



MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, October 10, 2022
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS

none

E. APPROVAL OF MINUTES

1. September 27, 2022 – Regular Meeting Minutes

F. APPOINTMENTS to BOARDS AND COMMISSIONS

None

G. SWEARING IN TO BOARDS AND COMMISSIONS

None

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

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

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

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

I. PUBLIC HEARINGS

1. Easement Vacation – Public walkway between 511 and 519 Westview Drive

J. CONSENT AGENDA

1. Ground Emergency Medical Transportation (GEMT) Renewal Contract
2. MS Office 365 Renewal (SHI Inc.)
3. Emerald Ash Borer (EAB) Tree Removal & Replacement Contract
4. Leaf Collection Contract
5. Cochran Engineering Supplement Agreement – Groby (STP) Project
6. Groby 2025 STP Grant Application

K. CITY MANAGER'S REPORT (vote required)

1. Employee Recognition Awards (Flood Relief Efforts)

L. UNFINISHED BUSINESS

none

M. NEW BUSINESS

Resolutions (vote required)

1. **Res 2022-12** – Fiscal Year 2021-2022 Budget Amendment #4

Bills (Introduction and 1st reading - no vote required)

2. **Bill 9487**– AN ORDINANCE VACATING AND SURRENDERING A PUBLIC WALKWAY BETWEEN 511 and 519 WESTVIEW DRIVE.
3. **Bill 9488** – AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR PHASE II OF THE PROPOSED MARKET AT OLIVE DEVELOPMENT LOCATED AT 8630 OLIVE BOULEVARD.

N. 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

O. CITIZEN PARTICIPATION (continued if needed)

P. COUNCIL COMMENTS

Q. 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

R. ADJOURNMENT

The public may also observe via:

Live Stream via YouTube:

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

Updated 7th day of October 2022.

LaRette Reese

City Clerk, MRCC

MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Tuesday, September 27, 2022
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on Tuesday, September 27, 2022, Mayor Terry Crow called the meeting to order at 6:30 p.m.

B. ROLL CALL

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

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

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr.; Director of Planning & Zoning, Dr. John Wagner, and Amanda Truemper of Trivers.

C. APPROVAL OF AGENDA

Mayor Crow made a motion that in conjunction with Bill Number 9486, the John Ferry report be made open to the public and available for distribution tomorrow.

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

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

D. PROCLAMATIONS

1. Extra Mile Day - A Proclamation declaring November 1, 2022, as Extra Mile Day. A day urging each individual to not only go the extra mile in his or her own life but to also acknowledge those who are inspirational in their efforts and commitment to making the world a better place.
2. Leo Bressler 100th Birthday - A Proclamation extending sincere congratulations and best wishes for a very happy birthday.

E. APPROVAL OF MINUTES

1. September 12, 2022, Study Session Minutes; (Fire Department Dispatch Services), was moved by Councilmember Hales, it was seconded by Councilmember Clay, and the motion was carried unanimously.
2. September 12, 2022, Regular Meeting Minutes was moved by Councilmember Clay, it was seconded by Councilmember Klein, and the motion carried unanimously, with the exception of Councilmember Smotherson, who was not in attendance.

F. APPOINTMENTS TO BOARDS AND COMMISSIONS

None.

G. SWEARING IN TO BOARDS AND COMMISSIONS

None.

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.

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

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

Judi Myers, 1169 Burch Lane, U City, MO

Ms. Myers stated she learned of the FEMA buyout from the press, which stated that 12 out of the 19 homes on Burch Lane had been selected for this program. The first issue is that this indiscriminate selection does not seem to fairly represent all of the homes that were impacted by the flood. And secondly, it creates a fairly blighted neighborhood for those remaining 7 homes. Therefore, she is curious to know what the criterion was for selecting these 12 homes.

Ms. Myers stated there also needs to be some accountability on the part of MSD. Most of the people on her block experienced sewer backups that caused severe damage. And while we can agree that these storm waters were biblical, had these sewers been cleaned out it could have minimized some of the losses.

Mayor Crow stated typically, Council does not answer questions during this session, and while he will agree with the need for accountability by MSD, the Director of Planning & Zoning or the City Manager will get back to you with an answer on the selection process.

Don Fitz, 6954 Dartmouth, U City, MO

Mr. Fitz stated he was a victim of the flood and sustained roughly \$100,000 in damage from the 7 1/2 feet of water that destroyed everything in his basement. Yet, the only thing he could find in the way of assistance was FEMA because while the County Assessor might provide residents with a minute reimbursement, there are no radical adjustments to compensate for these devastating losses.

He stated as a Green Party Candidate for the County Assessor's office in November, he started thinking about the impact this and future floods can have on the County's revenue, and the need to come up with new and creative ideas to address this issue. One thing he discovered was an article printed in the *Post Dispatch* on August 28th, which devised a negative assessment adjustment that provides major financial support for people whose homes are damaged by these historic events. Mr. Fitz stated the Assessor can also work with other agencies to address the impact of climate change, which he believes will be strongly connected to the County's assessment problems.

Mayor Crow informed citizens who signed up to speak on Bills 9485 and 9486 that they would be allowed to speak when these Bills are called up for a vote.

I. PUBLIC HEARINGS

1. 2022 Annual Property Tax Rates

Mayor Crow opened the Public Hearing at 6:42 p.m., and after acknowledging that all written comments had been provided to Council, the hearing was closed at 6:42 p.m.

2. Easement Vacation – Brisco Place; (Bill 9476)

Mayor Crow opened the Public Hearing at 6:42 p.m., and after acknowledging that all written comments had been provided to Council, the hearing was closed at 6:43 p.m.

3. Easement Vacation – Barby Lane – South of Delmar; (Bill 9477)

Mayor Crow opened the Public Hearing at 6:43 p.m., and after acknowledging that all written comments had been provided to Council, the hearing was closed at 6:43 p.m.

4. Easement Vacation – McKnight Place South of Delmar; (Bill 9478)

Mayor Crow opened the Public Hearing at 6:43 p.m., and after acknowledging that all written comments had been provided to Council, the hearing was closed at 6:43 p.m.

5. Easement Vacation – Elmore Court; (Bill 9479)

Mayor Crow opened the Public Hearing at 6:44 p.m., and after acknowledging that all written comments had been provided to Council, the hearing was closed at 6:44 p.m.

6. Easement Vacation – Orchard Court; (Bill 9480)

Mayor Crow opened the Public Hearing at 6:44 p.m., and after acknowledging that all written comments had been provided to Council, the hearing was closed at 6:44 p.m.

7. Easement Vacation – Richard Court; (Bill 9481)

Mayor Crow opened the Public Hearing at 6:44 p.m., and after acknowledging that all written comments had been provided to Council, the hearing was closed at 6:44 p.m.

8. Proposed Development Plan for the Delmar Blvd. Redevelopment Area; (Bill 9486)

Mayor Crow opened the Public Hearing at 6:44 p.m., and after acknowledging that all written comments had been provided to Council, the hearing was closed at 6:45 p.m.

9. Liquor License – Nobu Restaurant; (6523 Delmar Blvd.)

Mayor Crow opened the Public Hearing at 6:45 p.m., and after acknowledging that all written comments had been provided to Council, the hearing was closed at 6:45 p.m.

J. CONSENT AGENDA

1. Ratification of Emergency Purchases due to Flooding
2. Liquor License – Nobu Restaurant (6523 Delmar Blvd.)
3. Westgate Ave. Supplement Agreement

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

K. CITY MANAGER'S REPORT - (vote required)

1. Annex Trinity Update - Trivers
Mr. Rose stated this is a presentation by Amanda Truemper on the Annex/Trinity Update.

Ms. Truemper stated Trivers has completed the construction documents and applied for a permit, with no significant changes in the design.

So, this is primarily a financial update based on what their cost-estimating team has determined for completion of the scope of work required for the Annex +Connector, Trinity buildings, Police, and Courts.

Renovations

- New Main Entry point for the City Hall Campus
- *Development of New Entries and detailing at Annex + Connector*
- Restoration of remaining historic architectural features in the Annex and Trinity buildings
 - Material Selections
 - Restoration of the third-floor skylight at Annex
- Accessible entries and security checkpoints for the Annex Connector and Trinity buildings at new public front entries; new elevator for the Trinity Building
 - Elevator variance GRANTED by the State of Missouri for existing Annex elevator which was too small for ADA accessibility
- Updated/added restrooms to meet accessibility requirements
- A one-stop window for public-facing City Hall services in the Connector; amenities in the Connector to support Community Programs
- Structural retrofit as required for essential services
 - Annex Seismic Retrofit is priced as an alternate for cost visibility

Site Improvements

- Removal of temporary police structures; (by others)
- Secure parking areas for police parking and sally port
 - Secure fence perimeter reduced, and fence type revised
- New Public and Accessible Parking and drop-offs, entry plazas, and landscaping
- New generator for Police Facility

Current Cost Estimates

Annex + Connector and Trinity Building						
	<u>Raw Cost</u>	<u>GC O & P</u> 18.00%	<u>Escalation</u> 4.44%	<u>Total Cost</u>	<u>Phasing/Complexity Factor</u> 2.00%	<u>Construction Contingency</u> 10.00%
A01 Annex & Connector	\$12,876,327	\$2,317,739	\$874,617	\$15,868,683	\$303,881	\$1,586,868
A02 Trinity	\$3,496,368	\$629,346	\$183,182	\$4,308,896	\$82,514	\$430,890
A03 Sitework	\$2,430,593	\$437,507	\$127,344	\$2,995,443	\$57,362	\$299,544
Total Costs	\$18,803,288	\$3,384,592	\$985,142	\$23,173,022	\$443,758	\$2,317,302
A04 Alt # 1- Struct Seismic	\$624,592	\$112,427	\$32,724	\$769,742	\$14,740	\$76,974
OFOI Items not included in Estimate **						
Annex	\$540,981			\$540,981		
Trinity	\$48,000			\$48,000		

NOTE: ** Owner Furnished/Owner Installed items are the following, Shooting Range, Bradford Systems, X-Ray Machine & Metal Detector

4115 South Meyers Road
 Suite 3075
 Overland Park, KS 66204
 913.666.1000
 www.kiewit.com

- Estimates based on drawings dated August 5, 2022, through the beginning of September
- Escalation assumes a construction start date of Fall 2022
- Drawings Complete, no longer carrying Design Contingency
- Recommend Owner/Construction Contingencies
- FFE not included** see OFOI equipment estimates
- Design fees not included

Compared to design development;

- The total project cost increased by 1.9 million dollars
- Site work decreased as a result of the updated fencing and constraints
- The Annex increased by 1.7 million dollars
- Trinity Building increased by \$340,000
- The estimated cost of construction is 23 million dollars

Escalation of Specific Design Items Due to Supply Chain Climate

- Steel volatility
- Detention Truss Walls (\$1.2M installed, vendor pricing)
 - The suspicion is that they are pricing this in a super volatile market with an installer purchase date that is out in the future. This price does not prohibit Trivers from competitively bidding this out to other manufacturers
- Repointing; tuckpointing allowance for both buildings will be determined as the work progresses - defined, 50% (+165K)
- Mechanical final detailing, routing, and controls design
- Electrical power/data final distribution and backup power UPS requirements
- Dry-pipe sprinkler system for critical infrastructure areas (Annex)
- Site Work reduced secure fence extents and type of fencing

Summary of Construction Cost Estimates

(Comparison from Schematic Design(SD) to Design Development (DD) to Construction Documents)

- Approximate 9% increase in the DD estimate
- Approximate 8.5% increase from DD to CD estimate

Ms. Truemper stated these estimates are trending with the way inflation is trending, causing each line item; Annex, Trinity, Site work, and Seismic Retrofit, to fluctuate. However, one thing that occurs in the construction documents phase is to remove owner contingencies from the cost so that now they are only looking at design change contingencies; which usually come down as you develop. Trivers' recommendation is that the City includes some contingencies for working on historic structures and other complex factors, for example, 10% for construction and 2% for complexity.

Excluded Costs

- Furniture/fixtures
- Shooting range
- Bradford storage solutions
- X-ray scanners and metal detectors
- Removal of the play structures
- Seismic retrofit; an alternate item

Next Steps: Bidding and Construction

Moving through approvals & contracting processes

SEPTEMBER 2022

- Building Permits – signed/sealed sets submitted 8/31
- 9/27 City Council Meeting
 - ✓ Site Development Plan Approval
 - ✓ City Council Budget Update
- City Solicitation for Bidder Pre-Qualification and/or Bids
 - ✓ Generally, when you do a Pre-Qualification process you get more competitive bids and help to narrow the field

OCTOBER 2022

- Procurement
 - ✓ Bidding & Contractor Selection
 - ✓ Value Engineering Considerations
 - ✓ Contract Award & Financing

Additional consulting recommendations - (FY2024)

- Way-finding Scope
- Furniture Fixtures & Equipment Scope (FFE, OFOI needs assessment)

Project Schedule

- Regular Meeting Schedule
 - a) Construction OACs, TBD
- Bidding & Construction – 9/2022 thru 2023/24
 - a) Building Prep/Move-out & Abatement + Related Capital Improvement Projects
 - b) Permitting – 9/2022
 - c) Bidding + Contractor Selection – 9/2022-10/2022
 - d) Construction Begins – 10/2022
- Final Completion** – 12/2023 (**Estimate Phase I)

Councilmember Clay asked Ms. Truemper if she saw a light at the end of the tunnel related to these escalating costs? Ms. Truemper stated there are indicators that things could be slowing down, which could be helpful within the bidding climate. And volatility is also starting to decrease as the country gets a better handle on inflation. However, over the past few years, nothing she has seen could have ever been anticipated, so the best thing to do is to go on record and say that she simply does not know.

Mayor Crow thanked Ms. Truemper for her presentation.

Mr. Rose stated the next step will be to move forward with the bidding process. And at that point, the City will have a much clearer picture of what the actual costs will be.

2. Site Plan Review and Approval for the University City Annex and Trinity Building renovation (SPR 22-03).

Mr. Rose state staff is recommending that Council consider the approval of a Site Plan for the U City Annex and Trinity Building renovations.

Dr. Wagner stated what is before Council is the Site Plan, Landscape Plan, and architectural renderings. These items were reviewed by the Historic Preservation Commission on March 17th; the project as a whole, and July 28th, to determine the plan's adherence to the 1985 Civic Plaza Historic District Master Plan. The Commission unanimously determined that the plan was in compliance with the Master Plan.

Dr. Wagner stated since the design of the fence is yet to be determined, is not a part of this approval process.

Councilmember McMahan moved to approve the Site Plan, it was seconded by Councilmember Klein, and the motion was carried unanimously, with the exception of Councilmember Smotherson.

3. Conditional Use Permit at 7001 Olive Boulevard – (CUP 22-07) temporary food truck operation.

Mr. Rose stated staff is recommending that Council consider an application for a Conditional Use Permit. The purposed use is for a temporary food truck to be operated at 7001 Olive Boulevard in the General Commercial District.

Dr. Wagner stated Ms. Thompson initially purchased this building with the intent to operate a restaurant but quickly determined that the size of the building would not be conducive for that endeavor. Thereafter, she decided to demolish the building and construct a new one.

In the interim, she would like to get a jump-start on her business and has requested that she be allowed to operate a food truck on the site. He stated in speaking with Mr. Mulligan, they both determined that a Conditional Use Permit would be the best way to proceed with this request.

Dr. Wagner stated the application was discussed at the last Planning Commission meeting, wherein several conditions; which can be found on page 4 of the Council's report, have been included in their recommendation.

Councilmember Smotherson asked how the truck would be configured on the lot, and whether it would be paved? Resident Latoya Thompson of 6538 Crest Avenue stated the demolition was just completed and she has not talked to the engineers to see whether paving will be required. Councilmember Smotherson thanked Ms. Thompson for purchasing this lot and asked if she would keep Council updated on her progress.

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

L. UNFINISHED BUSINESS

- 1. Bill 9476 - AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF BRISCOE PLACE.** Bill Number 9476 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

- 2. Bill 9477 – AN ORDINANCE VACATING AND SURRENDERING A PORTION OF THE BARBY LANE RIGHT-OF-WAY.** Bill Number 9477 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

- 3. Bill 9478 – AN ORDINANCE VACATING AND SURRENDERING A PORTION OF MCKNIGHT PLACE RIGHT-OF-WAY.** Bill Number 9478 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

- 4. Bill 9479 – AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF ELMORE COURT.** Bill Number 9479 was read for the second and third time.

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

Councilmember Smotherson stated there seems to be one resident remaining in their home, so he would like to make sure that there are no residents living on Elmore Court once this action is taken.

Dr. Wagner stated he does not believe there are any residents on this street, however, he will consult with U City, LLC to make sure that is correct.

Roll Call Vote Was:

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

Nays: None.

- 5. Bill 9480** – AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF ORCHARD COURT. Bill Number 9480 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

- 6. Bill 9481** – AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF RICHARD COURT. Bill Number 9481 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

- 7. Bill 9482** – AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS "MARKET AT OLIVE PLAT 4". Bill Number 9482 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

- 8. Bill 9483** – AN ORDINANCE APPROVING A FINAL PLAT FOR A MINOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS "ADJUSTED LOT 7" IN MARKET AT OLIVE PLAT 3R. Bill Number 9483 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

- 9. Bill 9484** – AN ORDINANCE APPROVING A RIGHT-OF-WAY DEDICATION PLAT FOR A PORTION OF TRINITY AVENUE, NORTH OF DELMAR BOULEVARD, ADJACENT TO THE CITY HALL CIVIC COMPLEX. Bill Number 9484 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

10. Bill 9485 – AN ORDINANCE AUTHORIZING THE CITY OF UNIVERSITY CITY, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (DELMAR BOULEVARD REDEVELOPMENT AREA PROJECT), SERIES 2022, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$90,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH. Bill Number 9485 was read for the second and third time.

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

Citizen's Comments

Grace Collins, 8841 Washington Avenue, U City, MO

Ms. Collins stated although she was not a victim of the recent floods and is a little confused by some of the changes made to these plans, she strongly believes that the needs of those residents who were impacted should take precedence over the building of a luxury apartment building. She stated while she understands that this will bring revenue to the City, at this point in time, other things need to take priority, like maintaining the fire and police departments, City Hall renovations, and residents who will not be able to recoup all of their losses.

Attorney Robert Preston, 1 Brentwood Blvd., Clayton, MO

Mr. Preston stated his client, Charles Deutsch & Company, asked him to attend tonight's meeting to thank members of the public that supported his project and expound on some of the reasons why they did.

This project was carefully designed in accordance with good zoning practices and is consistent with the City's Master Plan that specifically designates this parcel for redevelopment. The belief is that it will create an ideal buffer between the single-family residences located in this area and the highway; especially in light of the numerous iterations that have been made, all prompted by staff and residents. He stated this is an 87.5-million-dollar development, with 2.5 million going straight to public infrastructure. Therefore, the Developer also believes that this will be a good long-term investment for the community.

Mr. Preston stated that based on an in-depth financial review of the developer's project finances conducted by a third-party consultant; which will be made available to the City, the five-year tax abatement incentive is what makes this project financially feasible. That report was conducted a year ago, and since that time prices have skyrocketed, which makes the need for an incentive even more pertinent. But keep in mind that the abatement only applies to net new taxes. This means all existing taxes paid to individual taxing districts like the School District, etc., will continue to receive taxes at their current levels throughout the entire abatement period. And pursuant to State law, there is no abatement on taxes paid to first responders. At the end of the abatement period, the entire project goes back on the City's tax roll, and the expectation is that the per annum rate will equate to roughly \$530,000; which would quickly pay off the value of this abatement.

In addition, at the request of the Planning Commission the Developer has agreed to insert a claw-back provision into the contract to ensure that if at any time during the abatement period the project is sold, a portion of the abatement received will be paid back to the City.

Mr. Preston stated he would remain available to answer any questions and hopes that Council will accept staff's recommendation to approve Bills 9485 and 9486.

Tom Sullivan, 751 Syracuse, U City, MO

Mr. Sullivan stated this 3.5-million-dollar subsidy seems like an abuse of the State's Chapter 100 provision that is supposed to be an incentive for projects that might not otherwise get considered. But in this case, it seems more like a giveaway to a very connected Developer, Charles Deutsch, to build luxury apartments at a reduced cost for him and his company.

Mr. Deutsch has held the best buddy status at City Hall for a long time. He made a \$2,000 contribution to the campaign for Proposition F; a proposed sales tax increase that would raise the cost of almost every purchase made in U City; a \$500 contribution to Mayor Crow's campaign and was a big proponent of the School District selling the McNair Building to Torah Prep; as was Mayor Crow. These are just a few examples of how U City politicians represent the interest of developers rather than what's best for its residents. And now, Mr. Deutsch wants a big tax break for himself. But an ethical politician would not take contributions from a developer seeking approval on various projects within their jurisdiction. So, I think Mayor Crow should recuse himself from this vote.

The attorney for Torah Prep was Gerry Greiman, another buddy and campaign donor to Mayor Crow. And of course, Mayor Crow reciprocated by contributing to Gerry's wife's campaign. But that's what friends are for. And to top it off, this year Mr. Greiman became the head of the TIF Commission which considered part of the 700-million-dollar subsidy for Costco. And even though he is no longer the attorney for Torah Prep, to most of the world this would still be considered a conflict of interest, but in U City it's business as usual.

Mr. Sullivan stated U City is already number one in the state when it comes to income and equality, and number nine in the country. And because a large segment of the City's population will not be able to afford these big luxury apartments where some rents will be almost \$50,000 a year, this development will only exacerbate those statistics.

Mr. Sullivan stated it used to be that honest government was something taken for granted here in U City, but as we've seen with Costco and Proposition F, those days are long gone. He stated there is no need for the Avenir to be subsidized because it's located in a desirable neighborhood. And you can almost be certain that this subsidy won't equate to lower rents for Avenir's tenants. Therefore, he thinks the proposed subsidy should be rejected.

William Ash, 8690 West Kingsbury Avenue, U City, MO

Mr. Ash stated although residents residing in adjoining neighborhoods did have a lot of input on the zoning intent, access into their neighborhoods, and the potential for congestion caused by traffic, Bills 9485 and 9486 requesting the issuance of 90 million dollars in industrial bonds and tax abatements are new. They arrived on Council's September 12th Agenda with just three days of public notice, meticulously detailed and ready for signatures. There was no Council discussion or reference to their desire to garner any comments from citizens. So why are these Bills only now being considered after the Developer has already rendered the buildings unlivable and ready for demolition? Citizens need to know that its City officials and members of Council are transparently sharing the process. They also need confirmed assurance that their administration is making financial decisions based on the community's priorities. They deserve an explanation of who was involved in crafting these Bills; how they came to be placed on the agenda, and why they should be approved?

Mr. Ash stated that based on the City's calculations the proposed five-year tax abatement will total 2.185 million dollars; money that the Developer retains, and the City is being deprived of. That amount could cover the cost of buying the 24 flooded homes in the Hefner Court Apartments or go towards the firefighter's pension fund. Should we still be moving forward with spending 2.2 million to remodel the old library to move City Council's chambers, or renovating the Annex for the Police Department? And weren't all of the City's trash trucks damaged by the flood? Yet, all we have is the Developer's assurance that the tax abatement is necessary.

Shouldn't they be required to reveal the total operational projections over time so that they can be independently assessed and discussed? Their construction budget includes inflated land costs of over 12.5 million dollars. However, the appraised value; per the Developer's submittal to the Planning Commission was less than 2.84 million. This appears to indicate that he is using the higher figure to support the need for abatement, and the lower figure for his tax basis over the next eight years.

But according to a written comment submitted by Architect Asim Thakore, the Developer could tweak his rent structure to cover the 2.3% of the project costs that the abatement represents.

Mr. Ash stated he understands the essential and difficult roles of Council, and thanks each member for their service. And he believes that tax abatement during the construction phase or maybe reduced taxes for the first year while tenants are being on-boarded would seem reasonable.

But moving forward, full financial reporting, an independent review, and public discussions for all developers wanting tax abatements should be required. He would also suggest that Council create a task force to examine best practices for city governments that is empowered to publically recommend changes necessary for greater transparency and accountability to the citizens of U City.

Roll Call Vote Was:

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

Nays: None.

11. Bill 9486 – AN ORDINANCE DESIGNATING A CERTAIN TRACT OF LAND IN THE CITY OF UNIVERSITY CITY AS A BLIGHTED AREA; APPROVING THE DEVELOPMENT PLAN FOR THE DELMAR BOULEVARD REDEVELOPMENT AREA; APPROVING A DEVELOPMENT AND PERFORMANCE AGREEMENT IN CONNECTION WITH THE DEVELOPMENT PLAN; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH. Bill Number 9486 was read for the second and third time.

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

Mayor Crow asked the previous speakers if they would like to make comments on this Bill? (*Each speaker declined to do so.*)

Councilmember Hales stated he would forward these comments to the City Clerk and ask that they be attached to the minutes.

The Avenir Development began as all projects do, going before the City's citizen-led Planning Commission, which he has had the privilege of serving on for about three years. This is one of the most demanding commissions on which citizens volunteer to serve, often with agenda packets exceeding 100 pages, and meetings that typically last over three hours. They are an incredibly dedicated group of citizens that volunteer countless hours serving this community that actually reviewed all eleven of these items under tonight's Unfinished Business segment. Yet sadly, questions regarding the transparency of this process have been raised, which he would like to address. Councilmember Hales stated he has conducted a lot of research on this issue, looking at previous developments under prior administrations, and could not find an instance where the process has been remotely as transparent as this one has.

This project first appeared on the Planning Commission's August 26, 2020 agenda where they reviewed and approved the Preliminary Development Plan and a twenty-year tax abatement; the first ten years at 100% and the last ten years at 50%. Public notice and written comments were received for each of the following meetings that were either held in person or virtual.

- | | |
|-------------------------------------|-------------------------------------|
| • August 26, 2020 | Planning Commission |
| • September 29, 2020 | City Council |
| • October 12, 2020 | City Council |
| • October 26, 2020 | City Council |
| • November 9, 2020 | City Council |
| • June 14, 2021 | City Council |
| • December 15, 2021 | Planning Commission |
| • January 26, 2022 | Planning Commission |
| • February 23, 2022 | Planning Commission |

- March 13, 2022 City Council
- March 28, 2022 City Council
- [March 31, 2022](#) [Planning Commission](#)
- April 11, 2022 City Council
- April 25, 2022 City Council
- July 25, 2022 City Council

- [July 27, 2022](#) [Planning Commission](#)
- September 12, 2022 City Council
- September 27, 2022 City Council

In addition to these eighteen public meetings, the Kingdel Neighborhood organized three Zoom meetings in the fall of 2020 with its residents, as well as Councilmember McMahon, and myself; October 29, 2020, November 5, 2020, and November 9, 2020.

Each of those meetings lasted more than two hours, and the last meeting included the City Manager, City Attorney, and the Director of Planning & Development. Staff and Council listened to the concerns voiced by residents, wherein they were approved and outlined in a 2022 Resolution.

- That the drive-through coffee shop be replaced with an in-store only shop;
- That the setbacks to the adjacent neighborhood be increased;
- That an entire floor be removed from the southern leg of the development located adjacent to the neighborhood;
- That all construction parking and access to and from the neighborhood be restricted;
- That construction hours be limited to a stop time of 7 p.m.;
- That there be a dog waste station and signage located at building exits;
- That parking be prohibited on the east side of Kingdel;
- That the access from Kingdel to the courtyard be restricted for emergencies only;
- That all illuminations from exterior lighting be contained within the property lines;
- That all trees on the east curb of Kingdel be protected during construction and,
- That the setback along Kingdel be landscaped as depicted in the Developer's Landscape Plan

Councilmember Hales stated the City has a policy within its Comprehensive Plan that provides guidance for abatements, which states that they should not exceed eight years. However, in 2013 and 2021 the Land Clearance Redevelopment Authority granted a ten-year abatement to Mansions on the Plaza and the Vanguard Apartments. And in 2015 they granted a five-year abatement for the second phase of Mansions.

Councilmember Hales stated this has been a very lengthy process, and after much discussion, deliberation, analysis, and public input, he believes this project will provide a long-term benefit to the City. And as one of his constituents wrote on NextDoor, *"In the life of the City a five-year abatement really is a blip"*. So, as this project moves forward, he would like everyone to keep in mind that the Developer does not receive any money from the City and that all this abatement amounts to is a deferral of the increase once the project is completed, which is an almost five-fold increase of its revenues in year six and beyond.

Additionally, as it relates to the public comments, please know that they are appreciated and that they have all been read and given consideration. But at the end of the day, the comments in opposition to this project were not even close to those that were in support, which totaled sixty-two.

Councilmember McMahon thanked Councilmember Hales for providing such a thorough summary of this project's history.

When this project was initially proposed, some residents in the adjoining neighborhood asked Council to stop it, and now as the City is putting in the last pieces of the puzzle, their argument is that they do not believe the developer needs this abatement in order to move forward. Thus, one might wonder if these residents actually believe the abatement is unnecessary or if they're hoping that the developer does need it, and the elimination of this abatement will stop the entire project.

Councilmember McMahon stated while he does not know the answer to that question, what he does know is that if this project stops, these same neighbors won't have to look far to see the old Lutheran Services Building that has now become a vacant lot or their property values start to decrease, because these buildings are no longer livable. And vacant lots will also equate to the City experiencing a decrease in its revenue for several years.

The City has analyzed this as assistance to bring in almost 90 million dollars of new construction in an area that has been deemed as needing to be developed and improved.

And as a result of the City's goal to balance the interest of the commercial property owner; the Developer, and those of its residential property owners, there were lots of compromises reached. Councilmember McMahon stated he thinks everyone worked well together to reach those compromises and the result is a very good project that in time, will have a profound impact on the City's revenues.

So, he thinks it is in the best interest of the City to move forward rather than speculate and risk the possibility of these properties remaining vacant and becoming a liability to the City. And that is certainly not a risk he is willing to take when they have been presented with such a viable option.

Councilmember Klein stated she carefully tried to consider all of the comments she received and appreciated the undertaking by one resident to share her views on why she is supporting this project because communications are a key component of transparency. She stated that she would like to emphasize the fact that she is on the Council to represent and support the best interests of this community and believes that all of her colleagues are equally as committed. As a result, she has found working on this Council to be a great experience. Councilmember Klein then read the remaining portion of her comments into the record:

"I support this abatement first and foremost because I think this project will greatly benefit our City as a whole. Because we didn't yet have a policy in place to determine what a reasonable abatement would be for this kind of project, we hired an independent consultant to advise us. Based on his assessment we offered a five-year abatement that Council believed would be mutually beneficial.

Some in the community believe that this abatement gets funding from the City's budget that could be used for other projects to help the developer offset some of his expenses. This is not the case. There is no fund that the City is taking from to give to the developer that could be used on floodplain buyouts or City services. The City is also not losing a tax revenue stream that it would otherwise have. Abatement only provides relief from future taxes on improvements to the property. Prior tax assessments for the property are still in place, so the City will continue to receive the same revenue stream during construction and abatement. In other words, nothing changes during the year of construction and abatement period. But after five years it is projected that the City will receive up to five times the property tax revenue stream for that property.

Some in the community have expressed concern about revenue streams for the School District and Library. My understanding, based on the figures I was provided is that right now from that property the Library gets \$25,784, and the School District gets \$326,364. During the abatement, the Library and School District will receive that same amount. After five years the Library will get \$128,677, and the School District will get 1.590 million dollars. So based on these projections, and the revenue stream that will come into our community after five years, I think this is a huge burst for the City and the services it provides. Not only will the City benefit from the increased property taxes, but this higher density housing will also mean more state and federal dollars in the future, and an increase in sales taxes from more residents' spending money in U City. Increased revenue means better services, improved schools, and more development opportunities."

Councilmember Klein stated she thinks another benefit is the fact that the Developer has been a long-time partner in this community with a history of successful developments, and he has remained faithful to this project despite the cost increases that have occurred over the past two years. Therefore, she is also in support of Chapter 100.

Councilmember Clay stated he is supportive of this project partly because of the idea of having new development within U City. This Council has been aggressive in trying to build out more businesses to support the City's tax base. And while U City will always primarily remain a residential community, the reality is that as costs steadily continue to increase his role and every member's role has been to try and keep those burdens as far away from individual residents as possible. Welcoming businesses into the community and sharing these tax burdens, serves everyone.

He stated the City's population is declining, and the conundrum associated with a declining population in an older community is the ability to continue maintaining streets and roads at a certain standard.

Ten people living on a street provide more revenue to maintain those standards than five people. So, what Council is attempting to do is offset the reality of a decline in its population and revenues with new developments and businesses that will generate those needed funds.

Councilmember Clay stated although he has not been intimately involved in this specific project, all of these things matter in his role as a representative of this City. So, to that extent, he will be voting in favor of the abatement because he believes that Council has to think about how to offset costs in its old and aging City. This is one way to do that, and while it may not be perfect, you cannot allow the perfect to be the enemy of the good.

Roll Call Vote Was:

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

Nays: None.

M. NEW BUSINESS

Resolutions - (vote required)

1. Res 2022-10– 2022 Annual Property Tax Rates.

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

2. Res 2022-11– Declaring Certain Property Tax Revenues to Be Surplus.

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

Bills - (Introduction and 1st reading - no vote required)

None.

N. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed

2. Council liaison reports on Boards and Commissions

Councilmember McMahon reported that at the last Parks Commission meeting a presentation was made regarding a proposal being brought forth by folks with strong ties to the City regarding the basketball courts. He stated it was an exciting proposal to enhance the City's recreational facilities that will be presented again at an upcoming Study Session.

Councilmember Hales reported that there will be another Planning Commission meeting tomorrow at 6:30 p.m., and the link for this meeting can be found on the City's website.

Councilmember Clay reported that while the Library is undergoing renovations everyone can still take advantage of many of its services at the new location, 6900 Delmar.

Councilmember Smotherson congratulated and thanked the Arts & Letters Commission on another great concert season which ended last Sunday. He stated he is looking forward to their new season which will start in June of next year.

3. Boards, Commissions, and Task Force minutes

4. Other Discussions/Business

O. COUNCIL COMMENTS

Mayor Crow stated it was a fun weekend to be in U City, and he had the opportunity to visit the Farmer's Market's Petting Zoo, as well as the Concert in the Park. Here is an update on some of the other things going on:

- Costco has scheduled its grand opening for October 25th. Anyone interested in joining should look for their tents located all around St. Louis.
- Dirt is moving at Olive and North & South for Quik Trip
- Nobu's has relocated to The Loop
- Next weekend is U City In Bloom's Art Fair

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.

Councilmember Hales moved to close the Regular Session and go into a Closed Session, it was seconded by Councilmember McMahon.

Roll Call Vote Was:

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

Nays: None.

Q. ADJOURNMENT

Mayor Crow thanked everyone for their attendance and closed the Regular City Council meeting at 7:56 p.m. to go into a Closed Session on the Second floor. The Closed Session reconvened in an open session and adjourned at 8:40 p.m.

LaRette Reese
City Clerk, MRCC

LaRette Reese

From: Maziar Nooran <maziarnooran@icloud.com>
Sent: Wednesday, September 21, 2022 6:12 AM
To: Council Comments Shared
Subject: Flood Condemned Homes

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

Good morning to whom it may concern. I am requesting to be heard at any and all meetings regarding my home that was destroyed in the flood. I want to know if University City is going to buy our houses or should we continue repairing our homes especially the ones directly affected by the flood on River Des Peres. Thank you for Sent from my iPhone

Ms. Vera Carter-Smith
8505 Elmore Ave.
University City, MO 63132-2811
314-323-9680

September 27, 2022

Meeting Of The City Council
City Of University City
6801 Delmar Blvd.
University City, MO 63130

Attention City Clerk:
La Rette Reese

Re: Council Comments
Olive Corridor New Development - Traffic

Dear University City Council;

The 8500 Block of Elmore Ave .

Intersections - Sheridan Ave. on the (East) and Woodson Road at the(West)

Concerns regarding the traffic that may deviate turning off of Woodson Road, which would be headed South onto our small narrow residential street to avoid the electrical lights and traffic at the intersection of Woodson and Olive Streets. This has been an on-going situation through the years if there has been a major Detour/Traffic Jam / Accident , Etc., on Olive St. Road in the past. With the New Development and Woodson Road will become one of the major thoroughfares with more traffic .

What would be your recommendations to cut down the traffic onto our narrow residential street ?

Questions / Considerations ??

1. A One Way Residential Street ?

" OR "

2. A Cul-de-sac ?

Thanking you in advance for this consideration,



Ms. Vera Carter-Smith
8505 Elmore Ave.
vvscarer7@sbcglobal.net

LaRette Reese

From: mfriedman01@hotmail.com
Sent: Saturday, September 24, 2022 10:17 PM
To: Council Comments Shared
Subject: Attention City Clerk

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

Dear City Council,

I support Ch 353 and Ch 100 to Avenir. I believe this is a positive development for University City and will be the beginning of further development and growth for our city. This project will bring in long-term funds for UCity and UCity school district. I also support the beautification of this stretch of Delmar Blvd just blocks from my home.

Thank you.

My name is: Mark Friedman
My address is: 716 Brittany Ln, 63130

Mark Friedman
mfriedman012@outlook.com

From: Donna Perel <dl.perel342@gmail.com>
Sent: Friday, September 23, 2022 5:19 PM
To: Council Comments Shared
Subject: Avenir Development

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

Dear City Council, I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

My name is: Mrs Donna Perel
My address is: 821 Saxony Ct St Louis MO 63130

From: Rochel Frank <rfrank@torahprep.com>
Sent: Friday, September 23, 2022 5:07 PM
To: Council Comments Shared
Subject: Avenir Development

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

Dear City Council,

I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

My name is: Rochel Frank

My address is: 922 Abbeville University City MO 63130

LaRette Reese

From: NaomiBaila Perel <nbperel@torahprep.com>
Sent: Friday, September 23, 2022 5:06 PM
To: Council Comments Shared
Subject: Avenir Development

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

Dear City Council, I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

My name is: Naomi Perel
My address is: 821 Saxony Ct St Louis MO 63130

From: Rochel Frank <rfrank@torahprep.com>
Sent: Friday, September 23, 2022 5:03 PM
To: Council Comments Shared

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

Dear City Council, I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

My name is: Rochel Frank
My address is: 922 Abbeville University City MO 63130

From: Chavie Frank <cfrank@torahprep.com>
Sent: Friday, September 23, 2022 5:01 PM
To: Council Comments Shared
Subject: Avenir Development

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

Dear City Council, I support giving Ch. 353 and Ch. 100 to Avenir. This project will benefit University City in many ways, such as promoting continued development in the area and bringing in additional funds for the City and the School District. We hope you can see all the good that can come from such a unique and well-designed building and recommend these incentives for Avenir.

My name is: Mrs Chavi Frank
My address is: 922 Abbeville Dr University Missouri 63130

From: Brian Glazer <brian.glazer@gmail.com>
Sent: Friday, September 23, 2022 1:55 PM
To: Council Comments Shared
Subject: Attention City Clerk - Avenir

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

Dear City Council,

I have been driving past the Avenir site and would be excited to see this development come to completion, especially after seeing renderings. University City is already a great St Louis destination and Avenir would only improve U City's appeal. If Ch. 353 abatement and Ch. 100 exemption will allow Avenir to be built as depicted in the renderings, it has my support. I see U City becoming more and more a hub of living, shopping, dining and an increased population that will pay taxes. Respectfully, I ask that you give this project your consideration.

My name is: Brian Glazer
My address is: 8140 Tulane Avenue, University City, MO 63130

LaRette Reese

From: behavioranalyst@aol.com
Sent: Thursday, September 22, 2022 11:49 PM
To: Council Comments Shared
Subject: Attention: City Clerk

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

Dear City Council,

I support giving Ch. 353 and Ch. 100 to Avenir.
This project will benefit University City in many ways, such as promoting continued development in the area, and bringing in additional funds for the City and the School District.

I hope you can see all the good that can come from such a unique and well-designed building and recommend these incentives for Avenir.

My name is: Shelley List
My address is: 7741 Gannon Avenue
University City, MO 63130

From: Ellen Notowich <enotowich@gmail.com>
Sent: Thursday, September 22, 2022 6:11 PM
To: Council Comments Shared
Subject: Re: Agenda Item: Avenir

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

The previous email should be marked: Attention City Clerk

On Thu, Sep 22, 2022 at 5:59 PM Ellen Notowich <enotowich@gmail.com> wrote:

Dear City Council,

I am a U. City resident who has driven past the Avenir site for years now, and I have often envisioned what a new development might look like for our City. After seeing the renderings for Avenir, I was very impressed by its elegant design and would be so thrilled to be able to have this gem in our very own community!

If Ch. 353 and Ch. 100 will allow for Avenir to be built as depicted in the renderings, I am in support of providing these incentives as Avenir will bring in much needed funds to U. City and will increase the number of citizens who will contribute to University City via shopping, dining, and paying taxes.

Thank you for your consideration.

My name and address:
Ellen Notowich
847 Wilner Dr.
University City, MO 63130

From: Yale and Gail Miller <milleryg@sbcglobal.net>
Sent: Thursday, September 22, 2022 6:10 PM
To: Council Comments Shared
Subject: Avenir

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

Sent from Mail for Windows

Dear City Council:

I have reviewed the concept for Avenir and believe it will be great for our city, University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

Very truly,
Gail Miller
8015 Delmar
St. Louis, MO 63130

From: Yale and Gail Miller <milleryg@sbcglobal.net>
Sent: Thursday, September 22, 2022 6:09 PM
To: Council Comments Shared
Subject: Avenir

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

Sent from Mail for Windows
Dear City Council:

I am excited for U. City to have this gem in our community! If Ch. 353 and Ch. 100 will allow for Avenir to be built as depicted in the renderings, I am in support of providing these incentives as Avenir will bring in needed City funds and will increase population who will contribute to U. City by shopping, dining, and paying taxes.

Sincerely,
Yale Miller 8015 Delmar
St. Louis, MO 63130

LaRette Reese

From: Lewis Notowich <lewisnotowich@gmail.com>
Sent: Thursday, September 22, 2022 6:09 PM
To: Council Comments Shared
Subject: Attention City Clerk: Re Avenir - Agenda Item

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

Dear City Council,

I support giving Ch. 353 and Ch. 100 to Avenir.

The Avenir project will benefit University City in many ways, such as promoting continued development in the area as well as bringing in additional funds for both the City and the School District.

I hope you can envision all the good that can come from such a unique and well-designed building and recommend these incentives for Avenir.

Thank you.

My name is: Lewis Notowich

My address is: 847 Wilner Dr., University City, MO, 63130

From: Ellen Notowich <enotowich@gmail.com>
Sent: Thursday, September 22, 2022 6:00 PM
To: Council Comments Shared
Subject: Agenda Item: Avenir

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

Dear City Council,

I am a U. City resident who has driven past the Avenir site for years now, and I have often envisioned what a new development might look like for our City. After seeing the renderings for Avenir, I was very impressed by its elegant design and would be so thrilled to be able to have this gem in our very own community!

If Ch. 353 and Ch. 100 will allow for Avenir to be built as depicted in the renderings, I am in support of providing these incentives as Avenir will bring in much needed funds to U. City and will increase the number of citizens who will contribute to University City via shopping, dining, and paying taxes.

Thank you for your consideration.

My name and address:
Ellen Notowich
847 Wilner Dr.
University City, MO 63130

LaRette Reese

From: Ellen Notowich <enotowich@gmail.com>
Sent: Thursday, September 22, 2022 5:48 PM
To: Council Comments Shared
Subject: Agenda Item: Avenir Project

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

Dear City Council,

I support giving Ch. 353 and Ch. 100 to Avenir.

The Avenir project will benefit University City in numerous ways, such as promoting continued development in the area as well as bringing in additional funds for both the City and the School District.

I hope you can envision all the good that can come from such a unique and well-designed building and recommend these incentives for Avenir.

My name is: Lewis Notowich
My address is: 847 Wilner Dr., University City, MO, 63130

From: Yerucham List <yeruchamlist@gmail.com>
Sent: Thursday, September 22, 2022 2:46 PM
To: Council Comments Shared

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

Dear City Council, I support giving Ch. 353 and Ch. 100 to Avenir. This project will benefit University City in many ways, such as promoting continued development in the area and bringing in additional funds for the City and the School District. We hope you can see all the good that can come from such a unique and well-designed building and recommend these incentives for Avenir.

My name is: Gerald List

My address is: 7741 Gannon Ave

LaRette Reese

From: solomon zelcer <solzelcer@gmail.com>
Sent: Thursday, September 22, 2022 1:09 PM
To: Council Comments Shared
Subject: Avenir proposed Development

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

Dear City Council,

I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

My name is Sol Zelcer
My address is 7830 Blackberry Ave. u city.

Thank you!

--

Sol Zelcer
917-359-2021

From: Chana Leah Vaneff <chana.vaneff@gmail.com>
Sent: Thursday, September 22, 2022 12:21 PM
To: Council Comments Shared
Subject: Attention City Clerk

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

Dear City Council

I write in support of Avenir's application for Ch. 353 and Ch. 100.

I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development for more and better jobs and improved public services. By giving Avenir these minimal incentives in the short term, we will be strengthening our City in the long term for many years to come. I support offering Avenir Ch. 353 and Ch. 100.

Sincerely yours,

Chana L. Vaneff
8048 Blackberry Ave.

From: P. J. Vaneff <yossel.vaneff@gmail.com>
Sent: Thursday, September 22, 2022 12:09 PM
To: Council Comments Shared
Subject: Attn: City Clerk

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

Dear UCity Council,

I write in support of granting the Avenir Development the temporary, and limited, tax exemptions that it has requested under Chapters 353 and 100 of the Missouri Revised Statutes.

Given the sorry state of the economy, a major development like Avenir—brand new and right here in UCity—is a good thing. The employment that it will provide while being constructed as well as during its operation thereafter, is what any community needs during tough economic times like the present.

The residents Avenir will attract, will not only enrich UCity culturally, but they will be a boost to the local economy. That is a good thing.

Erecting an elegant modern structure surrounded by beautifully landscaped grounds certainly increases the residents' comfort but it also refines the entire neighbourhood, it makes it nicer. That is a good thing.

Considering (i) the long-term (many decades long) positive economic impact Avenir will have, (ii) the revitalization of that part of our City, (iii) the human capital Avenir will attract, and (iv) last but not least, the temporary, limited tax abatements requested, this Council should unequivocally approve Avenir Development's application under Chapters 353 and 100.

Thank you.

Yours,
Peter J. Vaneff
8048 Blackberry Ave.

LaRette Reese

From: yehuda romanoff <yehromanoff@gmail.com>
Sent: Wednesday, September 21, 2022 9:18 PM
To: Council Comments Shared
Subject: Attention City Clerk

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

Dear City Council,

I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

My name is: Yehuda Romanoff
My address is: 7730 Stanford Ave, University City, MO 63130

From: Adira Romanoff <adiraromanoff@gmail.com>
Sent: Wednesday, September 21, 2022 9:18 PM
To: Council Comments Shared
Subject: ATTN: City Clerk

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

Dear City Council,

I support giving Ch. 353 and Ch. 100 to Avenir. This project will benefit University City in many ways, such as promoting continued development in the area and bringing in additional funds for the City and the School District. We hope you can see all the good that can come from such a unique and well-designed building and recommend these incentives for Avenir.

My name is: Adira Romanoff
My address is: 7730 Stanford Ave, University City, MO 63130

LaRette Reese

From: Matthew Chase <matthew@chaseplanet.us>
Sent: Wednesday, September 21, 2022 7:45 PM
To: Council Comments Shared
Subject: Support for Avenir Project

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

Dear City Council, I support giving Ch. 353 and Ch. 100 to Avenir. This project will benefit University City in many ways, such as promoting continued development in the area and bringing in additional funds for the City and the School District. We hope you can see all the good that can come from such a unique and well-designed building and recommend these incentives for Avenir.

My name is: Matthew Chase
My address is: 936 Wild Cherry Lane, University City, MO 63130-2724

Sent from my iPhone

From: Rebecca Carman <drcarman@gmail.com>
Sent: Wednesday, September 21, 2022 7:35 PM
To: Council Comments Shared
Subject: Avenir Development

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

Dear City Council,

I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

Sincerely,

Nachum Chase

936 Wild Cherry Lane

University City MO 63130

From: joel ehrlich <joelvbs@yahoo.com>
Sent: Wednesday, September 21, 2022 7:19 PM
To: Council Comments Shared
Subject: Avenir Project

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

Dear Esteemed City Council of University City;

I have been driving past the Avenir site for my lifetime, over 60 years, and have always envisioned what new development would look like, and what it can mean to the Delmar corridor.

After seeing the renderings for Avenir,
a state-of-the art residential development with modern apartments and first-class amenities,
I was blown away by the elegant design.
It will be **THE** crown jewel of community living in St. Louis County.
I am excited for U. City: *Look what you can do City Council; Have this gem in our community!*

What else is like it in Clayton, Ladue, Chesterfield,
Maryland Heights, Kirkwood, or even Creve Coeur?

Now, be fiscally responsible and forward-thinking, Council.
While Chapter 100 and Chapter 353 will cost University City, nothing, Avenir will provide additional funds to the City and its schools. And, will be an inspiration for others to invest in, and live in University City. The loss of the Avenir project, however, will cost the City future development partners, few as talented, experienced, and able as those that bring this project for your approval, today.

I am in support of providing the incentives, and for University City to encourage the development of Avenir on Delmar Blvd as soon as possible.

Kind regards,
Joel Ehrlich

Joel Ehrlich
733A Lepere Ave.
St. Louis, MO 63132
314.724.4344

LaRette Reese

From: Yosef David <y david@aish.com>
Sent: Wednesday, September 21, 2022 5:38 PM
To: Council Comments Shared
Subject: The Avenir project

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

Dear City Council, I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. As the developers of this project have a proven track record of tremendous positive development for the city over the last 30+years I believe that this would be a most worthwhile investment for the future of our city. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

**Joseph and Miriam David
827 swarthmore lane St Louis MO 63130**

--

From: Rivka Berkowitz <kulanu3@gmail.com>
Sent: Wednesday, September 21, 2022 5:32 PM
To: Council Comments Shared
Subject: Attention City Clerk:

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

Dear City Council, I have been driving past the Avenir site for years now and have always envisioned what a new development would look like. After seeing the renderings for Avenir, I was blown away by the elegant design. I am excited for U. City to have this gem in our community! If Ch. 353 and Ch. 100 will allow for Avenir to be built as depicted in the renderings, I am in support of providing these incentives as Avenir will bring in needed City funds and will increase the population who will contribute to U. City by shopping, dining, and paying taxes.

My name is: Rivka Serel Berkowitz
My address is: 8044 Amherst Ave, University City, MO 63130

LaRette Reese

From: Elizabeth Kline <ekline75@yahoo.com>
Sent: Wednesday, September 21, 2022 4:54 PM
To: Council Comments Shared
Subject: Avenir

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

Dear City Council, I have been driving past the Avenir site for years now and have always envisioned what a new development would look like. After seeing the renderings for Avenir, I was blown away by the elegant design. I am excited for U. City to have this gem in our community! If Ch. 353 and Ch. 100 will allow for Avenir to be built as depicted in the renderings, I am in support of providing these incentives as Avenir will bring in needed City funds and will increase the population who will contribute to U. City by shopping, dining, and paying taxes.

My name is:
Lizzy Kline
My address is: 7911 LaFon place 63130

Sent from my iPhone

LaRette Reese

From: Chris Kline <chriskline2@gmail.com>
Sent: Wednesday, September 21, 2022 4:37 PM
To: Council Comments Shared
Subject: Avenir Project Support

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

Dear City Council,

I support giving Ch. 353 and Ch. 100 to Avenir. This project will benefit University City in many ways, such as promoting continued development in the area and bringing in additional funds for the City and the School District. We hope you can see all the good that can come from such a unique and well-designed building and recommend these incentives for Avenir.

Chris Kline
7911 Lafon Place
University City, MO 63130

From: Dena Granick <granickdesign@gmail.com>
Sent: Wednesday, September 21, 2022 4:31 PM
To: Council Comments Shared
Subject: Attention City Clerk

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

Dear City Council,

I support giving Ch. 353 and Ch. 100 to Avenir. This project will benefit University City in many ways, such as promoting continued development in the area and bringing in additional funds for the City and the School District. We hope you can see all the good that can come from such a unique and well-designed building and recommend these incentives for Avenir.

My name is: Aaron Granick

My address is: 7741 Gannon Ave. St. Louis, MO 63130.

LaRette Reese

From: nosedoc@aol.com
Sent: Wednesday, September 21, 2022 4:29 PM
To: Council Comments Shared
Subject: Avenir Development

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

Dear City Council. I have reviewed the concept for Avenir and believe it will be great for our city. University city needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

My name is :
Barry Zeffren

My address is:
8150 Amherst
U. City, Missouri
63130

LaRette Reese

From: Daniel Weisman <dweisman81@gmail.com>
Sent: Wednesday, September 21, 2022 4:02 PM
To: Council Comments Shared
Subject: Avenir Development

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

Dear City Council of University City,

As a recent transplant from Los Angeles living in the beautiful University Hills neighborhood of University City, I am perplexed and confused by the NIMBY style resistance to the Avenir development project.

All I see are tremendous positives for our wonderful city:

1. We'll be able to draw high-earning professionals into University City from Clayton
2. We'll increase demand for new shopping opportunities near the new Costco
3. We'll continue to beautify the Delmar neighborhood near the 170

I'm frankly surprised that this project is even still on the table - the costs of labor and materials are skyrocketing right now.

Supporting this project costs University City nothing (the tax breaks don't reduce existing revenue) and I personally believe that, without these tax incentives that cost us nothing, the project may not move forward because it frankly may not pencil.

Please do what's right for our city.

Sincerely,
Daniel Weisman
University City Resident

532 Midvale Ave
University City, MO 63130

From: Michael Kass <einodmilvado@hotmail.com>
Sent: Wednesday, September 21, 2022 3:01 PM
To: Council Comments Shared
Subject: Attention: City Clerk (Avenir development)

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

Dear City Council: I have lived in University City for over 20 years. I have reviewed the concept for Avenir. Having driven past the Avenir site countless times over the years and now having reviewed the renderings for Avenir, I am very excited for U. City to have this beautiful development in our community (as presented in the renderings). University City needs continued development to better upgrade our infrastructure. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come (with increased population, which will in turn increase tax revenues in U. City, and which will also result in more funds for U. City schools). I strongly support of offering Avenir Ch. 353 and Ch. 100.

Thank you,
Michael Kass (U. City resident)
Address: 8017 Cornell Avenue (63130)

LaRette Reese

From: Zipora Kent <zippyserve@aol.com>
Sent: Wednesday, September 21, 2022 2:53 PM
To: Council Comments Shared
Subject: Avenir

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

Dear City Council, I have been driving past the Avenir site for years now and have always envisioned what a new development would look like. After seeing the renderings for Avenir, I was blown away by the elegant design. I am excited for U. City to have this gem in our community! If Ch. 353 and Ch. 100 will allow for Avenir to be built as depicted in the renderings, I am in support of providing these incentives as Avenir will bring in needed City funds and will increase the population who will contribute to U. City by shopping, dining, and paying taxes.

My name is: Zipora Kent
My address is: 845 Warder Avenue

LaRette Reese

From: Maureen Axelbaum <axelmaurie@gmail.com>
Sent: Wednesday, September 21, 2022 11:41 AM
To: Council Comments Shared
Subject: Proposal for Avenir

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

Dear City Council,

I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

Maureen Axelbaum
7918 Gannon Ave
Resident of University City for 31 years

LaRette Reese

From: Maureen Axelbaum <axelmaurie@gmail.com>
Sent: Wednesday, September 21, 2022 11:37 AM
To: Council Comments Shared

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

Dear City Council,

I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

Maureen Axelbaum
7918 Gannon Ave
Resident of University City for 31 years

LaRette Reese

From: Alex <alexkbaum@gmail.com>
Sent: Wednesday, September 21, 2022 5:00 AM
To: Council Comments Shared
Subject: Avenir Development

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

Dear City Council,

I have been driving past the Avenir site for years now and have always envisioned what a new development would look like. After seeing the renderings for Avenir, I was blown away by the elegant design. I am excited for U. City to have this gem in our community! If Ch. 353 and Ch. 100 will allow for Avenir to be built as depicted in the renderings, I am in support of providing these incentives as Avenir will bring in needed City funds and will increase the population who will contribute to U. City by shopping, dining, and paying taxes.

My name is: Alex Kestenbaum
My address is: 7580 Amherst Ave, Saint Louis, MO 63130

LaRette Reese

From: David Hermelin <davidhrm@mac.com>
Sent: Tuesday, September 20, 2022 12:12 PM
To: Council Comments Shared
Subject: Attention City Clerk

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

Dear City Council,

This letter is being sent in support of providing the incentive package for the Avenir development, specifically the real estate tax abatement (chapter 353) and the sales tax exemption on construction materials (chapter 100). U-City is very fortunate to have a developer wanting to bring to life a whole area just west of 170 that has been outdated for years and years. The amount of investment and planning to accomplish this development is very impressive and it will be transformational to the area and to U-City.

The city of Olivette is doing commercial project after project along Olive Blvd that are all impressive, and they are changing Olivette for the better, modernizing the area with new retail, living spaces, hotels, etc, all bringing in much greater tax revenues and increasing the value of real estate in the area. The Avenir development is a project that can do the same for U City.

Offering the tax abatements and sales tax incentives are part of doing business and let's not be penny wise and pound foolish. People can complain about things all day long but they are not the ones putting the millions of dollars up to beautify U City and bring a higher standard of living to the area.

I have been driving past the Avenir site for years now and have always envisioned what a new development would look like in that area. After seeing the renderings for Avenir, I was very impressed.

If Ch. 353 and Ch. 100 will help facilitate the Avenir being built as depicted in the renderings, I wholeheartedly support providing these incentives.

Avenir will bring in needed City funds and will increase the population who will contribute to U. City by shopping, dining, and paying taxes.

The objective with a City is to grow it, modernize it, and expand it...this development checks all the boxes.

Thank you for your consideration,

My name is: David Hermelin

My address is:
527 Westview Drive
University City, MO 63130

From: Emunah Weisman <emunahweisman@gmail.com>
Sent: Tuesday, September 20, 2022 10:24 AM
To: Council Comments Shared
Subject: Attn: City Clerk, Avenir

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

Dear City Council,

I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

Sincerely,
Veronica Volz
7201 Greenway Ave
University City, MO 63130

LaRette Reese

From: Axelbaum, Richard <axelbaum@wustl.edu>
Sent: Tuesday, September 20, 2022 2:53 AM
To: Council Comments Shared
Subject: RE: Attention City Clerk: Avenir multifamily development

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

Dear City Council:

I am resending this email (see below), as I understand that there will be a City Council meeting on Tuesday, 9/27 where the Avenir project will be discussed. I hope you will consider my email during this meeting.

Respectfully,

Rich

Richard L. Axelbaum
Energy, Environmental and Chemical Engineering
Washington University in St. Louis

From: Axelbaum, Richard
Sent: Sunday, September 11, 2022 9:22 PM
To: councilcomments@ucitymo.org
Subject: Attention City Clerk: Avenir multifamily development

Dear City Council:

My name is Richard Axelbaum and my address is 7918 Gannon Avenue, University City

I grew up in University City, and have lived in my present address for 32 years. Also, I have been a faculty member in the School of Engineering at Washington University this entire time, and so it should be clear that I only want what is best for University City.

I have reviewed the concept for the Avenir development and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

Respectfully,
Rich

Richard L. Axelbaum
Jens Professor of Environmental Engineering Science
Department of Energy, Environmental and Chemical Engineering
Washington University in St. Louis

LaRette Reese

From: Dovid Greengart <dgreengart@gmail.com>
Sent: Monday, September 19, 2022 9:55 PM
To: Council Comments Shared
Subject: Attn City Clerk, Comment on Agenda Item

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

Dear City Council,

I have been driving past the Avenir site for quite some time, and am glad to see that there are plans for redevelopment and improvement at the site. After seeing the renderings for Avenir, I was blown away by the elegant design. I am excited for U. City to have this wonderful development in our community!

If Ch. 353 and Ch. 100 will allow for Avenir to be built as depicted in the renderings, I am in support of providing these incentives as Avenir will bring in needed City funds and will increase the population who will contribute to U. City by shopping, dining, and paying taxes.

My name is: David Greengart
My address is 8145 Balson Ave, University City MO 63130

Thank you for your consideration

--

Dovid Greengart, MD

From: SylviaPoe <spoe32jpgr@charter.net>
Sent: Monday, September 19, 2022 12:42 PM
To: Council Comments Shared
Cc: Billy Poe
Subject: Avenir Development - Attention: City Clerk

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

Dear City Council,

We understand that the Avenir Ch. 100 and Ch. 353 are on the City Council September 27th meeting agenda. We have previously shared a letter of support and would like to confirm once again our support of the Ch. 100/353 for Avenir. Can you please confirm that this support will be recorded in the official record for this agenda item?

I have lived in University City almost my entire life and am very familiar with the block on which the Avenir site is proposed. We feel that the only way to keep a vibrant and prosperous community is to continue with new growth and development. The work that this company has done in the past has always been beautiful, outstanding, and far and above first class. After seeing the renderings for Avenir, we are very impressed and excited about the elegant design and how much of an improvement it will be for the area. We are excited for University City to have this beautiful and fresh looking project in our community! If Ch. 353 and Ch. 100 will allow Avenir to be built as proposed in the renderings, we are in support of providing these incentives since Avenir will bring in much needed funds for the City and School District. It will also increase the population who will contribute to University City by shopping, dining, and paying taxes.

With best regards,
Sylvia and William Poe
851 Lionsgate Drive
University City 63130

LaRette Reese

From: Lawrence Brown <lrbrown.bus@hotmail.com>
Sent: Monday, September 19, 2022 12:28 PM
To: Council Comments Shared
Subject: Avenir development

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

Dear City Council, I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

Lawrence R. Brown
7927 Cornell Avenue
St. Louis, MO 63130
LRBrown.bus@hotmail.com

From: Breindy Greengart <bcgreengart@gmail.com>
Sent: Monday, September 19, 2022 11:31 AM
To: Council Comments Shared
Subject: Proposal for Avenir

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

Dear City Council,

I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100

Sincerely,

Breindy Greengart

8145 Balson Ave, University City, MO 63130, USA

LaRette Reese

From: Sam Freedman <sfreedman84@gmail.com>
Sent: Monday, September 19, 2022 11:25 AM
To: Council Comments Shared
Subject: Re: Avenir Development

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

Dear City Council,

I understand that the Avenir Ch. 100 and Ch. 353 is on this weeks agenda. I previously shared a letter of support and would like to reconfirm my support of the Ch. 100/353 for Avenir.

Best,

Sam Freedman
(973) 557-3339

On Mon, Jul 25, 2022 at 9:49 AM Council Comments Shared <councilcomments@ucitymo.org> wrote:

Good morning,

I am in receipt of your comments; they will be shared with City Council prior to tonight's meeting.

Kind regards,

From: Sam Freedman <sfreedman84@gmail.com>
Sent: Friday, July 22, 2022 2:32 PM
To: Council Comments Shared <councilcomments@ucitymo.org>
Subject: Avenir Development

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

Dear City Council,

I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir

these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

I believe that by not giving these incentives to local developers we stand to lose in the long run to other communities that are pro development. at which point our properties will sit dormant for years and the tax values will decrease and actually have an incremental downside to tax revenue.

My name is: Sam Freedman

My address is: 7615 Cornell Ave, University City, MO 63130

Sam Freedman

(973) 557-3339

LaRette Reese

From: Daniel Kamins <dkamins314@gmail.com>
Sent: Monday, September 19, 2022 10:06 AM
To: Council Comments Shared
Subject: Avenir project

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

The Avenir project on Delmar will be a long term boost to Ucity - both in attracting new residents and encouraging other property owners to update their properties, or bringing in investors to to update and develop properties - enhancing Ucity image, public pride, property values and - ultimately - tax revenues.

I feel it is very worthwhile for Ucity to partner with responsible developers with a long track record of quality developments in our city.

Daniel Kamins

7853 Balson Ave

From: Dena Granick <granickdesign@gmail.com>
Sent: Monday, September 19, 2022 9:59 AM
To: Council Comments Shared
Subject: Attention City Clerk

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

Dear City Council,

I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

Thank you!

Dena Granick
7741 Gannon Ave,
St. Louis, MO 63130

LaRette Reese

From: rjacobsnow@gmail.com
Sent: Sunday, September 18, 2022 7:04 PM
To: Council Comments Shared
Subject: Avenir - please allow them to finish the project

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

Dear City Council,

I have reviewed the concept for Avenir and believe it will be great for our city's healthy growth.

University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district.

By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come.

I am in support of offering Avenir Ch. 353 and Ch. 100.

Thank you for listening to my comments as a member of U City.

My name is: Rivka R. Jacobs
My address is: 500 North and South Road, #104
University City, MO 63130

Wishing you well

David Mogil
8031 Gannon Avenue
University City, MO 63130

September 18, 2022

City of University City
City Council
City Hall
6801 Delmar Blvd.
University City, MO
councilcomments@ucitymo.org

Attention City Clerk

Dear City Council:

As a longtime resident of University City, it is clear to me that for the city to keep and attract families to the community it is essential to expand its scope of services and offer education enhancements. To achieve that goal, it is vital to make needed renovations and improvements, as well as create new projects, promote new construction, and continually upgrade the City's infrastructure. To all observers of University City's landscape, it is obvious that the City Council's recent endeavors have started to produce such activity. The City Council must continue to seek the private investment needed to spur the development needed to augment the city's virtues.

The development located at the western part of Delmar Blvd, known as Avenir, will be such a project. Avenir will supply high end housing that will lure higher earners who will elevate the tax base in University City. I have reviewed the concept and looked at the plans for Avenir and believe it will be a powerful addition for our city.

To attract the needed private investment, it is often necessary to offer a targeted public contribution. As the City Council is aware the City Code, chapters 353 and 100 governs the incentives.

The tax abatement requested is for the brief period of five years and it only abates the incremental increase above the current taxes. The City will receive the same amount of revenue from the properties it currently receives. Upon the project's completion the City will realize the increased revenue the tenants and employees generate. After the abatement, the city will realize the full value of the improvement.

By minimally incentivizing Avenir in the short term, University City will be laying the groundwork that will generate substantial revenue and strengthen the City for years to come.

Warm regards,

David Mogil
8031 Gannon Avenue
University City, MO 63130

LaRette Reese

From: David Mogil <davidmogil@yahoo.com>
Sent: Sunday, September 18, 2022 7:23 PM
To: Council Comments Shared
Subject: City Council Meeting - Avenir
Attachments: AVENIR CITY COUNCIL.pdf

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

David Mogil

LaRette Reese

From: Shmuel Greenwald <shmuel.greenwald@gmail.com>
Sent: Sunday, September 18, 2022 6:41 PM
To: Council Comments Shared
Subject: Avenir apartments

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

Dear City Council, I have been driving past the Avenir site recently and the new development looks really awesome and will be a wonderful addition to our community. The design looks elegant and beautiful! I am excited for U. City to have this gem in our community! If Ch. 353 and Ch. 100 will allow for Avenir to be built as depicted in the renderings, I am in support of providing these incentives as Avenir will bring in needed City funds and will increase the population who will contribute to U. City by shopping, dining, and paying taxes.

Sincerely,
Shmuel Greenwald
853 Duke Drive
University City MO
63130

--

Rabbi Shmuel Greenwald
Aish HaTorah, St Louis
Director of Education
office (314) 862-2474
cell (314) 435-8461
Email sgreenwald@aish.com

LaRette Reese

From: Avrohom Bin-Nun <adbinnun@gmail.com>
Sent: Sunday, September 18, 2022 6:33 PM
To: Council Comments Shared

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

Dear City Council, I have been driving past the Avenir site for years now and have always envisioned what a new development would look like. After seeing the renderings for Avenir, I was blown away by the elegant design. I am excited for U. City to have this gem in our community! If Ch. 353 and Ch. 100 will allow for Avenir to be built as depicted in the renderings, I am in support of providing these incentives as Avenir will bring in needed City funds and will increase the population who will contribute to U. City by shopping, dining, and paying taxes.

My name is Avrohom Bin-nun
My address is 864 greenshire court university city mo 63130

LaRette Reese

From: sherri bloch <sherribloch@gmail.com>
Sent: Sunday, September 18, 2022 2:21 PM
To: Council Comments Shared
Subject: For meeting on September 27

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

Dear City Council,

I support giving Ch. 353 and Ch. 100 to Avenir. This project will benefit University City in many ways, such as promoting continued development in the area and bringing in additional funds for the City and the School District. We hope you can see all the good that can come from such a unique and well-designed building and recommend these incentives for Avenir.

Rabbi Avi Bloch
7710 Cornell Ave.
University City, MO 63130

From: sherri bloch <sherribloch@gmail.com>
Sent: Sunday, September 18, 2022 2:17 PM
To: Council Comments Shared
Subject: Proposal for Avenir

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

This concerns an agenda item for the meeting on Tuesday, Sept. 25.

Dear City Council,

I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

Sherri Bloch
7710 Cornell Ave.
U. City, MO 63130

From: Yossi Golombeck <ygolombeck@torahprep.com>
Sent: Sunday, September 18, 2022 1:08 PM
To: Council Comments Shared
Subject: Avenir development

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

Dear City Council, I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

My name is Jay Golombeck.
My address is 825 University Place University City, MO 63132.

LaRette Reese

From: Alberto Cozer <acozer@gmail.com>
Sent: Sunday, September 18, 2022 12:18 PM
To: Council Comments Shared
Subject: Avenir project in UCity

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

Dear City Council,

I am familiar and reviewed the project for Avenir and believe it will be great for our city.

University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district.

By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come.

I am in support of offering Avenir Ch. 353 and Ch. 100.

Alberto Cozer
7503 Washington Ave
University City, MO 63130

LaRette Reese

From: Lavatris Channell <lavatrischannell@yahoo.com>
Sent: Sunday, September 18, 2022 11:57 AM
To: Council Comments Shared

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

Dear City Council, I have been driving past the Avenir site for years now and have always envisioned what a new development would look like. After seeing the renderings for Avenir, I was blown away by the elegant design. I am excited for U. City to have this gem in our community! If Ch. 353 and Ch. 100 will allow for Avenir to be built as depicted in the renderings, I am in support of providing these incentives as Avenir will bring in needed City funds and will increase the population who will contribute to U. City by shopping, dining, and paying taxes.

My name is:

Lavatris Channell

My address is:

548 Mapleview

Saint louis Mo

63130

[Sent from Yahoo Mail on Android](#)

LaRette Reese

From: sarah glazer <sarahglazer2@gmail.com>
Sent: Sunday, September 18, 2022 10:40 AM
To: Council Comments Shared
Subject: Attention City Clerk

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

Dear City Council,

I have reviewed the concept for Avenir and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

My name is Sarah Glazer
My address is 8140 Tulane Ave, St. Louis, MO 63130

LaRette Reese

From: Berkowitz, Yaakov <yberkowitz@stlkollel.com>
Sent: Sunday, September 18, 2022 10:21 AM
To: Council Comments Shared
Subject: Attention City Clerk

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

Dear City Council,

I have been driving past the Avenir site for years now and have always envisioned what a new development would look like. After seeing the renderings for Avenir, I was blown away by the elegant design. I am excited for U. City to have this gem in our community! If Ch. 353 and Ch. 100 will allow for Avenir to be built as depicted in the renderings, I am in support of providing these incentives as Avenir will bring in needed City funds and will increase the population who will contribute to U. City by shopping, dining, and paying taxes.

My name is: Yaakov Berkowitz
My address is: 8044 Amherst Ave, University City, MO 63130

--

Yaakov Berkowitz
Menahel (Director)



Office: 314.726.6047 | Cell: 314.814.0388 | stlkollel.com

From: Daniel Anton <dantoncpa@gmail.com>
Sent: Sunday, September 18, 2022 10:11 AM
To: Council Comments Shared
Subject: 9/27 meeting agenda: Avenir

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

Attention City Clerk.

Dear City Council,

I have been a resident of University City for close to 30 years. I have seen with my own eyes how the development along Delmar between I-170 and Old Bonhomme has enhanced the aesthetics of our community. Delmar is a major thoroughfare. The traversing drivers are treated to beautiful contemporary design, along with lush green areas. The economic impact has certainly been positive as well as the increased number of residents and the increased median income of those residents has elevated the tax base for our City.

I am excited about the concept for Avenir and believe it will be the next great step for our City. We have made tremendous strides in the recent past, but University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

My name is Daniel Anton
My address is 8050 Tulance Court, 63130

With fond appreciation for all of your hard work on behalf of our City,

Daniel Anton

LaRette Reese

From: Moshe Glazer <mosheglazer14@gmail.com>
Sent: Sunday, September 18, 2022 11:23 AM
To: Council Comments Shared
Subject: Proposal for Avenir - Attention City Clerk

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

Dear City Council, I have reviewed the concept for Avenir and believe it will be great for our City. University City needs continued development to improve our infrastructure and increase funds for our school district. By giving Avenir these minimal incentives in the short term, we will strengthen the City in a long time for many years. I am in support of offering Avenir Ch. 353 and Ch. 100.

Moshe Glazer
8101 Tulane Ave, University City, MO 63130

From: Avi Roberts <aviroberts126@gmail.com>
Sent: Sunday, September 18, 2022 9:54 AM
To: Council Comments Shared
Subject: Attention city clerk

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

Dear City Council,
I support giving Ch. 353 and Ch. 100 to Avenir. This project will benefit University City in many ways, such as promoting continued development in the area and bringing in additional funds for the City and the School District. We hope you can see all the good that can come from such a unique and well-designed building and recommend these incentives for Avenir.

My name is Avraham Roberts
My address is 7923 Amherst ave

LaRette Reese

From: Estee Rosen <stp1n729@gmail.com>
Sent: Sunday, September 18, 2022 9:19 AM
To: Council Comments Shared
Subject: I support Avenir

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

Dear City Council,

I support giving Ch. 353 and Ch. 100 to Avenir. This project will benefit University City in many ways, such as promoting continued development in the area and bringing in additional funds for the City and the School District. We hope you can see all the good that can come from such a unique and well-designed building and recommend these incentives for Avenir.

Respectfully,

Esther Rosen

561 Purdue Avenue

St Louis, MO 63130

Sent from my iPhone

LaRette Reese

From: Asim Thakore <asim.thakore@gmail.com>
Sent: Tuesday, September 27, 2022 11:33 AM
To: Council Comments Shared
Subject: Public Comment for 9/27/22 Cuncil Meeting

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

Dear Councilmembers,

This is a public comment for the City Council Meeting on September 27, 2022.

My comment relates to Agenda Item M: New Business Item #7 and 8- Bill 9485 & 9486 and any other bills, motions and procedures related to the Avenir Project/"Delmar Boulevard Redevelopment Project".

We own the property at 8727 W Kingsbury Ave, University City, MO, 63124. Our house is in the neighborhood impacted by this project.

As it stands, the very wealthy, already highly successful developer of this project will receive over 3 million dollars of public money to complete the project, as well as a multi-million dollar industrial bond to finance the project.

Perhaps there is some upside to this for the City that we cannot see, but I would like to highlight the fact that a member of the Plan Commission is an Economist at the Federal Reserve Bank of St Louis. That person is more qualified than any of us to assess economic benefit for a project like this. He voted against this expenditure, twice. The Council should do the same.

If there has been a truly independent study done, it should be made public with ample time for public review and comment before this money is spent. If there has not been a truly independent study, one should be commissioned.

The 3 million dollar abatement would be troubling enough on its own, but now the industrial bonds are included. Why can't a developer as successful as this one arrange his own financing? It seems as if the developer sees rising interest rates and doesn't want to borrow at those rates. He is treating University City citizens' money as his personal bank. Either that, or no bank will lend to him, which is a troubling sign.

It does not take a genius to see that the housing market is headed for a downturn for a number of reasons. There is about to be a glut of available housing, and the "Clayton professionals" the developer claims will probably just live elsewhere---closer to their jobs in Clayton or in big houses in West County. The developer will then pivot to what he knows: senior housing. While we welcome everyone to U City, it must be noted that these folks will generate less sales tax revenue than the "Clayton professionals", so any public expenditure should not be based just on what the developer says. The Council should get independent projections from experts in the market before public money is spent. We also need to know the exact terms of this financing: will U City be left holding the bag if the developer pauses or cancels the project?

University City has many pressing, urgent needs. Just last night, we learned that only 24 flooded houses, not 300, will be bought out. Perhaps the 3 million dollars could be applied to that, or to re-locating the immigrant and Black owned businesses that were forced out by the Costco project---the businesses that are a draw for people across the St Louis region and upon whom the City based its motto "Neighborhood To The World."

A longer term need is to develop the Loop before Wash U buys more of it and further erodes our tax base. Perhaps industrial bonds could be issued to encourage development there. It's a zero-sum game in that area---they win, we lose.

TIFs and similar mechanisms are not inherently bad, but they are easy to misuse and often are misused. The Council should avoid making such a mistake by rejecting the request from the developer for the Avenir/Delmar development. Public money should be spent for the **public good** and on the most pressing **public** needs. Boosting the profits of a wealthy developer does not help the public in any way---it is simply a very risky gamble that benefits one citizen---the exact kind of bet the Council should avoid. Please vote no.

Thank you,

Asim Thakore
8727 W Kingsbury Ave

From: valmik thakore <valmikt@hotmail.com>
Sent: Tuesday, September 27, 2022 10:10 AM
To: Council Comments Shared; Jeff Hales; Steve McMahon
Cc: Terry Crow; Gregory Rose; Tim Cusick; Bwayne Smotherson; Aleta Klein; Stacy Clay; John Wagner
Subject: Re: Public Comment on City Council Agenda Item for September 27, 2022 Meeting with attachment
Attachments: Council Comments for Sept 27 2022 Meeting.pdf; Attachments for the email to the City Council Members 9-27-22.pdf
Importance: High

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

September 27, 2022, Council Meeting Comments Email:

This is a public comment on City Council Meeting on September 27, 2022;

On Agenda Item M: New Business Item #7 and 8- Bill 9485 & 9486 and related bills: Taxable Industrial Revenue Bonds (Delmar Boulevard Redevelopment Project) and Blighting Item for the same Project Area.

My wife and I own the property at 8727 W Kingsbury Ave, University City, MO, 63124. Our house is in the neighborhood impacted by the proposed "**Facility for An Industrial Development Project**" previously known as "Avenir Project".

Tax Abatement and Blighting Related IMPORTANT COMMENTS

Dear City Council Member,
University City, MO

We would like to alert you about the following facts for Delmar Boulevard Redevelopment/ Avenir Project's Tax Abatement and Blighting requests that are on your Agenda.

Why are we giving away over \$3.44 million as Tax Abatement and sales tax exemptions for Luxury Apartments? There is urgent need to support flood damaged home owners. We can buy-out more homes for this amount.

1- Developer presented INFLATED Project Budget slide at the Plan Commission meeting on 7/27/22 which showed Land Value as \$12,570,000. But in Developer's own submittal to Plan Commission packet for 3/23/22 meeting Land Appraised Value was shown as \$2,839,200 (*see attached). This is over \$9.73 million or about 3 times the tax abatement request. We need independent consultant audit of all cost -benefit assumptions to be re-examined by the Plan Commission and before voting again on the Tax Abatement request.

2- Construction has started with on-going demolition. Project will be built without any tax abatement. Developer is not going to stop \$89 million project for \$3.5 million.

3- 80% of the project area and 13 out of 17 properties* were owned by the Developer for over 5 years- the Developer caused the blight- if any (see attached). Why are we creating a precedent for abusing the Zoning and Tax Abatement process?

4- Age and obsolescence arguments are used for “blighting” the project area. This means more than 90% of University City should qualify as “blight-able”.

Developer claimed at the Plan Commission meeting on 7/27/22 that his initial cash flow is short by 2.3% of the project cost that requires Tax Abatement. If true, he can easily raise his rent for his Luxury Apartments by 2.3% from \$1600 to \$1640 and \$3600 to \$3680** (see attached).

5- Plan Commission had voted down the Tax Abatement request on 3/31/22. For whatever reason it was sent back to Plan Commission for reconsideration. Why are we creating a precedent that if you don't like the result you can keep going back for reconsideration? **Does this allow us- tax payers- to ask for reconsideration by the Plan Commission of their vote on the Tax Abatement request by the Developer?**

6- Plan Commission have commented in 7/27/2022 meeting that they did not have enough information to vote and asked for additional analyses made available to them and the City Council prior to any vote by the City Council on Tax Abatement request. We, the Citizens, also need to see the information couple of weeks prior to the City Council meeting. We have requested this from Mr. John Wagner and have not seen this.

7- University City has limited tax revenue. We also have other needs- e.g. Flood Victims Relief, Fire Department/ EMS Retirement funding (Prop F), City Reserve Funds for high inflation period, replacement of leaky trash trucks, etc.

Please vote **NO** on all these bills. **NO TAX ABATEMENT** for the rich while not helping flood damaged home owners.

Thank you.

Valmik Thakore
8727 West Kingsbury Avenue, St. Louis, MO 63124

Attachments: 1- As noted above for points 1 *, 3 ** and in point 5 text above.
2- PDF of this email for Format and highlights.

LaRette Reese

From: Liese Rugen <liese.rugen@gmail.com>
Sent: Tuesday, September 27, 2022 9:44 AM
To: Council Comments Shared
Subject: Comment on Tax Abatement for Avenir

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

Hello,

My name is Elizabeth Rugen and I live close to the proposed development by Avenir on Delmar and 170. I'm writing to comment on the Tax Abatement and Bond Issuance.

I live right next to where this housing complex is going to be built. Development is fine. I have no problem with a building going up. I can only assume this massive corporation isn't going to be providing low income housing, as these sorts of corporations usually don't.

That being said, I can't understand why we would be paying them to build here. Is it true that our firefighters don't have a pension? Are there not many many holes in what we can provide for our community due to lack of funding? And you, our City Council, are considering not bringing in over \$2 million dollars to our community? I can't understand why you would be doing this. It certainly is making me consider who is representing us in the City Council and who I will vote for in the future. I will not be supporting anyone who allows this Tax Abatement to go through. We need leaders for our community on the City Council. This vote will certainly flush out where our City Council stands.

Thank you
Elizabeth Rugen
8812 Washington Ave
University City, MO 63124

From: mlaz279293@aol.com
Sent: Tuesday, September 27, 2022 7:39 AM
To: Council Comments Shared
Subject: Avenir

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

My feelings have not changed.

Please don't go forward with bills 9485 & 9486 and give bonds & tax abatement to this project whatever it is called.

Our fellow citizens of U City who have lost everything should be getting the bonds to help them get re-established, not a luxury apartment building. We have too many other things that need money too that are necessary in the community.

NO to Bills 9485 & 9486 and No to any tax abatement.

thank you.

Margie Lazarus
8808 Washington Ave

LaRette Reese

From: Donna Wilensky <mmwtwins@gmail.com>
Sent: Monday, September 26, 2022 10:59 PM
To: Council Comments Shared
Subject: SECOND AND THIRD READINGS OF BILLS 9485 9486 ETC

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

Dear Council Members,

It is mind boggling to me that the industrial bond issue, as well as the tax abatement for the Avenir Project, seems to be more of a concern and priority than 300 U. City Residents losing their homes, belongings etc.

The Avenir Project never was needed in any way, shape, or form! In fact, the idea of all this is ridiculous! But to add insult to injury wanting special privileges to fund this is absurd!

It really makes me wonder how many of you (and you know who you are), can sleep at night or have a conscience when it comes to some people that have lost everything and yet there are greedy people that are building unnecessary projects that they cannot afford and should have know this from the get go!

To be very BLUNT instead of only thinking of \$ DOLLAR SIGNS IN YOUR EYES- SEE COMPASSION FOR OTHERS!!

LET'S GET HONESTY AND HELPING OUR NEIGHBORS AND NEIGHBORHOODS BACK TO THE PRIORITIES OF U. CITY AND NOT BE BLIND SIDED BY THOSE WHO DO NOT SHARE THIS VISION!!!

DONNA WILENSKY

8801 Washington Ave.

63124

LaRette Reese

From: Cindy <spacoach@yahoo.com>
Sent: Monday, September 26, 2022 3:52 PM
To: Council Comments Shared
Subject: Avenir Project.

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

Council Committee,

I am a resident in the UCity area that is in the neighborhood near the Avenir project. I understand that the project has moved forward too far to stop, however, I would like to address the tax abatements that the developer is requesting. I am certain that there are more pressing needs in the U City community for the use of \$2 million dollars that is being considered for his project. Particularly given the recent floods we experienced this summer. This problem needs to be addressed by the city first as responsible tax paying residents. It's been an issue for some time and funds could be used from those forgiven tax dollars.

Also the city is in dire need of many tree trimmings in many streets of UCity. This section of Delmar where this project is going in is a perfect example of the neglect on the city's part for many many years.

I ask this be addressed at the upcoming meeting tomorrow.

Regards,

Cindy Angelly
8743 Teasdale Ave
U City, MO 63124
Angelly701 LLC
314-369-8862

LaRette Reese

From: William Ash <wmash47@gmail.com>
Sent: Monday, September 26, 2022 11:06 AM
To: Council Comments Shared
Subject: Comment on bills 9485 and 9486

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

Dear Council Members,

Thank you for having an in-person meeting for 2nd and 3rd readings of bills 9485, 9486 and related bills to authorize bond issuance and tax abatement for the Avenir Development.

Since we are not being given a forum to speak, would each of you speak to the concerns being expressed in the written comments submitted to you by residents on these issues?

To me the below are most relevant:

Regarding the industrial bond issue, is University City truly protected in the event of developer bankruptcy, project withdrawal/failure to complete, or sale of the property to be developed? Is not our general tax revenue at some risk? If the developer is not financially capable of financing his project himself, is this not a big red flag? Why are we doing this? And why is it ethical to create what appears to be a legal work-around to deprive local municipalities of its tax revenue on construction materials and supplies to the sole benefit of the developer?

Regarding tax abatement, have you seen financials from the developer to justify giving him the abatement? If an independent assessment has been made recommending this, can you not share some of this with the public? Does the developer truly need it to make the project financially viable? Why can't he just increase his rents slightly to cover any projected shortfall? Should we not have adopted guidelines with clear procedure to follow when considering granting tax abatements?

Finally, given all the other needs of University City--refurbishing City Hall and environs, and with Mr. Rose asserting on Donnybrook that U-City will provide leadership on the impact of recent flooding disasters for 300 U-City residents (just two looming issues), can we really justify depriving U-City residents of \$2,185,659 in taxes foregone that could go to addressing these needs?

I'm not asking that each of you address every issue above, but please share with us your rationale for voting as you will do by speaking out during the meeting. From my perspective as a resident I don't understand why these bills should be approved.

Thank you all for your service to our U-City community.

William Ash
8690 West Kingsbury Ave.
University City, MO 63124
314 569-3299

LaRette Reese

From: Phil Klasskin <philklasskin@gmail.com>
Sent: Sunday, September 25, 2022 11:27 AM
To: Council Comments Shared
Cc: Steve McMahon; Jeff Hales
Subject: Regarding Bills for Avenir project

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

I have maintained from the beginning that claiming the proposed area blighted and granting tax abatement is not good policy. However, given that the Deutschs have now made the buildings uninhabitable, and the 5 year abatement is better than the initial longer request, I accept that bill 9486 will pass.

On the other hand, the idea of Bill 9485 is beyond the pale. That the city should issue up to \$90M dollars in bonds in these uncertain financial times just to save the project from paying legitimate sales taxes should not be acceptable. I strongly urge a NO vote on this bill.

Sincerely,

Phillip Klasskin
8736 Teasdale Ave - 63124

From: Grace Collins <taylorcollins@att.net>
Sent: Friday, September 23, 2022 7:43 PM
To: Council Comments Shared
Subject: Fwd: Avenir- Delmar Redevelopment -90 million issued bonds tax abatement granted to a luxury development

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

Sent from my iPhone

Begin forwarded message:

From: Grace Collins <taylorcollins@att.net>
Date: September 12, 2022 at 2:12:29 AM CDT
To: councilcomments@uvitymo.org
Subject: **Avenir- Delmar Redevelopment -90 million issued bonds tax abatement granted to a luxury development**

Dear Council-

Please- please do not grant tax abatement nor issue 90 million bonds to the Avenir Project or Delmar Redevelopment.

I am deeply saddened by our residents that lost their homes. There is an abundance of misery. I continue calling regarding or trash trucks which all have leaks the bottom shelf in the truck is unable to lock therefore we have not only glass trails through out our streets but drippings of oil- grease that are now common spots stains trails throughout our neighborhood.

I am baffled that a tax abatement of 2.3 million as well as 90 million in secured bonds would be granted to a developer building a luxury 260 plus unit building.

I apologize if I misread what was on the agenda for tonight's meeting. Is there an area I could go to to find out why the development name continues to change. How can we afford to front 90 million when there are funds short in many departments.

Thank you for your time reading

Grace Collins
8841 Washington Avenue
63124

Sent from my iPhone

From: Grace Collins <taylorcollins@att.net>
Sent: Friday, September 23, 2022 7:38 PM
To: Council Comments Shared
Subject: Fwd: Avenir- Delmar Redevelopment -90 million issued bonds tax abatement granted to a luxury development

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

Sent from my iPhone

Begin forwarded message:

From: Grace Collins <taylorcollins@att.net>
Date: September 12, 2022 at 2:12:29 AM CDT
To: councilcomments@uvitymo.org
Subject: Avenir- Delmar Redevelopment -90 million issued bonds tax abatement granted to a luxury development

Dear Council-

Please- please do not grant tax abatement nor issue 90 million bonds to the Avenir Project or Delmar Redevelopment.

I am deeply saddened by our residents that lost their homes. There is an abundance of misery. I continue calling regarding or trash trucks which all have leaks the bottom shelf in the truck is unable to lock therefore we have not only glass trails through out our streets but drippings of oil- grease that are now common spots stains trails throughout our neighborhood.

I am baffled that a tax abatement of 2.3 million as well as 90 million in secured bonds would be granted to a developer building a luxury 260 plus unit building.

I apologize if I misread what was on the agenda for tonight's meeting. Is there an area I could go to to find out why the development name continues to change. How can we afford to front 90 million when there are funds short in many departments.

Thank you for your time reading

Grace Collins
8841 Washington Avenue
63124

Sent from my iPhone

LaRette Reese

From: Jonathan <jonathandwitten@gmail.com>
Sent: Wednesday, September 21, 2022 11:56 AM
To: Council Comments Shared
Subject: Attention City Clerk.

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

Dear City Council, I support giving Ch. 353 and Ch. 100 to Avenir. This project will benefit University City in many ways, such as promoting continued development in the area and bringing in additional funds for the City and the School District. We hope you can see all the good that can come from such a unique and well-designed building and recommend these incentives for Avenir.

Jonathan Witten
8318 Cornell Ave, 63132

LaRette Reese

From: howjac@aol.com
Sent: Tuesday, September 20, 2022 12:31 PM
To: Council Comments Shared
Subject: Avenir

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

It has come to my attention that there is opposition to the Avenir's request for TIF financing as well as Chapter 100 sales tax exemption. I frankly see no logic to this. As long as these properties stay on the tax rolls at their present level of development then the city will be out no tax revenues and we will have a significant upgrade in the quality of development along this stretch of Delmar Blvd. This ultimately increases the value of all of our real estate and makes University City an even better place to live! It is vital that we do what we can to encourage developers to continue to build in University City. These two tax abatement programs are great incentives for developers to smartly develop in University City in which we will all benefit. On top of all of this when the incentives expire, we will see greatly enhanced revenue in University City from this development. It's a win for us all!

I strongly encourage you to support this request.

Sincerely,

Howard Oppenheimer
914 Albey Lane
University City, MO 63132

From: Dovid Miller <miller.dovid@gmail.com>
Sent: Tuesday, September 20, 2022 10:53 PM
To: Council Comments Shared
Subject: The Avenir development

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

Dear City Council, I support giving Ch. 353 and Ch. 100 to Avenir. This project will benefit University City in many ways, such as promoting continued development in the area and bringing in additional funds for the City and the School District. I hope that you will see the value in encouraging proper development and provide the necessary support to make it happen. I believe that future revenue directly and indirectly make this very worthwhile for the city and recommend these incentives for Avenir.

My name is: David Miller
My address is: 8100 Balson Ave University City 63130



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

NUMBER: <i>For City Clerk Use</i>	PH20221010-01
--------------------------------------	---------------

SUBJECT/TITLE:
Public Hearing for Easement Vacation on Westview Drive

REQUESTED BY: John L. Wagner	DEPARTMENT / WARD Planning and Development/1
---------------------------------	---

AGENDA SECTION: Public Hearing	CAN ITEM BE RESCHEDULED?
-----------------------------------	--------------------------

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
N/A

FISCAL IMPACT:
N/A

AMOUNT:	ACCOUNT No.:
FROM FUND:	TO FUND:

EXPLANATION:
Public Hearing for Easement Vacation Westview Drive.

STAFF COMMENTS AND BACKGROUND INFORMATION:

CIP No.

RELATED ITEMS / ATTACHMENTS:
Copy of notice published in the St. Louis Countian.

LIST CITY COUNCIL GOALS (S):
Encourage High Quality Growth

RESPECTFULLY SUBMITTED: City Manager, Gregrory Rose	MEETING DATE: October 10, 2022
--	-----------------------------------

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
COUNTY OF ST. LOUIS

} S.S.

Page 1 of 1

Before the undersigned Notary Public personally appeared **Brandon Crail** on behalf of **THE COUNTIAN, ST. LOUIS COUNTY** who, being duly sworn, attests that said newspaper is qualified under the provisions of Missouri law governing public notices to publish, and did so publish, the notice annexed hereto, starting with the **September 25, 2022** edition and ending with the **September 25, 2022** edition, for a total of 1 publications:

09/25/2022

Notice of Public Hearing
Notice is hereby given that the City Council of University City will hold a public hearing on **Monday, October 10, 2022, at 6:30 pm in the 5th Floor Council Chambers of City Hall, 6801 Delmar Boulevard**, to consider an Easement Vacation to surrender and vacate a walk and pole easement adjacent to 511 Westview Drive. Please contact John Wagner at 314-505-8501 with questions about the proposed Easement Vacation. Persons with disabilities who require special arrangements to attend the public hearing should contact LaRette Reese at 314-505-8605 at least 5 days prior to the meeting. All interested parties are invited to attend.
12158759 County Sep. 25, 2022

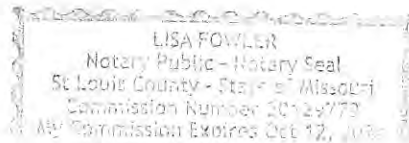


Brandon Crail

Subscribed & sworn before me this 28TH day of Sept, 2022
(SEAL)



Notary Public





CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER:
For City Clerk Use CA20221010-01

SUBJECT/TITLE:
Contract for the Collection of GEMT funds.

REQUESTED BY: William Hinson DEPARTMENT / WARD: Fire

AGENDA SECTION: consent CAN ITEM BE RESCHEDULED? yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager recommends approval of the contract and authorization to sign the agreement to contract with Brandy L Douglas LLC for GEMT collection starting immediately and lasting through September of 2025.

FISCAL IMPACT:
The fiscal impact to the FY23 budget will be \$7,000 plus 2.5% of gross GEMT proceeds per reported year. This is a 3 year contract replacing an existing contract with a company charging \$7,500 plus 3%.

AMOUNT: \$7,000 ACCOUNT NUMBER: 01-35-25-6050

FROM FUND: 01-35-25-6050 TO FUND: 01-35-25-6050

EXPLANATION:
This is an annually budgeted item for processing and collection of GEMT funds from the State for ambulance transport. This contract will be up for renewal September 2025.

STAFF COMMENTS AND BACKGROUND INFORMATION:
We are at the end of our contract with the existing company and have found a local company that services other departments and districts in the area. The Douglas company has bid the job at a lower cost to the City.

CIP No. NA

RELATED ITEMS / ATTACHMENTS:
1. Contract

LIST CITY COUNCIL GOAL(S):
Fiscal responsibility.

PREPARED BY: William Hinson RESPECTFULLY SUBMITTED: Mr. Rose MEETING DATE: 10/10/2022

PROFESSIONAL SERVICES AGREEMENT
Brandy L. Douglas, LLC

This Agreement, dated as of **October 11, 2022**, is by and between **University City Fire Department** (“**CLIENT**”), and Brandy L. Douglas, LLC (“**CONSULTANT**”), hereinafter collectively referred to as the “Parties.” The Agreement will be effective upon final execution by all parties.

1. HEADINGS

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

2. EXHIBITS

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

3. CONSULTANT’S SCOPE OF SERVICES AND CLIENT RESPONSIBILITIES

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

4. TERM

This Agreement shall terminate on **October 11, 2025**, unless extended by mutual Agreement of the Parties in writing or terminated in accordance with Section 16.

5. PAYMENT

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

6. INDEPENDENT CONTRACTOR

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

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

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

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

7. INDEMNIFICATION

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

8. CONFORMITY WITH LAW AND SAFETY

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

9. TRAVEL EXPENSES

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

10. TAXES

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

11. ACCESS AND RETENTION OF RECORDS

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

12. CONFLICT OF INTEREST

CONSULTANT covenants that CONSULTANT presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which

has any interest adverse or potentially adverse to the CLIENT, as determined in the reasonable judgment of the CLIENT. Entering into this agreement does not preclude CONSULTANT from working for others as long as CONSULTANT ensures that such work does not constitute a conflict of interest.

13. CONFIDENTIALITY

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

14. USE OF CLIENT PROPERTY

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

15. TERMINATION

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

16. CHOICE OF LAW

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

17. ENTIRE AGREEMENT

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

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

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

18. MODIFICATION OF AGREEMENT

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

19. SEVERABILITY

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

20. SUCCESSORS AND ASSIGNS

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

21. NOTICES

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To: CLIENT: University City Fire Department
 Attn: Deputy Chief Gary Wilmoth
 863 Westgate Avenue
 University City, MO 63130

To: CONSULTANT: Brandy L. Douglas, LLC
 2302 Eisenbath Rd.
 O'fallon, MO 63366

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

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

22. SIGNATORIES

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

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

CLIENT
University City Fire Department

CONSULTANT
Brandy L. Douglas, LLC

By: _____
Signature

By: _____
Signature

Name: Mr. Gregory Rose
Title: City Manager
Date: _____

Name: Brandy Douglas
Title: Principal / Managing Partner
Date: _____

EXHIBIT A
Scope of Services

GROUND EMERGENCY MEDICAL TRANSPORTATION CONSULTING RESPONSIBILITIES

CONSULTANT shall provide consulting services to the CLIENT as follows:

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

EXHIBIT B
Payment Terms

A. SCHEDULE

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

B. TRAVEL

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

C. TOTAL PAYMENT AMOUNT

Services under the contract provided by the CONSULTANT shall be completed for a fee of **\$7,000 plus 2.5% of gross GEMT proceeds per report year**, for a term of three (3) years. The fee schedule referenced herein shall remain unchanged for the term of the contract.

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

D. ADDITIONAL SERVICES

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

Contact information for billing purposes is as follows:

CLIENT: University City Fire Department
Attn: Deputy Chief Gary Wilmoth
863 Westgate Avenue
University City, MO 63130

Phone number: (314) 505-8594
Email address: gwilmoth@ucitymo.org

CONSULTANT: Brandy L. Douglas, LLC
2302 Eisenbath Rd.
O'fallon, MO 63366

Phone number: (636) 236-7365
Email address: bdouglascpa@outlook.com



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

NUMBER: <i>For City Clerk Use</i>	CM20221010-02
--------------------------------------	---------------

SUBJECT/TITLE: MS Office 365 Renewal			
REQUESTED BY: Dawn Beasley, Assistant City Manager		DEPARTMENT / WARD Admin	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	No
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: The City Manager recommends that City Council approve the renewal of the Office 365 licenses for continued use of the product. This is for 1 year of a 3-year contract. Contract finalization documents will be supplied once approved.			
FISCAL IMPACT: Funds in the amount of \$40,921.37 would come from the Technology Services account.			
AMOUNT:	\$40,921.37	ACCOUNT No.:	01-01-11-6560
FROM FUND:	na	TO FUND:	na
EXPLANATION:			
STAFF COMMENTS AND BACKGROUND INFORMATION: City staff utilizes the Microsoft Office 365 suite of services which include Email and MS Office Suite applications			
CIP No.	na		
RELATED ITEMS / ATTACHMENTS: 1.) SHI Vendor Renewal Quote 2.) MPSA Volume Licensing Agreement			
LIST CITY COUNCIL GOALS (5): Prudent Fiscal Management			
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	October 10, 2022



Pricing Proposal
Quotation #: 22561304
Created On: 9/27/2022
Valid Until: 10/27/2022

City of University City

Inside Account Executive

Michael Carlin
6801 Delmar Boulevard
University City, MO 63130
United States
Phone: 3145058616
Fax:
Email: mcarlin@ucitymo.org

Mike Moran
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-584-8356
Fax:
Email: mike_moran@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Note: Year 1	169	\$94.77	\$16,016.13
2 O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Note: Year 1	100	\$248.58	\$24,858.00
3 Visio P1 GCC Sub Per User Microsoft - Part#: HWT-00001 Note: Year 1	1	\$47.24	\$47.24
		Total	\$40,921.37

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

Microsoft Products and Services Agreement

This Microsoft Products and Services Agreement (the "Agreement") is entered into between Customer and Microsoft. It includes the General Terms, the Professional Services Terms (if any), the Purchasing Account registration (if any), Use Rights, Licensing Manual and all documents referenced within those documents.

General Terms

These General Terms apply to all of Customer's Purchasing Accounts. Capitalized terms have the meanings given in the "Definitions" section below.

1. Grants, rights and terms.

All rights granted under this Agreement are non-exclusive and non-transferable (except as set forth in the "License transfers" section in the Purchasing Account registration) and apply as long as neither Customer nor any of its Affiliates is in material breach of this Agreement.

- a. **Software.** Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.
 - (i) **Use Rights.** The Use Rights in effect when Customer orders Software will apply to that Software, even if Customer chooses to use an earlier version. If the Software is covered by Software Assurance, when a new version is released, Customer may, at its option, (1) install and use the new version under the Use Rights in effect when the new version is released; or (2) continue to use the earlier version under the Use Rights applicable to either the earlier version or the new version.
 - (ii) **Temporary and perpetual licenses.** Licenses available on a subscription basis, rights to Online Services, and most Software Assurance rights are temporary. For all other licenses, the right to use Software becomes perpetual only when all applicable payments for that Software have been made and any applicable Software Assurance term has expired. To obtain rights for a newer version of Software through Software Assurance, Customer must maintain continuous Software Assurance coverage for its licenses for that Software. Licenses for a new version of Software obtained through Software Assurance replace any licenses for the earlier version.
- b. **Online Services.** Customer may use the Online Services as provided in this Agreement.
 - (i) **Online Services Terms.** The Online Services Terms in effect when Customer orders or renews a subscription to an Online Service will apply for the applicable subscription term. For Online Services that are billed periodically based on consumption, the Online Services Terms current at the start of each billing period will apply to usage during that period.
 - (ii) **Suspension.** Microsoft may suspend use of an Online Service during Customer's violation of the Acceptable Use Policy described in the Online Services Terms, failure to pay amounts due, or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable, including 30 days' notice of a suspension for non-payment. Microsoft may de-provision seats for Online Services that Customer has self-provisioned if Customer does not promptly submit a reconciliation order for those seats.
- c. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- d. **Affiliates' rights.** Customer may sublicense its rights to use Products to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its

Affiliates' compliance with this Agreement. Customer must notify Microsoft promptly if any Affiliate ceases to be an Affiliate of the Agreement Administrator.

- e. **Restrictions.** Customer must not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Except as expressly permitted in this Agreement, a Supplemental Agreement or Product documentation, Customer must not (and is not licensed to): (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- f. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.
- g. **Verifying compliance for Products.**
 - (i) **Right to verify compliance.** Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may request as an alternative to a third party audit. Additional details about the process are included in the Licensing Manual.
 - (ii) **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use of Products, then within 30 days (1) Customer must order sufficient licenses to cover its use, and (2) if unlicensed use is 5% or more, Customer must reimburse Microsoft for the costs Microsoft incurred in verification and acquire the necessary additional licenses at 125% of the price, based on the then-current price list and customer price level. The unlicensed use percentage is based on the total number of licenses purchased for current use compared to actual installed base. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other legal means.
 - (iii) **Verification process.** Microsoft will notify Customer at least 30 days in advance of its intent to verify Customers' compliance with the license terms for the Products Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customers operations.

2. Privacy and compliance with Laws.

- a. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement and any Supplemental Agreement. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection laws before providing personal information to Microsoft.

- b. Personal information collected under this Agreement (1) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (2) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.
- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.

3. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data and the terms of Microsoft agreements. The Online Services Terms may provide additional obligations for, and limitations on disclosure and use of, Customer Data. Confidential Information does not include information that (1) becomes publicly available without a breach of this Agreement, (2) the receiving party received lawfully from another source without a confidentiality obligation, (3) is independently developed, or (4) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives"), and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (1) for Customer Data until it is deleted from the Online Services and (2) for all other Confidential Information for a period of five years after a party receives the Confidential Information.

4. Product warranties.

a. Limited warranties and remedies.

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are in the SLA.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse or use inconsistent with this Agreement, including failure to meet minimum system requirements.

These warranties do not apply to free, trial, preview, pre-release or beta products, or to components of Products that Customer is permitted to redistribute.

- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.

5. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either: (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Customer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product or Fix, alone or in combination with anything else, violates the law or harms a third party.

6. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement and any Supplemental Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Online Service during the 12 months before the incident.
- b. **Free Products and distributable code.** For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

7. Term and termination.

- a. **Term.** This Agreement is effective until terminated by a party, as described below.
- b. **Termination without cause.** The Agreement Administrator or Microsoft may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect any existing orders or Supplemental Agreements, but Customer will no longer be able to place orders, register Purchasing Accounts, or enter into Supplemental Agreements after the effective date of termination.
- c. **Termination for cause.** If a party breaches this Agreement or any Supplemental Agreement, the other party may terminate the breached agreement (in whole or in part, including orders) upon notice. If the breach is curable within 30 days, then the terminating party must provide 30 days' notice to the breaching party and an opportunity to cure the breach. Microsoft may terminate a Customer's right to place orders if Customer ceases to be an Affiliate of the Agreement Administrator.
- d. **Effect of termination.** If Customer terminates this Agreement due to a breach by Microsoft, then
- (i) For subscription-based Products (including Online Services), Customer will receive a credit for any amount paid for a usage period after the termination date.
 - (ii) For consumption-based Products, Customer must (1) pay for Products consumed as of the termination date and (2) will receive a credit for any Product for which it has paid but not consumed.
 - (iii) For other Software, Customer may either (1) pay all remaining amounts due under the Agreement, in which case it will have perpetual rights for all such Software ordered, or (2) pay only the amounts due as of the termination date, in which case it will have perpetual licenses for all fully-paid Software licenses and a pro rata number of Software licenses for which partial payment has been made. In each case, if the Software licenses are covered by Software Assurance, the perpetual licenses will be for the latest version of the Software at termination.

8. Ordering, pricing, and payment.

- a. **Ordering Products.** To order Products under this Agreement, Customer must be a legal entity that is an Affiliate of the Agreement Administrator and establish one or more Purchasing Accounts by executing a Purchasing Account registration for each Purchasing Account.
- b. **Pricing and payment.** The Partner or Microsoft Affiliate that invoices Customer will set Customer's pricing and payment terms for that invoice. Microsoft annually reviews price levels used, as described in the Licensing Manual. Customer will pay the amount due according to the payment terms.
- c. **Payment terms for Microsoft invoices.** If a Microsoft Affiliate invoices Customer, Customer must pay Microsoft according to the terms, payment methods and in the currency stated on Microsoft's invoice. The terms of any extension of credit under this Agreement may be modified or withdrawn by Microsoft upon notice. Microsoft may assess a finance charge on all past due amounts, payable on demand and equal to the lesser of an annual rate of 24% and the highest amount allowed by law, applied from the first day the amount is past due until paid in full.
- d. **Taxes.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes, unless specified on the invoice as tax inclusive. Customer shall pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and

that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits or taxes on its property ownership.

If any taxes are required to be withheld on payments to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

9. *Miscellaneous.*

- a. **Partners.** Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with a Purchasing Account. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft. Microsoft may pay some Partners and other third parties for their services related to Customer purchases. The fees Microsoft pays depend upon several factors, including the number and types of licenses ordered.
- b. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this Agreement.
- c. **Microsoft as independent contractor.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
- d. **Notices.** Notices to Microsoft must be sent to the address listed on the applicable registration or Supplemental Agreement. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email, to contacts provided by Customer under the Purchasing Account registration or other documents or sites. Emails will be treated as delivered on the transmission date.
- e. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, or promote non-Microsoft products or services.
- f. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) these General Terms, (2) any Professional Services Terms; (3) any Purchasing Account registration, (4) any Supplemental Agreement, (5) the Licensing Manual, (6) the Product Terms, (7) the Online Services Terms, (8) orders submitted under this Agreement, and (9) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- g. **Amendments.** Any amendment to this Agreement or any Supplemental Agreement must be executed by both parties, except that Microsoft may change the Product Terms, Use Rights and Licensing Manual from time to time, subject to the terms of this Agreement. Any additional or conflicting terms and conditions contained in Customer's or a Partner's purchase order are expressly rejected and will not apply. Microsoft may require Customer to sign a new agreement or an amendment to an existing agreement before processing a new order or accepting a Purchasing Account registration.
- h. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

- i. **Applicable law.** Except as noted in any Professional Services Terms, this Agreement shall be governed by and construed in accordance with the laws specified in the Purchasing Account registration.
- j. **Dispute resolution.** When bringing any action arising under this Agreement or any Supplemental Agreement, the parties agree to the following exclusive venues:
 - (i) If Microsoft brings the action, the venue will be where Customer has its headquarters.
 - (ii) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, U.S.A.
 - (iii) If Customer brings the action against a Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.
- k. **Severability.** If any provision in this Agreement is held to be unenforceable, the balance of the Agreement will remain in full force and effect.
- l. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- m. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- n. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.

10. Country-specific provisions.

The country-specific provisions available at the Licensing Site replace or supplement the relevant provisions of this Agreement based on the Customer's location and in any case where the law of the jurisdictions listed in the country-specific provisions gets applied.

11. Definitions.

"Affiliate," unless otherwise defined in the Purchasing Account type terms, means any legal entity that a party owns, or is owned by, or that is under common ownership with that party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Agreement Administrator," or a successor term, means the legal entity that manages this Agreement. By default, the first Customer to execute this Agreement is the Agreement Administrator.

"Confidential Information" is defined in the "Confidentiality" section.

"Customer" means a legal entity that enters into this Agreement by executing a Purchasing Account registration or Supplemental Agreement.

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates through use of Online Services.

"day" means a calendar day.

"Fix" means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"Licensing Manual" means the document that provides information about this Agreement, such as price levels and ordering rules. The Licensing Manual document is on the Licensing Site and is updated from time to time.

"Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

"Microsoft" means the Microsoft entity that counter-executed Customer's Purchasing Account registration or Supplemental Agreement and its Affiliates (as appropriate).

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

"Partner" means a company Microsoft has authorized to sell Products to Customer.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

"Purchasing Account" means the account that Customer authorizes to manage orders and payment under this Agreement and is established by executing a Purchasing Account registration.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" means an offering that provides new version rights for Products and other benefits, as further described in the Product Terms and the Licensing Manual.

"Supplemental Agreement" means any agreement that incorporates this Agreement.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact with.

"Use Rights" means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

Professional Services Terms

These terms are part of the Agreement and apply to any consulting and support services Microsoft performs ("Professional Services"). Professional Services Microsoft performs will be described in a work order or other description of services that incorporates the Agreement (a "Statement of Services"). Any computer code or materials other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services are considered "Services Deliverables."

- a. **Pre-existing work.** All rights in any computer code or other written materials developed or otherwise obtained independent of this Agreement ("Pre-existing Work") will remain the sole property of the party providing it. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.
- b. **Services Deliverables.** Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in this Agreement.
- c. **Use of technical information from Professional Services.** Microsoft may use any technical information it derives from providing Professional Services for problem resolution, troubleshooting, product functionality enhancements, Fixes, and for Microsoft's knowledge base. Microsoft agrees not to identify Customer or disclose any of Customer's Confidential Information as part of such use.
- d. **Professional Services warranty.** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will, at its discretion and as Customer's sole remedy for the breach of the warranty, either re-perform the Professional Services

or return the price Customer paid for them. **This warranty is subject to the "exclusions" and "disclaimer" terms of the Warranties section in the General Terms.**

- e. **Professional Services limitation of liability.** The total liability of each party for Professional Services under this Agreement and any Supplemental Agreement that incorporates its terms is limited to direct damages up to the amount Customer was required to pay under the applicable Statement of Services. In the case of services provided free of charge, or code Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages up to U.S. \$5,000. **This limitation of liability is subject to the "Exclusions" and "Exceptions" terms in the General Terms.**
- f. **Compliance with laws.** Microsoft and Customer will each comply with all applicable laws and regulations. However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not also generally applicable to information technology services providers.
- g. **Professional Services termination.** If Customer terminates a Statement of Services as a result of a breach by Microsoft, Customer must pay all amounts due under the Statement of Services as of the termination date. Upon Microsoft's receipt of payment for the Professional Services, Customer's interests in the Services Deliverables will vest. Microsoft has no obligation to continue to provide Professional Services if Customer fails to make timely payment for the Professional Services.
- h. **Applicable law and dispute resolution for Professional Services.** The terms of each Statement of Services will be governed by and construed in accordance with the law of the jurisdiction where the Microsoft Affiliate delivering the Professional Services is organized. If Customer brings an action to enforce a Statement of Services, the venue will lie where the Microsoft Affiliate delivering the services has its headquarters.
- i. **Certain terms.** Services Deliverables are deemed "Products" for purposes of all rights and obligations in the sections of the General Terms titled "Affiliates' rights," "Restrictions," "Reservation of rights," "Privacy and Compliance with Laws," "Defense of third party claims" and "Taxes." The parties may agree to change any of the terms in this "Professional Services Terms" section in a Statement of Services.



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER: <i>For City Clerk Use</i>	CA20221010-03
--------------------------------------	---------------

SUBJECT/TITLE: Emerald Ash Borer Tree Removal & Replacement Contract			
REQUESTED BY: Darren Dunkle		DEPARTMENT / WARD Public Works/ All	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	no
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Move to approve the agreement with Omni Tree Service and authorizes the City Manager to execute the contract contained in Council's packet.			
FISCAL IMPACT: The fiscal impact to the FY22 budget will be \$74,290.00			
AMOUNT:	\$74,915.00	ACCOUNT No.:	14-40-90-8100
FROM FUND:	Capital Improvement Fund	TO FUND:	
EXPLANATION: 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 Cities 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: The City advertised for bids for the Emerald Ash Borer Project on the City's website as well as emailed the information to several companies. Three (3) companies responded to the bid request and agreed to provide services per the specifications.

CIP No.	PRF 23/27-03
RELATED ITEMS / ATTACHMENTS: 1) Contract 2) Forestry Recommendation 3) Bid Tabulation	

LIST CITY COUNCIL GOALS (5): Community Quality of Life and Amenities	
RESPECTFULLY SUBMITTED:	Gregory Rose, City Manager
MEETING DATE:	October 10, 2022

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 Omni Tree Service, Inc. ,a Missouri Company with offices at 415 Old State Road, Ellisville, MO 63021 (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to proceed with Project No. PRF23-03 – 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 Nine Hundred Fifteen Dollars

(\$74,915.00)

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.

(See following pages)

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

CITY OF UNIVERSITY CITY

By: _____
City Attorney

By: _____
City Manager

Date: _____

Date: _____



Department of Public Works and Parks

6801 Delmar Boulevard, 3rd Floor, University City, Missouri 63130, Phone: (314) 505-8619, Fax: (314) 862-0694

**Recommendation
Emerald Ash Borer PRF23-03**

To: Darren Dunkle-Deputy Director of Parks and Forestry

From: Jacob Kaiser- Forestry Supervisor

I am recommending that Omni Tree Service be granted the Emerald Ash Borer removal and replacement contract with the items below removed from the base bid.

ADDRESS	STREET	SIDE	ONSTR	DBH	Price
7452	Ahern Ave	Front	Ahern Ave	15	\$1,010.00
7471	Amherst Ave	Front	Amherst Ave	18	\$1,370.00
7411	Chamberlain Ave	Front	Chamberlain Ave	38	\$2,070.00
7342	Dorset Ave	Front	Dorset Ave	22	\$1,280.00
7356	Dorset Ave	Front	Dorset Ave	20	\$1,470.00
6818	Etzel Ave	Front	Etzel Ave	34	\$2,810.00
6610	Olive Blvd	Front	Olive Blvd	20	\$1,760.00
7031	Pershing Ave	Front	Pershing Ave	19	\$1,260.00
7200	Shaftesbury Ave	Front	Shaftesbury Ave	12	\$960.00
8015	Stanford Ave	Front	Stanford Ave	12	\$960.00
524	Trinity Ave	Side	Private Rd	12	\$1,010.00
524	Trinity Ave	Side	Trinity Ave	13	\$1,010.00
524	Trinity Ave	Side	Trinity Ave	13	\$1,010.00
524	Trinity Ave	Side	Trinity Ave	17	\$1,130.00
524	Trinity Ave	Side	Trinity Ave	22	\$1,130.00
421	W Point Ct	Front	W Point Ave	17	\$1,290.00
360	W Point Ct	Side	University Dr	10	\$840.00
6683	Washington Ave	Side	Kingsland Ave	20	\$1,480.00
7431	Washington Ave	Side	W Point Ave	10	\$840.00
7375	Westmoreland Dr	Front	Westmoreland Dr	19	\$1,430.00
			Original Bid Price		\$101,035.00
			Total amount removed		\$26,120.00
			Total contract price		\$74,915.00

**EAB PROJECT
 BID TABULATION 9/20/22**

COMPANY	BASE BID	BID BOND
Omni Tree Service, Inc.	\$101,035.00	X
Looks Great of MS	\$114,220.00	X
Gamma Tree Experts	\$114,350.00	X

**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**

NUMBER: <i>For City Clerk Use</i>	CA20221010-04
---	----------------------

SUBJECT/TITLE: Leaf Collection Contract			
REQUESTED BY: Darren Dunkle		DEPARTMENT / WARD Public Works/ All	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	no
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Move to approve the agreement with Hendel Lawncare, Inc. and authorizes the City Manager to execute a contract contained in Council's packet.			
FISCAL IMPACT: \$150,000.00			
AMOUNT:	\$150,000	ACCOUNT No.:	08-40-68-6050
FROM FUND:	Solid Waste Fund - Leaf Collection	TO FUND:	
EXPLANATION: City received bids in October of 2021 for the annual leaf collection program. hourly rate bids for sought for three years. The City received two bids: Complete Curbside Leaf Removal - 1st year: \$375.00/hr., 2nd Year: \$400.00/hr., 3rd Year:\$425.00/hr.; Hendel Lawncare, Inc. - 1st year: \$209.00/hr., 2nd Year: \$214.00/hr., 3rd Year:\$218..00/hr.			
STAFF COMMENTS AND BACKGROUND INFORMATION: The lowest responsible bidder Hendel Lawncare has held the contract in the past and Council approved the first year of the contract last November. As such, their is a need for approval for the remaining two years.			
CIP No.			
RELATED ITEMS / ATTACHMENTS: 1. Contract 2. Bid Tabulation 3. Invitation to Bid			
LIST CITY COUNCIL GOALS (S): Community Quality of Life and Amenities			
RESPECTFULLY SUBMITTED:	Gregory Rose, City Manager	MEETING DATE:	October 10, 2022

CITY-CONTRACTOR AGREEMENT

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 Hendel Lawncare, Inc., a Missouri Company with offices at 7109 Robbins Avenue, St. Louis, Missouri 63133 (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to proceed with the Leaf Collection Services Contract, hereinafter called the Work, 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 WORK, 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 per the time schedule identified in the Scope of Work.
- b. 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.

Final dollar amount will be computed from actual quantities/services provided as verified by the Director of Public Works 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. City-Contractor Agreement (This Instrument)
- B. Addenda to Contract Documents
- C. Invitation To Bid
- D. Bid Proposal

AUTHORITY AND RESPONSIBILITY OF THE PUBLIC WORKS DIRECTOR:

All work shall be done under the general inspection of the Director of Public Works or his designee. The Director of Public Works 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 City 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: _____

BID FORM

To: City of University City

The following bid for Leaf Collection Services is being submitted in response to your Invitation to Bid dated October 4, 2021.

Leaf Collection-Rate Per Hour

1 st Year	Fall-December 2021	\$ <u>375⁰⁰</u>
2 nd Year	Fall-December 2022	\$ <u>400⁰⁰</u>
3 rd Year	Fall-December 2023	\$ <u>425⁰⁰</u>

EXCEPTIONS:

PLEASE CHECK IF BUSINESS IS: MINORITY OWNED ___ WOMAN OWNED ___

Minorities and females in work force assigned to carry out this contract: ___%

ITEM(S) BID ARE UNITED STATES MANUFACTURED, ASSEMBLED AND/OR PRODUCED: YES NO ___
If "NO", please indicate which item(s) are foreign manufactured, assembled and/or produced.

ALL STATE AND CITY TAXES DUE HAVE BEEN PAID: YES NO ___

Company Complete Curbside Leaf Removal

Address 8161 STANFORD

City St Louis State MO Zip 63130

Company Phone 314-853-8212 Fax _____

Quoted By Tommy William Title owner

Signature Tommy Will Date 10-18-21

Email NEWSURPLUS@yohac.com Federal I.D. Number _____

Terms _____

BID FORM

To: City of University City

The following bid for Leaf Collection Services is being submitted in response to your Invitation to Bid dated October 4, 2021.

Leaf Collection-Rate Per Hour

1st Year Fall-December 2021 \$ 209.00
2nd Year Fall-December 2022 \$ 214.00
3rd Year Fall-December 2023 \$ 218.00

EXCEPTIONS:

PLEASE CHECK IF BUSINESS IS: MINORITY OWNED ___ WOMAN OWNED ___
Minorities and females in work force assigned to carry out this contract: ___%

ITEM(S) BID ARE UNITED STATES MANUFACTURED, ASSEMBLED AND/OR PRODUCED: YES ___ NO ___
If "NO", please indicate which item(s) are foreign manufactured, assembled and/or produced.

ALL STATE AND CITY TAXES DUE HAVE BEEN PAID: YES X NO ___

Company Hendel Lawncare Inc.

Address 7109 Robbins Ave

City St. Louis State Mo Zip 63133

Company Phone 314 863 1420 Fax 636 207 7274

Quoted By Dan Hendel Title Owner

Signature [Signature] Date 10-19-21

Email info@hlestlmo.com Federal I.D. Number 43-1284449

Terms _____

**CITY OF UNIVERSITY CITY
6801 DELMAR BLVD.
UNIVERSITY CITY, MO. 63130
(314) 862-6767**

October 5, 2021

INVITATION TO BID

The City of University City will be accepting bids for Leaf Collection Services for the period of November 1, 2021 through December 31, 2021, in the Finance Department-Purchasing Office, 6801 Delmar Blvd., University City, Mo. 63130, until 5:00 p.m., October 19, 2021. The City reserves the right to reject any and all bids or parts of bids, to waive any technicalities and to accept the bid that in its judgment, best meets the requirements of the City of University City. The award will be made subject to the approval of City Council.

GENERAL SPECIFICATIONS

1. It is the intent of this solicitation to obtain competitive prices from contractors for leaf collection services.
2. The contractor's fee shall be on a per hour basis and include all equipment and labor.
3. The contractor shall provide all necessary equipment, a leaf vacuum, sweeper (if needed) and dump trucks. Dump trucks used to collect leaves from the vacuums will have a minimum capacity of 25 cubic yards.
4. The contractor shall provide a minimum of three (3) leaf vacuuming units including a dump truck, vacuum system and operators. The City may require a fourth unit to be used during heavy leaf collection.
5. The contractor shall provide all tools and maintenance for their equipment and shall not be paid for equipment and labor down time.
6. Leaf collection activities shall take place along the curb line of streets designated by the Street Divisions supervisory personnel and includes raking leaves from the tree lawn and from around parked cars.
7. The contractor shall provide a minimum of three (3) employees, a driver and two (2) vacuum system operators, for each leaf collection unit. The contractor will provide backup equipment and personnel in case of breakdowns within a reasonable amount of time.
8. Contractor will maintain an accurate log of cubic yards of leaves collected and dumped, hours of operation collecting leaves, miles traveled, and down time. The contractor shall provide the City with a copy of such record upon request.
9. The contractor will observe a regular eight (8) hour work day from 7:00 a.m. to 3:30 p.m., Monday through Friday. Evening and weekend work may be required at the discretion of the City. The hourly rate paid the contractor will remain the same regardless of regular, evening or weekend hours.
10. Time will begin for each contractor unit upon arrival of the crew and equipment at the Street Division's office located at 1015 Pennsylvania Ave., and end when the unit's last load of the day is dumped at the Ruth Park Recycling Area or as designated by City supervisory personnel.
11. The contractor shall collect leaves in all types of weather except for lightning and severe snow and /or ice at the City's discretion.
12. The City will provide a starting date for leaf collection and the contractors shall work for as long as needed. The initial year will begin in the fall of 2021 and run through December 2021.
13. The City will provide the dump site within the City limits.

BID REQUIREMENTS

In the performance of this work, the successful bidder obligates himself not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, and religion or lack thereof against any employee of or applicant for employment with the successful bidder. The successful bidder further obligates himself to include a provision similar to the foregoing in all subcontracts let or awarded by the successful bidder.

The successful bidder must submit a Certificate of Insurance indicating the minimum coverage of the policy for the duration of the contract before the contract may begin.

The contractor shall provide leaf collection services for a period of three (3) years at rates per hour as indicated on this bid response.

Prevailing wage will be paid to all employees under this contract. A payroll report may be requested by the City while work is performed under this contract.

All technical questions regarding this solicitation should be addressed to John Gates, (314) 505-8585.

Questions regarding any administrative concerns of this solicitation can be addressed to Timika Lewis, (314) 505-8551.

Please seal your bid in an envelope mark the outside Leaf Collection 10/19/2021

BID FORM

To: City of University City

The following bid for Leaf Collection Services is being submitted in response to your Invitation to Bid dated October 4, 2021.

Leaf Collection-Rate Per Hour

1 st Year	Fall-December 2021	\$ _____
2 nd Year	Fall-December 2022	\$ _____
3 rd Year	Fall-December 2023	\$ _____

EXCEPTIONS:

PLEASE CHECK IF BUSINESS IS: MINORITY OWNED ___ WOMAN OWNED ___

Minorities and females in work force assigned to carry out this contract: ___%

ITEM(S) BID ARE UNITED STATES MANUFACTURED, ASSEMBLED AND/OR PRODUCED: YES ___ NO ___

If "NO", please indicate which item(s) are foreign manufactured, assembled and/or produced.

ALL STATE AND CITY TAXES DUE HAVE BEEN PAID: YES ___ NO ___

Company _____

Address _____

City _____ State _____ Zip _____

Company Phone _____ Fax _____

Quoted By _____ Title _____

Signature _____ Date _____

Email _____ Federal I.D. Number _____

Terms _____



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

NUMBER: <i>For City Clerk Use</i>	CA20221010-05
--------------------------------------	---------------

SUBJECT/TITLE: Cochran Engineering Supplement Agreement for Groby (STP) Project			
REQUESTED BY: Darren Dunkle		DEPARTMENT / WARD Public Works/Ward 2/3	
AGENDA SECTION:	Consent Agenda	CAN ITEM BE RESCHEDULED?	No
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Move to approve the proposed contract Agreement with Cochran Engineering and authorizes the City Manager to execute the contract contained in Council's packet.			
FISCAL IMPACT: Funds would come out of the City's Capital Improvement Program - Street and grant programs for FY25.			
AMOUNT:	\$178,789.00	ACCOUNT No.:	12-40-90-8040
FROM FUND:	Capital Improvements Sales Tax Fund	TO FUND:	
EXPLANATION: Application, Design and Construction Management services related to the Groby Road STP grant project.			

STAFF COMMENTS AND BACKGROUND INFORMATION: The Groby Road project is intended to provide for the replacement of existing pavement from Olive Blvd. to McKnight. The street project a critical transportation connection to the golf course, schools and neighborhoods.

CIP No.	N/A
RELATED ITEMS / ATTACHMENTS: Supplemental Agreement #11 Groby Road- STP - Estimate	

LIST CITY COUNCIL GOALS (S): Improved Infrastructure			
RESPECTFULLY SUBMITTED:	Gregory Rose, City Manager	MEETING DATE:	October 10, 2022

SUPPLEMENTAL AGREEMENT #11 – LUMP SUM PROPOSAL

September 5, 2022

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

SCOPE OF SERVICES:

1. **Grant Application Services** – we will prepare and submit a grant application in the next round of STP solicitations, due February, 2023. The application shall be in accordance with scope of work identified on the attached cost estimate. The application is a very detailed and involved process; here are some of the questions and information required on the application:
 - a. Project map showing limits of improvements
 - b. Written description of proposed project
 - c. Description of how the project relates to surface transportation in terms of function, impact, and proximity.
 - d. Discuss how the project enhances the overall transportation system network, complementing other improvements, providing linkages to transit and employment, improving network continuity, improving accessibility and safety, complete streets improvements, etc.
 - e. Public involvement activities to obtain public and community support.
 - f. Average daily traffic (ADT) counts
 - g. Description of bicycle and pedestrian elements
 - h. Detailed cost estimate
 - i. Project implementation schedule

2. **Design and Bidding Phase** – we will provide professional services necessary to produce a quality set of construction and bidding documents. The scope will be in accordance with the attached cost estimate. Tasks will include the following:
 - a. Determine the needs of the City by meeting with City officials and representative interest groups.
 - b. Conduct topographic, property and utility surveys sufficient to develop plans for the project.
 - c. Develop preliminary plans and cost estimates and recommend to the City the best overall general design.

- d. Submit four copies of preliminary plans and estimates for review by the City and the Missouri Department of Transportation.
 - e. Based on approvals of preliminary plans, prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project.
 - f. Ensure compliance with all regulations in regards to noise abatement and air quality, if necessary.
 - g. Provide the City with five sets of completed plans, specifications and cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.
 - h. Upon receipt of construction authorization from MODOT, make final corrections resulting from reviews by agencies involved and provide plans, specifications, and bid documents to the City.
 - i. Provide the City with a list of qualified area bidders and assist the City in advertising for bids.
 - j. Assist the City in evaluating bids and requesting concurrence in award from MoDOT.
3. **Construction Phase** - we will serve as the City's representative for administering the terms of the construction contract between the City and their Contractor. Cochran will endeavor to protect the City against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Cochran responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Tasks will include the following:
- a. Provide the City with a list of qualified area bidders and assist in advertising for bids, distributing bid packages, pre-bid conference, addendums, and pre-bid questions from Contractors.
 - b. Assist the City in opening and evaluating bids and requesting concurrence in award from MoDOT.
 - c. Assist the City with a preconstruction conference to discuss project details with the Contractor.
 - d. Make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. We will accompany MoDOT and FHWA representatives on visits of the project site as requested.
 - e. Check shop drawings and review schedules and drawings submitted by the Contractor.
 - f. Reject work not conforming to the project documents.
 - g. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
 - h. Review wage rates, postings, equal employment opportunity and other related items called for in the contract documents.

- i. Inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and provide for laboratory testing of samples.
- j. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor.
- k. Be present during critical construction operations.
- l. Participate in final inspection, provide the City with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the City's records.

FEE:

1. The total amount of fee to be paid for the "Grant Application Services" outlined in this proposal shall be a lump sum fee of \$5,000.00. We offer that if the application is not approved, we will reimburse the entire fee.
2. If the grant is awarded by EWG, the total amount of fee to be paid for the "Design and Bidding Phase" outlined in this proposal shall be a lump sum fee of \$99,308.00.
3. The total amount of fee to be paid for the "Construction Phase" outlined in this proposal shall be a lump sum fee of \$74,481.00.

Supplement Agreement No. 11 accepted as defined herein:

Sincerely,



Dave Christensen, P.E.
Vice President

Acceptance:
University City

By: _____

Title: _____

Date: _____

CONSTRUCTION COST ESTIMATE

STP Application - Due February, 2023

University City - Groby Road Resurfacing Project

Item No.	Item Description	Unit	Plan Quantity	Unit Price (\$)	Total (\$)
1	Mobilization	LS	1	85,000.00	85,000
2	Partial Depth Pavement Repair	SY	1,500	35.00	52,500
3	Pavement Milling	SY	30,000	3.50	105,000
4	Asphalt Pavement Resurfacing	TON	5,000	95.00	475,000
5	Misc Curb Repair	LF	1,500	35.00	52,500
6	ADA Ramps	SF	12,000	9.50	114,000
7	Pavement Striping	LF	27,000	1.50	40,500
8	Construction Traffic Control	LS	1	35,000.00	35,000
General Notes:		Construction Totals			959,500
1. From McKnight Road to Olive Boulevard		15% Contingency			143,925
2. Approximate Length = 1.2 Miles		STP Project Total =			1,103,425
3. Construction 2025		Federal Share @ 80% =			882,740
		Local Share @ 20% =			220,685
EWGCC Application Fee (1/2% of Federal Funds Requested) =					4,414
Design Engineering Services					99,308
Const. Admin./Inspection/Testing					74,481
City Expenditure (STP 20% Share + Eng. + App. Fee) =					\$398,888



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

NUMBER: <i>For City Clerk Use</i>	CA20221010-06
---	----------------------

SUBJECT/TITLE: Groby 2025 STP Grant Application			
REQUESTED BY: Darren Dunkle		DEPARTMENT / WARD Public Works/Ward 2/3	
AGENDA SECTION: Consent Agenda	CAN ITEM BE RESCHEDULED? No		
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Approval for submitting grant program application and incorporating the Groby/Old Bonhomme Road Improvement project into University City's Capital Improvement Program for the respective grant implementation fiscal years (FY25).			
FISCAL IMPACT: Project was not budgeted and the current grant application round is now open until February. If University City gets the grant, 80% of the eligible expenses will be borne by Federal-aid dollars.			
AMOUNT:	\$1,281,628.00	ACCOUNT No.:	12-40-90-8040
FROM FUND:	Capital Improvements Sales Tax Fund	TO FUND:	
EXPLANATION: East-West Gateway Council of Governments is currently accepting applications for the 2025 STP Grant Projects.. East-West Gateway provides funding for a variety of transportation projects such as sidewalk and street projects. Grant project costs would be \$882,740.00 (80% Grant) and \$398,888 (20% City).			
STAFF COMMENTS AND BACKGROUND INFORMATION: The Groby/Old Bonhomme project is intended to provide for the replacement of existing street from Olive Blvd. to McKnight. The street provides a critical transportation connections to the Golf Course, Schools and Neighborhoods.			
CIP No.			
RELATED ITEMS / ATTACHMENTS: STP - Estimate			
LIST CITY COUNCIL GOALS (S): Improved Infrastructure			
RESPECTFULLY SUBMITTED:	Gregory Rose, City Manager	MEETING DATE:	October 10, 2022

CONSTRUCTION COST ESTIMATE

STP Application - Due February, 2023

University City - Groby Road Resurfacing Project

Item No.	Item Description	Unit	Plan Quantity	Unit Price (\$)	Total (\$)
1	Mobilization	LS	1	85,000.00	85,000
2	Partial Depth Pavement Repair	SY	1,500	35.00	52,500
3	Pavement Milling	SY	30,000	3.50	105,000
4	Asphalt Pavement Resurfacing	TON	5,000	95.00	475,000
5	Misc Curb Repair	LF	1,500	35.00	52,500
6	ADA Ramps	SF	12,000	9.50	114,000
7	Pavement Striping	LF	27,000	1.50	40,500
8	Construction Traffic Control	LS	1	35,000.00	35,000
General Notes:		Construction Totals			959,500
1. From McKnight Road to Olive Boulevard		15% Contingency			143,925
2. Approximate Length = 1.2 Miles		STP Project Total =			1,103,425
3. Construction 2025		Federal Share @ 80% =			882,740
		Local Share @ 20% =			220,685

EWGCC Application Fee (1/2% of Federal Funds Requested) =					4,414
Design Engineering Services					99,308
Const. Admin./Inspection/Testing					74,481
City Expenditure (STP 20% Share + Eng. + App. Fee) =					\$398,888

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



NUMBER: <i>For City Clerk Use</i>	CM20221010-01
---	---------------

SUBJECT/TITLE: Employee Recognition - Flood Recovery			
REQUESTED BY: Amy Williams and Department Directors		DEPARTMENT / WARD Most Departments Awarded	
AGENDA SECTION:	City Manager's Report	CAN ITEM BE RESCHEDULED?	
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends recognizing and participating in honoring numerous University City employees that assisted with flood recovery efforts.			
FISCAL IMPACT: Gift cards presented to most awardees, depending on the category of award submitted			
AMOUNT:		ACCOUNT No.:	7850
FROM FUND:	Awards and Gifts	TO FUND:	
EXPLANATION: After the historic flooding in July, University City employees worked tirelessly for weeks, if not months to restore the city by removing trash and debris, partnering with community residents, and assisting in other duties beyond the scope of their typical day-to-day duties as needed.			

STAFF COMMENTS AND BACKGROUND INFORMATION: Some employees and guests may be in attendance for the presentation and pictures.
--

CIP No.	
RELATED ITEMS / ATTACHMENTS:	

LIST CITY COUNCIL GOALS (S): Employees	
RESPECTFULLY SUBMITTED:	City Manager, Gregrory Rose
MEETING DATE:	October 10, 2022



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

NUMBER: <i>For City Clerk Use</i>	NB20221010-01
---	----------------------

SUBJECT/TITLE:
Resolution for Fiscal Year 2021-2022 Budget Amendment #4

REQUESTED BY: Keith Cole, Director of Finance	DEPARTMENT / WARD Finance / All
---	---

AGENDA SECTION: New Business - Resolution 2022-12	CAN ITEM BE RESCHEDULED? No
---	---------------------------------------

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager recommends approval of the Resolution for fiscal year 2021-2022 Budget Amendment #4.

FISCAL IMPACT:
Increase in Fund Balance - General Fund - \$1,223,010; Econ Dev Retail Sales Tax Fund - \$176,000; Cap Imp Sales Tax Fund - \$548,000; Parks Stormwater Sales Tax Fund - \$542,000; Golf Course Fund - \$317,000; American Rescue Plan Fund - \$28,200; Olive I-170 TIF Fund RPA 2 - \$289,400; Olive I-170 TIF Fund RPA 3 - \$104,400. Reduction to Fund Balance - Solid Waste Fund - \$76,700; Public Safety Sales Tax - \$1,549,185; CALOP Fund - \$81,000; Olive I-170 TIF Fund RPA 1 - \$56,700. No impact to Fund Balance - Parking Garage Fund

AMOUNT: Various	ACCOUNT No.: See Detail - Various
FROM FUND: See Detail - Various	TO FUND: See Detail - Various

EXPLANATION:
The changes in the General Fund, Econ Dev Retail Sales Tax Fund, Capital Imp Sales Tax Fund, Parks Storm Water Sales Tax Fund, Golf Course Fund, American Rescue Plan Fund, Olive I-170 TIF Fund RPA 2 and Olive I-170 TIF Fund RPA 3 will have an increase in fund balance by \$1,223,010, \$176,000, \$548,000, \$542,000, \$317,000, \$28,200, \$289,400 and \$104,400 respectively. The change in the Solid Waste Fund, Public Safety Sales Tax Fund, CALOP, and Olive I-170 TIF Fund RPA 1 will have a reduction in fund balance by \$76,700, \$1,549,185, \$81,000 and \$56,700 respectively. No impact to fund balance for the Parking Garage Fund.

STAFF COMMENTS AND BACKGROUND INFORMATION:
The attached information is the fourth (4th) budget amendment of fiscal year 2022. The amendment incorporates the increases and decreases of revenues and expenditures of the mentioned funds.

CIP No.	N/A
----------------	-----

RELATED ITEMS / ATTACHMENTS:

- Budget Amendment Details
- Resolution 2022-12 (Approval of the Amendment)

LIST CITY COUNCIL GOALS (S):
Prudent Fiscal Management

RESPECTFULLY SUBMITTED: City Manager, Gregory Rose	MEETING DATE: October 10, 2022
--	--

**FY22 Budget Amendment #4
To Be Approved by City Council
October 10, 2022**

General Fund:

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
<u>Revenues</u>			
1) 4001 Real Property - Current	38,600		Increase in real property - current from St Louis County.
2) 4010 Personal Property - Current	44,070		Increase in personal property - current from St Louis County.
3) 4020 Intangible Property	840		Increase in intangible property from St. Louis County
4) 4101 Local Use Tax	19,900		Increase in Use Tax; received more than anticipated
5) 4105 County Wide Sales Tax (pool)	699,200		Increase due to received more than anticipated during the time of budgeting; uncertainty of covid
6) 4115 Fire Sales Tax (pt of sale)	176,000		Increase due to received more than anticipated during the time of budgeting; uncertainty of covid
7) 4150 State Gas Tax	196,500		Increase due to increase in gas usage, in addition to a \$0.125 tax increase phased over 5 years which the State started to collect in October 2021.
8) 4155 State Motor Vehicle Sales Tax	117,400		Increase due to received more than anticipated during the time of budgeting; budgeted conservatively.
9) 4160 County Road Fund	38,200		Increase due to higher proceeds from St. Louis County than were anticipated.
10) 4301 Business Licenses	39,500		Increase in licenses due to aggressive approach in collecting the business licenses, in addition to new businesses in the City.
11) 4315 Dog Licenses & Redemption Fees	1,900		Increase in collecting of dog licenses and dog park tags.
12) 4401 Electric		(121,000)	Decrease due to fluctuations in weather, rates, and usage.
13) 4405 Natural Gas	52,000		Increase due to fluctuations in weather, rates, and usage.
14) 4410 Water	37,100		Increase due to fluctuations in weather, rates, and usage.
15) 4415 Telephone		(174,000)	Decrease due to fluctuations in weather, rates, and usage.
16) 4540 Ambulance Services	338,000		Increase due to received more than anticipated during the time of budgeting; budgeted conservatively.
17) 4610 Aquatics	27,800		Increase due to received more than anticipated during the time of budgeting; budgeted conservatively.
18) 4701 Parking Meter Collections 4703 Parking Fines		(90,000) (30,000)	Decrease in parking meters and fines due to not collecting fees for parking along LOOP.
19) 4705 Court Fines 4710 Courts Costs		(118,000) (71,000)	Decrease due to defendants are not paying and not appearing for court.
Change in Revenues - Increase		1,223,010	

FY22 Budget Amendment #4
To Be Approved by City Council
October 10, 2022

General Fund:

<u>Account</u>	<u>Expenditures</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>	
1) Legislative					
01.10.02.6010	Professional Services		(6,000)	Decrease in expenditures. Funds to offset expenses in Asst City Mgr / Communications Dept. No impact to fund reserves.	
01.10.02.6720	Election Costs		(32,000)		
01.10.02.6400	Office Equipment Maintenance		(1,000)		
01.10.02.6560	Technology Services		(1,000)		
01.10.02.7090	Office & Computer Equipment		(1,000)		
2) Asst City Manager's Office - Communications					
01.12.04.5001	Salaries-Full Time	34,500		Increase due to hiring of Asst City Mgr/Communications position. Funds to be offset from other funds within the department and Legislative. No impact to fund reserves.	
01.12.04.5460	Medical Insurance	1,900			
01.12.04.5660	Social Security Contributions	2,100			
01.12.04.5740	Pension Contribution NonUniformed	11,600			
01.12.04.5900	Medicare	445			
01.12.04.6010	Professional Services	4,700			
01.12.04.6040	Events & Receptions	170			
01.12.04.6090	Postage		(12,000)		
01.12.04.6110	Mileage Reimbursement		(1,000)		
01.12.04.6130	Advertising & Public Notices		(1,415)		
3) City Manager's Office					
01.12.05.6010	Professional Services	10,800		Adjust expenditures for Professional and Legal Services, Temp Labor, and Prof Dev to better align with actual spending. Funds to be offset within the City Mgr's Office and Police. No impact to fund reserves.	
01.12.05.6020	Legal Services	76,300			
01.12.05.6070	Temporary Labor	7,500			
01.12.05.6120	Professional Development	2,300			
01.12.05.5001	Salaries-Full Time		(21,000)		
01.12.05.5740	Pension Contribution NonUniformed		(11,000)		
01.12.05.6400	Office Equipment Maintenance		(2,000)		
01.12.05.6610	Staff Training		(2,000)		
4) Human Resources					
01.14.07.5001	Salaries-Full Time	18,000			Adjust expenditures for Salaries Full Time, Prof Services, Disability Benefits and various accounts to better align with actual spending. Funds to be offset by other funds within the HR Dept and Finance. No impact to fund reserves.
01.14.07.6010	Professional Services	22,700			
01.14.07.6030	Medical Services		(4,000)		
01.14.07.6035	Disability Benefits	1,400			
01.14.07.6050	Maintenance Contracts	2,600			
01.14.07.6070	Temporary Labor		(1,000)		
01.14.07.6090	Postage		(1,500)		
01.14.07.6120	Professional Development		(3,300)		
01.14.07.6130	Advertising & Public Notices		(3,000)		
01.14.07.6150	Printing Services		(700)		
01.14.07.6220	Insurance - Public Officials		(1,000)		
01.14.07.6600	Tuition Reimbursement		(750)		
01.14.07.6700	Misc Operating Services	7,050			
01.14.07.7001	Office Supplies	1,800			
01.14.07.7090	Office & Computer Equipment		(1,000)		
01.14.07.7330	Food		(1,000)		
01.14.07.7650	Parking Meter Parts		(4,500)		
01.14.07.7850	Awards & Gifts	2,900			
5) Finance					
01.16.08.5001	Salaries-Full Time		(18,000)	Increase in expenditures due to additional expenses that were not anticipated. Funds to be offset by other funds within the Finance Dept and HR Dept. No impact to fund reserves.	
01.16.08.5460	Medical Insurance	9,500			
01.16.08.5660	Social Security Contributions		(3,000)		
01.16.08.6010	Professional Services		(35,000)		
01.16.08.6090	Postage	3,000			
01.16.08.6400	Office Equipment Maintenance		(2,000)		
01.16.08.6560	Technology Services	1,000			
01.16.08.6680	Subdivision Fees & Taxes	11,300			
01.16.08.6700	Misc Operating Services		(1,500)		

FY22 Budget Amendment #4
To Be Approved by City Council
October 10, 2022

General Fund:

<u>Account</u>	<u>Expenditures</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
6) Information Technology				
01.18.11.5420	Workers Compensation	1,000		Increase in expenditures due to additional expenses that were not anticipated. Funds to be offset by other funds within IT Dept. No impact to fund reserves.
01.18.11.5460	Medical Insurance	300		
01.18.11.6010	Professional Services		(1,300)	
01.18.11.6050	Maintenance Contracts		(16,500)	
01.18.11.6270	Telephone & Mobile Devices	16,500		
01.18.11.6320	Internet Services	1,300		
01.18.11.6400	Office Equipment Maintenance		(2,500)	
01.18.90.8120	Computer Equipment	1,200		
7) Municipal Courts				
01.20.14.5001	Salaries-Full Time	6,000		Adjust Salaries Full Time, Part Time, Overtime, Medical Insurance, Soc, Sec., and Technology Services to better align with actual spending. Funds to be offset by the Police Dept. No impact to fund reserves.
01.20.14.5340	Salaries-Part Time & Temp	2,000		
01.20.14.5380	Overtime	4,300		
01.20.14.5460	Medical Insurance	2,300		
01.20.14.5660	Social Security Contributions	1,600		
01.20.14.6560	Technology Services	1,300		
8) Police				
01.30.20.5001	Salaries-Full Time		(409,550)	Adjust Salaries Full Time, Part Time, related expenditures, and various other accounts to better align with actual spending. No impact to fund reserves.
01.30.20.5220	Injury Leave	5,700		
01.30.20.5340	Salaries-Part Time & Temp		(40,000)	
01.30.20.5380	Overtime	42,000		
01.30.20.5420	Workers Compensation	78,000		
01.30.20.5460	Medical Insurance		(20,000)	
01.30.20.6050	Maintenance Contracts	7,500		
01.30.20.6120	Professional Development	3,000		
01.30.20.6150	Printing Services	4,200		
01.30.20.6260	Electricity		(6,000)	
01.30.20.6280	Water	6,000		
01.30.20.6290	Sewer	3,700		
01.30.20.6380	Equipment Maintenance	1,900		
01.30.20.6400	Office Equipment Maintenance		(35,000)	
01.30.20.6560	Technology Services	5,200		
01.30.20.6610	Staff Training		(10,000)	
01.30.20.6680	Subdivision Fees & Taxes		(3,500)	
01.30.20.7090	Office & Computer Equipment		(7,000)	
01.30.20.7370	Institutional Supplies	5,300		
01.30.20.7530	Medical Supplies	1,100		
01.30.20.7570	Hardware & Hand Tools	14,000		
01.30.20.8200	Vehicles & Equipment		(50,000)	
01.30.90.8200	Vehicles & Equipment	225,000		

FY22 Budget Amendment #4
To Be Approved by City Council
October 10, 2022

General Fund:

<u>Account</u>	<u>Expenditures</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
9) Fire				
01.35.25.5001	Salaries-Full Time		(30,000)	Adjust Salaries Full Time, Part Time, related expenditures, and various other accounts to better align with actual spending. No impact to fund reserves.
01.35.25.5340	Salaries-Part Time & Temp		(28,750)	
01.35.25.5380	Overtime	162,600		
01.35.25.5420	Workers Compensation		(18,000)	
01.35.25.5460	Medical Insurance		(14,000)	
01.35.25.5900	Medicare	2,300		
01.35.25.6005	Administration, Commission Fees	43,500		
01.35.25.6010	Professional Fees		(7,000)	
01.35.25.6160	Insurance Property & Auto		(10,000)	
01.35.25.6250	Natural Gas	1,150		
01.35.25.6260	Electricity		(10,000)	
01.35.25.6270	Telephone & Mobile Devices	2,050		
01.35.25.6380	Equipment Maintenance	9,300		
01.35.25.6600	Tuition Reimbursement		(6,000)	
01.35.25.6610	Staff Training		(1,000)	
01.35.25.6650	Memberships & Certifications		(1,500)	
01.35.25.7050	Publications		(6,800)	
01.35.25.7090	Office & Computer Equipment		(1,000)	
01.35.25.7210	Chemicals		(3,000)	
01.35.25.7530	Medical Supplies	11,300		
01.35.25.7570	Hardware & Hand Tools		(2,800)	
01.35.25.7770	Uniforms & Safety Gear	7,700		
10) Public Works - Admin & Engineering				
01.40.30.5001	Salaries-Full Time	28,000		Adjust Salaries Full Time, Part Time, related expenditures, and various other accounts to better align with actual spending. No impact to fund reserves.
01.40.30.5340	Salaries-Part Time & Temp	2,600		
01.40.30.5420	Workers Compensation	2,025		
01.40.30.5460	Medical Insurance	2,050		
01.40.30.5660	Social Security Contributions	1,450		
01.40.30.6010	Professional Services	7,000		
01.40.30.6050	Maintenance Contracts		(1,000)	
01.40.30.6120	Professional Development		(2,900)	
01.40.30.6130	Advertising & Public Notices		(2,000)	
01.40.30.6140	Photo & Blueprinting Services		(800)	
01.40.30.6270	Telephone & Mobile Devices		(1,000)	
01.40.30.6400	Office Equipment Maintenance		(2,300)	
01.40.30.6610	Staff Training		(1,000)	
01.40.30.6650	Memberships & Certifications		(1,000)	
01.40.30.6700	Misc Operating Services		(2,900)	
01.40.30.7050	Publications		(500)	
01.40.30.7090	Office & Computer Equipment		(3,000)	

FY22 Budget Amendment #4
To Be Approved by City Council
October 10, 2022

General Fund:

<u>Account</u>	<u>Expenditures</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
11) Public Works - Street Maintenance				
01.40.32.5001	Salaries-Full Time		(10,000)	Adjust Salaries Full Time, Part Time, related expenditures, and various other accounts to better align with actual spending. No impact to fund reserves.
01.40.32.5380	Overtime	6,300		
01.40.32.5420	Workers Compensation		(2,000)	
01.40.32.5460	Medical Insurance	4,600		
01.40.32.5660	Social Security Contributions		(1,000)	
01.40.32.6010	Professional Services		(13,000)	
01.40.32.6070	Temporary Labor		(2,000)	
01.40.32.6260	Electricity		(20,500)	
01.40.32.6270	Telephone & Mobile Devices		(1,000)	
01.40.32.6290	Sewer	1,500		
01.40.32.6380	Equipment Maintenance	6,500		
01.40.32.6410	Traffic Signal Maintenance		(9,000)	
01.40.32.6540	Equipment Rental		(1,000)	
01.40.32.6610	Staff Training		(2,000)	
01.40.32.6660	Laundry Services	2,000		
01.40.32.7210	Chemicals		(3,800)	
01.40.32.7290	Concrete & Clay Products		(4,000)	
01.40.32.7730	Metal Supplies		(2,000)	
01.40.32.7810	Sign Supplies		(4,000)	
01.40.32.8040	Bridge Construction		(10,000)	
01.40.32.8200	Vehicles & Equipment		(8,000)	
12) Public Works - Facilities Maintenance				
01.40.36.5001	Salaries-Full Time	28,000		Adjust Salaries Full Time, related expenditures, and various other accounts to better align with actual spending. No impact to fund reserves.
01.40.36.5380	Overtime	4,200		
01.40.36.5460	Medical Insurance	2,600		
01.40.36.5660	Social Security Contributions	1,300		
01.40.36.6010	Professional Services		(10,000)	
01.40.36.6050	Maintenance Contracts		(2,700)	
01.40.36.6070	Temporary Labor	92,000		
01.40.36.6160	Insurance Property & Auto		(10,000)	
01.40.36.6250	Natural Gas	7,500		
01.40.36.6260	Electricity	1,200		
01.40.36.6280	Water	11,100		
01.40.36.6290	Sewer	9,800		
01.40.36.6360	Building Maintenance		(2,900)	
01.40.36.6380	Equipment Maintenance	15,300		
01.40.36.6610	Staff Training		(1,000)	
01.40.36.6640	Exterminations		(3,000)	
01.40.36.6660	Laundry Services	7,800		
01.40.36.7370	Institutional Supplies		(8,000)	
01.40.36.7490	Building Materials		(1,000)	
01.40.36.7530	Medical Supplies	2,400		
01.40.36.7570	Hardware & Hand Tools		(1,000)	

FY22 Budget Amendment #4
To Be Approved by City Council
October 10, 2022

General Fund:

<u>Account</u>	<u>Expenditures</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
13) Planning & Development				
01.45.40.5001	Salaries-Full Time		(73,240)	Adjust Salaries Full Time, Part Time, related expenditures, and various other accounts to better align with actual spending. No impact to fund reserves.
01.45.40.5340	Salaries-Part Time & Temp		(3,500)	
01.45.40.5420	Workers Compensation		(4,000)	
01.45.40.5460	Medical Insurance	18,150		
01.45.40.5660	Social Security Contributions		(13,000)	
01.45.40.5900	Medicare		(3,000)	
01.45.40.6010	Professional Services		(43,240)	
01.45.40.6020	Legal Services		(2,000)	
01.45.40.6050	Maintenance Contracts	50,000		
01.45.40.6110	Mileage Reimbursements	8,000		
01.45.40.6270	Telephone & Mobile Devices		(3,000)	
01.45.40.6510	Demolition & Board Ups		(33,250)	
01.45.40.6660	Laundry Services	8,000		
01.45.40.6770	Bank & Credit Card Fees	7,000		
01.45.40.7090	Office & Computer Equipment		(1,500)	
01.45.40.7770	Uniforms & Safety Gear		(7,345)	
14) Parks, Recreation & Forestry - Park Maintenance				
01.50.45.5001.01	Salaries-Full Time COVID19	2,100		Adjust Salaries Full Time, Part Time, related expenditures, and various other accounts to better align with actual spending. No impact to fund reserves.
01.50.45.5340	Salaries-Part Time & Temp		(9,785)	
01.50.45.5380	Overtime	8,100		
01.50.45.5420	Workers Compensation		(12,000)	
01.50.45.5660	Social Security Contributions		(2,800)	
01.50.45.6010	Professional Services	1,200		
01.50.45.6050	Maintenance Contracts		(15,000)	
01.50.45.6070	Temporary Labor	8,500		
01.50.45.6170	Insurance-Liability	1,800		
01.50.45.6270	Telephone & Mobile Devices	1,100		
01.50.45.6280	Water		(6,515)	
01.50.45.6290	Sewer	10,400		
01.50.45.7530	Medical Supplies	1,800		
01.50.45.7570	Hardware & Hand Tools	4,100		
01.50.45.7690	Recreational Supplies	7,000		
01.50.45.8100	Misc Improvements		(1,100)	
01.50.95.8100	Misc Improvements	1,100		
Change in Expenditures - No Impact			-	
Total General Fund				
Increase in Fund Balance			1,223,010	

The effect on the General Fund from these amendments are as follows:

Original Adopted Budget (Deficit)	\$ (111,000)
Change in Budget Amendment #1	(24,952)
Balance after Budget Amendment #1	\$ (135,952)
Change in Budget Amendment #2	1,045,347
Balance after Budget Amendment #2	909,395
Change in Budget Amendment #3	(312,300)
Balance after Budget Amendment #3	597,095
Change in Budget Amendment #4	1,223,010
Balance after Budget Amendment #4	1,820,105

**FY22 Budget Amendment #4
To Be Approved by City Council
October 10, 2022**

Solid Waste Fund:

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
1) 08.4845 Misc Waste Services	18,000		Increase due to Wash U using our trash service, dumpster, for end of the school year clean up.
<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) 08.40.64.5001 Salaries-Full Time		(19,000)	Adjust Salaries Full Time, related expenditures, and various other accounts to better align with actual spending. No impact to fund reserves.
08.40.64.5460 Medical Insurance		(1,000)	
08.40.64.5660 Social Security Contributions		(1,000)	
08.40.64.6005 Administration, Commission, Fees		(1,100)	
08.40.64.6090 Postage	4,000		
08.40.64.6730 Lien Recording Fees	2,600		
08.40.64.6770 Bank & Credit Card Fees	6,700		
08.40.64.8001 Building Improvements	8,800		
2) 08.40.66.5001 Salaries-Full Time		(100,000)	Adjust Salaries Full Time, related expenditures, and various other accounts to better align with actual spending. No impact to fund reserves.
08.40.66.5001.01 Salaries-Full Time COVID19	1,300		
08.40.66.5220 Injury Leave	1,700		
08.40.66.5340 Salaries-Part Time & Temp		(30,000)	
08.40.66.5380 Overtime	66,000		
08.40.66.5420 Workers Compensation	12,500		
08.40.66.5460 Medical Insurance	3,400		
08.40.66.6050 Maintenance Contracts		(59,000)	
08.40.66.6070 Temporary Labor	165,000		
08.40.66.6120 Professional Development		(4,000)	
08.40.66.6150 Printing Services		(7,000)	
08.40.66.6160 Insurance-Property & Auto		(9,000)	
08.40.66.6380 Equipment Maintenance	16,000		
08.40.66.6660 Laundry Services	2,800		
08.40.66.6710 Waste Dumping Fees		(132,000)	
08.40.66.7210 Chemicals	38,000		
08.40.66.7370 Institutional Supplies	14,600		
08.40.66.7490 Building Materials	15,800		
08.40.66.7570 Hardware & Hand Tools	2,300		
08.40.66.7770 Uniforms & Safety Gear		(1,500)	
08.40.66.9201 Interfund Loan Interest	3,100		
3) 08.40.68.6050 Maintenance Contracts	71,000		Adjust expenditures to better align with actual spending. This will have a reduction to fund reserves.
08.40.68.6070 Temporary Labor	8,200		
08.40.90.8100 Misc Improvements	35,500		
08.40.95.8100 Misc Improvements		(20,000)	
Total Solid Waste Fund			
Reduction to Fund Balance			(76,700)

**FY22 Budget Amendment #4
To Be Approved by City Council
October 10, 2022**

Economic Development Retail Sales Tax Fund:

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
1) 11.415 Economic Dev Sales Tax	176,000		Increase in sales tax due to portion of sales tax generated from TIF and over originally budgeted.
Total Economic Development Retail Sales Tax Fund Increase to Fund Balance		176,000	

Capital Improvement Sales Tax Fund:

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
1) 12.4110 Capital Improvement (pool)	548,000	-	Increase in sales tax over originally budgeted.
<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) 12.40.90.5001 Salaries-Part Time & Temp	7,000		Adjust Salaries Part Time and related expenditures, to better align with actual spending. No impact to fund reserves.
12.40.90.5380 Overtime	2,500		
12.40.90.5460 Medical Insurance		(7,000)	
12.40.90.5660 Social Security Contributions		(2,500)	
Total Capital Improvement Sales Tax Fund Increase to Fund Balance		548,000	

Parks & Stormwater Sales Tax Fund:

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
1) 14.4120 Park Sales Tax (pt of sale)	542,000	-	Increase in sales tax due to portion of sales tax generated from TIF and over originally budgeted.
<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) 14.40.90.5001 Salaries-Full Time	-	(5,400)	Adjust expenditures to better align with actual spending. No impact to fund reserves.
14.40.90.5380 Overtime	5,400		
Total Parks & Stormwater Sales Tax Fund Increase in Fund Balance		542,000	

FY22 Budget Amendment #4
To Be Approved by City Council
October 10, 2022

Public Safety Sales Tax Fund:

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
1) 15.4117 Public Safety Sales Tax (pool)	565,000	-	Increase in sales tax over originally budgeted.

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) 15.30.90.8275.01 Building Improvements - Annex/Trinity	2,114,185		Adjust expenditure to better align with actual spending. This will have a reduction to fund reserves.

Total Public Safety Sales Tax Fund
Reduction in Fund Balance **(1,549,185)**

CALOP Fund:

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) 17.16.80.6185 Film Grants	81,000		Adjust expenditure to better align with actual spending. This will have a reduction to fund reserves.

Total CALOP Fund
Reduction in Fund Balance **(81,000)**

Parking Garage Fund:

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
1) 27.4755 Monthly Parking Permits		(39,000)	Adjust revenues to better align with actual receipts.
27.4822 Rental of Property	39,000		No impact to fund reserves.

Total Parking Garage Fund
No Impact to Fund Balance **-**

Golf Course Fund:

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
1) 28.4601 Golf Course	317,000		Adjust revenues to better align with actual receipts.

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) 28.50.47.5001 Salaries Full-Time		(45,000)	Adjust expenditures to better align with actual spending. No impact to fund reserves.
28.50.47.5340 Salaries-Part Time & Temp	23,500		
28.50.47.5420 Workers Compensation	4,500		
28.50.47.5460 Medical Insurance		(3,000)	
28.50.47.7330 Food	6,500		
28.50.47.7690 Recreational Supplies	14,600		
28.50.47.7130 Agricultural Supplies		(1,100)	

Total Golf Course Fund
Increase to Fund Balance **317,000**

**FY22 Budget Amendment #4
To Be Approved by City Council
October 10, 2022**

American Rescue Plan Fund

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
1) 29.4804 Misc Operating Revenue	33,200		Increase due to receiving supplemental amount of ARPA Funds.

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) 29.70.91.6010 Professional Services	5,000		Increase due to consulting services agreement with Armanino, LLC, to provide oversight of ARPA funds. Funds to come from fund reserves. Council approved 11.22.21.

**Total American Rescue Plan Fund
Increase to Fund Balance** **28,200**

Olive I-170 TIF Fund (T2) RPA-1

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
1) 30.4035 Payment in Lieu of Taxes	20,600		Increase due to receipts of Payment in Lieu of Taxes for RPA 1.

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) 30.12.73.9070 Community Dev Expense	77,300		Increase due to required transfers to the Trustee, BOKF, per the Trust Indenture. Funds to come from fund reserves.

**Total Olive I-170 TIF Fund (T2) RPA-1
Reduction to Fund Balance** **(56,700)**

Olive I-170 TIF Fund (T3) RPA-2

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
1) 31.4035 Payment in Lieu of Taxes	270,500		Increase due to receipts of Payment in Lieu of Taxes for RPA 2 and receipts of sales tax above the base.
31.4045 TIF Revenue	13,500		
31.4110 Capital Improvement	5,400		

**Total Olive I-170 TIF Fund (T3) RPA-2
Increase to Fund Balance** **289,400**

Olive I-170 TIF Fund (T4) RPA-3

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
1) 32.4035 Payment in Lieu of Taxes	35,900		Increase due to receipts of Payment in Lieu of Taxes for RPA 3 and receipts of sales tax above the base.
32.4045 TIF Revenue	50,800		
32.4110 Capital Improvement	17,700		

**Total Olive I-170 TIF Fund (T4) RPA-3
Increase to Fund Balance** **104,400**

Resolution 2022 - 12

**A RESOLUTION AMENDING THE FISCAL YEAR 2021-2022 (FY22)
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, 2021, 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 10th day of October 2022.

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 NB20221010-02

SUBJECT/TITLE: AN ORDINANCE VACATING AND SURRENDERING A PUBLIC WALKWAY BETWEEN 511 AND 519 WESTVIEW DRIVE			
REQUESTED BY: John L. Wagner		DEPARTMENT / WARD Community Development/1	
AGENDA SECTION:	New Business - Bills 9487	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval			
FISCAL IMPACT: N/A			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: N/A			

STAFF COMMENTS AND BACKGROUND INFORMATION:

There is a public walkway between 511 and 519 Westview Drive in University View, a subdivision in University City. The walkway is unimproved and not used by the public. The grass and trees on the walkway reportedly have been maintained by the current owner of 511 Westview for approximately 40 years.

This Bill vacates University City's right, title and interest in the walkway, but reserves all public utility easements, if any.

CIP No.	
RELATED ITEMS / ATTACHMENTS: Bill No. 9487, including Exhibit A	

LIST CITY COUNCIL GOALS (S): Encourage High Quality Growth	
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose
MEETING DATE:	October 10, 2022

INTRODUCED BY: _____

DATE: October 10, 2022

BILL 9487

ORDINANCE NO.

AN ORDINANCE VACATING AND SURRENDERING A PUBLIC WALKWAY BETWEEN 511 and 519 WESTVIEW DRIVE.

WHEREAS, there is a public walkway between 511 and 519 Westview Drive in University View, a subdivision within the City of University City, in St. Louis County, Missouri, recorded in Plat Book 19, Page 45 of the St. Louis County Recorder of Deeds in Clayton, Missouri; and

WHEREAS, due notice of a public hearing on the vacation of said public walkway to be held by the City Council of City of University City Council October 10, 2022 at 6:30 p.m., was duly published in the St. Louis Countian, a newspaper of general circulation within said City, on September 25, 2022; and

WHEREAS, said public hearing was held at the time and place specified in said notice, and all comments concerning said vacation were duly heard and considered by the City Council.

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

Section 1. The public walkway between 511 and 519 Westview Drive in University View, a subdivision within the City of University City in St. Louis County, Missouri, recorded in Plat Book 19, Page 45 of the St. Louis County Recorder of Deeds, and all of said City's rights, title and interest therein is hereby vacated, surrendered and quitclaimed, but reserving all public utility easements, if any.

Section 2. Said public walkway is further described and shown hachured on the attached Walk Vacation Plat, marked "Exhibit A" and incorporated herein by this reference thereto.

Section 3. The City Clerk is hereby directed to have this ordinance recorded in the office of the Recorder of Deeds of St. Louis County, Missouri.

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 _____, 2022.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

“EXHIBIT A”

DELCREST MANOR CONDOMINIUM
P.B. 163 PG. 92

LOC. NO.: 18K530063

N/F
DELCREST IMPROVEMENT CORPA CORP.
D.B. 3920 PG. 168

94.00'

6.0'

7.5' EASEMENT FOR SEWERS, POLES ETC.
PER PB.19, PG.45

LOT 9

N/F
JUDY L. SCHAFFEL
D.B. 12637 PG. 1418
LOC. NO.: 18K510603

140.0'

10' SEWER EASEMENT
PER PB.19, PG.45

LOT 8

13,160± Sq Ft
N/F
JACK & JOAN G. BOTWINICK
D.B. 7751 PG. 456
LOC. NO.: 18K510658

2' POLE EASEMENT
PER PB.19, PG.45

140.0'

6' WIDE WALK PER PB.19, PG.45
(TO BE VACATED)

2' POLE EASEMENT
PER PB.19, PG.45

LOT 7

N/F
THE GIAMINETTE
TRUST
D.B. 23327 PG. 141
LOC. NO.: 18K510988

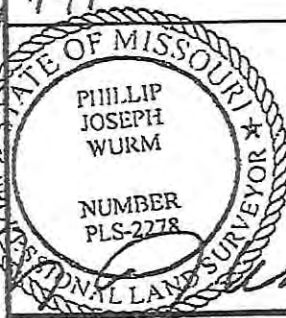
90°

90°

6.0'

94.00'

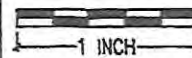
WESTVIEW (50' WIDE) DRIVE



WALK VACATION PLAT

IN BLK. 5 OF UNIVERSITY VIEW, ACCORDING TO THE PLAT
THEREOF RECORDED IN PLAT BOOK 19, PAGE 45
ST. LOUIS COUNTY, MISSOURI

790 RUE ST. FRANCOIS
FLORISSANT, MISSOURI 63031
Phone (314) 838-5806
Fax (314) 838-8141



Scale: 1" = 30'

Drawn by: H.P.D.

Survey No. 0621-0079



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

NUMBER: <i>For City Clerk Use</i>	NB20221010-03
---	----------------------

SUBJECT/TITLE: Final Development Plan Approval – Adoption of an ordinance to approve the Final Development Plan for Phase II of the Market at Olive Development.			
REQUESTED BY: John L. Wagner		DEPARTMENT / WARD Community Development/Ward 3	
AGENDA SECTION:	New Business Bill 9488	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager concurs with approval and recommendation of the Plan Commission.			
FISCAL IMPACT: N/A			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: N/A			

STAFF COMMENTS AND BACKGROUND INFORMATION: Staff recommends approval of the ordinance for the Final Development Plan for Phase II of the Market at Olive Development
--

CIP No.	
RELATED ITEMS / ATTACHMENTS: Attached are the Draft Ordinance and the Final Development Plan.	

LIST CITY COUNCIL GOALS (5): Encourage High Quality Growth
--

RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose	MEETING DATE: October 10, 2022
--	--



Plan Commission

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

September 28, 2022

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

RE: Final Development Plan Approval – Market at Olive – Phase II Development

Dear Ms. Reese,

At a regularly scheduled meeting, on September 28, 2022, at 6:30 p.m. via video conference, the Plan Commission considered the above-referenced application by 170 and Olive Holdco, LLC to approve the Final Development Plan for their proposed Market at Olive Development, Phase II

By a vote of 4 for and 0 against, the Plan Commission recommended approval of said resolution.

A handwritten signature in blue ink, reading "Margaret Holly". The signature is fluid and cursive, with a large loop at the end.

Margaret Holly, Chairperson
University City Plan Commission

INTRODUCED BY: _____

DATE: _____

BILL NO. Bill 9488

ORDINANCE NO.

**AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR
PHASE II OF THE PROPOSED MARKET AT OLIVE DEVELOPMENT
LOCATED AT 8630 OLIVE BOULEVARD.**

WHEREAS, the Preliminary Development Plan was approved by the City Council of University City on May 9, 2022 by Resolution No. 2022-4, for the development project known as “Market at Olive, Phase II” in a Planned Development – Commercial (PD-C) District in the City of University City, and the City Council authorized the submittal of a Final Development Plan; and

WHEREAS, a Final Development Plan dated November 19, 2021, has been submitted for review and approval; and

WHEREAS, the review and approval of a Final Development Plan shall be in accordance with Section 400.870 “Final Development Plan Procedure” and Section 405.380 “Final Plat Submittal Requirements” of the University City Municipal Code with the adoption of an ordinance by City Council; and

WHEREAS, at its meeting on September 28, 2022, the University City Plan Commission considered and recommended to the City Council of University City approval of the Final Development Plan; and

WHEREAS, the lot consolidation was approved by Ordinance No. 7177 on April 25, 2022 and by Ordinance No. 7200 on September 27, 2022.

WHEREAS, the Final Development Plan, including all required documents and information submitted therewith, is before the City Council for its consideration.

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

Section 1. Attached, marked “Exhibit A” and made a part hereof is a Final Development Plan submitted for the “Market at Olive, Phase II” development.

Section 2. It is hereby found and determined that the Final Development Plan is in full compliance with said Section 400.870 of the University City Municipal Code.

Section 3. The Final Development Plan shall include the following additional conditions:

1. The buildings and property shall be developed, constructed and maintained in compliance with the plans submitted and attached. The footprint and general layout are subject to the

plans dated November 19, 2021 and the Landscape Plan dated July 15, 2022. The height and mass shall be restricted to that shown on the Final Development Plan.

2. Off-street parking and loading requirements shall be provided as required by Chapter 400, Article VII of the University City Zoning Code as may be approved by Conditional Use Permits for Lot 9 and Lot 10.
3. A detailed construction traffic control and parking plan should be submitted to the Director of Planning & Development for approval. Said plan shall set forth details pertaining to worker and resident parking during all phases of the proposed construction. It shall further detail solutions to public property maintenance issues such as street cleaning and traffic diversion. Said plan shall be finalized prior to the issuance of a building permit. It shall be the applicant's responsibility to obtain those approvals in written form in a timely manner prior to issuance of the building permit.
4. The Landscape Plan shall be approved by the Director of Planning and Development.

Section 4. The City Clerk is hereby directed to endorse upon the Final Development Plan the approval of the City Council under the hand of the City Clerk and the seal of University City.

Section 5. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED and ADOPTED this _____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

Exhibit A



PERMIT DATA

PROJECT NO: 17-17K
 SHEET NO: C4.0
 DATE: 08/13/2018
 DRAWN BY: J. W. [unreadable]
 CHECKED BY: J. W. [unreadable]
 APPROVED BY: J. W. [unreadable]

REVISIONS

NO.	DATE	DESCRIPTION
1	08/13/2018	ISSUED FOR PERMIT

PROPOSED LOT SIZES

LOT	AREA (SQ FT)
LOT 6	1,191 SF
LOT 7	8,000 SF
LOT 8	12,000 SF
LOT 9	28,603 SF



PROJECT DATA

0 RETAIL, LOT 10 1,191 SF
 1 RETAIL, LOT 6 3,422 SF
 1 RETAIL, LOT 7 8,000 SF
 0 RETAIL, LOT 8 12,000 SF
 0 RETAIL, LOT 9 28,603 SF
 PARKING PROVIDED

PARKING SUMMARY

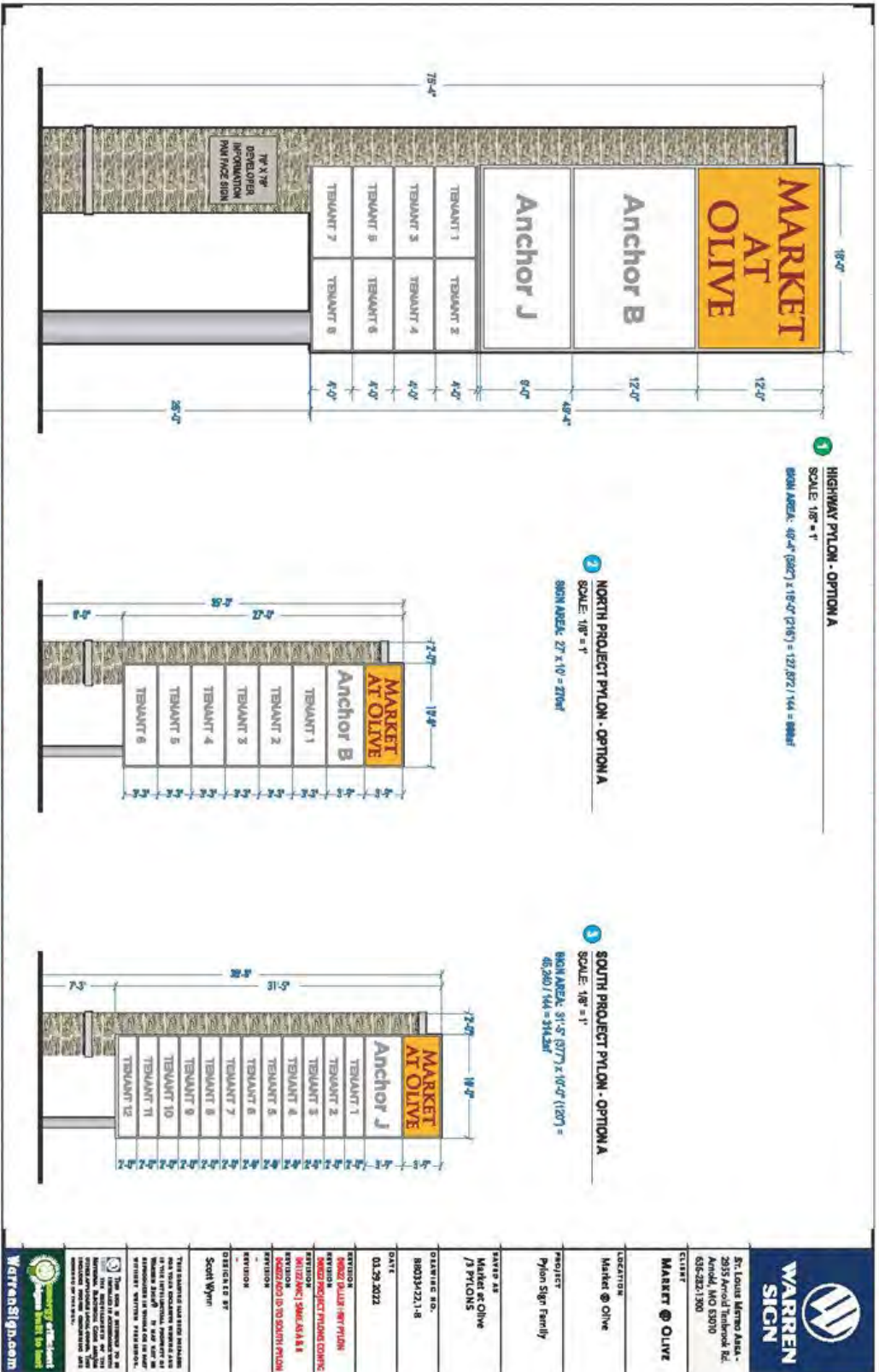
TYPE	NO.	AREA (SQ FT)
Surface	10	10,000
Garage	0	0
Other	0	0
Total	10	10,000

U.S.D. BASE MAP 17L/7K
 DOC. NO. 17K4308B5
 2nd CORR. 6/1/18

<p>C4.0</p>	<p>SITE PLAN</p>	<p>FINAL DEVELOPMENT PLAN FOR MARKET AT OLIVE UNIVERSITY CITY, MO 63102</p>	<p>GRIBBS CONSULTING, INC. Civil Engineering & Surveying Services</p>
--------------------	-------------------------	--	---

Exhibit A

IF THIS NOTE IS VISIBLE ON THE PRINT, THE DRAWING HAS NOT BEEN PRINTED IN SCALE. SELECT APPROPRIATE VIEW FROM TABLE FOR PRINT OPTION & VIEW INFORMATION.



IF THIS NOTE IS VISIBLE ON THE PRINT, THE DRAWING HAS NOT BEEN PRINTED IN SCALE. SELECT APPROPRIATE VIEW FROM TABLE FOR PRINT OPTION & VIEW INFORMATION.

WARREN SIGN

371 Louis Marto Area -
 2515 Perrowe Terrace Rd.
 Apt. 204, York, PA 17403
 717-352-1383

MARKET @ OLIVE

CLIENT: Market @ Olive

PROJECT: Pylon Sign Family

ORDER NO.: BR031211-8

DATE: 01.29.2022

REVISION: 002: QUOTE FOR PYLON

REVISION: 001: PROJECT FINISH CONING

REVISION: 000: INITIAL SIGNED AS BLS

REVISION: 000: NO SOUTH PYLON

DESIGNED BY: Scott Wynn

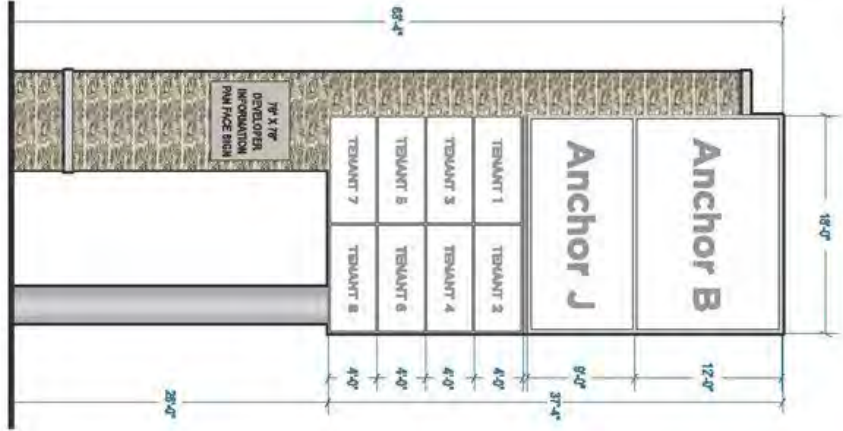
THE DRAWING IS THE PROPERTY OF WARREN SIGN AND SHALL REMAIN THEIR PROPERTY. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF WARREN SIGN IS STRICTLY PROHIBITED.

WarrenSign.com

Warren Sign is a proud member of the **Sign-A-Rama** family of companies. We are committed to providing the highest quality service and products to our clients.

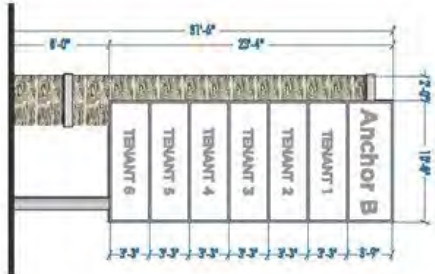
Exhibit A

IF 1/4" = 1' IS USED ON THE FRONT, THE DIMENSIONS NOT SHOWN WOULD NOT BE SHOWN IN SCALE. SELECT ACTUAL SIZE FROM YOUR PRINT OPTION & NOT 1/4" = 1'.



1 HIGHWAY PYLON - OPTION B
SCALE: 1/8" = 1'

SIGN AREA: 37'-0" (448") x 18'-0" (216") = 86,736 / 144 = 602sf



2 NORTH PROJECT PYLON OPTION B
SCALE: 1/8" = 1'

SIGN AREA: 25'-0" (300") x 18' (216") = 33,000 / 144 = 229.16sf



3 SOUTH PROJECT PYLON OPTION B
SCALE: 1/8" = 1'

SIGN AREA: 27'-0" (324") x 18' (216") = 38,808 / 144 = 270.18sf



St. Louis Metro Area -
2915 Arnold Turnpike Rd.
Arnold, MO 63010
636.282.1300

CLIENT:
MARKET @ OLIVE

LOCATION:
Market @ Olive

PROJECT:
Pylon Sign Family

SAVED AS:
Market @ Olive
/ 3 PYLONS

DRAWING NO.:
8800342211-C

DATE:
01.29.2022

REVISION:
R002: 01.29.2022 Pylon

REVISION:
R003: PROJECT Pylon CORRECT

REVISION:
R004: SIGN AREA 1.1

REVISION:
R005: DESIGN LAYOUT 1

REVISION:
-

DESIGNED BY:
Scott Wynn

THIS SIGNAGE HAS BEEN REVIEWED AND FOUND TO BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS AND STANDARDS. THE CLIENT HAS BEEN ADVISED OF ANY VIOLATIONS AND REQUIRED TO MAKE ANY NECESSARY CORRECTIONS.

