



MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Tuesday, May 27, 2025
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS (Acknowledgement)

1. Reverend Monsignor Michael E. Turek– Retirement - Christ the King Church

E. APPROVAL OF MINUTES

1. May 12, 2025 Study Session Minutes - CALOP)
2. May 12, 2025 Regular Session Minutes

F. APPOINTMENTS to BOARDS AND COMMISSIONS

1. Ethan McCollum is nominated to the Board of Appeals by Councilmember Bwayne Smotherson.
2. Yann Estaque is nominated to the Green Practices Commission by Councilmember Bwayne Smotherson.

G. SWEARING IN TO BOARDS AND COMMISSIONS

1. Diane Lindsay was sworn in to the Senior Commission on May 9th, in the Clerk's office.

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. COUNCIL COMMENTS

J. PUBLIC HEARINGS

K. CONSENT AGENDA (1 voice vote required)

1. Farmers Market Agreement
2. Canton Phase II Construction Engineering Services and Design work Contract
3. Millar Park Change Order - Update
4. Purchase of a mobile surveillance trailer (Public Safety)
5. Ameren Missouri Easement at 624 Kingsland

L. CITY MANAGER'S REPORT – (voice vote on each item as needed)

1. City Manager Updates

M. UNFINISHED BUSINESS (2nd and 3rd readings – roll call vote required)

1. **BILL 9569** AN ORDINANCE APPROVING A FINAL PLAT FOR A MINOR SUBDIVISION OF LAND AT 749 AND 801 SWARTHMORE LANE TO BE KNOWN AS "801 SWARTHMORE LANE."

2. **BILL 9570** AN ORDINANCE AMENDING CERTAIN DOCUMENTS APPROVED BY ORDINANCE NO. 7351 RELATING TO AN INDUSTRIAL DEVELOPMENT PROJECT FOR 711 KINGSLAND AVENUE.

N. NEW BUSINESS

Resolutions (*voice vote required*)

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

1. **BILL 9571** Ordinance AN ORDINANCE REPEALING SECTIONS 120.140, 120.750, 120.760, 120.770, 120.780, 120.790, 120.800, 120.810 AND 120.820 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO THE COMMISSION FOR ACCESS AND LOCAL ORIGINATION PROGRAMMING (CALOP), AND TERMINATING CALOP.

O. COUNCIL REPORTS/BUSINESS

1. Board and Commission appointments needed
2. Council liaison reports on Boards and Commissions
3. Boards, Commissions and Task Force minutes
4. Other Discussions/Business
 - a)

P. CITIZEN PARTICIPATION (continued if needed)

Q. COUNCIL COMMENTS

R. EXECUTIVE SESSION (*roll call vote required*)

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.

S. ADJOURNMENT

The public may also observe via:

Live Stream via YouTube: https://www.youtube.com/channel/UCyN1EJ_-Q22918E9EZimWoQ

NOTE: Due to construction the only entrance to City Hall for City Council meetings will be via the east side door on Sgt. Mike King Dr. (wood ramp).

Posted May 23, 2025.



**PROCLAMATION
OF THE
CITY OF UNIVERSITY CITY**

WHEREAS, Reverend Monsignor Michael E. Turek, a priest of the Archdiocese of St. Louis, has dedicated 49 years of his life to the service of God and the Catholic Church, serving as a shepherd and a faithful witness to the Gospel, and

WHEREAS, Msgr. Turek has served with compassion, wisdom, and unwavering commitment, guiding the faith communities and enriching the lives of many people with his presence, and

WHEREAS, Msgr. Turek has touched countless lives through his pastoral care, his dedication to the sacraments, and his tireless work in promoting faith and community, and

WHEREAS, the City of University City, MO, hereby proclaims the retirement of Msgr. Turek with deep gratitude and sincere appreciation, and

WHEREAS, on June 15, 2025, the Christ the King Church will recognize, honor and celebrate the retirement of Msgr. Turek for forty-nine years of service and contributions to people from all walks of life.

NOW, THEREFORE, The City Council of University City, Missouri, extend our heartfelt blessings to Msgr. Turek as he embarks on his retirement, wishing him continued health, happiness, and abundant grace in his future endeavors.

WHEREOF, The City Council of University City, in the State of Missouri have hereunto set our hands and caused the Seal of the City of University City to be affixed this 27th day of May in the year Two Thousand and Twenty-Five.

SEAL

Councilmember John S. Tieman

Councilmember Steve McMahon

Councilmember Lisa M. Brenner

Councilmember Bwayne Smotherson

Councilmember Dennis Fuller

Mayor Terry Crow

Councilmember Stacy Clay

ATTEST

City Clerk, LaRette Reese

STUDY SESSION
CALOP Commission
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, May 12, 2025
5:30 p.m.

AGENDA

1. MEETING CALLED TO ORDER

At the Study Session of the City Council held on Monday, May 12, 2025, Mayor Terry Crow called the meeting to order at 5:30 p.m.

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

Councilmember Stacy Clay
Councilmember John Tieman
Councilmember Steven McMahon
Councilmember Lisa Brenner
Councilmember Dennis Fuller
Councilmember Bwayne Smotherson

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

2. CHANGES TO REGULAR AGENDA

None

3. Discussion and Direction on Repeal of Committee for Access and Local Origination Programming (CALOP) Ordinance and Allocation of Remaining Funding

Issues

- CALOP was created in 1981 with the passage of ordinance #5284
- CALOP has not met in several months
- \$154,264 Remains in CALOP Account
- Legal Restrictions To Use of Funds

Mr. Rose stated he was the liaison for CALOP in 1997 when it had a funding source that was derived from the cable company. After CALOP lost that funding source, it became obvious to everyone involved that the ability to maintain this commission was going to be a struggle.

The City's records indicate that the CALOP Commission has not met since June of 2022, and because they don't really have a clear funding source, he believes it is time to generate discussions about what the next steps should be.

- **Should CALOP continue as a Commission?**
- **If not, where should the remaining funds be allocated?**

Mr. Rose stated that without a funding source he does not see a path forward, therefore, he would recommend that Council discontinue CALOP and authorize him to prepare an Ordinance to repeal Ordinance No. 5284.

Councilmember Brenner stated this option was discussed at CALOP's last meeting, and their plan was to try and spend down all the money they had left. So, she would agree with Mr. Rose's recommendation.

Councilmember Tieman stated that with Councilmember Smotherson's indulgence, it seems to him that a lot of what CALOP did could easily be shifted to the Arts & Letters Commission. Therefore, he would like Council to consider shifting some of those funds to them because he is concerned about the financial stability of the Leafy Fund that supports the City's public art initiatives. He stated this fund has given the City twenty-two works of art, most notably the Rain Man statue.

Councilmember Smotherson stated at their last meeting members of CALOP had decided to utilize some of the money to establish a fund for the high school. So, perhaps that could still be done and monitored by the Arts & Letters Commission. He stated the Leafy Fund is probably down to about \$7,000, so unless Wash U steps up to re-fund this program in a few years, the Committee on Public Arts will cease to exist.

Councilmember Clay asked if members of the CALOP Commission had articulated anything else regarding the disbursement of these funds?

Councilmember Fuller asked what the money had initially been designated for?

Mayor Crow stated that while he wants to respect the wishes of the Commission, the initial creation of this fund was for a different purpose, and at this point, the discretion for how it should be used resides with the Council. There have been several requests for these funds that CALOP could play a role in, but if Council agrees to repeal the Ordinance, then they should work with staff to come up with a plan for how the funds should be disbursed.

Councilmember Brenner stated she was the School Board member assigned to the CALOP Commission, and Debbie Chase; who is in attendance, worked with CALOP to create a \$50,000 scholarship fund where kids interested in the art of making video films could receive a \$2,000 scholarship. Which she also believes was CALOP's mission.

Mr. Rose stated he is hearing a consensus that moving forward with the preparation of an Ordinance to repeal Ordinance No. 5284 is acceptable. So, the other issue has to do with the use of funds, and he has asked Mr. Mulligan to give us some guidance on what CALOP's funds can be allocated to.

Mr. Mulligan stated that in January of 1981, the City entered into a Franchise Agreement with what was then known as Continental Cable Systems, which later became Charter. That agreement provided that a franchise fee be paid to the City, and that 2% of the gross revenues be placed into a fund for public education and governmental access to cable channels. Shortly after that, an Ordinance was passed creating the CALOP Commission to administer those funds. The Commission then developed guidelines for the use of those funds, which they would recommend to the City Council for approval to appropriate.

Mr. Mulligan stated CALOP operated in this manner for years, until in 2007 the Missouri Legislature passed the Video Service Providers Act, which essentially did away with local Franchise Agreements related to cable fees and provided for the issuance of a state-wide franchise. So, rather than applying with each city, cable companies were now required to go to the State's Public Service Commission and apply for a State-Wide Franchise, which capped the public educational and governmental fees at 5 percent. The Act also began to gradually phase out the PEG so that cities could no longer collect fees after their Franchise Agreement expired on January 1, 2012; whichever came first.

Mr. Mulligan stated that after checking with the Director of Finance, he determined that the last fee U City received for PEG was in early 2012 and that the ending balance from those funds; which had not been appropriated, is roughly \$154,000. The council may appropriate these funds for any PEG purpose related to services, programming, facilities, or equipment.

Therefore, if Council is inclined to repeal the Ordinance, CALOP would no longer exist, and as a Commission, the Ordinance could specify that the funds will be appropriated by Council for PEG purposes as applications are made and recommended by the City Manager through the normal appropriation process, or that all of the funds will be appropriated by Council through the normal appropriation process. The bottom line is that Council can make decisions on a continuous basis and not necessarily at the time the Ordinance repealing CALOP is adopted.

Next Steps

- Prepare and present a proposed ordinance to repeal ordinance #5284
- Prepare and Present an Agenda Item for Consideration to Shift the CALOP Fund to a Use that Meets the Legal Requirements

Mr. Rose stated that if it is acceptable to the Mayor and Council, he intends to bring forward the Ordinance, and after consultation with Council and Mr. Mulligan, prepare a proposed budget allocating the remainder of those CALOP funds.

Mayor Crow stated CALOP has been around for a while, and many residents have a special affinity for what this Commission has accomplished over the years. So rather than rushing this process, he would encourage staff to communicate what is happening in the City's weekly newsletter to hopefully promote awareness and input on this issue.

However, once Council has made a decision, he would like to wind CALOP down completely and move on. Mayor Crow then asked Ms. Chase if she would like to add any additional comments?

Citizen Comments

Deb Chase

Ms. Chase stated that she grew up and graduated from U City High School in 1984, and today, she is an independent contractor who assists the District with its fundraising efforts. As part of that, in 2022, Lisa asked her to work with the CALOP Commission to honor their intentions of allocating \$50,000 of the Commission's funds to create an ongoing scholarship for graduates of U City High School that had an interest in film or had shown a propensity for the arts in some type of post-secondary education. This was designed to be a renewable scholarship that would allow students to receive \$2,000 a year for up to four years of their post-secondary education. She stated it was created in a very professional manner, using the St. Louis Community Foundation to invest the \$50,000 into their pool of investments so that it would be earning interest. The District has utilized the St. Louis Community Foundation to execute a lot of its scholarships because of their formal application process and ability to take individual biases out of their assessments.

Ms. Chase thanked the Council for providing her with the opportunity to share the spirit advocated by the last members of CALOP.

4. EXECUTIVE SESSION - (Roll call vote required)

Motion to go into a Closed Session according to Missouri Revised Statutes 610.021 (1) Legal actions, causes of action, or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives or attorneys.

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

Roll Call Vote Was:

Ayes: Councilmember Tieman, Councilmember McMahon, Councilmember Brenner, Councilmember Fuller, Councilmember Smotherson, Councilmember Clay, and Mayor Crow.

Nays: None.

5. ADJOURNMENT

Mayor Crow thanked everyone for their participation and closed the Study Session at 5:51 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 6:23 p.m.

LaRette Reese
City Clerk, MRCC

DRAFT

MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, May 12, 2025
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on Monday, May 12, 2025, 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 the Council were present:

Councilmember Stacy Clay
Councilmember John Tieman
Councilmember Steven McMahon
Councilmember Lisa Brenner
Councilmember Dennis Fuller
Councilmember Bwayne Smotherson

Also in attendance were City Manager, Gregory Rose; City Attorney, John Mulligan, Jr.; Director of Finance, Keith Cole; and Director of Planning & Zoning, John Wagner.

C. APPROVAL OF AGENDA

Hearing no requests to amend, Councilmember Fuller moved to approve the Agenda as presented, seconded by Councilmember McMahon, and the motion carried unanimously.

D. PROCLAMATIONS (Acknowledgement)

None

E. APPROVAL OF MINUTES

1. April 28, 2025, Joint Study Session w/Green Practices Commission Minutes was moved by Councilmember Tieman, it was seconded by Councilmember McMahon, and the motion carried unanimously.
2. April 28, 2025, Regular Session Minutes were moved by Councilmember Smotherson, it was seconded by Councilmember McMahon, and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. Theodore Smith was nominated to the Urban Forestry Commission by Councilmember Dennis Fuller, it was seconded by Councilmember Brenner, and the motion carried unanimously.
2. Zachary Finkelstein was nominated to the Traffic Commission by Councilmember Dennis Fuller, it was seconded by Councilmember McMahon, and the motion carried unanimously.
3. Kevin Taylor was nominated for reappointment to the Traffic Commission by Councilmember Bwayne Smotherson, it was seconded by Councilmember McMahon, and the motion carried unanimously.
4. Olivia Steely and Charlene Temple are nominated for reappointment to the Arts and Letters Commission by Councilmember Bwayne Smotherson, it was seconded by Councilmember Tieman, and the motion carried unanimously.
5. Paul Timothy Brady was nominated to the Traffic Commission by Councilmember Lisa Brenner, it was seconded by Councilmember McMahon, and the motion carried unanimously.

G. SWEARING IN TO BOARDS AND COMMISSIONS

None

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

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Citizen Comments

Tom Sullivan, 751 Syracuse, U City, MO

Mr. Sullivan stated a few months ago he mentioned that there were several ongoing problems throughout the City, and as of today, they have still not been addressed:

- One streetlight is out on Olive and Kingsland
- Three or four streetlights are out on a small patch of land across the street from Kingsland
- One streetlight is out at Chamberlain
- One streetlight is out at Ackert Walkway near Enright
- Light poles in the alley between Heman and Wieland are without covers for the electrical wires; this once led to a youngster getting executed
- Light poles without covers can also be found at 729 Westgate, 739 Westgate, and the southeast corner of Westgate and Vernon
- Numerous utility wires are hanging down throughout the City
- Dumpsters with missing lids can be found at the east end of the City, between Heman and Leland; Heman at Metcalf Park; in the alley behind Bartmer and Kingsland, and east to Kingsland
- The fountain at Lewis Park and several sections of the lip are crumbling into the pond
- The Rain Man sculpture needs attention; the brickwork needs tuckpointing, nothing has been planted in the planter, and weeds are everywhere

Mr. Sullivan stated the City has approximately ten inspectors who make \$70 to \$85,000 a year, so what are they inspecting? Next month, the old Cicero's location will be vacant for eight years. This space and many others have been vacant every day that Gregory Rose has been the City Manager and Terry Crow has been the Mayor. What a failure it is that the most visible locations in The Loop have remained empty this long. And with the most recent closing of Joe Edward's Peacock Diner, it's tough to get breakfast anymore in The Loop. Thank you for listening to my comments.

I. COUNCIL COMMENTS

None

J. PUBLIC HEARINGS

1. REZ 25-01 - Dierbergs University City, LLC for a Zoning Map Amendment to rezone the 0.91 acres that comprises Plat 7 of Market at Olive, Lots 2 and 3, from Industrial Commercial District (IC) to Planned Development Commercial District (PD-C)

Mayor Crow opened the Public Hearing at 6:37 p.m. After acknowledging that there were no written or oral comments, the hearing was closed at 6:37 p.m.

K. CONSENT AGENDA - (1 voice vote required)

1. CDBG Supplemental Agreement
2. Ratification – Splash pad Fencing
3. Ratification – Splash pad Sod

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

L. CITY MANAGER'S REPORT – (Voice vote on each item as needed)

1. City Manager Updates
None
2. Uniform (Police & Fire) Pension Fund Analysis
Mr. Rose stated staff is recommending that Council consider having a Fund Analysis performed for the Uniform Pension Fund.

Mr. Cole stated that the proposal to engage Baker Tilly to perform a Fund Analysis of the Police & Fire Uniform Pension Fund was presented to the Pension Board at their April 22, 2025, meeting, and based on their recommendation, it is being presented to the Council for consideration.

Councilmember Brenner asked if the note that states "*There can be no change to the plan unless the plan is at least at the 80% funding mark*" means that even after obtaining the analysis, no changes could be made until the fund reaches 80 percent? Mr. Cole stated that is correct. The note refers to a State requirement that prohibits any changes from being made to the benefits unless the plan is at least 80 percent funded.

Mr. Rose stated that the trajectory of the Uniform Pension Plan has continued to decline. Staff does not have the expertise needed to perform this type of analysis, so the rationale behind this request is to hire an accounting firm that specializes in this area to determine what, if any, changes can be made to reverse this trajectory.

Councilmember Tieman moved to approve, it was seconded by Councilmember Fuller, and the motion carried unanimously.

M. UNFINISHED BUSINESS - (Roll call vote required on 2nd and 3rd readings)

1. **AMENDED BILL 9567** - 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 ADJUSTED LOTS 2 AND 3 OF MARKET AT OLIVE PLAT 7, FROM INDUSTRIAL COMMERCIAL DISTRICT ("ic") TO PLANNED DEVELOPMENT COMMERCIAL DISTRICT ("PD-C"). Bill Number 9567 was read for the second and third time.

Mr. Mulligan stated that while the Agenda indicates that this is an Amended Bill, there have been no substantive changes. This Bill was assigned the number 9566 when it was introduced on April 28th, however, it was later determined that 9566 had previously been assigned to another Bill. Therefore, only the number is being changed. Mr. Mulligan stated that the same explanation applies to Agenda Item M (2): Amended Bill 9568, which was previously assigned Bill Number 9567.

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

Roll Call Vote Was:

Ayes: Councilmember McMahon, Councilmember Brenner, Councilmember Fuller, Councilmember Smotherson, Councilmember Clay, Councilmember Tieman, and Mayor Crow.

Nays: None

To Be Considered after Resolution 2025-05

2. **AMENDED BILL 9568** - AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR ADJUSTED LOTS 2 AND 3 OF MARKET AT OLIVE PLAT 7. Bill Number 9568 was read for the second and third time.

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

Roll Call Vote Was:

Ayes: Councilmember Brenner, Councilmember Fuller, Councilmember Smotherson, Councilmember Clay, Councilmember Tieman, Councilmember McMahon, and Mayor Crow.

Nays: None

N. NEW BUSINESS

Resolutions - (Voice vote required)

- 1. Resolution 2025-05**– Preliminary Development Plan for Market at Olive Plat 7, Adjusted Lots 3 and 4.

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

Councilmember Clay asked if the tan building depicted in the renderings was an accurate representation of what this building will look like?

Dr. Wagner stated Brent Beumer of Dierbergs could provide Councilmember Clay with an answer to his question.

Brent Beumer, Vice President of Real Estate for Dierbergs Markets, Inc., 16690 Swingley Ridge Road, Chesterfield, MO 63017

Mr. Beumer stated the short answer to that question is that Dierbergs' intent is for the outbuildings to be architecturally and aesthetically harmonious with Dierbergs. So, to be consistent with what was approved for the main building on Lot 1, the color will probably be more in the brown family rather than tan.

Voice vote on Councilmember Smotherson's motion carried unanimously.

- 2. Resolution 2025-06** - Adoption of St. Louis Regional Hazard Mitigation Plan

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

Councilmember Smotherson asked if staff really expects to receive federal funding for this plan? Mr. Rose stated that until they hear otherwise, about potential grants from the government staff will continue to proceed as they have in the past.

Voice vote on Councilmember McMahon's motion carried unanimously.

Bills - (No vote required on introduction and 1st reading)

Introduced by Councilmember Smotherson

- 1. BILL 9569** - AN ORDINANCE APPROVING A FINAL PLAT FOR A MINOR SUBDIVISION OF LAND AT 749 AND 801 SWARTHMORE LANE TO BE KNOWN AS "801 SWARTHMORE LANE." Bill Number 9569 was read for the first time.

Introduced by Councilmember Fuller

- 2. BILL 9570** - AN ORDINANCE AMENDING CERTAIN DOCUMENTS APPROVED BY ORDINANCE NO. 7351 RELATING TO AN INDUSTRIAL DEVELOPMENT PROJECT FOR 711 KINGSLAND AVENUE. Bill Number 9570 was read for the first time.

O. COUNCIL REPORTS/BUSINESS

1. Board and Commission appointments needed
2. Council liaison reports on Boards and Commissions
3. Boards, Commissions, and Task Force minutes

4. Other Discussions/Business

- a) Fiscal Impact Review** - (Requested by Councilmembers Smotherson and Fuller);
Discuss new procedure for requiring developers to fund fiscal impact review.

Councilmember Smotherson stated while he appreciates the explanation that was provided regarding the fiscal impact review, he thinks that a distinction should be made between the fee assessed for multi-million dollar developments like Parkview Gardens and smaller developments like the Mack Brothers' project.

Mayor Crow stated while he doesn't necessarily disagree with Councilmember Smotherson's comments and understands that it can be a bit challenging for all concerned to work through these developments, he's not sure it's healthy to compare the City's smaller projects with multi-million dollar projects since that would be an apple to oranges comparison. You simply have to have all of the numbers in front of you before anything can move forward. So, it's going to be important for the applicant to make sure Council has the information it needs to make an informed decision.

Councilmember Fuller stated his only concern was how the decision is being made to charge each developer a fee because in the future, it could have an impact on smaller businesses, especially those looking to develop properties along the Olive Corridor.

Mr. Rose stated that the implementation of a fee related to fiscal impact reviews only applies to individuals or businesses that are requesting a subsidy. When that occurs, an analysis, i.e., fiscal impact review, must be conducted to determine whether that request is reasonable. However, since staff does not have the expertise to conduct this analysis in-house, it must be contracted out, which means that taxpayers will be forced to pay the cost. Council may decide that the subsidy is not needed; that it should be subsidized at a higher rate, etc.; the developer could elect not to move forward with the project or in some cases, they've decided that they no longer need a subsidy after the project has already been developed. So, there are a lot of variables associated with requesting a subsidy, but once that analysis has been conducted, the City is on the hook for those costs.

Councilmember Smotherson stated there is no indication that the Mack Brothers' contract was ever presented to Council. So, is this a new process because it does not seem to have been utilized with any of the City's other developments? Mr. Rose stated when Council began negotiations with the developer for the Market at Olive, he believes there was a fund created that the developer placed money into that was based on the idea that growth should pay for growth. So, it's the same concept.

Mr. Mulligan stated that is correct. With the Market at Olive, a Preliminary Funding Agreement was entered into between the City and the developer, which was approved by Council. The agreement provided for the developer to deposit funds with the City, so that when legal expenses and consultant fees were incurred, the money to pay those expenses would be taken from that special account. In fact, additional contributions have been made to that account along the way. He stated the City has also entered into these types of funding agreements for smaller projects that did not necessarily rise to the level of requiring Council's approval since there is a \$25,000 threshold in the Code. So, this type of funding agreement is typical here, as well as in other cities.

Mayor Crow stated he thinks the specific project that Councilmember Smotherson is referencing is on a completely different scale. So perhaps, the City Manager and his staff can look into that. However, his thoughts about this particular applicant are that Council has not received enough information about the project to even make a decision.

Mr. Rose stated it's important to note that in these instances, the City is not charging a developer for the entire cost of the review. The remainder of the costs owed to the contractor performing the analysis will be covered by the City. The concept of utilizing funding agreements is to ensure that the City can recoup a portion of its cost, regardless of the outcome.

Councilmember Smotherson stated that he understands Mr. Rose's perspective and the Mayor's comments about needing all of the information. However, since it is evident that this particular developer has already invested money in the business and the event center is up and operating, he hopes that the City can find a way to help them complete this project.

Mayor Crow stated he would also like to see this project completed and for Olive to get the well-deserved attention that it needs. However, when someone is requesting funds from the City, you can't blindly approve their request. Even the utilization of EDRST funds requires an applicant to show receipts for the work that has been done. So, it's not sufficient to just tell someone what you've done, it has to be proven. That said, Mayor Crow stated that he appreciated Councilmembers Smotherson and Fuller for bringing this issue up because the City has a great deal of economic activity going on, and this situation; where a process may have to be recalibrated was bound to come up at some point.

P. CITIZEN PARTICIPATION (continued if needed)

None

Q. COUNCIL COMMENTS

None

Councilmember Tieman moved to adjourn the Regular Council Meeting, it was seconded by Councilmember McMahon, and the motion carried unanimously.

R. ADJOURNMENT

Mayor Crow thanked everyone for their participation and adjourned the meeting at 7:04 p.m.

LaRette Reese
City Clerk, MRCC



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

NUMBER: <i>For City Clerk Use</i>	CA20250527-01
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SUBJECT/TITLE:

Facility Use Agreement - Farmers Market

PREPARED BY:

Brooke A. Sharp

DEPARTMENT / WARD

City Manager's Office

AGENDA SECTION:

Consent

CAN ITEM BE RESCHEDULED?

No

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends approval.

FISCAL IMPACT:

The City will receive revenue of \$200 per month for the month of June. If granted additional EDRST funds, they will pay \$800 per month for the remainder of the season. If the additional funding is not granted, they will pay \$200 per month for the remainder of the season.

AMOUNT:

N/A

ACCOUNT No.:

N/A

FROM FUND:

N/A

TO FUND:

N/A

EXPLANATION:

Approval of this agreement will allow the Farmers Market to use a designated space at Centennial Commons for the Farmers Market on Thursdays and Saturdays.

STAFF COMMENTS AND BACKGROUND INFORMATION:

his agreement allows the Farmers Market to use a designated area at Centennial Commons to host the Farmers Market on Thursdays and Saturdays. This item was presented to the Parks Commission and there was a unanimous vote to recommend approval of this site. The market season runs from April until November of 2025. The Farmers Market will pay a fee of \$200 per month for June. If granted additional EDRST funds, they will pay a fee of \$800 per month through the remainder of the season. If the additional funds are not granted, they will continue to pay \$200 per month through the remainder of the season.

CIP No.

RELATED ITEMS / ATTACHMENTS:

Facility Use Agreement
Exhibit A - U City FM Rules and Regulations
Exhibit B.2 - Proposed Market Site
Farmers Market Certificate of Insurance

LIST CITY COUNCIL GOALS (S):

Community Quality of Life and Amenities
Economic Development

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

May 27, 2025

FACILITY USE AGREEMENT

This Facility Use Agreement (Agreement) is made and entered into this _____ of _____, 2025 by the Midwest Association of Farmers Markets (MAFM) and the City of University City, Missouri, a municipal corporation of the State of Missouri (City).

WHEREAS, the City would like to support a farmer's market for the purposes of promoting local commerce, making the freshest produce available to its residents, and providing a dynamic gathering place for local farmers and residents of the City and adjoining areas;

WHEREAS, the MAFM has been operating the U. City Farmers Market (Market) in University City since 2014 in the Delmar Loop. The MAFM has expanded the Market's operations to include Winter, Spring and Holiday markets on Saturdays and a Midweek Summer Market.

WHEREAS, the MAFM and the City desire to enter into this Agreement to allow the MAFM to expand and move the Market to Centennial Commons at 7210 Olive Blvd, University City, Missouri, 63130.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the adequacy of which is hereby acknowledged by both parties, MAFM and the City agree as follows:

ARTICLE 1. Purpose

Section 1.1 The Market will be operated by Deborah Henderson, President and Executive Director of the MAFM. The purpose of this Agreement is to set forth the terms and use for certain areas at Centennial Commons as designated in Exhibit B.2, attached hereto and incorporated herein.

Section 1.2 The Market shall be used to (i) promote foods from locally grown producers and regionally branded products that appeal to dedicated Market-goers, (ii) support local farmers, (iii) support local musicians and events, (iv) educate the public about healthy food choices and preparation of local seasonal food, (v) provide a dynamic meeting place for City residents and others to enjoy, (vi) encourage Market-goers to patronize local Loop businesses.

Section 1.3 The overall guiding principle embodied in this Agreement is the mutual desire of the City and the MAFM to maximize the resources of each entity to provide the highest quality Market possible for the constituents of the City and as a shopping destination for the region.

ARTICLE 2. Governance

Section 2.1 Day-to-day Market operations shall be governed by certain rules and regulations (Farmer's Market Rules) set forth in Exhibit A, attached hereto and incorporated herein, and shall be under the direction of Deborah Henderson (Market Manager).

Section 2.2 The MAFM represents and acknowledge that the Market shall adhere to all applicable local and State statutes and regulations, City and St. Louis County ordinances, and St. Louis County Health Department Guidelines.

ARTICLE 3. Location and Time

Section 3.1 On Saturdays, the Market will occupy the Market Site having 35 designated parking spaces directly south of the fountain (across the parking lot from Centennial Commons) designated in Exhibit.B.2. On Thursdays, the Market will use fewer parking spaces in the same area for the Market Site.

For safety reasons, the Market Site will be open to pedestrian traffic only and closed to vehicle traffic.

Section 3.2 The MAFM agrees to manage vendor parking and ensure vendors park only in the vendor parking area designated in Exhibit B.2. The City is not responsible if other cars are parked there prior to the arrival of vendors.

Section 3.3 The MAFM may operate in Centennial Commons on Thursdays and Saturdays only.

On Saturdays the MAFM agrees to operate the Market on the Market Site between 8:30 a.m. and 1:00 p.m.; and to not set up for the Market before 6:00 a.m. The MAFM may host special events occasionally with longer hours (up to 1:30 p.m.) and agrees to notify the Parks Department of these events.

On Thursdays the MAFM agrees to operate the Market on the Market Site between 4:00 p.m. and 7:00 p.m.; and to not set up for the Market before 1:30 p.m. The Market Site may be cordoned off to ensure safety for both vendors and park visitors.

Section 3.4 The MAFM agrees that it will at all times keep the parking areas designated in Exhibit B.2 and the Market facilities in a neat and sanitary condition.

Section 3.5 The MAFM agrees to return the Market Site and the areas for Market and vendor parking, to normal conditions no later than 2:30 p.m. on Saturdays and 8:30 p.m. on Thursdays, including, but not limited to, removal of all tents and tables, coolers, barriers, trash, litter, etc.

ARTICLE 4. Use Agreement

Section 4.1 The MAFM shall pay for all expenses related to the Market including marketing, promotions, advertising, etc.

Section 4.2 The City agrees to provide the MAFM with two 5-ft. plastic barriers with "Road Closed" signs, four orange plastic traffic cones, and two orange plastic traffic cones with "Handicap Parking" signs. The MAFM has permission to use the two trash receptacles near the fountain if needed.

The MAFM agrees to store barricades indoors when not in use and install the two signs and barricades each Saturday by 7:30 a.m. City staff will review and consider approval of the barricade and sign locations prior to the start of the first Market.

Section 4.3 The MAFM shall be responsible for the payment and provision of all utilities to vendors.

Section 4.4 The MAFM shall pay the City monthly rent for use of the areas of Centennial Commons designated in Exhibit B.2, payable in advance on the first day of each month. The rent shall be \$200 per month through July 31, 2025; and from August 1, 2025 through November 30, 2025, the rent shall increase by any amount awarded to the MAFM for farmers market rent by the Economic Development Retail Sales Tax Board and approved by the City Council, not to exceed an additional \$600 per month. Rent for any special event farmers market as provided in Section 5.2 shall be subject to agreement by the City and the MAFM.

Section 4.5 The City shall allow the MAFM to place one or two storage units in the area designated in Exhibit B.2.

Section 4.6 The City shall open the restrooms in Centennial Commons at 7:00 a.m. on Saturdays for Market staff and farmers' use.

Section 4.7 The City commits to providing occasional visits by University City Police.

Section 4.8 The MAFM shall bag and dispose of any trash or recyclable materials generated at the Market into the large trash container located in the fenced enclosure on the south side of the parking lot.

Section 4.9 The MAFM has permission to access the water faucet in the fountain pumphouse and is responsible for locking the pumphouse door at the end of each Market. The MAFM has permission to use the electrical outlets on the ground receptacle and on the pumphouse and install a source of electricity if it's not already available.

Section 4.10 The MAFM agrees to allow the City to occupy space/booth at the Market for educational or promotional events, as needed. The City will be required to give the Market Manager 48-hour notice when the City intends to participate in the Market.

Section 4.11 The MAFM shall be responsible for ensuring all patrons, employees, and businesses using the parking areas around Centennial Commons have full access to parking areas other than areas shown in Exhibit B.2.

Section 4.12 The MAFM is responsible for ensuring that no vendor uses an open flame in the Market. Any heat source provided within the Market shall comply with all applicable Codes and be approved by the City.

Section 4.13 The MAFM is responsible for ensuring that if alcohol is sold at the Market, the following criteria are met: 1. It is only sold by a regional winery, local distillery or local brewery. They are allowed to sample their products. 2. It may be sold by the MAFM for fundraising or special events. 3. The MAFM obtains a picnic liquor license pursuant to Municipal Code Section 600.090.5, which allows up to 20 licenses per year provided the license coincides with a special event of the Market as approved by the City Manager.

Section 4.14 The MAFM shall be allowed to place a U. City Farmers Market banner on the edge of Heman Park along Olive Blvd.

The MAFM shall be allowed to place directional "Market Today" sidewalk signs at intersections approved by the City, to direct patrons to the Market.

All "entrance" and "sidewalk" signs will only be set out on Market Day and must be removed when market is over. Signs may not block accessible paths or restrict the line of sight for vehicular traffic.

Section 4.15 The MAFM is responsible for ensuring that all musicians and entertainers associated with the operation are in compliance with all applicable City codes regarding noise or the unnecessary calling with the voice for the purpose of attracting attention by the creation of noise or for advertising purposes. A one-time permit (fee waived) for the full Market season shall be obtained from the City Manager for the weekly "Market Music Series." The Market Manager shall provide the City Manager with a music schedule, hours of use, location of music set up; and will notify the City Manager of any changes.

Section 4.16 At the end of the Market season, the MAFM shall secure all City-provided materials (barricades, traffic cones, etc.) in the locked storage units for the winter season. Upon termination of the Agreement the MAFM is responsible for returning all City-provided materials and equipment.

Section 4.17 The MAFM shall be responsible for repair or replacement of any City-provided materials damaged by the MAFM, its agents, servants or employees, vendors or patrons.

Section 4.18 The MAFM shall not permit or knowingly condone any illegal activities to occur in Centennial Commons during Market activities.

Section 4.19 The MAFM shall procure a business license from the City for the operation of the Market; such license fee shall be \$45.00.

Section 4.20 The Market requires more electrical receptacles to operate than what are currently available at the Market Site. The MAFM may have licensed electricians examine the Market Site, including the pumphouse panels, for the purposes of defining the scope and cost of work needed. The City Manager may approve such additional electrical receptacles and work, including at the City's cost, as he deems necessary to carry out the intent of this Agreement.

ARTICLE 5. Term

Section 5.1 The Market shall operate beginning after April 1, 2025 and continuing no later than November 30, 2025. This Agreement is null and void on November 30, 2025, subject to Section 5.2.

Section 5.2 The MAFM may hold additional special event farmers markets, such as "Winter", "Spring" and "Holiday" markets, on dates outside of the time frame specified in Section 5.1, upon approval by the City Manager, in his sole and absolute discretion. The MAFM shall make any such request to the City at least twenty-one days in advance, and if approved, the terms and conditions of this Agreement shall.

Section 5.3 The City shall have the right to modify any term or condition of this Agreement at any time, as it deems necessary, and 20-days' written notice thereof shall be given by the City to the MAFM to the extent practicable.

ARTICLE 6. Termination

Section 6.1 This Agreement may be terminated by either party for failure to perform or a breach of this Agreement. The responding party shall have three days to reply if an effort to rectify or correct the failure or breach is desired. If an agreement to rectify is not reached within days, the original date of termination shall stand.

Section 6.2 This Agreement may be terminated without cause by either party by giving written notice to the other at least 30 days prior to the date of termination.

ARTICLE 7. Services

Section 7.1 The City may promote the Market through its website and ROARS newsletter.

Section 7.2 The City's Director of Parks and Recreation and Deputy Director of Recreation Services and Facilities shall serve as the primary staff liaisons to the MAFM for handling questions or issues that may arise in regard to the execution of this Facility Use Agreement.

Section 7.3 The City and MAFM will allow the use of their logos for advertising by the other party. The City shall review and approve all proposed uses of the City's logo by the MAFM prior to its use and dissemination.

ARTICLE 8. Notice

All notices required or permitted under this Agreement shall be deemed served when received by personal delivery, by nationally recognized overnight carrier, or by certified United States mail, return receipt requested, postage prepaid, at the following addresses:

The City:

The City of University City
6801 Delmar Blvd.
University City, MO 63130
(314) 505-8534
Attn: Gregory Rose

MAFM:

Midwest Association of Farmers Markets
6124 Victoria Ave.
St. Louis, MO 63139
(314) 913-6632
Attn: Deborah Henderson

ARTICLE 9. Liability of the City

Section 9.1 The City shall not be liable for any damage, loss or injury to the person, property or effects of the Market or of any agent, servant or employee of the MAFM, or of any vendor or patron of the Market during Market activities other than through the negligence attributable to the City.

Section 9.2 The MAFM agrees to carry general liability insurance covering the premises herein described in Certificate of Insurance attached hereto and incorporated herein as part of Exhibit B.2, which insurance shall name the City as co-insured. Such insurance policy shall be presented to the City upon request. Such insurance policy must include coverage for all activities performed at the Market.

Section 9.3 MAFM shall require an agreement that vendors indemnify the MAFM and the City for the negligence, reckless or intentional acts of the vendors and their agents.

ARTICLE 10. Indemnification

As a condition of this Agreement, the MAFM agrees to indemnify, defend and hold harmless the City and all of its officials, officers, employees and agents against any and all suits, causes of action or claims for injuries, damages, costs and expenses (including reasonable attorney's fees) to persons or property, whether public or private, that may arise out of, the operation of the Market or any Market activity, or any act, omission or misconduct of the MAFM or its agents, representatives, contractors or employees. The MAFM further agrees to discharge any and all judgments that may be rendered against the City or its officials, officers, employees and agents in connection with any suit, cause of action, or claim after the judgment becomes final.

ARTICLE 11. Assignment

Neither party shall assign, transfer, pledge, encumber or sublease this Agreement; any attempt to do so shall be null and void.

ARTICLE 12. Relationship of Parties

No agency, partnership, joint venture, employment agreement or any other relationship is created by this Agreement.

ARTICLE 13. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

ARTICLE 14. Integration

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

ARTICLE 15. Authorization

The City and the MAFM agree to the above terms and conditions and enter into an agreement for the 2025 Farmers Market.

Midwest Association of Farmers Markets
DEBORAH HENDERSON,

CITY OF UNIVERSITY CITY
GREGORY ROSE,

By: _____

By: _____

Date: _____

Date: _____

Title: President and Executive Director

Title: City Manager, City of University City



U CITY FARMERS MARKET

Organized by Midwest Association of Farmers Markets

Email: midtownfarms1@yahoo.com

Phone: (314) 913-6632

RULES AND REGULATIONS

□ AUTHORITY

- These policies, regulations, and instructions are created at the sole discretion of the U City Farmers Market (the “Market”) and Midwest Association of Farmers Markets.
- The Market is managed by the Market Manager, who has authority over all Market operations.
- The Market Manager is the sole decision maker for all booth placements.
- The Market Manager has the discretion to limit the items and vendors for each category.
- No guarantee of exclusivity of products is made or implied.
- The Market Manager will not approve any new vendor on Market Day.
- The Market Manager reserves the right to verify any farm or facility.
- The Market does not discriminate on the basis of race, religion, national origin, age, color, disability or sexual orientation.

□ TERMS AND CONDITIONS OF SALES

- Items for sale at Market must be Midwest grown or made. Exceptions are tropical foods like coffee, teas, and chocolate, which the vendor has roasted, blended, cooked or packaged under their own label; and specialty seafood or dairy products which are approved by management.
- At least 80% items for sale must be made or produced by a food vendor. Exceptions must be disclosed.
- Occasionally, a farmer may be allowed to sell a farm product they have not grown, and which is not grown by any other farmer at market; but they must have expressed permission by the market manager beforehand.
- All items offered for sale at the Market must be first quality, unless they are expressly posted as “seconds”.
- All prepared or value-added foods must be prepackaged, labeled with the name, address, and phone number of the vendor, name of the product, and list of ingredients in order of predominance.
- All vendors must post signage stating their business name and location, as well as prices for all items.
- Farmers and vendors may not use descriptive words like “organic” and “certified” on their signage or advertising unless they have the credentials to back up those claims.

□ APPLICATION REQUIREMENTS

- All vendors at the Market must provide the following:
 - Completed Vendor Application Form (all items to be sold must be listed on Vendor Application.)
 - Proof of Vehicle Liability Insurance (required for operating a vehicle within the Market)
 - Any County, State, or Federal Licenses necessary to do business
- Certain vendors may be required to provide the following:
 - Farmers’ Market Permits from the St. Louis County Department of Health (DOH)
 - General Commercial or Product Liability Insurance
 - Egg license from the Missouri Department of Agriculture
 - Temporary Liquor Licenses from Missouri, St. Louis County, and University City
 - Missouri Retail Sales Tax License

❑ RENTAL AND PAYMENT

- A “vendor” is anyone renting space on Market Day.
- No vendor shall assign, sublet, or sell their assigned space to another.
- Payment of fees is to be paid online with the application; or with check, cash or Square invoicing. Checks are payable to MAFM (Midwest Association of Farmers Markets).
- Any vendor writing a bad check will be charged \$25 fee per check and future checks will not be accepted.
- Bad check fees must be paid in full prior to renting future space.
- The Market Manager will collect all fees.

❑ MARKET SCHEDULE

- Saturday Market Hours: 8:30am to 12:30pm. (Pandemic Hours)
 - Setup begins at 6:30am by Manager and Crew. Vendors may begin set up after 7:00am.
 - No vehicle may drive in the Market area between 8:00 a.m. and 12:30 p.m. on Market Day.
 - Selling at the Market shall begin promptly at 8:30a.m.
- Thursday Market Hours: 4:00pm to 7:00pm.
 - Setup begins at 2:00pm by Manager and Crew. Vendors may begin set up after 2:30pm
 - No vehicle may drive in the Market area between 3:30pm and 7:00pm on Market Day.
 - Selling at the Market shall begin promptly at 4:00p.m.

❑ ATTENDANCE AND CANCELLATION POLICY:

- The Market’s success and vitality as a whole depends on vendor commitment to scheduled dates. We curate and accept vendors based on requested dates in their application, in order to provide the fullest assortment possible. The market relies on the commitment made by vendors and consistent attendance in order to build and maintain a customer. base and provide a reliable shopping experience
- Repeated, chronic late arrivals or absences by a vendor, with or without notice, may result in:
 - a. Verbal and/or written warning
 - b. Possible suspension or removal of vendor from market
- Email Manager at midtownfarms1@yahoo.com no later than the day before market to cancel.
- Weekly Vendors may be charged the full fee, if a space is reserved and they don’t attend without notice.
- For market day emergencies, text the Manager at 314-913-6632 at least 1 hour before market opens.

❑ DAILY OPERATIONS:

- A Market Space is 10’ x 10’ tent unless otherwise indicated on application.
- Vendors must provide and set up their own tents and tables, unless otherwise indicated on application.
- All vendors must provide weights for their tents. Vendors with non-weighted tents will not be allowed.
- Weekly Vendors must wait to unload inside the Market until a booth is assigned.
- Once unloaded inside the Market, a vendor must immediately move his/her vehicle to the designated parking area for the remainder of the Market. Any exceptions are at the discretion of the Market Manager.
- Vehicles may not park in a fire lane, on curbs, block any drive lane, or entrance or exit to the Market.
- Nothing can encroach upon aisle space, common areas, fire lanes, or neighboring spaces. Any exception to this policy will be at the discretion of the Market Manager.
- Vendors must keep the vicinity in and around their selling area clean and orderly at all times.
- Vendors must remove all refuse, produce waste and unsold items at the end of each Market Day.
- The Market provides trash receptacles for customers use only.
- Vendors must agree to sell for the entire Market Day and are asked not to leave before then. If there is an emergency, see the Market Manager before leaving and help will be provided.

- The Market is rain or shine. The Market only closes if there is severe weather or another emergency.
- Any items not removed by closing time may become property of the Market.

☐ DAILY RIGHTS AND RESPONSIBILITIES:

- It is the responsibility of the vendor to refund or exchange merchandise that is deemed unsatisfactory.
- No vendor may engage in solicitation, collection drives, political, or religious activities in the Market.
- Vendors may not smoke, drink alcohol, and/or possess or use any controlled substance while at the Market other than beer, wine or drinks sold by licensed Market vendors.
- The use of any spark, flame, or fire-producing device is prohibited in the Market without Market Manager's written permission. A working fire extinguisher is required.
- It is the responsibility of the vendor to provide any/all chairs, change, cash registers or cash boxes, signage, extension cords and covering, tape, decoration, display equipment, tent weights and water for business.
- Drinking water supplied by the Market in coolers may be used only for customer and vendor drinking.
- Potable water may be brought by the vendor or may be sourced from the Market's outdoor faucet.
- Potable water for plants/produce is available from an outdoor faucet on the Market Site.
- Vendors shall not allow seepage and leakage of water or fluids from their stands into the aisles, or other vendors' stalls or common areas.
- No vendor shall use false pack (meaning the topping or facing of containers with the best products exposed and poor products concealed underneath).
- No vendor shall enter into any price agreement; join any organization, or collude with others for the purpose of raising, lowering or fixing prices of products at Market; or for the purpose of keeping products at or from the Market.

☐ HEALTH STANDARDS FOR FOOD AND FARM VENDORS

- The Market provides the following for public use portable restrooms; a hand-washing station; trash/recycling receptacles; potable water and electricity.
- Only vendors who have valid permits, proper documentation, and are in compliance with all applicable regulations may sell or sample food at the Market.
- All farmers must register with the STL County DOH. There is no fee to simply sell farm produce and products; unless the farmer is from another state.
- Any food items must be displayed or stored at least 6" above the ground.
- No pets or live animals are allowed within near vendor stall(s) with the exception of support dogs.
- Sales of frozen or packaged frozen meats are permitted if they come from an inspected source, are labeled properly, and maintained frozen. Fish may be sold frozen or fresh-on-ice. See Food Code for details.
- Potentially hazardous food samples shall be maintained at or below 41°F if cold and above 135°F if hot. All other food samples shall be used or disposed of within four hours of cutting or dispensing.
- Eggs may be sold if maintained at or below 45°F and the vendor has obtained a license from the Mo Dept of Ag. All eggs must be Grade AA or A. Mechanical refrigeration is required by the STL Co DOH.
- The sale of unpasteurized, raw milk product is not allowed by the STL CO DOH.
- All packaged products, baked goods, and canned goods must be processed in an approved facility.
- An "approved facility" is any place which has been inspected and approved by that area's regulatory authority with current documentation of compliance.
- Packaged products must be labeled with the common name of the product; name, address, and phone number of the producer; and list of ingredients in order of predominance.
- All foods on sale or display are required to be protected from contamination.

- Samples shall be kept in approved, clean, covered containers and distributed in a sanitary manner, following the Sampling Guidelines. No bare hand contact with ready-to-eat food is allowed.
- Food for samples shall be washed clean with potable water.
- If sampling, immediate access to hand washing facilities is required by vendors.
- Utensils and cutting surfaces shall be smooth, non-absorbent, and easily cleanable or disposable.
- Refer to the St. Louis County DOH's Farmers' Market Guidelines for comprehensive permit information: <http://www.stlouisco.com/HealthandWellness/FoodandRestaurants>
- Health Permits are processed at the STL Co DOH Headquarters, 6121 N. Hanley Rd, St. Louis MO 63134.

☐ **ALTERNATIVE CURRENCIES**

- **SNAP/EBT AND DUFB (See Provided Information Page)**
 - SNAP/EBT is Supplemental Nutrition Assistance Program and Electronic Benefits Transfer.
 - DUFB is Double Up Food Bucks. It doubles the money spent by SNAP users on Fresh Produce.
 - MAFM offers these services to Customers on behalf of and at no cost to food and farm vendors.
 - These increase vendor sales and may provide seniors & low-income families access to market foods.
 - Vendors must follow all program procedures and sign applicable agreements in order to participate.
- **CREDIT/DEBIT TOKENS AND MARKT BUCKS (See Provided Information Page)**
 - Tokens may be purchased by customers for use at any vendor's booth.
 - Market Bucks may be created for special events or promotions.
 - Tokens and Market Bucks may be redeemed by vendors for cash at the end of the market day.

☐ **COMPLAINTS AND GRIEVANCES BY CUSTOMERS OR PATRONS**

- It is the goal of MAFM and UCFM to create an environment of trust and transparency for our customers in regard to where their farmers' market food and products are grown, made and sourced.
- Our success depends on all farmers and vendors maintaining high standards in both quality and safety of products sold; in having honesty about product sourcing; and in good customer service practices.
- A customer may file a complaint with a vendor or market management. It is the responsibility of the vendor to warrant, refund, or exchange merchandise that is deemed unsatisfactory. Vendors are required to satisfy any customer complaint under any circumstances.
- A vendor who does not comply with this policy will be given the opportunity to make corrections and amends to the customer. If corrections are not made; a review by MAFM may be generated. The vendor may be suspended from the market; depending on the severity of the complaint.

☐ **COMPLAINTS AND GRIEVANCES BY VENDORS**

- All Vendor grievances about other vendors or the market must be made in writing to the Manager. Written complaints will be responded to within 7 days. The name of the complainant shall be kept confidential.
- Complaints may generate a site visit by Market Management without prior notice to the vendor.
- If complaints are deemed to have merit, vendors will be given the opportunity to make corrections to the satisfaction of the Policies and Regulations set up by MAFM within 7 days.
- If any violations to rules and regulations are not remedied in a timely manner and to the satisfaction of Market Management and the MAFM Board, the vendor who is in violation, may be suspended from the market for the rest of the season without any refunds in prepaid vendor fees.

☐ PETITION AND SOLICITATION POLICY:

- MAFM and Market Management have worked hard alongside its vendors and farmers over many years to build a vital customer base from which all vendors benefit.
- MAFM protects this customer base by not allowing petitioning, canvassing and solicitation by outside organizations, brokers and businesses on the day of market.
- Vendors are asked to do the same for the market and their fellow vendors.
- During Market hours, vendors may not engage in solicitation, collection drives, political, or religious activities in the Market
- During Market hours, vendors may not solicit or petition the markets' customers to sign up for CSA's, home or other delivery services which are expressly designed to take the customers' patronage away from the market.

☐ LIABILITY AND INDEMNITY

- As a condition of this Agreement, Vendors shall indemnify, defend and hold Midwest Association of Farmers' Markets ("MAFM") and the City of University City; their employees, agents, or officials harmless from and against liability, claims, demands, whether public or private, arising out of or in connection with any act, omission or misconduct by their employees, vendors, attendees or agents.
- And any claim arising in connection with any activity done by, or on behalf of MAFM, U City Farmers Market and the University City, are hereby released from any responsibility and liability for loss or damage of merchandise while it is stored on site at the Market's location.
- And any claim arising in connection with schedule or location changes due to unforeseen circumstances such as public works or utility issues, construction and natural disasters; MAFM, U City Farmers Market and the University City, are hereby released from any responsibility and liability for loss of business.
- These provisions shall survive the expiration of this Agreement.

The vendor's signature on the online market application verifies that they have read, understood, and agreed to all of the U City Farmers Market policies and regulations. Please direct any questions or concerns to: Market Manager at [midtownfarms1 @ gmail.com](mailto:midtownfarms1@gmail.com) or (314) 913-6632

EXHIBIT B.2

Site Map for U City Farmers Market in Heman Park
7210 Olive Blvd.

Market Site—Orange
Storage Units---Grey

Vendor Parking---Blue
Market Banner—Yellow

Midwest Assn of Farmers Markets
Deb Henderson
midwestmarkets1 @ gmail.com
314-913-6632





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input checked="" type="checkbox"/> A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**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

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

NUMBER: <i>For City Clerk Use</i>	CA20250527-02
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SUBJECT/TITLE:

Canton Phase II Construction Engineering Services and design work contract.

PREPARED BY:

Mirela Celaj

DEPARTMENT / WARD

Public Works/Ward 3

AGENDA SECTION:

Consent

CAN ITEM BE RESCHEDULED?

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends approval of the agreement with EFK Moen and authorization to execute the contract contained in Council's packet.

FISCAL IMPACT:

\$84,652.92(Federal Share \$69,120.00; Local Share \$15,532.92)

AMOUNT:

\$84,652.92

ACCOUNT No.:

12-40-90-8080

FROM FUND:

TO FUND:

EXPLANATION:

The purpose of Supplemental Agreement #2 is to add construction Engineering services and design work for the STP-5402(619) Canton Avenue Phase II project. These services are in addition to the original engineering design contract in the amount of \$173,249.51 and Supplemental Agreement #1, which provided for a Phase I Cultural Resources Study and pavement borings in the amount of \$26,293.79. Approval of this agreement will increase the total contract amount with EFK Moen to a not-to-exceed amount of \$284,196.22.

STAFF COMMENTS AND BACKGROUND INFORMATION:

The City of University City has been granted a Surface Transportation Program Grant to improve infrastructure on select areas of Canton Ave. (Midland Blvd. to Pennsylvania Ave.). Supplemental Agreement #2 with EFK Moen is necessary to provide construction inspection services as part of this federally funded project.

CIP No.

PWST24-01

RELATED ITEMS / ATTACHMENTS:

Supplemental Agreement No. 2

LIST CITY COUNCIL GOALS (S):

Public Safety

RESPECTFULLY SUBMITTED:

City Manager, Gegory Rose

MEETING DATE:

May 27, 2025

**SUPPLEMENTAL AGREEMENT NO. 2
TO
ENGINEERING SERVICES CONTRACT**

This Supplemental Agreement is made part of an agreement executed **September 21, 2022** between the **City of University City** and **EFK Moen, LLC** for design services and construction of project **STP-5402(619) Canton Avenue Phase II**.

The purpose of this Supplemental Agreement is to **add Construction Phase services and design work**. These additional services shall be in an amount not to exceed **Eighty-four thousand, six hundred fifty-two dollars and ninety-two cents (\$84,652.92)** without further authorization. The total shall be in an amount not to exceed **Two hundred eighty-four thousand, one hundred ninety-six dollars and twenty-two cents (\$284,196.22)**. Attachment A outlines the cost breakdown for this Supplemental Agreement.

Supplement Agreement No. 2 accepted as defined herein:

OWNER: _____ ENGINEER: _____

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

ATTEST:

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

Executed by the City/County on the _____ day of _____, 2025.

Project Name: **Canton Avenue**
Sponsor: **University City**
Project Number: **STP 5402 (619)**

Supplement No. 2	Cost
Previously excluded EFK Moen portion of Supplement No. 1	\$ 2,832.50
Construction Phase Services (Project Management/Administration and Construction Engineering	\$ 81,820.42
<hr/>	
Supplement No 2 Total	\$84,652.92

<i>Original Agreement Total</i>	<i>\$173,249.51</i>
Supplement No 1 Total	\$26,293.79
Supplement No 2 Total	\$84,652.92
New Contract Ceiling	\$284,196.22

EFK Moen, LLC

Attachment A

Canton Avenue STP 5402 (619)

PROJECT MANAGEMENT/ADMINISTRATION AND CONSTRUCTION ENGINEERING SERVICES**ANTICIPATED CONSTRUCTION SCHEDULE AND COST**

TASKS	MONTH	Construction Phase							
		2025							
		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Letting - April, 2025									
PRECONSTRUCTION ACTIVITIES	Sep, 2024								
CONSTRUCTION ACTIVITIES	Oct 2023 - Mar 2024								
POST CONSTRUCTION ACTIVITIES	Apr 2024								

ANTICIPATED CONSTRUCTION STAFFING

STAFF CLASSIFICATION	TOTAL MANHOURS	2025								Precon	Construction	Post Const.	Total	Rates	Cost	Overhead Rate 158.06%	Fixed Fee 14%	Totals	Description
		Pre Const	May 18 WD	Jun 20 WD	Jul 20 WD	Aug 20 WD	Sep 18 WD	Oct 16 WD	Post Const										
QA/QC Manager / Principal	14	1	2	2	2	2	2	2	1	1	12	1	14	\$ 99.37	\$ 1,391.21				Overall QA/QC review of the project
Construction Manager (Admin)	56	4	8	8	8	8	8	8	4	4	48	4	56	\$ 74.19	\$ 4,154.64				Perform contract admin duties, submit pay requests and change orders, closeout docs
Sr Project Engineer	0	0	0	0	0	0	0			0	0	0	0		\$ -				
Senior Inspector	0	0	0	0	0	0	0			0	0	0	0		\$ -				
Project Engineer (Field Inspection, Closeout)	470	6	72	80	80	80	72	64	16	6	448	16	470	\$ 38.88	\$ 18,273.60				Perform daily constr inspection, documentation and project coordination
Clerk	28		4	4	4	4	4	4	4	0	24	4	28	\$ 38.59	\$ 1,080.52				Generate invoices and track time
	0									0	0	0	0		\$ -				
SUB-TOTALS	568	11	86	94	94	94	86	78	25	11	532	25	568		\$ 24,899.97	\$ 39,356.89	\$ 8,995.96	\$ 73,252.82	
															Direct Costs				
VEHICLE TRIPS	56.0	0.0	9.0	10.0	10.0	10.0	9.0	8.0	0.0	0.0	56.0	0.0	56.0		\$ -			\$ -	
VEHICLE MILEAGE (@ 70 Mi/trip @ \$0.70/Mi)		0.0	630.0	700.0	700.0	700.0	630.0	560.0	0.0	0.0	3920.0	0.0	3920.0	\$ 0.655	\$ 2,567.60			\$ 2,567.60	
SUBCONSULTANTS - TESTING - SCI Engineering															\$ 6,000.00			\$ 6,000.00	Perform project QC/QA testing and Submittal Reviews
Survey and Layout															\$ -			\$ -	
TOTALS																		\$ 81,820.42	



CE – TASK 1 – CONSTRUCTION PHASE SERVICES

After award of the construction contract, EFK Moen, LLC., hereinafter called the CONSULTANT will assist the City of University City, MO hereinafter called the CITY in administering the terms of the construction contract between the CITY and their Contractor. The CONSULTANT will endeavor to protect the CITY against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make CONSULTANT responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Any inspection of the work conducted by the CONSULTANT and its officers, and employees, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their part nor create any expectation of a duty to anyone, including but not limited to third parties, regarding workplace safety.

The construction phase services for the Canton Avenue Improvements Project includes part time construction and materials inspection.

*The following assumption of time required for construction phase services and material testing requirements is based on pre-final plans and quantities. If the final plans and quantities show evidence of increasing the construction phase services scope, the CONSULTANT will let the CITY know concurrently with the submittal of the final sealed plans, specifications, and estimate. Furthermore, since the CONSULTANT cannot control the Contractor's number of working days, working operations, and time required to be on-site for construction phase services, additional time may be required, and additional material testing may be required than what was originally assumed, which would be justified in a supplement agreement to the original contract with the CITY.

CONSULTANT's services include the following:

1. Lead/conduct a preconstruction conference to discuss project details with the Contractor, with assistance from the CITY.
2. CONSULTANT will follow the MoDOT Engineering Policy Guide Section LPA:136.11 Local Public Agency Construction.
3. Perform site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is anticipated that survey, staking, and layout will be accomplished by the contractor's forces. The CONSULTANT will accompany CITY, MoDOT and FHWA representatives on visits of the project site as requested.
4. The CONSULTANT assumes to provide 6 hours for project documentation setup, field services on the project for an average of 4 hours per day 5 days per week for 24 weeks of construction, provide 16 hours of field staff services following construction completion to finalize the required documentation and inspections, and 98 office staff hours for construction support, required submittal reviews and documentation, sub-consultant administration, and billings.
5. Check shop drawings and review schedules and drawings submitted by the Contractor.
6. Reject work not conforming to the project documents. Immediately bring to the attention of the CITY, failure by the Contractor to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence, which may be of interest to the CITY

as well as all situations incapable of disposition in the field. He/she will also be available to attend conferences for the disposition of such matters when so requested by the CITY.

7. Prepare change orders for issuance by the CITY as necessary and assure that proper approvals are made prior to work being performed.
8. Review payrolls, perform wage rate interviews, and other related items called for in the contract documents.
9. It is anticipated that Quality Control (QC) testing for materials will be performed by the Contractor. The CONSULTANT will review the Contractors material tests in accordance with the Off-Systems Guide Schedule for Federal-Aid Acceptance Sampling and Testing (FAST) table in the LPA Manual and review material certifications furnished by the Contractor. Quality Assurance (QA) samples and tests will be performed by the CONSULTANT.
10. SCI Engineering, Inc., a subconsultant to the CONSULTANT, will perform field and laboratory testing. See attached SCI, Engineering's construction materials testing scope.
11. Maintain progress diary and other project records, measure and document quantities, and review monthly estimates submitted by the Contractor for payments. Resolve quantity differences with the contractor and provide recommendation to the CITY regarding payment of the estimate.
12. Be present during critical construction operations, including but not limited to the following:
 - a. concrete delivery, placing, and finishing
 - b. asphalt placement
 - c. work affecting utilities
 - d. curb ramp and ADA facility forming
 - e. permeable pavement
 - f. wall construction (if any)
 - g. other major operations
13. Perform erosion control inspections following any runoff events and at a minimum once every 7 days. Document the erosion control inspections and inform the contractor of any deficiencies. Perform follow up inspections to ensure deficiencies are addressed promptly.
14. Participate in final inspection, provide the CITY with project documentation (diaries, test results, certifications, etc.).
15. Check and approve monthly pay requests from the Contractor and submit to the City for approval. The CITY will process pay requests and send to MoDOT for reimbursement.
16. Complete monthly construction progress reports to the CITY (if required).

EXCLUSIONS TO THE SCOPE OF SERVICES

- Surveying and Staking
- QC testing of materials



SCI ENGINEERING, INC.

EARTH • SCIENCE • SOLUTIONS

GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

January 24, 2025

John Scheibal
EFK Moen, LLC
15 Executive Drive Suite 230
Fairview Heights, Illinois 62208

RE: Construction Observation/Testing Services Proposal
Canton Avenue Improvements
University City, Missouri
SCI No. 2023-0216.00
Federal Project Number STP-5402(619)

Dear John Scheibal:

SCI Engineering, Inc. (SCI) is pleased to present our proposal to provide Construction Testing/Observation Services for the Canton Avenue Improvements Project in University City, Missouri.

PROJECT DESCRIPTION

Based on the plans prepared by EFK Moen, dated January 14, 2025, we understand the project will feature PCC sidewalk, and curb and driveway pavements. Additionally, the project will include full depth pavement reclamation and HMA overlay.

SCOPE AND FEE SCHEDULE

In accordance with your request, SCI has prepared a *Fee Schedule* to provide testing/observation services, which are anticipated to be required, during construction. This is based on a brief review of the plans and specifications prepared by EFK Moen. In addition, we made necessary assumptions regarding schedule, scope, time required on-site, and other items, in order to develop our *Fee Schedule*. Variables that will influence our costs include the contractor's production rate, the weather, and site conditions.

SCI proposes to invoice our services in accordance with the rates provided below, for each respective testing service requested. These rates are inclusive of labor, equipment, transportation, and standard reporting for each type of service. Please note that by requesting specific services each day, you agree to pay the fees associated with the requested visits in accordance with the rates as provided in the tables below.

Fee Schedule

Service Item	Rate (\$)
Project Initiation	1,000.00/lump sum
Pre-Activity Meetings	500.00/each
Density Testing – Up to 4 hours on-site ¹	650.00/day
Density Testing – Over 4, up to 8 hours on-site ¹	970.00/trip
Concrete Sampling and Testing – Up to 4 hours on-site ²	700.00/trip
Concrete Sampling and Testing – Over 4, up to 8 hours on-site ²	1,000.00/trip
4x8 Concrete Compression Cylinders (Tested or held)	22.00/cylinder
6x12 Concrete Compression Cylinders (Tested or held)	30.00/cylinder
Laboratory Testing – Proctors/Atterberg Limits	475.00/sample

1 - Includes equipment, on-site personnel, transportation, Project Management and review for compaction/density testing. Additionally, included is standard soil, aggregate and HMA density testing reporting.

2 - Includes equipment, on-site personnel, transportation, Project Manager review, and standard reporting for standard concrete testing, as well as pickup of compression test specimens cast the day following the placement, if applicable.

* A fuel surcharge of \$5.00/trip will be applied when the National Average Price for regular unleaded is above \$4.00/gallon and an additional \$5.00/trip will apply for each dollar over \$4.00/gallon thereafter.

** A premium of 10 percent of the applicable rate will apply to the above rates for any services performed on an overnight shift.

*** For services performed on weekends or holidays, our fee will be 1.4 times the rates above.

Additional Fees – If Needed	Fee (\$)
Additional Regular Technician Hours on-site/standby time	78.00/hour
Technician time in excess of 8 hours/day	117.00/hour
Mileage	0.80/mile
Project Manager for meetings, additional services, etc.	190.00/hour
Climate controlled curing box for initial curing of concrete specimens on-site. (Electric Service must be available)	950.00/month

Although not specifically requested at this time, SCI can also perform additional services, if desired. These services may include the following items listed below. Should any of the additional services be required, please contact us. We may provide you with a supplemental proposal, at that time.

- Conduct and document weekly and rain-event observations at the site, maintain and update on-site paperwork, and provide submittals as required by the Stormwater Pollution Prevention Plan and Land Disturbance Permit; and
- Scanning of existing concrete using Ground Penetrating Radar (GPR) to determine the location of conduits, rebar or other embedded items.

SCI personnel will make trips to the project site, as scheduled by your representative, to perform the requested testing/inspection services. As part of the construction team, SCI's on-site personnel will work with the contractor's personnel to perform the requested tests and inspections and provide verbal results as the tests and inspections are performed. Formal test reports are typically issued weekly, and concrete compression test reports are issued the day of the test.

We have assumed access to the areas requiring inspections or tests will be provided by the contractor, which includes use of lifts, ladders, scaffolding, etc. If SCI is required to provide equipment to access these areas, an additional fee of the rental cost, plus 15 percent will be charged.

An escalation rate of 5 percent of the fee or unit rates will apply for services of an ongoing project where our services are required more than a calendar year from the date of the proposal. An additional 5 percent escalation rate will apply to each calendar year thereafter.

AUTHORIZATION

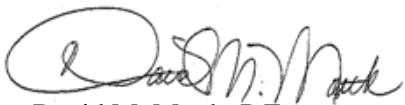
The fees included in this proposal will be honored if accepted within 30 days. We would be happy to provide an updated proposal, after 30 days, if needed.

To formally authorize the material testing services outlined in this proposal, please sign the *Acceptance of Proposal for Professional Services* form, and return one copy to our office. This sheet provides important information, regarding report distribution and invoicing. Please note that our payment terms are "net due upon receipt of invoice." Should your company's regular accounts payable process not be conducive to payment within these terms, please indicate in writing what your payment policy is, and we will make every attempt to invoice according to your system. Unless notified otherwise, SCI will assume that you understand our policy and plan to pay your account within our terms.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments, please contact David Marth; P.E. at (217) 318-1281 or email us at DMarth@sciengineering.com.

Respectfully,

SCI ENGINEERING, INC.



David M. Marth; P.E.
Senior Engineer

DMM/KTK/keh

Enclosures:

Acceptance of Proposal for Professional Services
General Terms and Conditions



SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Canton Avenue Improvements

Project Number: 2023-0216.00 / DMM, KTK Federal Project Number STP-5402(619)

Date: January 24, 2025

Fee: As detailed in the attached proposal

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Report Distribution (Note: Additional printed report copies after final submittal will be billed at \$25.00 each)

Company and Contact Name:	Address (Printed) or Email (Electronic):	No. Printed Reports
---------------------------	--	---------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.



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

NUMBER: <i>For City Clerk Use</i>	CA20250527-03
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SUBJECT/TITLE:

Millar Park Change Order - Update

PREPARED BY:

Brooke A. Sharp

DEPARTMENT / WARD

Parks - All

AGENDA SECTION:

Consent

CAN ITEM BE RESCHEDULED?

No

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

After consideration of new information, the City Manger recommends approval of the change order for Millar Park in the amount of \$38,884.00.

FISCAL IMPACT:

\$38,884.00

AMOUNT:

\$38,884.00

ACCOUNT No.:

14-50-90_8010

FROM FUND:

14 - Park and Storm Water Sales Tax

TO FUND:

14 - Park and Storm Water Sales Tax

EXPLANATION:

Change Order #1 in the amount of \$38,884 which will allow the contractor address drainage design changes due to site elevations. The previous agenda item incorrectly stated that the changes were required by MSD.

STAFF COMMENTS AND BACKGROUND INFORMATION:

At the April 28th Council meeting, you all approved this Change Order for Millar Park. It was stated that the changes were due to MSD requirements for the project. After approval, staff learned that this information was incorrect and that the changes were not required by MSD, but were due to site elevations. An email from the contractor is included for your review. Staff is requesting approval of the change order in the amount of \$38,884.

CIP No.

PR 25-002

RELATED ITEMS / ATTACHMENTS:

Email from Contractor
Change Order Information

LIST CITY COUNCIL GOALS (S):

Community Quality of Life and Amenities

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

05/7/2025

From: mike.munie@perfectplayfieldsandlinks.com
Sent: Monday, May 19, 2025 1:16 PM
To: 'Todd Strubhart'
Subject: FW: clarification on drainage co

Todd,

I need to communicate a misunderstanding I had passed along in the CO related to the drainage design change on the drainage system at millar park. There is still the need for the change order but the need is driven from site elevations not MSD. After further conversation with the engineering group, when I stated it was MSD driving the drainage design I was mistaking. It is the site that dictated how the engineer could most effectively accomplish the drainage.

U city had requested budgetary numbers to provide U City information related to the Grant. We clearly stated cost could change once the design gets done if the project moves forward. I was told U city would budget contingency funds should the design change from original concept.

At the time we provide the numbers we didn't have any of the engineer survey completed. As we stated in the budgetary proposal we had figured daylighting the pipe.

While the design we being worked on U city had asked to the extent reasonable please keep trees in mind as the plan is being developed.

As the survey was completed the engineer discovered that daylighting the drainage close to the field was not an option as the site elevations would not allow.

The site dictated that daylighting the drainage was not a viable cost-effective tree friendly option and the need for design change to tie into the existing drainage structure was necessary to successfully drain the site.

If you need me to reword the change order related to drainage, I would be happy to do that.

My hope is that this provides clarity, please don't hesitate to reach out with any questions.

Thank you,
Mike

March 13, 2025

Todd Strubhart
Deputy Director of Parks, Golf, Streets and
Forestry Maintenance
1015 Pennsylvania Avenue
University City, MO 63130



Change Order #1: Millar Park Baseball Field Project

Changes related to governmental requirements.

Todd,

As mentioned in our original proposal for the baseball field construction project at Millar Park, there were some elements we were not able to include at that time as we did not know what kind of governmental restrictions, regulations, or requirements there might be for the job. Following the permitting process, we now know those requirements and we are able to calculate the additional costs associated with meeting them.

MSD requires adjustments to the design of the drainage system including the addition of two substantial manhole structures, significant additional depth of excavation and rock for backfill, and tapping of an existing manhole. Perfect Play's proposal was based on utilizing the field slope to hold the trunkline at a consistent and minimal depth around the field, then exiting the field around the left field corner and daylighting the pipe down the hillside. The addition of the manhole structures requires significantly more depth of the trench/pipe, which necessitates additional rock for backfill of that depth.

We will need to add in silt control. We did not include silt control in the original bid as we did not know the extent of what might be required. Included in that pricing will be a concrete wash-out station.

MSD requires a modified-soil area (BMP) for drainage around the back of the new concrete to be installed. As discussed in our meeting on March 7, University City will provide the compost material for this process. Perfect Play will include the grading, distribution of compost, tilling, and final grading of that area.

Finally, Perfect Play will install plywood covered in 6" of CA6 rock for protection for the sidewalk/walking path. At this time, we are including only that portion of the road to the field from the street, and the remainder of that area will not receive rock. In a few preliminary passes of our trucks through that area, it appears that there may be a soft spot between the road and the sidewalk. If that area cannot support construction traffic as is, we will work with University City to determine the solution whether that be adding a rock road or changing the entry point.

Below are scopes and pricing for the additional portions:

Drainage Addition:

- Perfect Play will perform additional excavation needed for the manhole structures and the added depth needed for the pipe. We will utilize excavated soils onsite.
- Perfect Play will provide and install the two manholes to meet the requirements of MSD.
- Perfect Play will tap the existing manhole for pipe as shown in the construction drawings.
- Perfect Play will backfill with clean stone around manholes and in all trenches at the field and through the concrete area. We will backfill the sections of pipe outside of the field area with soil that will be compacted as it is filled.
- Perfect Play will oversee the disturbed areas off the field related to this work.

Additional Cost for Drainage Scope

\$26,479.00

Silt Control:

- Perfect Play will install silt protection according to the project drawings with the exception of the silt fence shown on the sides of the construction road/entrance. The sides of the road will instead be bordered with temporary fencing provided and installed by University City.
- Perfect Play will install protection around the existing manhole structures.

Additional Cost for Drainage Scope

\$3,300.00

BMP Area Behind Home Plate:

- Perfect Play will grade the BMP area and then install compost as indicated in the plans that will be provided by University City.
- Perfect Play will till the compost into the soil to approximately 6" deep to blend and amend the soil.
- Perfect Play will finish grade the area.
- Perfect Play will water in the BMP area to settle the amended soil.

Additional Cost for BMP

\$6,475.00

Protection of Sidewalk:

- Perfect Play will place plywood sheeting over the sidewalk within the construction road.
- Perfect Play will install and grade 6" of CA6 rock to create a protective bridge over the concrete.
- The structure will be removed upon completion.
- See Qualifier notes.

Additional Cost for Sidewalk Protection

\$2,630.00

CONFIDENTIAL

**This proposal contains proprietary information, methods, and scope exclusive to Perfect Play Fields and Links™. All information contained is the sole property of Perfect Play Fields and Links™, and is confidential. No one shall be permitted to use the information in this document without the express written consent of the President of Perfect Play Fields and Links™.*

Perfect Play Fields and Links Qualifiers:

- University City will be responsible for safety of the walking trails related to the public.
- All barricades, signs, or crowd control by University City.
- University City will provide and install all necessary temporary fencing including fencing along both sides of the entrance road.
- No additional rock for the ingress/egress road except for the rock needed for sidewalk protection. If the ground cannot support construction traffic, Perfect Play will work with University City to determine the solution and cost.
- No rumble plate/exit grid included at the curb. Based on the meeting on 3/7/25, University City will provide a street sweeper to maintain a clean condition on the streets.
- Perfect Play will tap into an existing manhole with the drainage as shown on the plan set. Perfect Play assumes that manhole is structurally sound and the subsequent drainage is adequate for handling the field drainage. If the manhole is structurally unsound, Perfect Play is not responsible for damage caused by normal tie-in practices.
- Perfect Play will utilize straw wattles around the existing manholes as silt protection.
- University City will provide compost for the BMP areas to meet the specifications provided by MSD.
- Concrete work on this project is not significant. Perfect Play will provide a means of providing wash out for concrete trucks, but will utilize a different method than shown in the plans.
- Rock clause from original proposal applies to additional excavation.

Thank you and please do not hesitate to contact us if you have any questions.



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

NUMBER: <i>For City Clerk Use</i>	CA20250527-04
---	----------------------

SUBJECT/TITLE:

Police Department purchase of a mobile surveillance trailer.

REQUESTED BY:

Chief Larry Hampton

DEPARTMENT / WARD

Police Department

AGENDA SECTION:

Consent

CAN ITEM BE RESCHEDULED?

No

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

The City Manager recommends approval.

FISCAL IMPACT:

This purchase for public safety will have no real fiscal impact as this was an approved CIP.

AMOUNT:

\$45,000

ACCOUNT No.:

#30-20-90-8200

FROM FUND:

CIP Mobile Rapid Deployment Cameras
#30-20-90-8200

TO FUND:

CIP Equip

EXPLANATION:

The Police Department is requesting the purchase of a mobile rapid deployment camera for public safety.

STAFF COMMENTS AND BACKGROUND INFORMATION:

Wireless CCTV, Technology One, and Tech Electronics quoted the department \$42,000 to \$45,000 for the purchase of a new mobile rapid deployment surveillance trailer to be used for special strategic operations here in University City, MO.

CIP No.

#30-20-90-8200

RELATED ITEMS / ATTACHMENTS:

Equipment quotes attached.

LIST CITY COUNCIL GOALS (S):

Support Public Safety
Improved Infrastructure

RESPECTFULLY SUBMITTED:

City Manager Gregory Rose

MEETING DATE:

5/27/2025

WIRELESS CCTV

Proposal for University City Police Department (MO) Purchase Proposal



Prepared for: **Larry Hampton**

Prepared by: **Kiiler Stephens**

Date: **Mar 12, 2025**

**851 International Parkway, Suite 140
Richardson, TX 75081**

Tel 469-799-2026

4. Price

WCCTV Surveillance Trailer Range:

Please note: The Surveillance Trailer will be delivered at dock height. A forklift will be required on-site to lower the trailer to ground level. It is the customer's responsibility to furnish the forklift. However, WCCTV can deliver the trailer with a forklift for an additional fee.

Product selection:

NON GSA		
Description	QTY	Item Price
101-8111 - Net Box Box includes LED and Switch	1	\$1,595.00

GSA Items		
Description	QTY	Item Price
500-0040 - 750W Trailer, 800amph battery, Tilting Drawbar, 4 Camera Bracket	1	\$25,182.46
600-0023 - WCCTV PTZ Dome, 4TB SSD, Net Box, Smart Switch, COA Plan, RV-55 Router, Remote Training, Heartbeat, 1 YR Warranty, Service, and Maintenance (Terms and conditions apply)	1	\$9,495.00
133-4027 - Secondary Multisensor Camera	1	\$3,408.94

Shipping and Installation (Setup)		\$2,500.00
TOTAL		\$42,181.40

*pricing excludes sales tax at the prevailing rate

Pricing based on GSA schedule 84 price list (contract number GS-07F-031DA)

1. Wireless CCTV – Experts in LTE Video Surveillance

Wireless CCTV LLC (WCCTV) is the market leader for wireless surveillance systems and is the first to have a video surveillance product available in US which is Verizon certified.

Every WCCTV product is truly portable and easy to install. Images can be viewed from a CCTV control room, or on the move from a laptop, iPhone, iPad or Android device.

Why WCCTV?

Benefits of working with WCCTV include:

- Products specifically engineered for cell networks
- 20 years' experience in mobile video surveillance
- Verizon LTE-certified
- Plug and play out of the box
- Full network and hardware support
- One point of contact for support service
- Dedicated support functions: reducing customer costs

All WCCTV units have the following standard features

- Verizon 4G Certified
- 4G LTE Capable
- Wi-Fi Capable
- Environmentally tested
- 110v or 12v Power Options (Shore Power or Solar)
- Edge Recording (up to 8Tbyte)
- Video Analytics*
- HeartBeat Diagnostics*

Wireless CCTV's Mini Dome systems provide the user with complete flexibility and portability. The WCCTV Mini Dome is available with a range of different cameras designed to suit all deployment and budgetary requirements. The systems can be deployed in any location and are ideal for rapid installation and temporary surveillance applications.

2. Solutions and Systems Overview

WCCTV Pole Camera Range

Wireless CCTV's Pole Camera Range provides the user with complete flexibility. The Range takes the standard WCCTV feature set and integrates a selection of industry leading PTZ camera options designed to suit all deployment and budgetary requirements.

The system can be deployed in any location and is ideal for rapid installation and temporary surveillance applications.

WCCTV 4G IR Mini Dome

WCCTV's 4G IR Mini Dome is a rapid deployment pole camera specifically designed for mobile video surveillance applications. The system delivers live and recorded high-definition images via 4G LTE networks.

Standard Features

4G LTE

Range 300ft Illumination

4TB HDD

Video Analytics

Universal Mount

Smart Switch

15ft Power Cord

Options

Up to 8TB HDD SSD

Up to 3 Additional Cameras

4G LTE Data-plans 300GB

Up to 3 Additional Cameras

Solar Trailer



WCCTV 4G Multi Sensor Dome

The WCCTV 4G Multi-Sensor Dome is a rapid deployment pole camera that provides multidirectional video surveillance utilizing 4G LTE video transmission.

Standard Features

4G LTE

360° IR Multi Sensor

4 Views From One Device

4TB HDD

Video Analytics

Universal Mount

Smart Switch

15ft Power Cord

Options

Up to 8TB HDD SSD

Up to 3 Additional Cameras

4G LTE Data-plans 300GB

Up to 3 Additional Cameras



WCCTV Surveillance Trailer Range:

The WCCTV Mini Dome Solar Trailer is an autonomously powered mobile video surveillance unit that can be rapidly installed at practically any location.

Standard Features

20ft Manual Mast

800AWP

Secure Battery Enclosure

4 Camera Bracket

Tilting Draw Bar

2 Camera Bracket set

110V Power Outlet

[6 minute install](#)

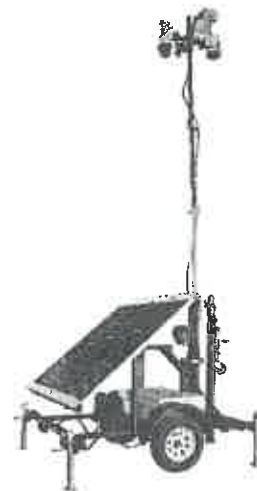
Options

750w & 1500w Solar Array

Fuel Cell Remote Recharge

Tilting Draw Bar

Voice Down Audio Warning System



WCCTV Secondary Cameras:

The WCCTV Pole Camera range offers the ability to add a secondary camera, whether this be a WCCTV 4G IR Mini Dome, 4G IR Mini Dome + or Multi-Sensor Dome.

4G IR Mini Dome



Multi Sensor Dome



3.WCCTV Service

Base Services

Every WCCTV Product comes complete with a Service Package.

The suggested solution includes a service plan with the services below:

Standard Features

Camera Warranty

Trailer Maintenance**

Video Analytics License

Onsite Install (Surveillance Trailers) *

Remote Install (Pole Cameras) *

Remote Training**

Heartbeat Diagnostics***

Smart Switch Management

Remote Tech Support

Remote Footage Retrieval****

Options

Data Plan options: 300GB, or COA Options 1 year, 3 years, and 5 years

Data Plan length: 1 year, 3 years, and 5 years

Renewal options length: 1 - 5 years

*Must be prebooked with WCCTV Service team minimum 48 hours' notice

**Must be prebooked with WCCTV Service team minimum 5 days' notice

***Client must request upload of device onto WCCTV Heartbeat / system must have SS device to qualify

****Maximum 1 Hour of footage download per month

Extended Service Plans

You may choose an extended service plan in addition to the Limited Warranty, which is subject to the ESA Terms (defined below)

Options

WCCTV Primary MiniDome ESA (With or Without Airtime): 1 year, 3 years, and 5 years

WCCTV Solar Trailer ESA: 1 year, 3 years and 5 years

*Pricing excludes sales tax at the prevailing rate.

March 27, 2025

Chief Larry Hampton
University City Police Department
6801 Delmar Blvd
University City, MO 63130

RE: Quote for ALPHA Surveillance Trailers

Dear Chief Hampton,

Thank you again for your interest in our **ALPHA Mobile Surveillance Trailers**. I've enclosed physical copies of the quotes you requested for **three units**, along with a brochure that outlines our full line of trailers and features.

As always, I'm available anytime to answer questions, adjust configurations, or assist your team with planning. I'm proud to offer **personal support before, during, and long after the sale** — and we'll be here to make sure you get the most out of your investment.

Please don't hesitate to reach out if I can be of further assistance.

Respectfully,



Chris Rhodes

Owner, Technology One, LLC
Cell-(573) 238-5210
chris@technology-one.com
www.technology-one.com

TECHNOLOGY ONE, LLC
16495 State Highway Ff
Marble Hill, MO 63764-5626
+15732382897
sales@technology-one.com

Estimate

ADDRESS

Chief Larry Hampton
University City Police
Department
6801 Delmar Blvd.
University City, MO 63130

ESTIMATE # 1094

DATE 03/26/2025

P.O. NUMBER

ALPHA OMNI

SALES REP

Chris Rhodes

PRODUCT/SERVICE	SKU	QTY	RATE	AMOUNT
ALPHA OMNI Mobile Surveillance Trailer (Reg. Price \$70,500)	ALPHAOMNI	1	65,000.00	65,000.00
30-day unlimited cloud storage	DATA	1	390.00	390.00
Unlimited Data Service	DATASERV	1	3.00	3.00
Optional Live Remote Guard Service	GUARD	1	390.00	390.00

Delivery included. Estimated delivery time for a single unit is about
two weeks For the ALPHA OMNI right now.

SUBTOTAL	65,783.00
TAX	0.00
TOTAL	\$65,783.00

Accepted By

Accepted Date

TECHNOLOGY ONE, LLC
16495 State Highway Ff
Marble Hill, MO 63764-5626
+15732382897
sales@technology-one.com

Estimate

ADDRESS

Chief Larry Hampton
University City Police
Department
6801 Delmar Blvd.
University City, MO 63130

ESTIMATE # 1092
DATE 03/26/2025

P.O. NUMBER

ALPHA

SALES REP

Chris Rhodes

PRODUCT/SERVICE	SKU	QTY	RATE	AMOUNT
ALPHA Mobile Surveillance Trailer (Reg. Price \$44,000)	ALPHA	1	38,500.00	38,500.00
30-day unlimited cloud storage	DATA	1	390.00	390.00
Unlimited Data Service	DATASERV	1	130.00	130.00
Optional Live Remote Guard Service (8hrs./day. 24hr. is available.	GUARD	1	390.00	390.00

Delivery is included. Estimated delivery time for a single unit ALPHA is about 1 week right now.

SUBTOTAL	39,410.00
TAX	0.00
TOTAL	\$39,410.00

Accepted By

Accepted Date

TECHNOLOGY ONE, LLC
16495 State Highway Ff
Marble Hill, MO 63764-5626
+15732382897
sales@technology-one.com

Estimate

ADDRESS

Chief Larry Hampton
University City Police
Department
6801 Delmar Blvd.
University City, MO 63130

ESTIMATE # 1093

DATE 03/26/2025

P.O. NUMBER

ALPHA Bravo

SALES REP

Chris Rhodes

PRODUCT/SERVICE	SKU	QTY	RATE	AMOUNT
ALPHA Bravo Mobile Surveillance Trailer. (Reg. Price \$40,000)	ALPHABRAVO	1	34,500.00	34,500.00
30-day unlimited cloud storage. Monthly	DATA	1	390.00	390.00
Unlimited Data Service. Monthly		1	130.00	130.00
Optional Remote Live Guard Service. 8hrs/day. 24 hr. is available.		1	390.00	390.00

Delivery included. The ALPHA Bravo is a new product. Estimated delivery time is about 4 weeks right now.

SUBTOTAL	35,410.00
TAX	0.00
TOTAL	\$35,410.00

Accepted By

Accepted Date



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

NUMBER: <i>For City Clerk Use</i>	CA20250527-05
---	----------------------

SUBJECT/TITLE:

Ameren Missouri Easement at 624 Kingsland

PREPARED BY:

John F. Mulligan Jr., City Attorney

DEPARTMENT / WARD

City Manager's Office

AGENDA SECTION:

Consent

CAN ITEM BE RESCHEDULED?

No

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

FISCAL IMPACT:

.

AMOUNT:

N/A

ACCOUNT No.:

N/A

FROM FUND:

N/A

TO FUND:

N/A

EXPLANATION:

STAFF COMMENTS AND BACKGROUND INFORMATION:

The owner of the apartment building at 608 Kingsland is upgrading the electric service. Ameren Missouri advised that to do so a 10-foot wide easement at 624 Kingsland (Municipal Lot 4) for underground primary (3ph) cable, conduit, and a padmount transformer that sits above ground is needed. The parking space in the requested easement area would no longer be available for such use.

CIP No.

RELATED ITEMS / ATTACHMENTS:

Attachment: Easement, including Exhibit "A"

LIST CITY COUNCIL GOALS (S):

RESPECTFULLY SUBMITTED:

City Manager, Gregoroy Rose

MEETING DATE:

May 27, 2025

REMS INFORMATION

Agreement ID: UEC-202502-56894

Project ID: 74754

EASEMENT

(Underground Electric)

624 Kingsland Ave.
St. Louis County
Archview-Geraldine District

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 20____, that **THE CITY OF UNIVERSITY CITY OF THE COUNTY OF ST. LOUIS, STATE OF MISSOURI**, 6801 Delmar Blvd., St. Louis, MO 63130, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100th Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**, a Missouri corporation, 1901 Chouteau Ave, MC700, St. Louis, MO 63103, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of, abandon or retire in place, and remove an electric line or lines and communication line or lines for internal operation usage, consisting of wires, cables, conduits, fixtures, appliances, and other appurtenances thereto, including above-ground transformers, cabinets, and pedestals (hereinafter individually and collectively "Facilities"), together with all rights and privileges for the exercise and enjoyment of the Easement rights and the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon and under the following described land in St. Louis County, State of Missouri, to-wit:

A ten foot (10') wide strip of land located in part of Block C, Lots 1 thru 3, Block F Lots 4 and 28 and Lots 1 thru 3, 5, and 27 and Block G Lots 1 thru 3 and Lot 4 and 5 of Delmar Gardens Subdivision, according to Plat Book 11 Page 42 of the Saint Louis County Records and as evidenced by a deed recorded in Deed Book 6475 Page 358 in the St. Louis County, Missouri Recorder's Office.

The strip of land where the Grantee's facilities shall be located hereunder ("Easement Strips") shall be ten feet (10') wide the centerline of which shall be the centerline of Grantee's facilities, as built. Said strip of land shall generally and as nearly as practicable

as shown illustrated on the drawing marked Exhibit A attached hereto and made a part thereof.

Locator No. 18H412554 (hereinafter "Easement Area").

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches, and other obstructions upon, over, and under the surface of said Easement Area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting, and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and (2) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

This Easement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

CITY OF UNIVERSITY CITY OF THE COUNTY OF ST. LOUIS, STATE OF MISSOURI

(Signature)_____

Print Name/Title_____

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

PRINT NAME/TITLE

PRINT NAME/TITLE

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	Title(s) of Officer(s): _____	Member(s)/Manager(s): _____	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below): _____
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

My Commission Expires

Notary Public

Prepared By: MARY D. KIMBROUGH

Return To: 1901 CHOUTEAU AVE., MC700, ST. LOUIS,
MO 63103

MDK
WR#: KB64451
Facility Name:
[location reference or coordinates]
05/15/2025

DELMAR BLVD

[illegible]

No extraordinary safety concerns found.



**Body Mechanics • Eyes on Path/Work • Line of Fire
Pre-Job Inspection • Proper Tool/Equipment**

Not To Scale





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

NUMBER: <i>For City Clerk Use</i>	CM20250527-01
---	----------------------

SUBJECT/TITLE:

City Manager General Updates

PREPARED BY:

DEPARTMENT / WARD

Administration - All

AGENDA SECTION:

City Manager's Report

CAN ITEM BE RESCHEDULED?

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

FISCAL IMPACT:

AMOUNT:

ACCOUNT No.:

FROM FUND:

TO FUND:

EXPLANATION:

General updates as provided by the City Manager.

STAFF COMMENTS AND BACKGROUND INFORMATION:

CIP No.

RELATED ITEMS / ATTACHMENTS:

LIST CITY COUNCIL GOALS (S):

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

May 27, 2025



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

NUMBER: <i>For City Clerk Use</i>	UB20250527-01
---	----------------------

SUBJECT/TITLE:

Final Plat / Minor Subdivision Approval to consolidate 801 Swarthmore Lane and 749 Swarthmore Lane

PREPARED BY:

John L. Wagner

DEPARTMENT / WARD

Planning and Development / Ward 1

AGENDA SECTION:

Unfinished Bus - Bill 9569

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:

This is a request to consolidate the existing lots at 801 Swarthmore Lane and 749 Swarthmore Lane into single residential lot, to be known as 801 Swarthmore Lane.

STAFF COMMENTS AND BACKGROUND INFORMATION:

Staff recommends approval of the minor subdivision request.

CIP No.

RELATED ITEMS / ATTACHMENTS:

Attached are the Plan Commission Transmittal Letter, Draft Ordinance, the Application for Minor Subdivision and the Final Plat.

LIST CITY COUNCIL GOALS (S):

Economic Development, Encouraging High Quality Growth

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

May 27, 2025



Plan Commission

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

April 23, 2025

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

RE: Minor Subdivision – Record Plat (SUB 25-01)

Dear Ms. Reese,

At its regular meeting on April 23, 2025, at 6:30 p.m. at the University City Community Center at 975 Pennsylvania Avenue, the Plan Commission considered the application of Gregory Bismarck & Sunali Wadehra for Final Plat Approval of a proposed minor subdivision/lot consolidation for 801 and 749 Swarthmore Lane.

By a vote of 6 to 0, the Plan Commission recommended approval of said minor subdivision.

Sincerely,

Charles Gascon

Charles Gascon, Chairperson
University City Plan Commission



STAFF REPORT
City Council

Meeting Date	May 12, 2025
File Number	SUB-25-01
Council District	1
Location	801 and 749 Swarthmore Lane
Applicant	Gregory Bismarck & Sunali Wadehra
Property Owner	Gregory Bismarck & Sunali Wadehra
Request	Approval of final plat to consolidate 801 and 749 Swarthmore into a single lot.

Comprehensive Plan Conformance:

☐ Yes ☐ No ☒ No reference

Staff Recommendation:

☒ Approval ☐ Approval with Conditions ☐ Denial

Attachments:

- A. Application
- B. Subdivision Plat

Applicant Request

The applicants' request is approval of a final plat to consolidate 801 Swarthmore and 749 Swarthmore into a single lot. The applicants' house is currently located at 801 Swarthmore and the final lot would keep the 801 address.

The application is subject to Chapter 400, Zoning Code, and Chapter 405, Subdivision and Land Development Regulations of the University City Municipal Code. The application is being reviewed as a Minor Subdivision because the proposal does not meet any of the characteristics of a Major Subdivision as described in §405.165(A) and is therefore only required to go through the Final Plat process.

Surrounding Land Use and Zoning

The subject properties are located on the West side of Swarthmore, between Swarthmore and Old Bonhomme Rd. The property is zoned Single Family Residential (SR). Surrounding properties are also zoned SR, and adjacent land uses to the north, south, east, and west consist only of single-family homes.

Analysis

The subject property is zoned Single Family Residential District (SR) and located in the Bretagne Subdivision. This subdivision does not have any unique dimensional regulations. The combined lot would have a width of approximately 175 feet. The combined lot would also meet all dimensional requirements of the Single-Family Residential zoning district.



Staff Recommendation

Staff recommends approval of the final plat to consolidate 801 and 749 Swarthmore Lane.

Plan Commission

The Plan Commission recommended approval of the proposed final plat to consolidate 801 and 749 Swarthmore into a single lot, as presented.

INTRODUCED BY: _____

DATE: May 12, 2025

BILL NO.: 9569

ORDINANCE NO.

AN ORDINANCE APPROVING A FINAL PLAT FOR A MINOR SUBDIVISION OF LAND AT 749 AND 801 SWARTHMORE LANE TO BE KNOWN AS "801 SWARTHMORE LANE."

WHEREAS, an application was submitted by Gregory Bismarck & Sunali Wadehra for the approval of a final subdivision plat for the minor subdivision of land at 749 and 801 Swarthmore Lane to be known as "801 Swarthmore Lane"; and

WHEREAS, at its meeting on April 23, 2025, the University City Plan Commission reviewed the final plat for the minor subdivision and determined that the final plat is in substantial compliance with the requirements of the University City Municipal Code and recommended to the City Council approval of the final plat; and

WHEREAS, the final plat for the minor subdivision application, including all required documents submitted therewith, is before the City Council for its consideration.

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

Section 1. Attached, marked "Exhibit A", and made a part hereof is a final subdivision plat for the minor subdivision of land at 749 and 801 Swarthmore Lane to be known as "801 Swarthmore Lane."

Section 2. It is hereby found and determined that the final plat for the minor subdivision is in full compliance with the University City Municipal Code, including Sections 405.380 and 405.390. Accordingly, the final plat for the minor subdivision marked "Exhibit A" is hereby approved.

Section 3. The City Clerk is hereby directed to endorse upon the final plat for the minor subdivision the approval of the City Council under the hand of the City Clerk and the seal of the City of University City.

Section 4. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED and ADOPTED this 27th day May, 2025.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

Exhibit A



Department of Planning & Development

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

University City MO 63130

APPLICATION FOR SUBDIVISION

25-001917

The application form must be completed and submitted along with the subdivision plat, letter of authorization (if applicable), fees, and other required attachments on or before the filing deadline. The filing deadline is generally twenty-eight (28) days prior to the Plan Commission meeting.

1. Application Type (Check each that apply):

- | | | |
|---|---|--|
| <input type="checkbox"/> Major Subdivision | <input type="checkbox"/> Boundary Adjustment | <input type="checkbox"/> Right-of-way Vacation |
| <input checked="" type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Preliminary Development Plan | <input type="checkbox"/> Plat Vacation |
| <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Final Development Plan | <input type="checkbox"/> Dwelling Unit Display |
| <input type="checkbox"/> Final Plat | | |

2. Attachments:

- ☐ (#) Folded paper copies of Plat
☐ Electronic copy
☐ Improvement Plans
☒ Other: submitted by Marler Surveying

3. Property Owner Name and Address:

Name:

Gregory Bismack & Sunali Wadhwani

Address:

801 Swarthmore Lane
University City, MO 63130

4. Authorized Agent (an authorization letter from the current property owner must be submitted if applicant is other than owner – not applicable to right-of-way vacation application):

Name:

Address:

5. Project Description (include a brief description of the project, including number of existing lots, number of lots proposed, total acreage, parcel identification, and/or any other applicable information).

Consolidate 801 Swarthmore: 749 Swarthmore Lane, into
a single lot with the address of 801 Swarthmore Lane.

The undersigned hereby makes application for a Subdivision and requests the authorization of the Plan Commission and City Council to proceed with the activities described in this application.

Date

3/31/25

Applicant's Signature and Title

Gregory Bismack

FOR OFFICE USE ONLY

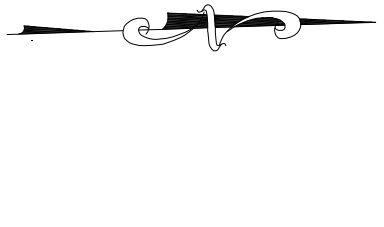
Date: _____ Application first received of _____

Application fee in the amount of \$ _____ Receipt # _____

Fee Calculation: \$200.00 Base Fee + _____ # of lots x \$35.00 = _____

Q:\WPOFFICE\PERMIT APPLICATIONS\ZONING BOARDS AND COMMISSIONS APPLICATIONS\PLAN COMMISSION\SUBDIVISION_APPLICATION.DOC

3/2024



C U R V E T A B L E		
CURVE	RADIUS	DELTA
C1	377.00	95.51
C2	1377.00	19.48
	24	164.53

THIS PLAT CONTAINS 31.148 SQ. FT. OR 0.72± ACRES.

- 1 inch = 20 ft.
BASIS OF BEARINGS:
PLAT BOOK 16 PAGE 38
O — DENOTES FOUND 1/2" IRON PIPE
X — DENOTES FOUND CROSS
⊠ — DENOTES FOUND CONCRETE MONUMENT

OWNER'S SCRIPT

WE, THE UNDERSIGNED, OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR STATEMENT HAVE CAUSED THE LOTS TO BE DIVIDED IN THE MANNER SHOWN HEREON, WHICH SHALL HEREAFTER BE KNOWN AS "BRITTANY WOOD AND BRETAGNE CONSOLIDATION".

ALL EXISTING EASEMENTS ARE SHOWN ON THIS PLAT.

GREGORY T. BISMACK _____ DATE _____

SUNALI WADEHRA _____ DATE _____

STATE OF _____ } S.S. _____
COUNTY _____ } _____

ON THIS _____ DAY OF _____, 2025, BEFORE ME PERSONALLY APPEARED, GREGORY T. BISMACK AND SUNALI WADEHRA, KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

LIEN HOLDER SCRIPT

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY DOCUMENT DATED 04/27/2024 #225 OF THE ST. LOUIS COUNTY LAND RECORDS JOINS IN AND APPROVES IN EVERY DETAIL THIS LOT SPLIT OF "BRITTANY WOOD AND BRETAGNE CONSOLIDATION".

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND AND AFFIXED OUR CORPORATE SEAL THIS _____ DAY OF _____, 2025.

BANK

(PRINTED NAME) _____ (SIGNATURE) _____

STATE OF MISSOURI)

ST. LOUIS COUNTY)

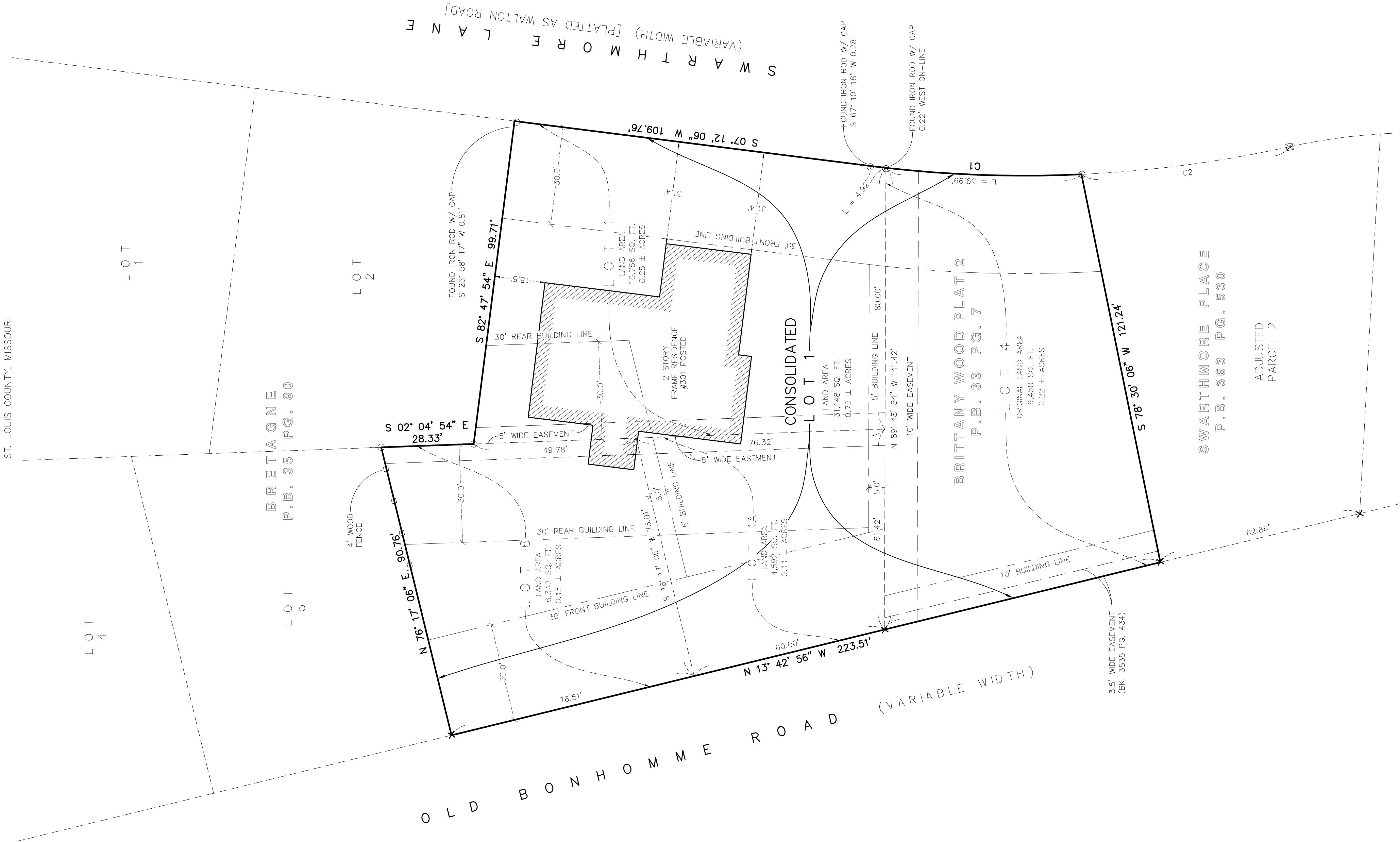
ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED _____ TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE _____ OF WELLS FARGO & CO. A CORPORATION OF THE STATE OF MISSOURI, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND _____ FURTHER ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

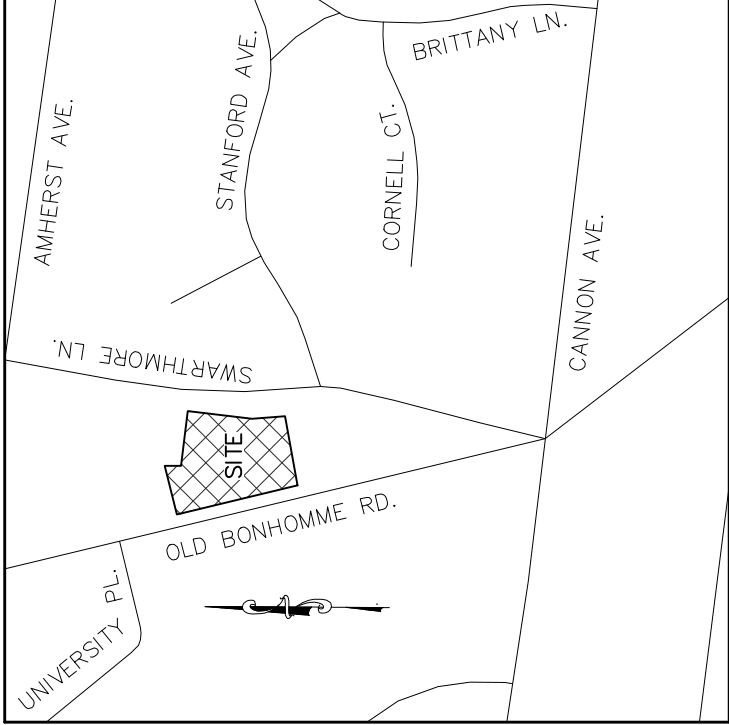
NOTARY PUBLIC

CONSOLIDATION PLAT
BRITTANY WOOD AND BRETAGNE CONSOLIDATION
A CONSOLIDATION PLAT OF LOT 4, 5 AND 6 IN BLOCK 8 OF UNIVERSITY HEIGHTS (P.B. 6 PG. 14-15)



VICINITY MAP

NOT TO SCALE



GENERAL NOTES

1. THE PROPERTY IS DESIGNATED BY ST. LOUIS COUNTY LOCATOR NUMBERS #18J60569 & #18J64092
2. THIS PLAT CONTAINS 31,148 SQ. FT. OR 0.72± ACRES.
3. THIS PLAT DOES NOT VACATE EXISTING EASEMENTS.
4. THERE ARE NO LIEN HOLDERS OF RECORD.
5. BUILDING LINES AND EASEMENTS DEPICTED HEREIN ARE BASED ON THE RECORD PLAT OF THE SUBJECT PROPERTY, UNLESS OTHERWISE NOTED.
6. A TITLE COMMITMENT WAS NOT PROVIDED TO THE LAND SURVEYOR AT THE TIME OF THIS SURVEY. THEREFORE, ALL EASEMENTS SHOWN ARE BASED ON AVAILABLE SOURCES, INCLUDING THE RECORD PLAT OF THE SUBJECT PROPERTY.

CITY SCRIPT

THIS IS TO CERTIFY THAT THIS CONSOLIDATION PLAT OF "BRITTANY WOOD AND BRETAGNE CONSOLIDATION", AS SHOWN HEREON, HAS BEEN APPROVED BY THE ZONING ADMINISTRATOR FOR THE CITY OF UNIVERSITY CITY, MISSOURI THIS _____ DAY OF _____, 2025 PER SECTION 405.680 OF THE UNIVERSITY CITY SUBDIVISION REGULATIONS AND THEREBY AUTHORIZES THE RECORDING OF THIS CONSOLIDATION PLAT WITH THE CITY OF ST. LOUIS COUNTY RECORDER OF DEEDS.

LARETTE REESE, CITY CLERK
CITY OF UNIVERSITY CITY, MISSOURI

JOHN L. WAGNER
ZONING ADMINISTRATOR

SURVEYOR'S STATEMENT

THIS IS TO CERTIFY AT THE REQUEST OF GREGORY T. BISMACK AND SUNALI WADEHRA, WE HAVE DURING THE MONTH OF MARCH 2025, PERFORMED A BOUNDARY RESURVEY AND LOCATION OF IMPROVEMENTS AND EASEMENTS ON LOT 4 IN BLOCK 4 OF BRITTANY WOOD PLAT 2, A SUBDIVISION RECORDED IN PLAT BOOK 33 PAGE 7, AND ALSO, ON LOTS 1, 1A AND 6 OF BRETAGNE, A SUBDIVISION RECORDED IN PLAT BOOK 35 PAGE 80, ALL OF WHICH ARE LOCATED IN THE ST. LOUIS COUNTY LAND RECORDS OFFICE IN CLAYTON, MISSOURI, AND CAUSED THE SAME TO BE CONSOLIDATED IN THE MANNER SHOWN HEREON AND SHALL BE KNOWN AS "BRITTANY WOOD AND BRETAGNE CONSOLIDATION" AND THE RESULTS ARE REPRESENTED ON THIS DRAWING. THAT THE SAID SURVEY WAS EXECUTED IN COMPLIANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY SURVEYING AND THE SURVEYOR'S OATH AND ETHICS. I AM A LICENSED SURVEYOR AND A MEMBER OF THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS CHAPTER 16 (20 CSR 203.0-16.030), (20 CSR 203.0-16.040), AND (20 CSR 203.0-16.060), EFFECTIVE 12/30/94, AND LAST REVISED JUNE 30, 2022. (URBAN CLASS PROPERTY)

IN WITNESS WHEREOF, I HAVE SIGNED AND SEALED THE FOREGOING THIS _____ DAY OF _____, 2025.
MARLER SURVEYING COMPANY INC.
MISSOURI CORP. NO. L.S. -347-D

By: _____
STATE OF MISSOURI } MARTY L. MARLER
SAINT LOUIS CITY } MISSOURI P.L.S. 2501

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MARTY L. MARLER, KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

PROJECT NAME: BRITTANY WOOD AND BRETAGNE CONSOLIDATION SHEET 1 OF 1
ADDRESS: 749 & 801 SWARTHMORE LANE, SAINT LOUIS, MISSOURI 63130

DATE: 03/21/2025	REVISION DATES
SCALE: 1" = 20'	
DRAWN BY: D.L.E.	
DEPUTY: L.Q./R.E.	
CHECKED BY: M.L.M.	
DWG. No.: 2503-005	

MARLER
SURVEYING COMPANY, INC.

11402 GRAVIOIS RD., STE. 200, ST. LOUIS, MO 63126 (314) 729-1001 PH. (314) 729-1044 FAX
11402 EAST SPRINGFIELD ROAD, SUITE 200, ST. LOUIS, MO 63126 PH. (314) 860-8606 FAX
email: marler@marlersurveying.net



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

NUMBER: <i>For City Clerk Use</i>	UB20250527-02
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SUBJECT/TITLE:

AN ORDINANCE AMENDING CERTAIN DOCUMENTS APPROVED BY ORDINANCE NO. 7351 RELATING TO AN INDUSTRIAL DEVELOPMENT PROJECT FOR 711 KINGSLAND AVENUE.

PREPARED BY:

John Mulligan Jr.

DEPARTMENT / WARD

City Attorney

AGENDA SECTION:

Unfinished Bus - Bill 9570

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:

May 28, 2024, the City Council passed Ordinance No. 7351 approving a plan for an industrial development project and a \$21,000,000 maximum principal amount industrial revenue bond transaction pursuant to Chapter 100, RSMo. to facilitate real property tax abatement (consisting of 10 years of 75% abatement and an additional 5 years of 25% abatement) for the proposed 108-room hotel to be developed at 711 Kingsland Avenue (the "Project"). The Project has experienced cost increases and delays

STAFF COMMENTS AND BACKGROUND INFORMATION:

See Attached Staff Memo

CIP No.

RELATED ITEMS / ATTACHMENTS:

Staff Memo. Bill 9570

LIST CITY COUNCIL GOALS (S):

Economic Development, Encouraging High Quality Growth

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

May 27, 2025

AGENDA ITEM – STAFF REPORT

MEETING DATE: May 12, 2025

DEPARTMENT: City Manager's Office

AGENDA ITEM TITLE: Tru Hotel (711 Kingsland) Industrial Development Project

AN ORDINANCE AMENDING CERTAIN DOCUMENTS APPROVED BY ORDINANCE NO. 7351
RELATING TO AN INDUSTRIAL DEVELOPMENT PROJECT FOR 711 KINGSLAND AVENUE.

ADDITIONAL BACKGROUND INFORMATION:

On May 28, 2024, the City Council passed Ordinance No. 7351 approving a plan for an industrial development project and a \$21,000,000 maximum principal amount industrial revenue bond transaction pursuant to Chapter 100, RSMo. to facilitate real property tax abatement (consisting of 10 years of 75% abatement and an additional 5 years of 25% abatement) for the proposed 108-room hotel to be developed at 711 Kingsland Avenue (the "Project"). The Project has experienced cost increases and delays. Some of the delays are attributable to the unexpected passing of a key member of the development team. The Project is now ready to proceed; however, amendments to the bonds and bond documents approved by Ordinance No. 7351 are needed, including, without limitation, changing the maximum principal amount of the bonds from \$21,000,000 to \$26,000,000 and changing the Project's completion date from December 31, 2025 to December 31, 2026. Tri Star Properties has also created a new entity, Loop Lodging Owner, LLC, to develop the Project. If the amendments to the bonds and bond documents are approved, the developer anticipates closing on its construction loan in June, with construction to begin shortly thereafter.

No changes to amount of tax abatement or the structure of the industrial revenue bond transaction have been requested. The industrial revenue bond transaction is structured by titling the real property in the name of the City (making it tax-exempt) and leasing it back to the developer during the tax-abatement period. During the tax-abatement period, the developer makes payments in lieu of taxes ("PILOTs") to achieve the desired net effective level of tax abatement (for example, to achieve 75% tax abatement, the developer makes PILOTs equal to 25% of the real property taxes that would have been due, but for the City's ownership of the Project). Upon expiration of the tax abatement period, title to the Project is transferred back to the developer and the Project becomes subject to full taxation.

Additionally, by passage of Ordinance No. 7350, the City Council also created the 711 and 717 Kingsland Community Improvement District (the "CID") in connection with the Project. The CID will impose a 1.0% sales and use tax on the hotel and use the proceeds of its tax to reimburse the developer for certain site work, utility work and public infrastructure associated with the Project. No changes to the CID or Ordinance No. 7350 have been requested by the developer.

INTRODUCED BY: _____

DATE: May 12, 2025

BILL NO. 9570

ORDINANCE NO.

**AN ORDINANCE AMENDING CERTAIN DOCUMENTS APPROVED BY
ORDINANCE NO. 7351 RELATING TO AN INDUSTRIAL DEVELOPMENT
PROJECT FOR 711 KINGSLAND AVENUE.**

WHEREAS, the City of University City, Missouri (the “City”), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (collectively, the “Act”), and the City Charter to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable; and

WHEREAS, in accordance with the Act, on May 28, 2024, the City Council approved Ordinance No. 7351, which approved a Plan for an Industrial Development Project for 711 Kingsland Avenue (the “Original Plan”), authorized the issuance of the taxable industrial revenue bonds described in the Original Plan (the “Bonds”), and approved the forms of a Trust Indenture (the “Indenture”), Base Lease, Special Warranty Deed, Lease Agreement (the “Lease”), Bond Purchase Agreement and Development Agreement (collectively, the “Bond Documents”); and

WHEREAS, the Original Plan contemplates the development of an approximately 108-room Tru by Hilton hotel at 711 Kingsland Avenue in the City (the “Project”) by an affiliate of TriStar Real Estate, LLC and the availability of real property tax abatement and sales tax exemption incentives for the Project; and

WHEREAS, the estimated cost of completing the Project now exceeds the maximum amount of Bonds authorized by the Original Plan and the Bond Documents (accordingly, the Bonds have not yet been issued nor have the Bond Documents been executed); and

WHEREAS, the City wishes to approve the First Amendment to Plan for Industrial Development for 711 Kingsland Avenue attached hereto as **Exhibit A** (the “Plan Amendment”) and the amend the forms of the Bonds and the Bond Documents prior to their respective execution, as described herein, to accommodate the increased costs of completing Project and make other changes necessary or desirable in connection with the financing of the Project; and

WHEREAS, notice of the Plan Amendment has been provided to the taxing districts in accordance with the Act; and

WHEREAS, the City Council further finds and determines that it is necessary and desirable in connection with the implementation of the Project to amend the Original Plan, the Bonds and the Bond Documents and take certain other actions as herein provided.

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

Section 1. Approval of the Plan Amendment. The City Council hereby approves the Plan attached as **Exhibit A** hereto.

Section 2. Amendments to Bonds and Bond Documents. The Bonds and Bond Documents authorized by Ordinance No. 7351 are hereby deemed amended to conform to the Plan Amendment. Accordingly, the Bonds and the Bond Documents, as executed by the officials of the City, shall, without limitation, include the following revisions:

(a) the name of the “Company” set forth in the Bond Documents is changed from Delmar Harvard LLC to Loop Lodging Owner, LLC;

(b) the maximum principal amount of the Bonds and maximum amount of project costs to be paid from the Bonds is increased from \$21,000,000 to \$26,000,000; and

(c) the latest allowable “Completion Date” shall be changed from December 31, 2025 to December 31, 2026, except as provided in Section 4.5 of the Lease (which shall allow for an “Excusable Delay” until December 31, 2027;

(d) the latest expiration of the term of the Lease shall be changed from December 31, 2041 to December 31, 2042;

(e) the latest maturity of the Bonds shall be changed from December 1, 2041 to December 1, 2042; and

(f) the designation of the series of the Bonds shall be changed from “Series 2024” to “Series 2025.”

Section 3. Execution of the Bonds and the Bond Documents. The City Manager is hereby authorized to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture, as amended by this Ordinance. The City Manager is hereby authorized to execute the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of Ordinance No. 7351 and this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of Ordinance No. 7351 and this Ordinance.

Section 4. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones, and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED and ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

(Seal)

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

EXHIBIT A

FIRST AMENDMENT TO
PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

(On file in the office of the City Clerk)

**FIRST AMENDMENT TO
PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
FOR
711 KINGSLAND AVENUE
UNIVERSITY CITY, MISSOURI**

The Plan for an Industrial Development Project for 711 Kingsland Avenue, as approved by Ordinance No. 7351 (the “Original Plan”), is hereby amended as follows:

1. The name of the Company is changed from Delmar Harvard LLC to Loop Lodging Owner, LLC. Both Delmar Harvard LLC and Loop Lodging Owner, LLC are affiliates of TriStar Real Estate, LLC.
2. The maximum principal amount of taxable industrial revenue bonds is increased from \$21,000,000 to \$26,000,000 in light of increasing construction costs. The expected cost of acquiring the Project Site and completing the Project Improvements, including contingencies, is now approximately \$26,000,000.
3. The expected first year of tax abatement is changed from 2026 to 2027.
4. The Original Plan references the 2023 assessed value of the Project Site (\$321,790). The 2024 assessed value of the Project Site was \$256,190 and the preliminary 2025 assessed value for the Project Site is \$320,260.

The remainder of the Original Plan, including, without limitation, the description of the proposed project and the projections contained in the Tax Benefit Analysis, still materially reflect the proposed Project. A copy of the Original Plan is attached hereto.

* * *



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

NUMBER: <i>For City Clerk Use</i>	NB20250527-01
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SUBJECT/TITLE:

Ordinance Terminating Commission for Access and Local Origination Programming (CALOP)

PREPARED BY:

John F. Mulligan Jr., City Attorney

DEPARTMENT / WARD

City Manager's Office

AGENDA SECTION:

Consent

CAN ITEM BE RESCHEDULED?

No

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends approval.

FISCAL IMPACT:**AMOUNT:**

N/A

ACCOUNT No.:

N/A

FROM FUND:

N/A

TO FUND:

N/A

EXPLANATION:

The Commission for Access and Local Origination Programming (CALOP) was established by Ordinance No. 5284 on May 6, 1981. CALOP's duty and responsibility has been "to study the educational and cultural programming needs of University City and to encourage the development of programs to meet those needs." Municipal Code Section 120.760. CALOP awarded grants, using funds received from incumbent cable television companies pursuant to franchise agreements with University City and appropriated by the City Council to CALOP. Municipal Code Section 120.780.

STAFF COMMENTS AND BACKGROUND INFORMATION:

In 2007, the Missouri General Assembly passed the Video Service Providers Act, which provided that the obligation of an incumbent cable television company to make such franchise payments for public, educational or government (PEG) use terminated no later than January 1, 2012. See Section 67.2703.8(1) RSMo. As a result, University City stopped receiving funds for CALOP in 2012, and there has not been a dedicated funding source for CALOP since then. CALOP has not met since June 22, 2022 and there is a \$154,215 balance in the account containing the funds received from incumbent cable television companies.

This Bill terminates CALOP and authorizes the City Council to appropriate the remaining funds in the account for educational and programming needs of University City or any other lawful purpose.

CIP No.**RELATED ITEMS / ATTACHMENTS:**

Bill No, 9571

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

City Manager, Gregory Rose

MEETING DATE:

May 27, 2025

INTRODUCED BY:

DATE: May 27, 2025

BILL NO. 9571

ORDINANCE NO.

AN ORDINANCE REPEALING SECTIONS 120.140, 120.750, 120.760, 120.770, 120.780, 120.790, 120.800, 120.810 AND 120.820 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO THE COMMISSION FOR ACCESS AND LOCAL ORIGINATION PROGRAMMING (CALOP), AND TERMINATING CALOP.

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

Section 1. Sections 120.140, 120.750, 120.760, 120.770, 120.780, 120.790, 120.800, 120.810 and 120.820 of the University City Municipal Code, relating to the Commission for Access and Local Origination Programming (CALOP), are hereby repealed and CALOP is terminated.

Section 2. Ordinance Nos. 5284, 6603, 6613 and 7021, codified in said Sections of the University City Municipal Code, are hereby repealed.

Section 3. Any funds received by University City to support CALOP that have not been appropriated by the City Council may be appropriated by it for educational and programming needs of University City or any other lawful purpose.

Section 4. This Ordinance shall take effect and be in force after its passage as provided by law.

PASSED and ADOPTED this 9th day of June, 2025.

Mayor

ATTEST:

City Clerk

CERTIFIED TO BE CORRECT AS TO FORM:

City Attorney