b><br>City Manager Gregory Rose   |                      | <b>DEPARTMENT / WARD</b><br>Administration / All Wards |     |
| <b>AGENDA SECTION:</b>  | New Business - Bills | <b>CAN ITEM BE RESCHEDULED?</b>                        | Yes |
| <b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b><br>City Manager recommends approval.  |                      |  |     |
| <b>FISCAL IMPACT:</b>   |                      |  |     |
| <b>AMOUNT:</b>  | na                   | <b>ACCOUNT No.:</b>                                    | na  |
| <b>FROM FUND:</b>   | na                   | <b>TO FUND:</b>  | na  |
| <b>EXPLANATION:</b>   |                      |  |     |

|   |
|---|
| <b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b><br>Municipal Code Section 210.040 generally prohibits a person from keeping on any one lot more than two animals of the following types or any combination thereof: dogs, cats, monkeys or ducks. This Bill increases the number of these animals allowed from two to three.<br>The Park Commission, at its January 19, 2021 meeting, recommended that a combination of six dogs and cats be allowed so long as there are no more than three dogs. The City Manager recommends an incremental approach, increasing the number of animals allowed to three at this time. |
|---|

|   |     |
|---|-----|
| <b>CIP No.</b>  | N/A |
| <b>RELATED ITEMS / ATTACHMENTS:</b><br>1. Bill No. 9444 |     |

|                                     |                            |                      |            |
|-------------------------------------|----------------------------|----------------------|------------|
| <b>LIST CITY COUNCIL GOALS (S):</b> |                            |                      |            |
| <b>RESPECTFULLY SUBMITTED:</b>      | City Manager, Gregory Rose | <b>MEETING DATE:</b> | 09-13-2021 |



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

DATE:

BILL NO. 9444

ORDINANCE NO.

**AN ORDINANCE AMENDING SECTION 210.040 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO KEEPING MORE THAN TWO ANIMALS UNDER CERTAIN CONDITIONS UNLAWFUL, by repealing Section 210.040 and enacting in lieu therefor a new section to be known as "Section 210.040. Keeping More Than Three Animals Under Certain Conditions Unlawful;" CONTAINING A SAVINGs CLAUSE AND PROVIDING A PENALTY.**

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

Section 1. Section 210.040 of the University City Municipal Code, relating to keeping more than two animals under certain conditions unlawful, is hereby amended, by repealing Section 210.040 and enacting in lieu therefor a new section to be known as "Section 210.040. Keeping More Than Three Animals Under Certain Conditions Unlawful;" thereby amending Section 210.040 so as to increase the number of certain animals allowed from two to three, so that Section 210.040, as amended, shall read as follows:

210.040. Keeping More Than Three Animals Under Certain Conditions Unlawful.

It is unlawful for any person to keep, maintain or allow to remain on any one (1) lot, tract or parcel of ground within the City more than three (3) animals of the following types or any combination thereof: dogs, cats, monkeys or ducks as provided for in Section 210.020; excluding, however, the young of a litter of animals under three (3) months of age; it shall further be unlawful for any person to keep more than one (1) such pet per dwelling unit in multiple-family buildings of three (3) units or more; provided however, this Section shall not apply where such animals are kept in the conduct of a commercial enterprise or business at locations where such a business is permitted and duly licensed under Title VI of this Code.

Section 2. This ordinance shall not be construed so as to relieve any person, firm or corporation from any penalty heretofore incurred by the violation of Section 210.040, nor bar the prosecution of any such violation.

Section 3. Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be subject to the penalty provided in Section 100.190.

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