



MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, October 24, 2022
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS

1. Honoring Arts and Letters Tradition of Literary Excellence Award – Qiu Xiaolong
2. Honoring Arts and Letters Returning Artists – Scott Black

E. APPROVAL OF MINUTES

1. October 10, 2022 – Study Session (Housing and Third Ward Revitalization RFP)
2. October 10, 2022 – Regular Meeting Minutes

F. APPOINTMENTS to BOARDS AND COMMISSIONS

1. Suzanne Greenwald is nominated to the Commission on Senior Issues as a fill in (2B vacant seat) by Councilmember Tim Cusick.

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.

*The public may also submit 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 not if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.*

I. PUBLIC HEARINGS

none

J. CONSENT AGENDA

1. Ratification of Emergency Purchases due to Flooding
2. Central County Dispatch Contract
3. 2019 CDBG Contract Agreement
4. Tree Removal Contract

K. CITY MANAGER'S REPORT (vote required)

1. Discussion of Fox 2 News Report – Creveling Drive.
2. Market at Olive Update (revised 10/24/22)
3. Conditional Use Permit (CUP 22-09) Market at Olive – Phase II, Lot 9
4. Conditional Use Permit (CUP 22-10) Market at Olive – Phase II, Lot 10
5. OMCI Program – Participation for 2023 (River Des Peres and Deer Creek)

L. UNFINISHED BUSINESS

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

M. NEW BUSINESS

Resolutions (vote required) - none

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

1. **Bill 9489** – AN ORDINANCE AMENDING SCHEDULE VII OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN.
2. **Bill 9490** – AN ORDINANCE AMENDING SECTION 400.070 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE OFFICIAL ZONING MAP, BY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF PROPERTY KNOWN AS LOT A AND COMMON GROUND 2 OF PLAT 4 OF THE MARKET AT OLIVE DEVELOPMENT, FROM “PD” PLANNED DEVELOPMENT COMMERCIAL DISTRICT, “GC” GENERAL COMMERCIAL AND “SR” SINGLE-FAMILY RESIDENTIAL DISTRICT TO “PD” PLANNED DEVELOPMENT COMMERCIAL DISTRICT (“PD-C”)

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

Posted 21st day of October 2022.

LaRette Reese

City Clerk, MRCC



**PROCLAMATION
OF THE
CITY OF UNIVERSITY CITY**

WHEREAS, Jorge Luis Borges once said “poetry is not the books in the library. Poetry is the encounter of the reader with the book, the discovery of the book”; and

WHEREAS, Qiu Xiaolong was born in Shanghai, China, and published poetry, translation and criticism before coming to the United States as a Ford Foundation Fellow in 1988; and

WHEREAS, today we gather to honor the literary work of Qiu Xiaolong, the author of fourteen novels in the award-winning Inspector Chen series, and several collections of short stories, poetry, and poetry translations; and

WHEREAS, Qiu Xiaolong’s books have sold millions of copies and have been translated into more than twenty languages; his first novel, Death of a Red Heroine, garnered him the 2001 Anthony Award for Best First Novel and most of his Inspector Chen novels have been made into BBC radio dramatization; and

WHEREAS, Qiu Xiaolong obtained his PH.D. in comparative literature at Washington University; and currently lives in St. Louis, Missouri with his wife and daughter.

NOW, THEREFORE, The City Council of the City of University City, Missouri, on behalf of the people of University City, congratulates Qiu Xiaolong on receiving the 2022 Tradition of Literary Excellence Award for his outstanding literary contributions to the City of University City and the world.

WHEREOF, We have hereunto set our hands and caused the Seal of the City of University City to be affixed this 24th day of October in the year Two Thousand and Twenty-Two.

SEAL

Councilmember Aleta Klein

Councilmember Steve McMahon

Councilmember Jeff Hales

Councilmember Bwayne Smotherson

Councilmember Tim Cusick

Mayor Terry Crow

Councilmember Stacy Clay

ATTEST

City Clerk, LaRette Reese



**PROCLAMATION
OF THE
CITY OF UNIVERSITY CITY**

WHEREAS, the University City Municipal Commission on Arts and Letters is pleased to welcome Scott Black to the 2022 Returning Artists Series; and

WHEREAS, Scott Black attended Blackberry Lane Elementary School, Brittany Woods Junior High School and University City Senior High School; and

WHEREAS, Scott Black studied under jazz education pioneer, David Baker; and

WHEREAS, Scott Black has performed both as a soloist and as part of the jazz rhythm sections in the great cities of New York and Chicago; and

WHEREAS, Scott Black currently teaches the “language of jazz” to improvisation classes at Tucson Jazz Institute, one of the most distinguished jazz schools in the country; and

WHEREAS, the Ellington Big Band, of the Tucson Jazz Institute, has placed in the top three at the Jazz at Lincoln Center Competition and Festival, and has also performed three times at the prestigious Monterey Jazz Festival.

NOW, THEREFORE, The City Council of the City of University City, Missouri, do hereby recognize and acknowledge Scott Black for his many professional accomplishments, and for his return to the City Of University City as a guest of the Municipal Commission on Arts And Letters’ Returning Artists Series, a program which brings back artistically renowned graduates of University City High School to work with current University City students.

WHEREOF, We have hereunto set our hands and caused the Seal of the City of University City to be affixed this 24th day of October in the year Two Thousand and Twenty-Two.

SEAL

Councilmember Aleta Klein

Councilmember Steve McMahon

Councilmember Jeff Hales

Councilmember Bwayne Smotherson

Councilmember Tim Cusick

Mayor Terry Crow

Councilmember Stacy Clay

ATTEST _____
City Clerk, LaRette Reese

STUDY SESSION
Scope of Services Review
Housing and Third Ward Revitalization Consultant RFP
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, October 10, 2022
6:00 p.m.

AGENDA

1. MEETING CALLED TO ORDER

At the Study Session of the City Council of University City held on Monday, October 10, 2022, Mayor Terry Crow, called the meeting to order at 6:00 p.m.

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

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

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

2. CHANGES TO THE REGULAR AGENDA

None.

3. SCOPE OF SERVICES REVIEW – HOUSING AND THIRD WARD REVITALIZATION CONSULTANT RFP

Mr. Rose stated the Housing and Third Ward Revitalization Project was created by Council as a result of a Redevelopment Agreement with NOVUS. In this Agreement Council spelled out that 10 million dollars would be used to benefit the 3rd Ward revitalization efforts. Although a different financing structure was discussed prior to the Agreement, this Agreement has established that the 10 million dollars will come from;

- \$3,000,000 upon the sale of the property to Costco,
- \$2,000,116, or \$92,000 over a twenty-three-year period from the SID,
- \$2,000,484 or \$108,000 annually from the pool tax, and
- \$2,000,400 or roughly \$104,000 over a twenty-three-year period from the Park and Stormwater Fund.

Prior to the agreement with NOVUS, there were discussions about a different structure of financing the 10 million dollars. That did not materialize, so this proposed structure is included in the redevelopment agreement.

Resolution 2021-15

On October 11, 2021, Council adopted this Resolution establishing the Housing and Third Ward Revitalization Task Force. As a part of that Resolution, staff was directed to provide support and the resources needed to help the Task Force identify goals, objectives, and priorities for their projects. However, at this point, the City does not have the resources to fully support the Task Force or to bring forward a comprehensive housing strategy and 3rd Ward revitalization strategy.

The Housing Strategy

One reason Council established this component of the Resolution is because of the low to moderate-income tracks within the City that have been identified by the Census as 51% of households earning less than 80% of the area medium income.

This statistic traverses throughout the entire City, with the largest shares in the 2nd and 3rd Wards, and a small component in the 1st Ward. Mr. Rose stated his proposal is to hire a consultant with the expertise to create a housing program and allow the Mayor and Council to decide who will be eligible to participate.

Third Ward Revitalization Strategy

Mr. Rose stated if Council elects to hire a consultant, their first task will be to survey 3rd Ward residents to determine their needs. The results of this survey will be presented to the Task Force to garner their input and work with the consultant to create a program structured around those desires.

Next Steps:

- Deputy City Manager, Brooke Smith to work with the Finance Director and his staff to prepare an RFP for a consultant to assist the Task Force in creating a housing program and guidance on 3rd Ward revitalization, consistent with Resolution 2021-15.
- Staff to narrow down proposals and set up a joint meeting with Council and the Task Force to hear presentations from top firms.
- City Manager's recommendations presented to Council

Mayor Crow asked Mr. Rose if he could explain which funds have to be used for a specific purpose? Mr. Rose stated the Parks and Stormwater Fund is restricted and can only be used for stormwater or parks, but all of the other funds are unrestricted.

Councilmember Clay reaffirmed the financing structure previously stated Mr. Rose and confirmed that a different funding structure had been discussion earlier in process but not bear out for a number of reasons, and the structure presented today was the decided upon.

A. Mr. Rose confirmed that was correct.

Mayor Crow asked Mr. Rose to walk through which buckets have to be used for a specific purposes?

A. The Park and Stormwater is restricted and must be used for stormwater or parks. The other funds are unrestricted.

Councilmember Smotherson posed the following questions to Mr. Rose:

Q. Why was the City-Wide Housing Strategy omitted from this presentation?

A. I understand that the Task Force expressed some concerns since they believed that the program should be limited to the 3rd Ward. And while he thinks everyone agrees that it's important to have a housing strategy, it is not a decision Council has to make today. So, he is proposing that the City-Wide Housing Strategy be altered rather than eliminated.

Q. So, if the Task Force expressed that desire, why is planning for streets, public space, green space, public safety, and other social infrastructures still under your deliverables?

A. While the Task Force can express their desires, Council has charged staff; which also includes the consultant, with making their recommendations on what they believe will constitute a viable revitalization and housing program. Therefore, the consultant needs to be privy to all of the deliverables to effectively assist both entities.

Q. Will the Task Force also be able to present their recommendations to Council?

A. While the ultimate goal will be to reconcile each party's recommendation to make certain they comply with the Resolution, Council will be made aware of both proposals.

Q. Why is the Parks & Stormwater Fund even being utilized for the 3rd Ward?

A. I believe there is one park in the 3rd Ward that is underdeveloped. So, the use of those funds was based on the concept of fulfilling Council's commitment to identify all of the legitimate needs within that community.

Councilmember Clay posed the following questions to Mr. Rose:

Q. To be clear, is it correct that this money can only be spent in the 3rd Ward?

A. Could it be spent elsewhere? Yes. Although it would be troublesome to change directions at this point, the Mayor and Council have the authority to decide where those funds should be allocated.

Q. Is Council's decision to use these funds only for the 3rd Ward contained within the Redevelopment Agreement?

A. No, the Agreement does not restrict this money to the 3rd Ward.

Q. But Council has agreed that these funds should only be allocated to the 3rd Ward?

A. That is correct.

Councilmember Klein stated she would like to reiterate that based on her understanding, this Council is entirely in favor of designating these funds to the 3rd Ward. She then posed the following questions to Mr. Rose:

Q. Is there a timeline for hiring a consultant and bringing together a community development group?

A. Ms. Smith has informed me that the City cannot accomplish these tasks fast enough. So, she is committed to bringing a consultant on board as soon as possible.

Q. Will the consultant be in charge of publicizing this process and the steps being taken to fulfill these goals?

A. Our Communications Manager started today and will be introduced at the next Council meeting. So, she will be active in creating a communication strategy.

Councilmember Cusick asked Mr. Rose if he would elaborate on the relationship between the consultant and the Task Force specifically as it relates to compiling their recommendation? Mr. Rose stated two aspects brought up during Council's initial discussions were providing a pathway for renters to become homeowners and improving the housing stock. And while there may not be a lot of daylight in what the Task Force sees as an effective program and what staff and the consultant sees, the consultant's role is to provide information and guidance to the Task Force; which is led by Brooke Smith, that will assist them in preparing their recommendation.

Councilmember McMahon stated he recalls attending meetings in 2016 with Jonathon Brown of NOVUS and other folks in U City where the nuggets of this housing program began to take shape, and the commitment was made to look at areas of the City that needed help with housing and revitalization. He stated they all realized that the size and scope of this project would give them headaches, but from that meeting forward, he is not aware of a time when the commitment to accomplish this task has ever wavered. Therefore, his impression of this housing program is that it will not solely be focused on where to put low-income folks in the City, but it will be comprised of a big-picture look, where you are trying to develop new ideas and strategies that elevate an area and share what has been created at the west end of Olive. So, at this point, it could really be anything.

Mr. Rose stated that is correct. Part of the discussions associated with the allocation of these 10 million dollars was trying to determine what had caused such a big distinction between the housing values in the 1st, 2nd, and 3rd Wards.

Councilmember McMahon stated he does not see how you can separate the aesthetics of a neighborhood from the structure someone lives in. That said would part of the nuts and bolts for this type of revitalization have to include the infrastructure, stormwater, and parks?

Mr. Rose stated that is correct, and he thinks most experts would agree that in order to create a viable revitalization strategy you have to address more than housing. When the exact same home in the 1st Ward has a different value in the 3rd Ward, it has to be something more than the structure. Do residents feel safe? Do they have good streets? Do they have high-quality parks? Do they live in a floodplain? So yes, the revitalization strategy will need to address a great deal more than just housing.

Councilmember McMahon asked Mr. Rose if the City was looking at leveraging these funds to get more upfront or simply thinking of the annual allocations as money in the bank for future needs? Mr. Rose stated while 10 million dollars won't get everything done, it can lead to significant improvements. And he believes that the consultant will look at the funding streams and help staff identify the best approach for leveraging those dollars.

Councilmember Smotherson stated with the Mayor's approval, he would like to volunteer to become the Council liaison for this Task Force.

Councilmember Clay stated sometimes when additional funding starts coming in for a cause the customary allocations related to that cause can be supplanted, thereby reducing the amount of funding rather than increasing it; much like what happened to the Missouri lottery funds allocated for education. So, he wanted to make sure that the dollars that have already been budgeted for the 3rd Ward will remain and that this funding will be an addition to and not a substitute for those customary allocations? Mr. Rose stated when the Mayor and Council decided to pursue this project it was based on being equitable, not equal. Therefore, the intent behind any program he recommends will be based on having an additional revenue source and not supplanting.

4. ADJOURNMENT

Mayor Crow thanked everyone for their participation and adjourned the Study Session at 6:27 p.m.

LaRette Reese,
City Clerk

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

At the Regular Session of the City Council of University City held on Monday, October 10, 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; (*excused*)
Councilmember Tim Cusick
Councilmember Bwayne Smotherson

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr.; Director of Planning & Zoning, Dr. John Wagner; Director of Human Resources, Amy Williams; Deputy City Manager/Director of Economic Development, Brooke Smith; Fire Chief Bill Hinson; Police Chief Larry Hampton, and Director of Public Works/Parks, Recreation & Forestry, Darren Dunkle.

C. APPROVAL OF AGENDA

Mr. Mulligan stated the Developer has requested that the following three minor changes be made to Item M (3); Bill 9488, and the City Clerk has made these changes to the official version of the Bill, subject to Council's approval.

1. In the 5th Whereas Clause - "Watkins Consolidation" has been changed to "Final Plat"
2. Section 3, paragraph 1 - "and the Landscape Plan dated July 15, 2022" has been deleted
3. Section 3, paragraph 3 - "and resident" has been deleted

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

D. PROCLAMATIONS

None

E. APPROVAL OF MINUTES

1. September 27, 2022, Regular Meeting Minutes was moved by Councilmember Smotherson, it was seconded by Councilmember Klein, and the motion carried unanimously, with the exception of Councilmember Cusick who was absent from this meeting.

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. 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.

Diane Bonds, 8665 Spoon Drive, U City, MO

Ms. Bonds stated she lives two doors from the creek and as a result of the recent flooding has become concerned about the overgrown weeds, trees, and debris that has accumulated over time. She stated she was also curious whether the City had any plans to add more developments to this section of the City since that would ultimately start encroaching on her street, and she is not interested in moving or selling her home.

Mayor Crow informed Ms. Bonds that the City Manager or a member of his staff would contact her with answers to her questions.

Carolyn Horth, 1135 Burch Lane, U City, MO

Ms. Horth stated it seems as though the only communication residents in many of the flooded areas have received is through the media. There has been no communication from the City, and the list she and her neighbors were provided about the 24 homes being bought out on Burch appears to be incorrect. She stated everyone has been left in limbo wondering why more homes were not included; whether they will be forced to reside on a street with only three neighbors, or simply what they should do next. So, when should they anticipate receiving accurate information about the buyouts and the process that will occur thereafter?

She stated two other pet peeves are the tax abatement that's being handed out and the plan to either move or replace City Hall. Ms. Horth stated she understands there is supposed to be a balance between the abatement and the increased revenue that a business brings in, but the City also has to pay for any infrastructure needed to sustain that development; which means that residents may not be getting a significant bang for their bucks. So perhaps, there is a need to be a little more cautious about utilizing this strategy.

City Hall is absolutely gorgeous, and she thinks the City should do all that it can to maintain its historic value rather than tearing it down or leaving it to sit vacantly. And there is also a project on Delmar towards Skinker that she would like to get more information about.

Ms. Horth thanked Council for all of the work they perform and vowed to become more involved in the things that are going on in her community.

Mayor Crow informed Ms. Horth that Dr. Wagner would be in contact with her to answer questions regarding the buyouts. However, there is no movement today or in the foreseeable future to abandon City Hall, and in fact, monies have been set aside to help maintain its historic value. He stated it is Council's desire to relocate the Police Department from the temporary trailers they currently reside in, into a permanent home, which will be located in the Annex sitting behind City Hall.

I. **PUBLIC HEARINGS**

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

Mayor Crow opened the Public Hearing at 6:41 p.m., and after acknowledging that there were no written comments or requests to speak, the hearing was closed at 6:41 p.m.

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

Councilmember Cusick moved to approve Items 1 through 6 on the Consent Agenda, it was seconded by Councilmember McMahon, and the motion was carried unanimously.

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

1. Employee Recognition Awards (Flood Relief Efforts)

Mr. Rose asked that the Mayor and Council recognize those employees that exceeded the City's expectations in the performance of their duties during and after the historic flood on July 26th. He then asked the Director of Human Resources, Amy Williams, if she would facilitate these recognitions.

Ms. Williams stated although tonight's recognitions are focused on the events associated with the flood, the City conducted an employee luncheon celebrating every member of staff.

All of these teams went above and beyond to bring normalcy back to the City, and the attention given to every aspect of their job is greatly appreciated.

Facilities and IT Departments - Nominated by Dawn Beasley and presented by Brooke Smith, Deputy City Manager and Director of Economic Development.

1. Daniel Carter
2. Jim Burkemper
3. Bernard, Steven
4. Michael Green
5. Ricky Bisch
6. Ricky Chambers
7. Antonio “Tony” Bracy
8. Mike Carlin - Received numerous nominations for his tireless efforts to ensure continued successful operations of the teams during very chaotic times.

Planning and Development – Nominated by Tim Scott and Presented by Director John Wagner.

Code Compliance/Property Maintenance Division

1. Dennis Stringfield
2. Jim Blizzard
3. Rachel White
4. Ebony Haggins
5. Mike Luong
6. Cherie Young
7. Tim Scott – Nominated by John Wagner

Front Office Clerical Staff

1. Barbara Mathis
2. Ronda Young
3. Cynthia Zumwalt

Police Department - Nominated by UCPD Management Team and Presented by Chief Larry Hampton

Dispatchers on Duty:

1. Janai Clabon
2. Cassandra Reed
3. Chantel Trevino
4. Dashauna Price
5. Robyn McIntosh

Officers on Duty:

1. Lt. Jesse Meinhardt
2. Sgt. Reginald Hope
3. PO Thomas Carney; (*Retired*)
4. PO Theodore Jackson
5. PO Rolandis Woodland
6. PO Joshua Mosley
7. PO Louis Bruno
8. PO Kim Douglas
9. PO Joshua Stigers
10. PO Anthony Bradley

Officers that Assisted:

1. Sgt. Lott
2. Po David Colp
3. Jeremiah Belcher
4. Jake Goldstein
5. Kyle Giamanco
6. Justin Donaldson
7. Jamesha Howard
8. Kelly Ricketts
9. Stephen Jones

Finance Department

1. Represented by Assistant Director, Paula Battle

Fire Department – Presented by Chief Bill Hinson

1. Battalion Chief Joel Myers
2. Captain William Gruendler
3. Captain James Cage
4. Pvt. Tim Hughes
5. Pvt. Robert Herrick
6. Pvt. Taylor Jordan
7. Pvt. Maurice Williams
8. Pvt. Aaron Moon
9. Pvt. Zachary Heberlie
10. Pvt. Richard Black
11. Pvt. Ryan Dorsey
12. Pvt. Joshua Wilson
13. Deputy Chief Gary Wilmoth
14. Deputy Chief Fred Kramer

Public Works, Parks, Recreation, and Forestry – Presented by Darren Dunkle

Streets Division

1. John Gates
2. Ron Dade
3. Josh Dewitt
4. Lisa Johnson
5. Anthony Poke
6. Jeff Suttle
7. Jeff Douglas
8. Daryn Stewart

Front Office

1. D'Marco Williams
2. Todd Strubhart

Sanitation – Heavy and Light Equipment Operators

1. Dennis Lockett
2. Chris Connor
3. John Houston
4. Orlando Bolden
5. John Brown
6. Antoine Cotton
7. Rama Ensley
8. Steven Green
9. Maurice Posley
10. Walter Wilkins
11. Shaunee Blanks

Parks, Recreation, and Forestry

1. Todd Strubhart - Deputy Director of Parks Maintenance & Operations
2. Mike Warmbold - Supervisor of Park Operations
3. Janet Carter
4. Tom Brushwood
5. Jacob Kaiser
6. Allen Hopkins
7. Richard Cullins
8. Mike Warmbold
9. Rick Green
10. Dwayne Reid
11. Brian Strautmann
12. Don Ryan
13. Mike Murphy
14. Mike Lavender
15. Zach Gant
16. Juan Taylor
17. Brandin Williamson

Mr. Rose concluded by acknowledging the importance of having a team effort to provide these high-quality services and noted his appreciation for all of the work his staff performs.

Mayor Crow thanked each employee, as well as their families, for the sacrifices made and dedication to keeping this City safe.

L. UNFINISHED BUSINESS

None

M. NEW BUSINESS

Resolutions - (vote required)

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

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)

Introduced by Councilman Cusick

2. **Bill 9487** - AN ORDINANCE VACATING AND SURRENDERING A PUBLIC WALKWAY BETWEEN 511 and 519 WESTVIEW DRIVE. Bill Number 9487 was read for the first time.

Introduced by Councilman Smotherson

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. Bill Number 9488 was read for the first time.

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)

Aren Ginsberg, 430 West Point Court, U City, MO

Ms. Ginsberg stated that TNR volunteers partnered with Op-Spot and the Green Center on Sunday, October 2nd, to host this year's Pet Vaccination Clinic. The Clinic provided:

- 31 rabies shots;
- St. Louis County tags and Certificates of Vaccination for \$15.00;
- 22 Canine and Feline Distemper Shots, and
- 6 microchips

Ms. Ginsberg stated TNR volunteers remain busy trapping, neutering, and vaccinating community cats at no cost, and they have coordinated with local rescues helping more than 70 cats get adopted. But unfortunately, community cat food, water, and shelter continue to spark misunderstandings with the City's Code Enforcement. Therefore, they would respectfully request that Section 210.130 of the Municipal Code be amended to add food, water, and shelter to the list of permitted acts.

P. COUNCIL COMMENTS

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

Q. ADJOURNMENT

Mayor Crow thanked everyone for their participation and adjourned the meeting at 7:13 p.m.

LaRette Reese,
City Clerk, MRCC

From: [Carol Kay Horth](#)
To: [Council Comments Shared](#)
Subject: City Priorities--
Date: Friday, October 7, 2022 10:35:34 AM

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

City Hall remodeling-- not a priority

Tax Abatement--Needs to stop

Delmar-east- redevelopment into what? City Money\$\$ How Much\$\$ Return on investment\$\$\$???

Flooded Residence----300 Homes initially-then 24 --the more--
:List made public without being complete---Incompetent--

Carol K. Horth
1135 Burch Lane



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

NUMBER: <i>For City Clerk Use</i>	CA20221024-01
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SUBJECT/TITLE: Ratification of Emergency Purchases due to Flooding			
REQUESTED BY: Keith Cole - Director of Finance		DEPARTMENT / WARD Finance / All	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	No
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: The City Manager is recommending the ratification of the emergency purchases approved by the City Manager as a result of the flood which occurred in our City.			
FISCAL IMPACT: Fiscal impact \$120,054.72. Funds to come from General Fund Reserves.			
AMOUNT:	\$120,054.72	ACCOUNT No.:	
FROM FUND:	General Fund	TO FUND:	General Fund
EXPLANATION: Due to the ramifications from the flood, the need to use the "Emergency Purchases" option is deemed appropriate at this time. See Agenda Item - Addendum for the list of requested immediate purchases. Currently, this is the known emergency purchases, however, there may be additional emergency purchases in the months to come.			
STAFF COMMENTS AND BACKGROUND INFORMATION: Emergency Purchase: The purchase of supplies and/or services whose immediate procurement is essential to protect life or property. Emergency orders must be kept to a minimum. Department Directors are authorized to make emergency purchases, provided that where possible, prior approval of the Purchasing Agent shall be obtained. If, in the judgment of the Department Director, an emergency is of such nature that it is inadvisable to delay the purchase until approval of the Purchasing Agent or City Manager can be obtained, the Department Director shall submit to the Purchasing Agent a written report advising of the emergency purchase and outlining the reasons it was not practical to obtain prior approval.			
CIP No.			
RELATED ITEMS / ATTACHMENTS: - Council Meeting Agenda Item - Addendum 10.24.22 - Chevy Silverado HD 2500 Pickup Truck Quote Summary - Compact Utility Tractor w/ Snow Blade Attachment Quote Summary - Utility Vehicle w/ Snow Blade Attachment Quote Summary			
LIST CITY COUNCIL GOALS (S): Prudent Fiscal Management			
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	October 24, 2022

City of University City Council Meeting
Agenda Item - Addendum (October 24, 2022)

Subject/Title:
Ratification of Emergency Purchases due to Flooding

<u>Description</u>	<u>Amount</u>
Chevy Silverado HD 2500 Pickup Truck	51,324.00
Compact Utility Tractor w/ Snow Blade Attachment	39,372.90
Utility Vehicle w/ Snow Blade Attachment	29,357.82
	<u>120,054.72</u>

City of University City Council Meeting
Agenda Item - Addendum (September 27, 2022)

Subject/Title:

Ratification of Emergency Purchases due to Flooding

<u>Description</u>	<u>Amount</u>
25 Yd. Leaf Vacuum Trailer	94,946.30
	<u>94,946.30</u>

City of University City Council Meeting
 Agenda Item - Addendum (September 12, 2022)

Subject/Title:

Ratification of Emergency Purchases due to Flooding

Description	Amount	New Costs	Original Costs
Leach 8 Cubic Yard Mini Rear Curved Rear Load Refuse (Trash) Truck	205,362.20		
Dodge Ram 2500 Pickup Trucks 4x4 Crew Cab 8ft bd	51,740.00		
Dodge Ram 2500 Pickup Trucks 4x4 Crew Cab 8ft bd	51,740.00		
Compact Utility Tractor with Backhoe Attachment	3,295.60	54,534.65	51,239.05
John Deere Z930M Ztrak Front End Mowers (2) - Street Dept; John Deere Z960M Ztrak Front End Mowers (3) - Parks Dept	1,522.96	63,277.56	61,754.60
John Deere 1570 Terrain Cut Front End Mowers with Snow Blade (2)	14,469.75	75,536.66	61,066.91
John Deere W48R Walk Behind Mowers (Deleted)	-	(13,088.46)	13,088.46
John Deere W48R Commercial Walk Behind Mower	7,116.11		
Chevy Silverado 2500HD - Parks	52,514.00		
Chevy Silverado 2500HD - Parks / Service Truck	60,314.00		
Chevy Silverado 2500HD - Parks	52,914.00		
Chevy Silverado 2500HD - Streets	52,914.00		
Chevy Silverado 2500HD - Streets	52,914.00		
	606,816.62		

City of University City Council Meeting
 Agenda Item - Addendum (August 22, 2022)

Subject/Title:
 Ratification of Emergency Purchases due to Flooding

<u>Description</u>	<u>Amount</u>		
F-250 Super Cab Long Bed 4WD	-	Removed	48,975.00
F-250 Crew Cab Long Bed 2WD	-	Removed	46,390.00
F-250 Super Duty Regular Cab Long Bed 4WD	-	Removed	46,430.00
F-450 One Ton Dump Truck Diesel 9ft Dump	69,660.00		
F-550 One Ton Dump Truck 7.3 L Gas 11ft Dump	67,658.00		
F-550 One Ton Dump Truck 7.3 L Gas 11ft Dump	66,158.00		
Chevy Pickup Truck K2500	-	Removed	54,097.00
GMC Pickup Truck K2500 HD	-	Removed	54,234.00
Compact Utility Tractor with Backhoe Attachment	51,239.05	54534.65	3,295.60
John Deere Z930M Ztrak Front End Mowers (2) - Street Dept; John Deere Z960M Ztrak Front End Mowers (3) - Parks Dept	61,754.60	63277.56	1,522.96
John Deere 1570 Terrain Cut Front End Mowers with Snow Blade (2)	61,066.91	75536.66	14,469.75
Street Sweeper	244,138.80		
Gym Floor Removal - Supplemental Agreement	57,327.21		
John Deere W48R Walk Behind Mowers (2)	13,088.46		(13,088.46)
Honda HRN216VYA Push Mowers (2)	1,132.00		
FH1 Battery Backup (1)	2,800.00		
F-150 3/4 Ton P/U 8 ft Bed	45,193.99	Added	
Chevy Silverado 3/4 Ton P/U 8 ft Bed	42,698.42	Added	
	<hr/> <u>783,915.44</u>		



MEMORANDUM

TO: Mr. Gregory Rose, City Manager

FROM: Darren Dunkle, Director of Parks, Recreation and Forestry
Acting Director of Public Works

DATE: October 6, 2022

SUBJECT: Chevy Silverado HD Pickup Truck – **Emergency Purchase**

I am following up on our conversation regarding the emergency replacements of vehicles and equipment that were lost in the storm event that took place on July 26th and 28th.

Staff has been contacting vendors across the area to seek out the availability of vehicles and equipment, as there currently is a shortage of inventory of vehicles within the marketplace due the supply chain issues along with the labor market. In doing so, we have been able to locate one (1) Chevrolet Silverado 2500 HD pickup truck from Jansen Ford to replace One (1) truck within the Parks Division that was lost.

The immediate purchase of this pickup truck will allow to us to put it into action and return a pickup truck that we are currently leasing from Enterprise.

Accordingly, I request your approval in the emergency purchase of the one (1) Chevrolet Silverado 2500 HD pickup truck from Jansen Ford in the amount of \$51,324.00.

If you have any questions or need additional information, please let me know.

Approved



JANSEN FORD OF BREESE, LLC
 101 N 4TH STREET
 BREESE, IL, 62230

Rep: Brent Schlarmann
 Phone: (618) 526-2241
 Fax:

Date: 10/06/2022
 Key: UNIV221006
 Tax: MO

Vehicle

2022 CHEVROLET SILVERADO 2500HD
 WORK TRUCK



Stock # F1204
 VIN 1GC3YLE73NF190684
 Type Used Vehicle
 Model # CK20903
 Engine 6.6L V8
 Transmission 6-speed automatic, heavy-duty (Four Wheel Drive
 Drive Four Wheel Drive
 Body 4WD Reg Cab 142"
 Odometer 8,092

Trd Tax Cr
 MO \$0.00

Customer

Name UNIVERSITY CITY FLEET
 DEPARTMENT
 Address 1015 PENNSYLVANIA AVE
 City, State UNIVERSITY CITY, MO
 Code 82971
 Email
 Zip Code 63130
 CoBuyer

Source
 Lead NotSet
 Home Phon (314) 356-1629
 Business
 Cell
 Contract Da 10/06/2022
 Payment D 10/06/2023

Finance Deal

Selling Price \$51,000.00
 Other \$0.00
 Bank Fee \$0.00
 Transfer Fee \$0.00
 Registration Fee \$0.00
 Title Fee \$0.00
 Doc Fee \$324.00
 Drive Away Fee \$0.00
 ERT Fee \$0.00
 Freight \$0.00
 Reg \$0.00
 FinanceCharge \$0.00
 VSIFee \$0.00
 Title \$0.00
 FederalExciseTax \$0.00
Sub Total \$51,324.00
 Trade \$0.00
 MO % \$0.00
Total Including Tax \$51,324.00

Payout Lien Amount 0.00
Balance Due \$51,324.00
 Deposit 0.00
 COD 0.00
Balance To Finance \$51,324.00
 1 @ 0% \$0.00
Total Obligation \$51,324.00
 Payment Frequency 1 PPY
 1 Payments / 12 Months \$51,324.00

I / We have reviewed the above disclosure and agree to the vehicle, price and payment information as declared.

QUOTE IS VALID FOR 48HRS & SUBJECT TO APPROVED CREDIT

X
 UNIVERSITY CITY FLEET
 DEPARTMENT
 X
 Dealer Acceptance



MEMORANDUM

TO: Mr. Gregory Rose, City Manager
FROM: Darren Dunkle, Director of Parks, Recreation and Forestry
Acting Director of Public Works
DATE: October 6, 2022
SUBJECT: Compact Utility Tractor with Snow Blade - Recommendation

I am following up on our conversation regarding the emergency replacement of a John Deere 43320 Compact Utility Tractor with a Snow Blade Attachment (Parks Department) that was lost in the storm event that took place on July 26th and 28th.

Per our conversation, staff has been contacting vendors across the area to seek out the availability of equipment to be used for snow plowing, as there currently is a shortage of inventory of equipment within the marketplace due the supply chain issues along with the labor market. In doing so, we have been able to locate a Compact Utility Tractor with a Snow Blade Attachment from Sydenstricker Nobbe Partners in the amount of \$39,372.90. This piece of equipment would be used for various tasks within the Parks Division, however, the immediate task would be for the plowing of snow in parking lots and on trails.

Accordingly, I request your approval in the emergency purchase of the Compact Utility Tractor with a Snow Blade Attachment from Sydenstricker Nobbe Partners in the amount of \$39,372.90.

If you have any questions or need additional information, please let me know.

Darren Dunkle
Approved
[Signature]



Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
- 2000 John Deere Run
Cary, NC 27513
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address (no PO box)
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- Membership number if required by the contract

For any questions, please contact:

Paul Engbert

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303

Tel: 636-493-0288

Fax: 636-493-1340

Email: pengbert@snpartners.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Sydenstricker Nobbe Partners
 3575 Veterans Memorial Pkwy
 St Charles, MO 63303
 636-493-0288
 stcharles@snpartners.com

Quote Summary

Prepared For:
 CITY OF UNIVERSITY CITY
 1015 PENNSYLVANIA AVE
 UNIVERSITY CITY, MO 63130
 Business: 314-505-8559
 tstrubhart@ucitymo.org

Delivering Dealer:
 Sydenstricker Nobbe Partners
 Paul Engbert
 3575 Veterans Memorial Pkwy
 St Charles, MO 63303
 Phone: 636-493-0288
 pengbert@snpartners.com

final proposal as of 10/3/22 this is a new model with heat /ac and cab enclosure pricing includes loader and hydraulic snow blade. **This is to replace the 3320 cab tractor and loader damaged in the flood**

Quote ID: 27491599
Created On: 22 September 2022
Last Modified On: 03 October 2022
Expiration Date: 31 October 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 366 Front Mounted Blade - 12354678997561236 Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) Price Effective Date: September 21, 2022	\$ 4,895.00	\$ 4,013.90 X	1 =	\$ 4,013.90
2022 JOHN DEERE 3033R Compact Utility Tractor (24 PTO hp) - 1LV3033RENN404261 COMPACT UTILITY TRACTOR 3R SERIES 10 Year SNP Limited Warranty Included, Value of \$ 0.00 Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) Price Effective Date:	\$ 42,700.00	\$ 35,014.00 X	1 =	\$ 35,014.00
		\$ 345.00 X	1 =	\$ 345.00
		\$ 0.00 X	1 =	\$ 0.00
Sub Total				\$ 35,359.00
Equipment Total				\$ 39,372.90

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 39,372.90

Trade In

Salesperson : X _____

Accepted By : X 

Confidential



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
636-493-0288
stcharles@snpartners.com

SubTotal	\$ 39,372.90
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 39,372.90
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 39,372.90

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

**Purchase Order for
John Deere Equipment (U.S. Only)**

PO# 09182162
PO Revision# Original

PURCHASER'S NAME - First Signer (First, Middle Initial, Last) CITY OF UNIVERSITY CITY (SECOND LINE OF OWNER NAME)			DATE OF ORDER Oct 03, 2022	COMPANY UNIT 06	DEALER ACCOUNT NO. 068054
STREET OR RR 1015 PENNSYLVANIA AVE			DEALER ORDER NO. 06348114	IRS NO.	EIN NO.
TOWN UNIVERSITY CITY	STATE MO	ZIP CODE 63130	TRANSACTION TYPE Cash Sale		PURCHASER SALES TAX EXEMPT
COUNTY St. Louis	PURCHASER ACCT.	PHONE NO. 314-505-8559	SELLER'S NAME & ADDRESS Deere & Company 2000 John Deere Run Cary, NC 27513 636-493-0288		
REWARDS # 992768825	E-MAIL ADDRESS tstrubhart@citymo.org		Use State/Province MO		

I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

QTY	NEW	DEM	RENT	DMVC	Equipment & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)	
1	X				JOHN DEERE 366 Front Mounted Blade		2354678997561236	\$ 4,013.90	
1	X				2022 JOHN DEERE 3033R Compact Utility Tractor (24 PTO hp) Stock # 365803		LV3033RENN404261	\$ 34,508.88	
1	X				BLV10924 Rear License Plate Kit (Includes Light)			\$ 66.75	
1	X				LVB24852 Beacon Light Kit (Cab Only)			\$ 270.80	
1	X				LVB24853 Rear Work Light Kit (2 Lights) (Cab Only)			\$ 167.77	
1					+ COMPACT UTILITY TRACTOR 3R SERIES : MAINTENANCE PACKAGE		2021488476	\$ 345.00	
1	Included				+ 10 Year SNP Limited Warranty : 10 Year SNP Limited Warranty		2021488476	\$ 0.00	
(We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.								TOTAL CASH PRICE	\$ 39,372.90

QTY	DESCRIPTION OF TRADE-IN	Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT
	PURCHASER TYPE	MARKET USE	TOTAL TRADE-IN ALLOWANCE	\$ 0.00
			1. TOTAL CASH PRICE	\$ 39,372.90
			2. TOTAL TRADE-IN ALLOWANCE	\$ 0.00
			3. TOTAL TRADE-IN PAY-OFF	\$ 0.00
			4. BALANCE	\$ 39,372.90
			4. SUB-TOTAL	\$ 39,372.90
			7. CASH WITH ORDER	\$ 0.00
			8. RENTAL APPLIED	\$ 0.00
			9. CASH DISCOUNT	\$ 0.00
			10. BALANCE DUE	\$ 39,372.90

COMMENTS:
Final proposal as of 10/3/22 this is a new model with heat/ac and cab enclosure pricing includes loader and hydraulic snow blade. **This is to replace the 3320 cab tractor and loader damaged in the flood**

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS- I (We) promise to pay the Balance Due (line 10) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract) or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

USE OF INFORMATION/PRIVACY NOTICE I understand that Deere & Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.



JOHN DEERE

**Purchase Order for
John Deere Equipment (U.S. Only)**

PO# 09182162
PO Revision# Original

Quote ID: 27491599

Purchaser Name: CITY OF UNIVERSITY CITY

Purchaser's
Signature

Accepted
By

Purchaser's
Signature

Date
Accepted

Salesperson ENGBERT, PAUL J

Delivery Acknowledgement

Delivered On:

Warranty Begins:

Signature

Date



MEMORANDUM

TO: Mr. Gregory Rose, City Manager
FROM: Darren Dunkle, Director of Parks, Recreation and Forestry
Acting Director of Public Works
DATE: October 6, 2022
SUBJECT: Utility Vehicle with Snow Blade - Recommendation

I am following up on our conversation regarding the emergency replacement of equipment (Parks Department) that was lost in the storm event that took place on July 26th and 28th.

Per our conversation, staff has been contacting vendors across the area to seek out the availability of equipment to be used for snow plowing, as there currently is a shortage of inventory of equipment within the marketplace due the supply chain issues along with the labor market. In doing so, we have been able to locate a Utility Vehicle with a Snow Blade Attachment from Heritage Tractor in the amount of \$29,357.82. This piece of equipment would be used for various tasks within the Parks Division, however, the immediate task would be for the plowing of snow in small parking lots, trails and sidewalks.

Accordingly, I request your approval in the emergency purchase of the Utility Vehicle with a Snow Blade Attachment from Heritage Tractor in the amount of \$29,357.82

If you have any questions or need additional information, please let me know.



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Heritage Tractor, Inc.
 11875 County Road 3080
 Rolla, MO 65401
 573-368-2011
 hti@heritagetractor.com

Quote Summary

Prepared For:
 Todd Strubhart
 CITY OF UNIVERSITY CITY
 Todd Strubhart
 6801 DELMAR BLVD
 UNIVERSITY CITY, MO 63130
 Business: 314-505-8618
 tstrubhart@ucitymo.org

Delivering Dealer:
 Heritage Tractor, Inc.
 Mike Gesellschaft
 11875 County Road 3080
 Rolla, MO 65401
 Phone: 573-368-2011
 mrgesellschaft@heritagetractor.com

SOURCEWELL ID#133645

Quote ID: 27559193
Created On: 04 October 2022
Last Modified On: 06 October 2022
Expiration Date: 03 November 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2022 JOHN DEERE GATOR™ XUV835R (Model Year 2022) - 1M0835RAENM053571 Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date:	\$ 29,734.00	\$ 25,571.24 X	1 =	\$ 25,571.24
WESTERN 1.82m (72 in.) Hydraulic Straight Blade Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date:	\$ 4,403.00	\$ 3,786.58 X	1 =	\$ 3,786.58
Equipment Total				\$ 29,357.82

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 29,357.82
Trade In	
SubTotal	\$ 29,357.82
Est. Service Agreement Tax	\$ 0.00
Total	\$ 29,357.82
Down Payment	(0.00)
Rental Applied	(0.00)

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Heritage
TRACTOR

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Heritage Tractor, Inc.
11875 County Road 3080
Rolla, MO 65401
573-368-2011
hti@heritagetractor.com

Balance Due

\$ 29,357.82

Salesperson : X _____

Accepted By : X _____


Confidential



JOHN DEERE



Selling Equipment

Quote Id: 27559193

Customer Name: CITY OF UNIVERSITY CITY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Heritage Tractor, Inc.
 11875 County Road 3080
 Rolla, MO 65401
 573-368-2011
 hti@heritagetractor.com

2022 JOHN DEERE GATOR™ XUV835R (Model Year 2022) -

Hours: 0

Stock Number: 322133

Contract: Sourcewell Grounds Maintenance 031121-DAC
 (PG NB CG 70)

Suggested List *

\$ 29,734.00

Selling Price *

\$ 25,571.24

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
5748M	2022 JOHN DEERE 835R CAB G&Y 40/60SPLIT YL MAXXIS	1	\$ 27,499.00	0.00	\$ 0.00	\$ 27,499.00	\$ 27,499.00
		Standard Options		Per Unit			
001A	COUNTRY CODE- US/ CANADA	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	BTO	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
1062	TIRES,HARD SURF, ALLOY,14"YEL	1	\$ 1,097.00	0.00	\$ 0.00	\$ 1,097.00	\$ 1,097.00
2032	SEAT,FRONT,40/60 SPLIT, CLOTH	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	PARK POSITION IN TRANSMISSIO	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	COMPNTS,XUV,835R, G&Y	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	BOX SPRAY LINERBRAKE/ TAILGHT	1	\$ 490.00	0.00	\$ 0.00	\$ 490.00	\$ 490.00
3100	MANUAL LIFT/LATCH, XUV	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
4024	CAB WINDSHLD,DOOR, REAR PANEL	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
4036	ROOF, GREEN	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
4152	REAR BUMPER KIT	1	\$ 266.00	0.00	\$ 0.00	\$ 266.00	\$ 266.00
4201	BRUSH GUARD, HD FRONT	1	\$ 382.00	0.00	\$ 0.00	\$ 382.00	\$ 382.00
6349	LESS WINCH	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 2,235.00		\$ 0.00	\$ 2,235.00	\$ 2,235.00
Value Added Services			\$ 0.00			\$ 0.00	\$ 0.00
Total							
		Additional Discounts					

Confidential



JOHN DEERE

Heritage
TRACTOR

Selling Equipment

Quote Id: 27559193

Customer Name: CITY OF UNIVERSITY CITY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
11875 County Road 3080
Rolla, MO 65401
573-368-2011
hti@heritagetractor.com

Demo	1	\$ 4,162.76	\$ -4,162.76	\$ -4,162.76
Additional Discount Total		\$ 4,162.76	\$ -4,162.76	\$ -4,162.76
Total Selling Price		\$ 29,734.00	\$ 4,162.76	\$ 25,571.24

WESTERN 1.82m (72 in.) Hydraulic Straight Blade

Equipment Notes:

Hours: 0

Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Price Effective Date:

Suggested List *

\$ 4,403.00

Selling Price *

\$ 3,786.58

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
801EM	6' PLOW	1	\$ 4,403.00	14.00	\$ 616.42	\$ 3,786.58	\$ 3,786.58
Total Selling Price			\$ 4,403.00		\$ 616.42	\$ 3,786.58	\$ 3,786.58

Confidential

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



NUMBER: <i>For City Clerk Use</i>	CA20221024-02
---	----------------------

SUBJECT/TITLE: Contract with Central County Dispatch for fire/EMS dispatching services
--

REQUESTED BY: Fire Chief William Hinson	DEPARTMENT / WARD: Fire
---	-----------------------------------

AGENDA SECTION: Consent	CAN ITEM BE RESCHEDULED?: Yes
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CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval and authorization to sign the contract with Central County Dispatch for the term of 5 years.
--

FISCAL IMPACT: Previously budgeted Item. Cost for year 1- \$0.0292/\$100 (\$239,,325), year 2- \$0.035, year 3- \$0.036, year 4- \$0.037, year 5- \$0.0375 assessed value. Contract term is 2023-2027

AMOUNT: \$239,325	ACCOUNT No.:
-----------------------------	---------------------

FROM FUND: 1-35-25-6560	TO FUND: 1-35-25-6560
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EXPLANATION: To meet NFPA standards for emergency communications and to decrease the City's liability for failure to meet current industry standards.

STAFF COMMENTS AND BACKGROUND INFORMATION: Meeting the current industry standards would help maintain or lower ISO rating. To increase the chances of positive patient outcomes through the decrease in response times coupled with the addition of Emergency Medical Dispatching. Simultaneous dispatching will decrease the time for mutual aid responses and the use of GPS for current vehicle location will assign the closest Fire/EMS vehicle to the call. Increase access to resources during large scale events such as flooding, tornadoes, and active killer events.

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

RELATED ITEMS / ATTACHMENTS: Central County Dispatch Contract

LIST CITY COUNCIL GOALS (5): Public Safety To provide the highest quality services to the residents of University City while decreasing the City's liability.
--

RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose	MEETING DATE: 10/24/2022
--	------------------------------------

2023 AGREEMENT FOR DISPATCHING SERVICES
UNIVERSITY CITY

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by and between Central County Emergency 911 Dispatching Center (“Central County”) and the City of University City (“City”).

WHEREAS, Central County is organized and operated pursuant to Chapter 70 and Section 321.245 of the Revised Statutes of Missouri for the purpose of providing centralized emergency dispatching service for the receipt and transmission of emergency calls (alarms); and,

WHEREAS, City is a Missouri city which is authorized to provide fire suppression and emergency service and is likewise authorized to do all those things necessary and incidental thereto; and,

WHEREAS, City is desirous of entering into an agreement with Central County as a service contractor in order to provide to its constituency efficient communication and to manage emergency calls; and,

WHEREAS, City deems it in the best interest and welfare of the inhabitants within its boundaries to enter into this Agreement for the purpose of obtaining emergency dispatching service; and,

WHEREAS, City wishes to become a Service Contractor with Central County.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties, it is hereby mutually agreed as follows:

1. Central County shall provide and maintain suitable quarters, personnel, and equipment so as to meet the requirements and specifications of a dispatching center as set out in Section 321.245 of the Revised Statutes of Missouri.

2. Central County will dispatch fire alarms and emergency calls to the City in accordance with the instructions of City or its contractor, provided the same are reasonable and feasible within the established procedures, bylaws, and other Agreements controlling the operation of Central County.

3. City shall, at its own expense or at the expense of its contractor: furnish to Central County such GPS data and mapping data to allow Central County to operate its computer aided dispatch system for City, and advise Central County of the means by which City's equipment is to be dispatched and the manner by which each alarm is to be struck. This data shall be in a digital format compatible with Central County's data system; data shall include, but not be limited to, streets, intersections, speed limits, lot parcels, left and right segment numerics and any such ancillary data that would enhance the mapping data, and to provide regular upgrades and corrections to the aforesaid data. The City or its contractor shall be responsible for arranging any changes or additions that are to be made to the GPS data, and mapping data, and to special operating procedures.

4. As a Service Contractor, City shall pay to Central County annually:

A. for 2023 two and ninety-two cents (\$0.0292) (which is $\frac{5}{6}$ the normal 3.5 cents because services begin on March 1, 2023);

B. for 2024 three and one-half cents (\$0.035);

- C. for 2025 three and six tenths cents (\$.036);
- D. for 2026 three and seven tenths cents (\$.037); and,
- E. for 2027 three and seventy-five hundredths cents (\$.0375);

per One Hundred Dollars (\$100.00) of the total assessed valuation of the City, including any land for which the City is obligated or contracted to provide fire or ambulance services, for the preceding year for each year during which dispatching service is to be rendered to City by Central County. The formula to determine the assessment is:

a. Add the assessed valuation of the real estate tax (all Forms), the personal property tax (all Forms), and the railroads', surtax, and utilities' tax (as determined not later than November 1 of the preceding year each year) as assessed by, in, or for City and for any lands the City is obligated to provide fire or ambulance services. However, for any Tax Increment Financing project, the assessed valuation for such project, for the calculation of annual payments, shall equal the pre-TIF property valuation plus the percentage of full property valuation of such project for which City receives property taxes.

b. Multiply the said sum by the appropriate factor set forth above in ¶4(A, B, C, D, and E) per One Hundred Dollars (\$100.00) of the total assessed valuation for the year preceding each year of service. The product shall be deemed to be the regular annual assessment of City.

c. The amount of the regular assessment for each year, as determined above, shall be paid to Central County in two (2) equal payments with one-half (1/2) of the total

payment due to be paid by March 1 and the remaining half (1/2) of the total payment due by July 1 for each year Central County is providing dispatch services to the City.

5. City shall not be liable for any special assessments to Central County. City shall, however reimburse Central County for any and all expense advances by Central County for the account of City or for any other reimbursable expenses incurred by Central County for City's benefit.

6. City, as a service contractor, shall have no financial interest in the assets of Central County, nor shall City be eligible to accumulate any interest in the same under the terms of this contract, or upon any other basis unless otherwise expressly agreed by the parties in writing.

7. City agrees and promises that it has no and shall have no ownership interest in Central County. City will not be entitled to accumulate any interest in the ownership, assets or governance of Central County as a result of this Agreement or its performance. City is not a "Participating Entity" as that term is defined in Central County's Operating Agreement, and City agrees that it shall not be entitled to become a Participating Entity under the terms or performance of this Agreement. City understands that it is not entitled to a position on the Board of Directors of Central County.

8. Central County, during the effective period of this Agreement, shall provide City with equipment (including communications and computers) in the same manner as provided for other non-Participating Entities or Service Contractors for whom Central County performs dispatching services. However, any such equipment provided by Central County to City shall remain the sole and exclusive property of Central County. It is agreed

that upon termination of this Agreement, City will promptly return to Central County any and all equipment furnished to City by Central County.

9. Central County shall make available to City use and access to the 853 Account Fund in the same manner as provided to other entities for which Central County furnishes dispatching services.

10. Paragraph 10 is deliberately left blank.

11. City may attend and express its position at all open meetings, both regular and special, of the Board of Directors of Central County; however, representatives of City shall have no vote in any matter that may come before the Board of Directors.

12. The Fire Chief of the City, or his/her representative, may attend and participate at all meetings both regular and special of the Operating Committee as set forth in the Operating Committee Bylaws which may be amended from time to time.

13. If either party fails to perform any of its obligations hereunder or breaches any of its representations, warranties, promises or covenants, and if upon thirty (30) days written notice the party failing to perform does not correct its default, then the other party, at its option, may terminate this Agreement. In addition to the rights and remedies provided herein (none of which is exclusive), each party shall have any other right or remedy allowed at law or equity, by statute or otherwise, including without limiting the right to enjoin any breach or threatened breach of any covenants, agreements, terms or conditions of this Agreement.

14. This Agreement and its obligations shall go into effect, and Central County shall begin to provide dispatch services to City at 00:00:01 hours on March 1, 2023, and end at 23:59:59 hours on December 31, 2027. This Agreement shall automatically renew for 2028 and thereafter, at the last assessment rate set forth in ¶4E, on an annual basis beginning January 1 of each following year, unless proper written notice to terminate is given by party wishing to terminate or not renew at least one-hundred eighty (180) days prior to January 1 of each renewal year, and provided further that such contract has not been earlier terminated by a breach thereof. For purposes of this Agreement, written notice is proper if placed in the United States mail, certified or registered, and addressed to the last known address of the terminated party.

15. City acknowledges that it has received and reviewed all bylaws, operating agreements, and each and every other document governing Central County and, where applicable, agrees to abide by and be bound by same.

16. This Paragraph Deliberately Left Blank.

17. This Agreement is a complete expression of the parties' agreement and may only be amended or modified or supplemented by a written agreement signed by both parties.

18. Both parties to this Agreement agree that they have properly authorized and approved this Agreement according to Missouri law.

19. This Agreement and its interpretation shall be governed by Missouri law. Any action arising out of, or concerning, this agreement shall be brought only in the Circuit

Court of St. Louis County, Missouri. All parties to this agreement consent to the jurisdiction and venue of that court.

20. In the event any provisions of this agreement is invalid or unenforceable, such invalid or unenforceable provision shall not invalidate or affect the other provisions of this Agreement which shall remain in effect and be construed as if such provision were not a part of thereof provided that if the invalidation or unenforceability of such provision shall, in the opinion of either party to the Agreement, have a material effect on such party's rights or obligations under this agreement, then the Agreement may be terminated by either party upon thirty (30) days prior written notice by such party to the other party.

21. By entering into this Agreement, the parties agree that the Agreement is not intended to, nor does it, a) create any rights in any individuals or entities who are not parties hereto; or b) act as a waiver of any immunities or defenses that the parties enjoy under Missouri law except as specifically provided herein.

CENTRAL COUNTY EMERGENCY 911
DISPATCHING CENTER

CITY OF UNIVERSITY CITY,
MISSOURI

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____



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

NUMBER: <i>For City Clerk Use</i>	CA20221024-03
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SUBJECT/TITLE: 2019 CDBG Contract Agreement			
REQUESTED BY: Darren Dunkle		DEPARTMENT / WARD Public Works 3	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Move to approve the agreement with Pride Master Inc. and authorizes the City Manager to execute to contract contained in Council's packet.			
FISCAL IMPACT: \$132,567.00 (\$103,400.00 - Grant Fund; \$29,167.00 FY23 CIP Fund).			
AMOUNT:	\$132,567.00	ACCOUNT No.:	12-40-90-8100
FROM FUND:		TO FUND:	
EXPLANATION: The City was awarded a Community Development Block Grant (CDBG) in 2019 for the replacement of the sidewalks along Rushmore Drive, Malibu Court, and Briar Court in the amount of \$103,400.00.			

STAFF COMMENTS AND BACKGROUND INFORMATION: The City advertised for bids for the CDBG project on the City's website, St. Louis American, as well as emailed the information to several companies. However, only one (1) company responded to the bid request and agreed to provide services per the specifications. However, due to the increase in construction costs from when the grant was first awarded to now, the cost of the project was bid at \$132,567.00 dollars, which is \$29,167.00 dollars over the original budget for the project. As such, staff is requesting that FY23 CIP Sidewalk Funds be used to offset the costs.

CIP No.	PWST23/27-02
RELATED ITEMS / ATTACHMENTS: 1. Contract 2. Bid Tabulation 3. 2019 CDBG Sidewalk & Curb Improvements	

LIST CITY COUNCIL GOALS (5): Improved Infrastructure	
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose
MEETING DATE:	October 24, 2022

CONTRACT

THIS AGREEMENT, made as of the _____ day of _____, 21__, by and between City of University City, MISSOURI (hereinafter called the CITY) and Pride Master, Inc., a Missouri Company with offices at 16632 Old Chesterfield Rd., Chesterfield, MO 63017 (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to construct improvements for Project No. 1484 – Asphalt Overlay Improvements, hereinafter called the PROJECT, in accordance with the Drawings, Specifications and Contract Documents prepared by the City of University City.

NOW, THEREFORE, The OWNER 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 construction of the PROJECT, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract.

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

One Hundred Thirty-Two Thousand Five Hundred Sixty-Seven Dollars and Ninety-Nine Cents.

(\$132,567.99)

Final dollar amount will be computed from actual quantities constructed as verified by the Engineer 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 and the Drawings. 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. Special Provisions
- F. Annual Wage Order
- G. Standard Specifications
- H. Drawings/Location Maps
- I. General Provisions
- J. Bonds/Attachments
 - 1. Performance/Payment Bond
 - 2. Bid Bond

AUTHORITY AND RESPONSIBILITY OF THE ENGINEER:

All work shall be done under the general inspection of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretations of Drawings and 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 Owner and Contractor respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer, or sublet his 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: _____

UNIVERSITY CITY, MISSOURI

Contractor Name: PRIDE MASTER INC

PROPOSAL

THE FOLLOWING PROPOSAL IS HEREBY MADE TO:

City of University City
Administrative Services Department
6801 Delmar Boulevard
University City, Missouri 63130

KNOWLEDGE OF LOCAL CONDITIONS AND CONTRACT DOCUMENTS:

The Undersigned has examined the location of the proposed work, the Drawings, Specifications, and other Contract Documents, and is familiar with the local conditions at the place where the work is to be performed.

BID BOND:

The Bid Bond attached, without endorsement, in the sum of not less than five percent (5%) of the amount of the Proposal is furnished to the Owner as a guarantee that the Contract will be executed and a Contract Bond and Insurance Coverage will be furnished within fifteen (15) calendar days after award of the Contract to the Undersigned.

EXECUTION OF AGREEMENT AND FURNISHING BONDS:

Within fifteen (15) calendar days after being awarded the Contract, the Undersigned agrees to execute the form of the Contract, included as one of the Contract Documents, and to furnish a Contract Bond in an amount equal to 100% of the contract amount to insure the proper and prompt completion of the work in accordance with the provisions of the contract and to insure payment for all labor performed and material consumed or used in the work, and to furnish certificates of insurance. The certificates of insurance shall list the City of University City as additionally insured.

STIPULATED AMOUNT OF BID:

The Undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the construction of the CDBG 2019 Sidewalk and Curb Improvements together with other incidental work, for the following unit bid prices:

(See following pages).

ITEMIZED PROPOSAL

Each bidder shall specify a unit price for each of the separate items listed. The bidder shall show the products of the respective unit prices and quantities in the column provided. In cases of errors or discrepancies in extensions, the unit prices shall govern.

Bid No.	Description	Unit	Quantity	Unit Cost	Extended Cost
1	Mobilization	LS	1	3,175.	3,175.00
2	Traffic Control	LS	1	1,075.	1,075.00
3	Asphalt Patch (BP-2) and Concrete Infill for Curb	SF	154	9.65	1,486.10
4	Concrete Approach, 6" (Remove and Replace, includes aggregate base)	SF	2,494	15.56	38,806.64
5	Concrete Rolled Curb and Gutter, 30" (Remove and Replace, includes aggregate base)	LF	160	31.65	5,064.00
6	Concrete Sidewalk, 4" (Remove and Replace, includes aggregate base)	SF	6,575	10.60	69,695.00
7	Concrete Sidewalk with Integral Curb (Remove and Replace, includes aggregate base)	SF	325	12.95	4,208.75
8	Concrete Curb Ramp, 7" (Remove and Replace, includes aggregate base)	SF	325	16.90	5,492.50
9	Truncated Domes	SF	80	5.00	400.00
10	Restoration (Backfill, Grading, Seeding, Mulching & Fertilization)	LS	1	3,165.	3,165.00
Total Base Bid					132,567.99

UNIVERSITY CITY, MISSOURI

ADDENDA:

The Undersigned hereby acknowledges the receipt of the any and all Addenda by attaching a signed copy of the Addenda to this proposal.

CONTRACT TIME:

If awarded the Contract, the Undersigned agrees to complete the work within **forty-five (45) calendar days** of the commencement of the Contract time, as defined in the General Conditions of the Contract.

RETAINAGE - PAYMENTS TO CONTRACTOR:

From the total amount of work items and material allowances of each estimate, there will be deducted (10%) ten percent. The retained percentage will be released as provide in Section 109 of the Standard Specifications. The net amount due on the estimate will be certified to the City for payment.

LIQUIDATED DAMAGES:

Since time is of the essence in this Contract, it is agreed that the Owner would suffer loss by the failure of the Contractor to have said work completed in all its parts on said day, and as it might be difficult and expensive to accurately compute the amount of such loss, in order to avoid such expense and difficulty, the Contractor expressly covenants and agrees to pay the Owner the sum of \$500.00 per day for each and every day, Sunday and legal holidays only excepted, after said thirty (30) calendar days have expired during or upon which said work or any part thereof remains incomplete and unfinished, not as a penalty but as the liquidated actual losses which the Owner will suffer on account of any failure on the part of the Contractor to have the said work completed in all its parts on said day; and that any sum which may be due the Owner for such losses may be deducted and retained by the Owner from any balance which may be due the Contractor when the said work shall have been finished and accepted as hereinafter provided. It is, however agreed that in case any failure to complete the said work or some part thereof on said day shall be due to any cause beyond the Contractors control, the Engineer may, with the approval of the Owner, grant an extension of time.

If in the opinion of the Engineer any part of the work cannot be carried on to completion because of unsuitable winter weather, work will be suspended by written order and the calendar day count discontinued.

OWNERS RIGHTS RESERVED:

The Undersigned understands that the Owner reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the Owner.

UNIVERSITY CITY, MISSOURI

PREVAILING WAGE RATES:

It is understood that the schedule of prevailing hourly rate of wages as established by the State Government for St. Louis County, Missouri, and included in the Contract Documents, are to govern on this project, and the Undersigned certifies that he has examined this schedule of wage rates and that the prices bid are based on such established wage rates.

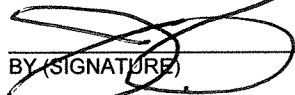
CONTRACTORS DECLARATION:

The Undersigned Bidder hereby represents that he has visited and examined the site of the work and has carefully examined the INVITATION FOR BIDS, INSTRUCTIONS TO BIDDERS, PROPOSAL, CONTRACT, CONTRACT BOND, ALL PROVISIONS AND CONDITIONS FOR THE CONTRACT, SPECIFICATIONS and LOCATION MAPS, and will execute the CONTRACT and perform all its terms, covenants and conditions, and in accordance with the requirements of the Specifications and Drawings.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

PRIDE MASTER, INC.
CONTRACTOR

Jim Komlosy
BY (TYPED OR PRINTED)


BY (SIGNATURE)

PRESIDENT
TITLE

16632 OLD CHESTERFIELD RD.
BUSINESS ADDRESS

CHESTERFIELD, MO. 63017
CITY, STATE, ZIP CODE

636-532-0708
TELEPHONE NUMBER

9/19/22
DATE

PLEASE CHECK, IF APPLICABLE, FOR YOUR COMPANY:

_____ MINORITY OWNED

_____ FEMALE OWNED

UNIVERSITY CITY, MISSOURI

The City of University City, Missouri reserves the right, before any award of the Contract is made, to require of any bidder to whom it may make an award of the Contract, a non-collusion affidavit in the form designated below:

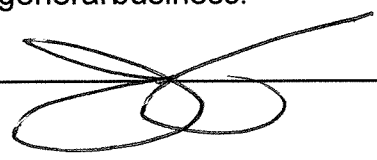
NON-COLLUSION AFFIDAVIT

STATE OF MISSOURI,

COUNTY OF ST. LOUIS,

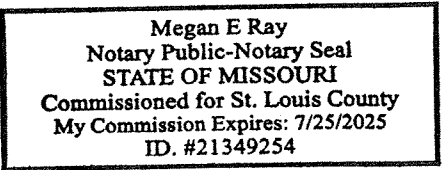
Jim Komlosy, being first duly sworn, deposes and says that he is PRESIDENT* (sole owner, partner, president, secretary, etc.) of PRIDE MASTER, INC., the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or an one else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

(Title)

SIGNED: 

Subscribed and sworn to before me this 19 day of September, 2022.

Seal of Notary



Megan E Ray
Notary Public

SUBCONTRACTOR APPROVAL FORM

This report must accompany and be part of the sealed bid proposal.

Name of Bidder: PRIDE MASTER INC.

Address of Bidder: 16632 OLD CHESTERFIELD RD.

CHESTERFIELD, MO 63017 (636) 532-0708
City State Zip Phone

The above named bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

Names & Addresses of Subcontractors Which the Contractor Anticipates Utilizing	Nature of Participation	\$ Value of Subcontract
<u>WESTFALL HAULLING</u>	<u>MBE</u>	\$ <u>63,635.00</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
	A. Total of Above	\$ <u>63,635.00</u>
	B. Total Bid Amount	\$ <u>132,567.99</u>

Subcontractor Utilization as a % of Total Bid Amount: $(A/B \times 100)$ 48 %

Jim Komlosy
Name Authorized Officer of Bidder

[Signature]
Signature Officer Bidder

9/19/22
Date

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

City of University City Municipal Code, Ordinance number 2.58.010 is as follows:

2.58.010 - Personnel requirements for contractors with city.

A.

Any person, firm or corporation contracting with the city to provide services such as, but not limited to, technical/professional services, street repairs, supplies, building maintenance, at a cost to the city of fifty thousand dollars (\$50,000.00) or more and involving ten or more employees in the work force providing the contracted services, shall, as a condition precedent to the rendition of such services, certify by affidavit filed with the said city that at least twenty (20) percent of the work force providing the contracted services shall consist of workers generally classified as members of minorities and/or female workers. The city council may, under special circumstances such as, for example, situations requiring technical expertise and/or specialization, waive the conditions set forth herein provided, however, that such waiver is justified by a two-thirds vote of the city council.

B.

Any person, firm or corporation contracting with the city to provide services involving payment of one hundred thousand dollars (\$100,000.00) or more in which there are two or more subcontractors shall agree with the city that at least fifteen (15) percent of the total amount of the city's contract shall be allocated to subcontractors who employ workers generally classified as members of minorities and/or female workers.

UNIVERSITY CITY, MISSOURI

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

The City of University City, Missouri requests this information from any bidder AND its subcontractors to whom the City may make an award of the Contract.

This report must accompany and be part of the sealed bid proposal.

1. Name of Bidder: PRIDE MASTER INC.
Address of Bidder: 16632 OLD CHESTERFIELD RD., CHESTERFIELD, MO 63017
City State Zip Phone
(636) 532-0708

For contracts over \$50,000.00 with ten (10) or more workers on the Project;

The above named bidder proposes to use minorities and/or females for this project which will be 48 % of the total work force.

For contracts over \$100,000.00 with two (2) or more subcontractors on the Project;**

1. Name of Subcontractor: _____
Address of Subcontractor: _____
City State Zip Phone

- Number of minorities and/or females employed by this subcontractor _____
- _____% of the total contract dollar amount allocated to this subcontractor

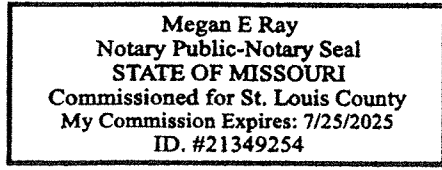
2. Name of Subcontractor: _____
Address of Subcontractor: _____
City State Zip Phone

- Number of minorities and/or females employed by this subcontractor _____
- _____% of the total contract dollar amount allocated to this subcontractor

Signed: _____
(Title)

Subscribed and sworn to before me this 19 day of September, 20 .

Megan E Ray
Notary Public



**Use additional sheets if required.

UNIVERSITY CITY, MISSOURI

CONTRACTOR QUALIFICATION WORKSHEET

List at least five (5) similar projects within the last five years, as General Contractor:

Location	Description of Work	Owner/Agency	Name of Representative	Phone Number	Approximate Contract Cost	Date of Completion
CITY OF UNIVERSITY CITY	SIDEWALKS	PROJECT # 1481, 1429, 1362, 1284	ERROL TATE	(314) 505-8571	\$342,635. 386,185. 450,000. 403,686	7/11/22 1/12/21 9/30/18 7/31/19
CITY OF WELDON SPRING	SIDEWALKS	WELDON SPRING	MIKE PADELLA	(636) 441-2110	\$34,160	1/14/16
UNIVERSITY HEIGHTS SUBDIVISION	SIDEWALKS	U. CITY HEIGHTS	MARK HARVEY	(314) 398-7485	2021+2022 \$57,582. 30,475.	7/10/20 6/29/20
WOODSIDE TRAILS	SIDEWALKS	AMC MGMT.	JEFF STRAUSSER	(314) 291-1450	\$1,900.	11/16/20
GREENDALE MANOR	SIDEWALKS	KEITH MCCracken	AMC MGMT.	(314) 291-1450	\$2,125.	6/14/17

Provide a list of Equipment that is owned by your company:

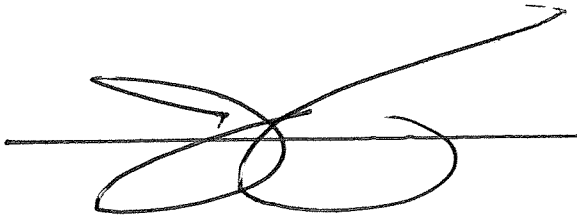
DUMP TRUCK
SKID LOADER
EXCAVATOR

Provide photos of recent projects successfully completed.

OSHA TRAINING PROVISIONS

Missouri law, 292.675 RSMo, requires the Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to City of University City in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

I, Jim Komlosy certify that I have read and understand the provision stated.

A handwritten signature in black ink, appearing to read 'Jim Komlosy', is written over a horizontal line. The signature is stylized with loops and a long horizontal stroke extending to the right.

AFFIDAVIT OF WORK AUTHORIZATION

Comes now (Jim Komlosy) as (PRESIDENT) first being duly sworn, on my oath,
Name Office Held

affirm (PRIDE MASTER INC) is enrolled and will continue to participate in a federal work
Company Name

authorization program in respect to employees that will work in connection with the contracted services
related to (#1490) for the duration of the contract, if awarded in accordance with
Bid Number/Project Name

RSMo Chapter 285.530 (2). I also affirm that (PRIDE MASTER INC) does not and will not
Company Name

knowingly employ a person who is an unauthorized alien in connection with the contracted services
related to (#1490) for the duration of the contract, if awarded.
Bid Number/Project Name

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

[Signature]
Signature (person with authority)

Jim Komlosy
Printed Name

PRESIDENT
Title

9/19/22
Date

Subscribed and sworn to before me this 19 (day) of September (month, year). I am
commissioned as a notary public within the County of University City, State of Missouri, and my
commission expires on 7/25/25 (date).

[Signature]
Signature of notary

9/19/22
Date

St. Louis County Office of Community Development
Workforce Equity Report
OVERVIEW

NOTE TO BIDDERS: You must return ALL applicable forms in this packet with your bid. Failure to do so may result in your bid being disqualified.

The St. Louis County Office of Community Development (OCD) is committed to promoting workforce equity through the administration of funds from the U.S. Department of Housing and Urban Development (HUD). Therefore, the following expectations are in place for all activities funded in whole or in part by OCD community development and housing programs:

Women and Minority Owned Business Participation

Contractors, subcontractors, developers and subrecipients of OCD funding should make every effort possible to utilize certified Women Owned Business Enterprises, referred to as WBEs, and Minority Owned Business Enterprises, referred to as MBEs. St. Louis County has the following aggregate goals for each classification (based on contract dollars):

Construction – 24% MBE, 9.5% WBE
Non-Construction – 16% MBE, 15% WBE

Section 3 Participation

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires recipients of certain HUD financial assistance to provide job training, employment, and contracting, to the greatest extent feasible, for low- or very low-income residents in connection with projects and activities in their neighborhoods. Section 3 is race and gender-neutral and is NOT the same as WBE/MBE.

Contracts over \$100,000 trigger Section 3. When triggered, Section 3 opportunities must be extended to certified residents and businesses to these minimum goals:

1. 30% of the aggregate number of new hires shall be Section 3 residents;
2. 10% of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and
3. 3% of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

Preference for Demonstrating Workforce Equity

St. Louis County and its subgrantees are required by HUD Regulation 24 CFR Part 135 to provide economic opportunities for Section 3 residents and businesses; consequently, preference for contract award shall be given to the bidder using the most qualified Section 3 businesses and/or employees if the bid is reasonable and no more than 10 percent higher than the lowest responsive bid from any qualified source. This benefit applies to ALL projects, even if Section 3 is not triggered.

Programmatic Responsibilities

Contractors and/or Subcontractors are expected to meet the minimum goals listed above (note: Section 3 may not be required for all projects, but participation at the minimum numerical goals is still highly recommended). All efforts to utilize WBE, MBE and Section 3 businesses and residents should be documented, and the OCD Workforce Equity Report should be submitted for all relevant project bids. Submit FORMS 1 & 2 for all projects or FORMS 1-5 for all Section 3-triggered projects at the time of the bid submission or application for funding.

St. Louis County Office of Community Development
Workforce Equity Report
FORM 1 – ASSESSMENT AND CERTIFICATIONS

This form is required for ALL projects and must be submitted with bid or application for funding.

Project Information

Project Name:	PWST19-1490 SIDEWALK & CURB IMPROVEMENT
Project Location or Address(es):	UNIVERSITY CITY - VARIOUS LOCATIONS

Developer/Contactor/Subcontractor Information:

Name of Firm: PRIDE MASTER INC	Address: 16632 OLD CHESTERFIELD RD
Authorized Representative: JIM KOMLOSY	Title: PRESIDENT
Phone: (636) 532-0708	Email: pridemaster@accessus.net

1. Check all that apply to your business: Certified Section 3 Certified MBE Certified WBE
2. Will you be hiring new employees or providing new training opportunities because of this contract? YES NO
3. Will you be using subcontractors to complete this project? YES NO

If YES, what percent of your contract amount will be subcontracted to Section 3 certified businesses? 0 % MBE ⁴
4. Is your bid/contract/subcontract amount greater than \$100,000? YES NO

If YES, Section 3 requirements will be fully enforced on this project. Failure to comply may result in the suspension of funding. Please complete the certifications below and submit FORMS 1-5 with your bid or application for funding.

If NO, Section 3 participation is strongly encouraged but not required. Please attempt to meet the Section 3 goals to the greatest extent feasible. You must still complete the certifications below as applicable and return Forms 1 & 2 with your bid or application for funding.

Certifications		YES	NO	N/A
All Projects:	I understand the goals for MBE/WBE participation and I have completed FORMS 1 & 2.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	By completing and signing this form, I agree to comply with all applicable requirements of the Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I have confirmed that all subcontractors on this project meet E-Verify requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Projects over \$100K:	I have included the Section 3 Clause (FORM 6) in all subcontracts and included a sample subcontract with my bid.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand that I am required to submit Section 3 reports as required, including quarterly/final (FORMS 7, 7A and 7B), and year end reporting.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I agree that our company has made and will continue to make efforts "to the greatest extent feasible" to comply with Section 3 as required by HUD.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand the minimum numerical goals for Section 3 participation and I have completed FORMS 1 thru 5.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I declare under penalty of perjury, under the laws of the State of Missouri and the County of St. Louis, that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of OCD funding.

Authorized Representative Signature

9/19/22
Date

St. Louis County Office of Community Development

Workforce Equity Report

FORM 2 – SUBCONTRACTOR INFORMATION

This form is required for ALL projects and must be submitted with bid or application for funding. List ALL subcontractors who attach additional sheets if necessary. Include a current certification letter for all subcontractors identified below as MBE, WBE

No.	Subcontractor Name	Subcontractor Address	Trade	Check all that apply:			Separate Workforce Equity Report required (Subcontracts > \$100K)
				Certified MBE	Certified WBE	Certified Section 3	
1	WESTFALL HAULING	17105 CHURCH CHESTERFIELD, MO	HAULING	✓			
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							TC

*Non-construction includes professional service contracts associated with construction (i.e. architectural, engineering, legal services, accounting, marketing)

Type	Total Subcontracts	Section 3			MBE		
		Amount	Actual	Goal	Amount	Actual	Goal
Construction	\$ 63,635.	\$	%	10%	\$ 63,635	48%	24%
Non-Construction	\$	\$	%	3%	\$	%	16%

St. Louis County Office of Community Development
 Workforce Equity Report
 FORM 3 – WORKFORCE AND NEW HIRE INFORMATION

This form is required for all Section 3-triggered projects (over \$100,000) and must be submitted with bid or application for funding.

Step 1: In the table below, list ALL positions needed for the proposed project (not just new hires). Prime or General Contractors should include the workforce of any subcontractors who are not submitting a separate Workforce Equity Report. (Only subcontractors with subcontracts greater than \$100,000 are required to submit a Workforce Equity Report.)

Note: To be considered an eligible Section 3 Resident for the purposes of this form, certification must be verified prior to award of the contract.

Subcontractor (if applicable)	Job Category (i.e. laborer, carpenter, etc.)	Estimated Positions Needed for Project	# of Positions Occupied by Permanent Employees	Est. # of Positions to be filled with Section 3 Residents	Est. # of Positions to be filled with non-Section 3 Residents
TOTALS					

Step 2: Calculate the percentage of Section 3 new hires in the table below.

A. Estimated Total Number of New Hires	B. Estimated Number of Section 3 New Hires	SECTION 3 COMPLIANCE CALCULATION	
		ACTUAL (Divide column B by column A)	GOAL
0		_____ %	30%

St. Louis County Office of Community Development
 Workforce Equity Report
 FORM 4 – CONTRACTOR’S PERMANENT EMPLOYEE LISTING

This form is required for all Section 3-triggered projects (over \$100,000) and must be submitted with bid or application for funding. Please include a list of current permanent employees (both full and part-time) employed at your business as of the signature date on FORM 1. A computer-generated employee registry can be provided in lieu of this form as long as it includes the employee name and job category.

No.	Name of Employee	Job Category
1	B. BURLISON	LABORER
2	J. KOMLOSY	PRESIDENT
3	A. NEWCOMB	LABORER
4	D. PEDROLEY	LABORER
5	M. RAY	LABORER
6	D. WOOLFORD	LABORER
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		

Please note that your business may be eligible for Section 3 Business certification if at least 30% or more of your employees qualify under one of the following categories below:

- A legal resident of public housing, OR
- An individual whose household meets the HUD income eligibility guidelines listed below for a low- or very low-income person, OR
- A HUD YouthBuild participant

2019 Income Limits for the St. Louis metro area as published by HUD (subject to change annually):

1 person household	2 person household	3 person household	4 person household	5 person household	6 person household	7 person household	8 person household
\$45,550	\$52,050	\$58,550	\$65,050	\$70,300	\$75,500	\$80,700	\$85,900

St. Louis County Office of Community Development
Workforce Equity Report
FORM 5 – DOCUMENTATION OF EFFORTS

This form is required for all Section 3-triggered projects (over \$100,000) and must be submitted with bid or application for funding. Please fill this out completely. Submissions with blank or incomplete answers will not be approved. Attach additional pages if needed.

1. Describe all efforts made to contract/subcontract with Women and Minority Owned Businesses.

Required Attachments

- Copies of all publications, notices, pictures of posted notices, and any other outreach materials utilized.
- A list of all WBE and MBE firms that responded to your outreach efforts (e.g. bids solicited, bids received, etc.); were any of them hired? If not, please explain why.

phone solicitation -
MBE responded: WESTFALL HAULLING INC.

2. Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 Residents. Attach additional pages if needed.

Required Attachments

- Attach copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.
- Include a list of all Section 3 Residents that responded to your responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.

NONE

St. Louis County Office of Community Development
Workforce Equity Report
FORM 5 – DOCUMENTATION OF EFFORTS (CONTINUED)

3. Describe all efforts made to notify Section 3 Businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

Required Attachments

- Section 3 Business List used in solicitation. Must have been provided by OCD or affiliated partner prior to solicitation and should be no more than 30 days old at the time of solicitation.
- List of Section 3 Business included in solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
- List of Section 3 Business that responded to your solicitation and/or outreach efforts; were any of them hired? If not, please explain why.
- Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.

NONE

4. Describe all efforts made to determine if any contractors on this project (including the general contractor, subcontractor, and any third-tier subcontractors) qualify as Section 3 Businesses. List below contractors who may qualify as Section Businesses and their contact information.

Required Attachments

- Signed Section 3 Business Outreach Form (FORM 8) for all subcontractors. Forms must be less than 1 year old at time of plan submissions unless waived by the Office of Community Development.

NONE

5. If there will be job opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding job opportunities.

St. Louis County Office of Community Development
Workforce Equity Report
FORM 6 – SECTION 3 CLAUSE

All Section 3 covered contracts and subcontracts (over \$100,000) must include the following clause:

- I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- V. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- VI. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

St. Louis County Office of Community Development
Workforce Equity Report
FORM 7 – SECTION 3 PROJECT REPORT

This form is required for all Section 3-triggered projects (over \$100,000) and must be submitted on the following schedule:

Quarterly

January – March: Due April 15th
April – June: Due July 15th
July – September: Due October 15th
October – December: Due January 15th

Final

Must cover the entire project from start date to completion date. Final report is due 30 days after completion.

Project Name:	Contractor:
Project Location:	Report Type: <input type="checkbox"/> Quarterly <input type="checkbox"/> Final
Reporting Period Start Date:	Reporting Period End Date:

I. SECTION 3 CONTACT INFORMATION

Section 3 Contact Name:	
Phone:	Email:

II. NEW HIRES – Report the number of new hires and/or Section 3 trainees for this reporting period. Attach FORM 7A – NEW HIRE EMPLOYEE REPORT.

A. Number of new hires this period	B. Number of Section 3 new hires this period	% Section 3 (Divide column B by column A)	Number of Section 3 Trainees (This only applies to <u>new</u> training opportunities created)

III. SUBCONTRACTS – Report the number of construction and non-construction subcontracts awarded for this reporting period. Attach FORM 7B – SUBCONTRACTOR ACTIVITY REPORT.

Type	Contracts Totals	Section 3 Contract Totals and %	
Construction	\$	\$	%
Non-Construction	\$	\$	%
Total	\$	\$	%

IV. EFFORTS – Please attach additional pages describing any efforts made to increase Section 3 participation for this reporting period.

I declare under penalty of perjury, under the laws of the State of Missouri and the County of St. Louis, that all statements contained in this report and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation.

Signature: _____

Date: _____

Print Name: _____

Title: _____

St. Louis County Office of Community Development

Workforce Equity Report

FORM 7A – NEW HIRE EMPLOYEE REPORT

This form is required for all Section 3-triggered projects (over \$100,000) and must be submitted on the same schedule as a REPORT.

PROJECT NAME: <i>PWST 19-1490 SIDEWALK</i>	CONTRACTOR: <i>PRIDE MAST</i>
PROJECT LOCATION: <i>+ CURB IMPROVEMENTS UNIVERSITY CITY</i>	REPORTING PERIOD:

Instructions: Please provide the following information for ALL new hires, including those from subcontractors, who were hired. The list should include all new hires, regardless of whether the employee is a Section 3 resident.

No.	NAME/ADDRESS	HIRE DATE	TERMINATION DATE (if applicable)	EMPLOYER	JOB CATEGORY/TR.
1	John Smith, 123 Main Street, 63100	4/1/18		XYZ Demolition	Laborer
2	<i>NONE</i>				
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

*For any Section 3 Residents please attach copy of their Section 3 Certification letter (from St. Louis County OCD of the City of St. Louis CDA) or a com

St. Louis County
Office of Community Development
WORKFORCE EQUITY REPORT FORM 7B – SUBCONTRACTOR ACTIVITY REPORT

This form is required for all Section 3-triggered projects and must be submitted on the same schedule as FORM 7 – SECTION 3

PROJECT NAME: PWST19-1490 SIDEWALK & CURB	CONTRACTOR: PRIDE MASTER
PROJECT LOCATION: IMPROVEMENTS IN UNIVERSITY CITY	REPORTING PERIOD:

Instructions: Please provide the following information for ALL businesses that were awarded subcontracts during this reporting period. Attach a copy of the certification letter for all subcontractors identified below as MBE, WBE or Section 3.

No.	Subcontractor Name	Subcontractor Address	Trade	Check all that apply:			Separate Workforce Report required (Subcontract value > \$100)
				Certified MBE	Certified WBE	Certified Section 3	
1	WESTFALL HAULING		HAULING	<input checked="" type="checkbox"/>			
2		17105 CHURCH RD					
3		CHESTERFIELD, MO.					
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							

*Non-construction includes professional service contracts associated with construction (i.e. architectural, engineering, legal services, accounting, etc.)

St. Louis County Office of Community Development
FORM 8 – SECTION 3 BUSINESS OUTREACH FORM

Please complete this form to determine if your business may qualify as a Section 3 Business. Businesses that qualify will be contacted by OCD’s Section 3 Coordinator to complete a Section 3 Business Application and asked to provide additional documentation to verify their status as a Section 3 Business.

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (24 CFR Part 135) that requires recipients of certain HUD financial assistance, to the greatest extent possible, to provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhood.

A business can qualify as Section 3 if:

- It is 51% or more owned by a Section 3 Resident(s), OR
- At least 30% of its permanent, full-time employees are currently Section 3 residents, or were with within 3 years of the date of first employment, OR
- It has provided evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to Section 3 Businesses.

A Section 3 Resident is defined as an individual who is:

- A legal resident of public housing, OR
- An individual whose household meets the HUD income eligibility guidelines listed below for a low- or very low-income person, OR
- A HUD YouthBuild participant.

2019 Income Limits for the St. Louis metro area as published by HUD (subject to change annually):

1 person household	2 person household	3 person household	4 person household	5 person household	6 person household	7 person household	8 person household
\$45,550	\$52,050	\$58,550	\$65,050	\$70,300	\$75,500	\$80,700	\$85,900

Subcontractor Information

Company Name:		
Contact Person:		
Address:		
City:	State:	Zip:
Phone:	Email:	

- I have reviewed the above information and my business MAY QUALIFY as a Section 3 Business. Please contact me about completing an application.
- I have reviewed the above information and my business DOES NOT QUALIFY as a Section 3 Business.

Signature of Business Owner

Date

9/19/22

Please return completed forms to:
St. Louis County Section 3 Program
41 S. Central Ave, 5th Floor, Clayton, MO 63105
(314) 615-8672 | section3@stlouisco.com

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Pride Master, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal

Company ID Number: 148736

Darlene Pedrolely

Name (Please type or print)

Title

Electronically Signed

09/01/2008

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

09/01/2008

Signature

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Crawford-Butz & Associates, 9700 Mackenzie Road, Suite 120, St. Louis, MO 63123
CONTACT NAME: Abbie Price
PHONE (A/C, No, Ext):
E-MAIL ADDRESS: Abbie.Price@CrawfordButz.com
INSURER(S) AFFORDING COVERAGE: INSURER A: OHIO SECURITY INSURANCE CO, INSURER B: OHIO CASUALTY INS CO, INSURER C: FIRST DAKOTA INDEMNITY COMPANY, INSURER D, INSURER E, INSURER F

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: City of University City, 6801 Delmar Blvd, University City, MO 63130
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



Cashier's Check

2400246821

80-942
810

REMITTER: Pride Master

September 16, 2022

PAY TO THE
ORDER OF: City Of University City

*****6,628.40

SIX THOUSAND SIX HUNDRED TWENTY EIGHT DOLLARS AND FORTY CENTS

DOLLARS



Security
Features
Details on
Back

MEMO: 5% Bid Bond
Issued by First Bank, St. Louis, MO 63141

Carol Whiteaker
AUTHORIZED SIGNATURE

855

⑈ 2400 2468 21 ⑈ ⑆ 08 10094 28 ⑆ 980084 7 1 18 ⑈

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ hereinafter called
the Principal, as Principal, and the _____
_____ of _____,
a corporation duly organized under the laws of the State of _____,
hereinafter called the Surety, as Surety, are held and firmly bound unto _____
_____ hereinafter called the Obligee, in the sum of _____
_____ dollars
(\$ _____), for the payment of which sum well and truly to be made, the said Principal
and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

_____.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter
into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds
as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful
performance of such Contract and for the prompt payment of labor and material furnished in the
prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond
or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty thereof between
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract
with another party to perform the work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

UNIVERSITY CITY, MISSOURI

SIGNED AND SEALED this _____ day of _____, A.D., 2022.

In the presence of:

PRINCIPAL (SEAL)

WITNESS

TITLE

SURETY (SEAL)

WITNESS

TITLE

Project Name: CDBG 2019 Sidewalk and Curb Improvements

Sponsor: University City, Missouri

City #: PWST19-1490

Cochran #: SC22-1417

Bid Date: September 20, 2022

				Pride Master Inc.	
Bid No.	Description	Unit	Quantity	Unit Cost	Extended Cost
1	Mobilization	LS	1	\$3,175.00	\$3,175.00
2	Traffic Control	LS	1	\$1,075.00	\$1,075.00
3	Asphalt Patch (BP-2) and Concrete Infill for Curb	SF	154	\$9.65	\$1,486.10
4	Concrete Approach, 6" (Remove and Replace, includes aggregate base)	SF	2,494	\$15.56	\$38,806.64
5	Concrete Rolled Curb and Gutter, 30" (Remove and Replace, includes aggregate base)	LF	160	\$31.65	\$5,064.00
6	Concrete Sidewalk, 4" (Remove and Replace, includes aggregate base)	SF	6,575	\$10.60	\$69,695.00
7	Concrete Sidewalk with Integral Curb (Remove and Replace, includes aggregate base)	SF	325	\$12.95	\$4,208.75
8	Concrete Curb Ramp, 7" (Remove and Replace, includes aggregate base)	SF	325	\$16.90	\$5,492.50
9	Truncated Domes	SF	80	\$5.00	\$400.00
10	Restoration (Backfill, Grading, Seeding, Mulching & Fertilization)	LS	1	\$3,165.00	\$3,165.00
Total Base Bid				<u><u>\$132,567.99</u></u>	



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

NUMBER: <i>For City Clerk Use</i>	CA20221024-04
--------------------------------------	---------------

SUBJECT/TITLE: Tree Removal Contract			
REQUESTED BY: Darren Dunkle		DEPARTMENT / WARD Parks, Recreation & Forestry 1&2	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Move to approve the agreement with Monster Tree Service and authorizes the City Manager to execute to contract contained in Council's packet.			
FISCAL IMPACT: \$124,806.00			
AMOUNT:	\$124,806.00	ACCOUNT No.:	12-40-90-8100
FROM FUND:		TO FUND:	12-40-90-8100
EXPLANATION: Funds in the amount of \$125,000.00 have been allocated with the City's CIP program for the removal of hazard trees within the community.			

STAFF COMMENTS AND BACKGROUND INFORMATION: The City advertised for bids for the Tree Removals 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 23-02
RELATED ITEMS / ATTACHMENTS: 1. Contract 2. Bid Tabulation 3. Hazardous Removal Recommendation	

LIST CITY COUNCIL GOALS (S): Community Quality of Life and Amenities

RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	October 24, 2022
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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 Monster Tree Service, a Missouri Company with offices at 2104 S. Warson Road, St. Louis, MO 63124 (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to proceed with Project No. PRF23-02 – Tree Removal Project, hereinafter called the PROJECT, in accordance with the Specifications and Contract Documents prepared by the City of University City.

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

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

- a. Contract Time: Work under this Agreement shall be commenced upon written Notice to Proceed and shall be completed within thirty (90) 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:

One Hundred Twenty-Four Thousand Eight Hundred Six Dollars

(\$124,806.00 _____) NUMBERS

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

CONTRACT DOCUMENTS:

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

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

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

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

SUCCESSORS AND ASSIGNS:

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

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

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

(SEAL)

Attest:

Title: _____

By (signature): _____

Contractor (print): _____

Date: _____

CITY OF UNIVERSITY CITY

By: _____
City Manager

Date: _____

**TREE REMOVAL PROJECT
 BID TABULATION 10/11/22**

Company	Total Bid	Bid Bond
Monster Tree Service	\$181,634.00	X
Gamma Tree Experts	\$197,670.00	X
Omni Tree Service	\$202,800.00	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.**



Department of Public Works and Parks

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

Recommendation Hazardous Tree Removal PRF23-02

To: Darren Dunkle-Deputy Director of Parks and Forestry

From: Jacob Kaiser- Forestry Supervisor

I am recommending that Monster Tree Service be granted the Hazardous Tree Removal contract with the items below removed from the base bid.

Item	Description	Total
2	961 Abbeville Dr	900
3	7724 Ahern ave	900
8	7700 Amherst	900
10	8543 Appleton dr	1800
11	7401 Balson ave	1350
13	7316 Balson Ave	990
17	858 Berick ave	1620
21	8025 Blackberry ave	990
27	8607 Brookshire Ln	810
31	7350 Chamberlain ave	1440
32	6301 Clemens ave	990
36	7601 Cornell ave	1080
39	8342 Delcrest Dr	1260
40	8501 Delmar Blvd	1170
41	8501 Delmar Blvd	1170
42	8501 Delmar Blvd	900
43	7331 Dorset ave	630
45	6275 Enright ave	630
48	1429 Forest Green Ct	1350
50	933 Gay ave	900
52	900 Jeanerette dr	990
57	7124 Kingsbury Blvd	900
59	894 Leland ave	540
60	876 Leland ave	1080
64	166 Linden ave	1170
65	230 Linden ave	945
85	1524 N Jackson ave	1170
86	970 N Jackson ave	945

89	7578 Olive Blvd	540
90	8341 Olive Blvd	720
91	8319 Olive Blvd	1080
93	8322 Orchard ave	900
37	7122 Pershing ave	990
101	8411 Richard ave	900
106	7900 Stanford ave	1800
107	8435 Stanford ave	2053
111	712 Swarthmore ln	2143
115	7310 Tulane ave	1558
116	8112 Tulane ave	1513
122	365 W Point Ct	1513
123	1227 Waldron ave	2503
124	6808 Wahsington ave	1513
126	7201 Westmoreland dr	2143
127	7211 Westmoreland dr	1963
128	7106 Westmoreland dr	1918
129	1060 Wilson ave	1558
	Total Dollar Amount Removed	56828
	Total Contract Price After Items Removed	124806



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

NUMBER: <i>For City Clerk Use</i>	CM20221024-01
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SUBJECT/TITLE: Discussion of Fox 2 News - XXXX Creveling Drive			
REQUESTED BY: City Manager, Gregory Rose		DEPARTMENT / WARD Administration	
AGENDA SECTION:	City Managers Report	CAN ITEM BE RESCHEDULED?	yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:			
FISCAL IMPACT:			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: This agenda item ask the Mayor and Council to recieve a presentation on the notice of violations at XXXX Creveling Drive and how this information was presented on Fox News.			

STAFF COMMENTS AND BACKGROUND INFORMATION:
--

CIP No.	
RELATED ITEMS / ATTACHMENTS: - Violation Notifications - Associated Photos	

LIST CITY COUNCIL GOALS (S): Community Quality of Life and Amenities

RESPECTFULLY SUBMITTED:	City Manager, Gregrory Rose	MEETING DATE:	October 24, 2022
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Planning & Development

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

September 23, 2022

ID #: 22-02524

[REDACTED]
[REDACTED] Creveling Dr
Saint Louis, MO 63130

Re: Environmental Exterior Violations at [REDACTED] Creveling

Dear [REDACTED]:

The City of University City is committed to maintaining high quality neighborhoods and an excellent community environment. Our citizens expect us to do everything we can in this regard. We know this objective can only be achieved through the cooperation of everyone involved.

Your property at [REDACTED] Creveling was visited on September 22, 2022 and found to be in violation of the City of University City Municipal Code. Specifically:

Condition: Grass/ Weeds/ Voluntary Growth

Exterior - Environmental

-- Grass/ Weeds/ Voluntary Growth - (Nuisances)

- It is unlawful for any owner, lessee or occupant or any agent, servant, representative or employee of such owner, lessee or occupant of any lot, ground or premises or any part thereof to allow or maintain a growth of any weeds or turf grasses to a height of seven (7) inches or more upon any lot, land or premises in the City or upon the street or upon the right-of-way adjoining such premises or upon any adjoining sidewalk, excepting unimproved parcels of land upon which a maximum growth of weeds or grasses shall be not more than twelve (12) inches in height. Weeds and turf grasses that exceed the height restrictions contained in this Section shall be declared a public nuisance. (220.290-302.4.91)

In/around flower beds...

Directly contact your inspector Cherie Young at (314) 505-8522 to ask questions, discuss your specific violations and abatement, or to request an extension.

All violations shall be corrected, or a request for extension made prior to Oct 2, 2022. If there is an extension needed, we must be able to verify that there has been some progress made on the existing violations. Once the violations listed are corrected please contact the Planning & Development Department at (314) 505-8500 to schedule a re-inspection.

Failure to resolve violations, or request extension prior to deadline date, may result in this matter being referred to the courts.

Again, the City's objective is to ensure a desirable living environment. We depend on property owners like you to



Planning & Development

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

work with us. Thank you in advance for your cooperation.

Sincerely,

Cherie Young



Planning & Development

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

September 28, 2022

ID #: 22-02573

[Redacted]
Creveling Dr
Saint Louis, MO 63130

Re: Trees and Shrubs at [Redacted] Creveling

Dear [Redacted]

The City of University City is committed to maintaining high quality neighborhoods and an excellent community environment. Our citizens expect us to do everything we can in this regard. We know this objective can only be achieved through the cooperation of everyone involved.

Your property at [Redacted] Creveling was visited on September 27, 2022 and found to be in violation of the City of University City Municipal Code. Specifically:

- Condition:** 1. Vegetation Blocking Public/ Private Property
- 2. Vegetation - Damaging Property
- 3. Low Hanging Tree Limbs Public/ Private

Trees and Shrubs

- Low Hanging Tree Limbs Public/ Private
 - Every owner of any private tree overhanging any street or right-of-way within the City Limits shall prune such tree so that branches shall not severely obstruct the light from a street light or obstruct the view of any street intersection. The minimum clearance of any overhanging portion of a tree shall be nine (9) feet, except where greater clearance is designated by the City Forester. Every owner shall remove all dead, decayed, diseased or hazardous private trees which may endanger any person or adjacent property. (505.180)

Vegetation overhanging street, driveway, home... required

- Vegetation - Damaging Property
 - Vegetation shall not damage property. Remove vegetation(Tree limbs on Roof, Voluntary Growth on Fences, Voluntary Growth @ Foundation, Etc.). (240.020-302.4)

Vegetation should not grow against or on top of house. All vegetation should be removed from all fencing. Remove or trim back all as needed.

Vegetation growing on/along roof... cut back 2'

- Vegetation Blocking Public Way
 - Trees, shrubs or other plant material shall not impede any public view, vehicular or pedestrian way.



Planning & Development

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

(240.020-302.4 and 302.4.91)

Vegetation overhanging street, driveway, home...

Directly contact your inspector Cherie Young at (314) 505-8522 to ask questions, discuss your specific violations and abatement, or to request an extension.

All violations shall be corrected, or a request for extension made prior to Oct 28, 2022. If there is an extension needed, we must be able to verify that there has been some progress made on the existing violations. Once the violations listed are corrected please contact the Planning & Development Department at (314) 505-8500 to schedule a re-inspection.

Failure to resolve violations, or request extension prior to deadline date, may result in this matter being referred to the courts.

Again, the City's objective is to ensure a desirable living environment. We depend on property owners like you to work with us. Thank you in advance for your cooperation.

Sincerely,

Cherie Young













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

NUMBER: <i>For City Clerk Use</i>	CM20221024-02
--------------------------------------	---------------

SUBJECT/TITLE: (Revised 10/24/2022) - Market at Olive Update			
REQUESTED BY: City Manager, Gregory Rose		DEPARTMENT / WARD Administration	
AGENDA SECTION:	City Managers Report	CAN ITEM BE RESCHEDULED?	yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:			
FISCAL IMPACT:			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: This agenda item asks the Mayor and Council to receive an update on the Market at Olive Development and provide direction.			

STAFF COMMENTS AND BACKGROUND INFORMATION: Developers Request: 1. Abatement of 50% of the personal property taxes during the remaining life of the TIF. 2. Elimination of the commercial surcharge applicable to this parcel of land. 3. A CID assessment whereby Dierbergs pays a fixed amount annually, in lieu of regularly assessed real estate tax payments (or PILOTs) in the amount of the attached schedule. This becomes a guaranteed revenue stream to help pay off the TIF Notes.
--

CIP No.	
RELATED ITEMS / ATTACHMENTS: 1. Impact Analysis Dierbergs Project, 2. Dierbergs - Chapter 100 Program Proposal 3. Oct 19 2022 memo 4. Oct 10 2022 memo 5. Sept 20 memo 6. Dierbergs Chapter 100 Request presentation (10/24/2022)	

LIST CITY COUNCIL GOALS (S): Economic Development	
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose
MEETING DATE:	October 24, 2022



CITY OF UNIVERSITY CITY DIERBERGS PROJECT

IMPACT ANALYSIS

**DEVELOPMENT
DYNAMICS**

October 19, 2022

Table of Contents

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Conditions and Assumptions	8

**SECTION 1
INTRODUCTION**

CITY OF UNIVERSITY CITY – OLIVE BOULEVARD COMMERCIAL CORRIDOR & RESIDENTIAL CONSERVATION REDEVELOPMENT AREA – RPA 1

The projections provided in this Impact Analysis outline the financial impact of developing a Dierbergs supermarket along with two out-parcels and equating the impact for the City of University City, Missouri (the “City”) and the University City School District (the “School District”). The parcels under consideration are included within the Olive Boulevard Commercial Corridor & Residential Conservation Redevelopment Area – RPA1 (the “TIF”). The TIF captures certain new incremental tax revenues resulting from the projects that are deposited into a Special Allocation Fund and used to reimburse the developer for TIF approved project costs. Monies deposited into the special allocation fund include all local real property tax revenues and 50% of local economic activity taxes (EATS) which primarily represent sales tax revenues. The TIF is already in place and as a result, local taxing jurisdictions do not receive these new taxes. Therefore, this Impact Analysis provides an estimate of tax revenue changes not already captured by the TIF, should a Missouri Chapter 100 be put implemented for this development.

There are two tax revenues impacted by a Missouri Chapter 100 that are not captured within a TIF. The first is personal property tax. Personal property tax is not included in the tax revenues redirected into the Special Allocation Fund for TIF. The second revenue stream is the Commercial Surcharge, which is excluded as a TIF revenue.

This Impact Analysis provides an estimate of the new tax revenue values resulting for the City and the School District. Table 1 demonstrates the personal property and commercial surcharge tax impacts. The impacts are based on those tax revenues not already incentivized via the TIF.

Table 1 - Personal Property & Commercial Surcharge Impact Summary

	Personal Property Tax	Commercial Surcharge	Total Impact
City of University City	\$ 32,010	\$ 68	\$ 32,078
University City School District	\$ 216,587	\$ 11,305	\$ 227,891

Impacts were further analyzed by estimating what a typical big box contribution would equate to instead of a Dierbergs supermarket. The comparative analysis shows the impact of a Dierbergs is double that of a standard big box development due to the additional anticipated personal property investments.

The commercial surcharge is not an allowable revenue source for capture within TIF. The commercial surcharge is \$1.70 per \$100 of equalized assessed value of commercial real property. The allocation of the \$1.70 is based on distribution percent factors, established by St. Louis County. The factors for the City and School District are calculated in Table 1 above. The impact is negligible.

Sales / Use Tax

To implement the Project, the City will purchase, or cause to be purchased, the qualified building materials necessary to construct the Project Improvements. As a result, those purchases will be exempt from sales tax pursuant to the Act. In addition, the purchase and lease of the Project Equipment may be exempt from sales tax pursuant to Section 144.054 of the Revised Statutes of Missouri, as amended, if approved by the Missouri Department of Economic Development.

For purposes of determining the impact of the sales tax exemption on the affected taxing districts, it was assumed that:

(a) The applicable sales tax rate is 10.2380%, of which 4.225% is allocated to the State, 2.5130% to the County, 2.500% to the City, and 1.000% to The Markets at Olive Community Improvement District (CID);

(b) The estimated direct costs of the project are \$8,855,100. Approximately thirty-five percent of the hard costs, \$3,099,285, were allocated as taxable construction materials. None of the construction material purchases would otherwise be subject to City sales taxes, approximately twenty-five percent (25%) of the construction material purchases would otherwise be subject to County sales taxes, and approximately one-hundred percent (100%) of the construction material purchases would otherwise be subject to State sales and use taxes; and

(c) For purposes of determining the impact of the Project Equipment sales tax exemption, we have assumed the furnishings, furniture and equipment will be taxed as thirty-five percent (35%) of the cost was allocated as taxable purchases and approximately sixty-five percent (65%) was determined to be non-taxable as a result of costs associated with labor, installation, and other charges for which sales taxes do not apply. It is estimated that no Project Equipment purchases will occur within the City or County and with a Missouri use tax being applied to the Project Equipment purchases.

Any variance to the numbers stated above will alter the net fiscal impact of the sales tax exemption on the affected taxing districts; however, based upon these assumptions and estimates, the net fiscal impact of the sales/use tax exemption is approximately \$373,124 and is allocated as follows:

Table 2 - Sales/Use Tax Estimates

	% Acquired in Jurisdiction	Construction Materials	% Acquired in Jurisdiction	Project Equipment	Total
State of Missouri	100%	\$ 130,945	100%	\$ 222,708	\$ 353,653
St. Louis County	25%	\$ 19,471	0%	\$ -	\$ 19,471
City of University City	0%	\$ -	0%	\$ -	\$ -
The Markets at Olive CID	0%	\$ -	0%	\$ -	\$ -
TOTALS		\$ 150,416		\$ 222,708	\$ 373,124

SECTION 2
Impact Analysis

Table 3 - Personal Property Tax Impact

Personal Property Tax Impact-Dierbergs Project											
Year	1	2	3	4	5	6	7	8	9	10	
Equalized Assessed Value of Personal Property	\$ 1,568,711	\$ 1,232,594	\$ 968,521	\$ 753,283	\$ 538,053	\$ 322,883	\$ 175,689	\$ 175,689	\$ 175,689	\$ 175,689	
Total Personal Property Tax	\$ 150,228	\$ 118,039	\$ 92,750	\$ 72,138	\$ 51,527	\$ 30,921	\$ 16,825	\$ 16,825	\$ 16,825	\$ 16,825	
50%	\$ 75,114	\$ 59,020	\$ 46,375	\$ 36,069	\$ 25,763	\$ 15,460	\$ 8,412	\$ 8,412	\$ 8,412	\$ 8,412	
City of University City	0.6200	\$ 6,863	\$ 5,393	\$ 4,237	\$ 3,296	\$ 2,354	\$ 1,413	\$ 769	\$ 769	\$ 769	
University City School District	4.6963	\$ 46,437	\$ 36,487	\$ 28,670	\$ 22,299	\$ 15,927	\$ 9,558	\$ 5,201	\$ 5,201	\$ 5,201	

Personal Property Tax - Alternate Retailer											
Year	1	2	3	4	5	6	7	8	9	10	
Alternate Retailer Personal Property Analysis	\$ 744,009	\$ 584,608	\$ 459,371	\$ 357,298	\$ 255,224	\$ 153,151	\$ 83,325	\$ 83,325	\$ 83,325	\$ 83,325	
Total Personal Property Tax - Alternate Retailer	\$ 71,250	\$ 55,985	\$ 43,992	\$ 34,217	\$ 24,442	\$ 14,667	\$ 7,980	\$ 7,980	\$ 7,980	\$ 7,980	
50%	\$ 35,625	\$ 27,993	\$ 21,996	\$ 17,108	\$ 12,221	\$ 7,333	\$ 3,990	\$ 3,990	\$ 3,990	\$ 3,990	
City of University City	0.6200	\$ 3,255	\$ 2,558	\$ 2,010	\$ 1,563	\$ 1,117	\$ 670	\$ 365	\$ 365	\$ 365	
University City School District	4.6963	\$ 22,024	\$ 17,306	\$ 13,598	\$ 10,577	\$ 7,555	\$ 4,534	\$ 2,467	\$ 2,467	\$ 2,467	

Personal Property Tax Impact-Dierbergs Project												
Year	11	12	13	14	15	16	17	TOTAL	NPV @6.0%			
Equalized Assessed Value of Personal Property	\$ 175,689	\$ 175,689	\$ 175,689	\$ 175,689	\$ 175,689	\$ 175,689	\$ 175,689					
Total Personal Property Tax	\$ 16,825	\$ 16,825	\$ 16,825	\$ 16,825	\$ 16,825	\$ 16,825	\$ 16,825	\$ 700,677	\$535,641			
50%	\$ 8,412	\$ 8,412	\$ 8,412	\$ 8,412	\$ 8,412	\$ 8,412	\$ 8,412	\$ 350,338	\$267,820			
City of University City	\$ 769	\$ 769	\$ 769	\$ 769	\$ 769	\$ 769	\$ 769	\$ 32,010	\$24,471			
University City School District	\$ 5,201	\$ 5,201	\$ 5,201	\$ 5,201	\$ 5,201	\$ 5,201	\$ 5,201	\$ 216,587	\$165,572			

Personal Property Tax - Alternate Retailer												
Year	11	12	13	14	15	16	17	TOTAL	NPV @6.0%			
Alternate Retailer Personal Property Analysis	\$ 83,325	\$ 83,325	\$ 83,325	\$ 83,325	\$ 83,325	\$ 83,325	\$ 83,325					
Total Personal Property Tax - Alternate Retailer	\$ 7,980	\$ 7,980	\$ 7,980	\$ 7,980	\$ 7,980	\$ 7,980	\$ 7,980	\$ 332,327	\$254,052			
50%	\$ 3,990	\$ 3,990	\$ 3,990	\$ 3,990	\$ 3,990	\$ 3,990	\$ 3,990	\$ 166,164	\$127,026			
City of University City	\$ 365	\$ 365	\$ 365	\$ 365	\$ 365	\$ 365	\$ 365	\$ 15,182	\$11,606			
University City School District	\$ 2,467	\$ 2,467	\$ 2,467	\$ 2,467	\$ 2,467	\$ 2,467	\$ 2,467	\$ 102,726	\$78,530			

Information and analyses in this report are developed using data provided by external parties. While Development Dynamics LLC believes that the information contained in this report is an accurate picture of the estimated value, timing and growth of the project, no claim is made as to the accuracy of the data utilized or the results of the subsequent analysis.

Table 4 - Commercial Surcharge Tax Impact

Commercial Surcharge Impact - Dierbergs Project											
Year	1	2	3	4	5	6	7	8	9	10	
Equalized Assessed Value - Real Property	\$ 3,308,179	\$ 5,513,632	\$ 5,513,632	\$ 5,568,768	\$ 5,568,768	\$ 5,624,456	\$ 5,624,456	\$ 5,680,701	\$ 5,680,701	\$ 5,737,508	
Commercial Surcharge Tax - \$1.70	\$ 56,239	\$ 93,732	\$ 93,732	\$ 94,669	\$ 94,669	\$ 95,616	\$ 95,616	\$ 96,572	\$ 96,572	\$ 97,538	
City of University City - Allocated Portion	0.000072088313	\$ 2	\$ 4	\$ 4	\$ 4	\$ 4	\$ 4	\$ 4	\$ 4	\$ 4	
University City School District - Allocated Portion	0.011940173924	\$ 395	\$ 658	\$ 658	\$ 665	\$ 665	\$ 672	\$ 672	\$ 678	\$ 685	

Commercial Surcharge Impact-Alternate Retailer											
Year	1	2	3	4	5	6	7	8	9	10	
Equalized Assessed Value - Real Property	Standard big box retail	\$ 2,880,000	\$ 2,908,800	\$ 2,937,888	\$ 2,967,267	\$ 2,996,940	\$ 3,026,909	\$ 3,057,178	\$ 3,087,750	\$ 3,118,627	\$ 3,149,814
Commercial Surcharge Tax - \$1.70		\$ 48,960	\$ 49,450	\$ 49,944	\$ 50,444	\$ 50,948	\$ 51,457	\$ 51,972	\$ 52,492	\$ 53,017	\$ 53,547
City of University City - Allocated Portion	0.000072088313	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2
University City School District - Allocated Portion	0.011940173924	\$ 344	\$ 347	\$ 351	\$ 354	\$ 358	\$ 361	\$ 365	\$ 369	\$ 372	\$ 376

Commercial Surcharge Impact - Dierbergs Project									
Year	11	12	13	14	15	16	17	TOTAL	NPV @6.0%
Equalized Assessed Value - Real Property	\$ 5,737,508	\$ 5,794,883	\$ 5,794,883	\$ 5,852,831	\$ 5,852,831	\$ 5,911,360	\$ 5,911,360		
Commercial Surcharge Tax - \$1.70	\$ 97,538	\$ 98,513	\$ 98,513	\$ 99,498	\$ 99,498	\$ 100,493	\$ 100,493	\$ 1,609,500	\$973,045
City of University City - Allocated Portion	\$ 4	\$ 4	\$ 4	\$ 4	\$ 4	\$ 4	\$ 4	\$ 68	\$41
University City School District - Allocated Portion	\$ 685	\$ 692	\$ 692	\$ 699	\$ 699	\$ 706	\$ 706	\$ 11,305	\$6,834

Commercial Surcharge Impact-Alternate Retailer									
Year	11	12	13	14	15	16	17	TOTAL	NPV @6.0%
Equalized Assessed Value - Real Property	\$ 3,181,312	\$ 3,213,125	\$ 3,245,256	\$ 3,277,709	\$ 3,310,486	\$ 3,343,591	\$ 3,377,026		
Commercial Surcharge Tax - \$1.70	\$ 54,082	\$ 54,623	\$ 55,169	\$ 55,721	\$ 56,278	\$ 56,841	\$ 57,409	\$ 902,354	\$548,539
City of University City - Allocated Portion	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 38	\$23
University City School District - Allocated Portion	\$ 380	\$ 384	\$ 387	\$ 391	\$ 395	\$ 399	\$ 403	\$ 6,338	\$3,853

Information and analyses in this report are developed using data provided by external parties. While Development Dynamics LLC believes that the information contained in this report is an accurate picture of the estimated value, timing and growth of the project, no claim is made as to the accuracy of the data utilized or the results of the subsequent analysis.

SECTION 3

CONDITIONS AND ASSUMPTIONS

The estimates are intended to be interpreted and used based on the assumptions used for their preparation. Projections formulated in this document are based on currently available information and the assumptions stated. Development Dynamics, LLC (“D2”) believes the assumptions used in this analysis constitute a reasonable basis for its preparation.

This Memorandum and the financial impacts estimates are based on assumptions, projections, and information provided by the Developer and various other sources considered reliable. D2 neither verified nor audited the information that was provided by the other sources. Information provided by others is assumed to be reliable, but D2 assumes no responsibility for its accuracy or certainty. In addition to the impact on these estimates of actual implementation activities, external factors may influence these assumptions and projections as well. Changes in the national, regional, and local economic and real estate market conditions and trends may impact the real estate market and redevelopment activity. Changes or modifications may also be caused by economic, environmental, legislative, or physical events or conditions.

DIERBERGS / UNIVERSITY CITY
Chapter 100 Program Proposal

September 14, 2022

D3 Commercial Realty Group, LLC is the “real estate development” affiliate of Dierbergs Markets, Inc. This proposal outlines the request by D3 Commercial Realty Group, LLC (together with its affiliates, “Dierbergs”) and U. City, L.L.C. (together with its affiliates, “Developer”) to University City, Missouri (the “City”) in connection with the proposed development of a Dierbergs grocery store and other commercial space (as shown on the Conceptual Site Plan attached as Exhibit A, the “Dierbergs Project”) on approximately 7.4+/- acres located generally at the southeast corner of Interstate 170 and Olive Boulevard in the City (the “Dierbergs Property”). This document is intended to be non-binding and is presented for discussion purposes only; the descriptions and depiction of the Dierbergs Project are conceptual and subject to revision in the sole discretion of Dierbergs.

Background: Dierbergs and Developer are negotiating a Purchase and Sale Agreement (“PSA”) setting forth the basic terms and conditions upon which Dierbergs is willing to purchase from Developer and Developer is willing to sell to Dierbergs the Dierbergs Property. Dierbergs purchase of the Dierbergs Property will be contingent upon the City’s support and cooperation with respect to the formation and implementation of a Chapter 100 leasehold revenue bond program, as more specifically outlined herein (the “Chapter 100 Program”).

Project and Timing: Contingent upon the City’s approval of a Preliminary Development Plan for the Dierbergs Property and the City’s approval of the Chapter 100 Program, Dierbergs intends to acquire the Dierbergs Property from Developer in the first quarter of CY 2023. Dierbergs would commit to substantially completing construction of the Dierbergs Project within twenty-four (24) months of closing on the acquisition of the Dierbergs Property. Developer and the City anticipate that the Dierbergs Project would generate significant incremental economic activity tax revenues (EATs) and community improvement district (CID) sales tax revenues compared to those previously projected by the Developer’s ongoing redevelopment at the northeast and southeast corner of I-170 and Olive Boulevard (the “Market at Olive Development”). In addition, Dierbergs would agree to pay additional CID special assessments in amounts equal to those set forth on Exhibit B, which assessments would constitute a lien against the Dierbergs Property. The Dierbergs EATs, CID sales taxes and CID assessments would be directed to repayment of TIF obligations issued by City.

City Support: To provide support and certainty in the development of the Dierbergs Project, City would agree to timely consider and process Dierberg’s application for approval of its Preliminary Development Plan for the Dierbergs Project. In addition, the City would implement the Chapter 100 Program, through which

the City would issue bonds, to be purchased by Dierbergs, to be used to purchase the Dierbergs Property and equipment owned by Dierbergs (the “Dierbergs Equipment”); this property and equipment would in turn be leased back to Dierbergs. The Chapter 100 Program is intended to provide to Dierbergs the following benefits:

- Exemption from sales taxes on purchases of construction materials;
- Exemption from real property taxes (excepting the CID assessments);
- Exemption from personal property taxes on the Dierbergs Equipment.

Dierbergs requests that the Chapter 100 Program remain in place until the end of 2041 which effectively equals the statutory duration of the previously approved TIF on the Market at Olive Development.

Misc.:

The timelines and due diligence schedule being negotiated by Developer and Dierbergs are very important aspects to the viability of the Dierbergs Project and its overall contribution to Developer’s comprehensive development plan and the repayment of the TIF obligations for the Market at Olive Development. Accordingly, Developer and Dierbergs are anticipating that Dierbergs will receive approval of its Preliminary Development Plan and the Chapter 100 Program by the City by November 15, 2022. Dierbergs would reimburse the City for reasonable third-party costs and expenses, including attorneys’ fees of Gilmore Bell P.C.

Exhibit A
Conceptual Site Plan

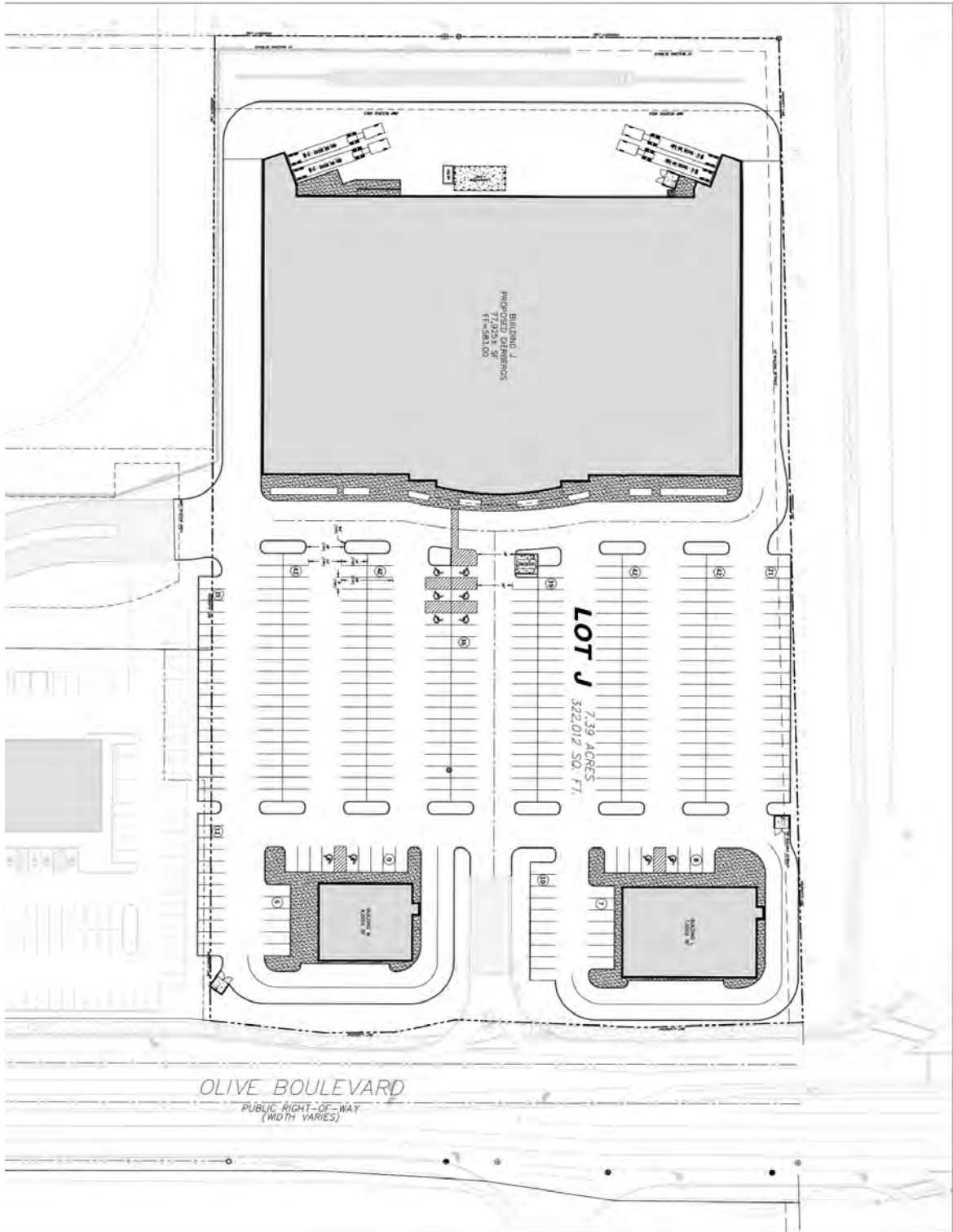


Exhibit B
CID Special Assessment Schedule
Dierbergs Project at the Market at Olive

Assumption:

Bi-annual increase in fixed CID Special Assessment = 2.50%

	Year	Fixed Chapter 100 CID Special Assessment
1	2024	\$100,000
2	2025	\$102,500
3	2026	\$102,500
4	2027	\$105,063
5	2028	\$105,063
6	2029	\$107,689
7	2030	\$107,689
8	2031	\$110,381
9	2032	\$110,381
10	2033	\$113,141
11	2034	\$113,141
12	2035	\$115,969
13	2036	\$115,969
14	2037	\$118,869
15	2038	\$118,869
16	2039	\$121,840
17	2040	\$121,840
18	2041	\$124,886

Subject: **Dierbergs and Chapter 100**

Date: 10/19/2022 2:39:44 PM Central Standard Time

From: LChapman@seneca-cre.com

To: grose@ucitymo.org, jfmulliganjr@aol.com, mspykerman@GilmoreBell.com, mgrimm@gilmorebell.com

Cc: BeumerB@Dierbergs.com, Jonathan.Giokas@huschblackwell.com, caroline@schotthamilton.com, LChapman@seneca-cre.com

As requested, we have attached an analysis prepared by Development Dynamics addressing the impacts of the Chapter 100, given Dierbergs' location in the existing TIF. The impacts include the commercial surcharge, which will continue to be collected in the Project area, but I'll remind you that had the Chapter 353 been finalized as contemplated in the Redevelopment Agreement, this impact would not be applicable at all. Of course, if we go forward with the Chapter 100, Development Dynamics will do a complete plan that's needed to meet the statutory requirements and notices to the taxing jurisdictions.

I've sent you the remaining information I'd like you to include in the packing already.

My last comment is to be very clear on what the request is, so there is no confusion. The request is to pass a Chapter 100 for the benefit of the Dierbergs Site, and to add a Special Assessment to the CID to collect what would have otherwise been a PILOT payment so these funds can be contributed to the Special Allocation fund (or, as Keith Cole calls it, "Revenue Fund").

The request is as follows:

1. Abatement of 50% of the personal property taxes during the remaining life of the TIF.
2. Elimination of the commercial surcharge applicable to this parcel of land.
3. A CID assessment whereby Dierbergs pays a fixed amount annually, in lieu of regularly assessed real estate tax payments (or PILOTs) in the amount of the attached schedule. This becomes a guaranteed revenue stream to help pay off the TIF Notes.

The result of this is to secure Dierbergs as a buyer of the land and long-term commitment to the community, which will generate much greater taxable sales and therefore, repay the TIF much faster than alternative possibilities.

We look forward to the meeting on October 24.

Thank you.

Lawrence R. (Larry) Chapman

President & CEO

SENECA Commercial Real Estate

PH: Cell # 314-952-7790 - Land Line 314-370-6801

Email: Lchapman@Seneca-cre.com

1401 S Brentwood / Suite 625 / St. Louis, MO 63144

Larry Chapman

From: Larry Chapman
Sent: Monday, October 10, 2022 3:52 PM
To: Gregory Rose; John F Mulligan
Cc: 'Caroline Saunders'; Beumer, Brent (x41364); Giokas, Jonathan; Larry Chapman
Subject: Market at Olive/Dierbergs
Attachments: 10.3.22_Outline_U City Closed Session.docx; Dierbergs v. Alternative (w-CH 100) 10.7.2022.xlsx

I am disappointed we're not going to be chatting with Council tonight. In my 43 years of development, up until now, we would talk to the City about the request, give them an outline of the request (which Dierbergs did) and give you the logic behind the request, which I did in my memo dated September 20th.

I realize that you have looked for the financial impact of this request, and while it was described in my memo as an outcome that's better than the alternative, one of the challenges with providing numbers is we need to compare them to something. No project at all is just goose eggs.

So, if we compare Dierbergs to nobody going on that site at all, clearly Dierbergs is a huge, huge homerun.

We don't have an alternative retailer or business ready to go there right now (or even thinking of it), so doing an analysis is very challenging, but for the purpose of this exercise, we've included 2 likely comparables.

The first one is to a \$19,000,000 per year sales tax generator, which represents the highest sales tax alternative we've talked to so far. Although, their interest was not evolving because of the expense of rent and other costs were too high, and they too would have had to ask for some sort of assistance.

The second is a more likely alternative in the sales of \$12,000,000 per year range.

I've attached my projection of the numbers that gauge the impact on the Special Allocation Fund (SAF), which is the number 1 thing all of us should be concerned about because when the TIF Notes are paid off, that the money no longer goes to the SAF, but goes to the City and other taxing jurisdictions.

I've attached an updated Excel sheet, plus a summary of results to go along with the numbers.

In addition to this analysis, which is (in my opinion) the most important analysis, I'm now going to address the 3 benefits that Dierbergs asked for and the impact on the City.

1. Personal Property Tax – Dierbergs expects to spend about \$5.3 M on personal property tax, based on the most recent store opened. It would be amazing if a typical retail operation would spend half that much. So, effectively giving 50% personal property tax to Dierbergs when compared to the alternative is a zero-bottom line of the City Schools, etc.

Even so, a reasonable estimate of personal property tax is attached. It totals about \$740,000 through 2041. The City collects about 8% and the school district collects about 58%. Dierbergs would save \$370,000.

2. Commercial Surcharge – the Developer estimates the real property taxes to be between \$177,000 and \$225,500. As of now, no taxing jurisdiction keeps any of this, only the commercial surcharge. That is roughly 17% of the total and those numbers are attached. Compared to normal real estate tax, Dierbergs saves \$122,000/year on about \$2,000,000, + total surcharge lost is \$680,000.

3. Sales Tax on Construction Materials – while Dierbergs would expect to save about \$600,000 based on \$19,000,000 of construction cost. By and large, it is only other taxing jurisdictions and the State of Missouri that don't receive that revenue. Construction material sales tax is taxed at the location of the company selling the construction materials. While it is possible that some small fraction of that could impact University City, as I understand it, University City is a pooled City, so the bottom-line impact is 0.

Lawrence R. (Larry) Chapman
President & CEO
SENECA Commercial Real Estate
PH: Cell # 314-952-7790 - Land Line 314-370-6801
Email: Lchapman@Seneca-cre.com
1401 S Brentwood / Suite 625 / St. Louis, MO 63144

NOTES FOR UNIVERSITY CITY ANTICIPATED CLOSED SESSION OUTLINE

DIERBERGS CHAPTER 100

Introduction:

As explained in Developer's prior email, we believe that the modest reduction in PILOT payments (aka real estate taxes) is well worth all the exceptional benefits of Dierbergs at this site, all things considered. In addition to the reasons outlined previously, there is a real economic reason as well. Here are some things to consider:

1. Sales tax captured – between the TIF and the CID, each \$1,000,000 of taxable sales, generates \$28,000 of revenue to pay back the TIF Notes.
 - a. Dierbergs is expected to generate \$896,000 per year, increasing each year thereafter.
 - b. Dicks Sporting Goods, Ross, Kohl's, or similar, more like \$336,000 to \$448,000 per year.
 - c. This means Dierbergs advantage of plus or minus, \$500,000 per year into the special allocation, and growing over time, more than offsets what amount to a reduction per year in likely re taxes, outlined below.
2. When we compare payments in lieu of taxes (PILOTs), aka, real estate taxes – a typical store would be \$2.50 per SF on a good day, \$3.00 per SF max and 82.43% goes to the TIF Notes (between \$150,400 and \$180,500 per year), subject to tax appeals and equalization.
 - a. This Chapter 100 would start at \$100,000 per year, increase 2.5% every two years (the average in St. Louis County for real estate taxes).
 - b. This is a credit of between \$50,000 and \$80,000 less impact on Developer/SAF compared to if no Chapter 100 is used.
 - c. Also, remember, tax payers can appeal re taxes, and often do.
3. Personal Property Tax.
 - a. Dierbergs will spend close to \$5,300,000 in personal property, more than double a typical retailer, so giving 50% is really \$0 impact when compared to the alternative.
 - b. Without Chapter 100, their personal property tax would start at \$150,000 per year, but within 7 years, reduce to \$17,000 per year. This is a total of \$740,000 in personal property tax to all jurisdictions through 2041 when the TIF ends. 50% = \$370,000.

- c. At 50% savings, the taxing jurisdictions forgo nothing as compared to other, less intense retailers. 50% of a big personal property buyer can be bigger than 100% of a smaller one.
- 4. Add it all up, having a Dierbergs vs. the alternative, even after adjusting for the discount due to the Chapter 100, generates \$6,000,000 to \$10,000,000 more collected to retire the TIF Notes, which creates the real possibility of shortening the life of the TIF, which truly benefits everyone.
- 5. Intangibles – in addition to the economics being simply better, the investment by one of the community’s most prominent retailers, with the best in class of stores, that will stand the test of time (which maybe can’t be said for many of the other soft goods retailers) helps the front door of University City and the entire Market at Olive Development in many intangible ways.
- 6. Known vs. unknown. There is lots of value to the known and moving quickly, as of now. We have no replacement as of now.

Market at Olive CH 100 for Dierbergs

10/7/2022

Dierbergs

Year 1 (Data) w- CH 100

	<u>annual</u>	<u>TIF & CID</u>	<u>Annual to SAF</u>	
Dierberg Sales	\$32,000,000	2.80%	\$896,000	
Out Parcel Sales	\$5,000,000	2.80%	\$140,000	
PILOT (per schedule)			<u>\$100,000</u>	
Total Annual (1st year)			\$1,136,000	per year

Alternate #1

Year 1 (Data) Best Alternate

	<u>annual</u>	<u>TIF & CID</u>	<u>Annual to SAF</u>	
Dierberg Sales	\$19,000,000	2.80%	\$532,000	
Out Parcel Sales	\$5,000,000	2.80%	\$140,000	
RE Taxes @ \$3/SF (82.43% to SAF)	65,000	SF	<u>\$160,739</u>	
Total Annual (1st year)			\$832,739	per year
Benefit of Dierbergs			\$303,262	per year

Alternate #2

Year 1 (Data) Best Alternate

	<u>annual</u>	<u>TIF & CID</u>	<u>Annual to SAF</u>	
Dierberg Sales	\$12,000,000	2.80%	\$336,000	
Out Parcel Sales	\$5,000,000	2.80%	\$140,000	
RE Taxes @ \$3/SF (82.43% to SAF)	55,000	SF	<u>\$136,010</u>	
Total Annual (1st year)			\$612,010	per year
Benefit of Dierbergs			\$523,991	per year

Market at Olive CH 100 for Dierbergs

10/7/2022

Dierbergs Inflation= 2.50%

	<u>TIF & CID</u>	<u>PILOT</u>	<u>Total To SAF</u>
Year 1	\$1,036,000	\$100,000	\$1,136,000
Year 2	\$1,061,900	\$100,000	\$1,161,900
Year 3	\$1,088,448	\$102,500	\$1,190,948
Year 4	\$1,115,659	\$102,500	\$1,218,159
Year 5	\$1,143,550	\$105,063	\$1,248,613
Year 6	\$1,172,139	\$105,063	\$1,277,201
Year 7	\$1,201,442	\$107,689	\$1,309,131
Year 8	\$1,231,478	\$107,689	\$1,339,168
Year 9	\$1,262,265	\$110,381	\$1,372,647
Year 10	\$1,293,822	\$110,381	\$1,404,203
Year 11	\$1,326,168	\$113,141	\$1,439,308
Year 12	\$1,359,322	\$113,141	\$1,472,463
Year 13	\$1,393,305	\$115,969	\$1,509,274
Year 14	\$1,428,137	\$115,969	\$1,544,107
Year 15	\$1,463,841	\$118,869	\$1,582,709
2041 Year 16	\$1,500,437	\$118,869	\$1,619,305

Alternate #1 Inflation= 2.50%

	<u>TIF & CID</u>	<u>RE Taxes</u>	<u>Total To SAF</u>
Year 1	\$672,000	\$160,739	\$832,739
Year 2	\$688,800	\$160,739	\$849,539
Year 3	\$706,020	\$164,757	\$870,777
Year 4	\$723,671	\$164,757	\$888,427
Year 5	\$741,762	\$168,876	\$910,638
Year 6	\$760,306	\$168,876	\$929,182
Year 7	\$779,314	\$173,098	\$952,412
Year 8	\$798,797	\$173,098	\$971,895
Year 9	\$818,767	\$177,425	\$996,192
Year 10	\$839,236	\$177,425	\$1,016,661
Year 11	\$860,217	\$181,861	\$1,042,078
Year 12	\$881,722	\$181,861	\$1,063,583
Year 13	\$903,765	\$186,407	\$1,090,173
Year 14	\$926,359	\$186,407	\$1,112,767
Year 15	\$949,518	\$191,068	\$1,140,586
2041 Year 16	\$973,256	\$191,068	\$1,164,324

Alternate #2 Inflation= 2.50%

	<u>TIF & CID</u>	<u>RE Taxes</u>	<u>Total To SAF</u>
Year 1	\$476,000	\$136,010	\$612,010
Year 2	\$487,900	\$136,010	\$623,910
Year 3	\$500,098	\$139,410	\$639,507
Year 4	\$512,600	\$139,410	\$652,010
Year 5	\$525,415	\$142,895	\$668,310
Year 6	\$538,550	\$142,895	\$681,445
Year 7	\$552,014	\$146,467	\$698,481
Year 8	\$565,814	\$146,467	\$712,282
Year 9	\$579,960	\$150,129	\$730,089
Year 10	\$594,459	\$150,129	\$744,588
Year 11	\$609,320	\$153,882	\$763,203
Year 12	\$624,553	\$153,882	\$778,436
Year 13	\$640,167	\$157,729	\$797,896
Year 14	\$656,171	\$157,729	\$813,901
Year 15	\$672,576	\$161,673	\$834,248
2041 Year 16	\$689,390	\$161,673	\$851,062

Dierberg v. Alt 1

	<u>Dierberg</u> <u>to SAF</u>	<u>Alt 1</u> <u>to SAF</u>	<u>Difference</u>
Year 1	\$1,136,000	\$832,739	\$303,262
Year 2	\$1,161,900	\$849,539	\$312,362
Year 3	\$1,190,948	\$870,777	\$320,171
Year 4	\$1,218,159	\$888,427	\$329,731
Year 5	\$1,248,613	\$910,638	\$337,975
Year 6	\$1,277,201	\$929,182	\$348,019
Year 7	\$1,309,131	\$952,412	\$356,720
Year 8	\$1,339,168	\$971,895	\$367,273
Year 9	\$1,372,647	\$996,192	\$376,455
Year 10	\$1,404,203	\$1,016,661	\$387,542
Year 11	\$1,439,308	\$1,042,078	\$397,231
Year 12	\$1,472,463	\$1,063,583	\$408,880
Year 13	\$1,509,274	\$1,090,173	\$419,101
Year 14	\$1,544,107	\$1,112,767	\$431,340
Year 15	\$1,582,709	\$1,140,586	\$442,123
2041 Year 16	\$1,619,305	\$1,164,324	\$454,982
		Total Difference	\$5,993,165

Dierberg v. Alt 2

	<u>Dierberg</u> <u>to SAF</u>	<u>Alt 1</u> <u>to SAF</u>	<u>Difference</u>
Year 1	\$1,136,000	\$612,010	\$523,991
Year 2	\$1,161,900	\$623,910	\$537,991
Year 3	\$1,190,948	\$639,507	\$551,440
Year 4	\$1,218,159	\$652,010	\$566,149
Year 5	\$1,248,613	\$668,310	\$580,303
Year 6	\$1,277,201	\$681,445	\$595,756
Year 7	\$1,309,131	\$698,481	\$610,650
Year 8	\$1,339,168	\$712,282	\$626,886
Year 9	\$1,372,647	\$730,089	\$642,558
Year 10	\$1,404,203	\$744,588	\$659,616
Year 11	\$1,439,308	\$763,203	\$676,106
Year 12	\$1,472,463	\$778,436	\$694,027
Year 13	\$1,509,274	\$797,896	\$711,378
Year 14	\$1,544,107	\$813,901	\$730,206
Year 15	\$1,582,709	\$834,248	\$748,461
2041 Year 16	\$1,619,305	\$851,062	\$768,243
		Total Difference	\$10,223,760

PERSONAL PROPERTY TAX IMPACT

Market at Olive CH 100 for Dierbergs

10/7/2022

Dierbergs PP Estimate 5,300,000

	Dierberg PP Tax	Dierberg at 50%	8% City Share of Savings	58% School Dist Share
Year 1	\$150,000	\$75,000	\$6,000	\$43,500
Year 2	\$128,000	\$64,000	\$5,120	\$37,120
Year 3	\$106,000	\$53,000	\$4,240	\$30,740
Year 4	\$84,000	\$42,000	\$3,360	\$24,360
Year 5	\$62,000	\$31,000	\$2,480	\$17,980
Year 6	\$40,000	\$20,000	\$1,600	\$11,600
Year 7	\$17,000	\$8,500	\$680	\$4,930
Year 8	\$17,000	\$8,500	\$680	\$4,930
Year 9	\$17,000	\$8,500	\$680	\$4,930
Year 10	\$17,000	\$8,500	\$680	\$4,930
Year 11	\$17,000	\$8,500	\$680	\$4,930
Year 12	\$17,000	\$8,500	\$680	\$4,930
Year 13	\$17,000	\$8,500	\$680	\$4,930
Year 14	\$17,000	\$8,500	\$680	\$4,930
Year 15	\$17,000	\$8,500	\$680	\$4,930
2041 Year 16	<u>\$17,000</u>	<u>\$8,500</u>	<u>\$680</u>	<u>\$4,930</u>
Totals	\$740,000	\$370,000	\$29,600	\$214,600

Alternate Retail PP est. \$2,500,000

	Dierberg PP Tax	Dierberg at 50%	8% City Share of Savings	58% School Dist Share
Year 1	\$70,755	\$35,377	\$2,830	\$20,519
Year 2	\$60,377	\$30,189	\$2,415	\$17,509
Year 3	\$50,000	\$25,000	\$2,000	\$14,500
Year 4	\$39,623	\$19,811	\$1,585	\$11,491
Year 5	\$29,245	\$14,623	\$1,170	\$8,481
Year 6	\$18,868	\$9,434	\$755	\$5,472
Year 7	\$8,019	\$4,009	\$321	\$2,325
Year 8	\$8,019	\$4,009	\$321	\$2,325
Year 9	\$8,019	\$4,009	\$321	\$2,325
Year 10	\$8,019	\$4,009	\$321	\$2,325
Year 11	\$8,019	\$4,009	\$321	\$2,325
Year 12	\$8,019	\$4,009	\$321	\$2,325
Year 13	\$8,019	\$4,009	\$321	\$2,325
Year 14	\$8,019	\$4,009	\$321	\$2,325
Year 15	\$8,019	\$4,009	\$321	\$2,325
2041 Year 16	<u>\$8,019</u>	<u>\$4,009</u>	<u>\$321</u>	<u>\$2,325</u>
Totals	\$349,057	\$174,528	\$13,962	\$101,226

COMMERCIAL SURCHARGE IMPACT

Market at Olive CH 100 for Dierbergs 10/7/2022

	Dierbergs	outparcels	
Building size in SF	73,000	10,000	
Tax Per SF	\$2.50	\$4.00	
Total Tax	\$182,500	\$40,000	\$222,500

	17.0% Dierberg <u>Surcharge</u>	8% City Share <u>of surcharge</u>	58% School Dist <u>Share</u>
Year 1	\$37,825	\$3,026	\$21,939
Year 2	\$37,825	\$3,026	\$21,939
Year 3	\$38,771	\$3,102	\$22,487
Year 4	\$38,771	\$3,102	\$22,487
Year 5	\$39,740	\$3,179	\$23,049
Year 6	\$39,740	\$3,179	\$23,049
Year 7	\$40,733	\$3,259	\$23,625
Year 8	\$40,733	\$3,259	\$23,625
Year 9	\$41,752	\$3,340	\$24,216
Year 10	\$41,752	\$3,340	\$24,216
Year 11	\$42,796	\$3,424	\$24,821
Year 12	\$42,796	\$3,424	\$24,821
Year 13	\$43,865	\$3,509	\$25,442
Year 14	\$43,865	\$3,509	\$25,442
Year 15	\$44,962	\$3,597	\$26,078
Year 16	<u>\$44,962</u>	<u>\$3,597</u>	<u>\$26,078</u>
Totals	\$660,887	\$52,871	\$383,315

Alternate

	Other Retail	outparcels	
Building size in SF	55,000	10,000	
Tax Per SF	\$2.50	\$4.00	
Total Tax	\$137,500	\$40,000	\$177,500

	17.0% Dierberg <u>Surcharge</u>	8% City Share <u>of surcharge</u>	58% School Dist <u>Share</u>
Year 1	\$30,175	\$2,414	\$17,502
Year 2	\$30,175	\$2,414	\$17,502
Year 3	\$30,929	\$2,474	\$17,939
Year 4	\$30,929	\$2,474	\$17,939
Year 5	\$31,703	\$2,536	\$18,388
Year 6	\$31,703	\$2,536	\$18,388
Year 7	\$32,495	\$2,600	\$18,847
Year 8	\$32,495	\$2,600	\$18,847
Year 9	\$33,308	\$2,665	\$19,318
Year 10	\$33,308	\$2,665	\$19,318
Year 11	\$34,140	\$2,731	\$19,801
Year 12	\$34,140	\$2,731	\$19,801
Year 13	\$34,994	\$2,799	\$20,296
Year 14	\$34,994	\$2,799	\$20,296
Year 15	\$35,869	\$2,869	\$20,804
Year 16	<u>\$35,869</u>	<u>\$2,869</u>	<u>\$20,804</u>
Totals	\$527,225	\$42,178	\$305,790

Larry Chapman

From: Larry Chapman
Sent: Tuesday, September 20, 2022 1:21 PM
To: Gregory Rose
Cc: John F Mulligan; Spykerman, Mark (G&B); Grimm, Mark (G&B); Larry Chapman
Subject: Market at Olive, South Anchor

Regarding the South Anchor for RPA1 of Market at Olive, I want to provide some background and context for the pursuit of the South Anchor as well as their proposed Chapter 100 financing structure requested by Dierbergs.

Each and every business that moves to Market at Olive is a result of a competition. Given the high land price and uncertain market, retailers are not lining up for space without significant cost underwriting and due diligence. As the Developer, we are working to find ways to meet their respective needs, including economics and financial underwriting that work for their business as well as optimizing repayment of the TIF Notes (a joint City & Developer goal).

As you know, the TIF Notes are a huge part of the Developer's financing, without the TIF Notes we would not be able to finance the Development. Timely pay-off of the TIF Notes is crucial to our Development and financial modeling.

Dierbergs Markets, as the potential for the South Anchor, is a St. Louis based and family-owned business that operates with very slim margins with high risk for shrinkage. The grocery business does not permit significant mark-up or exclusivity on featured items. Thus, the cost to build and operate based on estimated sales is especially onerous for this user. The best offer we can make to secure Dierbergs is to provide them a way to have known operations costs and control bottom line impacting expenses as much as possible.

One of the things we know about is grocery stores in general is they are a low margin, high-volume, high-risk business. Low margin means they must stay super focused on expenses that affect their bottom line, e.g., expenses such as real property taxes, personal property taxes, payroll, insurance, etc. For the TIF and CID, they seemingly generate a high volume of sales, which generates a high volume of sales taxes, which is good for the TIF retirement. To restate, in the case of Dierbergs, Real Estate Taxes or, in this case, with TIF payments in lieu of taxes (PILOT) are a cost directly to the company's bottom line. On the other hand, sales taxes on Dierbergs' high-volume sales, help pay the TIF Notes faster than PILOTs, but at no direct cost to Dierbergs.

As previously requested by Dierbergs, in order to control Dierbergs operational costs, and help get them to commit to the South Anchor, Dierbergs is requesting that the City agree to a fixed, known payment every year with respect to real property taxes or PILOTs. In addition, they have asked for sales tax savings on construction materials and equipment. Both of these are not revenues to University City so long as the TIF is in place.

We have confirmed with Stifel that the amount of sales tax generated by a Dierbergs store, and estimated sales taxes to be generated as the South Anchor, would more than make up for any 'loss' of PILOTs to be paid, and would allow for a more timely pay-down of the TIF Notes issued.

It is important that City Leadership understands the Market at Olive Developer's position on this request and to understand that we are fully supportive of it for many reasons. When you share the request with the Mayor, City Council, and others, please share this supporting document with the same people as well.

Generally, the goal of the Developer and the goal of the City should be to repay the TIF Notes as rapidly as possible. As everyone knows, the TIF expires in 2041, however, early projections suggested the CID would need to run another 10 years to fully repay the TIF notes. The larger the sales tax generators we can bring to the Development, the more the likelihood exists that the TIF notes could actually be repaid ahead of schedule. The projected taxable sales from a Dierbergs store are substantially greater than any of the other alternatives we have identified so far.

Getting Dierbergs to Market at Olive has the added benefit of Dierbergs owning the property. We feel this is far better than a lease which could terminate in a matter of years. This long-term commitment is good for everyone.

From Dierbergs' perspective, they are looking to minimize the cost that impacts their bottom line. This includes Real Estate Taxes. This Chapter 100 basically discounts and fixes the Real Estate Taxes, so it is a known and manageable amount, which helps Dierbergs commit to go here. To offset this, the Development secures the much higher sales taxes to repay the TIF Notes. Sales taxes are charged to the customer not to Dierbergs, so they do not affect their bottom line. This is a good trade off to secure Dierbergs' commitment. The Development wins, since the TIF Note gets repaid faster because there are more dollars available to pay it from sales tax. Dierbergs has a win because it controls their operating costs in the very narrow margin grocery business.

Here are some other things to think about:

1. The faster the TIF Notes are repaid, the faster the City and others collect normal tax revenue again. Dierbergs, as presented, helps that.
2. Capture of local sales tax increment and CID assessments have the most impact or the fastest repayment impact on the TIF Notes. The Developer believes that without Dierbergs' sales from this portion of the site, securing a replacement would be delayed a couple of years and annual sales from smaller retailers would be significantly less.
3. Unlike real estate taxes, which can be appealed, so tax amounts are unknown and fluctuate, using CH 100 lets us know exactly what the Real Estate Tax payment will be with no risk of appeal. Also, Real Estate Taxes tend to increase at a much slower rate, AVE 2.5% every 2 years or 1.25% every year. Contrast to sales tax, which grow at inflation or more, so much better growth.
4. This type of sales tax generator provides a large revenue source that grows significantly over time (through sales growth and inflation) to pay-down TIF Notes.
5. Dierbergs would be the fee owner of the property, making a much longer-term commitment than a tenant under a fixed term lease.
6. The cost of land in this Development is extraordinarily high, and much higher than any comparable land price in the market. Dierbergs needs to mitigate its cost to make this location work, and the Chapter 100 allows this to happen in a tangible and calculated way. This includes knowing for certain what the real estate tax (PILOT) payment is going to be, plus helping overall cost with some savings on sales tax on construction materials, which helps Dierbergs while having no impact on University City. It is likely any replacement Anchor would have a similar request and less over-all impact.
7. Also, keep in mind the request for Personal Property Tax Relief, while it does have some new impact on the local taxing jurisdictions, the Developers believe that a Dierbergs store, when compared to a typical

retailer, would have far more Personal Property. So, even with a discount of the Personal Property Tax, the amount still collected should equal or exceed our best alternative.

8. There are also intangible reasons, such as a Dierbergs store (think grocery anchored center) drives much more traffic into the south side of the Development. This should help the sales of all other businesses here. All of that gets captured by the TIF and CID and compounds over time to repay the TIF Notes as fast as possible.

Overall, the Developer believes that a Dierbergs store at this location, even with the assistance generated through CH 100, results in a far faster repayment of the TIF Notes than the (currently unknown) potential alternative. The Developer has worked with other potential retailers, all of whom generated far less in sales annually than Dierbergs. Alternatives like hotel or office are much less impactful, than this Dierbergs opportunity at paying down the TIF Notes.

These reasons, and the general concern about the future of many of the hard walled retail stores, even being successful in the future, makes Dierbergs the most valuable opportunity for University City and the Developer.

Lawrence R. (Larry) Chapman
President & CEO
SENECA Commercial Real Estate
PH: Cell # 314-952-7790 - Land Line 314-370-6801
Email: Lchapman@Seneca-cre.com
1401 S Brentwood / Suite 625 / St. Louis, MO 63144

MARKET AT OLIVE



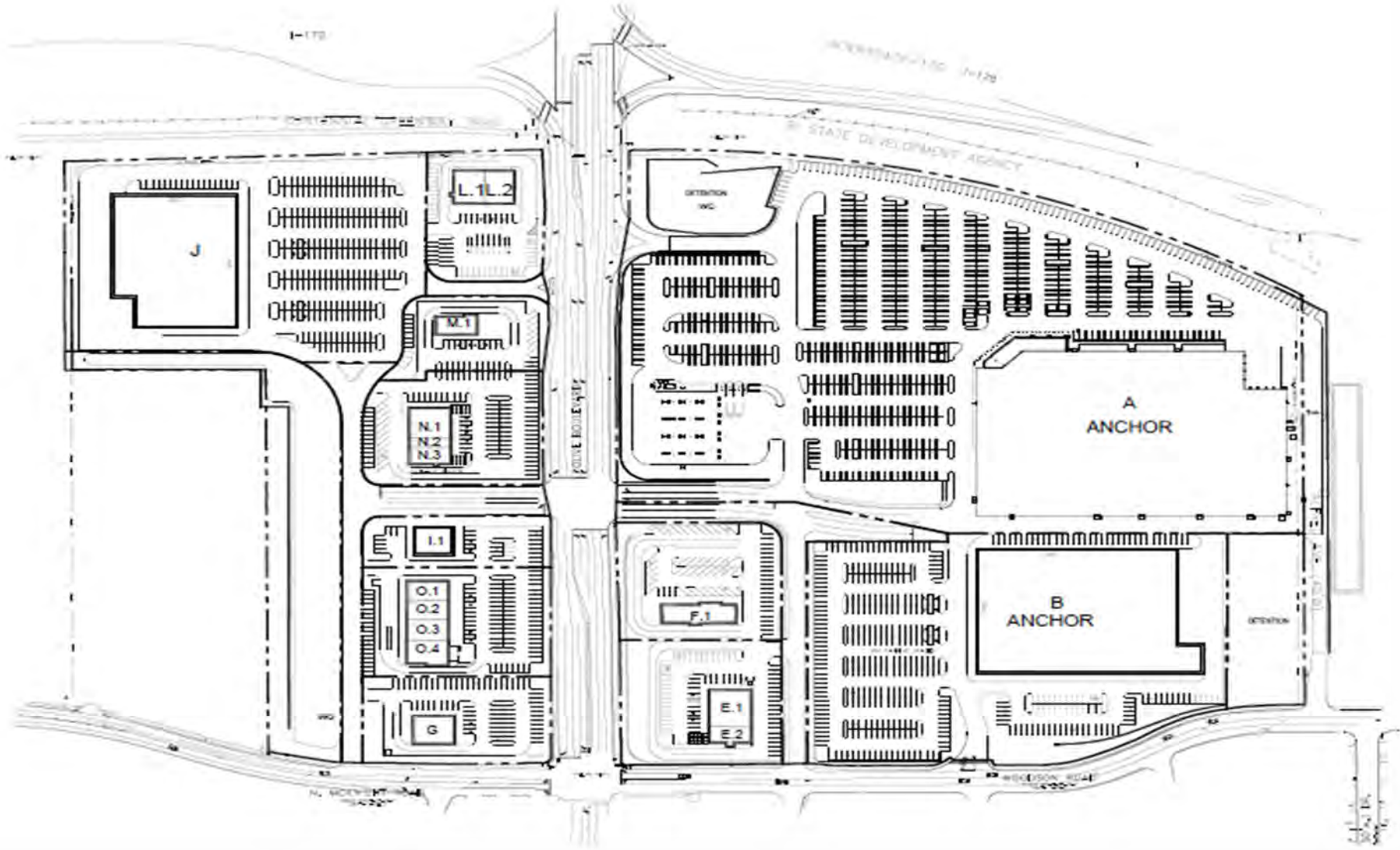
DIERBERGS CHAPTER 100 REQUEST

Market at Olive Update

- Costco opens tomorrow 10.25.2022
- Stockpile of dirt is now gone
- Last resident north of Olive is moving out this week
- South of Olive site work done in next 3-4 months
- North side of Olive demolition and grading to begin this year
- Dierbergs Markets is proposed South Anchor tenant

Success for Project Means

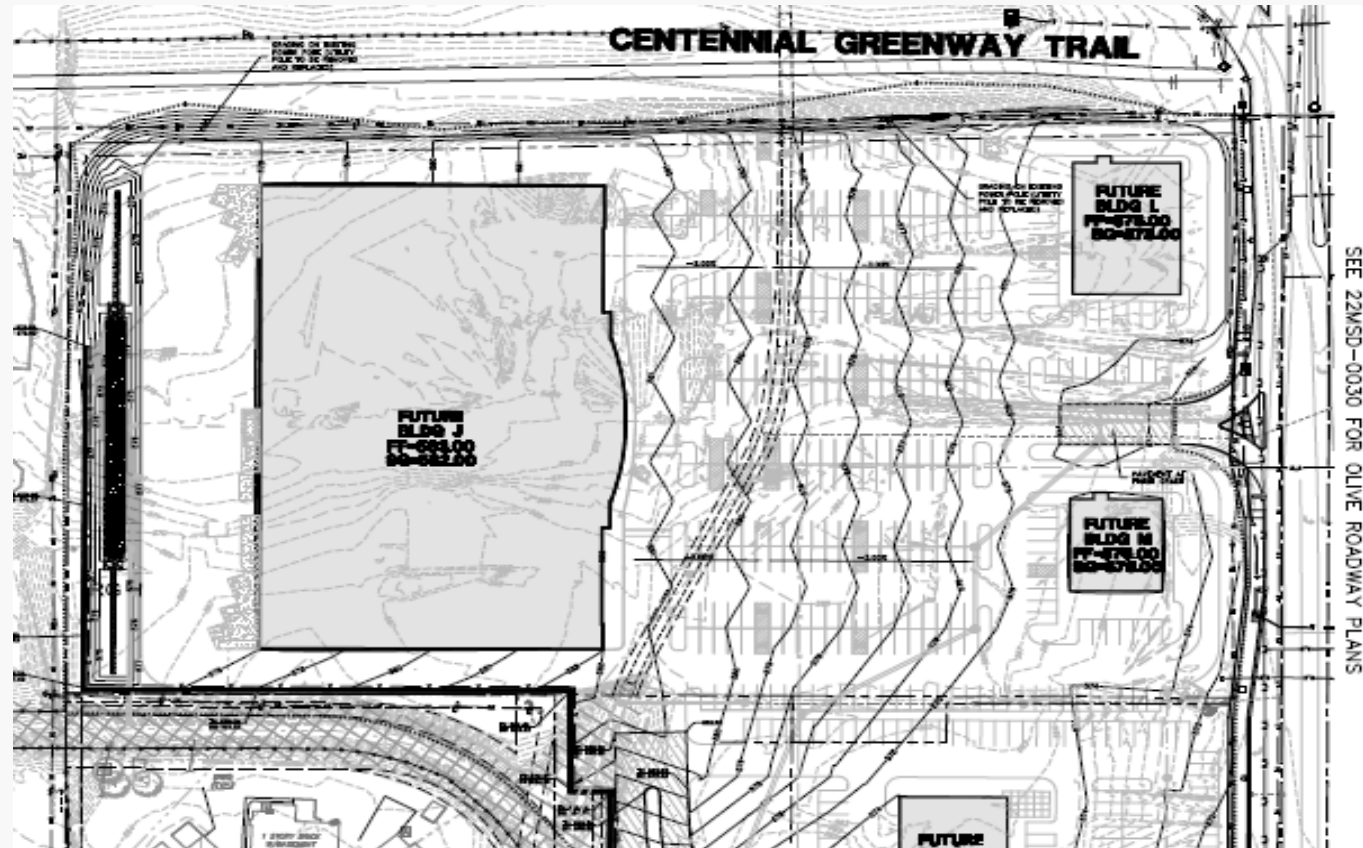
- Competing for deals
- That means trade-offs
- That means setting priorities
- Public-private partnership = In this together
- What is a win? Paying off the TIF EARLY



Why Dierbergs

- Dierbergs Markets is a locally owned, private, family business with significant investments in and around the Metro area.
- Second only to Costco, Dierbergs generates high Taxable Sales which would likely be double alternate J Anchor.
- Dierbergs would attract other high-end users to locate within Market at Olive.
- Dierbergs' personal property investment is double typical retail and at 50% generates new taxes for the City not captured by the TIF.
- More sales taxes means TIF is retired sooner so City benefits directly from the development sooner.
- Dierbergs is the highest and best use for the south anchor area.
- Dierbergs will buy and own the store = Long-term commitment to University City

Proposed Dierbergs Site Plan



Why the Request for Chapter 100

- Dierbergs needs to reduce costs that impact its bottom line, examples are:
 - Real estate taxes
 - Personal property taxes
 - Sales taxes on things Dierbergs buys, such as construction materials
- Sales tax on things Dierbergs sells are paid by customers, not Dierbergs
- The Chapter 100 reduces Dierbergs bottom line costs

Why Agree to Chapter 100

- Taxing jurisdictions have already lost all new real estate taxes because the TIF
- Loss of commercial surcharge is small and outweighed by the benefits
- City already agreed to Chapter 353 in 2019 that eliminates surcharge
- Dierbergs will buy 2x or more the personal property of a typical retail
- 50% of Dierbergs' personal property taxes is greater than 100% of an alternative
- University City does not collect sales tax on construction materials, so gives up nothing

Potential Cost of Chapter 100

<u>Negatives:</u>	<u>per yr Savings</u>	<u>Total Savings</u>	<u>Total Paid</u>	<u>Alternate</u>
Projected PP tax savings	\$23,125	\$370,000	\$370,000	+/- \$370,000
Commercial Surcharge	\$32,952	\$527,225	\$0	+/- \$375,000
Construction Sales Taxes	\$0	\$0	\$0	\$0
Total Cost to City - School	<u>U City</u>	<u>Schools</u>	<u>All Districts</u>	
Potential Revenue Lost	\$71,778	\$520,390	\$897,225	

Benefits of Dierbergs

<u>Positives:</u>	<u>Dierbergs</u>	<u>Best Alt #1</u>	<u>Likely Alt #2</u>	<u>Ave Difference</u>
Per Yr. TIF REV. Fund Pmts	\$1,364,071	\$989,498	\$725,086	\$506,779
Total 16 years	\$21,825,136	\$15,831,971	\$11,601,377	\$8,108,462
Annual TIF Note Debt Svc				\$4,595,534
Possible shortening of TIF in years				1.76
Impact 1 yr shorter TIF = New RE taxes collected by City and others 1st year TIF ends				\$1,441,165

Comparison of Cost Benefit

IMPACT BY TAX DISTRICT	<u>U City</u>	<u>Schools</u>	<u>All Districts</u>
Revenue from early TIF	\$203,426	\$1,474,838	\$2,542,823
CH 100 Potential Loss	<u>(\$71,778)</u>	<u>(\$520,390)</u>	<u>(\$897,225)</u>
Net Benefit / (Cost)	\$131,648	\$954,448	\$1,645,598

Summary of Dierbergs Ch 100 Impact

- Terrific intangible benefits to the City
- Many intangible benefits to the Development
- Similar impact as the originally contemplated Chapter 353
- Even at 50%, PP tax savings still generating PP tax equal to an alternate
- Even if PP tax and surcharge is a cost, it is outweighed by new revenue
- All things considered, Dierbergs with Ch 100 = Huge benefit

Review of Request

- Securing large anchors is challenging and requires give and take
- Focus should be on best in class, most impactful retailers
- Trade-offs or give and take should be a net benefit
- Dierbergs = The greatest chance to pay the TIF EARLY
- Early TIF payoff = win for the City, win for the schools, win for the developer

Conclusion = Full speed ahead on Chapter 100 for Dierbergs ASAP

Next Steps





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

NUMBER: <i>For City Clerk Use</i>	CM20221024-03
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SUBJECT/TITLE: CUP 22-09 Application for a Conditional Use Permit to allow a reduction of up to 20% in the number of required off-street parking spaces, as required by Section 400.2140 of the Zoning Ordinance, for Lot 9 of the Market at Olive, Plat 2, in the PD-C Planned Commercial District.			
REQUESTED BY: John Wagner		DEPARTMENT / WARD Community Development/Ward 3	
AGENDA SECTION:	City Manager's Report	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager concurs with the Plan Commission and recommends approval.			
FISCAL IMPACT: N/A			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: N/A			

STAFF COMMENTS AND BACKGROUND INFORMATION: Staff is of the opinion that the proposed use would not be detrimental to the surrounding area and recommends approval of the request to decrease the number of required off-street parking spaces, as required by Section 400.2140 of the Zoning Ordinance, for Lot 9 of the Market at Olive, Plat 2 from 93 to 83, a decrease of 10.75%.

CIP No.	
RELATED ITEMS / ATTACHMENTS: Attached are the Staff Report from the September 28, 2022 Plan Commission meeting - amended to include for the City Council the Commission's recommendation - the Plan Commission Transmittal Letter, Applicant Narrative with C.U.P Application.	

LIST CITY COUNCIL GOALS (S): Economic Development

RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose	MEETING DATE: October 24, 2022
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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: Application for Conditional Use Permit CUP 22-09 – The proposed use is to allow a reduction of up to 20% in the number of required off-street parking spaces, as required by Section 400.2140 of the Zoning Ordinance, for Lot 9 of the Market at Olive, Plat 2, in the “PD-C” Planned Commercial District.

Dear Ms. Reese,

At a regularly scheduled meeting on September 28, 2022, at 6:30 p.m. via videoconference, the Plan Commission considered the above-referenced application by 170 and Olive Holdco, LLC for a Conditional Use Permit to allow a reduction of up to 20% in the number of required off-street parking spaces, as required by Section 400.2140 of the Zoning Ordinance, for Lot 9 of the Market at Olive, Plat 2, in the “PD-C” Planned Commercial District.

By a vote of 4 for and 0 against, the Plan Commission recommended approval of the application to reduce the number of parking spaces from 93 to 83, a decrease of 10.75%.

Sincerely,

A handwritten signature in blue ink, appearing to read "Margaret Holly".

Margaret Holly, Chairperson
University City Plan Commission



STAFF REPORT

City Council

MEETING DATE: October 24, 2022

FILE NUMBER: CUP 22-09

COUNCIL DISTRICT: 3

Applicant: 170 and Olive Holdco, LLC

Location: 8630 Olive Boulevard

Property Owner: 170 and Olive Holdco, LLC

Request: Conditional Use Permit (C.U.P.) to allow a reduction of up to 20% in the number of required off-street parking spaces, as required by Section 400.2140 of the Zoning Ordinance, for Lot 9 of the Market at Olive, Plat 2, in the "PD-C" Planned Commercial District.

Existing Zoning: GC – General Commercial

Existing Land Use: Vacant

Proposed Zoning: No Change

Proposed Land Use: Commercial

Surrounding Zoning and Current Land Use:

North: GC – General Commercial District / PA – Public Activity Dist.

East: GC – General Commercial District / PA – Public Activity Dist.

South: SR – Single-family Residential District

West: IC – Industrial Commercial District

STAFF RECOMMENDATION

Approval Approval with Conditions Denial

COMPREHENSIVE PLAN CONFORMANCE

Yes No No reference

Attachments:

- A. Application for Conditional Use Permit
- B. C.U.P. Applicant Memo and Site Plan

Applicant's Request – Parking Reduction

As noted in the Applicant Memo, a mix of uses is proposed for Lot 9 (Building O) of Phase Two of the Market at Olive development: 3,800 square-feet of restaurant uses and 8,400 square-feet of office/commercial uses, consisting of four (4) tenants. If these uses were parked according to §400.2140 of the Zoning Ordinance, 93 spaces would be required. The Applicant is requesting a decrease of 10 spaces, or a 10.75% decrease.

It should be noted that the Applicant is also requesting/providing an increase in the number of stacking spaces required in lieu of the parking spaces. The Applicant's rationale is outlined in the memo.

Staff Recommendation

Staff is of the opinion that the proposed use to allow would have minimal impact on the surrounding properties and streets adjacent to the Development and provide for a better development.

Staff is recommending approval of the request for a Conditional Use Permit to decrease the number of required off-street parking spaces, as required by Section 400.2140 of the Zoning Ordinance, for Lot 9 of the Market at Olive, Plat 2 from 93 to 83, a decrease of 10.75%.

Plan Commission Meeting

At the Plan Commission meeting on September 28, 2022, the Plan Commission voted unanimously to approve the Conditional Use Permit to allow a reduction of up to 20% in the number of required off-street parking spaces, as required by Section 400.2140 of the Zoning Ordinance, for Lot 9 of the Market at Olive, Plat 2, in the "PD-C" Planned Commercial District, as presented.

August 23, 2022

John Wagner
City of University City
6801 Delmar Boulevard
University City, MO 63130

**Re: Lot 9 (Building O) - Conditional Use Permit Application re Off-Street Parking
8616 Olive, 8620 Olive, 8624 Olive, 8628 Olive**

John:

On behalf of 170 and Olive Holdco, LLC enclosed is a Conditional Use Permit Application for Lot 9 of Market at Olive Plat 2. Market at Olive Plat 2 was recorded in Book 370 Page 202-205 of the St. Louis County Recorder of Deeds. Lot 9 of Market at Olive Plat 2 ("Lot 9") is to be developed into a 12,200 square foot mixed use (retail and restaurant) with one (1) drive-through windows ("Building O"). Of the 12,200 square foot, 3,800 SF is slated for restaurant and drive-through with the remainder to leased to either restaurant or office/commercial uses.

Pursuant to Ordinance 7181, Lot 9 zoned "PD-C". Per the City's Zoning Code, PD-C Off-Street Parking is to be consistent with Article VII of the City's Zoning Code. Based on my reading of the Zoning Code, there is no specific use listed in Article VII of the City's Zoning Code that matches exactly the proposed use on Lot 9. It is not clear if Article VII requires off-street parking consistent for 'Restaurants' (1 space per 75 square feet) or for 'Drive-through facilities' (5 stacking spaces for each customer station), or both. Other uses require one space per 200 SF leasable space.

The proposed use on Lot 9 provides for 83 off-street parking spaces. Assuming 3,800 SF of restaurant and 8,400 SF of office/commercial, Article VII requires 93 spaces. Other than requested amendment to off-street parking and stacking, the proposed plan for the building on Lot 9 complies with the PD-C zoning.

The Conditional Use Permit Application is to request approval of altered parking in order to provide more stacking than required and less off-street parking than is required. The proposed design layout takes into account the known end-cap end-user's current standard building layout and drive-through configuration which is driven by market demand more less indoor dining and more drive through options.

If you have any questions or need further information, please contact me.

Very truly yours,



Caroline P. Saunders
(314) 323-0581



Department of Community Development

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

**APPLICATION FOR CONDITIONAL USE PERMIT
Under Article 11 of the Zoning Code of University City, Missouri**

1. Address/Location of Site/Building: Lot 9 of Market at Olive Plat 2

2. Zoning District (check one):

SR LR MR HR HRO GC LC CC IC PA PD - C

3. Applicant's Name, Corporate or DBA Name, Address and Daytime Telephone: _____

170 and Olive Holdco, LLC
caroline@schotthamilton.com

4. Applicant's Interest in the Property: Owner Owner Under Contract Tenant*
 Tenant Under Contract* Other* (explain): _____

* Please Note: Zoning Code Section 400.2680 requires that the application may only come from one (1) or more of the owners of record or owners under contract of a lot of record (or zoning lot), or their authorized representative. If you are applying as a tenant, tenant under contract or other, you must attach a letter from the owner stating you are an authorized representative of them and they give you permission to file this application for Conditional Use on their behalf.

5. Owner's Name, Corporate or DBA Name, Address and Daytime Telephone, if other than Applicant: _____

Applicant is fee owner.

6. Please state, as fully as possible, how each of the following standards are met or will be met by the proposed development or use for which this application is being made. Attach any additional information to this application form.

a) Complies with all applicable provisions of the University City Zoning Code (e.g. required yards and setbacks, screening and buffering, signs, etc.).

complies with PD-C but for off-street parking (article VII)

b) At the specific location will contribute to and promote the community welfare or convenience.

Building complies with current zoning and redevelopment plan.

c) Will not cause substantial injury to the value of neighboring property.

Building is part of same Development Plan.

d) Is consistent with the Comprehensive Plan, neighborhood development plan (if applicable), and any other official planning and development policies of the City.

Yes, complies with Redevelopment Plan for RPA1 Market at Olive.

e) Will provide off-street parking and loading areas in accordance with the standards contained in Article 7 of the University City Zoning Code

No; requesting CUP from Article VII.

** Please Note: You should also submit twelve (12) copies of a memo detailing the following information:

1) Description of the proposed Conditional Use, in narrative form. Please include historical information about the applicant, the company and/or the organization. Explain why this particular site was chosen for the proposal, state the number of employees that will be working at the site, state the hours of operation, explain other features unique to the proposed use and submit any other information that will help the Plan Commission and City Council in their decisions. 2) Estimated impact of the conditional use on the surrounding properties and adjacent streets, including, but not limited to, average daily and peak hour traffic generation, existing traffic volumes of adjacent streets, if available, use of outdoor intercoms, and any other operational characteristics of the proposed use that may have impacts on other adjacent or nearby properties. 3) Legal description of the property(s) proposed for the Conditional Use Permit, when the proposed use involves a substantial addition or new construction.

A Public Hearing before the Plan Commission is required by Ordinance. Notice of such Public Hearing must be published in a newspaper of general circulation at least fifteen (15) days in advance. Upon receipt of a Plan Commission Recommendation, the City Council must consider this application and supporting information before a Use Permit may be granted. A fee of \$250 must accompany this application.

08-23-2022
Date

[Signature]
Applicant's Signature and Title agent

Representing (if applicable)

FOR OFFICE USE ONLY

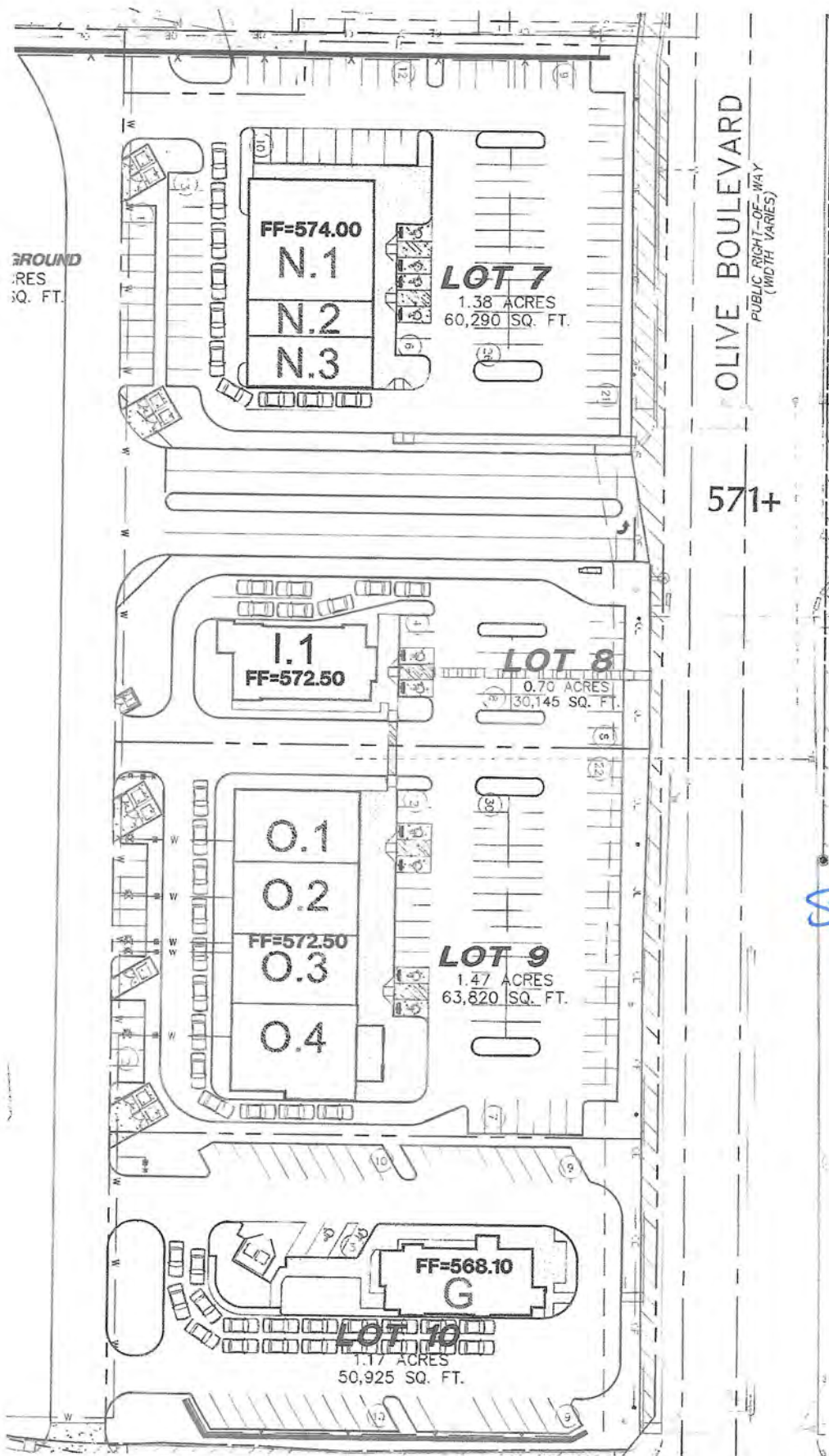
Application First Received

Application Fee in the Amount of \$ 250.- Receipt #

Application returned for corrections, additional data

Final complete application received

File # created



*stacking
Exhibit*



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

NUMBER: <i>For City Clerk Use</i>	CM20221024-04
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SUBJECT/TITLE: CUP 22-10 Application for a Conditional Use Permit to allow a reduction of up to 20% in the number of required off-street parking spaces, as required by Section 400.2140 of the Zoning Ordinance, for Lot 10 of the Market at Olive, Plat 2, in the PD-C Planned Commercial District.			
REQUESTED BY: John Wagner		DEPARTMENT / WARD: Community Development/Ward 3	
AGENDA SECTION: City Manager's Report		CAN ITEM BE RESCHEDULED? Yes	
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Managers concurs with the Plan Commission and recommends approval.			
FISCAL IMPACT: N/A			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: N/A			

STAFF COMMENTS AND BACKGROUND INFORMATION: Staff is of the opinion that the proposed use would not be detrimental to the surrounding area and recommends approval of the request to decrease the number of required off-street parking spaces, as required by Section 400.2140 of the Zoning Ordinance, for Lot 10 of the Market at Olive, Plat 2 from 47 to 41, a decrease of 12.77%.
--

CIP No.	
RELATED ITEMS / ATTACHMENTS: Attached are the Staff Report from the September 28, 2022 Plan Commission meeting - amended to include for the City Council the Commission's recommendation - the Plan Commission Transmittal Letter, Applicant Narrative with C.U.P Application.	

LIST CITY COUNCIL GOALS (S): Economic Development	
RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose	MEETING DATE: October 24, 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: Application for Conditional Use Permit CUP 22-10 – The proposed use is to allow a reduction of up to 20% in the number of required off-street parking spaces, as required by Section 400.2140 of the Zoning Ordinance, for Lot 10 of the Market at Olive, Plat 2, in the “PD-C” Planned Commercial District.

Dear Ms. Reese,

At a regularly scheduled meeting on September 28, 2022, at 6:30 p.m. via videoconference, the Plan Commission considered the above-referenced application by 170 and Olive Holdco, LLC for a Conditional Use Permit to allow a reduction of up to 20% in the number of required off-street parking spaces, as required by Section 400.2140 of the Zoning Ordinance, for Lot 10 of the Market at Olive, Plat 2, in the “PD-C” Planned Commercial District.

By a vote of 4 for and 0 against, the Plan Commission recommended approval of the application to reduce the number of parking spaces from 47 to 41, a decrease of 12.77%.

Sincerely,

Margaret Holly, Chairperson
University City Plan Commission



STAFF REPORT

City Council

MEETING DATE: October 24, 2022

FILE NUMBER: CUP 22-10

COUNCIL DISTRICT: 3

Applicant: 170 and Olive Holdco, LLC

Location: 8630 Olive Boulevard

Property Owner: 170 and Olive Holdco, LLC

Request: Conditional Use Permit (C.U.P.) to allow a reduction of up to 20% in the number of required off-street parking spaces, as required by Section 400.2140 of the Zoning Ordinance, for Lot 10 of the Market at Olive, Plat 2, in the "PD-C" Planned Commercial District.

Existing Zoning: GC – General Commercial

Existing Land Use: Vacant

Proposed Zoning: No Change

Proposed Land Use: Commercial

Surrounding Zoning and Current Land Use:

North: GC – General Commercial District / PA – Public Activity Dist.

East: GC – General Commercial District / PA – Public Activity Dist.

South: SR – Single-family Residential District

West: IC – Industrial Commercial District

STAFF RECOMMENDATION

Approval Approval with Conditions Denial

COMPREHENSIVE PLAN CONFORMANCE

Yes No No reference

Attachments:

- A. Application for Conditional Use Permit
- B. C.U.P. Applicant Memo and Site Plan

Applicant's Request – Parking Reduction

As noted in the Applicant Memo, the proposed use for Lot 10 (Building G) of Phase Two of the Market at Olive development is a restaurant. If this lot were parked according to §400.2140 of the Zoning Ordinance, 47 spaces would be required. The Applicant is requesting a decrease of 6 spaces, or a 12.77% decrease.

It should be noted that the Applicant is also requesting/providing double stacking – two lanes of more than 8 cars in lieu of the parking spaces. The Applicant's rationale is outlined in the memo.

Staff Recommendation

Staff is of the opinion that the proposed use to allow would have minimal impact on the surrounding properties and streets adjacent to the Development and provide for a better development.

Staff is recommending approval of the request for a Conditional Use Permit to decrease the number of required off-street parking spaces, as required by Section 400.2140 of the Zoning Ordinance, for Lot 10 of the Market at Olive, Plat 2 from 47 to 41, a decrease of 12.77%.

Plan Commission Meeting

At the Plan Commission meeting on September 28, 2022, the Plan Commission voted unanimously to approve the Conditional Use Permit to allow a reduction of up to 20% in the number of required off-street parking spaces, as required by Section 400.2140 of the Zoning Ordinance, for Lot 10 of the Market at Olive, Plat 2, in the "PD-C" Planned Commercial District, as presented.

August 22, 2022

John Wagner
City of University City
6801 Delmar Boulevard
University City, MO 63130

**Re: Lot 10 of Market at Olive Plat 2
8610 Olive Blvd.
Conditional Use Permit Application re Off-Street Parking**

John:

On behalf of 170 and Olive Holdco, LLC enclosed is a Conditional Use Permit Application for Lot 10 of Market at Olive Plat 2. Market at Olive Plat 2 was recorded in Book 370 Page 202-205 of the St. Louis County Recorder of Deeds. Lot 10 of Market at Olive Plat 2 (8610 Olive Blvd) ("Lot 10") is to be developed into a 3,500 square foot fast-food restaurant with two (2) drive-through windows.

Pursuant to Ordinance 7181, Lot 10 zoned "PD-C". Per the City's Zoning Code, PD-C Off-Street Parking is to be consistent with Article VII of the City's Zoning Code. Based on my reading of the Zoning Code, there is no specific use listed in Article VII of the City's Zoning Code that matches exactly the proposed use on Lot 10. It is not clear if Article VII requires off-street parking consistent for 'Restaurants' (1 space per 75 square feet) or for 'Drive-through facilities' (5 stacking spaces for each customer station), or both. Given this, I am submitting the enclosed Conditional Use Permit Application.

The proposed use on Lot 10 provides for 41 off-street parking spaces (rather than the presumably required 46.67 off-street spaces) and double stacking (two lanes with 8+ cars stacking) (rather than the presumably required 5 stacking spaces). Other than parking, the proposed plan for the building on Lot 10 complies with the PD-C zoning.

The Conditional Use Permit Application is to request approval of altered parking in order to provide more stacking than required (more than double) and less off-street parking than is required. The proposed design layout takes into account the end-users current standard building layout and drive-through configuration which is driven by market demand more less indoor dining and more drive through options.

If you have any questions or need further information, please contact me.

Very truly yours,



Caroline P. Saunders
(314) 323-0581



Department of Community Development

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

APPLICATION FOR CONDITIONAL USE PERMIT
Under Article 11 of the Zoning Code of University City, Missouri

- 1. Address/Location of Site/Building: 8610 Olive (Lot 10) Market at Olive Plat 2
2. Zoning District (check one): SR LR MR HR HRO GC LC CC IC PA VPD-C
3. Applicant's Name, Corporate or DBA Name, Address and Daytime Telephone: 170 and Olive Holdco, LLC c/o Caroline Saunders (314) 323-0581
4. Applicant's Interest in the Property: [X] Owner [] Owner Under Contract [] Tenant* [] Tenant Under Contract* [] Other* (explain):

* Please Note: Zoning Code Section 400.2680 requires that the application may only come from one (1) or more of the owners of record or owners under contract of a lot of record (or zoning lot), or their authorized representative. If you are applying as a tenant, tenant under contract or other, you must attach a letter from the owner stating you are an authorized representative of them and they give you permission to file this application for Conditional Use on their behalf.

- 5. Owner's Name, Corporate or DBA Name, Address and Daytime Telephone, if other than Applicant: Submitted by Owner

6. Please state, as fully as possible, how each of the following standards are met or will be met by the proposed development or use for which this application is being made. Attach any additional information to this application form.

a) Complies with all applicable provisions of the University City Zoning Code (e.g. required yards and setbacks, screening and buffering, signs, etc.). met

b) At the specific location will contribute to and promote the community welfare or convenience. Is part of Redevelopment of RPA 1 within Market at Olive.

c) Will not cause substantial injury to the value of neighboring property.

Convert.

d) Is consistent with the Comprehensive Plan, neighborhood development plan (if applicable), and any other official planning and development policies of the City.

yes.

e) Will provide off-street parking and loading areas in accordance with the standards contained in Article 7 of the University City Zoning Code

No; the parking provided is less than the required 1 per 75 SF in order to allow for double-stacking at drive-through.

** Please Note: You should also submit twelve (12) copies of a memo detailing the following information:

- 1) Description of the proposed Conditional Use, in narrative form. Please include historical information about the applicant, the company and/or the organization. Explain why this particular site was chosen for the proposal, state the number of employees that will be working at the site, state the hours of operation, explain other features unique to the proposed use and submit any other information that will help the Plan Commission and City Council in their decisions.
- 2) Estimated impact of the conditional use on the surrounding properties and adjacent streets, including, but not limited to, average daily and peak hour traffic generation, existing traffic volumes of adjacent streets, if available, use of outdoor intercoms, and any other operational characteristics of the proposed use that may have impacts on other adjacent or nearby properties.
- 3) Legal description of the property(s) proposed for the Conditional Use Permit, when the proposed use involves a substantial addition or new construction.

A Public Hearing before the Plan Commission is required by Ordinance. Notice of such Public Hearing must be published in a newspaper of general circulation at least fifteen (15) days in advance. Upon receipt of a Plan Commission Recommendation, the City Council must consider this application and supporting information before a Use Permit may be granted. A fee of \$250 must accompany this application.

Date 8-22-2022

Applicant's Signature and Title [Signature] agent
Representing (if applicable) 170 and Olive Holdco, LLC

FOR OFFICE USE ONLY

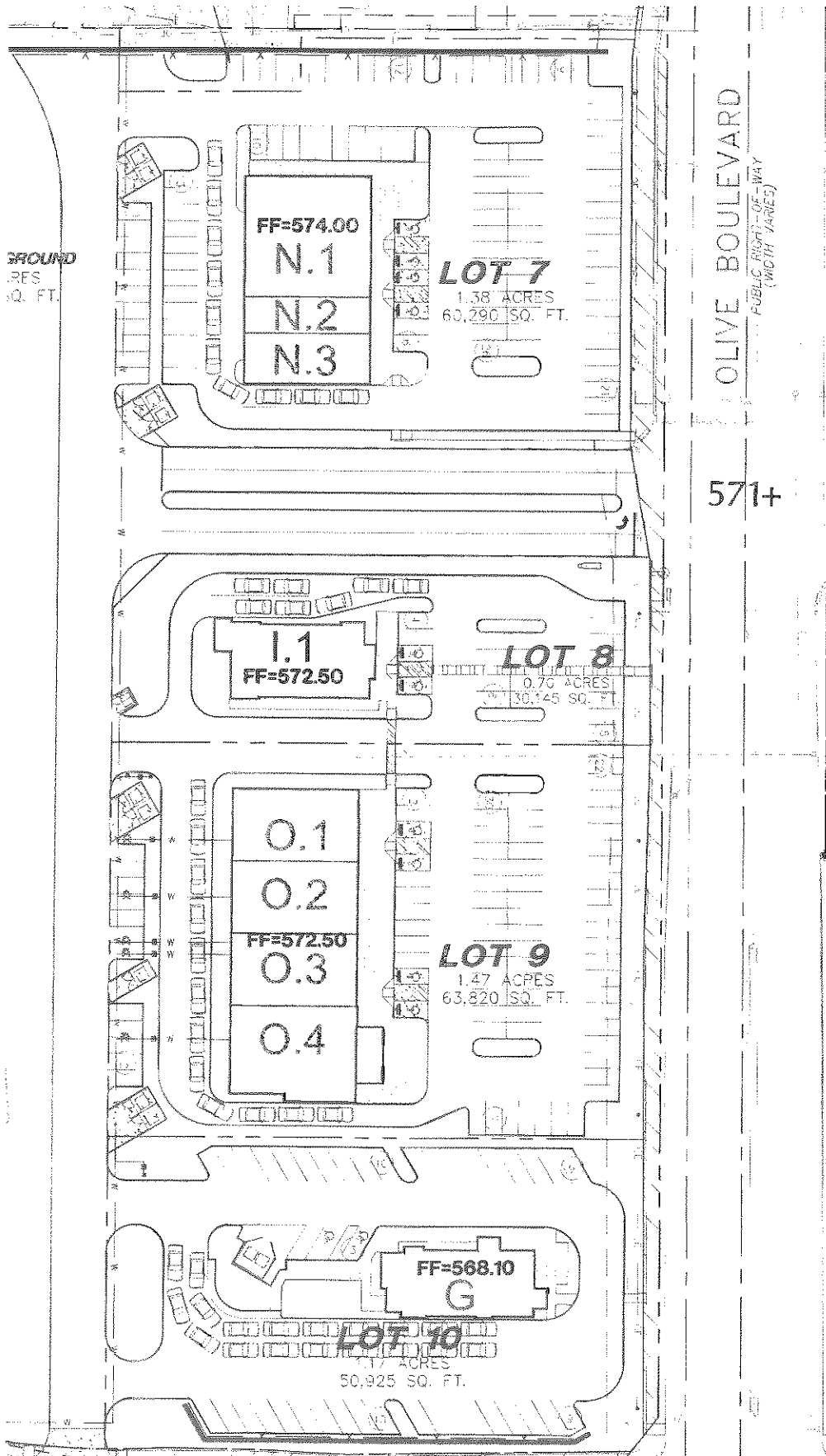
Application First Received _____

Application Fee in the Amount of \$ _____ Receipt # _____

Application returned for corrections, additional data _____

Final complete application received _____

File # _____ created _____



*Stacking
Exhibit
lot 10*



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

NUMBER: <i>For City Clerk Use</i>	CM20221024-05
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SUBJECT/TITLE: Approval of participation in reimbursement program for project funding from operations, maintenance, and construction improvement (OMCI) taxing subdistricts.			
REQUESTED BY: John Wagner		DEPARTMENT / WARD Community Development/All Wards	
AGENDA SECTION:	City Manager's Report	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval authorizing him to sign the required form for declaring University City's intent to participate in MSD OMCI Program.			
FISCAL IMPACT: This is a reimbursement program and will require approval of expenditures through the regular budget process with later full reimbursement by MSD.			
AMOUNT:	\$195,759 + \$33,534 = \$229,293	ACCOUNT No.:	14-40-90_8100
FROM FUND:		TO FUND:	
EXPLANATION: The program is to leverage funds from MSD OMCI Taxing Subdistricts of the University City branches of River Des Peres and Deer Creek. 50% of the revenue collected from these sources is proposed to be used for eligible stormwater project expenditures in University City.			

STAFF COMMENTS AND BACKGROUND INFORMATION: For both OMCI Subdistricts in University City, the recommendation is to choose Option A on the required forms to indicate that the City of University City will participate in the reimbursement program and will submit an application for stormwater reimbursements when requested. This action would be consistent with University City's action for the previous fiscal year's program.
--

CIP No.	
RELATED ITEMS / ATTACHMENTS: 1. MSD Cover Letter for Request for Intent to Participate in the OMCI Program for 2023. 2. Intent forms for the two applicable OMCI Taxing Subdistricts in University City: River Des Peres and Deer Creek.	

LIST CITY COUNCIL GOALS (S): Public Safety Prudent Fiscal Management Stormwater improvements and flood risk mitigation.			
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	September 12, 2022



September 21, 2022

RE: Request for Intent to Participate in Municipal Reimbursement Program from Operations, Maintenance, and Construction Improvement (OMCI) Taxing Subdistricts

Dear Public Officials:

In 2023, the Metropolitan St. Louis Sewer District (MSD) is again offering a grant program in certain OMCI subdistricts for local agencies to use up to a 50% share of OMCI subdistrict revenue from their municipality for their own stormwater purposes.

Included with this letter is a Municipal Certification of Intent to Participate form for each OMCI subdistrict in which your municipality is located. As in years past, this form identifies the OMCI subdistrict and the 2023 revenue allocation for which the municipality is eligible. It also indicates the municipality's unallocated balance from previous years (if applicable), and the total allocation available.

At this time, you only need to identify your municipality's interest in participating in the grant reimbursement program for 2023. There is not yet a need to identify the specific uses for the funding. **Please review and return the form by October 21, 2022. Failure to respond by November 4, 2022, will forfeit the municipality's allocation** of 2023 funding.

If the municipality intends to apply for a reimbursement project in 2023, please indicate that on the included form. Further guidance on the grant application process will be provided in a subsequent transmittal before the end of this calendar year. Multiple applications can be submitted to utilize the allocation; however, the stormwater use must be within the OMCI boundary from which the reimbursement is requested. Additionally, the annual fund allocations must be utilized by the municipality within five years or the unutilized portion, more than five years old, will be forfeited from the remaining balance.

MSD will use the balance of the OMCI funds, not allocated for grants, for the design and construction of MSD identified stormwater capital projects within the OMCI.

If you have further questions, they can be addressed to Jeff Riepe, Engineering Program Planning Stormwater Team Lead, at 314-768-6271, JRIEPE@stlmsd.com. MSD thanks you for your support of our programs. We look forward to working with you to address stormwater issues within our community.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Richard L. Unverferth', is written over a faint, illegible background.

Richard L. Unverferth, PE
Director of Engineering

Attachments: Municipal Certification of Intent to Participate

**University City Branch of RDP OMCI Reimbursements Program
2023 Municipal Certification of Intent to Participate**



Municipality: City of University City

Fiscal Year 2023 Allocation:	\$195,759
<u>Unencumbered Allocation from previous years</u>	<u>\$359,952</u>
Total Allocation Available:	\$555,711

In 2023 the Metropolitan St. Louis Sewer District plans to allocate **University City Branch of RDP** taxing subdistrict revenue to municipalities to reimburse them for costs incurred for eligible stormwater projects. Eligible stormwater expenditures may include the following: storm sewer and inlet construction; drainage improvements; streambank stabilization and erosion control projects; clearing under bridges or clearing detention basins; stormwater planning or engineering costs; and other stormwater related expenses as determined appropriate by the District. Activities for MS4 permit compliance and routine maintenance are not considered eligible. Your municipality's allocation is indicated above, and options are listed below.

Last year the **City of University City** chose option **(A)** from the selections below.

Please indicate your choice for 2023, and sign and return this form no later than October 21, 2022.

Failure to respond by November 4, 2022, will forfeit your municipality's allocation for this fiscal year.

Official Contact for Reimbursement Program: Name: _____

Title: _____

E-mail: _____

Phone: _____

Choose One:

- (A)** City of University City will participate in the reimbursements program this fiscal year and plans to submit an application for stormwater reimbursement project in 2023. Further guidance on the grant application process will be provided in a subsequent transmittal before January 1, 2023.
- (B)** City of University City will participate in the reimbursements program this fiscal year; however, does not anticipate applying for funding before Dec. 31, 2023. We understand that, if the program continues, allocations can only be reserved up to five years before being forfeited.
- (C)** City of University City will not participate in the reimbursements program this fiscal year. Our allocation is forfeited and will be used by MSD for other stormwater purposes.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Return completed form to: Jeff Riepe, MSD, 2350 Market Street, St. Louis, MO 63103 or jriepe@stlmsd.com

**Deer Creek OMCI Reimbursements Program
2023 Municipal Certification of Intent to Participate**



Municipality: City of University City

Fiscal Year 2023 Allocation:	\$33,534
<u>Unencumbered Allocation from previous years</u>	<u>\$66,532</u>
Total Allocation Available:	\$100,066

In 2023 the Metropolitan St. Louis Sewer District plans to allocate **Deer Creek** taxing subdistrict revenue to municipalities to reimburse them for costs incurred for eligible stormwater projects. Eligible stormwater expenditures may include the following: storm sewer and inlet construction; drainage improvements; streambank stabilization and erosion control projects; clearing under bridges or clearing detention basins; stormwater planning or engineering costs; and other stormwater related expenses as determined appropriate by the District. Activities for MS4 permit compliance and routine maintenance are not considered eligible. Your municipality's allocation is indicated above, and options are listed below.

Last year the **City of University City** chose option **(A)** from the selections below.

Please indicate your choice for 2023, and sign and return this form no later than October 21, 2022.

Failure to respond by November 4, 2022, will forfeit your municipality's allocation for this fiscal year.

Official Contact for Reimbursement Program: Name: _____

Title: _____

E-mail: _____

Phone: _____

Choose One:

- (A)** City of University City will participate in the reimbursements program this fiscal year and plans to submit an application for stormwater reimbursement project in 2023. Further guidance on the grant application process will be provided in a subsequent transmittal before January 1, 2023.
- (B)** City of University City will participate in the reimbursements program this fiscal year; however, does not anticipate applying for funding before Dec. 31, 2023. We understand that, if the program continues, allocations can only be reserved up to five years before being forfeited.
- (C)** City of University City will not participate in the reimbursements program this fiscal year. Our allocation is forfeited and will be used by MSD for other stormwater purposes.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Return completed form to: Jeff Riepe, MSD, 2350 Market Street, St. Louis, MO 63103 or jriepe@stlmsd.com

CITY OF UNIVERSITY CITY COUNCIL MEETING

AGENDA ITEM



NUMBER: <i>For City Clerk Use</i>	UB20221024-01
--------------------------------------	---------------

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:	Unfinished 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, Gregorory Rose	MEETING DATE:	October 24, 2022
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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

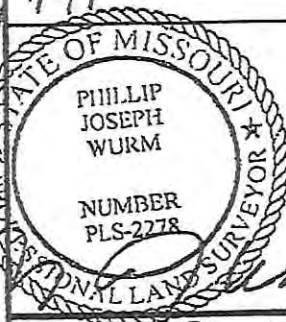
90°

90°

6.0'

94.00'

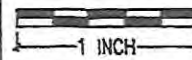
WESTVIEW (50' WIDE) DRIVE



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>	UB20221024-02
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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
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AGENDA SECTION: Unfinished Business Bill 9488	CAN ITEM BE RESCHEDULED? Yes
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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.:	
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FROM FUND:		TO FUND:	
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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 (S):
Encourage High Quality Growth

RESPECTFULLY SUBMITTED: City Manager, Gregorory Rose	MEETING DATE: October 24, 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".

Margaret Holly, Chairperson
University City Plan Commission

INTRODUCED BY: Councilmember Bwayne Smotherson

DATE: October 10, 2022

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 final plat 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. 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 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. HARRIS
 CHECKED BY: J. HARRIS
 APPROVED BY: J. HARRIS

REVISIONS

NO.	DATE	DESCRIPTION
1	08/13/2018	ISSUED FOR PERMITTING

PROPOSED LOT SIZES

LOT	AREA (SQ. FT.)	AREA (ACRES)
LOT 6	11,111	0.254
LOT 7	8,000	0.183
LOT 8	12,000	0.275
LOT 9	28,603	0.657



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
 28,603 SF
 PARKING PROVIDED

PARKING SUMMARY

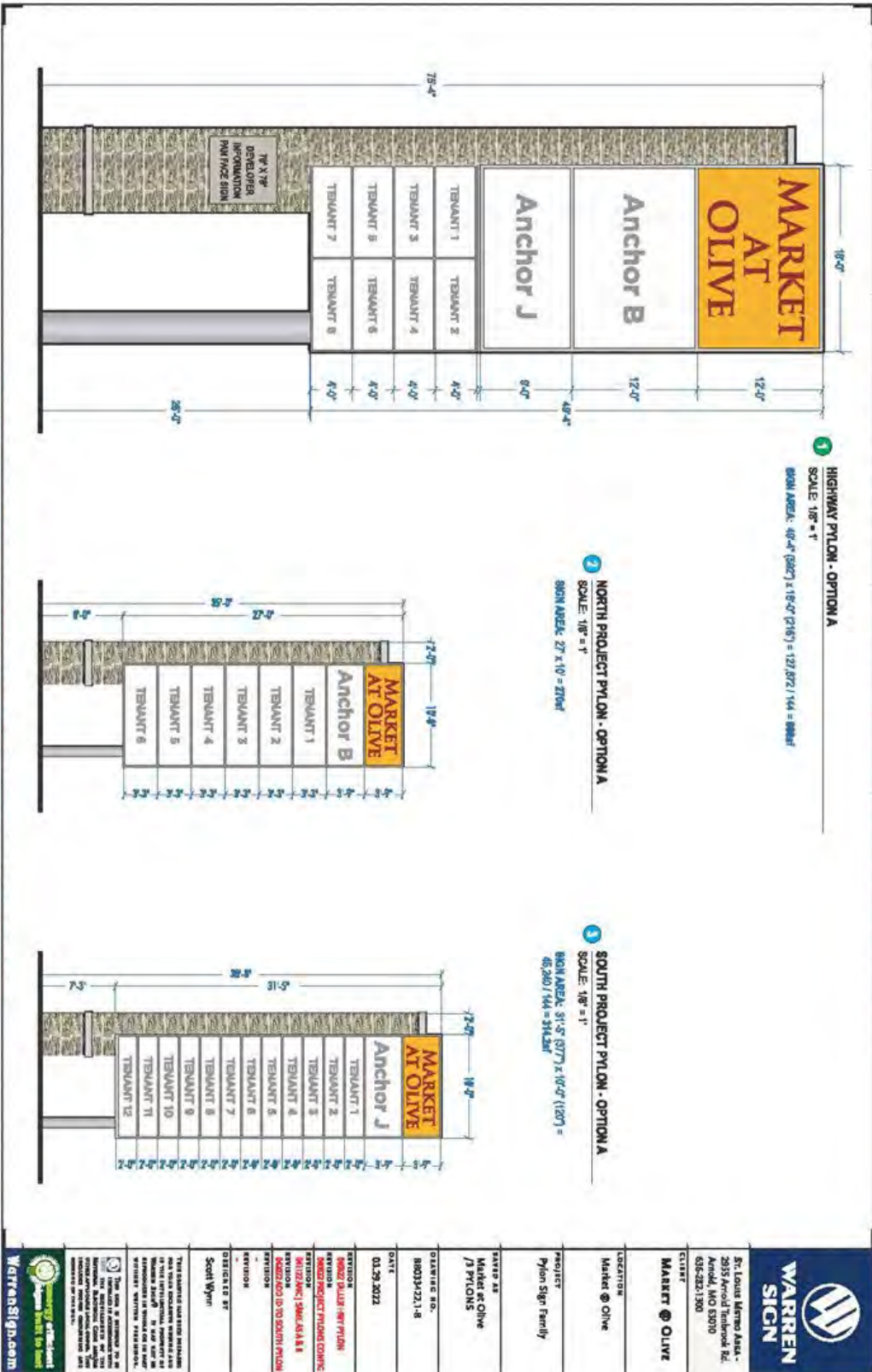
TYPE	NO.	AREA (SQ. FT.)
STANDARD	111	11,111
COMPACT	111	11,111
BIKE	111	11,111
TOTAL	333	33,333

U.S.D. BASE MAP 17L/7K
 DOC. NO. 17K4308B5
 2nd CORR. 6/1/12

<p>C4.0</p>	<p>SITE PLAN</p>	<p>FINAL DEVELOPMENT PLAN FOR MARKET AT OLIVE</p> <p>UNIVERSITY CITY, MO 63102</p>	<p>GRIMES CONSULTING, INC. Civil Engineering & Surveying Services</p>	
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Exhibit A

IF THIS NOTE IS VISIBLE ON THE PRINT, THE DRAWING HAS NOT BEEN PRINTED IN SCALE. SELECT A DIFFERENT SIZE FROM YOUR PLOTTER OR PRINT OPTION & REPRINT THE DRAWING.



IF THIS NOTE IS VISIBLE ON THE PRINT, THE DRAWING HAS NOT BEEN PRINTED IN SCALE. SELECT A DIFFERENT SIZE FROM YOUR PLOTTER OR PRINT OPTION & REPRINT THE DRAWING.



371 Louis Metro Area -
 2515 Perrod Terrace Rd.
 Kenton, KY 40500
 606-282-1380

CLIENT
MARKET @ OLIVE

LOCATION
 Market @ Olive

PROJECT
 Pylon Sign Family

OWNER AS
 Market @ Olive
 /3 PYLONS

DRAWING NO.
 BR03/21.1-B

DATE
 01.29.2022

REVISION
NEW PYLON SIGN FAMILY

REVISION
REMOVED PROJECT FUTURE CONC

REVISION
REMOVED SIGN FAMILY

REVISION
REMOVED SIGN FAMILY

DESIGNED BY
 Scott Wynn

THE DRAWING IS THE PROPERTY OF WARREN SIGN AND SHALL REMAIN THE PROPERTY OF WARREN SIGN. 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.

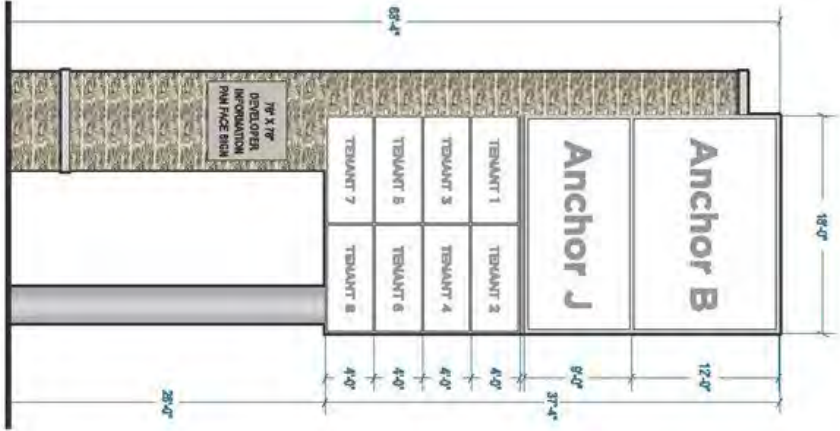
THIS SIGN IS DESIGNED TO BE USED IN CONJUNCTION WITH THE SIGNAGE SYSTEMS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE SIGNAGE SYSTEMS AND SHALL BE MAINTAINED IN ACCORDANCE WITH THE SIGNAGE SYSTEMS.

WARREN SIGN
 371 Louis Metro Area -
 2515 Perrod Terrace Rd.
 Kenton, KY 40500
 606-282-1380

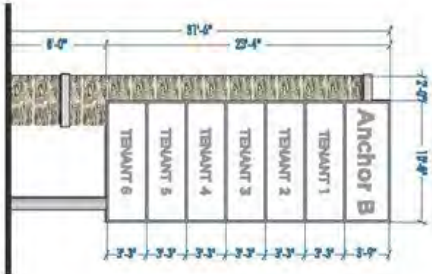
WarrenSign.com

Exhibit A

IF THIS NOTE IS VISIBLE ON THE PRINT, THE DRAWING HAS NOT BEEN PRINTED IN SCALE. SELECT ACTUAL SIZE FROM YOUR PLOT PRINT OPTION & REPRINT YOURS.



1 HIGHWAY PYLON - OPTION B
SCALE: 1/8" = 1'
SIGN AREA: 37'-0" (448") x 18'-0" (216") = 801,360 / 144 = 5565



2 NORTH PROJECT PYLON OPTION B
SCALE: 1/8" = 1'
SIGN AREA: 25'-0" (300") x 10' (120") = 30,000 / 144 = 208.33



3 SOUTH PROJECT PYLON OPTION B
SCALE: 1/8" = 1'
SIGN AREA: 27'-0" (324") x 10'-0" (120") = 32,400 / 144 = 225



St. Louis Metro Area -
2935 Arnold Turnpike Rd.
Arnold, MO 63010
636.282.1300

CLIENT:
MARKET @ OLIVE

LOCATION:
Market @ Olive

PROJECT:
Pylon Sign Family

DESIGN BY:
Market @ Olive
/ 3 PYLONS

DRAWING NO.:
8800342211-C

DATE:
01.29.2022

REVISION:
REMOVED ALL 18" BY Pylon

REVISION:
REMOVED PROJECT PYLON CORNER

REVISION:
REVISED SIGN FAMILY

REVISION:
SIGNED DESIGN LAYOUTS

REVISION:
-

DESIGNED BY:
Scott Wynn

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WARREN SIGN IS AN EQUAL OPPORTUNITY EMPLOYER. WE ENCOURAGE ALL QUALIFIED APPLICANTS TO APPLY. WE ARE AN EQUAL OPPORTUNITY EMPLOYER. WE DO NOT DISCRIMINATE ON THE BASIS OF RACE, GENDER, RELIGION, NATIONAL ORIGIN, ANCESTRY, COLOR, SEX, OR AGE.





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

NUMBER: <i>For City Clerk Use</i>	NB20221024-01
---	---------------

SUBJECT/TITLE: Stop Signs on Melrose at Mt. Vernon			
REQUESTED BY: Darren Dunkle		DEPARTMENT / WARD Public Works/Ward 3	
AGENDA SECTION:	New Business - Bill 9489	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Approve Bill (see attachment for draft) for installing Stop signs (2 ea.) on Melrose at Mt. Vernon intersection with "Cross Traffic Does Not Stop" supplemental plaques.			
FISCAL IMPACT: The expenditure is within budgeted annual Sign Supplies expenditure			
AMOUNT:	\$250	ACCOUNT No.:	01-40-32-7810
FROM FUND:	General Revenue Fund	TO FUND:	
EXPLANATION: The Traffic Commission, at their September meeting, moved to approve the staff recommendation to install Stop signs on Melrose at Mt. Vernon.			

STAFF COMMENTS AND BACKGROUND INFORMATION: A traffic request was received to alert the department to an unsafe condition at the referenced location with respect to the intersection traffic control. After review and consultation with the Police department, staff recommended placing the Stop signage.

CIP No.	N/A
RELATED ITEMS / ATTACHMENTS: 1) Draft Bill	

LIST CITY COUNCIL GOALS (5): Public Safety Maintain safe traffic flow with traffic controls meeting regulatory warrants.			
RESPECTFULLY SUBMITTED:	Gregory Rose, City Manager	MEETING DATE:	October 24, 2022

INTRODUCED BY:

DATE:

BILL NO: 9489

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE VII OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN.

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

Section 1. Schedule VII of the Traffic Code, of the University City Municipal Code is amended as provided herein. Language to be added to the Code is represented as highlighted. This Ordinance contemplates no revisions to the Code other than those so designated; any language or provisions from the Code omitted from this Ordinance remains in full force and effect.

Section 2. Schedule VII Stop Intersections, Table VII-A Stop Intersections” of the Traffic Code is hereby amended to add the following line item:

Stop Street	Cross Street	Stops
Melrose	Mt. Vernon	(Blank)

Section 3. This ordinance shall not be construed so as to relieve any person, firm or corporation from any penalty heretofore incurred by the violation of the sections revised by this amendment nor bar the prosecution for any such violation.

Section 4. Any person, firm or corporation violating any of the provisions of this ordinance shall be punished in accordance with the provisions of the University City Municipal Code.

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



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

NUMBER: <i>For City Clerk Use</i>	NB20221024-02
---	----------------------

SUBJECT/TITLE: REZ 22-07 Application for a Zoning Map Amendment and approval of a Preliminary Development Plan for Lot A and Common Ground 2 of the Market at Olive Development, Plat 4.			
REQUESTED BY: John L. Wagner		DEPARTMENT / WARD Community Development/Ward 3	
AGENDA SECTION:	New Business Bill 9490	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Managers concurs with the Plan Commission and recommends approval of the Map Amendment and Preliminary Site Development Plan with the conditions listed in this packet.			
FISCAL IMPACT: N/A			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: N/A			

STAFF COMMENTS AND BACKGROUND INFORMATION:
Staff recommends approval of the Map Amendment and Preliminary Site Development Plan with the following conditions:
 1. The use associated with this development shall be for a restaurant, including drive-through facilities; and
 2. Off-street parking and loading requirements shall be provided as required by a Conditional Use Permit for the site lowering the number of parking spaces from 59 to 54.
 3. The buildings and property shall be developed, constructed and maintained in compliance with the plans submitted and attached with the Final Development Plan.
 4. A detailed construction traffic control and parking plan should be submitted to the Director of Planning & Development for approval.

CIP No.	
RELATED ITEMS / ATTACHMENTS: Attached are the Plan Commission Transmittal Letter, Staff Report from the September 28, 2022 Plan Commission meeting - amended to include for the City Council the Plan Commission's recommendation, the Preliminary Development Plan, and a Draft Ordinance. A resolution for the Preliminary Development Plan will be prepared for the November 14, 2022 City Council meeting.	

LIST CITY COUNCIL GOALS (S): Economic Development			
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	October 24, 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: Zoning Map Amendment – Lot A and Common Ground, Market at Olive North (IV)

Dear Ms. Reese,

At a regularly scheduled meeting on September 28, 2022, at 6:30 p.m. via videoconference, the Plan Commission considered the application of U. City, LLC for a Zoning Map Amendment for Lot A and Common Ground, Market at Olive North, Plat 4, and to further consider approval of a Preliminary Development Plan.

By a vote of 4 to 0, the Plan Commission recommended approval of the Zoning Map Amendment and Preliminary Development Plan with the following conditions:

1. The use associated with this development shall be for a restaurant, including drive-through facilities.
2. Off-street parking and loading requirements shall be provided as required by a Conditional Use Permit for the site lowering the number of parking spaces from 59 to 54.
3. 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 September 6, 2022 and the Landscape Plan dated September 2, 2022. The height and mass shall be restricted to that shown on the Final Development Plan and in the Building Elevations included with this report.
4. 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.

Sincerely,

Margaret Holly, Chairperson
University City Plan Commission



Department of Community Development

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

STAFF REPORT

City Council

MEETING DATE: October 24, 2022

FILE NUMBER: REZ 22-07

COUNCIL DISTRICT: 3

Applicant: U. City, LLC

Location: Lot A and Common Ground, Market at Olive North (IV)

Request: A Zoning Map Amendment from Planned Development Commercial District (PD-C), General Commercial District (GC) and Single-family Residential District (SR), to Planned Development Commercial District (PD-C) and to further consider approval of a Preliminary Site Development Plan and Final Site Development Plan for the proposed commercial development.

Existing Zoning: Planned Development Commercial District (PD-C), General Commercial District (GC) and Single-family Residential District (SR)

Proposed Zoning: Planned Development Commercial District (PD-C)

Existing Land Use: Vacant, empty commercial building and houses

Proposed Land Use: Restaurant

Surrounding Zoning and Land Use

North: IC – Industrial Commercial

East: SR – Single-family Residential / GC – General Commercial District

South: PD-C – Planned Development Commercial District

West: PD-C – Planned Development Commercial District

COMPREHENSIVE PLAN CONFORMANCE

Yes No No reference

PLAN COMMISSION RECOMMENDATION

Approval Approval with Conditions in Resolution Denial

ATTACHMENTS

- A. Map Amendment Application
- B. Preliminary and Final Site Development Plan
- C. Landscape Plan – Olive Frontage
- D. Landscape Plan – Restaurant Site
- E. Site Lighting Cut Sheets
- F. Site Photometric Plan
- G. Building Elevations

Applicant's Request

The Applicant is requesting that the site be rezoned from Planned Development Commercial District (PD-C), General Commercial District (GC) and Single-family Residential District (SR), to Planned Development Commercial District (PD-C) and to further consider approval of a Preliminary Site Development Plan and Final Site Development Plan for the proposed commercial development.

The rezoning covers only one of the “out lots” of the Market at Olive Phase IV development, specifically for a Chick-Fil-A restaurant.

Existing Property

The existing property where the restaurant is proposed is along Olive Boulevard where the western part of Jeffrey Plaza was located. There will be only two out lots in Phase IV of the Market at Olive development: one at the corner of Woodson Road and Olive Boulevard, and this parcel immediately to the west. A larger anchor parcel is proposed to the north of these out lots.

The development of this restaurant is part of the larger “Market at Olive” redevelopment project that is currently underway and is consistent with the overall site concept plan.

Analysis

Vehicular Access

There is one (1) proposed entry point into the development off the inner drive aisle. Two exit points are listed: the same entry way as well as an exit from the drive through lanes. As is the case on most new Chick-Fil-A locations, a double drive-through lane is proposed.

Comprehensive Plan

It is staff's opinion that the proposed development is consistent with the goals and objectives of the University City Comprehensive Plan Update of 2005. Applicable sections from the Plan Update that support this opinion include:

Chapter 3, of the Comprehensive Plan Update of 2005, under Land Use and Redevelopment, as a general policy, states, *“The City will strongly support development(s) that promote desirable planning concepts such as neighborhood-serving, mixed uses and transit-oriented development and enhance the pedestrian*

character of the City.” The Comprehensive Plan also indicates that the City “will encourage the design of commercial and retail structures along major corridors for multiple tenants and mixed uses.”

Plan Commission Meeting

At the Plan Commission meeting on September 28, 2022, the Plan Commission voted unanimously (4 – 0) to approve the map Amendment for Lot A and Common Ground, Market at Olive North, Plat IV from Planned Development Commercial District (PD-C), General Commercial District (GC) and Single-family Residential District (SR), to Planned Development Commercial District (PD-C). The Commission also voted unanimously to approve a Preliminary Site Development Plan for the site.

There were primarily two issues with the Applicant’s proposal:

1. The site was one parking stall shy of the required number of spaces required by the Zoning Ordinance. The plan showed 58 spaces where 59 are required. The Applicant opted to not ask for approval of the Final Development Plan at this meeting in lieu of requesting a Conditional Use Permit to lower the number of parking spaces required. That request is on the October 26 Plan Commission agenda. This has been noted in the recommendations below.

Conclusion/Recommendation

Based on this report’s analysis Staff recommends approval of the Applicant’s proposed Map Amendment and Preliminary Site Development Plan with the following conditions:

1. The use associated with this development shall be for a restaurant, including drive-through facilities; and
2. Off-street parking and loading requirements shall be provided as required by a Conditional Use Permit for the site lowering the number of parking spaces from 59 to 54.
3. 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 September 6, 2022 and the Landscape Plan dated September 2, 2022. The height and mass shall be restricted to that shown on the Final Development Plan and in the Building Elevations included with this report.
4. 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.

INTRODUCED BY: _____

DATE: _____

BILL NO. 9490

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 400.070 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE OFFICIAL ZONING MAP, BY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF PROPERTY KNOWN AS LOT A AND COMMON GROUND 2 OF PLAT 4 OF THE MARKET AT OLIVE DEVELOPMENT, FROM “PD” PLANNED DEVELOPMENT COMMERCIAL DISTRICT, “GC” GENERAL COMMERCIAL AND “SR” SINGLE-FAMILY RESIDENTIAL DISTRICT TO “PD” PLANNED DEVELOPMENT COMMERCIAL DISTRICT (“PD-C”).

WHEREAS, Chapter 400 of the University City Municipal Code divides the City into several zoning districts, and regulates the character of buildings which may be erected in each of said districts, and the uses to which the buildings and premises located therein may be put; and

WHEREAS, the City Plan Commission examined an amendment of the Official Zoning Map of the City which changes the classification of property known as Lot A and Common Ground 2 associated with the Market at Olive Development, Plat 4, from Planned Development Commercial District (PD-C), General Commercial District (GC) and Single-family Residential District (SR), to Planned Development Commercial District (PD-C); and

WHEREAS, the City Plan Commission, in a meeting held via video conference on September 28, 2022, considered said amendment and recommended to the City Council that it be enacted into an ordinance; and

WHEREAS, due notice of a public hearing to be held by the City Council in the City Council Chambers at City Hall at 6:30 p.m., on November 14, 2022, was duly published in the St. Louis Countian, a newspaper of general circulation within said City on October 30, 2022; and

WHEREAS, said public hearing was held at the time and place specified in said notice, and all suggestions or objections concerning said amendment of the Official Zoning Map of the City were duly heard and considered by the City Council.

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

Section 1. Section 400.070 of the University City Municipal Code, relating to the Official Zoning Map, is hereby amended by amending the Official Zoning Map illustrating the zoning districts established pursuant to Section 400.070, for property known as Lot A and Common Ground 2 of the Market at Olive Development, Plat 4, so as to change the classification of said property from Planned Development Commercial District (PD-C), General Commercial District (GC) and Single-family Residential District (SR), to Planned Development Commercial District (PD-C). The following land uses and developments may be permitted in said PD-C District, subject to approval of a final development plan: restaurant, including drive-through facilities.

Section 2. Said property described as Lot A and Common Ground 2 of the Market at Olive Development, Plat 4, totaling 2.276 acres, is more fully described with a legal description, attached hereto, marked Exhibit “A” and made a part hereof.

Section 3. By Resolution No. _____, the City Council approved a preliminary development plan known as “Lot A and Common Ground 2 of Market at Olive Development, Plat 4,” and authorized the preparation of a final development plan. A final development plan and plat must be approved by the City Council prior to the issuance of any building permits in connection with the development. A landscape plan shall be submitted for review and approval with the Final Development Plan.

Section 4. This ordinance shall not be construed so as to relieve any person, firm or corporation from any penalty incurred by the violation of Section 400.070, nor bar the prosecution of any such violation.

Section 5. Any person, firm, or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be subject to the penalties provided in Section 400.2570 of the University City Municipal Code.

Section 6. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED and ADOPTED this _____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

EXHIBIT A – LEGAL DESCRIPTION FOR REZONING – LOT A AND COMMON GROUND 2, MARKET AT OLIVE, PLAT 4

LOT A Description

A tract of land being part of Lots 5-7 of Block 1 of St. Patrick Courts, as recorded in Plat Book 48 Page 33, part of Lot 2 of Market and Olive as recorded in Plat Book 369 Page 124 and part of Lots 2 and 3 of the Subdivision of CHARLES H. GIERS ESTATE, Section 4 & 5, Township 45 North, Range 6 East, according to the plat thereof recorded in Plat Book 6 on page 3 in Township 45, North, Range 6 East of the Fifth Principal Meridian, University City, St Louis County, Missouri being more particularly described as follows:

Commencing at the southwest corner of above Lot 2 of Market and Olive, said point also being located on the north right-of-way line of Olive Boulevard, variable width; thence along said right-of-way line South 87 degrees 54 minutes 10 seconds East, 33.00 feet to the POINT OF BEGINNING of the herein described tract; thence departing said right-of-way line the following courses and distances: North 00 degrees 27 minutes 36 seconds East, 157.03 feet; North 03 degrees 31 minutes 53 seconds East, 58.36 feet to the beginning of a curve to the right having a radius of 42.00 feet; along said curve with an arc length of 63.39 feet and a chord which bears North 46 degrees 46 minutes 11 seconds East, 57.54 feet; South 89 degrees 59 minutes 31 seconds East, 201.39 feet and South 00 degrees 27 minutes 35 seconds West, 250.41 feet to that part of above said Lot 2 and 3 of CHARLES H. GIERS ESTATE to be dedicated to Missouri Department of Transportation; then along said proposed right-of-way, South 89 degrees 49 minutes 17 seconds West, 2.50 feet and South 88 degrees 59 minutes 09 seconds West, 236.26 feet to the existing north right-of-way line of above said Olive Boulevard; thence along said right-of-way line, South 88 degrees 49 minutes 30 seconds West, 6.00 feet and North 87 degrees 54 minutes 10 seconds West, 1.45 feet to the POINT OF BEGINNING.

Containing 61,581 square feet or 1.414 acres, more or less.

Common Ground 2 Description

A tract of land being part of Lots 1-7 of Block 1 and part of Vacated Elmore Court both of St. Patrick Courts, as recorded in Plat Book 48 Page 33, and part of Lot 2 of Market and Olive as recorded in Plat Book 369 Page 124 in Township 45, North, Range 6 East of the Fifth Principal Meridian, University City, St Louis County, Missouri being more particularly described as follows:

Beginning the southwest corner of above Lot 2 of Market and Olive, said point also being located on the north right-of-way line of Olive Boulevard, variable width; thence along the common line between Lots 1 and 2 of said Market and Olive, the following courses and distances: North 00 degrees 26 minutes 14 seconds East, 280.64 feet; North 14 degrees 59 minutes 08 seconds East, 248.43 feet and North 00 degrees 27 minutes 35 seconds East, 56.19 feet; thence departing said common line, the following courses and distances: South 89 degrees 32 minutes 25 seconds East, 2.17 feet; South 07 degrees 52 minutes 59 seconds East, 70.14 feet; South 00 degrees 01 minute 30 seconds West, 44.57 feet to the beginning of a non-tangent curve to the right having a radius of 562.00 feet; thence along said curve with an arc length of 88.44 feet and a chord which bears South 04 degrees 05 minutes 47 seconds West, 88.35 feet; South 00 degrees 19 minutes 19 seconds West, 69.94 feet; to the beginning of a non-tangent curve to the left having a radius of 19.00 feet; along said curve with an arc length of 10.15 feet and a chord

which bears South 74 degrees 13 minutes 49 seconds East, 10.03 feet and South 89 degrees 31 minutes 35 seconds East, 441.26 feet to the west line of that part of vacated Elmore Court, 50 feet wide and Lot 1 of Block 1 of above said St. Patrick Courts as dedicated to St. Louis County, Missouri; thence along said west line, South 01 degree 59 minutes 58 seconds East, 6.04 feet and South 00 degrees 18 minutes 31 seconds East, 33.63 feet; thence departing said west line the following courses and distances: North 89 degrees 23 minutes 43 seconds West, 7.00 feet; North 47 degrees 43 minutes 16 seconds West, 14.07 feet; North 00 degrees 24 minutes 53 seconds East, 7.00 feet; North 89 degrees 37 minutes 36 seconds West, 198.24 feet; South 00 degrees 31 minutes 21 seconds West, 23.02 feet; North 89 degrees 59 minutes 31 seconds West, 227.63 feet; to the beginning of a curve to the left having a radius of 42.00 feet and a chord which bears South 46 degrees 46 minutes 11 seconds West, 57.54 feet; South 03 degrees 31 minutes 53 seconds West, 58.36 feet and South 00 degrees 27 minutes 36 seconds West, 157.03 feet to the north right-of-way line of above said Olive Boulevard; thence along said right-of-way line, North 87 degrees 54 minutes 10 seconds West, 33.00 feet to the POINT OF BEGINNING.

Containing 37,568 square feet or 0.862 acres, more or less.

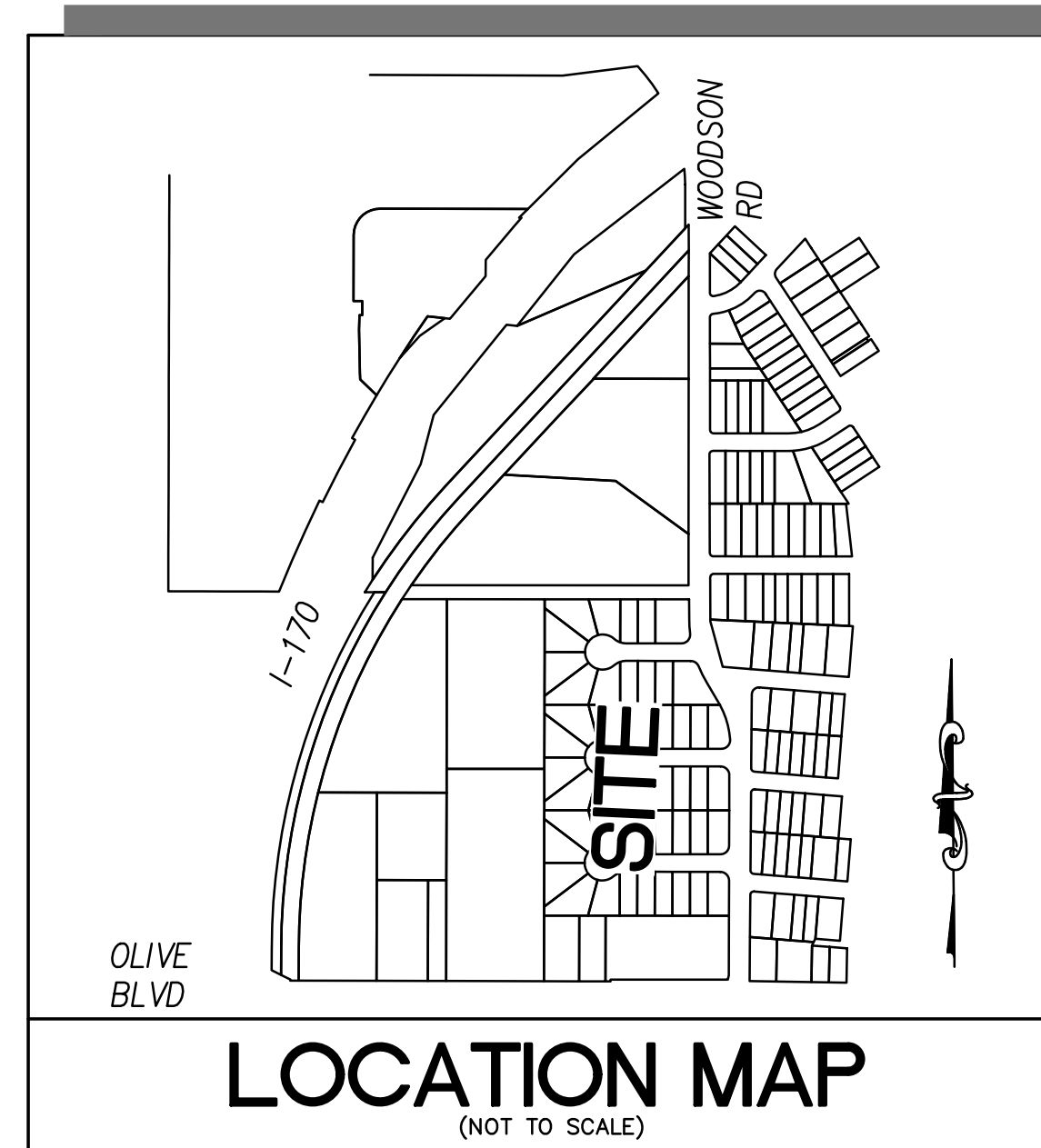
MARKET AT OLIVE NORTH- LOT A AND COMMON GROUND 2

A TRACT OF LAND BEING LOTS 1 THRU 7, AND 12 THRU 18 OF BLOCK 1, LOTS 1 THRU 7, AND 12 THRU 18 OF BLOCK 2 AND LOT 1 THRU 5 AND LOTS 11 THRU 13 OF BLOCK 3 OF ST. PATRICK COURTS AS PER PLAT BOOK 48 PAGE 33 LOCATED IN TOWNSHIP 46 NORTH, RANGE 6 EAST OF THE 5TH PRINCIPAL MERIDIAN, UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

PRELIMINARY DEVELOPMENT PLAN

LEGEND	
	BENCH MARK
	FOUND IRON ROD
	FOUND IRON PIPE
	RIGHT OF WAY MARKER
	UTILITY POLE
	SUPPORT POLE
	UTILITY POLE WITH LIGHT
	LIGHT STANDARD
	ELECTRIC METER
	ELECTRIC MANHOLE
	ELECTRIC PEDESTAL
	ELECTRIC SPLICE BOX
	ELECTRIC BREAKER
	GAS DRIP
	GAS METER
	GAS VALVE
	TELEPHONE MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE SPLICE BOX
	CABLE TV PEDESTAL
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	WATER MANHOLE
	WATER METER
	WATER VALVE
	POST INDICATOR VALVE
	CLEAN OUT
	STORM MANHOLE
	GRATED MANHOLE
	STORMWATER INLET
	GRATED STORMWATER INLET
	SANITARY MANHOLE
	TREE
	BUSH
	TRAFFIC SIGNAL
	PARKING METER
	STREET SIGN
	SPRINKLER
	MAIL BOX

ABBREVIATIONS	
C.O.	CLEANOUT
DB	DEED BOOK
E	ELECTRIC
FL	FLOWLINE
FT	FEET
FND.	FOUND
G	GAS
M.H.	MANHOLE
NW	NOW OR FORMERLY
PL	PLAT BOOK
P.C.	POLYVINYL CHLORIDE PIPE
R.B.	RADIAL BEARING
R.C.P.	REINFORCED CONCRETE PIPE
SC	SQUARE
T	TO BE REMOVED
TBR	TELEPHONE CABLE
V.C.P.	VETRIFIED CLAY PIPE
W	WATER
(86'W)	RIGHT-OF-WAY WIDTH



SHEET INDEX

C1.0	TITLE SHEET
C2.0	EXISTING & PROPOSED PROPERTY LINES
C3.0	EXISTING CONDITIONS/DEMOLITION PLAN
C4.0	SITE PLAN
C5.0	SITE & GRADING PLAN
C6.0	SITE UTILITY PLAN

SITE COVERAGE

PROPOSED SITE COVERAGE=73.7%
1.69 AC BUILDING/DRIVES/PARKING
2.28 ACRES TOTAL
1.69 AC/2.28 AC= 73.7%

SITE INFORMATION

OWNER	= U CITY LLC/U CITY LLC UNDER CONTRACT*
CITY	= UNIVERSITY CITY
FIRE DISTRICT	= UNIVERSITY CITY FIRE DEPARTMENT
SEWER DISTRICT	= METROPOLITAN ST. LOUIS SEWER DIST.
WATER SERVICE	= MISSOURI AMERICAN WATER
GAS SERVICE	= SPIRE ENERGY
ELECTRIC SERVICE	= AMEREN MISSOURI
PHONE SERVICE	= AT&T
FLOOD MAPS	= 29189C0211K
EXISTING ZONING	= SEE SHEET C2.0
PROPOSED ZONING	= PD-C PLANNED DEVELOPMENT COMMERCIAL
SITE AREA	= 2.28 AC (LOT A & COMMON GROUND 2) 11.72 ACRES (ENTIRE MARKET AT OLIVE PLAT 4)

PARKING CALCULATIONS

CHICK-FIL-A (LOT A)

REQUIRED PARKING:	
RESTAURANT	1 SPACE PER 75 SQUARE FEET GROSS FLOOR AREA
	4,930 SQ FT/75=65.7 SPACES (65.7 SPACES)
	(LESS 10% REDUCTION FOR TRANSIT) (6.57 SPACES)
SPACES REQUIRED:	59 SPACES

PROPOSED PARKING:	
TOTAL	54 SPACES
INCLUDING 3 ADA SPACES (1 VAN ACCESSIBLE)	

ST. LOUIS COUNTY BENCHMARK

BENCHMARK#1511 MAIN088 Elev = 567.33
Cut "L" on the northeast corner of the easternmost of two traffic signal control boxes situated southwest of the intersection of Olive Boulevard with McKnight Road from the south and Woodson Road from the north, roughly 51' west of centerline McKnight Road and 41' south of centerline Olive Boulevard.

GENERAL NOTES:
1) Basis of Bearings Missouri State Plane Grid North

UTILITY NOTE

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSM.

STOCK & ASSOCIATES CONSULTING ENGINEERS, INC. AND THE UNDERSIGNED ENGINEER HAVE NO RESPONSIBILITY FOR SERVICES PROVIDED BY OTHERS TO IMPLEMENT THE IMPROVEMENTS SHOWN ON THIS PLAN AND ALL OTHER DRAWINGS WHERE THE UNDERSIGNED ENGINEER'S SEAL APPEARS. THE CONSTRUCTION MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND CONTRACTOR. STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. HAS NO RESPONSIBILITY TO VERIFY FINAL IMPROVEMENTS AS SHOWN ON THIS PLAN UNLESS SPECIFICALLY ENGAGED AND AUTHORIZED TO DO SO BY THE OWNER OR CONTRACTOR.

PRELIMINARY DEVELOPMENT PLAN FOR:
**MARKET AT OLIVE NORTH-
LOT A AND COMMON GROUND 2**

UNIVERSITY CITY, MISSOURI

PREPARED BY:

Stock & Associates
Consulting Engineers, Inc.

257 Chesterfield Business Parkway
St. Louis, MO 63105 PH: (636) 530-9300
530-9300 FAX: (636) 530-9300
e-mail: general@stockassoc.com
Web: www.stockassoc.com

Stock & Associates
Consulting Engineers, Inc.

Common Ground 2 Description

A tract of land being part of Lots 1-7 of Block 1 and part of Vacated Elmore Court both of St. Patrick Courts, as recorded in Plat Book 48 Page 33, and part of Lot 2 of Market and Olive as recorded in Plat Book 369 Page 124 in Township 45, North, Range 6 East of the Fifth Principal Meridian, University City, St. Louis County, Missouri being more particularly described as follows:

Beginning the southwest corner of above Lot 2 of Market and Olive, said point also being located on the north right-of-way line of Olive Boulevard, variable width; thence along the common line between Lots 1 and 2 of said Market and Olive, the following courses and distances: North 00 degrees 28 minutes 14 seconds East, 200.64 feet; North 14 degrees 59 minutes 08 seconds East, 248.43 feet and North 00 degrees 27 minutes 35 seconds East, 56.19 feet; thence departing said common line, the following courses and distances: South 89 degrees 32 minutes 25 seconds East, 2.17 feet; South 07 degrees 52 minutes 59 seconds East, 70.14 feet; South 00 degrees 01 minute 30 seconds West, 44.27 feet to the beginning of a non-tangent curve to the right having a radius of 592.00 feet; thence along said curve with an arc length of 88.44 feet and a chord which bears South 04 degrees 05 minutes 47 seconds West, 88.35 feet; South 00 degrees 19 minutes 19 seconds West, 69.04 feet; to the beginning of a non-tangent curve to the left having a radius of 19.00 feet; along said curve with an arc length of 10.15 feet and a chord which bears South 74 degrees 13 minutes 49 seconds East, 10.03 feet and South 89 degrees 31 minutes 35 seconds East, 441.26 feet to the west line of that part of vacated Elmore Court, 50 feet wide and Lot 1 of Block 1 of above said St. Patrick Courts as dedicated to St. Louis County, Missouri; thence along said west line, South 01 degree 59 minutes 59 seconds East, 8.04 feet and South 00 degrees 13 minutes 21 seconds East, 33.03 feet; thence departing said west line the following courses and distances: North 89 degrees 23 minutes 43 seconds West, 7.00 feet; North 47 degrees 43 minutes 16 seconds West, 14.07 feet; North 00 degrees 24 minutes 53 seconds East, 7.00 feet; North 89 degrees 37 minutes 58 seconds West, 198.24 feet; South 00 degrees 31 minutes 21 seconds West, 23.02 feet; North 89 degrees 59 minutes 31 seconds West, 227.83 feet; to the beginning of a curve to the left having a radius of 42.00 feet and a chord which bears South 46 degrees 46 minutes 11 seconds West, 67.54 feet; South 03 degrees 31 minutes 53 seconds West, 58.36 feet and South 00 degrees 27 minutes 39 seconds West, 157.03 feet to the north right-of-way line of above said Olive Boulevard; thence along said right-of-way line, North 87 degrees 34 minutes 10 seconds West, 33.00 feet to the POINT OF BEGINNING.

Containing 37,568 square feet or 0.862 acres, more or less.

257 Chesterfield Business Parkway, St. Louis, MO 63105
636.530.9300—Main | 636.530.9300—Fax
www.stockassoc.com | general@stockassoc.com

Stock & Associates
Consulting Engineers, Inc.

LOT A Description

A tract of land being part of Lots 5-7 of Block 1 of St. Patrick Courts, as recorded in Plat Book 40 Page 33, part of Lot 2 of Market and Olive as recorded in Plat Book 369 Page 124 and part of Lots 2 and 3 of the Subdivision of CHARLES H. GIERS ESTATE, Section 4 & 5, Township 48 North, Range 6 East, according to the plat thereof recorded in Plat Book 9 on page 3 in Township 45, North, Range 6 East of the Fifth Principal Meridian, University City, St. Louis County, Missouri being more particularly described as follows:

Commencing at the southwest corner of above Lot 2 of Market and Olive, said point also being located on the north right-of-way line of Olive Boulevard, variable width; thence along said right-of-way line South 87 degrees 34 minutes 10 seconds East, 33.00 feet to the POINT OF BEGINNING of the herein described tract; thence departing said right-of-way line the following courses and distances: North 00 degrees 27 minutes 35 seconds East, 157.03 feet; North 03 degrees 31 minutes 53 seconds East, 58.36 feet to the beginning of a curve to the right having a radius of 42.00 feet; along said curve with an arc length of 83.39 feet and a chord which bears North 46 degrees 46 minutes 11 seconds East, 67.54 feet; South 89 degrees 59 minutes 31 seconds East, 201.39 feet and South 00 degrees 27 minutes 39 seconds West, 250.41 feet to that part of above said Lot 2 and 3 of CHARLES H. GIERS ESTATE to be dedicated to Missouri Department of Transportation; thence along said proposed right-of-way, South 89 degrees 49 minutes 17 seconds West, 2.50 feet and South 88 degrees 59 minutes 09 seconds West, 230.28 feet to the existing north right-of-way line of above said Olive Boulevard; thence along said right-of-way line, South 89 degrees 49 minutes 30 seconds West, 6.00 feet and North 87 degrees 54 minutes 10 seconds West, 1.45 feet to the POINT OF BEGINNING.

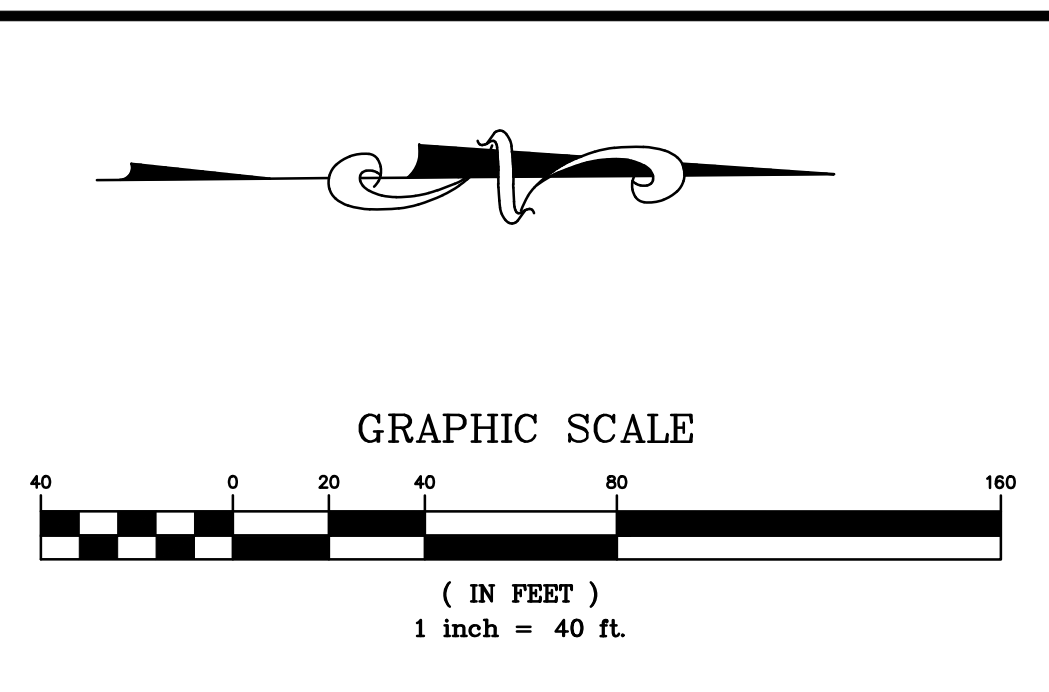
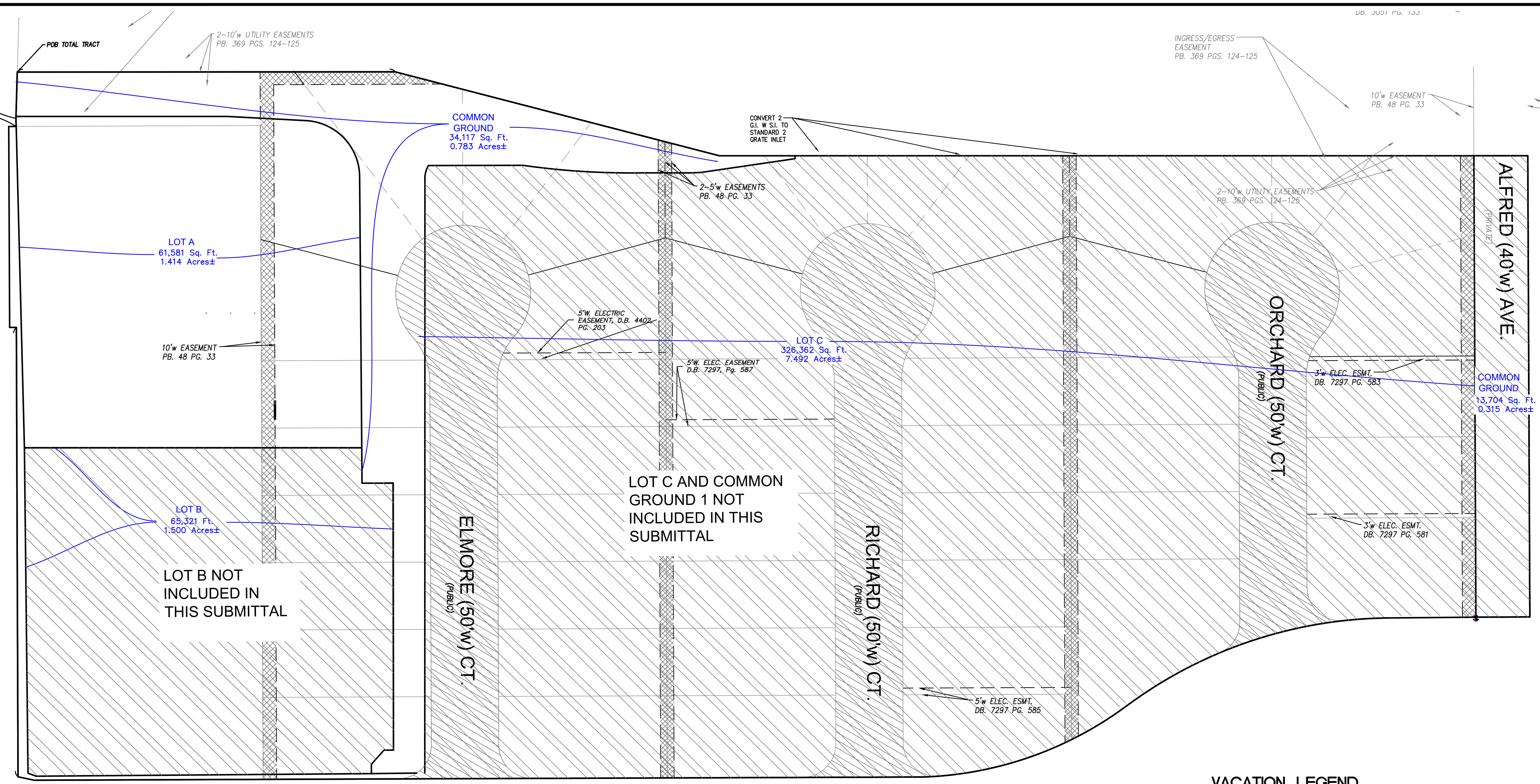
Containing 81,581 square feet or 1.874 acres, more or less.

257 Chesterfield Business Parkway, St. Louis, MO 63105
636.530.9300—Main | 636.530.9300—Fax
www.stockassoc.com | general@stockassoc.com

PREPARED FOR:
SENECA & CHAPMAN VENTURES LLC
1600 S. BRENTWOOD BLVD., SUITE 625
ST. LOUIS, MO. 63144
ATTN: MR. LARRY CHAPMAN—PRINCIPAL

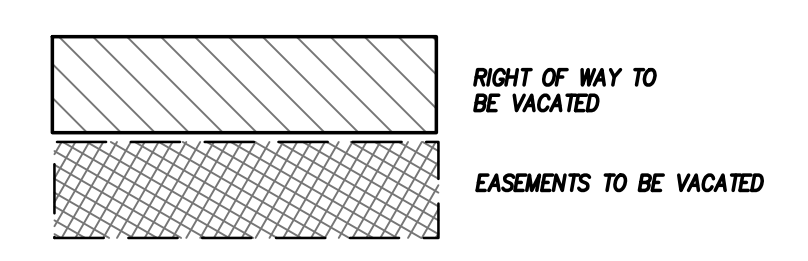
TITLE SHEET

SHEET NO. C1.0



SUBDIVISION PLAT NOTE
 MARKET AT OLIVE PLAT 4 WAS RECOMMENDED FOR APPROVAL AT THE 8/24/22 PLANNING COMMISSION MEETING AND APPROVED BY CITY COUNCIL ON 9/27/22.

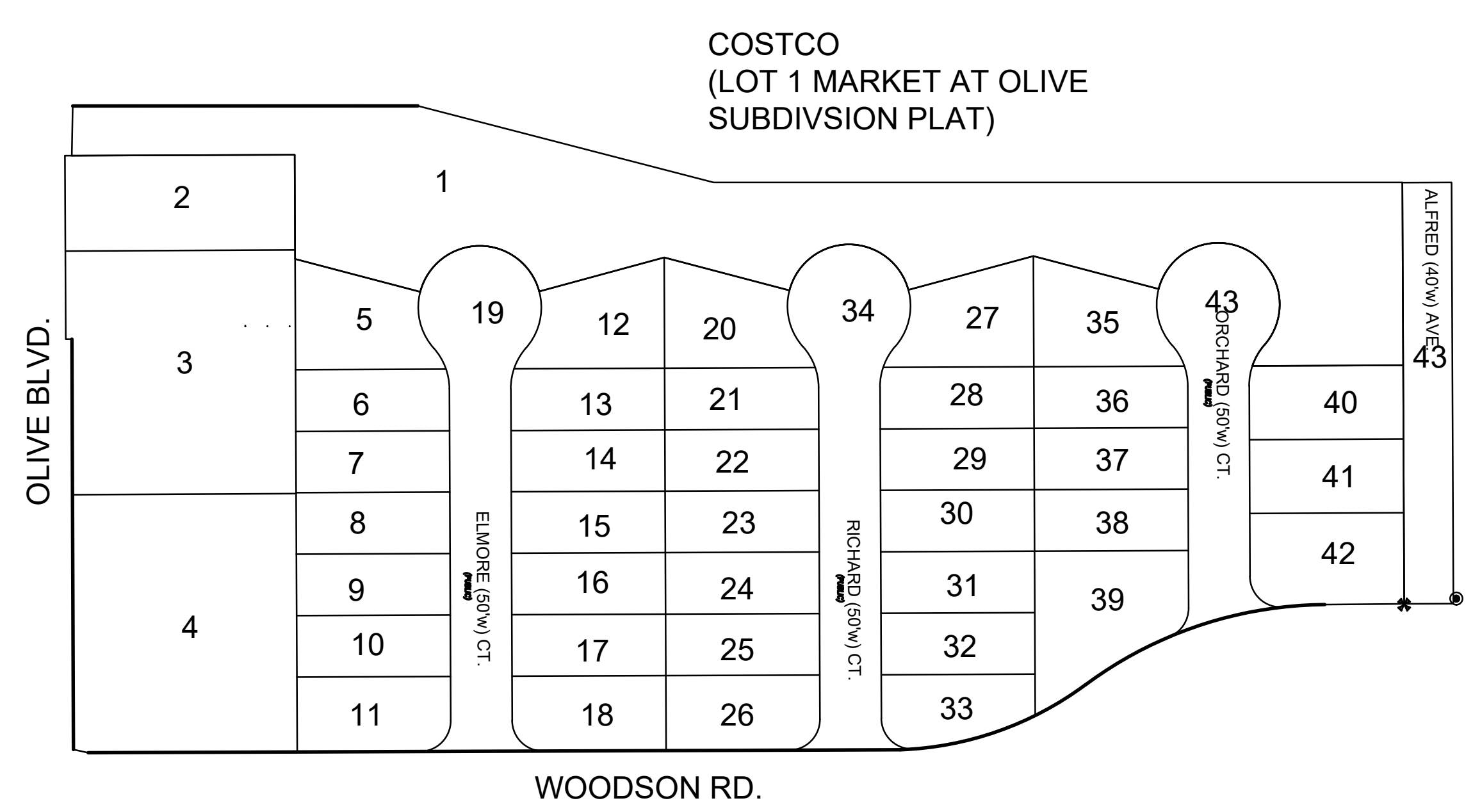
VACATION LEGEND



WOODSON RD.
(PUBLIC)

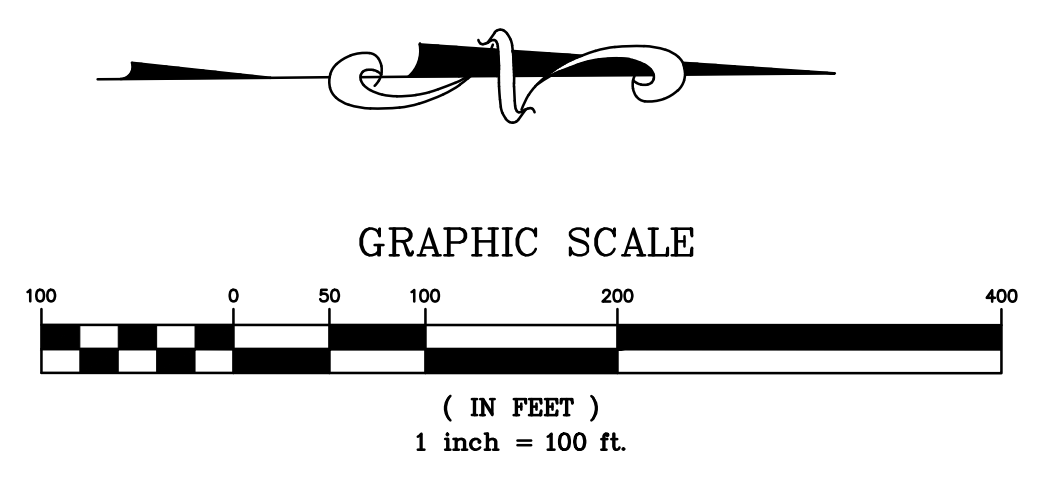
EXISTING PROPERTY DATA

1. LOT 2 MARKET AT OLIVE SUBDIVISION PLAT (BK 369, PG 124-125)
17K432018
ZONED: PD-C PLANNED DEVELOPEMENT COMMERCIAL
- 2-4. PART LOTS 1-3 CHARLES H. GIERS ESTATE
17K431996, 17K430247, 17K430258
ZONED: CG- GENERAL COMMERCIAL
- 5-18. LOTS 1-7 AND 12-18 ST PATRICK'S COURTS BLOCK 1
ZONED: SR- SINGLE FAMILY RESIDENTIAL
17K430401, 17K430391, 17K430412, 17K430380, 17K430379, 17K430368, 17K430357, 17K430577, 17K430554, 17K430533, 17K430555, 17K430511, 17K430522, 17K430566
19. ELMORE COURT R.O.W. TO BE VACATED
- 20-33. LOTS 1-7 AND 12-18 ST PATRICK'S COURTS BLOCK 2
ZONED: SR- SINGLE FAMILY RESIDENTIAL
17K430720, 17K430711, 17K430687, 17K430702, 17K430676, 17K430698, 17K430665, 16K110025, 16K110036, 16K110047, 16K110069, 16K110070, 16K110058, 16K110081
34. RICHARD COURT R.O.W. TO BE VACATED
- 35-42. LOTS 1-5 AND 11-13 ST PATRICK'S COURTS BLOCK 3
ZONED: SR- SINGLE FAMILY RESIDENTIAL
16K110201, 16K110191, 16K110212, 16K110223, 16K110180, 16K110366, 16K110355, 16K110344
43. RICHARD COURT R.O.W. TO BE VACATED
44. ALFRED AVE PRIVATE DRIVE



ORIGINAL PROPERTY DESCRIPTIONS

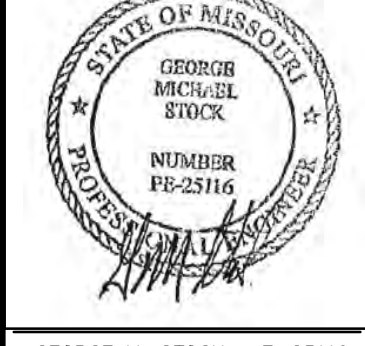
Lots 1-7 and 12-18 in Block 1 and Lots 1-7 and 12-18 in Block 2 and Lots 1-5 and 11-13 in Block 3, and Vacated Orchard Court, Richard Court, Elmore Court all of St. Patrick Courts, as recorded in Plat Book 48 Page 33.
 Part of vacated Alfred Avenue
 Lot 2 of Market and Olive as recorded in Plat Book 369 Page 124
 and
 A tract of land being part of Lots 1, 2 and 3 of the Subdivision of CHARLES H. GIERS ESTATE, Section 4 & 5, Township 45 North, Range 6 East, according to the plat thereof recorded in Plat Book 6 on page 3, of the St. Louis County records, St. Louis County, Missouri, said tract further described as follows:
 Beginning at an iron pipe in the West line of Woodson Road, (60 feet wide), at the Southeast corner of Lot 1 in Block 1 of St. Patrick Courts a subdivision being a re-subdivision of part of Lots 1, 2 & 3 of Charles H. Giers Estate, said subdivision is recorded in Plat Book 48 page 33, of the St. Louis County Records; thence South 00 degrees 49 minutes 00 seconds West, along the West line of Woodson Road, 169.77 feet to an iron spike; thence South 13 degrees 08 minutes 36 seconds West, 12.29 feet to an iron right of way marker in the North line of Olive Street Road; thence along the North line of Olive Street Road the following courses and distances, North 89 degrees 14 minutes 00 seconds West, 333.78 feet to an iron pipe; thence South 00 degrees 46 feet 00 seconds West, 5.00 feet to an iron pipe; thence North 89 degrees 14 minutes 00 seconds West 189.52 feet to an iron pipe; thence leaving the North line of said Olive Street Road, North 00 degrees 47 minutes 30 seconds East, 187.00 feet to an iron pipe at the Southwest corner of Lot 8 of St. Patrick Courts; thence along the South line of said St. Patrick Courts Subdivision South 89 degrees 12 minutes 30 seconds East, 526.00 feet to the iron pipe at the point of beginning. Excepting out any part of Lot 2 of Market and Olive as recorded in Plat Book 369 Page 124



PREPARED BY:
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PRELIMINARY DEVELOPMENT PLAN FOR:
**MARKET AT OLIVE NORTH-
 LOT A AND COMMON GROUND 2**
 UNIVERSITY CITY, MISSOURI

DATE: 10/18/22



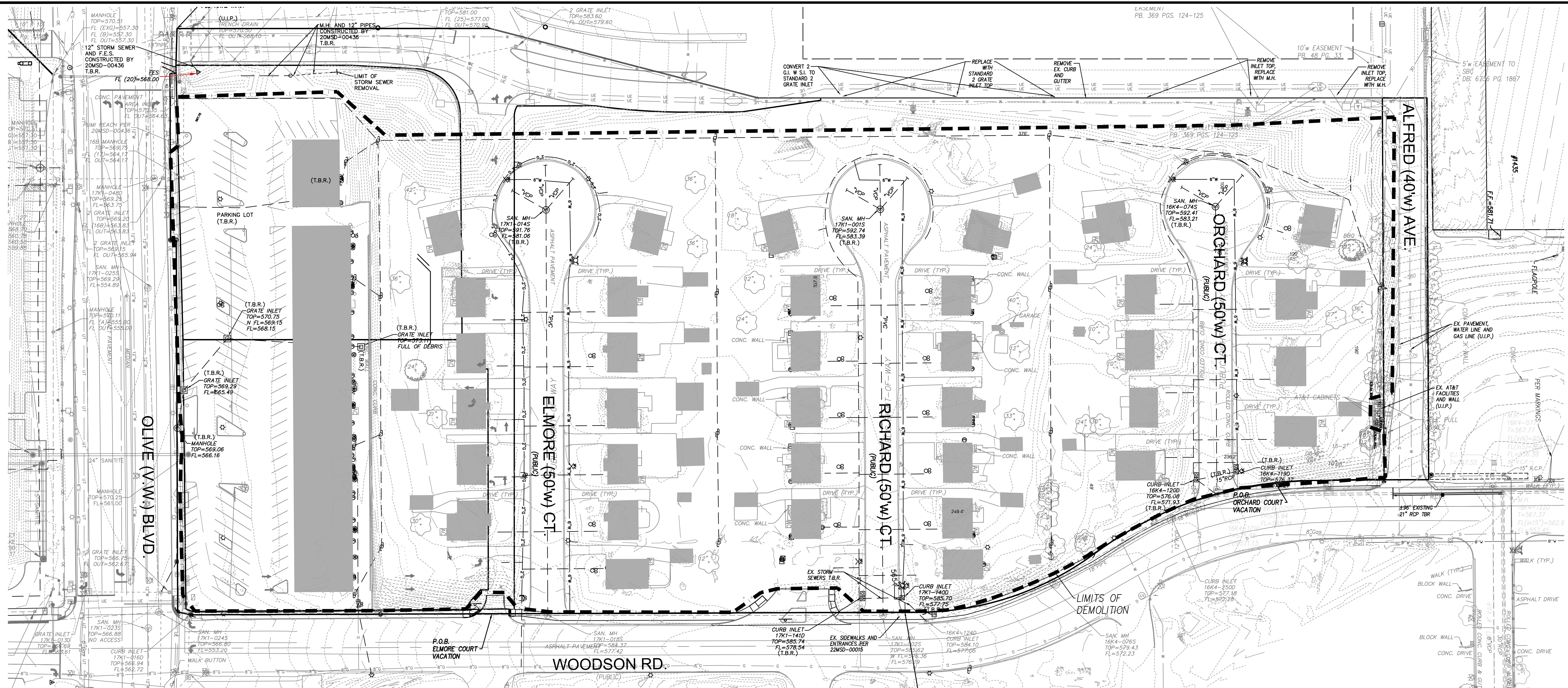
GEORGE M. STOCK E-25116
 CIVIL ENGINEER
 CERTIFICATE OF AUTHORITY
 NUMBER: 000996

REVISIONS:

1	10/04/2022	
1	10/18/2022	

DRAWN BY: A.M.G.	CHECKED BY: G.M.S.
DATE: 09/06/2022	JOB NO: 217-6193
SCALE: P # P-XXXX-XX	BASE MAP: P XX
S.L.C. MAT # XXXX	MAT SUP: T XX-XXX-XX
M.D.N.R. # XX	

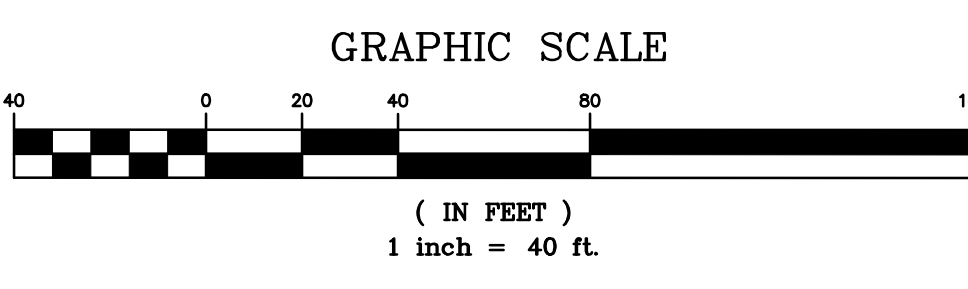
SHEET TITLE:
**EXISTING &
 PROPOSED
 PROPERTY LINES**
 SHEET NO.:
C2.0



DEMOLITION LEGEND

BUILDING DEMOLITION

- DEMOLITION NOTES**
1. ALL TREES THAT ARE NOT NOTED TO BE REMOVED (TBR) AND LOCATED OUTSIDE AND ADJACENT TO THE DISTURBED AREAS (AS INDICATED ON DEMO PLAN) SHALL REMAIN AND BE PROTECTED. SEE LANDSCAPE DRAWINGS AND SPECIFICATIONS FOR TREE PROTECTION DETAILS.
 2. DEMOLITION INCLUDES ALL MATERIAL WITHIN THE LIMITS OF CONSTRUCTION LINE SHOWN ON PLANS, UNLESS OTHERWISE NOTED ON SHEET INCLUDING BUT NOT LIMITED TO BUILDING SERVICE LINES, FOOTINGS AND FOUNDATIONS, SIDEWALKS, DRIVEWAYS AND OTHER MISCELLANEOUS IMPROVEMENTS.
 3. CONTRACTOR IS RESPONSIBLE TO FIELD LOCATE ALL EXISTING UNDERGROUND UTILITIES AND/OR IRRIGATION SYSTEMS ADJACENT TO THE PROPERTY PRIOR TO ANY DIGGING OR EARTH MOVING.
 4. THE CONTRACTOR SHALL STAY WITHIN THE LIMITS OF DISTURBANCE AS SHOWN ON THE PLANS AND MINIMIZE DISTURBANCE WITHIN THE WORK AREA WHEREVER POSSIBLE.
 5. THE CONTRACTOR SHALL COORDINATE WITH OWNER AND UTILITY SERVICE PROVIDERS THE DISCONNECTION AND REMOVAL OF ALL UTILITY SERVICES TO THE EXISTING STRUCTURES SHOWN TO BE DEMOLISHED.
 6. UTILITY RELOCATIONS TO BE COORDINATED WITH UTILITY PROVIDER.



UTILITY NOTE

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMo..

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PRELIMINARY DEVELOPMENT PLAN FOR:
**MARKET AT OLIVE NORTH-
 LOT A AND COMMON GROUND 2**

UNIVERSITY CITY, MISSOURI

DATE: 10/18/22



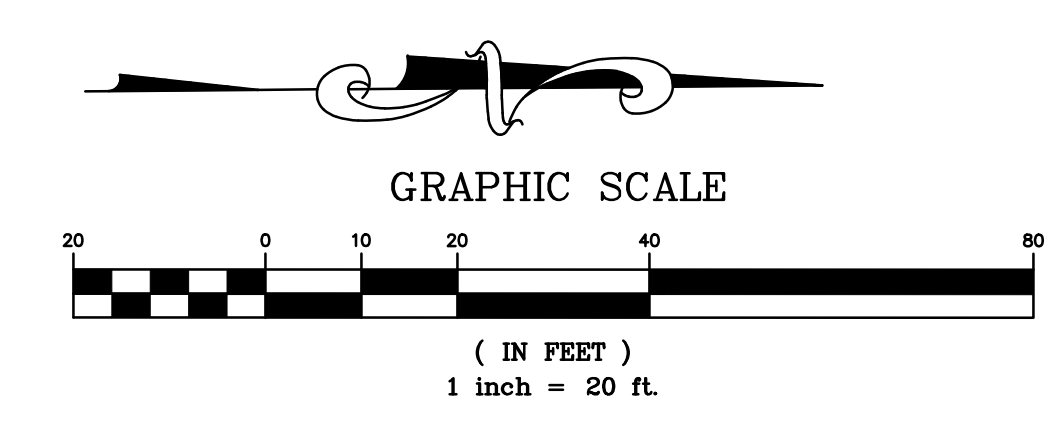
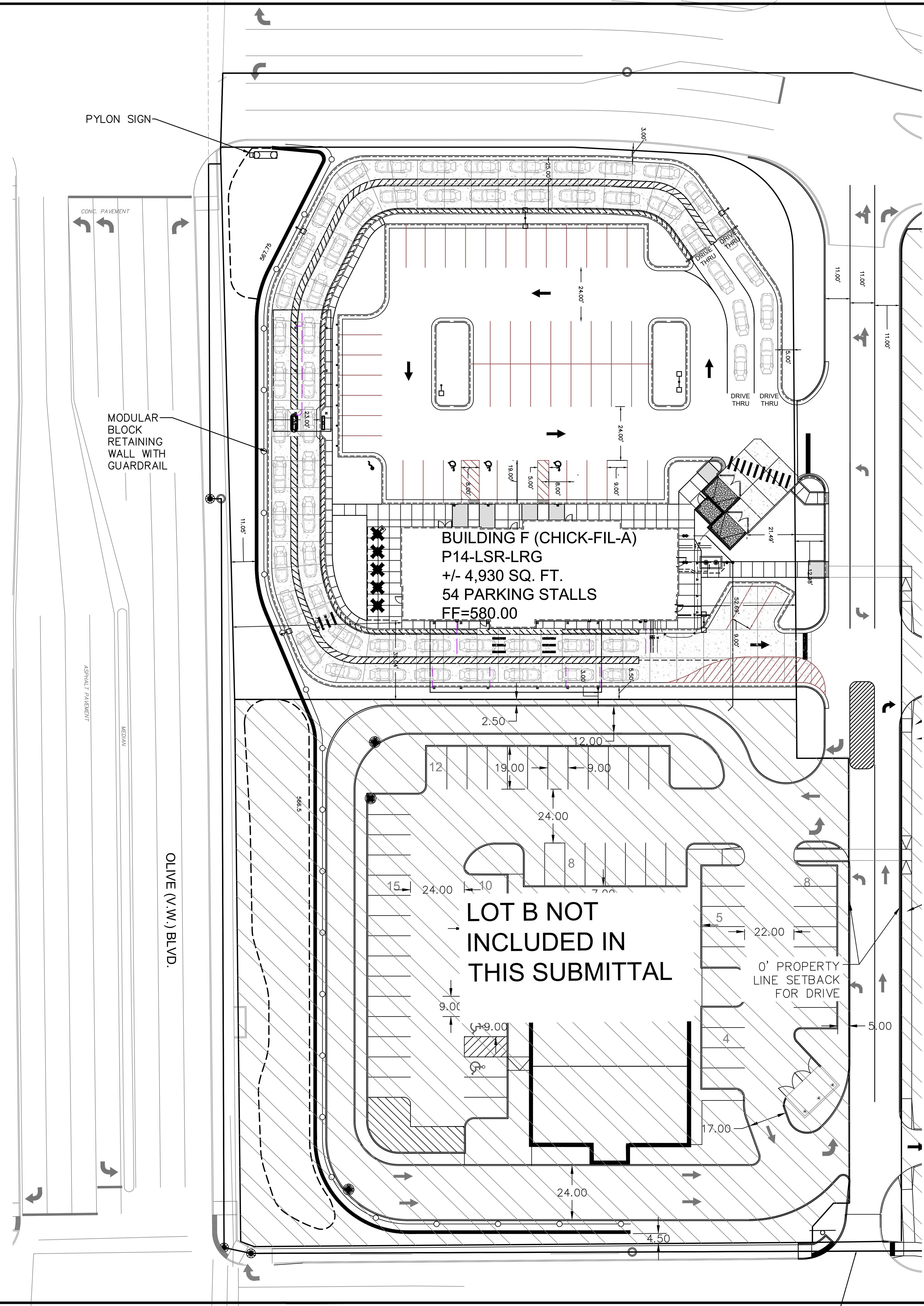
GEORGE M. STOCK E-25116
 CIVIL ENGINEER
 CERTIFICATE OF AUTHORITY
 NUMBER: 000996

REVISIONS:

1	10/04/2022	
1	10/18/2022	

DRAWN BY: A.M.G.	CHECKED BY: G.M.S.
DATE: 09/06/2022	JOB NO: 217-6193
K.E.S. P.# P-XXXX-XX	BASE MAP P XX
S.L.C. MAT.# XXXX	MAT SUP. XX-XXX-XX
M.D.N.R.# XX	

SHEET TITLE:
**EXISTING
 CONDITIONS/
 DEMOLITION PLAN**
 SHEET NO.:
C3.0



PRELIMINARY DEVELOPMENT PLAN FOR:
**MARKET AT OLIVE NORTH-
LOT A AND COMMON GROUND 2**

UNIVERSITY CITY, MISSOURI

DATE: 10/18/22



GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

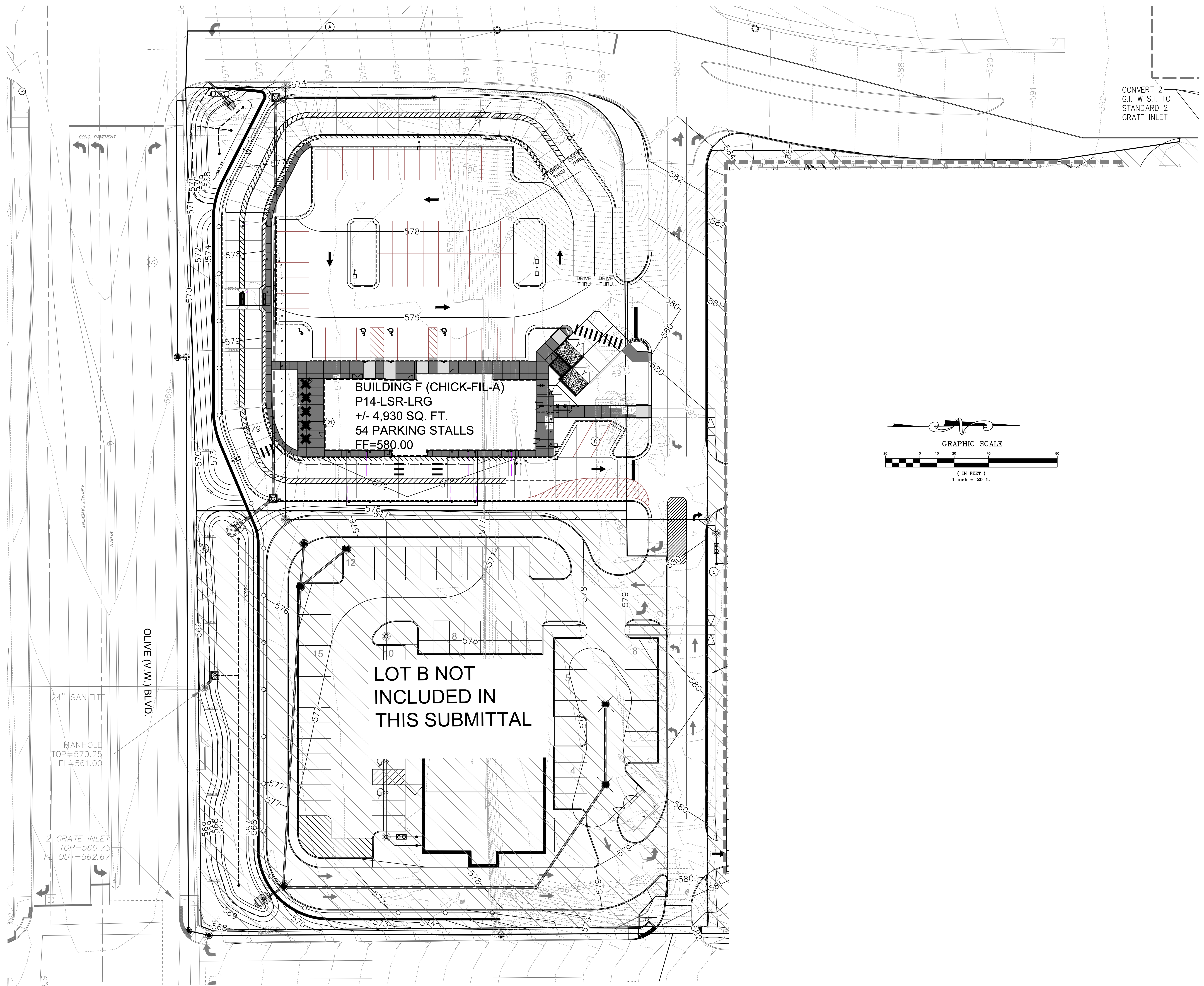
REVISIONS:

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1	10/18/2022	

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DATE: 09/06/2022	JOB NO: 217-6193
REV. P. # P-XXXX-XX	BASE MAP # XX
SLC. MAT # XXXX	MAT SUP. XX-XXXX-XX
M.D.N.R. # XX	

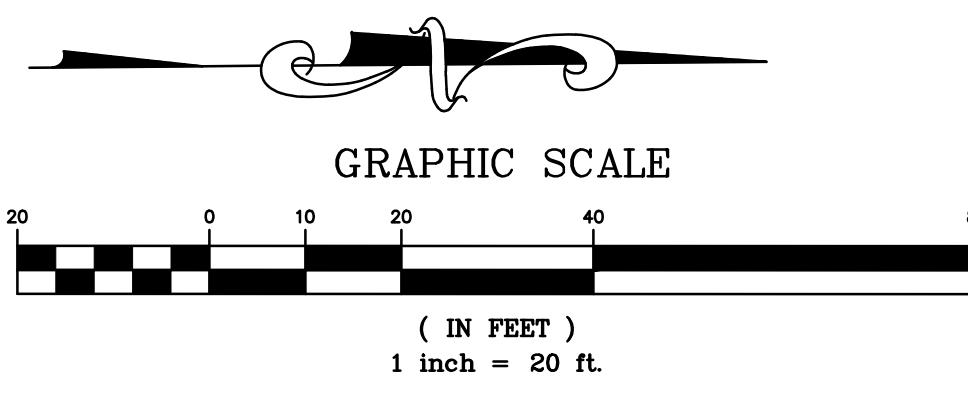
SHEET TITLE:
SITE PLAN

SHEET NO.:
C4.0



PRELIMINARY DEVELOPMENT PLAN FOR:
MARKET AT OLIVE NORTH-
LOT A AND COMMON GROUND 2

UNIVERSITY CITY, MISSOURI



DATE: 10/18/22



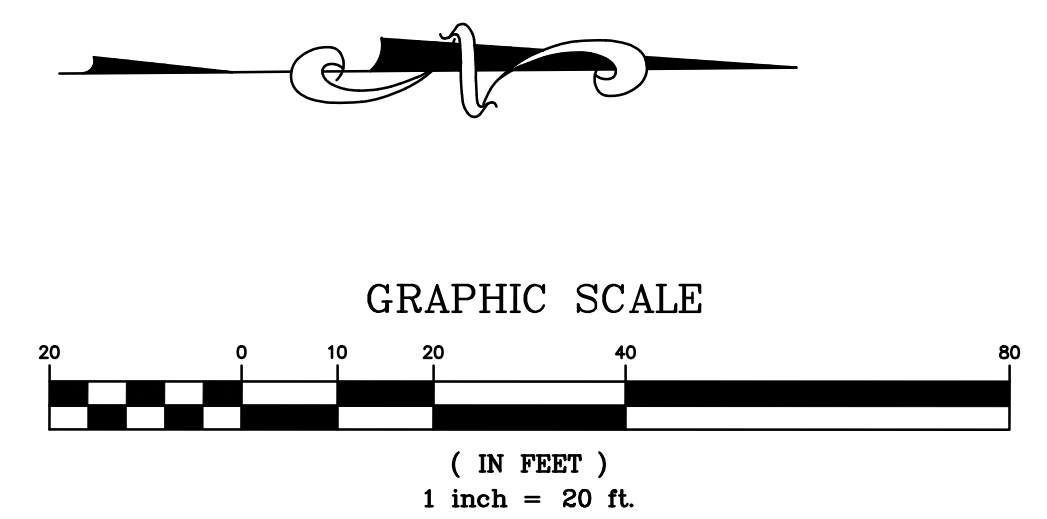
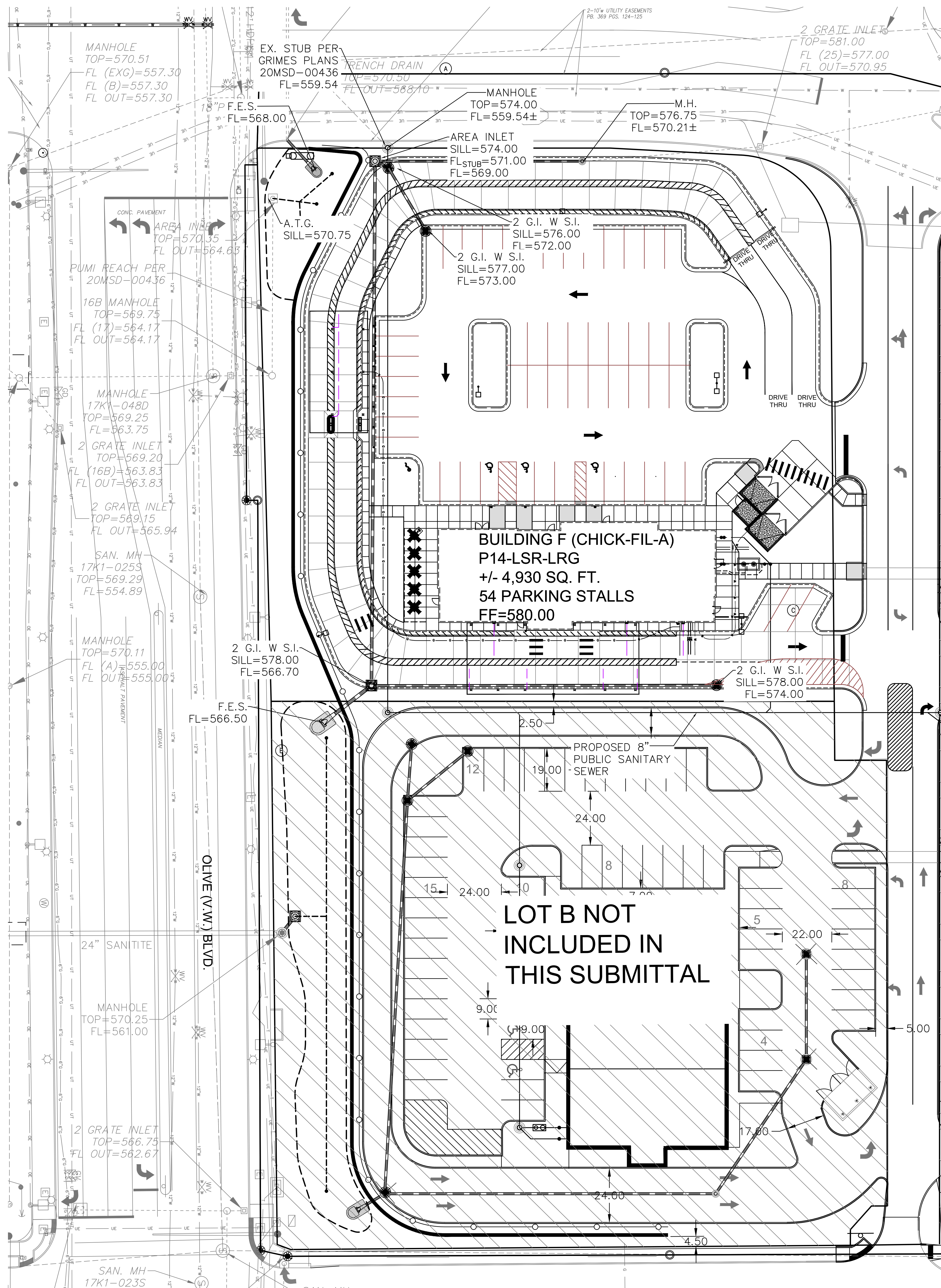
GEORGE M. STOCK E-25116
 CIVIL ENGINEER
 CERTIFICATE OF AUTHORITY
 NUMBER: 000996

REVISIONS:

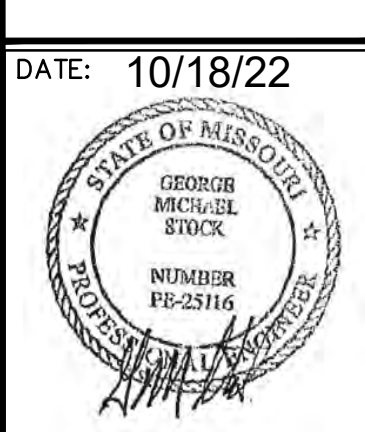
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1	10/18/2022	

DRAWN BY: A.M.G.	CHECKED BY: G.M.S.
DATE: 09/06/2022	JOB NO: 217-6193
REV. P. # P-XXXX-XX	BASE MAP # XX
S.L.C. MAT # XXXX	MAT SUP. XX-XXXX-XX
M.D.N.R. # XX	

SHEET TITLE:
SITE & GRADING PLAN
 SHEET NO.:
C5.0



PRELIMINARY DEVELOPMENT PLAN FOR:
MARKET AT OLIVE NORTH-
LOT A AND COMMON GROUND 2
 UNIVERSITY CITY, MISSOURI



GEORGE M. STOCK E-25116
 CIVIL ENGINEER
 CERTIFICATE OF AUTHORITY
 NUMBER: 000996

REVISIONS:	
1	10/04/2022
1	10/18/2022

DRAWN BY:	CHECKED BY:
A.M.G.	G.M.S.

DATE:	JOB NO.:
09/06/2022	217-6193

K.E.D. #	BASE MAP #
P-XXXX-XX	XX

S.L.C. MAT #	MAT SUP.
XXXX	XX-XXXX-XX

M.D.N.R. #	XX
XX	XX

SHEET TITLE:
SITE UTILITY PLAN

SHEET NO.:
C6.0