



MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
May 14, 2018
6:30 p.m.

- A. MEETING CALLED TO ORDER**
- B. ROLL CALL**
- C. APPROVAL OF AGENDA**
- D. PROCLAMATIONS**
- E. APPROVAL OF MINUTES**
 - 1. April 23, Regular session minutes
 - 2. April 26, Study session minutes
- F. APPOINTMENTS to BOARDS & COMMISSIONS**
 - 1. Christine Mackey-Ross is appointed to the Historic Preservation Commission as a **fill in** replacing Mark Chritchfield's remaining term by Councilmember Carr.
- G. SWEARING IN to BOARDS & COMMISSIONS**
- H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**
- I. PUBLIC HEARINGS**
- J. CONSENT AGENDA – Vote Required**
 - 1. Asphalt Overlay Improvements
- K. CITY MANAGER'S REPORT**
 - 1. Liquor License – Elmo's Love Lounge
VOTE REQUIRED
 - 2. Loan – Parking Garage, Golf Course, Public Safety
(VOTE REQUIRED)
 - 3. Tech Electronic Services Contract
(VOTE REQUIRED)
 - 4. Midland/Olive Blvd – RFP
(DISCUSSION/ACTION)
 - 5. Organizational Structure
(DISCUSSION)
- L. UNFINISHED BUSINESS**

BILLS

M. NEW BUSINESS

RESOLUTIONS

BILLS

N. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
3. Boards, Commissions and Task Force minutes
4. Other Discussions/Business
 - a) **Mayor Pro tem**
Requested by Councilmembers Smotherson and Clay
DISCUSSION AND VOTE
 - b) **Midland/Olive** – Sculptures and House (demolish)
Requested by Councilmembers Smotherson and Clay
DISCUSSION AND VOTE

O. CITIZEN PARTICIPATION (continued if needed)

P. COUNCIL COMMENTS

Q. ADJOURNMENT

MEETING OF THE CITY COUNCIL – Part 1
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
April 23, 2018
6:30 p.m.

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on the fifth floor of City Hall, on Monday, April 23, 2018, Mayor Shelley Welsch called the meeting to order at 6:30 p.m.

B. ROLL CALL

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

Councilmember Rod Jennings
Councilmember Paulette Carr
Councilmember Steven McMahon
Councilmember Terry Crow
Councilmember Michael Glickert
Councilmember Bwayne Smotherson

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

C. APPROVAL OF AGENDA

Hearing no amendments, Councilmember Glickert moved to approve the agenda as presented. It was seconded by Councilmember Jennings and the motion carried unanimously.

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. April 9, 2018, Regular Session minutes were moved by Councilmember Carr, it was seconded by Councilmember Crow and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS & COMMISSIONS

G. SWEARING IN TO BOARDS & COMMISSIONS

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Don Fitz, 720 Harvard, University City, MO

Mr. Fitz stated that he would urge the new City Council to amend the City Charter with a brief statement as follows: that the right of public comment period is the citizen's right and that it should be submitted to the voters for approval in the next election. He stated there is an attack on civil rights all over the country. He stated that he read an article a few weeks ago, whereby a his friend was arrested for trying to address the community college school board after they passed a rule that eliminated public comments from their meetings. Some might think that the treat of our democracy in University City is over with the swearing in of the new Council.

Mr. Fitz stated he believes the treat is never really over and we guarantee our rights much more so if we put it in the City Charter rather than making it the whim of the City Council. The new Council will not be around twenty years from now. It is extremely unlikely that residents would every give up their right to speak before the Council but it is very possible that a further City Council could take that right away from the residents. Therefore he is asking Council to amend the Charter; it would not take much to make this happen. He would be happy to serve on a committee to look at how other cities have the wording in their Charter. It could then be submitted to the voters at the next election.

Pat Dolan, 1259 Ballwin, Richmond Heights, MO

Mr. Dolan thanked Mayor Welsch. He stated that he represents the Fifth District of the St. Louis County Council; which includes the majority of U City. Mr. Dolan thanked Councilmen Glickert and the Mayor for their service. He stated that it was always a pleasure and a privilege to work together over the years. He stated he wanted to express his appreciation and thanks to the Mayor and Councilmembers Jennings and Glickert for your service and everything that you've done for University City. He wished the new Mayor and Council good luck and congratulations and stated that he is looking forward to working with everyone.

I. PUBLIC HEARINGS

J. CONSENT AGENDA – Vote Required

K. CITY MANAGER'S REPORT

L. UNFINISHED BUSINESS
BILLS

M. NEW BUSINESS

RESOLUTIONS

Introduced by Councilmember Carr

1. **Resolution 2018-6** – Certified election results from the April 3, 2018, Municipal Election. It was seconded by Councilmember Smotherson.

Voice vote Councilmember Carr's motion carried unanimously.

BILLS

N. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed

Mayor Welsch announced the appointments that were needed.

2. Council liaison reports on Boards and Commissions
3. Boards, Commissions, and Task Force minutes
4. Other Discussions/Business

O. CITIZEN COMMNETS

P. COUNCIL COMMNETS

Mayor Welsch asked Councilmember Jennings to come forth to receive a token of appreciation. *"On behalf of the people of University City, I would like to thank Rod Jennings; who has served on this Council for four years representing Ward Three. Rod's enthusiasm and energy have benefited our community.*

I've seen Rod at dozens of meetings and probably every single community service day event since he came on board and before. I know his commitment to community, that enthusiasm, his true concern for his fellow man and woman will serve him well in his new job running a violence de-escalation center in St. Louis County. Thank you for all your hard work, Rod, we wish you the best"

"Michael Glickert has served on this Council for twelve years in the Ward Two seat that I vacated back in 2006; continuing a Glickert family tradition of public service. Despite a brutal travel schedule; Mike made commitment to his constituents to be back home for these meetings, and has been faithful to that promise. He's attended countless neighborhood events and meetings with constituents, and has always, I think, been welcoming and sympathetic easing away any nervousness of those who have come to him for help. He's been a steady presence on this Council, I think, very rarely showing frustration in our meetings, conversations and discussions. Mike grew up in the University City and always tried to ensure that the U City of today provides the youth of today with the opportunities he had with what, I believe, an idyllic childhood. I think it fitting that he has focused time in his final months on the Council in working with community volunteers, the City and the School District to organize a community athletic program similar to that which he experienced as a child. And that prepared him for a career in college baseball. Thank you for all you have done Mike, we wish you the best.

Councilmember Crow stated that there was a representative from the office of State Representative Joe Adams to present Mayor Welsch with a Resolution.

Ms. Jasmin Williams stated that she was here on behalf of Representative Joe Adams to present a resolution to Ms. Shelley Welsch. *"Whereas, the members of the Missouri House of Representatives proudly pause to recognize the Honorable Shelley Welsch, an esteemed resident of University City, Missouri, who will step down as Mayor of the City of University City on April 23, 2018, after eight years of exceptional service and dedication."*

Councilmember Crow stated he has the privilege and honor of thanking Mayor Shelley Welsch for her service to our community. Last week he attended the Ministerial Alliance; the meeting was partially to thank and say goodbye to Shelley and partial to see if the meetings would continue; we succeeded on all fronts. Shelley was the spearhead for getting the group together. The Ministerial Alliance is a group religious leaders' in our community who get together on a quarterly basis to discuss issues and to work on services projects to benefit our residents. Their primary focus has been working on rehab projects for the elderly. He was personally touched by the sentiments and thanks that faith leaders gave to Ms. Welsch. Not only for starting for the Ministerial Alliance but also for her service to our community.

Before Shelley became Mayor, and maybe even before she became a Councilmember; she conceived of the Returning Artist Program in 1994.

This program allows the Alumni of University City Public Schools who have achieved success over the years in the Arts; return to share their talents and experiences with students and the community. This series continues today to encourage interest in the arts as careers, spurs the development for artistic development and supports the arts education curriculum in our schools. In 1996, Ms. Welsch was one of the first recognize the potential of old Kaufman, which is now the Green Center. The Green Center is a nature education center that recently celebrated its 20th year anniversary. The house was purchased by the City in 1972, but not vacated by the Green family until 1996. While on the City's Commission on Arts and Letters, Ms. Welsch pushed for its renovation and use as community culture center and work tirelessly to establish the non-profit organization to manage the properties. Democracy is based on people of talent giving back to their community and sharing. Anytime you do that on a municipal level, it has to be one of the toughest jobs around. You see your constituents daily and sometimes hourly and when you serve the public you are truly dedicated to your community. You have been dedicated to this community for twenty to thirty years. On behalf of the citizens of University City and the members of this Council; we appreciate your dedication to this community and your always trying to make it a better place to live. Thank you.

Mayor Welsch thanked Mr. Crow and everyone in the audience. She stated there was an additional request for citizen comments.

Citizen Comment:

Raheem Adegboye, 7629 Canton, University City, MO

Mr. Adegboye stated that it was a beautiful day and that he was grateful to be present and in good health. He thanked Mayor Shelley Welsch for doing a tremendous job and for the sacrifices she has made for this community and making it a better place to live. On behalf of his family, his neighbors and his block unit, we thank you for everything including the Ministerial Alliance. He prays that your retirement will be blessed and that you stay healthy and successful.

He congratulated Mr. Crow, the new leader of University City. He stated the election was very easy; there was no contest. He guarantees the day to day activities will not be that easy; as the leader you will face a lot of challenges. It is very important to recognize the people of University; they are your friends and supporters. Where there may have been difficulties in the past, it is time to bring the City together, to embrace diversity and inclusion so the City can work together and grow. God bless you and your family.

Q. ADJOURN SINE DIE

Councilmember Carr made a motion to adjourn sine die, and it was seconded by Councilmember Jennings

Voice vote on the motion carried unanimously.

Mayor Welsch thanked everyone for their attendance and wished the new Mayor and Council good luck and adjourned the City Council meeting sine die at 6:47 p.m.

Swearing in Ceremony

The Oath of Office was administered by the City Clerk to Councilmembers Elect Steve McMahon; Ward One, Tim Cusick; Ward Two and Stacy Clay; Ward Three.

The Honorable Judge Lawrence Mooney, Missouri Court of Appeals, stated that he was honored to swear in the new Mayor and that its particular special because he is the son of the former Mayor Joseph Mooney.

The Honorable Judge Lawrence Mooney administered the Oath of Office to Mayor Elect Terry Crow.

Mayor Crow thanked everyone. "I am humbled and honored to serve as the Mayor of University City and I am so touched and overwhelmed to have so many friends and supporters come this evening to join us. As much as anything I really do want thank my good friend Larry for coming over and making that long trip over to swear me in. It is always good to see a University City boy who does well. Larry and his husband Jim have been friends of mine for a long time and to have his father looking down upon us is actually pretty good. Thank you again.

Over the past weeks and months actually, we have seen democracy in action across our Country. We have seen teachers in West Virginia, Arizona and in Oklahoma protesting in the streets and in the State Capitols for more funding for their children. We have also seen students who have protested nationwide for safer schools. In many cases the younger protesters have come with the phrase, which has sort of become the rallying cry; which is "this is what democracy looks like". To all those in the room, please look to your right and to your left and behind you; in our community this is what democracy looks like. You have shown that every person has a voice, every voice has a right be heard and that every person in this community makes a difference.

About 160 years ago, we're going back a few years; Abraham Lincoln was his way to make the Gettysburg address. He was the train, one of the darkest periods of our Country's history; he was going to honor the fallen at Gettysburg, one of the bloodiest battles in the history of the Country. As he was on his way, he was talking about the rebirth of the nation. He kept coming back to the democracy that we have. He said "we are a government that is of the people, by the people and for the people". We can never ever lose sight of that. We are here tonight because of each of you. I want to take just a brief personal moment to thank all of you, but also to thank my brother and sister and brother-in-law; who are here on the front row and of course my wonderful children William and Grace; who are here as well. No one was happier that I ran unopposed than those kids because there was no door knocking going on.

As protocol goes this evening; we have a very brief business meeting that will come right after my remarks. At the conclusion we will have a reception in the back. There will be plenty for you to drink and eat. The food has been prepared by our friends who are Syrian refugees. Many of the houses of worship in University City have used them for their events and the food absolutely fantastic. This is good opportunity for you meet them, take their business cards and help us to help them assimilate more into our country and let them know they are welcomed.

Also during the reception, particularly those of you who live in University City, please take a moment to introduce yourself to our new City Manager, Gregory Rose and our new City Clerk, LaRette Reese. We are delighted to have them and it is incumbent upon us to make they fell welcomed and know that we appreciate the service that they give to their community. There is an old friend in the room, and I want to thank him. When we had a change in the Council a while ago, we have faster pace change in City management than we thought. We had to move quickly and we ask someone if they would step up. I called and said this is one those times when your community needs you more than you need them, I asked if the opportunity came to be would you help out. Our friend Charles Adams literally stepped up without any hesitation. Charles Adams has served the people of this city as a Police Officer, a Police Chief and an Interim City Manager for a total of over forty three years...that is public service; thank you Charles.

Finally to Bwayne, Stacy, Tim, Steve and Paulette; it is truly an honor to serve with each of you and I look forward to us working together. I also want to take a moment for one of my colleagues in particular.

It goes without saying for most people in this room that no one puts in more time or cares more about this city, or carry's out a responsibility any more professionally than Paulette Carr. She has done a phenomenal job. Now let's move on to the brief business at hand. But you should always hold us accountable for the things that you expect from us. We laid out some action items about a year ago and we've moved through them.

What you should expect next; the last time this room was filled to this capacity was when a vote was taken to outsource our ambulance service. The City Manager and staff are working on through review of our obligations and our providers' obligations and service levels under the contract. We will get back to you in the near term with a pathway for us to decide what is in the best interest for City and the residents of the City. You are hearing a lot from your friends and on social media about intersection of Olive and I-170. You owe it to yourself to research the information on your own. This is too important to read the post and say oh my. "I was at wedding in Arkansas two weeks ago when I received call from Joy Lieberman, who has served on the school board probably longer than anybody. She said she wanted to give a little history lesson. Her husband first run for Council in 1962; the issue during that election was the western entrance to University City at Olive Blvd. She said we have talked about for the fifty years; it is time to move on. It is time for us to move forward.

Financial Review, many people have come to us with different initiatives for us implement as a Council and as a City. Mr. Rose has taken a prudent approach to wait and see where we are financially. We need to see where we stand before we start anything new.

Starting in May or June we have a new addition to our City; that is the trolley. Everybody in the room has had an opportunity to say the pros and cons and to express your opinion. We one of the 10 best streets in America and one of the busiest restaurants rows in St. Louis and that is the backbone of the tourism trade in University City. The time for debating the trolley is gone; it is our trolley. It is incumbent on us to ride and support it and to get our friends to support it. We owe it our community and to the businesses in the Loop. Be patience and let's get it going.

We briefly stepped away from the leadership we've had in the past. I hope that Mr. Rose and the Council will reach to north, south, east and west to look for best practices and new ideas. Also to determine if there resources the communities around have that we could also utilize and work together. St. Louis has got be tried of 92 municipalities that duplicate each other. It is time for us to say what can we do with Clayton, what can we do with Olivette what can we do going north and south? Who knows what that means, but we owe to ourselves and our kids to have the conversations.

We also need to concentrate on healing the wounds as Mr. Adegboye mentioned. We've all been through plenty, this is not the time to rehash that but time to move forward. This past week the Country got a little bit of a rest bit with the unexpected funeral services for Barbara Bush. It seems the Country almost took a pause because this was grandmother of America. This was the World War II lady, the woman who hugged a child with AIDS before anyone else in the administration would do it. I didn't vote for her husband or her son and that does not matter. She brought us together and we all have an obligation to that in our own community. We need to look to our left and to our right and hold hands as we cross the street and get along and move forward.

As my kids will attest; I did not ask you to door knock, I didn't ask too many of you for too much money and I didn't ask too many people to host a party. What I would like to ask is that you consider serving on a commission. Look at the people in this room; we have an engaged electric, it's embarrassing for Council to have to beg people to serve on a commission. We are asking you to donate one or two hours a month to help out. You can go onto the website or tonight we have applications here for you including a list of commissions. We need your help. This is was U City is about; being involved.

You need to hold me accountable. If you ever sense that I have marginalized any citizen of this community, please pull aside and gently and professional say "you got that one wrong". I will respect for doing that.

Each of us up here, we serve for you. We're like volunteers, if you know how much we get paid, it's really like volunteering. I'm happy to have all posse here tonight. We make mistakes but they are unintentional. If we make a mistake it is your responsibility to come to tell us if we're heading down the wrong path. Ask us to pause, to stop and reconsider.

As we start the business meeting, tonight has been about change and it's appropriate to end with a quote from Barrack Obama. I did vote for him by the way. "Change will not come if we wait for some other person or if you wait for some other time. We are the ones we've been waiting for. We are the change we seek". So now it's time get to work. Thank you.



MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
April 23, 2018
7:11 p.m.

A. MEETING CALLED TO ORDER

At the Sine Die Session of the City Council of University City held on the fifth floor of City Hall, on Monday, April 23, 2018, Mayor Terry Crow called the meeting to order at 7:11 p.m.

B. ROLL CALL

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

Councilmember Stacy Clay
Councilmember Paulette Carr
Councilmember Steven McMahon
Councilmember Tim Cusick
Councilmember Bwayne Smotherson

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

C. APPROVAL OF AGENDA

Hearing no amendments, Councilmember McMahon moved to approve the agenda as presented. It was seconded by Councilmember Carr and the motion carried unanimously

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

F. APPOINTMENTS to BOARDS & COMMISSIONS

G. SWEARING IN to BOARDS & COMMISSIONS

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

David Harris, 8039 Gannon, University City, MO

Mr. Harris stated that he was to speak about the proposed Olive-170 Redevelopment Project and the Tax Increment Financing or "TIF" to support it. He stated that he does own or lease property in the proposed redevelopment areas and that although he is an attorney he does not represent anyone who owns or leases property in the areas. E - 1 - 7

He stated is a long time resident of University City who cares deeply about the City and its residents, assets and resources.

Mr. Harris stated that at the April 18th TIF meeting there were many questioned answered but there was no discussion of the “Blighted Area” designation given in two of the redevelopment areas, particularly the 50 acres that constitute Redevelopment Parcel Area One or RPA 1. He said he has too many issues to address in this brief statement. He stated that some issues do not appear to be addressed by the TIF Commission, and some of his questions had not been adequately answered. He posed the following questions:

- (1) If the anchor retailer is not identified until after the City makes a decision about TIF; how can you evaluate the viability of the project or the desirability without know who it is?
- (2) A financial assumption is that property values in RPA 1 will increase 3% every two years for the next 25 years. He states this is a questionable assumption
- (3) What increased cost might U. City or other taxing district incur from the project (for instance, for public safety) that will not be funded from the project?

A complete copy of Mr. Harris’s comments is attached to the minutes.

I. PUBLIC HEARINGS

J. CONSENT AGENDA – Vote Required

K. CITY MANAGER’S REPORT

L. UNFINISHED BUSINESS

BILLS

M. NEW BUSINESS

RESOLUTIONS

BILLS

N. COUNCIL REPORTS/BUSINESS

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

O. CITIZEN PARTICIPATION (continued if needed)

P. COUNCIL COMMENTS

Councilmember Carr stated that today is not just the ending of one era I and the beginning of another, not just the ending of one administration and the beginning of another. Today is day we celebrate the people who stood up to protect their rights to be represented and to speak. It is wonderful to look out and see the Council Chamber filled with so many who have come here to mark the passage, celebrate and to look forward to the very bright further. Ms. Carr stated that there were other times when the Chamber was filled to overflowing; on February 14, 2011, you came to protest censure of Councilmember Bryon Price; you were ignored. On June 13, 2014, over 250 people filled the Chamber in an effort to reserve your rights to be represented and to speak; you were ignored. People came again on June 30th when those rights were removed. You came again in overwhelming numbers, over 200, on August 3, 2015 to ask the outsourcing of EMS be delayed, you were ignored again. You came again in December 2015 and January 2016 to protest the unwarranted attempt by the former Council to remove Councilmember Crow by seek a quo warranto and failing to censure him; you were ignored and you came out to vote. You voted to change the course of University City. This time the Chambers are filled because of your, our citizen’s, efforts and labors. There’s a long list of violations of decorum, behavior, council rules and laws for which others have received no consequence. As Mayor Crow has asked us not to focus on the past; I will not be very specific; however there were consequences for firefighters who endorsed candidates other than those favored by former Councilmembers.

And there were consequences for residents when we rejected the bond issue for streets and parks; we didn't get our streets fixed. There were consequences for firefighters with the outsourcing of EMS and sadly the real consequences fell on the residents who were the collateral damage for an ongoing City vendetta against the Firefighters and their Union. Ms. Carr stated that there were consequences for her when asking questions. The City Manager removed transparency for forbidding his employees to record meetings and the minutes and records were sanitized of certain questions or only partial responses were given. There's a lesson in history; we should never forget as we go forward. Finally citizens spoke out and ask to be heard and represented and they experienced consequences. They were marginalized, mischaracterized, treated with loss of their rights to speak; one even removed and to petition their representatives. Now, there are finally consequences for the actions that citizens found unacceptable; change is that consequence. There are also rewards; today is a celebration for the changes for which the people asked and worked for. Tonight and tomorrow, we will see the fruits of labors. It's been a journey worth taking and if nothing else but to remind us of what is really important. Anything worth having is worth working for; even if the work is hard and seems endless. Congratulations University City; a new day has dawned.

Councilmember McMahon thanked Mayor Crow and stated that he had wanted to say that for a long time. He stated that one of his first actions in City government was when he stood out in Flynn Park asking people to vote Terry Crow for Mayor many years ago. Ms. Carr got him further involved and he started attending meeting; he appreciates all that they've done to help him become involved in what we see in University City. Mr. McMahon stated when he saw something he didn't agree with, he spoke up and said it's time to take a turn. That's the reason he's here. Much like Mayor Crow; if there's something he's missing, let me know. We have a whole city of very bright, hardworking intelligent people. Please ask questions so we can have conversations that will move us forward together. Mr. McMahon thanked the people that came out and supported him in his first election and even when he didn't have any opposition, people still came out and voted. He appreciates it and it says that people still think believe he can do the job. He thanked and welcomed Mr. Clay and Mr. Cusick to the City Council; it's an exciting time to be on City Council. There is a lot that is shining right in front of us and we're going to grab hold and make the City better, but it's going to be challenging. Not everybody sees it the same way and you will hear about and talk about; he's glad they're here to do the work together. Mr. McMahon stated that he thinks we will have a robust and wonderful Council that works through issues and challenges.

Councilmember Clay thanked Mayor Crow and stated that it was a pleasure to be a part of the Council. He thanked the citizens for coming out and being engaged in the process of democracy. Although he ran unopposed; there are people who certainly helped him through the process. Although, he couldn't name everyone, he wanted to lift up the Straatmann sisters, Meg, Kevin Taylor, Pat McQueen and several others that were instrumental in helping him to occupy the Council seat. The power of this seat is not lost on him as it is the very seat that was held by Byron Price; whose shoulders he stands on as he thinks about governance and representation of the 3rd Ward. The model that resonates with him is that of servant leadership. The tenants of servant leadership are two-fold; the first is that one has to produce. He must do everything he can working in conjunction with the citizens of University, particularly those in 3rd Ward to make things a little better than they were when he came to the seat. Secondly and just as important is the how. How are citizens engaged in the process? Servant Leadership demands that sometimes things are taken slower, sometimes things are a bit more deliberant but each step of the way, the citizen are engaged and given opportunity to have voice. He stated that was his commitment to the people; to be a servant leader and he thanked everyone for the opportunity. As his colleagues have said; if he's not getting right he welcomes your feedback.

Councilmember Cusick thanked Mayor Crow. He stated the City has been through a lot over the past few years, but the future looks promising. There's plenty of work to be done and that he looks forward to working hand and hand with the new Mayor and the other members of Council. Mr. Cusick stated there are several issues that we need to deal with; the MSD Storage Containers, our infrastructure needs to be addressed, residents are still concerned about the EMS outsourcing and the police officers are still being housed in trailers. The tax revenues are flat and the property taxes are too high. Economic Development seems to have been stalled.

We do not have a long term comprehensive plan; we have our work cut out for us, but the future looks bright. For the first time in ten years, it looks as if we will see serious economic development along the Olive/I-170 corridor. This will be sustainable long-term development that will help with the bottom line in University City. There is talk of further development on Olive east of I-170 to our eastern border. It's important to note that new City Manager, Mr. Gregory Rose, has started to the process to reorganize the structure of the city departments to address issues of staffing and organization. We need to bring accountability to all departments. We can begin by discussing what to do with our police department; they cannot stay in trailers. Mr. Cusick stated that he is confident that we will proceed with an atmosphere of transparency and openness. He has faith in the other members of Council and believes they share these same values. Transparency and the welfare of all of University City residents will be paramount. As Mayor Crow as stated before, painful decision will have to be made, you may not like our decisions hundred percent of the time. However, when tough decisions are being made, we will need the assistance of the residents. We will not make decisions lightly; we need your input. We need your expertise and for you to express your concerns. Please continue to hold us accountable for actions. We are not alone, we are only as good as the people we surround ourselves with and who choose to be participants in the process. Mr. Cusick thanked volunteers who assisted him with his campaign; he could not have succeeded with your support. He thanked the residents of the second ward, who elected him as their representative on the Council. He said he was honored by the trust that the residents have instilled in him.

Councilmember Clay stated his journey into University began many years ago in 1990, when he was hired as day camp counselor by Lynda Euell-Taylor. He stated if he does well in the position and serves University City in a way that is pleasing, we can thank Lynda because she was his introduction into University City.

Q. ADJOURNMENT

Mayor Crow thanked everyone for coming and invited everyone to stay and eat. There's plenty of food and drink so please enjoy. LaRette will have the commission applications in the back.

Councilmember McMahon made a motion to adjourn; it was seconded by Councilmember Smotherson

Voice vote on the motion carried unanimously.

Mayor Crow adjourned the City Council meeting at 7:30 p.m.

Statement to University City Council about Olive-170 Redevelopment Project
April 23, 2018

Good evening. My name is David Harris. My address is 8039 Gannon. I am here to speak about the proposed Olive-170 Redevelopment Project and the Tax Increment Financing or "TIF" to support it.

I was not planning to speak at this first meeting of the new Council. However, the next Council meeting will be too late for my comments and it appears the TIF Commission appointed by the Council to review the project will not meet again until a few days before the TIF hearing scheduled for May 23rd.

I do not own or lease property in the proposed redevelopment areas and although I am an attorney and one of my fields is real estate law I do not represent anyone who owns or leases property in the areas. I am a long time resident of University City who cares deeply about the City and its residents and about the appropriate use of City assets and resources.

I have attended both meetings of the TIF Commission. At the last meeting on April 18th, many questions were asked by some Commission members and residents, including me. Most of the questions were answered. However, after the meeting I realized there were no questions about, and no discussion by the Commission of, the "Blighted Area" designation given two of the redevelopment areas, particularly the 50 acres that constitute Redevelopment Parcel Area One or RPA 1. The blight designation is required for TIF. There are many issues with the blight analysis – too many issues to address in this brief statement - and since it appears the TIF Commission will not be discussing the issues, it may be up to this Council to do so.

Additionally, several of the questions that I asked I thought were inadequately answered. At least three of the questions may be up to this Council to consider.

First, the developer has said the anchor retailer would not identify itself until after the City makes a decision about TIF. From estimates in the proposal the retailer may be Costco, but how can you evaluate the viability of the project or the desirability of the retailer without knowing who it is?

Second, a financial assumption is that property values in RPA 1 will increase 3% every two years for the next 25 years. That is a questionable assumption. Since 2009, only one of the five developments featured in the developer's proposal has increased in value by 12%. Since 2009, the other four developments have declined in value, the Costco property in Manchester has declined in value, and the Costco property in South County has increased in value by less than 2%. The PGAV planner answered their data shows a 3% increase and he referenced the economic downturn in 2007 and 2008 to explain the declining values. The downturn is not relevant because these real values are since 2009.

Third, what increased costs might U. City or other taxing districts incur from the project (for instance, for public safety) that will not be funded from the project? One of the biggest concerns cited with these types of subsidized projects is that other taxpayers are burdened with extra costs. The answer was that the City has hired a consultant to look into this question. I hope the Council looks closely at the consultant's analysis and like the other TIF documents it will be readily available.

I would appreciate my comments being included with the minutes of this meeting. Thank you.

STUDY SESSION OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
April 26, 2018

MEETING CALLED TO ORDER

The City Council Study Session was held on the fifth floor of City Hall, on Thursday, April 26, 2018, Mayor Terry Crow called the Study Session to order at 6:13 p.m. In addition to the Mayor, the following members of Council were present:

Councilmember Paulette Carr
Councilmember Steven McMahon
Councilmember Tim Cusick
Councilmember Stacy Clay; (Excused)
Councilmember Bwayne Smotherson

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

Hearing no requests to amend the agenda, the Mayor proceeded as follows:

AGENDA

1. Presentations:

Mr. Rose stated typically, there are at least three attributes that define a high-performing organization or community. They include a clear vision; a strong strategy for achieving that vision, and monitoring of those strategies to see how they are performing. The first presentation encompasses the vision; recommendations for achieving "*Work Plan Priorities*" in the upcoming fiscal year.

WORK PLAN PRIORITIES:

- **Economic Development** - *There is a need for a more targeted approach versus the shotgun approach, which utilizes limited resources in a manner that is neither effective nor efficient.*
 - Olive Blvd Master Plan - Consensus is needed to gain insight into the desired appearance and traffic flow in order to successfully recruit and retain businesses in this area.
 - Downtown (the Loop) Parking Study - A study to be conducted by the Dept. of Community Development and designed to address current issues and achieve clarity on long-term parking objectives.
 - Marketing Plan - Subsequent to the creation of an Economic Development Strategic Plan staff is recommending that a Marketing Plan be established to promote the City's assets related to business opportunities. This plan is slated for FY20

- Joint City/University Planning Team - Addresses issues of mutual concern.
- Economic Development Retail Sales Tax Fund - Staff is recommending the creation of a matrix that aligns with Council's goals and objectives to evaluate proposed projects and achieve the desired outcome. *(More information will be forthcoming at the Strategic Planning Session tentatively scheduled for July.)*
- Olive and North & South Development - Staff is diligently working to acquire this property which they believe is ripe for development.
- Olive and Midland Development - Council's approval to hire an Economic Development Specialist will enhance staff's ability to aggressively market this property.
- Hotel Feasibility Study - While the proposed development at Olive & I-170 includes a hotel, staff believes that the market has the capacity for additional lodging. This study would help developers generate a line of reasoning with respect to capacity and exposure.
- **Public Safety**
 - Police Facility - The annual operating budget proposes that the property acquisition and design take place in FY19 and that the construction of a new facility will begin in FY20.
 - Community Policing Strategy - This concept has been identified as a way to achieve efficiencies in policing. A new volunteer program will soon be rolled out by Chief Hampton, with the goal of enhancing community participation and engagement.
 - Enhanced Use of Technology - Cameras, drones, robotics, and analytics. Drones are currently being used and the annual operating budget suggests the purchase of dashboard cameras.
 - Fire Marshal - This position has been placed on hold until the necessary training has been completed to ensure successful performance of these duties. The anticipated goal of recruitment is FY20.
 - EMS Transport Evaluation - Mr. Rose stated today, he drafted a letter that will be included in the grant application for SAFER Grants. This grant enables cities to hire twelve new firefighters for a 25 percent match the first and second years, and a 65 percent match the third year. Council will be presented with a final report once staff has completed their analysis of the cost and value of fire-based EMS transport.

- Accreditation - This process, which is approximated to take four years to achieve, is being led by former U City Police Captain, Carol Jackson.
- **Encourage High-Quality Growth**
 - Visioning Process - Staff will be asking for support in developing a written statement of the community's long-term goals and strategic objectives.
 - Comprehensive Plan - An update to this plan will follow the visioning process.
 - Redevelopment Plan - Addresses the residential component of the I-170/Olive TIF.
 - Architectural Review Board - Suggestion by Councilmember McMahon, to replace or enhance the existing Infill Review Board.
 - Evaluation of Boards and Commissions - To determine their effectiveness, efficiency, and need.
 - Evaluation of Zoning Codes - To determine the effectiveness of U City's current codes.
 - Code Enforcement Analysis - To evaluate the City's zoning districts, housing stock, and ultimately move from code enforcement to a code compliance environment.
 - Parkview Garden Plan - Community Development has been charged with assertively executing Parkview's current plan.

Councilmember Carr stated she found some of Parkview's recommendations to be questionable, especially in light of the recent launch of the Trolley. Therefore, she is curious to know whether Community Development will also be tasked with the reevaluation of this plan in light of the pending traffic changes? Mr. Rose stated the plan would be reviewed to determine if portions are outdated and need modification.

- **Prudent Fiscal Management**
 - Five-Year Financial Forecasting - The Finance Department has been charged with developing an annual five-year forecast of revenue and expenditures that will assist the City with making sound business decisions.
 - Annual Financial Report - A quarterly summary of key financial indicators for employees and residents. Staff will look to enhance these reports by providing Council with a presentation that allows for questions and comments.
 - Pension Plan Analysis - A review of funding levels to determine long-term sustainability.

- Internal Service Fund - A costs and revenue review to ensure funds are balanced. A major component of this review will be a need analysis for the replacement of major equipment. No investments were made in previous years and U City's fleet is considerably outdated. This has resulted in the City having to invest more than normal for a city of this size.
- Solid Waste Rate Analysis - Staff is recommending the creation of a Solid Waste Advisory Committee to evaluate rate analysis reports, impending fees, and assist them in their review of the information contained therein. The goal is to ensure that if and when a rate increase is necessary, the community is well informed and educated, prior to its implementation.
- Evaluation of Purchasing Cards - A review to determine the feasibility of using purchasing cards and whether the City can utilize its buying power to get money back on the goods and services it procures.
- **Infrastructure**
 - Ten-Year CIP - Identification and ten-year review of the City's capital needs. There are significant needs associated with the City's infrastructure that should be acknowledged.
 - ADA Transition Plan - A ten-year plan headed by Public Works to ensure compliance with ADA requirements.
 - Space Needs Study - Identification of the City's current workspace and forecast of future renovation needs.
 - Storm Water Master Plan - Prioritization of the City's essential needs with respect to stormwater management, flood mitigation, and long-term prevention. Beginning in FY19, approximately \$200,000 has been allocated each year to address projects associated with the execution of this plan.
 - Sanitary Sewer Lateral Program - An analysis of the current program administration. Today, if a resident makes application for a sewer lateral repair and staff determines there is a crack, it is replaced and 80 percent of the associated expenses are paid by the City; in spite of the fact that a replacement may not be what is needed to fix the repair. Therefore, staff has been asked to restructure the program to include this qualification, wherein the City will no longer be bound to making unnecessary replacements.
 - MSD Waste Water Storage Tank Project - Staff is working with the consultants to evaluate this project and gain a clear understanding of its impact on the community.

- Sustainability Master Plan - Identification of the needs, opportunities, and priorities, to ensure that buildings are energy efficient and their carbon footprint is minimized.

Councilmember Carr questioned whether the City will be required to make a decision regarding the wastewater storage tanks prior to the completion of the community impact evaluation? Mr. Rose stated within the next couple of weeks, Council will be apprised of the consultant's recommendations, as well as staff's recommendations regarding the best placement options for U City. Staff will continue to work with MSD on the construction end of this project and that may extend over several years.

- **Community Quality of Life Amenities**

- Technical Training for Public - An initiative sponsored by CALOP which utilizes the library to provide training on video editing, robotics, coding, et cetera.
- Event Planning - The development and implementation of events that build and support a sense of community.
- Resident Survey - To provide staff with a sense of how residents' feel about the services provided.
- Streaming & Webcasting of City Council Meetings - Additional resources to enhance citizen engagement. Streaming is proposed for FY19; Webcasting is proposed for FY20.
- Citizen Survey - Although this has been omitted at this point in time, the intent is to create a mechanism; i.e., cards, where residents can provide immediate feedback on services. Cards will be made available at every frontline operation and forwarded to the City Manager's office.

- **Employees**

- Compensation & Classification Study - A study to evaluate salaries, benefits, and ensure that the City remains competitive in the marketplace. The anticipated completion date is June/July 2018.
- Employee Survey - An evaluation of the organization's working culture.
- Organizational Values – Creation of shared values for the entire city organization
- Gainsharing Program – An incentive program in which employees receive benefits directly as a result of cost-saving measures they initiate to improve the organization.
- Staffing Needs Assessment – Identification of the human resources needed to deliver high-quality services.

- Safety Program – A program to ensure employees work and operate in a safe environment as mandated by OSHA.
- Onboarding Program – A program where new employees acquire the necessary knowledge, skills, and behaviors in order to become effective organizational members

CAPITAL IMPROVEMENT- 5 YEARS:

Mr. Rose stated although this presentation will not go into great detail, he would be happy to respond to any questions Council might have.

The Capital Improvement Plan (CIP) will extend from FY19 to FY23, and was created with the same aforementioned priorities in mind.

- ❖ *CIP - A summary of U City's capital investments for the next 5 years. This plan is evaluated on an annual basis and modified where it is deemed necessary.*

Five-Year Investment Summary

- Fire Departments (\$530,000)
- Parks, Recreation, and Forestry (\$945,000)
- Police Department (\$6,224,760)
- Public Works Department/Infrastructure (\$17,838,812)
- A total of approximately 25.5 million dollars in capital improvements

CIP Objectives

The vast majority of these projects have been included in the Proposed Annual Operating Budget.

- Fire Department
 - Purchase of a Replacement Pumper Truck; \$250,000 allocation each year for the next two years.
 - Drone (\$30,000). The City has one drone with a 30 minute flight time. A second drone is needed as a backup.
- Parks, Recreation & Forestry
 - (\$500,000) Tree Replacement Program; initial allocation of \$110.000 in FY19.
 - (\$315,000) Heman Park Pool Renovations for FY19
 - (\$130,000) Ruth Park Golf Course Lighting Install for FY20; per approval of the Enterprise Fund.

Councilmember Smotherson questioned whether the Enterprise Fund would be used strictly for the Golf Course? Mr. Rose stated an Enterprise Fund is structured so that monies generated from a specific business, i.e., the Golf Course, goes towards that operation. However, there are other funding mechanisms to address capital needs for parks.

- Police Department
 - New Police Station (\$6,000,000). Design implemented in FY19 for 1.3 million dollars; construction to begin in FY20.
 - Dashboard Cameras (\$209,760). The first allocation of \$76,000 will occur in FY19.
 - License Plate Readers (\$15,000); proposed for FY19.

Councilmember Carr asked whether the 6 million dollar allocation for the police facility would require something different than what had originally been contemplated? Mr. Rose stated what is being proposed is that the City continues to utilize the existing modular units the police are currently housed in. Roughly 3 million dollars has been invested in this project, and he believes this asset still has a useful lifespan. Maintaining these units will enable the City to operate two facilities, one near the Loop area; which has the highest incident of petty crimes, and the other at the northwest corner of the City around 82nd Street, where the most severe crimes occur.

Mr. Rose stated this is also a good time to address a question posed by a citizen, who asked whether there is enough evidence to support the need for two facilities? The rationale has more to do with crime prevention through environmental design, which encourages eyes-on. One reason why each facility will be located near a park is to have eyes-on that park and hopefully create a safer environment. Mr. Rose stated while this concept should not be viewed as some sort of magic bullet that is going to solve all of the City's crime problems, he does believe it will create a greater presence in the community, more citizen engagement, and perhaps, a stronger desire to assist the police in the prevention or faster resolution of crimes. So this strategy should be viewed as simply another tool being utilized to combat crime and help residents feel safer.

Councilmember Cusick asked Mr. Rose for the estimated lifespan of the modular units? Mr. Rose stated staff's belief is that the units probably have a lifespan of five to eight years, which will give the City, time to make a decision about long-term options. But at this point in time, he would not recommend taking the units out of the downtown area.

- Public Works Department
 - Westgate Ave Improvements (\$1.165 M). The bulk of this allocation includes a grant with matching funds. The design phase is scheduled for FY19, with construction to follow.
 - Street Maintenance Program (\$3.5M)
 - Curb and Sidewalk Improvements (\$2.37M)
 - Storm Water Master Plan and Projects (\$1M)

Councilmember Carr stated in the fall of 2017, the Storm Water Task Force was formed to investigate problems within the City, and that project allowed for the hiring of a consultant to assist the Task Force in exploring these issues.

\$10,000 was also set aside, which to her knowledge, has not been used. So, her question is whether that money will now be used to fund this proposed study? Sinan Alpaslan, Director of Public Works and Parks, stated that after conferring with other municipalities regarding the costs associated with conducting this type of study, it was determined that costs could go up to half of a million dollars. So, the City's approach is based on those examples, with \$200,000 representing the cumulative value. Thereafter, the cost of implementing projects for years two, three, four and five, would be prioritized by the Master Plan and community involvement.

- ADA Curb Ramp Design and Construction (\$250,000); \$50,000 for design and construction.
- Enhanced Street Lighting (\$750,000)
- Park Improvements (\$2.65M)
- City Facility Improvements (\$3.5M)

Mr. Rose stated when the staff meetings were moved to the fifth floor he noticed that whenever it would rain buckets had to be placed everywhere. Apparently, there is damage to the dome which is now penetrating into the walls. So there is a definite need to reinvest in these facilities, and delays will only increase the amount of money that will have to be spent down the road.

- Parking Meter Replacement Program (\$310,000); \$110,000 for FY19. This program consists of two phases. Phase 1 replaces the old coin-operated meters with credit-card meters. This makes it easier for users and has the potential to generate more revenue for the City. Phase II will be focused on increasing the City's enforcement efforts.
- Morgan-Wilshire Road and Drainage Improvements (\$250,000)
- Space Needs Study (\$30,000)
- Solid Waste Rate Study (\$35,000)
- Softball Field #6 Heman Park Improvements (\$30,000)
- U City in Bloom Street Island Improvements (\$105,000)
- Solid Waste Grant (Recycling) (\$600,000)

Councilmember Carr stated her concern is that if, for some reason, the park is utilized for the placement of storage tanks, the \$30,000 spent on improvements will be money wasted. Mr. Rose stated some of the capital improvement projects will not start until the middle of next fiscal year. So it is not likely that any improvements would be made to the softball field until the issue with MSD has been resolved. Councilmember Carr asked Mr. Rose for the rationale behind spending \$105,000 for U City in Bloom when there are several City parks in dire need of renovations and new playground equipment? Mr. Rose stated U City in Bloom is a beautification program that has been in existence for a couple of years, which he believes adds value to the City.

However, the City will be increasing their efforts to invest in City parks and he believes they will be able to strike a pretty good balance. But if it's Council's desire to make changes in those areas they have the authority to do so.

- Ackert Walkway Improvements (\$311,969). Wash U has expressed interest in assisting, and staff is working to generate as many grant opportunities as possible.
- Purchasing Golf Sprayer Unit (\$40,000)
- City-Wide Energy Efficiency Master Plan (\$30,000)
- Canton Ave Resurfacing and Upgrades (\$900,000). The vast majority of these funds come from a grant which allows for the construction of sidewalks.

ANNUAL OPERATING BUDGET:

The proposed FY18-19 Annual Operating Budget does not deviate with respect to the aforementioned priorities.

Challenged FY-18 Funds

- General Fund Loans
- \$500,000 to Parking Garage
- \$500,000 to Golf Course
- \$6.0 million to Public Safety Sales Tax
- Initial Organization Restructuring

Mr. Rose stated he will be seeking approval from Council to initiate a loan from the General Fund to the parking garage and Golf Course, who are both challenged with the inability to pay some of their bills. These loans would be structured in a way that allows each fund a period of several years to grow and refurbish prior to repayment of the debt.

Council will also be asked to approve a loan out of the committed funds within the General Fund, to the Public Safety Sales Tax Fund for construction costs associated with the substation.

Mr. Rose stated since there is an immediate need, his intent is for half of the positions associated with his initial restructuring of the organization to go into effect on July 1, rather than wait until the new fiscal year.

- Assistant City Manager of Economic Development
- Assistant City Manager of Communications
- Forestry Director of Parks, Recreation & Forestry; FY19. This new department was added to focus on more service delivery.
- Human Resources Director; FY20

Resident Property Tax Bill

- University City receives 8.4% of a \$100.00 assessed valuation.
- Example of Tax Bill: $38,000 \times 8,2269 / 100 = \$3,126$

Budget Highlights

- Design of Police Station
- Two (2) percent COLA
- Citizen Satisfaction Survey
- Space Needs Study
- Same or Reduced Tax Rate
- Exceeds 17% fund balance for General Fund
- Increase in Capital Spending
- Restructured Organization
- Moves City from an Asset/Cash-Basis Budget to a Cash-Basis Budgeting, making it easier to understand the City's financial position.
- Total Revenues 30.7 million dollars
- Total Expenditures 31.1 million dollars
- The fund end balance for all funds is roughly 18 million dollars

Councilmember Carr questioned whether the ending fund balance was cash or cash and assets? Mr. Rose stated this is a cash-based budget, meaning there are 18 million dollars on-hand for all funds.

REVENUE SOURCES PER PERCENTAGE

	Amount	Percentage
Property Taxes	\$ 3,525,500	15.5%
Sales & Use Tax	6,666,000	29.3%
Intergovernmental	2,177,000	9.6%
License	715,000	3.0%
Gross Receipts Tax	6,469,300	28.4%
Inspection Fees and Permits	1,125,000	4.9%
Charges for Services	250,000	1.2%
Parks and Recreation Fees	892,000	3.9%
Municipal Court and Parking	808,500	3.5%
Interest	50,000	0.2%
Miscellaneous Revenue	124,500	0.5%
Total Revenue	\$ 22,802,800	100.0%

- ❖ *U City is heavily dependent on gross receipt and sales & use taxes, therefore careful attention should be paid to fluctuations in the economy.*

GENERAL FUND REVENUES



- **Transfers**

- \$150,000 transfer from the General Fund to the Golf Course for additional maintenance personnel and overhead costs. Currently, there is only one maintenance person for the Golf Course.
- \$400,000 transfer from the Capital Improvement Fund to cover public safety equipment; i.e., cars or debt service payment for the fire truck.
- \$133,000 transfer from the EDRST Fund to the General Fund to cover the cost of the proposed Economic Development position.
- \$300,000 transfer from the Public Safety Sales Tax Fund to cover the increased cost of salaries associated with natural step increases and COLA.
- A total of \$1,058,000 will be transferred into the General Fund.

- **General Fund Summary**

- Total Revenues: \$23,860,800
- Total Expenditures: \$23,716,900
- Ending Fund Balance: \$8,122,900

OTHER FUNDS:

- **Public Safety Sales Tax Fund**

- Total Revenues: \$1,700,000
- Total Expenditures: \$1,966,200
- Ending Fund Balance: \$6,533,800; *(based on the assumption that all loans are approved.)*

- **Capital Improvement Fund**

- Total Revenues: \$2,402,000
- Total Expenditures: \$2,785,200
- Ending Fund Balance: \$1,611,800

- **Park & Storm Water Fund**

This fund has been placed on hold until it has been replenished.

- Total Revenues: \$1,301,000

- Total Expenditures: \$1,044,300
- Ending Fund Balance: \$256,700

- **EDRST Funds**

- Total Revenues: \$703,400
- Total Expenditures: \$702,400
- Ending Fund Balance: \$1,236,000

Mr. Rose stated that although the intent long-term is to restructure this program to follow more along the lines of what the Ordinance requires, Council will be asked for a determination on how the funds should be administered during this year of transition.

- **Enterprise Funds**

- Solid Waste Fund; proposed zero balance
- Parking Garage Fund
- Golf Course Fund. One way to increase revenue in this fund is to extend the hours of operations.

Mr. Rose stated while the purchase of two trucks has been proposed for Solid Waste he is likely to amend that to one until the level of revenue and expenditures have been reviewed.

DEPARTMENT HIGHLIGHTS:

- **City Manager's Office**

- Upgrade of the Economic Development Assistant Director to Director Level
- Add Assistant to City Manager - Economic Development
- Add Assistant to City Manager - Communication
- Conduct Citizen Satisfaction Survey
- Add Webcasting/Streaming of Council Meetings

- **Finance Department**

- Assistant Director of Finance.

Mr. Rose stated the position of Asst. Director of Finance was encouraged by the City's audit that recommended greater oversight. The position has been filled and continues to be funded in the Proposed Budget.

- **Municipal Courts**

- Maintain the current level of service

- **Information Technology**

- Network upgrade
- Replace Domain Controllers
- Replace Spam Filters
- Fifth Floor AV Improvements
- MS Office 2016 Licensing

- **Police Department**

- Upgrade Captain to Assistant Police Chief. Funds for this position have only been allocated for a three month period.
- Vehicle Replacement
- Purchase of Dashboard Cameras
- Police Station Design

- **Fire Department**

- Funding for half of the cost for a Pumper Truck
- Funding for Drone Purchase

Councilmember Carr stated her assumption is that at some point this year Council will be presented with an analysis of relative EMS costs? Mr. Rose stated although these costs are pretty much ready to go, he has elected to wait until after the results of the Safer Grant have been announced before seeking Council's interest in having a third party review the calculations that Fire has made regarding the upstart and ongoing costs.

- **Public Works**

- Add Part-Time Construction Inspector.

Mr. Rose stated his recommendation to Council will be that the funding for this position be covered under the Capital Fund. There are so many capital needs and in part, one of the reasons is because the City does not have the staff to drive those projects.

- Funds Solid Waste Rate Study
- Moves Facility Maintenance to Public Works. Previously, this facility was operating under Community Development.
- Funds Facility Improvements
- Funds Park Improvements
- Funds Storm Water Master Plan
- Funds City Wide Space Needs Assessment
- Funds Ackert Walkway
- Funds Morgan-Wilshire Drainage Improvements
- Funds Street Maintenance
- Adds Part-time Front Desk Clerk for customer service.
- Removes Park Maintenance and creates an actual Park, Recreation & Forestry Department.
- **Community Development**
 - Removes Economic Development responsibility
 - Removes Facility Maintenance responsibility
 - Removes Recreation responsibility
 - Maintains Current Service Levels for all Other Operations
- **Parks, Recreation & Forestry**
 - Funds Director for New Department Within Parks, Recreation and Forestry
 - Funds Heman Pool Improvements
 - Funds Tree Replacement Program
 - Creates Golf Course Enterprise Fund

ON THE HORIZON:

- EMS Transport; anticipated analysis completion date, August 2018.
- Human Resources Director; postponed until FY20
- Sewer Lateral Program

- Pension Funds Contribution; anticipated study completion date, May 2018.
- Non-Profit Funding (EDRST)
- Commission on Senior Issues Request; a request to fund a pilot transport program and the Chair has been invited to address Council. This has not been included in the Proposed Budget.
- "Closer Review" with respect to efficiency and effectiveness.

Mr. Rose then made the following statement:

"In an effort to ensure that our local operations are efficient and effective, I will be asking the Mayor and Council for permission to invite a State audit of the City's operations. The audit will focus on cost allocations, programs, and operations such as the Sewer Lateral Program. In addition, a review of the Solid Waste Operations, Fleet Operations, Parking Garage, and capital projects is needed. I have no reason to suspect that any fraudulent activity has occurred, and this will simply be an opportunity to gain recommendations from the State on how U City might serve its residents better."

- Amendments to Proposed Budget

Mr. Rose stated Council will be presented with three documents in June; (1) the FY19 Work Plan; (2) the Capital Improvement Plan, and the Annual Operating Budget outlining all recommended amendments.

2. Roll-Call vote to go into a Closed Council Session according to RSMo 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 and its attorneys.

Councilmember Carr moved to approve, seconded by Councilmember McMahon.

Roll Call Vote Was:

Ayes: Councilmember McMahon, Councilmember Cusick, Councilmember Smotherson, Councilmember Carr and Mayor Crow.

Nays: None.

Councilmember Clay was not present.

A. ADJOURNMENT

Mayor Crow closed the Study Session at 7:25 p.m. to go into a Closed Session on the second floor. The Closed Session Reconvened in an open session at 8:15 p.m.

LaRette Reese
City Clerk



Council Agenda Item Cover

MEETING DATE: May 14, 2018

AGENDA ITEM TITLE: Asphalt Overlay Improvements Project – Project #1363

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED?: YES

BACKGROUND: The City resurfaces streets that are beyond routine maintenance such as pot hole patching and spot repairs. Every two years, the City rates streets on a scale of 1 (poor condition) to 10 (excellent condition), using the Pavement Surface Evaluation and Rating (PASER) method developed by the University of Wisconsin's Transportation Information Center. After PASER street ratings are completed city-wide, streets are prioritized for maintenance and repair and programmed into the City's capital improvement plan. The available funding of the current fiscal year for this project is \$437,000.00 and will come from the Capital Improvement Sales Tax Fund account number 12-40-90_8080 with the remaining \$20,091.50 to be funded from the next fiscal year's budget.

The City advertised for bids to resurface asphalt streets and opened them on April 20, 2018. The tabulation of bid proposals is as follows:

Contractor	Base Bid Price
N.B West Construction	\$457,091.50
Spencer Contracting	\$487,760.20
Ford Asphalt Company	\$492,626.95

N.B. West Construction is the lowest bidder and qualified to perform asphalt paving projects with experience from the St. Louis region, as well as projects completed satisfactorily in University City in the past, an example of which is the paving of the roundabout at the Civic Plaza.

RECOMMENDATION: The City Manager recommends that the City Council approve the award for the Asphalt Overlay Project to the lowest and responsible bidder, N.B West Construction in the amount of \$ 457,091.50.

ATTACHMENTS: 1) Locations list of project
2) Copy of contract document

Attachment 1 - Project 1363 Asphalt Overlay Project Locations

LOCATIONS

#	STREET	FROM	TO
1	WILSON	SHAFTESBURY	AHERN
2	WILSON	AHERN CT	MIDLAND AVE
3	BURCH LANE	WILSON AVE	DEAD END
4	SPOON	PUTTER	CUL DE SAC
5	ABBEVILLE	JEANERETTE	SHAFTESBERRY
6	JEANERETTE	ABBEVILLE	SHAFTESBERRY
7	WESTMORELAND	BIG BEND	MARYLAND
8	WILLIAMS	MARYLAND	DEAD END
9	WELLESLEY	PERSHING	DEAD END
10	WELLESLEY	WATERMAN	KINGSBURY
11	BRITTANY	STANDFORD	GANNON
12	DELCREST	DELMAR W	DELMAR E
13	STANFORD	CORNELL	BEMISTON
14	ORCHARD	GRANT	SHERIDAN
15	COOLIDGE	ARCHER	APPLETON

CONTRACT

THIS AGREEMENT, made as of the _____ day of May_____, **2018**, by and between City of University City, MISSOURI (hereinafter called the CITY) and **N.B. West Contracting, a Company** with offices at **2780 Mary Avenue, Brentwood, Mo 63144** (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to construct improvements for Project No. 1363 – Asphalt Improvements at Various Locations, hereinafter called the PROJECT, in accordance with the Drawings, Specifications and Contract Documents prepared by the City of University City.

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

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

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

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

Four Hundred Fifty Seven Thousand, Ninety One dollars and Fifty Cents.

WORDS

(\$ 457,091.50) NUMBERS

Final dollar amount will be computed from actual quantities constructed as verified by the Engineer and in accordance with the unit prices set out in the Proposal.

(See following pages)

CONTRACT DOCUMENTS:

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

- A. Contract (This Instrument)
- B. Addenda to Contract Documents
- C. Conditions of the Contract
- D. Remaining Legal and Procedural Documents
 - 1. Proposal
 - 2. Instruction to Bidders
 - 3. Invitation for Bids
- E. Special Provisions
- F. Annual Wage Order
- G. Standard Specifications
- H. Drawings/Location Maps
- I. General Provisions
- J. Bonds/Attachments
 - 1. Performance/Payment Bond
 - 2. Bid Bond

AUTHORITY AND RESPONSIBILITY OF THE ENGINEER:

All work shall be done under the general inspection of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretations of Drawings and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

SUCCESSORS AND ASSIGNS:

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

CITY OF UNIVERSITY CITY, MISSOURI

* In making out this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.

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

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

(SEAL)

Attest:

Date: _____

Title

By: _____
"Contractor"

(SEAL)

Attest:

Date: _____

CITY OF UNIVERSITY CITY

CITY OF UNIVERSITY CITY

By: _____
City Attorney

Date: _____

By: _____
City Manager

Date: _____



City Manager's Report Agenda Item Cover

MEETING DATE: May 14, 2018

AGENDA ITEM TITLE: Liquor License for **Elmo's Love Lounge, 7828 Olive Blvd.**

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: **Elmo's Love Lounge** has applied for a liquor license: All kinds of intoxicating liquor, by the Drink, Retail including Sunday sales. This location currently has a liquor license to sell all the above. The request is for a change in managing officer. Applicant is Mr. Roy Miller Jr. A background check revealed no disqualifying information.

ATTACHMENTS: Department Approval was granted from Police and Community Development Departments
Background check by St. Louis County Police
Certificate of No Tax Due issued by the Missouri Department of Revenue
2017 Real Estate Tax Record for the applicant indicates payment of taxes
Voter Registration

RECOMMENDATION: City Manager recommends Approval



1728 S. BROADWAY • ST. LOUIS, MO 63104
314•241•1111 314•241•8440 FAX

March 13, 2018

City of University City
Finance Dept / Liquor License Applications
6801 Delmar Blvd
University City, MO 63130

RE: ETB Enterprises LLC

To Whom It May Concern:

Enclosed is the application for Elmo's Love Lounge and their change in managing officer. There was no change in ownership. I do not believe this should trigger a new license, just a need for approval from the city to change the managing officer. If you need any additional information please feel free to contact me at the number above.

Sincerely,

A handwritten signature in blue ink, appearing to read "MBH", is written over the typed name and title.

Michael B Hurley
Agent for the applicant



CITY OF UNIVERSITY CITY
APPLICATION FOR LIQUOR LICENSE
University City Municipal Code, Chapter 600 Section 600.060

INSTRUCTIONS: Read each question carefully. Make certain that each question is answered completely and correctly before you submit this application. If you need additional space, use the additional sheet provided at the end of this application. If a question does not apply to you, write N/A in the space, **do not leave any blank fields.** Submit all documents as requested. **PLEASE PRINT CLEARLY.**

Please note that this application may only be completed and filed by a sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license.

◇ **AN APPLICANT IS NOT PERMITTED TO OPERATE UNTIL LICENSE IS ISSUED** ◇

Applications must be accompanied by a non-refundable application filing fee of \$25.00

Type of license requested- separate license shall be obtained for each of the following classes of sales:
(Please check each classification that applies)

<input checked="" type="checkbox"/>	2-	All kinds of intoxicating liquor, by the drink, retail	\$450.00
<input type="checkbox"/>	4-	CLUB: All kinds of intoxicating liquor, by the drink, retail	200.00
<input type="checkbox"/>	5-	Malt liquor not in excess of 5% alcohol wholesaler to wholesaler	75.00
<input type="checkbox"/>	6-	Intoxicating liquor not in excess of 22% alcohol wholesaler to wholesaler	150.00
<input type="checkbox"/>	7-	Malt liquor not in excess of 5% alcohol wholesaler to retailer	150.00
<input type="checkbox"/>	8-	Intoxicating liquor not in excess of 22% alcohol wholesaler to retailer	300.00
<input type="checkbox"/>	9-	Malt liquor in excess of 3.2% and not in excess of 5% alcohol, by the package, retail	75.00
<input type="checkbox"/>	10-	Malt liquor in excess of 3.2% and not in excess of 5% alcohol, by the drink, retail	75.00
<input type="checkbox"/>	11-	Malt liquor not in excess of 5% beer and 14% wine, by the drink, retail	75.00
<input type="checkbox"/>	12-	Intoxicating liquor not more than 22%, by the package, retail	75.00
<input type="checkbox"/>	13-	Intoxicating liquor of all kinds, wholesaler to wholesaler	375.00
<input type="checkbox"/>	14-	Intoxicating liquor of all kinds, wholesaler to retailer	750.00
<input type="checkbox"/>	15-	Intoxicating liquor of all kinds, by the package, retail	150.00
<input checked="" type="checkbox"/>		Sunday Liquor License	300.00

I. BUSINESS APPLYING FOR LICENSE:**A. BUSINESS NAME AND TYPE**

Elmos Love Lounge

- ☐ Sole Owner
☐ Partnership
☐ Corporation
☒ Limited Liability Company

B. DESCRIPTION OF PREMISES AND ADDRESS:DESCRIPTION: First floor of a one story brick buildingADDRESS: 7828 Olive BlvdHOURS OF OPERATION: Su 12pm-12am / M-Sa 12pm-1:30am**C. PHONE:**

314-726-2660

II. MANAGING OFFICER:**A. NAME: (LAST)**

Miller JR

(FIRST)

ROY

(MIDDLE INITIAL)

L

B. ADDRESS, CITY & ZIP CODE:

12921 Covington Gardens Dr 63138

C. PHONE:

314-327-8637

D. DATE OF BIRTH:

1/28/1969

F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)

314-726-2660

G. PREVIOUS ADDRESS: (IF NOT AT PRESENT ADDRESS FOR 5 YEARS OR MORE)

SINCE 1997

H. IF FOREIGN BORN, PLEASE STATE COUNTRY, PLACE AND STATE OF NATURALIZATION:

-

I. MISSOURI RESIDENT SINCE: (MONTH & YR)

Born St. Louis

K. TOWNSHIP:

Unincorporated

L. COUNTY:

Saint Louis

M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT:

Manager

N. NAME OF CORPORATION, PARTNERSHIP OR CLUB: (IF APPLICABLE)

ETB ENTERPRISES LLC

FOR PARTNERSHIP OR LIMITED PARTNERSHIP**NUMBER OF MEMBERS:****A2. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL PARTNERS: (USE PAGE 7 IF NECESSARY)****FOR CORPORATION OR LIMITED LIABILITY COMPANY****NUMBER OF MEMBERS: 1****A3. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL OFFICERS, DIRECTORS AND STOCKHOLDERS OWNING 1% OR MORE INTEREST IN THE CORPORATION OR MEMBERS OF A LIMITED LIABILITY COMPANY. (USE PAGE 7 IF NECESSARY)**

Ernest Daise 1270 Pioneer Dr. St. Louis, MO 63132
314-991-2777 9/19/1975

OTHER PERSONS**NUMBER OF MEMBERS:****A4. LIST NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH FOR ALL OTHER PERSONS WHO HAVE AN INTEREST IN THE BUSINESS FOR WHICH LICENSE IS REQUESTED. (USE PAGE 7 IF NECESSARY)****B4. IN WHAT TYPE OF BUSINESS IS EACH OF THE ABOVE PERSONS ENGAGED: (USE PAGE 7 IF NECESSARY)**

III. OTHER INFORMATION

A. IS APPLICANT A QUALIFIED VOTER IN THE STATE OF MISSOURI?
☒ YES ☐ NO

B. IS APPLICANT AN ASSESSED, TAX PAYING CITIZEN IN THE STATE OF MISSOURI?
☒ YES ☐ NO

C. HAS APPLICANT PREVIOUSLY HELD A LIQUOR LICENSE OF ANY TYPE?

☐ YES ☒ NO (IF YES, EXPLAIN, SEE ITEM D)

D. EXPLAIN (WHEN, WHERE?)

E. HAS APPLICANT, OR ANY EMPLOYEE, OR PROPOSED EMPLOYEES, EVER BEEN DENIED A LIQUOR LICENSE, OR HAD A LICENSE TO SELL LIQUOR REVOKED?

☐ YES ☒ NO (IF YES, EXPLAIN, SEE ITEM F)

F. EXPLAIN (WHEN, WHERE?)

G. HAS APPLICANT EVER BEEN EMPLOYED IN ANY CAPACITY BY A BUSINESS WITH A BEER, WINE OR LIQUOR LICENSE?

☐ YES ☐ NO (IF YES, EXPLAIN, SEE ITEM H)

H. EXPLAIN (WHEN, WHERE?)

I. HAS THE APPLICANT, EMPLOYEE, OR PROPOSED EMPLOYEE EVER BEEN CONVICTED OF A VIOLATION OF ANY LAW REGULATING, CONTROLLING, OR PROHIBITING THE SALES OR MANUFACTURING OF INTOXICATING LIQUOR?

☐ YES ☒ NO (IF YES, EXPLAIN. USE PAGE 7 IF NECESSARY)

J. HAS ANY DISTILLER, WHOLESALER, WINE MAKER, BREWER OR ANY EMPLOYEE, OR AGENT THEREOF, HAVE OR PROPOSE TO HAVE, ANY FINANCIAL INTEREST IN THE BUSINESS TO WHICH THIS APPLICATION APPLIES?

☐ YES ☒ NO (IF YES, EXPLAIN. USE PAGE 7 IF NECESSARY)

K. INDICATE THE TYPE OF BUSINESS, IF ANY, APPLICANT PROPOSES TO CONDUCT ON PREMISES IN ADDITION TO SALE OF INTOXICATING LIQUOR:

☒ RESTAURANT

☐ HOTEL DINING ROOM

☐ OTHER (PLEASE EXPLAIN)

L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ 70,000 OTHER (INCLUDING LIQUOR) \$ 45,000

M. IS THERE A SCHOOL, CHURCH, SYNAGOGUE, PUBLIC PARK OR PLAYGROUND WITHIN ONE HUNDRED FIFTY (150) FEET OF THE PROPOSED BUSINESS? ☐ YES ☒ NO (IF YES, STATE THE NAME AND APPROXIMATE DISTANCES):

N. IS THE APPLICANT INDEBTED TO ANY PERSON FOR MONEY OR PROPERTY, TO BE USED IN THE LICENSED BUSINESS? (IF YES, STATE AMOUNT OF INDEBTEDNESS AND TO WHOM IT IS OWED.)

☐ YES ☒ NO

AMOUNT OWED:

\$

NAME:

ADDRESS, CITY, STATE, & ZIP:

PHONE:

OCCUPATION:



Inter-office Memo



Date: 04/30/18

TO: Colonel Hampton, Chief of Police
FROM: Sergeant Whitley DSN 372
SUBJECT: 7828 Olive (Liquor License Application)
CC:

Business

Elmos Love Lounge
7828 Olive
University City, MO 63130

Applicant

Roy L. Miller Jr.

12921 Covington Gardens Dr.
St. Louis, MO 63138
314-713-2915

Sir,

I have reviewed the findings of the investigation completed by Detective Daur Nodari concerning the liquor license application submitted by Roy L. Miller Jr., for Elmo's Love Lounge, located at 7828 Olive Blvd, University City, MO 63130. Det. Nodari's investigation was thorough and revealed no cause for a denial for a City of University Liquor License as applied for by Roy L Miller.

Respectfully Submitted,


Sgt. Whitley DSN 372

Final Approval:



Col. Larry Hampton, Chief of Police

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS.

Comes now Roy Lee Miller Jr of lawful age, being first duly sworn upon oath, deposes and says that he or she: (1) is the sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license, (2) is authorized to make this application, (3) has read this application and understands same, (4) knows the contents of this application, (5) swears that the answers and statements contained in this application are true and correct, and (6) on behalf of the applicant, agrees to comply with all laws of the City of University City and the State of Missouri relevant to the applicant's business.

Roy Lee Miller Jr
SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 12th OF December 20 17

Michael B Hurley
NOTARY PUBLIC

MY COMMISSION EXPIRES: August 20, 2021



THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief	_____	Date: _____
Comments:	<u>[Signature]</u>	
Community Development	_____	Date: <u>6/3/2018</u>
Comments:	_____	
City Manager	_____	Date: _____
Comments:	_____	

IV. SUNDAY LIQUOR LICENSE

If application is for Sunday liquor license, complete the following section:

Under the provisions of Chapter 600, Section 600.260 of the Municipal code of the City of University City, application is hereby made for a license to sell intoxicating liquor between the hours of 9:00 A.M. and midnight on Sundays.

A. APPLICANT NAME: (LAST) (FIRST) (MIDDLE INITIAL)

Miller JR

Roy

L

B. BUSINESS NAME:

Elmo's Love Lounge

PHONE NUMBER:

314-327-8637

Type of Liquor License held or applied for:

- ☒ 1-2 All kinds of intoxicating liquor, by the drink, retail
- ☐ 9 Malt liquor in excess of 3.2% not in excess 5% alcohol, by the package, retail
- ☐ 10 Malt liquor in excess of 3.2% not in excess 5% alcohol, by the drink, retail
- ☐ 11 Malt liquor not in excess of 5% beer and 14% wine, by the drink, retail
- ☐ 12 Intoxicating liquor not more than 22%, by the package, retail
- ☐ 15 Intoxicating liquor of all kinds, by the package, retail

For the purpose of obtaining said Sunday Liquor license: applicant states that at least fifty percent (50%) of the gross income of the restaurant bar at the above location is derived from the sale of prepared meals or food consumed on the premises, or which has an annual gross income of at least two hundred seventy-five thousand dollars (\$275,000.00) from the sale of prepared meals or food.

Signature of Applicant

Title of Applicant

Date

3/13/2018

V. RECOMMENDATIONS- COMPLETE IF APPLYING FOR LICENSE TYPE 2, 10, OR 11

Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 600.080 of University City Municipal Code.

Each of the following recommendations is to be filled in and signed by a creditable resident, real property tax-paying citizen of University City, vouching for the character of the applicant.

1) Date: 4-19-18 Name: Chaquita & Willie McGowan
Location of University City real property taxed in your name: 8035 Grobey Rd
How long have you known applicant? 10 yrs. Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? yes
Phone Number: 314-348-3644 Signature: Chaquita McGowan
314-706-2523

2) Date: 4-18-18 Name: RONALD HAYMORE
Location of University City real property taxed in your name: 7428 Anrose Dr
How long have you known applicant? 25 Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? yes
Phone Number: 314-304-3956 Signature: Ronald Haymore

3) Date: 4/12/18 Name: Roger Spelman
Location of University City real property taxed in your name: 4100 Hill Lane
How long have you known applicant? 5 yrs Are you related? FRIEND
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? yes
Phone Number: 314-795-3056 Signature: Roger Spelman

4) Date: 4/13/18 Name: Tracy Boyd / Corell Boyd
Location of University City real property taxed in your name: 1100 Kingsland Ave
How long have you known applicant? 10 yrs Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? yes
Phone Number: 314-458-6906 Signature: Tracy L. Boyd

5) Date: 4-19-18 Name: Terry Markette Jr
Location of University City real property taxed in your name: 1039 Glenside Place
How long have you known applicant? 30 yrs Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? yes
Phone Number: 314-575-7574 Signature: Terry Markette Jr



6801 Delmar Ave
University City, MO 63130
Tel: (314) 862-6767
Fax: (314) 863-0921

VI. PETITION- COMPLETE IF APPLYING FOR LICENSE TYPE 2, 10, OR 11

Under Chapter 600, Section 600.080, a petition must be submitted in favor of the license. **Please Note:** In the absence of valid petitions, the city council must have a five-sevenths vote to approve the license.

The undersigned taxpaying citizens, record owners of property within a radius of 200 feet of the primary public entrance of the premises in which the applicant proposes to sell intoxicating liquor, **and** owners occupying or conducting a business on the main or surface floor of buildings within such radius, hereby approve the foregoing application, and consent to the issuance to the applicant of a license to sell intoxicating liquor by the drink, to be consumed on the premises where sold:

NAME

ADDRESS

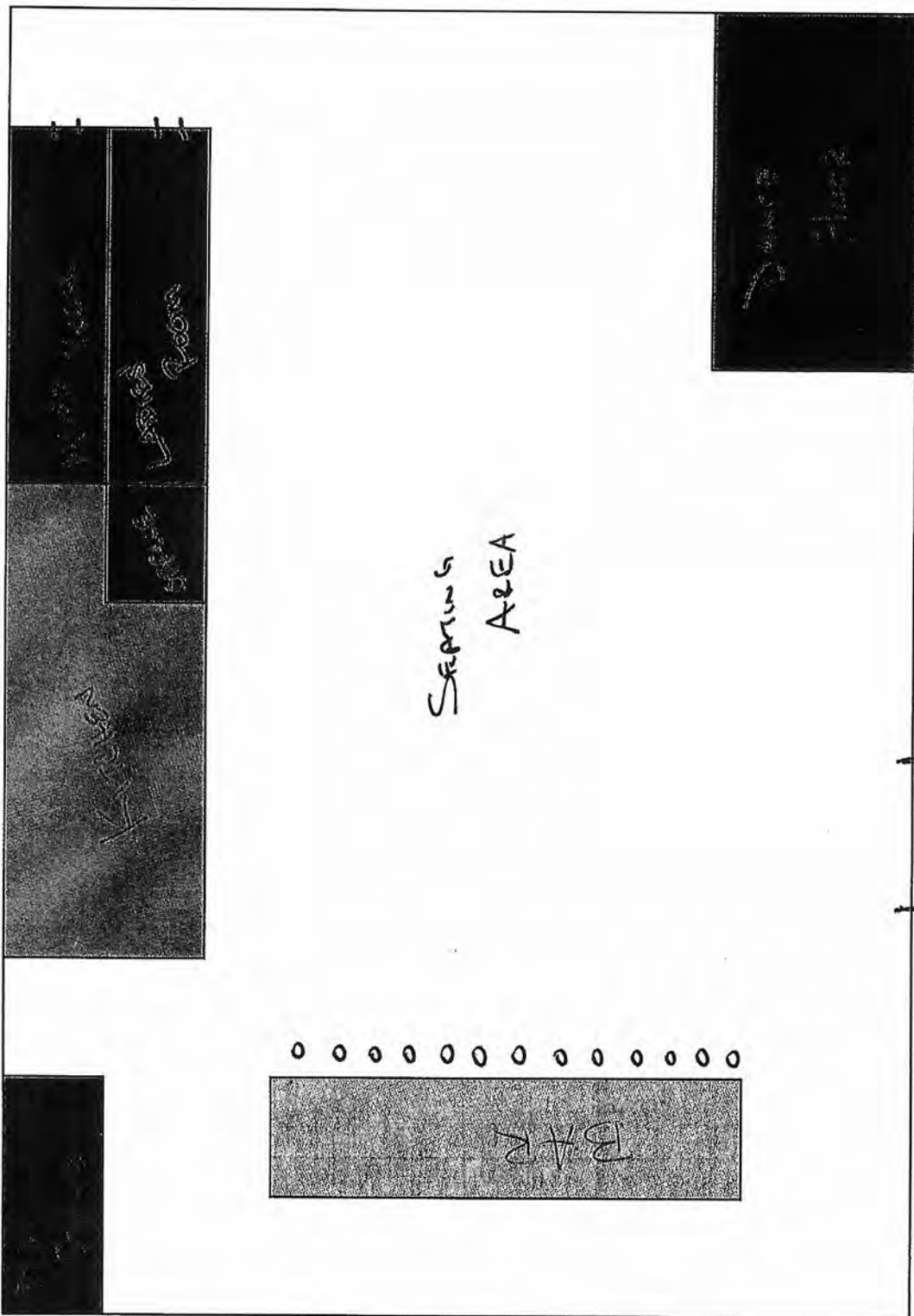
Ait 3 wireless	7840 Olive Blvd
Kenneth Parker (unique KUTZ)	7801 Olive
Zandra Jones (Twisted Shave)	7852 Olive
Chinabong (Chinabong)	7848 Olive
Damon Martin	MAN & WOMAN'S WORLD SALON 7821 OLIVE BLVD

Chai-Pei Lu	CITIZEN RES LU
Clayton Building Partnership	
7804-7900 Olive Blvd	U-City
Dollar General	7900 OLIVE BLVD

(Attach additional sheet if necessary)



ETB Enterprises LLC
d/b/a Elmo's Love Lounge
7828 Olive Blvd
University City, MO 63132



— Olive Blvd —

ST. LOUIS COUNTY
BOARD OF ELECTION COMMISSIONERS
725 NORTHWEST PLAZA DRIVE
ST. ANN, MO 63074



RETURN SERVICE REQUESTED

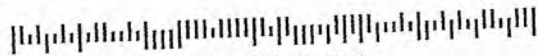
NONPROFIT ORG
US POSTAGE
PAID
SAINT LOUIS, MO
PERMIT NO 2160

CUT ALONG DOTTED LINE

SPL.023 - Spanish Lake
73664876



Saint Louis
COUNTY
ELECTION BOARD
IDC2017



*****ECRWSS**C 006

Roy L Miller JR
12921 Covington Gardens Dr
Saint Louis MO 63138-1528

202
202 188546

Voter Identification Card



Real Estate Tax Amounts Due

This page shows all the real estate tax amounts that are due on the parcel described below. If no taxes are due then the last tax payment information is shown.

If you have any questions you can contact the Collection Division via phone or email. For contact information click here.

No Taxes Are Due

Effective 3/7/2018.

Locator Number: 07E430300
Owner Name: Miller Roy L Jr
Property Location: 12921 Covington Gardens Dr
Subdivision: Country Village Plat 5
Block Number:
Lot Number: 172
School Sub Code: 139DF
Legal Description: 1 24 75
Assessed Value: The 2018 total assessed value will not be available until the end of May.

Real Estate Taxes Paid:

Locator Number - 07E430300							
Tax Year	Tax	Interest	Penalties	Other Charges	Total Tax	Amount Paid	Date Paid
2017	\$2,242.89	\$0.00	\$0.00	\$28.00	\$2,270.89	\$2,270.89	12/1/2017

The **Other Charges** amount may include charges and fees for:

- Bad Check/Returned Payment Fees (\$25.00 each)
- Commercial surcharges.
- Sewer lateral fee, which is an amount determined by your jurisdiction but is often \$18, \$28 or \$50.
- Special assessment charges, interest and penalties.
- Surcharge interest and penalties.

[Show Tax Rates Information](#)

[Show Print Page](#)

Divisions:

- ▶ Board Of Equalization
- ▶ Collection
- ▶ Licensing
- ▶ Recorder of Deeds

- Revenue Home
- Revenue Site Map
- Revenue Office Information
- Revenue Contact Us
- Property Value Appeals
- Real Property Tax Sale
- Post Third Sale Offerings
- Trustee Office
- County Assessor

- Collection Division
- Pay Your Taxes Online
- Personal Property Information
- Real Estate Information
- Tax Rates Summary
- Your Tax Rates
- Subdivision Information

How To

- How can I pay my taxes?
- How can I get a personal property tax receipt?
- How can I get a real estate tax history statement?

Forms

- Address Change for Personal and Real Estate Property Tax Billing [A-1-14](#)
- Certificate Of Value [A-1-14](#)
- Remove Name From Online Name Searches [A-1-14](#)
- Property Tax Installment Payment Program [A-1-14](#)

[St. Louis County Revenue](#) | [About Us](#) | [Contact Us](#) | [Privacy Policy](#)

Search Input:

Locator Number

12921

Covington Garc

1 Record Found

Page 1 of 1



Saint Louis COUNTY POLICE

Colonel Jon M. Belmar
Chief of Police
7900 Forsyth Boulevard
St. Louis, Missouri 63105
Voice/TTY (314) 889-2341

BUREAU OF CENTRAL POLICE RECORDS - (314) 615-5317

ARREST RECORD INFORMATION

**RECORD CHECK INFORMATION REFLECTS ARREST/CRIMINAL INFORMATION FOR
ST. LOUIS CITY AND ST. LOUIS COUNTY ONLY**

DOES NOT INCLUDE TRAFFIC VIOLATION INFORMATION

RECORD CHECK APPLICATIONS WILL NOT BE ACCEPTED BY FAX

SECTION A: MUST BE COMPLETED PERSONALLY BY INDIVIDUAL REQUESTING RECORD CHECK

NAME Roy L. Miller JR RACE _____ SEX M HT 6 WT 4
ADDRESS: 12921 COUNINGTON FARMS DATE OF BIRTH _____
CITY ST LOUIS STATE MO ZIP 63138 PLACE OF BIRTH ST LOUIS
SOCIAL SECURITY # _____

THIS INFORMATION IS CURRENT AS OF 12/12/17 BUT MAY NOT FULLY REFLECT DISPOSITIONS
INSTITUTED THEREAFTER IN THE JUDICIAL PROCESS OR DURING JUDICIAL REVIEW.

I authorize the St. Louis County Police Department to release arrest/conviction information concerning myself which is on file at the Regional Justice Information Service in compliance with Chapter 610, Revised Missouri Statutes. I further understand that I am required to provide satisfactory verification of my identity prior to release of this information and that I am subject to a fee in accordance with County ordinance. The intent of the record check is for:

- ☒ St. Louis City and St. Louis County arrest/conviction information - OPEN RECORDS ONLY
☐ Record challenge (St. Louis County arrest/conviction information - BOTH OPEN AND CLOSED RECORDS)
☐ Child care and nursing home employment

OFFICIAL NOTICE OF DISCLAIMER

THE RECORD INFORMATION SHOWN ON THIS FORM INCLUDES OPEN ARREST INFORMATION AND CERTAIN CLOSED INFORMATION WITHIN ST. LOUIS COUNTY AS DEFINED BY MISSOURI STATE STATUTE. THIS **INCLUDES** ARRESTS AND CONVICTION INFORMATION WITHIN ST. LOUIS COUNTY AS WELL AS CONVICTION INFORMATION **ONLY** FOR ST. LOUIS CITY. The information provided is based on comparison of our records with the name, race, sex, age, date of birth and social security number provided by the applicant and, to the best of our knowledge, the information provided belongs to the applicant. Since the only positive means of identification is through fingerprinting and fingerprinting was not part of this record check, the Police Department cannot state unequivocally the record belongs to the applicant.

Roy L. Miller
Signature

12-12-17
Date of request

SEE REVERSE SIDE FOR ARREST RECORD INFORMATION



"Committed to Our Citizens Through Neighborhood Policing"

K - 1 - 16

DEFINITIONS

THIS INFORMATION IS FOR
AND NURSING HOME EMPLOYMENT

1. **Open Arrest Records** - Reflects that a person has been arrested and charged and has either been: 1) convicted in court; or 2) the case has not yet been heard in court. ***IF THE CASE HAS NOT YET BEEN RESOLVED IN COURT, THE INDIVIDUAL IS NOT CONSIDERED GUILTY UNDER THE LAW. AN ARREST IS NOT CONSIDERED A CONVICTION.***
2. **Suspended Imposition of Sentence (SIS)** - Suspension of sentence is a suspension of active proceedings in a criminal prosecution. It is not a final judgment or the equivalent of "no prosecution" nor does it represent a discharge of the accused. A disposition of "suspended imposition of sentence" becomes a closed record upon successful completion of probation.

SECTION B: TO BE COMPLETED BY BUREAU OF CENTRAL POLICE RECORDS (COUNTY POLICE)

The Commander, Bureau of Central Police Records, St. Louis County Police, Missouri, hereby validates the record information noted below. Not valid without signature and raised official Police Department seal.

A SEARCH OF ST. LOUIS
CITY FILES IS NOT
INCLUDED IN THIS RECORD

Commander, Central Police Records, per Clerk

THIS RECORD CHECK
CONTAINS AN OPEN RECORD
WITHOUT A DISPOSITION
clerk 12.12.17 4481

[illegible]



Colonel Jon M. Belmar
Chief of Police
7900 Forsyth Boulevard
St. Louis, Missouri 63105
Voice/TTY (314) 889-2341

INSTRUCTIONS FOR UPDATING ARREST RECORDS

YOU WILL HAVE TO CONTACT THE MUNICIPALITY LISTED ON YOUR RECORD CHECK FORM REGARDING YOUR ARREST. THAT DEPARTMENT MUST UPDATE THE COMPUTER ARREST RECORD TO REFLECT THE FINAL OUTCOME (DISPOSITION) OF THAT ARREST.

WHEN THAT HAS BEEN COMPLETED, BRING THE ORIGINAL RECORD CHECK BACK TO THE RECORD ROOM. YOUR ARREST RECORD WILL THEN BE RE-CHECKED AND UPDATES WILL BE REFLECTED IN A NEW RECORD CHECK. THERE IS NO ADDITIONAL CHARGE FOR THIS REQUEST IF MADE WITHIN 30 DAYS, HOWEVER, YOU WILL BE ASKED TO FILL OUT A NEW RECORD CHECK FORM. THIS FORM WILL TAKE APPROXIMATELY TWO DAYS TO PROCESS, AND THEN IT WILL BE MAILED TO YOU.

THANK YOU.

123273 (07/09)



TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

ELMOS LOVE LOUNGE
7828 OLIVE BLVD
UNIVERSITY CITY, MO 63130-2034

DATE: 03/12/2018
VALID THROUGH: 06/12/2018
UNIVERSITY CITY

CERTIFICATE OF NO TAX DUE

MISSOURI ID: 22169652
Notice Number 2001292664

To Whom It May Concern: The Department of Revenue, State of Missouri, certifies the above listed taxpayer has filed all required returns and paid all sales or withholding tax due, including penalties and interest, and does not owe any sales and withholding tax, as of March 11, 2018. This review does not include returns that are not required to be filed as of this date or that have been filed but not yet processed by the Department.

This statement only applies to sales and withholding tax due and is not to be construed as limiting the authority of the Director of Revenue to assess, or pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

TAXATION DIVISION

MISSOURI - DIVISION OF ALCOHOL AND TOBACCO CONTROL - LICENSE

THIS LICENSE MUST BE POSTED ON THE PREMISES IN FULL PUBLIC VIEW

RETAIL LIQUOR BY DRINK

222415

\$300.00

DUPLICATE

EXPIRATION DATE: JUNE 30, 2018

EFFECTIVE DATE: FEBRUARY 13, 2018

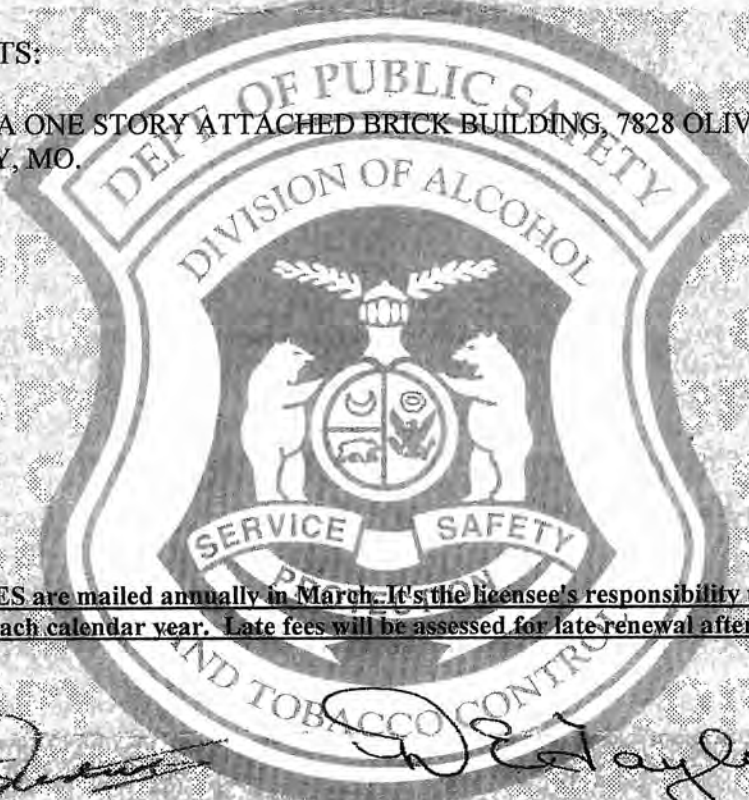
ST. LOUIS CO.

BUS. STRUCTURE: LMTD LIABILITY

MANAGING OFFICER OR PARTNERS: ROY L MILLER

SPECIAL PERMITS:

FIRST FLOOR OF A ONE STORY ATTACHED BRICK BUILDING, 7828 OLIVE BLVD.,
UNIVERSITY CITY, MO.



RENEWAL NOTICES are mailed annually in March. It's the licensee's responsibility to pay the required fee by MAY 1ST of each calendar year. Late fees will be assessed for late renewal after MAY 1ST.

DIRECTOR OF PUBLIC SAFETY

ACTING SUPERVISOR OF ALCOHOL AND TOBACCO CONTROL

ETB ENTERPRISES LLC
ELMOS LOVE LOUNGE
7828 OLIVE BLVD.
UNIVERSITY CITY, MO 63130

LICENSE NOT TRANSFERABLE

K - 1 - 20



Council Agenda Item Cover

MEETING DATE: May 14, 2018

AGENDA ITEM TITLE: Interfund Loans Policy and Transactions

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: The General Accepted Accounting Principle (GAAP) describes financial interactions between funds of the primary government as "*Interfund Activity*". In addition, the interfund activity can be categorized as Reciprocal which includes interfund loans and interfund services provided and used, and Non-reciprocal which includes transfers and reimbursements.

Interfund Loans often described as advances and are reported as an asset of the lending fund (receivable) and as a liability of the borrowing fund (payable).

As a result of FY 2017 year-end audit, the following funds need to borrow from the General Fund, if the City Council approved the Interfund Loans Policy:

Lending Fund	Borrowing Fund	Amount	Purpose	Interest Rate	Term (Year)
General Fund	Public Safety Sales Tax	\$6,000,000	Police Station Design and Construction	1.25%	12
General Fund	Parking Garage	500,000	Operations	1.25%	10
General Fund	Golf Course	500,000	Operations	1.25%	10
General Fund	Park and Storm Water Sales Tax	200,000	Projects in progress	1.25%	5

RECOMMENDATION: Approve Interfund Loans Policy and the interfund borrowing from the General Fund as stated above.

ATTACHMENT: Interfund Loans Policy



City of University City - Interfund Loan Policy

PURPOSE

To outline the requirements and responsibilities regarding the use of interfund loans as financing resource to address cash flow needs in city operations or capital financing plans.

DEFINITIONS

Interfund loans are loans from one City fund to another City fund for a designated purpose.

POLICY

Interfund loans are to be characterized as either operating or capital and shall meet the following requirements consistent with their character. For the purpose of this policy, a loan is defined as a movement of monies between funds with a definite plan to repay the money within a specified period of time. The following provides additional clarification:

1. Interfund loans between the General Fund, the Capital Projects Funds, Special Revenue Funds and the Proprietary Funds may be used to alleviate a cash deficiency. The loan shall account for borrowing between funds and shall not be available for appropriation or be considered revenue to the borrowing fund.
2. Transfers among funds that will be repaid within 30 days are not considered interfund loans unless the recipient fund receives such transfers in successive 30 day periods.
3. Temporary cash advances (negative cash balances within a fund) necessary for short-term cash flow purposes that are cleared prior to the close of a fiscal period are not considered loans.
4. Negative balances within funds established to account for cost-reimbursable grants (grants that require expenditure of funds in advance of the receipt of grant funds) will not be considered loans for the purposed of this policy.
5. Total interfund loans outstanding shall not exceed 25% of the City's combined cash balance (excluding debt service funds, funds containing bond proceeds, or other restricted cash balances) as shown on the last day of the immediately preceding fiscal quarter. In addition, interfund loans shall not exceed the greater of:
 - a) 40% of available unrestricted fund balance of the lending fund, or
 - b) 20% of annual "total revenue" plus "other financing sources" of the lending fund, both as determined in accordance with GASB 34.
6. An interfund loan shall not exceed 144 months (12 years) in duration unless otherwise stated in the adopting ordinance or resolution.
7. Interfund loans shall be assessed simple interest at a rate that is equivalent of the actual earnings rate in the City of University City Investment Pool, unless otherwise stated in the adopting ordinance or resolution. Interfund loans may be repaid in advance without any additional accrual of interest (if applicable) or any other penalties.

8. Interfund loans will be granted only after it has been demonstrated that reasonable consideration was given to other potential resources available to the fund and when the loan is required to meet a pressing need or to take advantage of a special opportunity.

9. Interfund loans may be made only if there is a likely expectation that the fund receiving the loan will have the ability to repay it. In other cases, the use of an interfund transfer should be considered for appropriateness.

10. Interfund loans shall not be made from the following funds or restricted resources:

- a) From debt service funds;
- b) From monies restricted to specific uses under constitutional provisions unless the purpose of the loan is an allowed use under constitutional provisions
- c) From funds otherwise restricted by law, bond covenants, grantor requirements, City ordinance or resolution for specific uses, unless the purpose of the loans is an allowed use under those restrictions or the restricting entity approves the loan transaction.
- d) Interfund loans are not to be used to balance the ongoing operating budget of the borrowing fund.

PROCEDURE

Interfund loans will be properly accounted for. All interfund loans and repayments will be promptly recorded in the city's financial system. Interfund loans receivable and interfund loans payable will be reconciled on a quarterly basis. Payables and receivables should be in balance at all times. Interfund loan payments do not affect revenues or expenditures. The original interfund loan and repayments of the loan are recorded as non expenditure disbursements and nonrevenue receipts. Revenues and expenditures are not affected by the payment or repayment of interfund loans. Loan interest on an interfund loan will be recorded as revenue to the loaning fund and an expenditure of the fund receiving the loan. Loan interest payments are treated as quasi-external transactions.



Council Agenda Item Cover

MEETING DATE: May 14, 2018

AGENDA ITEM TITLE: Telephone System Maintenance Agreement

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: The City has had the existing phone (Mitel) system installed and maintained by Tech Electronic since 2012 as a result of the competitive bid. The company has provided a full coverage of maintenance, including unlimited training and support for all users and administrative individuals, all parts and labor coverage for 24/7, software upgrades, help desk and annual preventive inspection. The table below displays the annual maintenance contract cost from 2012, 2015 and 2018:

From-To	Annual Cost	
	Three Year Term	Five Year Term
2018-2020	\$ 10,728	\$ 7,932
2015-2017	10,416	N/A
2012-2014	11,052	N/A

This time, Tech Electronic offered the City a five year term with approximately \$7,932.00 per year or \$39,660 for five years; a cost saving of nearly \$14,000.

RECOMMENDATION: Authorize City Manager to sign a contract with Tech Electronics for a full coverage maintenance agreement for a five year term.

ATTACHMENT: Tech Electronic Maintenance Contract

City of University City

CONT20181210

Full Coverage Telephone System Maintenance Agreement

The total for a FULL COVERAGE Maintenance Agreement for a **five year term** is \$39,660.00. Annual payment \$7,932.00

City of University City will not be locked into a five year agreement. If you want to cancel the agreement for any reason, you will need to write a letter stating that you want your maintenance agreement canceled with a specific date of cancellation.

The maintenance agreement will cover the following:

ALL Parts and Labor coverage 24x7

Any Available Software Upgrades including technician labor for the Mitel Systems.

Unlimited training on all systems (User and Admin)

Unlimited Help Desk (over the phone support from 8:00 am to 5:00 pm)

Annual preventative maintenance inspection

Exclusions:

Hardware required for software upgrade

Battery Back Up (UPS)

Wireless Headsets (not provided by Mitel)

Cordless Phones (not provided by Mitel)



PREVENTATIVE MAINTENANCE AGREEMENT

6437 Manchester Avenue, St. Louis, MO 63139
 PHONE: (314) 645-6200 | FAX: (314) 951-7750 | www.techelectronics.com

Tech Electronics, Inc. ("TE") will perform the scope of services as stated below on the following system(s) collectively referred to herein as the "System"

Site Name	Site Address of System	System Description	System Serial Number
City of University City	6801 Delmar Blvd. University City, MO 63130	Mitel 3300 ICP (SX200 Equipment)	PJ0508310002-1
City of University City	6801 Delmar Blvd. University City, MO 63130	Mitel NuPoint Messenger	PJ0508310002-2
City of University City	6801 Delmar Blvd. University City, MO 63130	Mitel MiVoice Border Gateway	SC1504210001
City of University City	6801 Delmar Blvd. University City, MO 63130	Mitel Application Server MAS	SC1504210002
City of University City	6801 Delmar Blvd. University City, MO 63130	Mitel 3300 ICP	PJ1209270003-1
Ruth Park Golf Course	8221 Groby Rd. University City, MO 63130	Mitel 3300 ICP	PJ0508310002-1N2
City of University City – Fire House #1	863 Westgate Ave. University City, MO 63130	Mitel 3300 ICP	PJ0508310002-1N4
City of University City Central Garage	1015 Pennsylvania Ave. University City, MO 63130	Mitel 3300 ICP	14768PB972401-1S2
Centennial Commons	7210 Olive Blvd. University City, MO 63130	Mitel 3300 ICP	PJ0508310002-1N3
City of University City – Fire House #2	1045 North & South University City, MO 63130	Mitel 3300 ICP	PJ0508310002-1N1

<u>Scope of Services:</u>	<u>Included</u>	<u>Not Included</u>
1. TE to furnish all unscheduled, on-call remedial maintenance as required following Customer notification that the system is inoperative. TE shall respond within four (4) hours, twenty-four (24) hours a day, seven (7) days a week after receiving notification of a major malfunction. A major malfunction is defined as no incoming or outgoing telephone service, or no station to station within Customer's system. All other maintenance service requests will normally be responded to within twenty-four (24) hours of the Customer's request between the hours of 8:00 AM and 4:30 PM, Monday through Friday. All labor to perform required service repair and maintenance on the System is included in this agreement. Labor covered under the Preventative Maintenance Agreement does not include labor to perform	<input checked="" type="checkbox"/>	<input type="checkbox"/>

moves, adds and changes on the System or software upgrades that are not related to System performance issues (see section 6 for Software Upgrades and Support).		
2. Maintenance will include replacement parts deemed necessary by TE. All parts will be furnished on an exchange basis and will be new standard parts or parts of equal quality. Exchanged parts removed from the system become the property of TE. This excludes UPS, third party headsets and cordless phones.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Maintenance will include power surge protection from natural and/or artificial sources. Protection includes all parts and labor deemed necessary by TE to repair the system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. TE will provide <u>one</u> System Inspector to perform an annual inspection of the System (the "Services"). Inspection of system to be performed by a trained Tech Electronics System Inspector. The Customer shall provide an employee as required to assist Tech Electronics' Technician during the inspection of the Voice system. Inspection to include the following.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><u>Control Equipment / Head End:</u></p> <ul style="list-style-type: none"> ▪ Check ventilation and temperature of equipment room ▪ Inspect accessible cabling in wiring closet; organize and label if needed ▪ Inspect and clean all filters ▪ Inspect and clean all cooling fans ▪ Inspect all system components ▪ Inspect all station cabling and connections <p><u>Power:</u></p> <ul style="list-style-type: none"> ▪ Inspect and test any battery back-up or UPS ▪ Inspect power circuit dedication, isolation and grounding <p><u>Performance and Protection:</u></p> <ul style="list-style-type: none"> ▪ Where applicable, monitor traffic reports and logs for usage, provisioning and errors ▪ Perform a database save ▪ Validate IP addressing ▪ Validate software version and recommend upgrades when applicable ▪ Validate integrity of remote access capability <p><u>Reports and Repairs from Inspection:</u></p> <ul style="list-style-type: none"> ▪ A written report will be provided to Customer upon conclusion of the inspection detailing the test results of each field device and main control cabinet functionality. Each field device will be noted as a "pass" or "fail" during the inspection. TE may perform repair of items that have failed at the current "time and materials" rate minus the twenty percent discount. A written estimate containing a fixed price for repairs may also be provided to the Customer upon 		

request.		
5. TE to provide priority scheduling of all service requests on the System. Priority scheduling specifically means that the System shall receive priority scheduling over communication systems that are not covered under a preventative maintenance contract.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Customer will have direct access to TE's after hours service dispatch. Refer to Scope of Services Section 1 for appropriate labor charges.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. TE provides a dedicated technical help desk at no additional charge for supporting Customer inquiries regarding system performance and/or remote trouble resolution. Advice and assistance through telephone and email support is available for service related items during normal business hours (8:00 am to 5:00 pm C.S.T.) Monday thru Friday excluding statutory holidays.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>8. TE to provide system software upgrades and support as defined below:</p> <p><u>Software Upgrade & Support Plan</u></p> <ul style="list-style-type: none"> ▪ The Software Upgrade and Support Plan applies to Proprietary System Software only and provides the customer with major updates and minor update releases during each year of this agreement. The features of new software releases may require hardware upgrades for proper operation. TE will provide PC specifications to Customer as provided to TE by System Manufacturer. It is the responsibility of the Customer to procure and install any required hardware upgrades. This is not included in the price of this maintenance agreement and will be billed at TE's current time and material rate. ▪ Provide manufacturer technical bulletins and alerts bulletins as appropriate. ▪ Provide manufacturer software updates and patches. ▪ Provide eight (8) hours of labor to install and/or apply any software updates and patches. <p><u>Services and Material EXCLUDED</u></p> <ul style="list-style-type: none"> ▪ Any customer provided hardware and/or software ▪ Any required computer hardware upgrades ▪ Labor to install and/or apply any required hardware upgrades is not included 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. TE to provide unlimited system administrator training at no additional charge. Training will be performed by a trained Tech Electronics' System Trainer or Technician. Training is available during normal business hours (8:00 am to 5:00 pm C.S.T.) Monday thru Friday, excluding statutory holidays.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

10. TE may provide Customer service performance reports as requested by the authorized Customer contact. Such reports identify number of service work orders generated and various service performance levels by TE such as average number of trips to complete work orders, service response times, number of service calls per system, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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This Preventive Maintenance Agreement (this "Agreement") is made this _____ day of _____, 20____, by and between Tech Electronics, a(n) Missouri corporation ("TE") and City of University City, 6801 Delmar Blvd. University City, MO 63130, ("Customer").

1. Services.

1.1 Type of Services. TE agrees to provide Services (as defined in Schedule A, attached hereto and incorporated by reference herein) with respect to the System(s) as defined in Schedule A. If Customer desires TE to provide any additional services other than as set forth herein, then any such additional services shall only be furnished pursuant to a separate agreement.

1.2 Service Limitations. If maintenance service is requested because of causes other than normal wear and tear or breach of a warranty provided by TE, the service will be provided at TE's per call rates and terms then in effect. Some examples of causes other than normal wear and tear include: unauthorized attempts by other than TE personnel to move, alter, tamper with, repair, maintain or modify the System or its component parts; catastrophe; failure of equipment not maintained by TE or of equipment not covered by this Agreement; fault or negligence of Customer; operator error, improper use or misuse of the equipment; improper use of expendable items which do not meet the manufacturer's specifications; causes external to the equipment such as, but not limited to, transportation or fluctuations of humidity, temperature, power surges and lighting. Maintenance service does not include (i) operating supplies, accessories, cleaning supplies or other expendable items necessary for Customer preventive maintenance; (ii) paint or refinishing the equipment or furnishing materials for this purpose; (iii) electrical work external to the machines or maintenance of accessories; (iv) batteries or lamps; (v) alterations, attachments or other devices not furnished by TE unless specifically noted herein; (vi) moves, adds or changes of software and/or System hardware not related to maintenance of the System; or (vii) foreign connections, including fiber connection, network connections and telephone connections not described on Schedule A.

1.3 Customer's Responsibilities. During the term of this Agreement, Customer shall (i) furnish to TE in writing and on a continuing basis a list of the names and telephone numbers of persons authorized to place service requests on behalf of the Customer and/or from whom TE representatives should obtain authorization in performing service on the System, provided that if no such list is furnished or the Customer does not require such contacts to be the exclusive authorized contacts as provided by this Agreement, TE may accept service or other requests from any Customer representative; (ii) not tamper with, disturb, injure, misuse, abuse, remove or otherwise interfere with the System, nor permit the same to be done, and shall indemnify and pay to TE the cost of repair or replacement of any loss or damage to the System, including but not limited to loss by fire, earthquake, riot, vandalism, flood or other damage or destruction; (iii) maintain, repair, service, and/or assure the operation of any other property, system or any device of Customer or of others to which the System may be attached or connected, including, by way of example but not limited to, sprinkler systems, Customer provided equipment and/or software, and door closures, and to redecorate any portion of Customer's premises affected by the removal of all or part of the System; (iv) to provide uninterrupted 110 volt A.C. power at

location(s) through Customer's meter and at Customer's expense; (v) to the extent that the System is under Customer control: (a) to carefully and properly set the System immediately prior to the closing of the premises and carefully test the System, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that TE is unable to detect such changes, and accordingly, that "walk tests" in the area or areas of such coverage are necessary to insure that adequate sensitivity is maintained. Customer shall immediately report to TE any claimed inadequacy in, or failure of, the System; (b) to turn off or remove all devices which are the source of air turbulence or a movement which may interfere with the effectiveness of the System, and particularly space protection components of the System, during closed periods while the System is on; and (c) to refrain from causing false alarms through the carelessness of Customer, failure to maintain the premises in a suitable and safe condition, or the malicious or accidental use of the System, and to reimburse TE for payment of any false alarm fine, penalty, or fee assessed against TE by any governmental or municipal agency as a result of such false alarms and, in addition, to bear the expense of the cost of any TE response to such false alarms; (vi) to notify TE immediately of equipment failure and allow TE full and free access to the equipment. Waiver of liability or other restrictions shall not be imposed by Customer as a site access requirement. Also, Customer shall allow TE to use necessary machines, communication facilities, features and other equipment (except as normally supplied by TE) at no charge; (vii) control site environmental conditions by maintaining temperature and humidity levels appropriate for all computer portions of the System. Customer shall maintain (a) a temperature of 18 degrees to 24 degrees Celsius (65 degrees to 75 degrees Fahrenheit with a maximum change of 6 degrees Fahrenheit per hour) and (b) a humidity of 40% to 60% (non-condensing); (viii) notify TE of any alterations, remodeling, fixture or structural changes, and to bear the cost of changes in the System required as a result which are authorized by Customer; (ix) unless otherwise provided on Schedule A, provide TE with extension ladders, powered lifts or scaffolding where required for inspection of System equipment. Customer shall move, at its own expense, any heavy equipment or obstacles which TE indicates must be moved to permit inspection and/or service of the System; (x) have a representative on Customer's premises during TE's performance of maintenance services hereunder; (xi) to facilitate TE's performance of maintenance services, provide reasonable facilities such as, but not limited to, secure storage space, a designated work area with adequate heat and light, and access to a local telephone line, with such facilities to be provided upon request and at no charge to TE; (xii) pay all false alarm assessments, charges for service caused by telephone line problems, taxes, fees and charges imposed by any governmental authority on or relating to the System; (xiii) arrange, at its own expense, for telephone line and telephone interface or interconnection to be installed by the telephone company in accordance with standard procedures; (xiv) secure, at its own cost and expense, whatever permission, permits or licenses that may be necessary from the required authorities (including utility companies) for installation, monitoring and/or repair of the System. Customer shall pay or reimburse TE for all taxes, fees or charges,

including sales/use tax, personal property tax, licenses and permit fees imposed by any governmental authority (including utility companies) relating to the Services provided; (xv) ensure that all alarms, valves, tanks, pumps, compressors, inspector test connections, or other elements of any sprinkler system, are or will be corrected at Customer's expense so as to be acceptable to the insurance carrier, fire rating bureau or agency or other authorities having jurisdiction when equipped with TE signaling devices; (xvi) obtain and maintain passwords and other network security adequate to insure protection against loss of information or data network operations. Customer acknowledges and agrees that if Customer ties the System, or any part thereof, with its computer network, TE shall not be responsible for any viruses, data corruption, hacking or other breaches of network security; and (xvii) provide TE with access to and use of Customer's local area or wide area network, including all passwords as necessary to enable such access. Any System components that require interface with Customer's local area or wide area network must comply with the specifications provided by the System's manufacturer. It is Customer's responsibility to ensure that such compatibility is maintained while the System is covered under this Agreement. In the event that the System experiences problems that are suspected to arise from compatibility issues and/or if needed repairs or modifications to Customer's local area or wide area network, or for any other reason, Tech will devote a maximum of four (4) hours troubleshooting and repairs at its own expense. After the four (4) hours are used, Customer may choose to either give authorization to pay Tech on a time and material basis at its current service charges to continue troubleshooting and repairs or may hire a third party to make the required repairs and or modifications to the local area or wide area network at its own expense. If such written authorization is not granted to TE within a time period specified in writing by TE to Customer, or if Customer fails to take the corrective actions required to make its local area network or wide area network compatible with the System, this Agreement shall terminate automatically and Customer shall pay TE for all of its costs.

1.4 Movement of Equipment. To permit continuity of service under this Agreement, Customer shall give TE at least thirty (30) days prior written notice of its intent to move any equipment comprising part of the System. TE personnel shall supervise the dismantling and packing/unpacking of the equipment and shall inspect and reinstall the equipment at the new location, and charge Customer for all such labor and materials provided at its then-current rates and terms. The monthly charges hereunder shall be suspended when the System is dismantled and reinstated on the day following equipment reinstallation and acceptance by TE at the new location. TE shall be under no obligation to furnish continued Services (preventive or remedial) under this Agreement if any part of the System is moved from its location of initial installation and/or reinstalled without the prior written approval of TE.

1.5 Authorization of TE. Customer hereby authorizes and empowers TE, its agents or assigns, if required by this Agreement, to: (i) to perform any necessary Services as required to be performed by TE hereunder; and (ii) enter Customer's premises in the event of an emergency occurring during periods of Customer's apparent or actual absence for the purpose of making emergency repairs to the System, but only if Customer has furnished TE with a key to its premises. TE assumes no liability for any delay, however caused, in the installation of the System or for interruption of Services, due to strikes, fires, power failures, interruptions or unavailability of telephone service, acts of God, or any other cause beyond the control of TE. Notwithstanding the foregoing, TE shall have no obligation to enter Customer's premises without being asked to do so by Customer.

2. Payment Terms.

2.1 Fees; Payment. Customer agrees to pay TE quarterly for preventive maintenance services based on the monthly amount set forth below plus any taxes and fees, payable in advance on the first day of each quarterly billing period during the term of this Agreement:

\$ 661.00 per month

2.2 Fee Increase. TE shall have the right to increase the recurring service charges set forth in Section 2, upon written notice to Customer, at any time or times after the date service is operative under this Agreement. Customer agrees to notify TE of any objection to such increase in writing within 20 days after the date of the notice of increase, failing which it shall be conclusively presumed that Customer has agreed to such increase. In the event Customer objects to such increase, TE may elect, at its option, to (i) continue this Agreement under the terms and conditions in effect immediately prior to such increase, without notice to Customer, or (ii) terminate the Agreement upon 15 days written notice to Customer.

2.3 Expansion of System. If, during the term of this Agreement, Customer expands the System, TE may, in its sole discretion, increase the recurring service charge commensurate with the expansion of the System, in which case TE shall send Customer an additional invoice with such fee prorated over the remaining term of this Agreement. Customer agrees to pay such fee, as increased hereunder, for the remainder of the term of this Agreement.

2.4 Additional Charges to Customer. Customer acknowledges and agrees that Customer is responsible for the following additional costs: (i) discontinued or obsolete hardware and software. In the event the hardware and/or software components on the System are discontinued or rendered obsolete by the manufacturer, then Customer agrees to pay the additional costs to modify and/or purchase the replacement hardware and/or software necessary for the System to function properly as reasonably determined by TE; (ii) increased service charges of software or System manufacturer. In the event such manufacturer increases service charges to TE after the effective date of this Agreement, Customer agrees to pay the additional costs; (iii) additional charges, imposed at the discretion of TE, in the event that Customer's software is not maintained at the current manufacturer's software version; (iv) any taxes or fees imposed by local ordinances on the System or the maintenance thereof; (v) costs to maintain all Customer provided hardware and software in order to maintain compatibility with the System as the System hardware and/or software is upgraded throughout the term of this Agreement; and (vi) service fees and costs in connection with curing an Event of Default pursuant to Section 8.2. In such cases, TE reserves the right to add a special processing fee as well. All such additional charges shall be payable in accordance with the terms of TE's invoice for same.

3. Software Sublicense.

3.1 Right To Distribute and Sublicense; Restrictions. TE has acquired from one or more third parties (each a "Third Party") the right to distribute and sublicense certain Third Party software (the "Software") for use in conjunction with the System. TE hereby grants to Customer a non-exclusive, non-transferable sublicense to use the Software in the System. Customer acknowledges that TE is only a licensed distributor, and not the creator, owner or manufacturer, of the Software. TE shall assign to Customer all of its rights and interests in and to any warranty or indemnity offered in connection with the Third Party Software that are assignable by TE.

3.2 Third Party Software Terms and Conditions. Customer shall comply with all Third Party terms and conditions applicable to the maintenance of the Software, including but not limited to any requirements to enter into a separate software support and/or maintenance agreement with the applicable Third Party manufacturer, creator or owner and paying all associated maintenance and/or service fees associated therewith. In the event Customer fails to comply with any provisions of the Third Party maintenance terms and conditions, then (i) TE may terminate this Agreement immediately and (ii) any additional Services provided by TE that are requested by Customer shall be on a time-and-materials basis at TE's then-current services rates.

3.3 Third Party Beneficiary. Customer acknowledges that the provisions contained in this Section 3 are intended to protect the Third Party manufacturers, creators and/or owners of the Software; accordingly, each Third Party shall be deemed a third party beneficiary

with respect to this Section 3 and shall have the right to enforce this Section as appropriate against Customer.

3.4 Software Release Levels. Customer shall, at Customer's sole cost and expense, maintain the Software at the then-current version or release of the Software; otherwise (i) Customer may not be eligible to receive Services hereunder, (ii) TE may terminate this Agreement immediately and (iii) any additional Services provided by TE that are requested by Customer shall be on a time-and-materials basis at TE's then-current services rates.

4. Term and Termination.

This Agreement shall begin on the date of TE's execution of this Agreement, and shall continue for a period of 5 years after the first day of the month next following said date. Thereafter, this Agreement shall renew automatically for successive periods of one year unless either party gives the other party written notice of termination not later than the 30th day before the last day of the then-current term. Notwithstanding the foregoing, this Agreement may be terminated pursuant to Sections 1.3(xvii), 2.2, 3.2, 3.4, 8.2 and 9.3 of this Agreement.

5. Warranties and Indemnification.

5.1 General Warranty. TE warrants that any goods furnished hereunder will be free from defects and that any Services performed will be done in a workmanlike manner. If any failure to conform to this warranty be found within 30 days from the date such goods are installed, TE will correct such nonconformity by replacement of defective material and parts or by making other suitable repairs. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DISCLAIMED BY TE. TE does not represent or warrant that Customer's fire, alarm, security, telephone and/or other communications system (the "System") will not be compromised or circumvented, that the System will prevent any loss by burglary, hold-up, fire or otherwise, or that the System will in all cases provide the protection for which it is installed or intended or protect Customer from all losses. Customer acknowledges that (i) Customer assumes all risks for loss or damage to Customer's premises and to its contents, (ii) TE has made no representation or warranties nor has Customer relied on any representations or warranties, express or implied, except as set forth herein and (iii) Customer has read and understands this entire Agreement, including Section 1 and Section 6 setting forth TE's obligations and maximum liability in the event of any loss or damage to Customer. Customer acknowledges and agrees that TE is not an insurer and that this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be maintained by Customer. TE's charges are based solely upon the value of the services provided and are unrelated to the value of Customer's property or the property of others located on Customer's premises.

5.2 Disclaimer of Warranties as to Software. TE MAKES, AND CUSTOMER RECEIVES, NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF THE SOFTWARE, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE OF THE SOFTWARE OR THE RESULTS THAT MAY BE OBTAINED BY USING THE SOFTWARE. ACCORDINGLY, WITH THE

EXCEPTION OF ANY WARRANTIES THAT TE IS AUTHORIZED TO PASS THROUGH TO CUSTOMER DIRECTLY FROM THE APPLICABLE THIRD PARTY, THE SOFTWARE IS LICENSED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE.

5.3 Indemnification. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD TE HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY FEES, WHETHER THESE CLAIMS AND LAWSUITS ARE BASED UPON ACTIVE OR PASSIVE NEGLIGENCE, INDEMNIFICATION, CONTRIBUTION OR STRICT OR PRODUCT LIABILITY ON THE PART OF TE, ITS AGENTS OR EMPLOYEES, EXCEPT TO THE EXTENT SUCH CLAIMS, DEMANDS OR LAWSUITS OCCUR WHILE AN EMPLOYEE OR AGENT OF TE IS ON CUSTOMER'S PREMISES AND WHICH DAMAGES, EXPENSES AND OTHER LIABILITY ARE SOLELY AND DIRECTLY CAUSED BY THE ACTS OF SAID EMPLOYEE OR AGENT.

6. Limitation of Liability.

THE TOTAL LIABILITY OF TE HEREUNDER OR ARISING IN CONNECTION WITH THE PROVISION OF ANY SERVICES, WHETHER BASED UPON OR ARISING OUT OF NEGLIGENCE, STRICT LIABILITY, CONTRACT, TORT, WARRANTY, MISREPRESENTATION, PATENT INFRINGEMENT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER TO TE FOR SUCH SERVICES, NOT TO EXCEED 50% OF ONE YEAR'S RECURRING SERVICE CHARGE (AS SET FORTH BELOW) OR THE AMOUNT OF \$1,000.00 WHICHEVER IS LESS. THE PROVISIONS OF THIS SECTION SHALL APPLY IN THE EVENT OF LOSS OR DAMAGE, IRRESPECTIVE OF THE ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS SET FORTH BY THE TERMS OF THIS AGREEMENT OR FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF TE'S AGENTS OR EMPLOYEES. IN NO EVENT SHALL TE BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO OTHER EQUIPMENT OR ANY PLANT OR FACILITIES, LOSS OF PROFIT, OR LOSS OF PRODUCTION, REGARDLESS OF WHETHER THE CLAIM FOR SUCH CONSEQUENTIAL DAMAGES BE BASED ON WARRANTY (EXPRESS OR IMPLIED),

CONTRACT, TORT OR OTHERWISE. TE SHALL NOT BE LIABLE TO INDEMNIFY CUSTOMER AGAINST ANY CLAIMS MADE AGAINST CUSTOMER FOR SUCH CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD TE HARMLESS FOR ALL CLAIMS (INCLUDING CLAIMS FOR INDEMNITY) FOR ANY SUCH CONSEQUENTIAL DAMAGES BROUGHT AGAINST TE.

7. Waiver of Subrogation.

CUSTOMER DOES HEREBY FOR ITSELF AND ANY PARTIES CLAIMING UNDER IT, RELEASE AND DISCHARGE TE FROM AND AGAINST ALL HAZARDS COVERED BY CUSTOMER'S INSURANCE, AND ALL CLAIMS AGAINST TE ARISING OUT OF SUCH HAZARDS, INCLUDING ANY RIGHT OF SUBROGATION BY CUSTOMER'S INSURANCE CARRIER, ARE HEREBY WAIVED BY CUSTOMER, AND CUSTOMER SHALL PROMPTLY SO NOTIFY ITS INSURANCE CARRIER. THIS WAIVER OF SUBROGATION EXTENDS TO ANY ALLEGED NEGLIGENCE BY TE.

8. Default and Remedies.

8.1 Default. The happening of any one of the following shall be an "Event of Default" under this Agreement: (i) failure by Customer to pay any amount within 30 days after the same is due and payable; (ii) failure by Customer to observe, keep or perform any agreement required of it herein and to correct such breach within 10 days after written notice of same from TE; (iii) abuse of the System; (iv) dissolution, termination of existence, discontinuance of the business, insolvency or business failure of Customer; (v) initiation of any bankruptcy, reorganization, assignment for the benefit of creditors, or like proceeding by or against Customer; (vi) excessive false alarms caused by Customer; or (vii) allow other vendors to work on the System during the term of this Agreement.

8.2 Remedies. Upon the occurrence of an Event of Default, then at any time thereafter TE may pursue one or more of the following remedies: (i) by written notice to Customer, declare the balance of all unpaid amounts due and to become due under this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1-1/2% per month (18% per year) or the maximum rate permitted by law from the first occurring Event of Default; (ii) cure the Event of Default, in which case Customer shall pay TE's service fees and costs incurred in effecting such cure; (iii) receive immediate possession of any TE owned portion of the System, and for such purpose enter Customer's premises and remove said portion of the System and Customer hereby waives any further rights to the TE owned portion of the System and any claims resulting from said repossession, including any claim or restoration of the premises to its former condition; (iv) proceed at law or in equity to enforce performance by Customer of the provisions of this Agreement, or to recover damages for the breach of this Agreement; (v) discontinue furnishing the Services, including, without limitation, disabling communication software, hardware and/or firmware contained within the System from the any monitoring facility, and terminate this Agreement by written notice to Customer; (vi) recover any other costs TE is required to bear in respect to the System and/or services provided under this Agreement; and (vii) recover all costs of collection, including court costs, collection expenses, attorneys' fees, reasonable costs of removal of the TE-owned portion of the System, and any other reasonable costs paid or incurred by TE in enforcing or attempting to

enforce the terms and conditions of this Agreement. Furthermore, if there are any other agreements in effect between TE and Customer, then TE, at its option, may deem Customer's default under any other agreement to be a default under any or all the agreements and TE shall be entitled to exercise any or all of its remedies upon default with respect to any or all of such agreements. The above remedies are cumulative and exercise of one does not preclude the exercise of another.

9. Miscellaneous Provisions.

9.1 Subcontracting; Assignment. TE shall have the right to subcontract any of the Services which it may be obligated to perform. This Agreement and its benefits are not assignable by Customer except upon the prior written consent of TE. Customer acknowledges that this Agreement, and particularly those Sections relating to TE's maximum liability and third party indemnification, inure to the benefit of, and are applicable to any assignees or subcontractors of, TE.

9.2 Nonsolicitation. Neither party may solicit to hire, employ or otherwise receive the services of (except for services provided pursuant to this Agreement), any individual who was employed by the other party at the time of such solicitation or employment or at any time during the one year period immediately preceding such solicitation or employment, without the prior written consent of the party employing the individual.

9.3 Force Majeure. TE shall not be liable for nonperformance or delay in performance due wholly or partially to any cause beyond its control, including action or failure of the government to act where action is required, strikes or other labor troubles, riots, power failures, interruption or unavailability of telephone service fire, flood, lightning, earthquakes, or other acts of God. Replacement of the System necessitated by any such event will be at Customer's expense. This Agreement may be suspended or terminated, at the option of TE or Customer, if Customer's premises or the System or any part thereof is destroyed by fire, lightning or other catastrophe or so substantially damaged that it is impractical to continue to provide Services. Upon such suspension or termination, an equitable refund of the service charges paid, but not yet earned, shall be made. Notice of termination shall be given upon written notice given within ten (10) days of such event.

9.4 Entire Agreement. Customer acknowledges receipt of a copy of this Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written. If there is any conflict between this Agreement and Customer's purchase order, or any other document or any oral agreements, this Agreement will govern. No conditions in the acceptance by Customer and no subsequent agreements or communications in any way modifying the provisions of this Agreement shall be binding unless signed by an authorized representative of TE.

9.5 Amendments. This Agreement may only be amended in a writing signed by both parties. No waiver of any of the terms and conditions contained herein shall be effective unless such waiver is in writing and signed by an authorized representative of the party waiving such condition.

9.6 Severability. In the event any of the terms and conditions of this Agreement are declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

9.7 Governing Law. This Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules.

9.8 Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY

OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM IN RESPECT OF THIS AGREEMENT OR TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. EACH PARTY HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY.

Tech Electronics

By (signature): _____

Name (print): _____

Title: _____

Date: _____

Tech Electronics notice address:

6437 Manchester Avenue
St. Louis, Missouri 63139-3492
Attn: Vice President of Finance
Fax #: (314) 951-7750
e-mail: craig.lubbers@techelectronics.com

Effective Date: _____

Contract #: CONT20181210

Submission I.D. #: CONT20181210

Sales Representative: Safija Dedic

Phone #: (314) 951-7714

Fax #:

e-mail: safija.dedic@techelectronics.com

9.9 Notices. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given: (i) if by facsimile, hand delivery or by delivery service, upon receipt thereof; (ii) if mailed, three days after deposit in the U.S. mail, postage prepaid; or (iii) if by electronic mail, upon receipt thereof. All notices shall be addressed to the parties at the addresses specified below or at such other addresses as either party may in the future specify in writing to the other.

9.10 Binding Effect. This Agreement shall not be binding upon TE unless approved in writing by an authorized representative of TE. In the event of failure of such written approval, the sole liability of TE shall be to refund to Customer the amount paid to TE upon the signing of this Agreement.

9.11 Disclaimers and Waivers. This Agreement contains certain exculpatory clauses, disclaimers and waivers to which Customer has agreed. Those clauses are set forth in Sections 5.1, 5.2, 6, 7 and 9.8. Customer's signature below indicates its acceptance of and assent to such provisions.

Customer

By (signature): _____

Name: Gregory Rose

Title: City Manager

Date: 04/30/2018

Customer's notice address

Line 1:

Line 2:

Line 3:

Attn:

Fax #:

e-mail:

Customer's authorization person(s) pursuant to Section 1.3(i):

Name:

Phone #:

e-mail:

Name:

Phone #:

e-mail:

☐ If this box is checked, then the foregoing list of authorization person(s) shall be exclusive and only such person(s) is/are authorized to act on behalf of Customer pursuant to this Agreement.