



MEETING OF THE CITY COUNCIL  
CITY HALL, Fifth Floor  
6801 Delmar Blvd.  
University City, Missouri 63130  
**Monday, June 11, 2018**  
**6:30 p.m.**

- A. MEETING CALLED TO ORDER**
- B. ROLL CALL**
- C. APPROVAL OF AGENDA**
- D. PROCLAMATIONS**
- E. APPROVAL OF MINUTES**
  - 1. May 29, Regular meeting minutes
  - 2. May 29, Study meeting minutes
- F. APPOINTMENTS to BOARDS & COMMISSIONS**
- G. SWEARING IN to BOARDS & COMMISSIONS**
  - 1. Richard Ruderer was sworn in to the CALOP Commission on June 1<sup>st</sup> in the Clerk's office
  - 2. Dennis Fuller to be sworn in to the Traffic Commission
  - 3. Jane Schaefer to be sworn in to the Traffic Commission
  - 4. Kathleen Sorkin to be sworn in to the EDRST Commission
- H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**
- I. PUBLIC HEARINGS**
  - 1. 2018 Community Development Block Grant Allocation (CDBG)
  - 2. FY19 Annual Operating Budget
- J. CONSENT AGENDA – Vote Required**
  - 1. Pavement Markings Contract
- K. CITY MANAGER'S REPORT**
- L. UNFINISHED BUSINESS**
  - BILLS*
- M. NEW BUSINESS**
  - RESOLUTIONS*
  - BILLS*
    - 1. **BILL 9359** - AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN FROM AND AFTER ITS PASSAGE, AND REPEALING ORDINANCE NO 7079.

**N. COUNCIL REPORTS/BUSINESS**

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

**O. CITIZEN PARTICIPATION (continued if needed)**

**P. COUNCIL COMMENTS**

**Q. ADJOURNMENT**

MEETING OF THE CITY COUNCIL  
CITY HALL, Fifth Floor  
6801 Delmar Blvd.  
University City, Missouri 63130  
**Tuesday, May 29, 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 Tuesday, May 29, 2018, Mayor Terry Crow called the meeting to order at 6:30 p.m.

**B. ROLL CALL**

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

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

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

Mayor Crow welcomed Councilmember Jeff Hales to his first City Council meeting. We welcome you and thank you for your service to our community.

**C. APPROVAL OF AGENDA**

Mayor Crow stated that the following requests had been made during the Study Session:

- Mr. Rose requested that Item No. 4; (*Great Rivers' Maintenance Agreement*), currently under the Consent Agenda be moved to Item No. 1, of the City Manager's Report.
- Councilmember McMahon noted that the effective date of Mr. Lander's appointment to the Library Board was July 1, 2018, rather than June 30, 2018.

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

**D. PROCLAMATIONS**

Councilmember Hales announced that he would be abstaining from all votes regarding the approval of minutes.

**E. APPROVAL OF MINUTES**

1. April 26, 2018, Special meeting minutes were moved by Councilmember Carr and seconded by Councilmember McMahon.

Councilmember Carr requested that the word "*heir*" found in the first sentence on page E1(3), be amended to read "*their*".

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Voice vote on the motion to approve the minutes as amended, carried unanimously.

2. April 30, 2018, Joint Study (Council and School Board) session minutes were moved by Councilmember Carr, it was seconded by Councilmember McMahon.

Councilmember Cusick requested that the heading at the top which reads, "*fifth floor of City Hall*," be amended to read "*Heman Park Community Center*".

Voice vote on the motion to approve the minutes as amended, carried unanimously.

3. May 14, 2018, Regular meeting minutes were moved by Councilmember Carr, it was seconded by Councilmember Smotherson.

Councilmember McMahon abstained from voting on the May 14th minutes.

Voice vote on the motion to approve carried unanimously.

4. May 16, 2018, Special meeting minutes were moved by Councilmember Carr, it was seconded by Councilmember McMahon and the motion carried unanimously.

Mayor Crow asked his colleagues to remind him whenever he fails to announce the outcome of a specific vote because he is happy to make this a regular part of the proceedings.

#### **F. APPOINTMENTS TO BOARDS & COMMISSIONS**

1. Jerrold Lander is nominated to the Library Board replacing Luise Hoffman's expired seat (7/1/18) by Councilmember McMahon, and it was seconded by Councilmember Carr and the motion carried unanimously.
2. Dennis Fuller is nominated to the Traffic Commission as a fill-in replacing Derek Helderman by Councilmember Cusick, it was seconded by Councilmember Carr and the motion carried unanimously.
3. Richard Ruderer is nominated to the CALOP Commission as a fill-in replacing Christopher Arps by Councilmember Hales, it was seconded by Councilmember Carr and the motion carried unanimously.
4. Jane Schaefer is nominated to the Traffic Commission as a fill-in replacing Jeff Hales by Councilmember Hales, it was seconded by Councilmember Carr and the motion carried unanimously.
5. Kathleen Sorkin is nominated to the Economic Development Retail Sales Tax Commission as a fill-in replacing Mark Winer by Mayor Crow, it was seconded by Councilmember McMahon and the motion carried unanimously.

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

#### **H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**

##### **Tom Sullivan, 751 Syracuse, University City, MO**

Mr. Sullivan provided the following rationale for why he believes Gerry Greiman should not be the Chair or even a member of the TIF Commission:

- He is Chairman of the Jewish Federation of St. Louis. (*Why would someone in this position be involved in something as dishonest as the Olive/1-170 development?*)
- He was the former Chairperson of the Missouri Commission on Human Rights.
- He has represented both Mayor Crow and Councilmember Carr in the past litigation.

- He was a contributor to Mayor Crow's campaigns.
- He has represented Torah Prep; a major player in the proposed redevelopment.
- On April 19th of this year Mr. Greiman's law firm; Spencer Fane, issued a news release regarding his status as Chairman and the Commission's role with respect to the Olive/170 development.

Mr. Sullivan stated he continues to be surprised by the City's actions to deceive citizens; cover up or withhold information; fill a vacant seat on Council with the Mayor's buddy; move forward with a development that will result in minorities and businesses being kicked out of the City; issue vague promises about relocation assistance, and make misleading statements regarding eminent domain. He stated in his opinion, no one can be trusted.

**Patricia McQueen, 1132 George Street, University City, MO**

Ms. McQueen stated her comments are related to a recent article she read in the *St. Louis Business Journal* which references that U City's development is mirroring the failed plan in Sunset Hills.

- There is a difference in the number of homes being impacted.
- NOVUS was working with a third-party lender who was responsible for paying the property acquisition costs.
- NOVUS was responsible for the cost of construction.
- NOVUS did not complete this deal because the third-party, out-of-town lender was unwilling to make compromises and they were unable to find another lender within the designated timeframe.
- The Sunset Hills Board of Alderman made the decisions with respect to eminent domain; not NOVUS.

Ms. McQueen stated there is so much confusion encircling this development, but at this point in time the focus needs to be on analyzing the TIF revenue projection calculations; specifically, the but-for feasibility analysis. U City has its own unique characteristics, and in her opinion, this article appears to be comparing apples to oranges. She stated she is also not in agreement with several of Mr. Sullivan's comments, but would rebut those at a later time.

**Jan Adams, 7150 Cambridge Avenue, University City, MO**

Ms. Adams cited several deficiencies in the TIF website maintained by the City's marketing firm.

- It fails to identify or provide contact information for members of the Commission.
- Minutes of the Commission meetings are not posted.
- Answers to Frequently Asked Questions are provided in a private message, which conceals the issues raised by citizens.

Grassroots organizations are advocating for a Community Benefits Agreement (CBA), and the only reason to object to the creation of a CBA is if the person or entity does not want to be held accountable for the promises being made.

- The Mayor's comments during the KMOV interview that, *"The CBA guarantees are already in our checklist of what we want to happen,"* is woefully inadequate for ensuring and building the trust needed for a development that will significantly disrupt the lives of hundreds of people.
- Rosiland Williams, the Acting Director of Community Development, engaged in a disinformation campaign at the TIF Public Hearing when she alleged that *"A CBA was built into the Development Agreement;" "There is a CBA in place,"* and *"It would be a waste of time to work on a CBA before there are funds available"*.

It is incumbent upon Council to correct all of the disinformation that their Acting Director has placed in the public record.

- Andy Struckhoff of PGAV Planners publically denied saying that he does not take responsibility for the cost-benefit dollar figures. However, his Memorandum dated May 2nd belies that statement. (*This Memorandum is attached to Ms. Adams' written comments.*)
- Residential participants of the social media communication's saga have also engaged in disinformation, i.e., *"The vast majority of speakers at Public Hearings spoke in favor"*. There were fifteen speakers in favor; fourteen speakers opposed, and twenty speakers who said there should be more equities provided to those displaced; there should be written guarantees; this is being rushed, and more information is needed.
- Surrogates speaking on behalf of Council and this administration have exhibited an alarming lack of empathy for the people who may be displaced at public meetings and their posts on social media.

Ms. Adams stated she does not think Council appreciates the fact that a simple majority vote of approval to eagerly welcome Cosco, i.e., more revenue, will force 100 plus people from their homes and businesses. Consequently, she would suggest that each member who plans to vote in favor of this development lead by example and make the same sacrifice they are asking their constituents to make. Put your homes on the market and find comparable housing in U City. Show your constituents that you are willing to incur the same impairments for the good of the people.

**Sonya Pointer, 8039 Canton Avenue, University City, MO**

Ms. Pointer stated although she welcomes development opportunities and believes Council has a genuine interest in doing something good for residents, there is more work to be done before a final decision is made. She then expressed the following comments regarding the proposed redevelopment project identified as Area RPA-1.

- Council has a duty to represent all of their constituents and to thoroughly investigate all perspectives prior to proceeding.
- There is a clear and convincing divide. At the Public Hearing held on May 23rd, the majority of residents who spoke in favor of this project were Caucasians that did not reside in the 3rd Ward. The majority of residents in opposition were African-Americans who resided in the 3rd Ward.
- Many of these non-Ward 3 residents attempted to tell residents in the 3rd Ward what they needed and what they thought would be good for them. But good city planning should view major developments like this one, through an equity lens; first, and foremost, by asking the residents directly impacted exactly what their needs are.
- Moving ahead, in spite of how 3rd Ward minorities and low-income residents feel is irresponsible and represents an injustice to people who have been historically discriminated against and under-represented in the development and planning process.
- A marketing technique that exemplifies the differences in this community can be found at Walgreen's. The Walgreen's located at Olive and Hanley sells kosher foods to accommodate its Jewish patrons. The Walgreen's located at Delmar and McKnight sells Glory products to accommodate its African-American patrons. This City's administration must also take those same differences into consideration when planning the Olive/170 development.

- Environmental justice, as defined by the EPA, is fair treatment and meaningful involvement of all people regardless of race, color, national origin or income, with respect to development, implementation, and enforcement of environmental laws, regulations, and policies.

Simply stated, no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental, commercial operations or policies, and should be allowed to participate in any decision-making process that affects their environment and/or health.

Ms. Pointer stated while she understands this is not an easy task if U City wants to remain progressive and achieve success in the development of this project it must meet the needs of all residents by putting assurances in place that will protect them.

Mayor Crow informed Ms. Pointer that she had exceeded her time limit. However, Council would be happy to make all of her comments a part of the record.

## **I. PUBLIC HEARINGS**

## **J. CONSENT AGENDA – One Vote Required**

1. Asphalt Rejuvenation Project
2. Window Repair – Fire House #2
3. Class and Compensation Study – Firm Selection

Councilmember McMahon moved to approve all three items, it was seconded by Councilmember Carr and the motion carried unanimously.

## **K. CITY MANAGER'S REPORT**

Mr. Rose stated as many of you know, former City Manager, Charles Henry, who served in U City from 1959 to 1975, passed on May the 13th of this year. He is survived by five children and eleven grandchildren. What you may not be aware of is that in 1965, Mr. Henry was heavily involved in producing and recommending policies against housing discrimination. His vision led to the creation of the inclusionary type of housing we benefit from today. Mr. Rose asked everyone to rise for a moment of silence in remembrance of Mr. Henry.

### **1. Maintenance Agreement Great Rivers Greenway**

Sinan Alapasian, Director of Public Works and Parks, stated the original 2010 Maintenance Agreement; later titled the Cooperation Agreement, established a pact whereby GRG would design and build the infrastructure, and municipalities would be asked to assume the responsibility of maintaining the trails. The original agreement for Centennial Greenway divided the maintenance of all components between U City and Olivette.

In addition to the aforementioned responsibilities, the current agreement incorporates maintenance of all atypical improvements proposed for the trail at McKnight and Delmar that are not covered by MoDOT, as well as the plaza and landscape improvements. The atypical improvements entail a green paint utilized for bicycle crosswalks and white, high visibility paint for pedestrian crosswalks.

The City's Street Division concluded that they could perform the necessary maintenance required for the crosswalks, however, maintenance of the plaza and landscaping improvements are yet to be defined. The suggestion was made to reach out to U City in Bloom for any assistance they may be able to provide.

The City will also be required to submit a signed letter to the Federal Highway Administration requesting interim approval to use the green paint. Mr. Alapasian stated at some point, it is likely that this paint will become a standard improvement wherein written approval will no longer be required.

Last year, GRG conducted public meetings and an online survey to garner feedback on their proposal. The Letter of Agreement was also presented to the Traffic Commission who requested more information, specifically related to the vehicular levels of service at this intersection and adjoining streets. That information will be provided to the Commission at their next regularly scheduled meeting.

Mayor Crow informed members of the audience that Council had held a Study Session on the particulars of this item prior to this evening's open session.

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

## **2. Staffing Organizational Structure Approval**

Mr. Rose stated this item; which was first presented during a Study Session, asks the Mayor and Council to approve the proposed organizational restructuring to better position the City to achieve its strategic objectives. The highlighted organizational chart, coupled with the Staffing Report, identifies the rationale behind these proposals.

- This restructuring will have a minimal impact on the Police Department, Fire Department, City Attorney, and the Court.
- Greater resources are being requested in the areas of economic development, communications, parks, recreation, and forestry.

Councilmember Carr moved to approve, it was seconded by Councilmember Cusick and the motion carried unanimously.

## **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

Mayor Crow stated all liaison appointments have been filled and he is appreciative of the fact that his colleagues have been diligently working to fill vacancies on the City's Boards and Commissions. He stated in an effort to help this community grow stronger, everyone's input and service are welcomed.



## O. CITIZEN PARTICIPATION (continued if needed)

### **Sonya Pointer, 8039 Canton Avenue, University City, MO**

Ms. Pointer concluded that U City has the power and opportunity to change the horrible tradition of discriminatory practices and gentrification of minorities and low-income households, and in support of this effort, she would suggest that the following actions be taken by Council:

- Give consideration to the concept of equitable development; an approach for meeting the needs of underserved communities through policies and programs that reduce disparities, while fostering places that are healthy and vibrant.
- Seek out an alternative to Tax Increment Financing.
- Ensure that the process for contemplating planned developments includes input from all residents, with a strong effort to communicate and involve those who are traditionally underrepresented.
- Establish an Inclusionary Zoning Ordinance that protects lower-income households from displacement once these developments have occurred.
- Establish a Community Benefits Agreement to reassure residents that their best interests are being served.

### **Jan Adams, 7150 Cambridge Avenue, University City, MO**

Ms. Adams stated earlier this month she suggested a potential settlement of the legal actions she has taken to prevent the use of taxpayer funds to defend and settle litigation against individual members of Council for personal misconduct. Mr. Mulligan failed to confer with his clients and dismissed her suggestion. Pursuant to attorney/client privilege, Ms. Adams stated she is unable to discern the amount of knowledge each member of Council has about this matter. And for that reason, she is creating a public record to assure that every member of Council is aware of the current situation.

The following documents created to settle the civil suit filed by former City Manager, Lehman Walker, contain three material contradictions:

1. Resolution 2017-22, states on page 2, paragraph 8 that, *"The Walker settlement calls for the City to pay the sum of \$114,000, and attorney's fees of \$36,000"*.
2. The Settlement Agreement and Release states at paragraph 3, *"In consideration of the payment of \$150,000, Walker releases all claims arising out of or relating to statements, acts or omissions of Defendants previously identified in this document as Paulette Carr, Terry Crow, Steve McMahon and Bwayne Smotherson"*. Paragraph 18 expressly states *"This agreement represents the entire agreement between the parties"*.
3. The Mutual Release and Dismissal Agreement state that Walker dismissed his claims against individual Councilmembers in exchange for dismissal of their counterclaims. But this document is in direct conflict with the previous documents and is evidence of a transparent attempt to circumvent the laws against the misappropriation of taxpayer funds.

Ms. Adams stated she then met with Mr. Rose to convey her legal arguments and offer. Mr. Rose responded to her statements via email. It states, *"The Mayor and Council were presented with your offer to settle and did not indicate a desire to accept your offer or negotiate this matter"*. If this is correct, then no one on this Council has been diligent in their duties as stewards of taxpayer funds, because no inquiries were ever made to determine how much money it would cost to settle this matter. Rather, they have decided; without a vote, to incur more legal expenses and use even more taxpayer dollars to litigate this matter.

Ms. Adams stated she submitted a number of Sunshine requests that were wrongfully denied, in violation of Missouri laws. Initially, she attempted to resolve these issues with the new City Clerk, but at that time, she had received no experience or training in this area. Thereafter, she submitted a complaint to the new Attorney General, which was further delayed due to their reorganization efforts. Her next alternative would be to file another lawsuit against the City. However, once again, she is offering to resolve these issues privately.

She stated every member of this new Council has campaigned on transparency and accountability, so there is no reason to deny the production of public documents. Ms. Adams stated after requesting the minutes of the Civil Service Board meeting, she was denied because they had not been approved. Even though the law is clear that when draft minutes are created they become public documents and must be produced. The Board had a regularly scheduled meeting last week and failed to approve the minutes of the previous meeting. Therefore, she is asking that the City Clerk be directed to meet with her to review these outstanding Sunshine requests to alleviate the need for further litigation expenses. *(Ms. Adams asked that her written comments be attached to the record.)*

**Kathy Straatmann, 6855 Plymouth Avenue, University City, MO**

Ms. Straatmann stated although she is the only White owner on her street, it is a cohesive community that talks to one another. And what she knows for a fact is that her neighbors; some of whom have lived in their homes for forty years, are thrilled to death at the thought of their property values increasing as a result of this development.

Ms. Straatmann stated it has become tiresome to constantly listen to citizens that nitpick and misquote everything the hardworking members of Council and staff do and say. She stated this is absolutely inappropriate, unprofessional, and it's time to move on.

**P. COUNCIL COMMENTS**

Councilmember Carr stated there has been a long tradition established which permits members of Council to openly receive and read letters from their constituents. So the letters read by Councilmember Cusick should have been counted in the same manner by which many others have.

The article mentioned by Ms. McQueen was written by Katherine Russ, a pen name for Kathy Tripp. Ms. Tripp is a longtime resident of Sunset Hills and someone who previously worked for Councilmember Carr. Councilmember Carr stated when she terminated their relationship Ms. Tripp sent her this text message, *"I was asked to write that. I was asked if it could be edited. And then I was asked if I could send it to the TIF Commission. I was given an email address. I have not spoken to you since you asked me not to speak to you about the development, but I do have a sense of what your residents and people are going through, it's truly a shame that you don't."* A further message from Ms. Tripp said, *"This was the answer I received after I blasted the lawyer that asked me to send the letter. I told everyone that my involvement would be limited because of you."* The lawyer's answer, *"I knew she was involved. I didn't realize she was your client. She is on the TIF Commission as the Council representative"*. Councilmember Carr stated she is troubled by the fact that Ms. Tripp did not use her own name in writing this article, and that there were several people from Sunset Hills sitting in the audience at the TIF Commission meeting while over 100 U City residents had to be turned away because the building had exceeded its capacity.

In the absence of Mayor Crow, Councilmember Carr stated she and the City Manager attended the 100th-anniversary celebration for the Municipal League of Metropolitan St. Louis and proudly received an award presented to U City. In 1918 U City was one of six cities that founded the St. Louis Municipal League.

Other cities included Clayton, Ferguson, Maplewood, Kirkwood and Webster Groves. The award can be viewed at City Hall.

Councilmember Cusick stated he had received several questions from residents and would like to know if staff could provide Council with an update on the MSD project to hopefully, address their concerns? Mr. Rose agreed to do so at the next meeting.

Councilmember Clay stated he is a tremendous fan of the Batman Comic Book series because what he finds most intriguing is the relationship between Batman and the Joker. While they serve very different ends, their tactics are often indistinguishable, and you often find Batman wondering whether he is becoming the Joker that he decries. So first, let me thank my friends in the public advocacy community for coming out and then specifically address those of you who have expressed concerns about the Olive/170 development.

Councilmember Clay stated he welcomes comments and engagement in this process because democracy demands that. And he knows that there must be a sincere belief that the ends some of you are serving are noble ones; otherwise, you wouldn't be doing it. He thinks there is a sincere interest in supporting the community and also a belief that Council, and perhaps the City, has not always presented information in an objective manner. And perhaps, it has even been skewed towards a certain outcome. But in spite of the fact that he does not accept this assertion, he is willing to accept that perhaps, they have not always done the best job of communicating; which is certainly a consideration both staff and Council have taken to heart. However, while your ends may be noble, if you engage in tactics you believe Council and this administration are engaging in, then in his mind, it begs a question. If the belief is that our illness is that we are presenting un-objective information skewed in a certain direction, then the cure for that is not to present un-objective information skewed in the other direction, but in fact, to present objective information and allow citizens to decide which they believe is best for them. Show us the way.

Councilmember Clay stated he is not above learning from anyone, so if the belief is that this administration is not acting in ways that are transparent, then it is incumbent upon you to be more than transparent about your biases; your motivations, and what brings you to the table. And then allow that information to be widely disseminated. Because only then can we really get to a clear public dialogue about the things that really matter.

Councilmember Smotherson thanked Councilmember Clay for his analogy which really helped him resolve some of his own frustrations. He then announced that the Concert Band Series starts on June 12th and the Starlight Concert Series starts on June 4th.

Councilmember Hales stated as someone who has been on the other side, he understands that oftentimes it is challenging for members of Council to find people to appoint. So he would like to thank Rick Ruderer for his willingness to serve on the CALOP Commission, and Councilmember Smotherson, for recommending him to be the liaison for the Traffic Commission; a Commission he has had the pleasure of serving on for the last five years. He stated that he had been in attendance at the Memorial Day Run which was a huge success.

Mayor Crow stated there were about 1500 runners that showed up on Monday morning at 7:30 for the Memorial Day Run, and it was good to see Former Councilmember Glickert, who served as a volunteer. The beneficiaries of the funds raised for this event are U City in Bloom, the library, and the Green Center.

Being one of the senior members of this Council provides him with the opportunity to look back.

And when you have a citizen who was dissatisfied under the Adams administration, dissatisfied under the Welsch administration, and dissatisfied under this current administration, at some point you have to ask the question of whether it's really the government who's at fault?

So, while everyone has the right to speak, and Council has the obligation to listen to them speak, what we all need to bear in mind is that some folks will never be satisfied.

Mayor Crow stated when you can get five to six hundred people to attend a public forum, it tells you that people are concerned; that proper notification has gone out, and whether they agree or disagree, they know what's going on. This is what democracy looks like. So he would like to thank all of the citizens who came out to the TIF Commission meeting last week.

Mayor Crow stated once again, he would like to reiterate that the City has not been involved in any land acquisitions and not one person has been forced to sell their home. Therefore, he believes it is totally inappropriate for anyone to stand up and say that as a result of this development people will be forced to sell their homes. He stated he also believes that the people who have raised the issue of gentrification knows there is no lack of affordable housing in U City, and need to move beyond this red herring argument. In addition, everyone should continue to ask these questions of themselves and their neighbors, (1) where do you go shopping for your necessities, and (2) are people from neighboring cities coming here to shop for their necessities? He stated in his mind, there is an obvious answer. And while there may be room to debate the definition of vibrancy, here again, he would ask; if this truly is a vibrant intersection why has its redevelopment been a topic of discussion for the past 30-years? If it is a vibrant intersection why are there no frequent requests for EDRST funds to help facilitate expansions or improvements in this area? Folks, there is a need to understand that at some point, this City either moves forward or stands still.

Mayor Crow stated some even believe that the School District should retain the McNair Building for future growth requirements. But as a U City parent and resident for 24-years, this argument makes no sense. Nevertheless, if someone can show him where there has been substantial growth in this district's enrollment, then please do so. In the long term, the status quo will not work well for the City or the School District.

Mayor Crow stated his actual comment regarding the Community Benefits Agreement, was that some aspects of the CBA were already on the City's checklist; and they are. But instead of getting hung up on a CBA for the TIF District, a broader conversation in terms of serving the best interests of the City would be why are we not looking at Wash U, since the largest amount of economic resources for this community are sitting down to the south, at Washington University. He stated everyone sitting here on this dais knows that they work for the residents of this City; that they must be open to their concerns; earn their support; restore credibility in their government, and make decisions that are in the best interest of this entire community.

Mayor Crow concluded by stating he is proud of the fact that U City is a charter member of the Municipal League, and looks forward to becoming even more engaged with its neighboring communities.

- Q. 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 Hales moved to go into a Closed Session; it was seconded by Councilmember Carr.

Roll Call Vote Was:

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

**Nays:** None.

**R. ADJOURNMENT**

Mayor Crow closed the regular City Council meeting at 7:41 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 9:33 p.m.

LaRette Reese  
City Clerk

DRAFT

### Council Comments 5.29.18

I am addressing several issues relating to the TIF procedures:

First, our marketing firm's TIF website is deficient in several areas: 1) there is no identification of the various members of the commission and no contact information for each member; 2) the minutes of the meetings are not posted timely; 3) the FAQ posts lack any detail; and 4) when people ask a question, the marketing firm says it will respond in a private message – thus hiding and obfuscating the various issues raised by citizens.

Second, grass roots organizations are advocating for a Community Benefits Agreement (CBA). The only reason to object to a CBA is if the person or entity does not want to be held accountable for the promises being made to residents. The Mayor's comments during the KMOV interview, stating that the CBA guarantees are "already in our checklist of what we want to happen", are woefully inadequate for insuring citizens and building the trust that the City needs for a development that will significantly disrupt the lives of hundreds of people . If you try to avoid this very reasonable request, you are asking for a lot of resistance.

Third, during the TIF Public Hearing, Rosalind Williams, acting Director of Community Development, engaged in a disinformation campaign when she alleged that a CBA was "built into" the Development Agreement. When I challenged her during the hearing, I gave her the benefit of the doubt that she is simply not aware of the legalities of a CBA, so I prefaced my comments "with all due respect...". However in a conversation with Ms. Williams and 2 other citizens later that evening, she told those citizens that there is a CBA in place. When I disputed that statement, she repeated it. When I asked where I could find it, she then stated that it would be a waste of time to work on a CBA now, before there were funds available. I then suggested that an agreement could be drafted now using contingencies and percentages instead of hard numbers. She then walked away saying that I was not "listening to her". I responded that I am listening and know now that she is lying. I am no longer giving her the doubt, this is not "misinformation" but "disinformation". And it is incumbent on this Council to correct all of the disinformation that your acting Director has placed in the public record. ASAP!

Also, Mr. Struckhoff of your Consulting Firm, PGAV, denied that he ever said he does not take responsibility for the cost/benefit number dollar figures, but his Memorandum dated May 2, belies that public statement and I attached it to my comments.

Folks on social media are also engaging in disinformation. One person wrote that the vast majority of speakers at the public hearing spoke in favor – that is not true. There were 15 speakers in favor (I don't count the statements Tim Cusick read) and 14 opposed and TWENTY who said there should be more equities provided to the displaced, with guarantees in writing, or that this is being rushed and they want more information.

Fourth, the surrogates who are speaking at public meetings and posting on social media on behalf of this Council and Administration are exhibiting an alarming lack of empathy for the people who may be displaced by the proposed development. I don't think you all appreciate the position you are putting your constituents in - for a Costco, for more revenue for our City. A simple majority of this Council, 4 people, can vote to force well over 100 people from their homes and businesses.

So, let me suggest that each one of you who plan to vote in favor of this development decide, right here and right now, that you will agree to make the same sacrifice you are asking of your constituents. You put your homes on the market and move – just a few blocks east. The market is good so you can get a fair price for your homes. And you can find comparable housing in your Ward. Show your constituents that you will make this sacrifice “for the good of the City”. Lead by example. Let me see a show of hands of those willing to do what you are asking others to do. Surely, you are not suggesting that your homes are more important to you than other peoples' homes are to them. Let's see a show of hands of who will join in this sacrifice,

Respectfully submitted,

Jan Adams, 7150 Cambridge Ave.

Hello Everyone,

I am writing the Council in regards to the proposed Redevelopment project, identified as area RPA1. While I welcome development opportunities in our city, I would like for a vote on this project to be delayed until some very important steps are taken. I am concerned about how this development has moved forward. Having worked with some of our council members on rejecting MSD's proposal, I believe that our council has a genuine interest in doing something good for the residents of this city. However, there is more work to be done before a final decision should be made.

As you heard at the public meeting on May 23, 2018, there are some people who support this project and there are some who do not support this project. I think that it is the council's responsibility to look at and thoroughly investigate all perspectives and proceed accordingly. One resident stated that she views this as a black and white issue. Majority of the residents who spoke in support of this project are not 3rd ward residents and are mostly white. Most of the people who spoke in opposition to this project are 3rd ward residents and mostly black. This is an indicator that we are not as far removed from race issues as some would like to believe and that there is a clear divide on this project. In an era when equity concerns are being highlighted every day, all over this country, I think it is important for the council to take action and make decisions that are equitable with respect to development, policies, and programs.

Minority and low-income residents are considered environmental justice (EJ) populations. The Environmental Protection Agency defines EJ as follows:

**Environmental justice (EJ)** is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation and enforcement of environmental laws, regulations and policies.

**Fair treatment** means no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies.

**Meaningful involvement** means:

- People have an opportunity to participate in decisions about activities that may affect their environment and/or health;
- The public's contribution can influence the regulatory agency's decision;
- Community concerns will be considered in the decision making process; and



Decision makers will seek out and facilitate the involvement of those potentially affected.

The problem with moving ahead with this project despite how 3rd ward, minority and low-income, residents feel would be irresponsible and an injustice to people who have been, historically, discriminated against and underrepresented in the development and planning process. The council has time to make a decision and it has to make the right one. As a city council, you represent all constituents in the city's boundaries regardless of ward, race, income, socioeconomic status, culture, sexuality, religion, etc. I know some Ward 1 and Ward 2 residents would like for this project to happen, but these residents should view this project through an equity lens. I heard so many people in Wards 1 and 2 tell us 3rd Ward residents what we need and what is good for us. However, good city planning and ensuring equity means that you ask the residents of the 3rd ward what our needs are.

A friend of mine put it best. She stated that 1.) she may design her house differently than another person may design their own home and 2). If another person designs her house without her input, her needs may not be met and she will be unhappy. Consider this when planning for communities who value different things. There are two Walgreens in University City, one at Olive and Hanley and another at Delmar and Delcrest (formerly, Delmar and McKnight). Many years back, I noticed two differences about these two stores. The store located at Olive and Hanley sold Glory (a type of "soul food" traditionally cooked by black families) canned foods and the one at Delmar and McKnight sold Kosher foods (foods consumed by Jewish families). Why? It is a marketing technique. It also highlights differences within our city. Delmar and McKnight is closer to a Jewish community and Olive and Hanley is closer to a black community. The City has to take our differences as people from different races, incomes, and cultures into consideration when planning developments. That is the only way this city will be progressive, succeed, and meet the needs of all people.

Historically, there has been discrimination against blacks and low income people and we have been traditionally underrepresented in the planning and economic development process. While, I do not believe it is the intent of the Council to discriminate against residents in the 3rd ward, I would like for the Council to think about the unintended consequences of the development you support. This is not an easy task, but it has to be done.

The council should consider the impacts that developments have had on black people and low income people, historically. It is only then that you will realize the distrust that people have for this project and local government. The trends tell a story that everyone can learn from. What we are facing right now is the inception point of gentrification. "Gentrification is the process by which poor and working- class residents, usually communities of color are displaced from neighborhoods by rising costs and other forces directly related to an influx of new, wealthier, and often white residents." Gentrification starts with developments, but it does not have to be the case. If we put assurances in place to make sure that the residents who live here are protected, then we can reassure

3rd ward residents that 10 years from now, after the development is in place, the demographics will not shift. Historically, when major developments have occurred in predominately black neighborhoods, the neighborhoods' demographics changed and blacks and poor people were displaced to other communities because as property values and taxes increase, affordability issues force residents to find homes in other communities. We cannot continue that cycle. A development should benefit its residents, first and foremost, not displace them in the long-term. While the City has stated that it will not pursue eminent domain of owner-occupied residences, when property values and taxes increase in neighborhoods where affordability is already an issue, then the City is essentially forcing people out of their communities. We, University City, have the power and the opportunity to change this horrible tradition of discriminatory practices and gentrification of people of color and low income people.

The EPA says this of Equitable Development:

Equitable development is an approach for meeting the needs of underserved communities through policies and programs that reduce disparities while fostering places that are healthy and vibrant. It is increasingly considered an effective place-based action for creating strong and livable communities.

Today, there are clear initiatives, tangible examples, and award-winning projects that demonstrate the approach as a means for rebuilding America's communities. The outcomes of equitable development are the result of clearly set expectations, collaborative problem solving, and persistent leadership.

It is a fair question to ask ***"how does equitable development differ from other place-based approaches?"***

Equitable development is driven by priorities and values as well as clear expectations that the outcomes from development need to be responsive to underserved populations and vulnerable groups, in addition to using innovative design strategies and sustainable policies. Acknowledging and understanding both is necessary for sustaining environmental justice.

Lower-income citizens and people of color are successfully guiding the changes that occur within their communities rather than reacting to them. This unique narrative is often missing from prevailing planning, design, and place-based discussions. EPA sees value in elevating this narrative because it draws attention to solutions from environmental justice actions.

We need to be involved in the planning and future of our community. My perspective is that of a lifelong resident who is black, comes from a low income family and who happens to have degrees in urban and regional planning and economics.

I would like for three things to happen:

1.) Seek out an alternative to tax increment financing because the residents will pay and it would be years before we see the benefit. These stores can afford to build themselves.

2.) If any development happens in this city, it should include input from all residents, with a strong effort to communicate and involve those who are traditionally underrepresented, people of color and low income people.

3.) Establish and implement an inclusionary zoning ordinance which protects lower income households from displacement once the development has occurred.

Thanks,

Sonya Pointer  
8039 Canton Ave.

**COUNCIL COMMENTS – 5/29/18**  
**AVOIDING FURTHER LITIGATION**

When I was in Court with the City Attorney earlier this month, I suggested that we discuss potential settlement of the legal actions I have taken to prevent the use of tax payer funds to defend and settle litigation against individual members of Council for personal wrongful acts. Mr. Mulligan dismissed my suggestion out of hand, saying something like “not one cent”. He failed to confer with his clients at the time, a breach of professional ethics.

When our City Charter established the chain of command for our City Attorney, that attorney was an employee of the City. Today we have an unusual set of circumstances and due to attorney/client privilege, I cannot know who on Council knows what. For that reason, I am creating a public record to assure that each member of Council is aware of the current situation.

I am attaching three documents that were created to settle the civil suit filed by former City Manager, Lehman Walker. There are three material conflicts in these documents:

1. Resolution 2017-22 reads, on page 2 paragraph 8, that the ***“[Walker] settlement calls for the City to pay the sum of \$114,000...”***, plus attorney fees of \$36,000.
2. The Settlement Agreement and Release reads, at paragraph 3, ***“in consideration of the payment of \$150,000 Walker releases...c. all claims arising out of or relating to statements, actions or omissions of Defendants” [previously identified in this document as Paulette, Carr, Terry Crow, Steve McMahon and Bwayne Smotherson]***. And, Paragraph 18 expressly states, ***“[t]his Agreement represents the entire agreement between the parties...”***.
3. The Mutual Release and Dismissal Agreement reads that Walker dismissed his claims against individual Council Members in exchange for dismissal of their counterclaims. But this document is in direct conflict with the above two documents and is evidence of a transparent and weak attempt to circumvent the laws against misappropriation of taxpayer funds.

After the City Attorney rebuffed my offer, I met with Mr. Rose to convey my legal arguments and offer to him. His e-mail response to me reads, “The Mayor and Council were presented with your offer to settle and did not indicate a desire to accept your offer or negotiate this matter.” If this is correct, then you all have not been diligent in your duties as stewards of taxpayer funds because you have not even inquired as to how much money it would take to

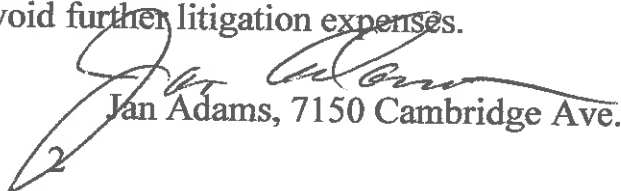
resolve this matter. You have decided, apparently without a vote, to incur more legal expenses, using even more taxpayer funds, to litigate this matter without any cost/benefit analysis.

On another matter, I have submitted a number of Sunshine Requests that have been wrongfully denied, in violation of Missouri laws. I first attempted to resolve some of these disputes with the new City Clerk but she had not yet had any experience or training. When then City Council delayed in providing her with the proper training for many months, I submitted a Complaint with the new Attorney General. There was further delay because the management of that office was being re-organized. The current explanation for the delay is that the legal challenges against our Governor consumes the limited resources.

As Paulette Carr knows, another remedy available to me is another lawsuit against the City. Once again, I am offering to resolve these issues privately. I see from the invoices of the City Attorney that he is consulting with the City Clerk on how to respond to my requests. As the two lawyers on this Council know, if a lawyer advises a client to engage in litigation, that lawyer is prohibited from representing the client in the recommended litigation from which he will earn fees. Every member of this new Council has campaigned on transparency and accountability. There is no reason to deny production of public documents. And where any document that is created or received in the ordinary course of the City business, and is in electronic format, there is no cost for producing those documents.

Some of my disputes are benign, for example, I requested the minutes of CSB meeting but was denied because the minutes had not yet been approved. The law is clear that when draft minutes are created they become public documents and must be produced. The CSB had a meeting last week but failed to approve the minutes of their previous meeting. So, this process could be abused to prevent disclosure for an indefinite time. Furthermore, the May 22 CSB draft minutes have been included in this meeting's agenda packet, so that belies the argument.

For that reason, I am asking that you direct the City Clerk to meet with me and review the Sunshine Requests that are outstanding to avoid further litigation expenses.

  
Jan Adams, 7150 Cambridge Ave.

## **RESOLUTION 2017 - 22**

### **A RESOLUTION APPROVING A SETTLEMENT AGREEMENT AND RELEASE WITH FORMER CITY MANAGER LEHMAN WALKER**

WHEREAS, Lehman Walker was appointed City Manager on July 12, 2010; and

WHEREAS, Mr. Walker and the City signed an Employment Agreement dated July 12, 2010 and a Restated Employment Agreement dated February 28, 2012; and

WHEREAS, the Agreements provided that the City Council had the right to terminate Mr. Walker's employment with or without cause, consistent with the City Charter; and

WHEREAS, the Agreements provided that in the event Mr. Walker's employment was terminated without cause after four years of employment, Mr. Walker would be paid severance compensation in an amount equal to six months of salary; and

WHEREAS, the Agreements also provided for vacation leave, among other benefits; and

WHEREAS, former Councilmember Stephen Kraft resigned on May 27, 2016, and a special election was held on November 8, 2016 for the vacant seat; and

WHEREAS, Steve McMahon won the special election, and on November 28, 2016 he took his oath of office after the election results were certified by the Board of Election Commissioners of St. Louis County; and

WHEREAS, Mr. Walker, by letter dated November 17, 2016 from his attorney, alleged that he was defamed by Councilmembers Paulette Carr and Terry Crow, and Steve McMahon, and he demanded \$500,000 in return for a resignation from his employment with the City and a release of any and all claims against all Councilmembers and the City, and that if a response was not forthcoming by December 7, 2016, a lawsuit would be filed against the City and the three Councilmembers; and

WHEREAS, the morning of November 28, 2016, Mr. Walker sent an e-mail to the City Council stating that the Finance Director would be Acting City Manager until further notice; and

WHEREAS, Mr. Walker was suspended with pay later on November 28, 2016, pursuant to Resolution No. 2016-27; and

WHEREAS, Mr. Walker filed a Charge of Discrimination on December 1, 2016 with the Missouri Commission on Human Rights and the Equal Employment Opportunity Commission; and

WHEREAS, on December 29, 2016, Mr. Walker moved his furniture and other personal property from his house in University City to a house in metropolitan Memphis, Tennessee that he purchased on September 30, 2016; and

WHEREAS, Mr. Walker filed a Petition for Damages in St. Louis County Circuit Court on January 3, 2017 against the City and the three Councilmembers: and

WHEREAS, the City Council removed Mr. Walker as City Manager on March 1, 2017, pursuant to Resolution Nos. 2017-4 and 2017-6, and ordered that Mr. Walker not receive any severance compensation or any other compensation (including vacation) the City was not legally required to pay; and

WHEREAS, at the time of his removal on March 1, 2017, Mr. Walker was earning an salary of \$140,716 and he had 689 hours of accrued vacation leave; and

WHEREAS, the value of six months of severance compensation was \$70,368 and the value of his vacation leave was \$46,600, for a total of \$116,958, which has not been paid to Mr. Walker; and

WHEREAS, Mr. Walker filed a Second Amended Petition for Damages on May 15, 2017 against the City and Councilmembers Paulette Carr, Terry Crow, Steve McMahon and Bwayne Smotherson, alleging breach of his Restated Employment Agreement, employment termination in violation of public policy, defamation, race discrimination and retaliation, by some or all of them; and

WHEREAS, the City and the four Councilmembers have denied the allegations against them; and

WHEREAS, the parties participated in a full day of mediation on September 14, 2017, and reached a tentative settlement; and

WHEREAS, the settlement calls for the City to pay the sum of \$114,000 to Mr. Walker and the City's insurer to pay the sum of \$36,000 to Mr. Walker's attorney, David Heimos, for legal fees; and

WHEREAS, the settlement calls for Mr. Walker to release all claims against the City and all Councilmembers, and to timely assist and cooperate with the City in connection with any matter within his knowledge or responsibility during his employment as City Manager, including in pending or future litigation, complaints or disputes involving the City and others.

NOW THEREFORE, BE IT RESOLVED, that the attached Settlement Agreement and Release is hereby approved, and the Interim City Manager is authorized to execute it on behalf of the City.

Adopted this 23<sup>rd</sup> day of October, 2017.

Shelley Welsch, Mayor

ATTEST:

  
Paulette Carr, Councilmember, Second Ward

LaRette Reese, Interim, City Clerk

  
Terry Crow, Councilmember, First Ward

  
Michael Glickert, Councilmember, Second Ward

  
Rod Jennings, Councilmember, Third Ward

  
Steve McMahon, Councilmember, First Ward

Bwayne Smotherson, Councilmember, Third Ward



## SETTLEMENT AGREEMENT AND RELEASE

1. Date: This Settlement Agreement and Release (the "Agreement") is made and entered into this 23 day of October, 2017.
2. Parties:
  - a. Releasing Parties: The Releasing Parties are Lehman Walker, his heirs, successors, assigns, subrogees, and any other person or entity who now or in the future may claim through them or on behalf of him in a derivative manner, including without limitation, any spouse, child, parent, relative, next of kin, trustee, conservator, employer, insurer, lien holder, health care provider, or other subrogated interest of any type or kind (collectively "Lehman Walker").
  - b. Released Parties: The Released Parties are the City of University City, Terry Crow, Paulette Carr, Steve McMahon, Bwayne Smotherson, Rod Jennings, Michael Glickert, Shelly Welsch, and their attorneys, agents, officers, servants, representatives, employees, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now or may hereafter be affiliated and any former employees, officers, council members, elected officials (collectively "the Released Parties").
3. Release of Claims: Now, in consideration of the payment of the total sum of One Hundred Fifty Thousand and 00/100ths Dollars (\$150,000.00) ("Settlement Proceeds"), Lehman Walker fully, finally and forever releases, acquits and discharges the Released Parties from any and all manner of actions, causes of actions, individual or class action claims or demands of every kind whatsoever, whether known, suspected or unknown in law or in equity and however originating or existing to the date hereof including, but not limited to:
  - a. all claims arising out of or relating to the termination of Plaintiff's employment and any and all claims of damages which were alleged to have arisen therefrom as set forth more fully in Plaintiff's lawsuit entitled *Lehman Walker v. City of University City, Paulette Carr, Terry Crow, Steve McMahon and Bwayne Smotherson* pending in the Circuit Court of St. Louis County, Cause No. 17SL-CC00066;
  - b. all claims pending before the EEOC or MCHR;
  - c. all claims arising out of or relating to the statements, actions or omissions of Defendants;
  - d. all claims under Title VII of the Civil Act of 1964 (as amended), the Age Discrimination in Employment Act, the Americans with Disability Act, 42 U.S.C. § 1981, the Employee Retirement Income Security Act, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, the Fair Credit Reporting Act, any other federal, state or local law, ordinance or regulation prohibiting employment discrimination, or any workers' compensation non-interference or non-retaliation statutes;

- e. all claims for defamation, wrongful or retaliatory discharge, negligence and all other claims or potential claims arising out of or relating to the termination of Plaintiff's employment or the actions of Defendants;
- f. all claims for alleged wrongful discharge, breach of contract, breach of implied contract, failure to keep any promise, breach of a covenant of good faith and fair dealing, breach of fiduciary duty, estoppel, infliction of emotional distress, fraud, misrepresentation, negligence, harassment, retaliation, reprisal, constructive discharge, assault, battery, false imprisonment, invasion of privacy, or interference with contractual or business relationships;
- g. all claims arising out of Plaintiff's activities, if any, as a "whistleblower";
- h. all claims related to any violation of any other principle of common law or any other wrongful employment practice;
- i. all claims for compensation of any kind, including without limitation, bonuses, commissions, vacation pay, and expense reimbursements;
- j. all claims for back pay, front pay, reinstatement, other equitable relief, compensatory damages, damages for alleged personal injury, liquidated damages, and punitive damages; and
- k. all claims for attorneys' fees, costs, and interest.

4. No Admission of Liability. Plaintiff understands that the Released Parties do not admit that they have in any way discriminated against, harassed or infringed the legal rights of Plaintiff or that they have any liability to Plaintiff for any reason whatsoever, and the entry into this Agreement shall not constitute any admission or evidence of unlawful conduct.

5. Payment of Consideration. Plaintiff understands and approves that the consideration will be paid as follows: The first check will be made payable to David Heimos, Esq. for \$36,000.00 for attorneys' fees and costs. The second check will be made payable to Lehman Walker for \$57,000.00 (minus the appropriate withholdings) as compensation for wages. The third check will be made payable to Lehman Walker for \$57,000. The first check will be issued by Western World Insurance Group and the second and third checks will be issued by the City of University City, Missouri.

6. Voluntary and Knowing Release. Plaintiff acknowledges that he has read this Agreement carefully and understands all of its terms including the Release of Claims set forth in paragraph 3. Plaintiff acknowledges that he has discussed this Agreement with an attorney.

7. Advice of Counsel. Plaintiff further acknowledges that he consulted with and relied upon the advice and representation of counsel chosen by him in negotiating and executing this Agreement and executes this Release as his free act and deed.

8. Representation. Other than as stated herein, the undersigned parties warrant that they have entered this Agreement after an independent, full, frank and fair examination of the facts pertaining to the Agreement; and each party has been represented and advised by counsel of its own choosing; and that the Agreement is not made by either party in reliance upon any statement of any person connected with, representing or represented by the opposing party; nor has either

party been influenced to any extent whatsoever by the opposing persons, firms or corporations, or by any persons representing them.

9. Consideration Period. Plaintiff understands that he is entitled to take up to 21 calendar days to consider the terms of this Agreement, although he also acknowledges that he is free to sign the Agreement at any time during the 21-day consideration period. Plaintiff represents that if he signs this Agreement before the expiration of the 21-day period, it is because he has decided that he does not need any additional time to decide whether to sign this Agreement.

10. Right to Rescind. Plaintiff further understands that he may rescind (that is cancel) this Agreement within 7 calendar days of signing it, not including the day on which he signs it. To be effective, his rescission must be in writing and delivered to HeplerBroom, LLC, 211 North Broadway, Suite 2700, St. Louis, MO 63102, by hand or by mail within the applicable 7-day period.

If sent by mail, the recession must be:

- a. postmarked within the applicable 7-day period;
- b. properly addressed to:  
HeplerBroom, LLC  
211 North Broadway, Suite 2700  
St. Louis, MO 63102; and
- c. sent by certified mail, return receipt requested.

This Agreement will not become effective or enforceable unless and until the 7-day rescission period has expired without Plaintiff rescinding it ("effective date"). If Plaintiff decides to rescind this Agreement, he understands that Defendants will not deliver the settlement funds as described in paragraph 1 above.

11. Dismissal of Lawsuit and Charge. Plaintiff agrees to cooperate fully and execute any and all supplementary documents relating to this matter and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, including, within ten (10) days after the effective date of this Agreement, to execute and file with the Circuit Court of St. Louis County, Cause Number 17SL—CC00066 a Stipulation of Dismissal with prejudice for all claims set forth in all Petitions filed therein. Plaintiff further agrees to withdraw any and all claims or charges relating to the aforesaid termination of his employment that are currently pending before the EEOC or MCHR, if any, and hereby relinquishes any and all rights to bring or pursue any claims for the aforesaid termination of his employment with the EEOC or MCHR in the future. Plaintiff further agrees for himself, and on behalf of his agents, personal representatives, heirs and assigns, that he will not apply for employment at City of University City and will not institute any internal or external action, charge, grievance, complaint or proceeding of any sort, or join any class action, against City of University City or any of the Released Parties, concerning any claim Plaintiff had, has or may have relating to Plaintiff's employment with City of University City, termination of such employment or refusal of City of University City to employ Plaintiff. Plaintiff further agrees that in the event that any person or entity should bring such a charge, claim, complaint, or action on his behalf, he hereby

waives and forfeits any right to recovery under said claim and will exercise every good faith effort to have such claim dismissed. The provisions of this Paragraph and Paragraph 3 above shall not be construed to prevent Plaintiff from filing a charge with the Equal Employment Opportunity Commission or other fair employment practice agency if he otherwise is permitted to do so by law, despite the provisions of this Agreement to the contrary. However, in filing such charge, Plaintiff expressly waives and disclaims any right to compensation or other benefit which may inure to him as a result of any charge, including any such benefits paid pursuant to this Agreement, and hereby expressly agrees to return or repay directly to City of University City any such benefit or compensation. **Plaintiff understands that the provisions of this Paragraph and Paragraph 3 mean that he cannot file another claim or lawsuit against Defendants.**

12. Pending/Future Litigation. Plaintiff agrees that he will timely assist and cooperate with the City of University City, its Interim City Manager or any successor, its attorneys, and its designated representatives (collectively, the "City"), in connection with any matter within the knowledge or responsibility of Plaintiff during his employment as City Manager. Without limiting the foregoing, Plaintiff agrees to:

- (a) Provide information or assistance to the City regarding any litigation, arbitration, proceeding, cause of action, claim, complaint, controversy or dispute involving the City;
- (b) Provide truthful testimony regarding same to any court, arbitrator, agency or other adjudicatory body;
- (c) Provide the City with immediate notice of contact by any party adverse to the City regarding same, and shall not assist any such adverse party except as may be required by law; and
- (d) Meet with the City at mutually convenient times and places with respect to any matter within the scope of this paragraph 12.

13. Fees and Expenses. The parties agree to bear their own respective attorney's fees, costs and expenses incurred through the date of execution of this Agreement.

14. Future Application for Employment. Plaintiff shall not apply for or otherwise seek or accept employment, rehire, reinstatement or recall with Defendants, including any subsequent mergers or acquisitions, and Defendants shall have the right to refuse to employ him in the future, without any legal liability whatsoever.

15. Mandatory Arbitration. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration using an arbitrator mutually agreeable to the parties, and if the parties cannot agree, pursuant to the procedures provided by the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

16. Enforceability of Agreement. The parties agree that should any provision in this agreement be determined to be unenforceable, such findings shall not affect the enforceability of the remaining provisions of this agreement.

17. Choice of Law. This Settlement Agreement is entered into in the State of Missouri and shall be construed and interpreted in accordance with its laws.

18. Entire Agreement. This Agreement represents the entire agreement between the parties concerning the subject matter and supersedes all prior oral or written communications or agreements between the parties concerning such subject matter. Neither this Agreement, nor any of its terms, may be changed, waived or added to, except in writing signed by all parties.

19. No other promises. Other than as stated herein, the undersigned warrant that no promise or inducement has been offered for this settlement, and that this Settlement Agreement is executed without reliance on any statement or representation of the parties released or their representatives concerning the nature and extent of the alleged claims and alleged liability therefor. The undersigned further warrant that they have read this Agreement, understand its contents, and know that they are bound hereby.

IN WITNESS WHEREOF, the below have signed this Settlement Agreement and Mutual Release as their free act and deed on the date above written.

Lehman O. Walker

Lehman Walker

Sworn to before me and subscribed in my presence this 23 day of October, 2017.



Allen R. Steele

Notary Public

My commission expires: 05-10-2020

CITY OF UNIVERSITY CITY, MISSOURI

By: Charles Adams

Charles Adams

Interim City Manager

Date: 10/23/2017

### MUTUAL RELEASE AND DISMISSAL AGREEMENT

This Mutual Release and Dismissal Agreement is made and entered into, as of the date of its execution by all parties, by and between Lehman O. Walker, an individual (hereinafter "Plaintiff"), and Steve McMahon, in his individual capacity, Paulette Carr, in her individual capacity, and Terry Crow, in his individual capacity (McMahon, Carr and Crow, in their individual capacities, are hereinafter collectively referred to as "Defendants).

WITNESSETH:

WHEREAS, Plaintiff filed a lawsuit in St. Louis County under case number 17SL-CC00066 (hereinafter the "Lawsuit"); and

WHEREAS, Plaintiff sought damages from Defendants in their individual capacities as well as in their official capacities as Council Members of University City, and named as additional defendants in the aforesaid suit the City of University City (hereinafter the "City"), and Bwayne Smotherson, in his individual capacity as well as his official capacity as a Council Member of University City, and Plaintiff sought actual, compensatory and punitive damages, as well as attorney's fees, costs and expenses, from each of the named defendants, jointly and severally; and

WHEREAS, Defendants have hired a personal attorney in the Lawsuit; and

WHEREAS, Defendants filed counterclaims in the Lawsuit; and

WHEREAS, Plaintiff and Defendants have denied liability to one another in relation to the claims and counterclaims alleged in the pleadings filed in the Lawsuit; and

WHEREAS, Plaintiff and Defendants have prosecuted, defended, litigated and proceeded as individuals, up to and including the date of execution of this Mutual Release and Dismissal

Agreement; and

WHEREAS, Plaintiff and Defendants believe it is in their mutual interests to amicably resolve, on the terms set forth in this Agreement, any claims that they have or may have against one another, in their individual capacities, of any kind or nature; and

WHEREAS, Plaintiff and Defendants wish to make a full, complete and final resolution of any and all claims that they have or may have in their individual capacities against one another existing prior to the execution hereof, and to do so separate and apart from the resolution of claims asserted by Plaintiff against the City, Smotherson or the Defendants in their official capacities;

IT IS HEREBY AGREED AS FOLLOWS:

1. Promptly after the execution of this Agreement by all parties, Plaintiff shall dismiss with prejudice all claims asserted by him against Defendants in their individual capacities in the Lawsuit, and Defendants shall dismiss with prejudice all counterclaims asserted by them against Plaintiff in the Lawsuit. With respect to all such dismissals, each of the said dismissing parties shall bear their own costs and attorney's fees.

2. In consideration of the mutual promises set forth herein, Plaintiff, on behalf of himself and his heirs, executors, personal representatives, administrators, successors and assigns, and all those claiming under or through him, hereby releases, acquits and forever discharges Defendants, their insurers, servants, employees, heirs, successors, assigns, attorneys, agents, other representatives, and all those in privity with them, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses, and compensation whatsoever, which Plaintiff had, has or may have against Defendants, or any of them, arising

from or as a result of any and all matters that were or could have been alleged as claims prior to the execution hereof, including but not limited to the claims asserted in the Lawsuit;

3. In consideration of the mutual promises set forth herein, Defendants, on behalf of themselves and their heirs, executors, personal representatives, administrators, successors and assigns, and all those claiming under or through them, hereby release, acquit and forever discharge Plaintiff, his insurers, servants, employees, heirs, successors, assigns, attorneys, agents, other representatives, and all those in privity with him, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses, and compensation whatsoever, which Defendants, or any of them, had, have or may have against Plaintiff arising from or as a result of any and all matters that were or could have been alleged as claims prior to the execution hereof, including but not limited to the claims asserted in the Lawsuit;

4. It is further understood and agreed that this Mutual Release and Dismissal Agreement is the compromise of doubtful and disputed claims, and that NO payment is, has or will be made from any source to secure the mutual releases and mutual dismissals of any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses, and compensation whatsoever which Plaintiff may have against Defendants in their individual capacities, or which Defendants in their individual capacities may have against Plaintiff. It is further agreed and understood that each party is to bear his or her attorney's fees and costs incurred in connection with the Lawsuit. The Mutual Release and Dismissal Agreement is not to be construed as an admission of liability on the part of anyone named herein, and the parties



released hereby deny liability therefor and intend merely to avoid further litigation and buy their peace.

5. It is further understood and agreed that any payment, fee, expense or anything of value made by or on behalf of, or coming from, any defendant in the Lawsuit other than Defendants in their individual capacities, including the City or Smotherson, is separate from, and does not constitute consideration for, this Mutual Release and Dismissal Agreement.

6. It is further understood and agreed that the binding nature of this Mutual Release and Dismissal Agreement shall not be affected by any agreement between Plaintiff and any other parties to the Lawsuit apart from Defendants in their individual capacities, including the City, Smotherson and Defendants in their official capacities.

7. It is further understood and agreed that this Mutual Release and Dismissal Agreement shall not affect the binding nature of any agreement between Plaintiff and any other parties to the Lawsuit apart from the Defendants in their individual capacities, including the City, Smotherson and Defendants in their official capacities.

8. It is further understood and agreed that the undersigned rely wholly upon their own judgment, belief, and knowledge as to the nature and extent of any damages which they may claim as a result of the occurrences which are the subject of the Lawsuit. Plaintiff and Defendants understand that each cannot file another claim or lawsuit against the other with respect to the claims being released herein.

9. The parties represent that prior to the signing of this Mutual Release and Dismissal Agreement, they have read it, understand its terms and conditions, were given an opportunity to consult with counsel, consulted with counsel, and voluntarily signed it.

IN WITNESS WHEREOF, and intending to be legally bound by the terms of this Mutual Release and Dismissal Agreement, it is signed by the parties on the date hereinafter shown.

Shanda Williams  
Witness

Lehman O. Walker  
Lehman O. Walker

10/23/17  
Date

[Signature]  
Witness

[Signature]  
Steve McMahon

10-23-17  
Date

[Signature]  
Witness

Pauletta Carr  
Pauletta Carr

10/23/2017  
Date

Pauletta Carr  
Witness

[Signature]  
Terry Crow

10/23/17  
Date

**UNIVERSITY CITY COUNCIL  
STUDY SESSION  
5th Floor of City Hall  
6801 Delmar  
May 29, 2018**

**MEETING CALLED TO ORDER**

The City Council Study Session was held in the Council Chambers on the fifth floor of City Hall, on Tuesday, May 29, 2018. Mayor Terry Crow called the Study Session to order at 5:32 p.m. In addition to the Mayor, the following members of Council were present:

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

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan Jr.; Director of Public Works and Parks, Sinan Alpaslan; Jeffrey Lindley, Office of transportation Federal Highway Administration; Angelica Gutierrez and Todd Antoine of Great Rivers Greenway.

**1. APPROVAL OF AGENDA**

Mayor Crow asked if there were any changes to the Agenda for tonight's Regular Session?

Mr. Rose requested that Item No. 4; (*Great Rivers' Maintenance Agreement*), currently under the Consent Agenda be moved to Item No. 1, of the City Manager's Report.

Councilmember McMahon noted that the effective date of Mr. Lander's appointment to the Library Board was July 1, 2018, rather than June 30, 2018.

Mayor Crow acknowledged all requests and proceeded as follows:

**2. PRESENTATIONS:**

*Requested by the City Manager*

**A. GREAT RIVERS GREENWAY**

Mr. Rose stated tonight's session will include a presentation from Great Rivers Greenway (GRG) regarding their proposed pedestrian and bicycle improvements for I-170 and Delmar.

Todd Antoine, VP of Planning & Projects, thanked Council for the opportunity to make this presentation. He stated many in this audience are probably familiar with the improvements made several years ago, and tonight's presentation entails proposed upgrades to the entire

connection at McKnight and Olive to address the safety of bicycles and pedestrians; a project that has been on their to-do list for quite some time.

### **Overview:**

- GRG was created in 2000, by voters in three counties; St. Louis City, St. Louis County, and St. Charles County.
- GRG's Mission - To build an interconnected system of greenways, parks, and trails throughout all three counties that connects neighbors and reserves/protects the environment along waterways and natural areas.
- GRG works with 250+ partners, which includes municipalities, MoDOT, private developers, and non-profit agencies.
- GRG's long-term vision is to develop a large network of greenways throughout all three counties.

### **Past Projects:**

- Completion of 16 active greenways consisting of 113 miles, with over 2 million users.
- Renovation of the Arch Grounds in Partnership with the City Arch River Project.

Ms. Gutierrez stated she has been with GRG for a year and a half, but as a former U City employee, she loves when the opportunity presents itself to make improvements for this community.

### **Delmar/McKnight Project Goals:**

- Create a safe and comfortable experience.
- Maintain and enhance traffic operations at intersections.
- Develop a visually appealing connection throughout the interchange.

### **Benefits:**

- Safety
- Economic development and vitality
- Health/Recreation; Crown Center and elderly community
- Transportation Alternative; utilized by Wash U and Monsanto employees
- Stormwater Management/Best Practices - retaining wall at Old Bonhomme

### **Centennial Greenway:**

- 2006 - Inception of design
- 2010 - Design completed
- 2010 - Execution of Operations and Maintenance Agreement by all four project partners; U City, Olivette, Ladue, and Clayton.
- 2012 - Execution of License Agreement by GRG & MoDOT to allow for construction. (MoDOT acquired all rights for St. Louis County roadways.)
- 2013 - Construction completed
- 2016 - Online safety evaluation of intersection. (*Residents voiced concerns about the need to improve safety for pedestrians and cyclists crossing the intersection.*)
- 2017 - Public Hearing conducted at Heman Park Community Center
- 2017 - Planning and design phase to address safety concerns

- 2018 - Completion of final design phase
- 2018 - Anticipated completion date; fall of this year. *(GRG to bear the expense for all improvements.)*

#### **Online Survey Results:**

- 100 responses
- Users - 75% cyclists; 47% drivers; 45% pedestrians
- Ambiguous cross markings
- Distance between crossings
- Inadequate time to cross
- Irregularity of pedestrian crossing signal
- Constricted pathways
- Dangerous right turn
- Forced to stop at Delmar due to unsafe conditions

The current configuration of Centennial Greenway starts at Clayton, crosses at the highway entrance, crosses at Delmar, crosses at McKnight, continues down McKnight, crosses at ramp entering the highway and continues into Olivette.

#### **Proposed Improvements:**

- Shorten the distance to cross Delmar by creating a small build-out
- Widen the median
- Reduce crossings from 5 to 2
- Avoidance of intersection at on and off ramps
- Utilize one side of McKnight to cross after the ramp
- Separate modes of transportation; green paint for bikes and white paint for pedestrians
- Curbs with delineators on McKnight to separate bikes from cars; maintained by MoDOT
- State of the art intersection utilizing all new national standards

An analysis of the Traffic Study conducted incorporating these proposed changes and reviewing the level of service found no negative impact.

Ms. Gutierrez stated the Letter of Agreement before Council amends the original Maintenance Agreement by incorporating all of the new improvements and providing U City with the option of submitting an application to the Federal Highway Administration seeking approval for the use of green paint for bicycle facilities. To date, only two cities have been granted approval; Wildwood and the City of St. Louis. *(A sketch of the proposed improvements has been attached to the Letter of Agreement.)*

Mayor Crow stated he drives this intersection every day and while he would agree that these are great improvements, the off-ramp at 170 going east on Delmar seems to be the most dangerous. Is there an element being added at this intersection which forces drivers to pay greater attention to bikers or pedestrians that could potentially be in the crosswalk? Ms. Gutierrez stated the crossing at this intersection has been eliminated. However, this

area will be cleared of all vegetation to improve visibility and the green space widened into what she calls, a small plaza, with several benches.

Mayor Crow asked if bikers would still have to look over their left-hand shoulder when the light is green to watch for cars coming off of 170? Ms. Gutierrez stated bikers or pedestrians will have a dedicated time to cross when the light is green. Mayor Crow stated drivers are trained to stop at a red light. But once the dedicated time for crossing has elapsed and the light is still green, there needs to be something at this intersection to make drivers aware of the fact that this is a bike/pedestrian crossing.

Ms. Gutierrez stated new signage has already been proposed for this intersection, but another review of this area can be taken to ensure that drivers have a clear understanding of the potential.

Councilman Cusick stated he rides this trail a lot and has seen people trying to cross on a green light with cars coming off of the highway, looking to their left for traffic and completely ignoring the people crossing on their right. So, he would agree with the Mayor's comments about this being an extremely dangerous intersection. Without some sort of device that causes drivers to stop and look before proceeding; even with a green light, walkers and bikers are really left on their own.

Mr. Antoine stated even though MoDOT is sensitive about the way cars queue up coming off of this intersection, they were opposed to the engineer's suggestion to add an element that required cars to stop. So, while GRG would agree that something more needs to be done, the goal is to get these improvements approved and completed, and then address any additional improvements that may be warranted.

Councilman Cusick asked if it would be feasible to move the crossing away from the ramp; for example, one block east on Delmar? Ms. Gutierrez stated although they had not looked at moving the crosswalk further east, it has been shortened to reduce its distance from the ramp. She stated drivers making a left turn to enter Schnucks, is also problematic, so there was some concern about adding more pedestrians to the crossing. And pursuant to the Federal Highway Administration's regulations, they are prohibited from removing previously installed pedestrian facilities.

Mayor Crow asked whether this proposal had been reviewed by the Traffic Commission? Mr. Rose stated that it had been reviewed once by the Traffic Commission and is scheduled to go back to them for a subsequent review in June.

Mayor Crow questioned whether Council was being asked to vote on this proposal and the Letter of Agreement at tonight's meeting? Mr. Rose stated since authorization will come from the County, the presentations being made to Council and the Traffic Commission are for the purpose of making both entities aware of what is being proposed and garner feedback or suggestions.

Councilmember Hales asked Mr. Rose if it was correct to assume that there was no direct correlation to the Maintenance Agreement currently before Council and the authorization of this design proposal? Mr. Rose stated based on his understanding that would be correct.

Councilmember Smotherson asked what type of signage would be installed from Ladue to Delmar?

Ms. Gutierrez stated the proposed signage; which has been used by GRG for approximately a year and a half, incorporates the new way-finding standard that instructs bikers/pedestrians on which direction to travel. Councilmember Smotherson stated that when bikers and pedestrians encounter Delmar they need to be aware of oncoming traffic from the highway.

Mr. Antoine stated what GRG has done in similar situations is install warning signage that promotes awareness of the potential for oncoming traffic. He stated the struggle they face in working with MoDOT and St. Louis County is obtaining approval for the installation of signs that alert the driver, as well as the trail users.

Councilmember Clay asked whether the City's financial commitment would remain basically the same as outlined in the 2010 Agreement? Mr. Antoine stated the only addition GRG will be seeking is routine maintenance of the green painted areas.

Mr. Rose stated the reason he had requested that this item be moved from the Consent Agenda was to be provided with an opportunity to explain that this Letter of Agreement is an expansion of the 2010 Agreement, which contains routine maintenance of the improvements being proposed.

Councilmember Cusick stated the large park to the east has separate paths for heels or wheels. And after witnessing seniors nearly being knocked off their feet by bikers speeding up and down Crown Center, he would like to know if similar demarcations could be utilized in some of the high pedestrian areas to ensure their safety?

Mr. Antoine stated that was an excellent question since GRG has already started contemplating what they can do long-term to create more of a separated facility between bikers and walkers. So, although nothing has been included in this project, he thinks this is a subject everyone has recognized will require additional consideration as more and more trails are connected and utilized. And he would also like to note, that GRG's trail design guidelines have now been updated to include a center paint path that directs bicycle and pedestrian traffic.

Councilmember Hales asked if the proposed crosswalks and signals were mandated by State regulations? Ms. Gutierrez stated that they were. Councilmember Hales questioned if it was common for municipalities to assume the responsibility of maintaining State intersections? Ms. Gutierrez stated based on her experience, each municipality has always been accountable for maintaining improvements. In this case, however, U City has the option of using white paint with a bicycle symbol instead of the green paint. Councilmember Hales asked if this proposal would eliminate the current dedicated right turn lane on westbound Delmar to McKnight? Ms. Gutierrez stated one travel lane would be eliminated in order to enhance the connection to the Greenway through the implementation of sidewalks. Councilmember Hales asked whether anyone had conducted an independent review of this improvement and its effect on traffic? Because one concern voiced by members of the Traffic Commission was the level of stacking that might occur. Ms. Gutierrez stated GRG is restricted from implementing any improvements

without prior approval from St. Louis County. Therefore, both the Traffic Study and conceptual plans were submitted and St. Louis concurred with the study's analysis that this reduction would create no impact with respect to congestion.

Councilmember Clay asked if GRG had a demographic breakdown of the people who used Centennial Greenway? Mr. Antoine stated GRG has started to install automatic trail counters on some of their newer projects, but for older projects like Centennial Greenway, an intern is used to gather and track statistics. He stated his belief is that the information collected is limited to bicycles, pedestrians, kids, direction, and perhaps, gender, but he would be glad to provide the report to anyone who is interested. Councilmember Clay requested a copy of the report.

Mayor Crow expressed his appreciation and thanked everyone for their role in this evening's presentation. He noted that Council had been provided with a copy of the proposed Maintenance Agreement and in the time remaining, staff has agreed to walk everyone through whatever changes may exist.

### **3. ADJOURNMENT**

Mayor Crow reminded Council of the Executive Session immediately following tonight's regular session and closed the Study Session at 6:09 p.m.

LaRette Reese  
City Clerk





## Council Agenda Item Cover

**MEETING DATE:** June 11, 2018

**AGENDA ITEM TITLE:** 2019 Community Development Block Grant Allocation (CDBG)

**AGENDA SECTION:** Public Hearing

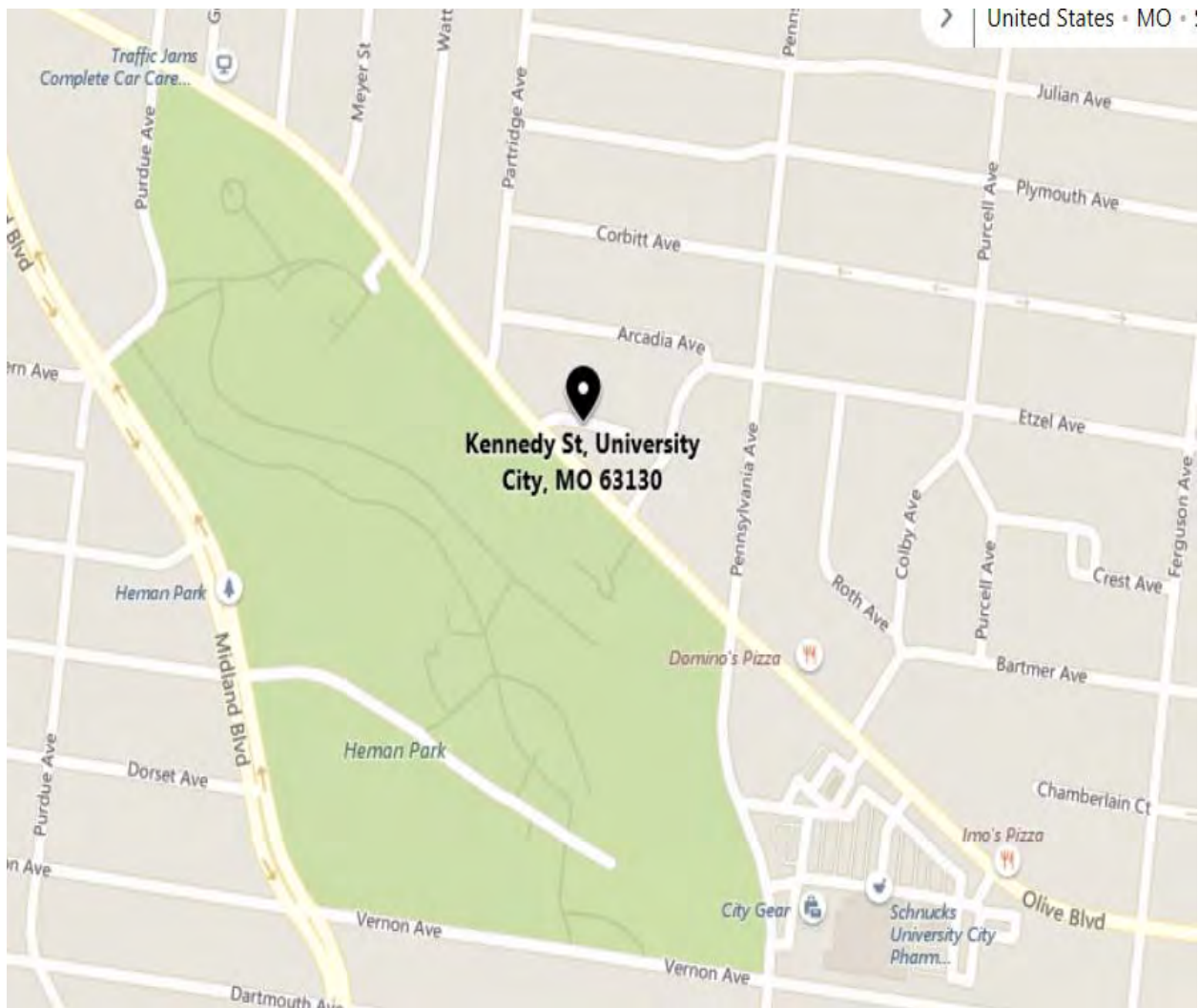
**CAN THIS ITEM BE RESCHEDULED? :** No

**BACKGROUND REVIEW:** Below is the CDBG proposed budget for calendar year 2019, along with the approved budgets for 2017, 2018 and 2019 for comparison. Public comment will be taken at the Public Hearing during the Council Meeting.

Calendar Year 2019 Proposed CDBG total fund will be allocated to the Street Improvement project. Public Works department recommended a street improvement project at Kennedy Street from Olive Blvd. to Etzel Street. The estimated cost for this project is \$130,000.

<u>Activity</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
<b>Rehabilitation of Private Property</b>			
Private Property Rehab	\$ -	\$ 75,000	\$ -
<b>Public Service</b>			
Police	25,000	28,400	-
<b>Street Improvement</b>			
Streets, Sidewalks and Alleys	78,400	-	103,400
	<u>\$ 103,400</u>	<u>\$ 103,400</u>	<u>\$ 103,400</u>

**ATTACHMENTS:** Map of Kennedy Street  
Public Notice  
Public Hearing Handout



# Public Notice

The City of University City will hold a public hearing to discuss the estimated allocation of the \$103,400 in Community Development Block Grant (CDBG) funds, which became available after Monday, January 1, 2018. The public hearing will be held at 6:30 p.m. on Monday, June 11, 2018, at City Hall, 5th Floor, 6801 Delmar Blvd.

To further its commitment to fair and equitable treatment of all citizens, the City of University City has enacted and/or enforces the following:

**A Fair Housing Ordinance** prohibiting unlawful discrimination against any person because of race, sex, color, religion, disability, familial status or national origin;

**A Policy of Nondiscrimination on the Basis of Disability** in the admission or access to, or employment in, its federally assisted programs or activities;

**A Policy of Equal Opportunity to Participate in Municipal Programs and Services** regardless of race, color, religion, sex, age, disability, familial status, national origin, or political affiliation;

**A requirement for bidding on CDBG activities that promotes** employment opportunities created by HUD funding and that these opportunities be afforded low-income community residents and businesses.

If you would like information regarding the above policies or if you believe you have been unlawfully discriminated against, contact the following municipal official or employee who has been designated to coordinate compliance with equal employment opportunity requirements referenced above. Additionally, if you are unable to attend the public hearing, you may provide written comments regarding the Community Development Block Grant Program to the following municipal official:

**Tina Charumilind, Director of Finance**

If you are a person with a disability or have special needs and want to participate in this public hearing, please contact LaRette Reese at [314.505.8605](tel:314.505.8605) no later than Friday, June 8, 2018. For more information, call [314.862.6767](tel:314.862.6767) or Relay Missouri at [800.735.2966](tel:800.735.2966) (TDD).



## **PUBLIC HEARING HANDOUT**

### **National Objectives**

All activities funded by the CDBG program must meet one of the following National Objectives:

- 1. Primarily benefit low- and moderate-income residents.**
- 2. Eliminate slums and blight.**
- 3. Alleviate urgent, serious, and critical community needs that are of recent origin.**

### **Eligible CDBG Activities**

Funds may be expended on the following types of activities if these activities benefit low- or moderate-income residents, eliminate slums and blight, or address an urgent County need.

- A. Acquisition.** Acquisition in whole or in part by the recipient, or other public or private nonprofit entity.
- B. Public Facilities and Improvements.** Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, such as streets, sidewalks, parks, water and sewer facilities, sanitary sewers, neighborhood centers, parking lots and fire stations. (However, activities under this paragraph may be directed to the removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements.)

In undertaking such activities, design features and improvements which promote energy efficiency may be included. Such activities may also include the execution of architectural design features and similar treatments intended to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art.

Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction. Such facilities include shelters for the homeless; convalescent homes; hospitals, nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group homes for mentally handicapped persons and temporary housing for disaster victims. In certain cases, nonprofit entities and subrecipients may acquire title to public facilities.

When such facilities are owned by nonprofit entities or subrecipients, they shall be operated so as to be open for use by the general public during all normal hours of operation. Public facilities and improvements eligible for assistance under this paragraph are subject to the policies in CFR Sec. 570.200(b).

- C. Clearance Activities.** Clearance, demolition, and removal of buildings.

- D. Public Services.** Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government.
- E. Interim Assistance.** The following activities may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where the recipient has determined that immediate action is necessary and permanent improvements will be carried out as soon as practicable:
1. The repairing of streets, sidewalks, publicly owned utilities, and public buildings; and
  2. The execution of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash.
- F. Rehabilitation and Preservation Activities.** CDBG funds may be used to finance the rehabilitation of:
1. Privately owned buildings and improvements for residential purposes. Improvements to a single-family residential property which is also used as a place of business, which are required in order to operate the business, need not be considered to be rehabilitation of a commercial or industrial building if the improvements also provide general benefit to the residential occupants of the building;
  2. Low-income public housing and other publicly owned residential buildings and improvements;
  3. Publicly or privately owned commercial or industrial buildings, except that the rehabilitation of such buildings owned by a private for-profit business is limited to improvements to the exterior of the building and the correction of code violations;
  4. Nonprofit-owned nonresidential buildings and improvements.
- G. Subsistence Payments.** Payments may be made to service providers on behalf of low to-moderate-income residents for such items as rent, mortgage and utility assistance. These grant payments are designed to prevent low and moderate-income residents from becoming homeless. Payments are allowed for three-month periods.



## Council Agenda Item Cover

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**MEETING DATE:** June 11, 2018

**AGENDA ITEM TITLE:** Fiscal Year 2018-2019 Budget

**AGENDA SECTION:** Public Hearing

**CAN THIS ITEM BE RESCHEDULED? :** No

**BACKGROUND REVIEW:** The Proposed fiscal Year 2018-2019 (FY 19) Budget is available for public view and access at City Hall, Library and on the City's website. This hearing provides an opportunity for public comment.

**Total Revenues – All Funds** **\$38,202,300**

**Total Expenditures – All Funds** **\$40,472,000**

The General Fund serves as the City's operating fund and below is further detail regarding the fund's proposed budget.

	<b>FY 2018</b>	<b>FY 2019</b>
<b>Beginning Total Fund Balance</b>	\$ 9,278,974	\$ 7,979,000
Projected Revenue	23,958,500	22,802,800
Projected Expenditures as shown in Proposed Budget	(26,118,474)	(23,716,900)
Transfer In from other Funds	-	1,058,000
Budget Amendment (net)	885,000	-
<b>Ending Fund Balance</b>	8,004,000	8,122,900
Less Year-end Commitments (estimated)	(25,000)	-
<b>Undesignated Fund Balance</b>	7,979,000	8,122,900
<b>Fund Balance as a Percentage of Operating Expenditures</b>	30.5%	34.2%

The tables below display the total revenues and expenditures for all Funds.



**Fiscal Year 2019  
Proposed Budget**

<b>Revenue All Funds</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Actual</b>	<b>FY 2018 Original</b>	<b>FY 2018 Amended</b>	<b>FY 2018 Estimated</b>	<b>FY 2019 Budget</b>	<b>% over FY 2018</b>
General	21,409,971	21,558,343	22,453,500	22,453,500	22,453,500	22,802,800	2%
Capital Improvement	2,353,996	2,408,872	2,300,000	2,300,000	2,300,000	2,402,000	4%
Park and Stormwater	1,293,178	1,334,993	1,250,000	1,250,000	1,250,000	1,301,000	4%
Public Safety	-	-	800,000	800,000	800,000	1,700,000	113%
Grants	1,808,389	1,681,880	1,634,000	1,634,000	1,634,000	1,077,700	-34%
Golf Course	681,740	751,860	705,000	705,000	705,000	725,000	3%
Library	1,861,072	1,809,925	1,790,000	1,790,000	1,790,000	1,760,500	-2%
Fleet Maintenance	1,673,426	1,581,853	1,473,300	1,473,300	1,473,300	1,559,900	6%
Solid Waste	2,809,867	3,053,106	3,050,000	3,050,000	3,050,000	3,122,500	2%
Public Parking Garage	174,155	136,714	200,000	200,000	200,000	161,200	-19%
Loop Business District	151,941	215,352	207,000	207,000	207,000	215,000	4%
Parkview Gardens Special District	98,516	93,413	83,200	83,200	83,200	95,300	15%
Economic Development Sales Tax	667,440	692,359	666,000	666,000	666,000	703,400	6%
Sewer Lateral	573,409	574,442	575,000	575,000	575,000	576,000	0%
<b>Total</b>	<b>33,728,385</b>	<b>34,083,186</b>	<b>35,397,000</b>	<b>35,397,000</b>	<b>35,397,000</b>	<b>38,202,300</b>	<b>8%</b>

<b>Expenditures All Funds</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Actual</b>	<b>FY 2018 Original</b>	<b>FY 2018 Amended</b>	<b>FY 2018 Estimated</b>	<b>FY 2019 Budget</b>	<b>% over FY 2018</b>
General	22,838,234	22,029,435	23,771,200	23,753,400	23,602,300	23,716,900	0%
Capital Improvement	1,290,769	1,886,381	2,385,200	2,385,200	2,385,200	3,597,800	51%
Park and Stormwater	1,622,218	1,128,704	1,044,300	1,044,300	1,044,300	1,413,400	35%
Public Safety	-	-	-	-	-	1,666,300	100%
Grants	1,408,473	741,070	1,634,000	1,634,000	1,634,000	1,077,700	-34%
Golf Course	569,843	580,935	612,200	612,200	612,200	715,800	17%
Library	1,653,797	1,724,943	1,761,700	1,761,700	1,761,700	1,739,700	-1%
Fleet Maintenance	1,704,000	1,646,915	1,473,300	1,473,300	1,473,300	1,559,900	6%
Solid Waste	3,200,583	2,767,582	3,042,100	3,317,100	3,317,100	3,310,500	9%
Public Parking Garage	165,928	171,051	161,200	161,200	161,200	158,500	-2%
Loop Business District	155,770	164,134	207,000	207,000	207,000	142,300	-31%
Parkview Gardens Special District	94,560	108,778	83,200	83,200	83,200	94,800	14%
Economic Development Sales Tax	811,356	467,142	615,000	615,000	615,000	702,400	14%
Sewer Lateral	721,304	865,381	570,500	770,500	770,500	576,000	1%
<b>Total</b>	<b>34,670,727</b>	<b>32,566,058</b>	<b>37,360,900</b>	<b>37,818,100</b>	<b>37,667,000</b>	<b>40,472,000</b>	<b>8%</b>



The tables below display all funds revenues by type and expenditures by department.




**Fiscal Year 2019  
Proposed Budget**

Revenues By Type All Funds	FY 2016 Actual	FY 2017 Actual	FY 2018 Original	FY 2018 Amended	FY 2018 Estimated	FY 2019 Budget	% over FY 2018
Property Taxes	5,104,427	5,100,846	5,154,000	5,154,000	5,154,000	5,210,500	1%
Sales & Use Tax	10,660,814	10,735,321	10,745,000	10,745,000	10,745,000	12,768,400	19%
Intergovernmental	2,150,304	2,148,025	2,140,800	2,140,800	2,140,800	2,193,700	2%
Grants	1,943,786	1,794,484	1,694,000	1,694,000	1,694,000	1,137,700	-33%
Licenses	698,961	720,902	702,500	702,500	702,500	745,000	6%
Gross Receipts Tax	6,062,824	6,117,081	6,235,000	6,235,000	6,235,000	6,469,300	4%
Inspection Fees and Permits	1,143,591	962,181	1,150,000	1,150,000	1,150,000	1,125,000	-2%
Service Charges	3,889,157	3,808,774	3,880,500	3,880,500	3,880,500	3,876,500	0%
Parks & Recreation Fees	855,500	807,209	880,000	880,000	880,000	1,617,000	84%
Municipal Court and Parking	919,879	822,965	968,000	968,000	968,000	915,500	-5%
Interest	42,979	24,233	63,000	63,000	63,000	58,500	-7%
Miscellaneous Revenue	(237,391)	517,649	595,700	595,700	595,700	525,300	-12%
<b>Total Revenue</b>	<b>33,234,830</b>	<b>33,559,668</b>	<b>34,208,500</b>	<b>34,208,500</b>	<b>34,208,500</b>	<b>36,642,400</b>	<b>7%</b>

Expenditures By Department All Funds	FY 2016 Actual	FY 2017 Actual	FY 2018 Original	FY 2018 Amended	FY 2018 Estimated	FY 2019 Budget	% over FY 2018
Legislative	182,614	221,917	206,800	206,800	206,800	211,000	2%
City Manager's Office	1,207,345	1,078,977	767,600	767,600	770,700	1,081,000	41%
Human Resources	132,898	127,726	164,000	164,000	137,000	152,800	-7%
Information Technology	464,616	461,059	688,900	688,900	688,900	696,900	1%
Finance	753,292	674,362	814,100	804,100	802,100	885,900	9%
Municipal Court	286,306	308,136	344,900	344,900	344,900	361,700	5%
Police	7,683,677	8,710,397	9,196,000	9,188,200	9,182,300	9,957,300	8%
Fire	3,925,880	3,160,139	3,621,000	3,621,000	3,595,000	4,059,400	12%
Community Development	2,679,986	2,251,666	2,395,000	2,567,500	2,563,500	2,628,800	10%
Park Recreation & Forestry	2,710,369	2,881,304	3,079,500	3,079,500	2,997,200	3,720,000	21%
Public Works	8,039,700	7,132,047	7,207,000	8,758,700	8,751,700	12,247,500	70%
Debt Service	933,448	943,849	842,100	842,100	842,100	815,000	-3%
Component Units:							
Library	1,778,339	1,842,696	1,761,700	1,761,700	1,761,700	1,857,700	5%
Loop Business District	155,770	164,134	207,000	207,000	207,000	142,300	-31%
Parkview Gardens	94,560	108,778	83,200	83,200	83,200	94,800	14%
<b>Total</b>	<b>32,078,728</b>	<b>30,067,185</b>	<b>32,044,800</b>	<b>33,085,200</b>	<b>32,934,100</b>	<b>38,912,100</b>	<b>21%</b>

Below is the summary of the proposed capital improvement project by fund.

	Summary of Capital Improvement Program	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Total
<b>CAPITAL IMPROVEMENT SALES TAX FUND</b>							
ADA Curb Ramp Design	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000	
Canton Avenue Resurfacing and Upgrades	-	20,000	-	160,000	-	180,000	
City Facilities Improvements	700,000	700,000	700,000	700,000	700,000	3,500,000	
City-wide Energy Efficiency Master Plan	-	30,000	-	-	-	30,000	
City-wide Space Needs Study	30,000	-	-	-	-	30,000	
Morgan-Wilshire	250,000	-	-	-	-	250,000	
Parking Meter Replacement Program	110,000	100,000	100,000	-	-	310,000	
Sidewalk and Curb Maintenance	400,000	400,000	400,000	400,000	400,000	2,000,000	
Street Lighting Enhancement	150,000	150,000	150,000	150,000	150,000	750,000	
Street Resurfacing	700,000	700,000	700,000	700,000	700,000	3,500,000	
Westgate Avenue Improvement - STP	28,000	2,300	202,800	-	-	233,100	
<b>Total Capital Imp. Sales Tax Fund</b>	<b>2,418,000</b>	<b>2,152,300</b>	<b>2,302,800</b>	<b>2,160,000</b>	<b>2,000,000</b>	<b>11,033,100</b>	
<b>GOLF COURSE FUND</b>							
Golf Course Lighting Installation	-	130,000	-	-	-	130,000	
Golf Course Spray Unit	40,000	-	-	-	-	40,000	
<b>Total Golf Course Fund</b>	<b>40,000</b>	<b>130,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>170,000</b>	
<b>GRANT FUND</b>							
Ackert Walkway (TAP)	245,700	-	-	-	-	245,700	
Canton Avenue Resurfacing and Upgrade	-	80,000	-	640,000	-	720,000	
Fogerty Park Trail Phase II Improvement (MPGC)	525,000	-	-	-	-	525,000	
Park Improvements	-	525,000	525,000	525,000	525,000	2,100,000	
Sidewalk and Curb Maintenance (CDBG)	75,000	75,000	75,000	75,000	75,000	375,000	
Westgate Avenue Improvement - STP	112,000	9,000	811,300	-	-	932,300	
<b>Total Grant Fund</b>	<b>957,700</b>	<b>689,000</b>	<b>1,411,300</b>	<b>1,240,000</b>	<b>600,000</b>	<b>4,898,000</b>	
<b>PARK AND STORM WATER SALES TAX FUND</b>							
Ackert Walkway	66,300	-	-	-	-	66,300	
Fogerty Park Trail Phase II Improvement	31,500	-	-	-	-	31,500	
Heman Park Pool Renovation	315,000	-	-	-	-	315,000	
Softball Field No. 6	30,000	-	-	-	-	30,000	
Storm Water Master Plan	200,000	200,000	200,000	200,000	200,000	1,000,000	
Tree Replacement/Emerald Ash Borer	110,000	120,000	130,000	140,000	-	500,000	
U City in Bloom Irrigation System	105,000	-	-	-	-	105,000	
<b>Total Park and Storm Water Sales Tx Fund</b>	<b>857,800</b>	<b>320,000</b>	<b>330,000</b>	<b>340,000</b>	<b>200,000</b>	<b>2,047,800</b>	
<b>PUBLIC SAFETY SALES TAX FUND</b>							
In-car Vehicle Camera	71,300	34,600	34,600	34,600	34,600	209,700	
License Plate Reader	15,000	-	-	-	-	15,000	
Police Station Construction	1,300,000	4,700,000	-	-	-	6,000,000	
Purchase of Fire Pumper Truck	250,000	250,000	-	-	-	500,000	
Purchase of Unmanned Vehicle	30,000	-	-	-	-	30,000	
<b>Total Public Safety Sales Tax Fund</b>	<b>1,666,300</b>	<b>4,984,600</b>	<b>34,600</b>	<b>34,600</b>	<b>34,600</b>	<b>6,754,700</b>	
<b>SOLID WASTE FUND</b>							
Solid Waste Grant	20,000	20,000	20,000	20,000	20,000	100,000	
Solid Waste Grant	100,000	100,000	100,000	100,000	100,000	500,000	
Solid Waste Rate Study	35,000	-	-	-	-	35,000	
<b>Total Solid Waste Fund</b>	<b>155,000</b>	<b>120,000</b>	<b>120,000</b>	<b>120,000</b>	<b>120,000</b>	<b>635,000</b>	
<b>GRAND TOTAL OF CIP PROGRAM</b>	<b>\$ 6,094,800</b>	<b>\$ 8,395,900</b>	<b>\$ 4,198,700</b>	<b>\$ 3,894,600</b>	<b>\$ 2,954,600</b>	<b>\$ 25,538,600</b>	

# **Proposed FY 2018-2019 Annual Operating Budget Presentation**

April 26, 2018

By

Gregory Rose

City Manager



# Priorities

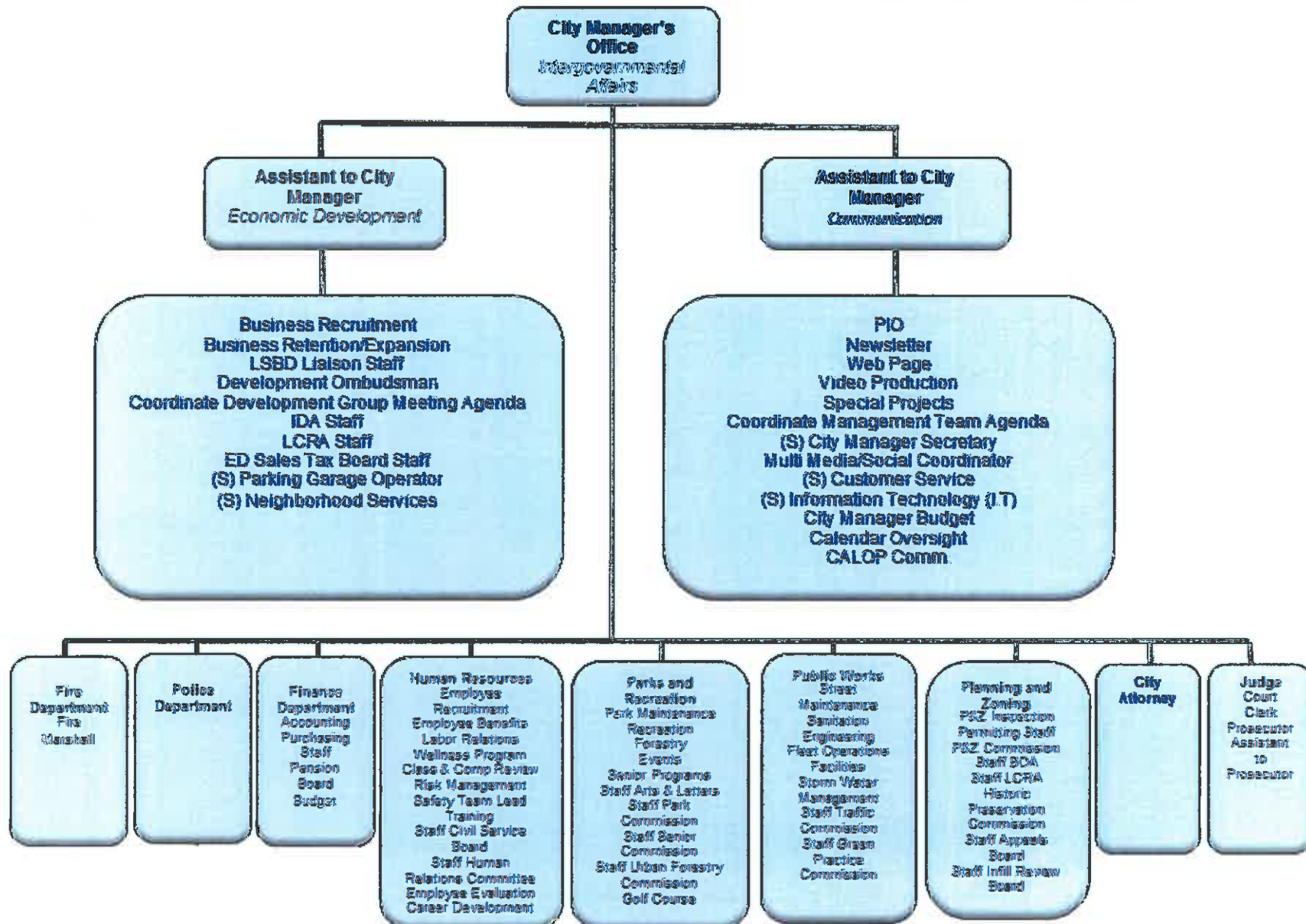
- Economic Development
- Public Safety
- Encourage High Quality Growth
- Prudent Fiscal Management
- Infrastructure
- Community Quality of Life Amenities
- Employees



# Closing Out FY 18

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

# Organization Structure





# Resident Property Tax Bill

## Where does it all go?

<u>Description</u>	<u>Rate/\$100</u>	<u>% of Tax Bill</u>
State of Missouri	0.0300	0.4%
St. Louis County	0.4890	5.9%
Community College	0.2112	2.5%
Special School District	1.1912	14.5%
Metro Zoo	0.2694	3.3%
University City School District	4.9002	59.6%
<b>City of University City</b>	<b>0.6900</b>	<b>8.4%</b>
Library	0.2460	3.0%
Miscellaneous	0.1999	2.4%
Total	<u>\$ 8.2269</u>	<u>100.0%</u>

# Resident Property Tax Bill

Example: House Market Value - \$200,000

Assessed Value \$38,000 (19% of Market Value)

$$\text{Tax Bill} = 38,000 \times 8.2269 / 100 = \$3,126$$

<u>Description</u>	<u>Amount</u>	<u>% of Tax Bill</u>
State of Missouri	\$ 13	0.4%
St. Louis County	184	5.9%
Community College	78	2.5%
Special School District	453	14.5%
Metro Zoo	103	3.3%
University City School District	1,863	59.6%
<b>City of University City</b>	<b>263</b>	<b>8.4%</b>
Library	94	3.0%
Miscellaneous	75	2.4%
Total	<u>\$ 3,126</u>	<u>100.0%</u>





# **Major Highlights**

## **FY 2019**

- Design of Police Station
- Two (2) percent COLA
- Citizen Satisfaction Survey
- Funds Space Needs Study
- Same or Reduced Tax Rate
- Exceeds 17% fund balance for General Fund



# **Major Highlights FY 19 (Continued)**

- Increase Capital Spending
- Funds Restructured Organization
- Moves to Cash Basis Budgeting

# **All Funds Summary (Governmental Funds)**

Total Revenues:	\$30,733,200
Total Expenditures:	\$31,192,300
Ending Fund Balance:	\$18,059,500

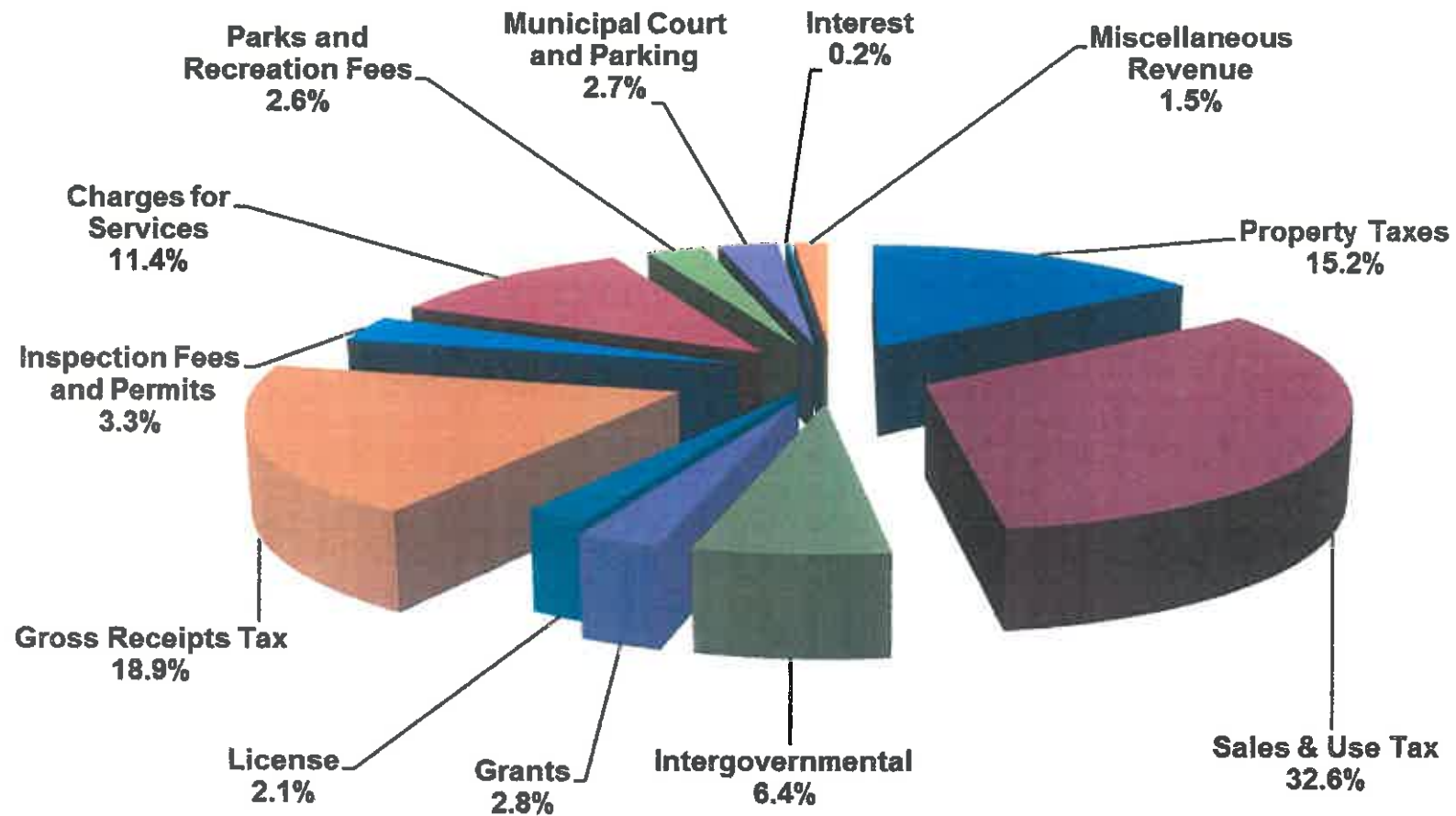
# FY 2019 Budget

## Revenue Sources - All Funds

	Amount	Percentage
Property Taxes	\$ 5,210,500	15.2%
Sales & Use Tax	11,068,400	32.6%
Intergovernmental	2,193,700	6.4%
Grants	957,500	2.8%
License	745,000	2.1%
Gross Receipts Tax	6,469,300	18.9%
Inspection Fees and Permits	1,125,000	3.3%
Charges for Services	3,876,500	11.4%
Parks and Recreation Fees	892,000	2.6%
Municipal Court and Parking	915,500	2.7%
Interest	58,500	0.2%
Miscellaneous Revenue	525,300	1.5%
<b>Total Revenue</b>	<b>\$ 34,037,200</b>	<b>100.0%</b>

# FY 2019 Budget

## Revenue Sources-Percentages

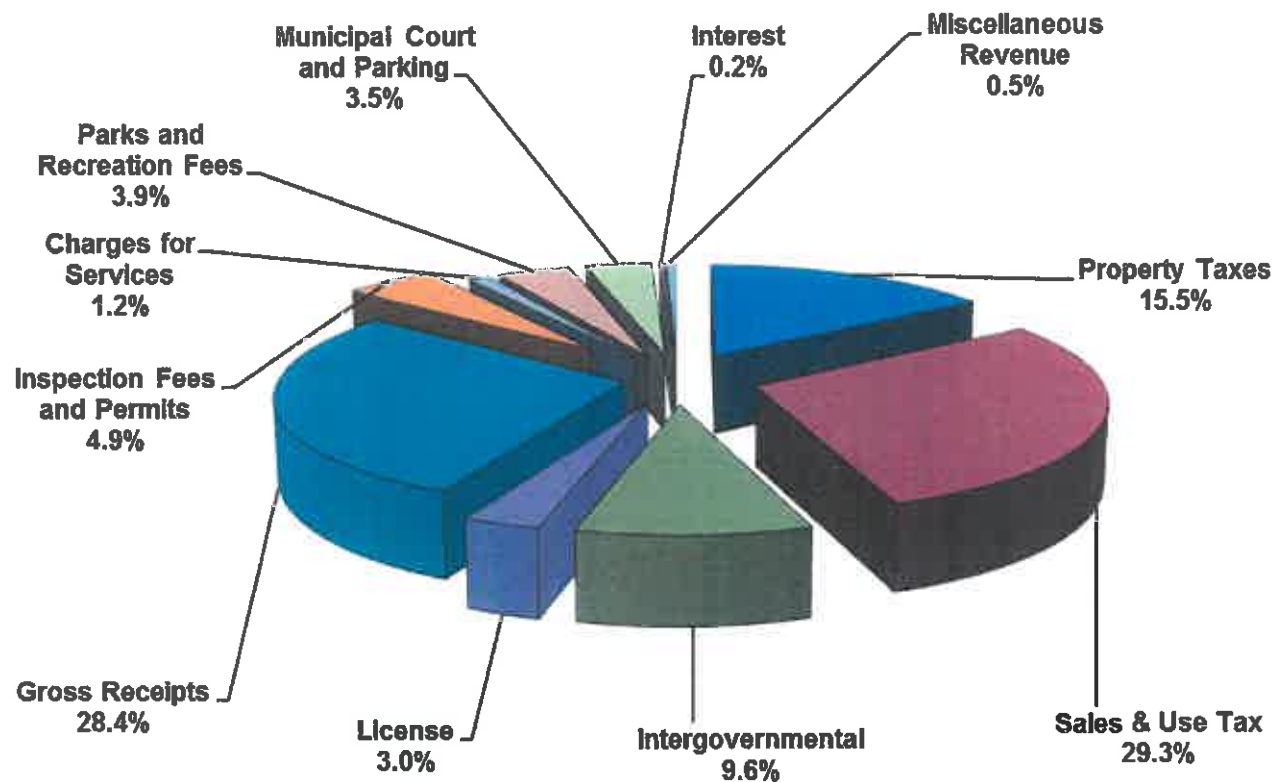


# FY 2019 General Fund Revenue Sources

	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%
<b>Total Revenue</b>	<b>\$ 22,802,800</b>	<b>100.0%</b>



# FY 2019 General Fund Revenue Sources-Percentages



# FY 2019 General Fund Transfers In

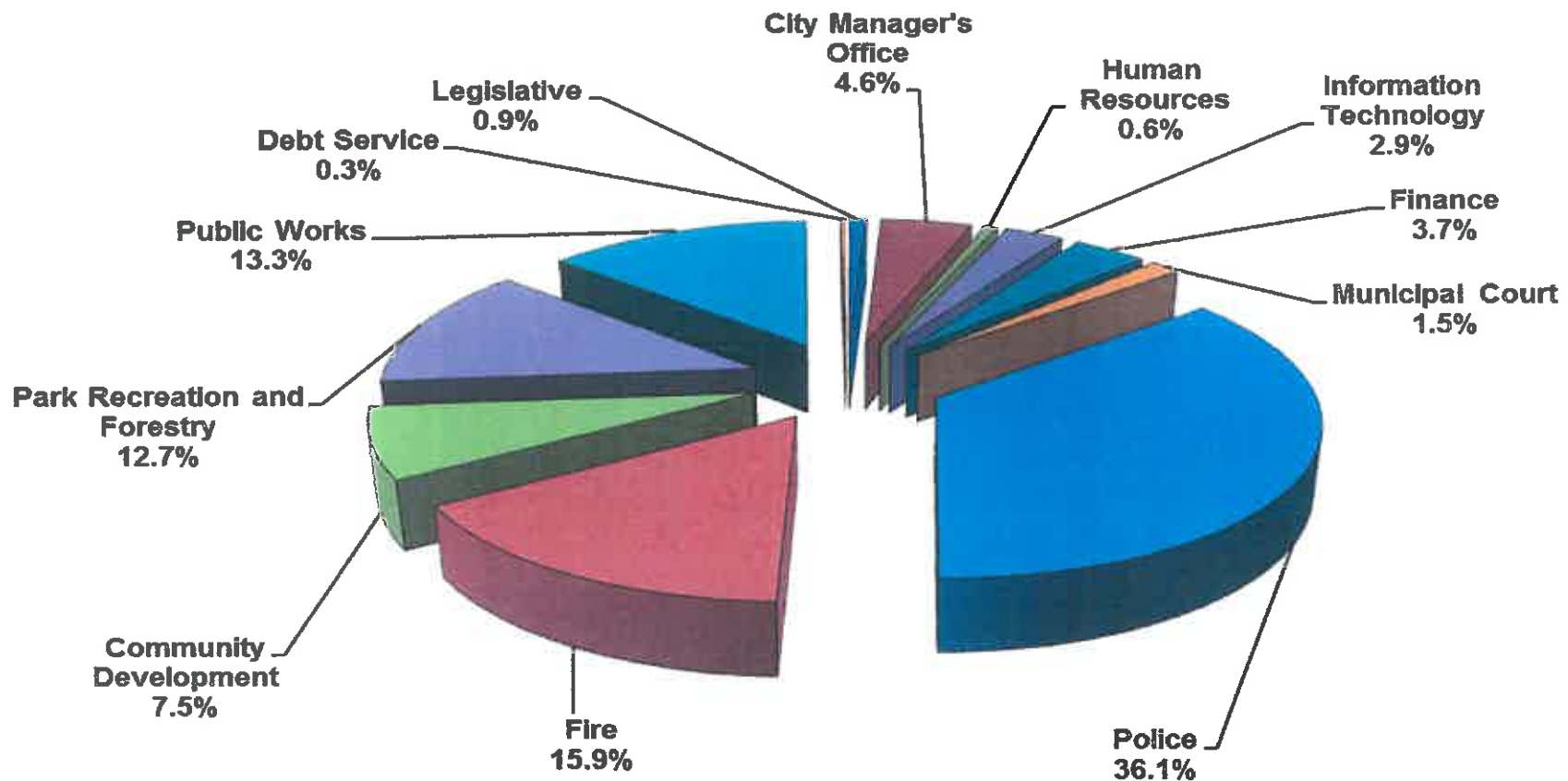
• Capital Improvement Fund	\$400,000
• Golf Course Fund	\$150,000
• Solid Waste Fund	\$75,000
• EDRST Fund	\$133,000
• Public Safety Fund	<u>\$300,000</u>
Total Transfers In	<u>\$1,058,000</u>



# FY 2019 General Fund Expenditures

Expenditure by Department	Amount	Percentage
Legislative	\$ 211,000	0.9%
City Manager's Office	1,081,000	4.6%
Human Resources	152,800	0.6%
Information Technology	696,900	2.9%
Finance	885,900	3.7%
Municipal Court	361,700	1.5%
Police	8,571,000	36.1%
Fire	3,779,400	15.9%
Community Development	1,767,900	7.5%
Park Recreation and Forestry	3,004,200	12.7%
Public Works	3,142,700	13.3%
Debt Service	62,400	0.3%
<b>Total Expenditure</b>	<b>\$ 23,716,900</b>	<b>100.0%</b>

# FY 2016 General Fund Expenditures-Percentages





# **General Fund Summary**

**Total Revenues:           \$23,860,800**

**Total Expenditures:    \$23,716,900**

**Ending Fund Balance: \$8,122,900**



# Department Highlights

# City Manager's Office

## Highlights

- Upgrade Economic Development Assistant Director to Director Level – Assistant to City Manager - Economic Development
- Add Assistant to City Manager - Communication
- Conduct Citizen Satisfaction Survey
- Add Webcasting of Council Meeting



# Finance Department

Highlight

- Funds Assistant Finance Director



# Municipal Court

## Highlight

- Maintains Current Service Levels





# Information Technology

## Highlights

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





# Police Department

## Highlights

- Upgrade Captain to Assistant Police Chief
- Vehicle Replacement
- Police Station Design



# Fire Department

## Highlights

- Provides Half Pumper Truck Cost
- Provides Funding for Drone Purchase



# Public Works

## Highlights

- Adds Part-Time Construction Inspector
- Funds Solid Waste Rate Study
- Moves Facility Maintenance to Public Works
- Funds Facility Improvements



# Public Works (Continued)

- Funds Park Improvements
- Funds Storm Water Master Plan
- Funds City Wide Space Needs Assessment
- Funds Ackert Walkway Improvements



# **Public Works (Continued)**

- Funds Morgan-Wilshire Drainage Improvements
- Funds Street Maintenance
- Adds Part-time Front Desk Clerk
- Removes Park Maintenance



# Community Development

## Highlights

- Removes Economic Development
- Removes Facility Maintenance
- Removes Recreation
- Maintains Service Levels for Other Operations

# Parks, Recreation and Forestry

## Highlights

- Funds Director for Parks, Recreation and Forestry
- Funds Heman Pool Improvements
- Funds Tree Replacement Program
- Creates Golf Course Enterprise Fund



# Other Funds



# **Public Safety Sales Tax Fund (Summary)**

Total Revenues: \$1,700,000

Total Expenditures: \$1,966,200

Ending Fund Balance: \$6,533,800

# **Capital Improvement Fund (Summary)**

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

# **Park and Storm Water Fund (Summary)**

Total Revenues:	\$1,301,000
Total Expenditures:	\$1,044,300
Ending Fund Balance:	\$256,700



# **EDRST Fund Summary**

**(Economic Development Retail Sales Tax)**

Total Revenues: \$703,400

Total Expenditures: \$702,400

Ending Fund Balance: \$1,236,000



# **Enterprise Funds (Challenged)**

- Solid Waste Fund
- Parking Garage Fund
- Golf Course Fund

# ON THE HORIZON

- EMS Transport
- Human Resources Director
- Sewer Lateral Program
- Pension Funds Contribution
- Non-Profit Funding (EDRST)
- Commission on Senior Issues Request
- “Closer Review”
- Amendments to Proposed Budget

# Questions









## Council Agenda Item Cover

---

**MEETING DATE:** June 11, 2018

**AGENDA ITEM TITLE:** Project 1387 - Pavement Markings Maintenance

**AGENDA SECTION:** Consent Agenda

**CAN THIS ITEM BE RESCHEDULED?:** Yes

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**BACKGROUND:** Over the last few years University City has had additional improvements on its road striping network and in an effort to have a safe travel experience by motorists and pedestrians it is proposed to refresh a large portion of the road striping. The refreshing work will take place on several blocks per the condition and layout inventory. This work is proposed to be completed by a city hired contractor in order to streamline the work.

The City opened bids for the Pavement Marking Project on May 25, 2018 and the tabulation of bid proposals is as follows:

Contractor	Bid Price
Tramar Contracting	\$52,028.50
Traffic Control Company	\$68,427.00

Tramar Contracting is a Woman-owned Business Enterprise (WBE) Company that has provided subcontractor services for University City projects for different contractors. They have proved to be a good outfit to work with on different items.

The street maintenance projects, per their respective budget allocations at this time in Fiscal Year 2018, are laid out as below: 1) Pavement preservation: \$70,000 (City Council approved its contract award on May 29, 2018), 2) Pavement markings: \$35,000, 3) Bridge maintenance: \$35,000 (a bid evaluation is pending for a limited contract award).

After review by City staff, Tramar Contracting is the lowest and responsible bidder. A reduced contract award amount (\$45,000) compared to the bid price (\$52,028.50) is proposed to allow for additional street maintenance needs. This project is budgeted from the 01-40-32-6050 account and is within the budget for "street maintenance – contracted services".

**RECOMMENDATION:** City Manager recommends that the City Council approve the award for the Pavement Markings Maintenance Project to Tramar Contracting, in the amount of \$45,000.00.

**ATTACHMENT:** Draft Agreement

**CONTRACT**

THIS AGREEMENT, made as of the \_\_\_\_\_ day of June, 2018, by and between City of University City, MISSOURI (hereinafter called the CITY) and Tramar Contracting Inc., a Corporation with offices at 3051 Mercantile Industrial Drive, St. Charles Missouri, 63301 (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to construct improvements for Project No. 1387 – Pavement Marking Maintenance, 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) working 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:

Forty Five Thousand Dollars WORDS

(\$ 45,000.00 ) 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**

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\* 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: \_\_\_\_\_



## Council Agenda Item Cover

---

**MEETING DATE:** June 11, 2018

**AGENDA ITEM TITLE:** An Ordinance Fixing the Compensation to be Paid to City Officials and Employees as enumerated herein from and after July 1, 2018 and Repealing Ordinance No. 7079

**AGENDA SECTION:** New Business

**CAN THIS ITEM BE RESCHEDULED? :** No

**BACKGROUND REVIEW:** This ordinance provides for a 2.0% cost of living adjustment (COLA) for all job classifications as recommended by City Council. Below are the positions added to the Schedule B, Schedule C and Schedule D.

**Schedule B**

Deputy Police Chief

Fleet Manager (1)

Park Maintenance Superintendent (2)

**Schedule C**

Senior Coordinator (3)

**Schedule D – Unclassified Service**

Assistant to City Manager – Director of Communication

Assistant to City Manager – Director of Economic Development

Director of Human Resources

Director of Park, Recreation and Forestry

**Notes:**

(1) Fleet Manager - The compensation for this position is frozen in an effort to correct for the position currently being paid above the classification range. Although the duties and responsibilities of the Sanitation Superintendent have been removed from the position, the Fleet Manager was temporarily (approximately two years) assigned the duties and responsibilities of the Sanitation Superintendent. Based on the Administrative Regulation # 48 – Temporary Assignment, the additional 10% was awarded to the employee. As you are aware the Sanitation Superintendent has been re-hired. The Fleet Manager has resumed the old responsibility but maintains the high compensation that is above the original pay grade. The newly assigned pay grade is being frozen until FY 2023.

(2) Park Maintenance Superintendent – This position was removed and changed to Park and Street Maintenance Superintendent when the two functions were consolidated, and the pay was upgraded. The Street Maintenance Superintendent is now performed by other personnel. The Park Maintenance Superintendent position is added back but maintains the higher pay grade that is above the original pay grade. The newly assigned pay grade is being frozen until FY 2022.

(3) The Senior Coordinator position was a temporary hire based on the approved budget to provide the assistance to the Senior Commission. The position was not created through the normal process with the Civil Service Board's recommendation. The position has become permanent and needs to be added to the current Pay Plan.

**RECOMMENDATION:** The City Manager is recommending approval of this item which in addition to adding the aforementioned positions, would result in the deletion of the Deputy Director of Planning, Zoning, and Economic Development.

INTRODUCED BY:

DATE: June 11, 2018

BILL NO.

ORDINANCE NO:

**AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN FROM AND AFTER ITS PASSAGE, AND REPEALING ORDINANCE NO 7079.**

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

Section 1. From and after its passage, initially payable July 1, 2018 City employees within the classified service of the City, hereinafter designated, shall receive as compensation for their services such amounts as may be fixed by the City Manager in accordance with Schedule A (Pay Grade), included herein, with a salary not less than the lowest amount and not greater than the highest amount set forth in Schedule B (Classification and Grade), and shall additionally receive as compensation for their services such benefits generally provided in the Administrative Regulations, and Civil Service Rules now in effect, all of which are hereby adopted, approved, and incorporated herein by this reference, and the City Manager is further authorized and directed to effect the inclusion of these benefits in the City's Administrative Regulations in the manner provided by law.

<b>SCHEDULE A - HOURLY BASE PAY STEPS</b>						
<b>Pay Grade</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
3	14.1312	14.8134	15.5151	16.2752	17.0094	17.8410
4	14.6120	15.2877	16.0413	16.7690	17.5811	18.4322
5	15.5151	16.2752	17.0094	17.8410	18.6921	19.6342
6	16.0413	16.7690	17.5811	18.4322	19.3613	20.3034
6A	16.2752	17.0094	17.8410	18.6921	19.6342	20.5893
7	17.2888	18.2763	19.1599	20.0890	21.0961	22.0836
7B	17.4577	18.4582	19.3483	20.2904	21.3040	22.2980
7C	17.7565	18.6142	19.5497	20.4983	21.4534	22.4864
8	18.2243	19.2639	20.1930	21.1675	22.2330	23.2726
8A	18.0099	18.8870	19.8096	20.7972	21.7718	22.7918
9	18.4322	19.3613	20.3034	21.2455	22.2655	23.3181
9B	18.6921	19.6342	20.5893	21.5573	22.5839	23.6689
9A	18.8416	19.7577	20.7387	21.7393	22.7398	23.8313
9C	18.8740	19.8291	20.7972	21.7653	22.8048	23.9028
9D	19.4068	20.5178	21.5054	22.5449	23.6754	24.7864
10	19.5173	20.4463	21.4729	22.4799	23.5649	24.6630
10A	20.5633	21.5509	22.6359	23.6884	24.8319	25.9884
11	20.1540	21.1675	22.1551	23.2206	24.3056	25.5206
11B	20.6737	21.7263	22.7138	23.8248	24.9293	26.3652
12	21.1675	22.1551	23.2206	24.3056	25.5206	26.7420
12D	21.3884	22.4150	23.5390	24.6370	25.8259	27.0279
12A	21.6483	22.6878	23.7664	24.9033	26.1118	27.6321
12B	21.9667	23.0192	24.1107	25.2672	26.4886	28.0349
12C	22.1811	23.2401	24.3446	25.5141	26.7485	28.3078
13	22.1551	23.2206	24.3056	25.5206	26.7420	27.9895
13A	22.6943	23.7923	24.9033	26.1443	27.3982	28.6717
13P	23.3570	24.4810	25.6245	26.9110	28.1974	29.5163
14	23.2206	24.3056	25.5206	26.7420	27.9895	29.3604
14A	23.9028	25.0203	26.2742	27.5282	28.8146	30.2245
14P	24.8839	26.0468	27.6061	28.9250	30.2699	31.7903
15	24.1627	25.3516	26.5471	27.7751	29.1070	31.0821
16	25.0983	26.2807	27.4892	28.8146	30.1855	32.6544
16P	0.0000	0.0000	0.0000	32.6674	34.0383	35.8315
17	27.1189	28.3468	29.6787	31.0626	32.4660	33.9408
17A	26.9239	28.2688	29.6917	31.1730	32.7258	34.3631



<b>SCHEDULE A (CONTINUED)</b>						
<b>Grade</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
18	28.3143	29.6657	31.1406	32.5049	33.9993	35.5651
18A	28.3858	29.8866	31.4524	33.1157	34.8569	36.6826
18B	28.9705	30.3609	31.7968	33.2586	34.7919	36.3902
18P	0.0000	0.0000	0.0000	37.4492	39.0605	41.0486
19	29.1070	30.4908	31.8942	33.3626	34.8959	36.5331
20	31.1457	32.6322	34.2546	35.7555	37.3992	39.1216
20F	0.0000	0.0000	0.0000	28.2856	29.6267	31.0700
20P	0.0000	0.0000	0.0000	42.2376	43.9333	46.2398
21	33.0247	34.8634	36.4617	38.5472	40.3794	41.8932
22	34.3371	36.0524	37.8585	39.7492	41.7373	43.8229
22A	35.4351	37.0334	38.7422	40.5873	42.4650	44.5441
22B	35.0778	37.0009	38.6707	40.8537	42.7639	44.3491
23	36.8385	38.5407	40.3729	42.2376	44.3102	45.4536
24	37.0594	38.3068	40.0935	42.0817	43.1862	46.3762
24F	0.0000	0.0000	0.0000	44.4206	46.5517	49.2220
24P	0.0000	0.0000	0.0000	47.3183	49.4624	51.6974
25	38.2939	40.0935	42.0817	43.1862	46.3762	48.6177
25A	40.9966	43.0172	45.1418	47.3703	49.7157	52.1716
25F	0.0000	0.0000	49.4818	51.9053	54.4001	57.5317
26	40.0935	42.0817	43.1862	46.3762	48.6177	51.0217
27	46.7531	47.9615	51.4570	53.9194	56.5572	59.8902
27P	48.3449	50.6903	53.1527	55.7320	58.4413	61.2936
28	47.9420	50.3070	52.7954	57.0575	59.6108	61.2936
	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>
11A	18.1144	19.1180	19.8272	20.3491	20.9201	21.4107
11M	20.3982	21.4910	22.2404	22.7712	23.3645	23.8864
16M	24.8409	26.2192	27.1426	27.8340	28.5923	29.0829

<b>SCHEDULE B - ANNUAL BASE PAY</b>			
<b>Title</b>	<b>Pay Grade</b>	<b>Minimum</b>	<b>Maximum</b>
Parking Controller			
Police/Fire Cadet	3	29,393	37,109
Custodian	4	30,393	38,339
Laborer/Light Equipment Operator	6	33,366	42,231
Advanced Clerk Typist			
Assistant to Municipal Prosecutor	6A	33,852	42,826
Court Clerk II			
Administrative Secretary	7	35,961	45,934
Account Clerk II	7C	36,934	46,772
Crime Analyst	8	37,907	48,407
Equipment Operator	8A	37,461	47,407
Print Shop Operator	9B	38,880	49,231
General Maintenance Worker			
Heavy Equipment Operator	9A	39,190	49,569
Tree Trimmer			
Senior Account Clerk	9C	39,258	49,718
Dispatcher	9D	40,366	51,556
Accounts Payable Specialist			
Administrative Assistant			
Exec. Secretary to Chief	10	40,596	51,299
Exec. Secretary to Department Director			
Recreation Supervisor I			
Accountant			
Community Service Specialist	11	41,920	53,083
Engineering Service Specialist			
Inspector I			
Firefighter	11A	52,749	55,672
Crew Leader	11B	43,001	54,840
Paramedic Firefighter	11M	59,400	62,582
Court Administrator			
Inspector II			
Senior Accountant	12	44,028	55,623
Solid Waste Program Manager			
Lead Dispatcher	12D	44,488	56,218
Project Manager I			
Recreation Supervisor II	12B	41,920	53,083
Multi-Discipline Inspector	12C	43,001	54,840

<b>SCHEDULE B - (CONTINUED)</b>			
<b>Title</b>	<b>Pay Grade</b>	<b>Minimum</b>	<b>Maximum</b>
Mechanic	13	46,083	58,218
Police Officer Trainee	13P	48,583	61,394
Administrative Analyst Forestry Supervisor Golf Maintenance Superintendent Golf Manager Lead Mechanic Senior Plan Examiner / Building Inspector	14	48,299	61,070
Manager of Economic Development Planning/Zoning Administrator Project Manager II	14A	49,718	62,867
Police Officer	14P	51,758	66,124
Assistant Recreation Superintendent Human Resources Manager	15	50,258	64,651
Fleet Manager	15F	71,116	71,116
Paramedic Fire Captain	16M	72,337	76,350
Police Sergeant	16P	67,948	74,529
Facilities Manager Financial Analyst	17	56,407	70,597
Sanitation Superintendent Street Maintenance Superintendent	18	58,894	73,975
Information Technology Coordinator Senior Public Works Manager	18B	60,259	75,692
Police Lieutenant	18P	77,894	85,381
Assistant Director of Finance Building Commissioner Deputy Dir. of Recreation	20	64,783	81,373
Battalion Chief	20F	82,368	90,476
Police Captain	20P	87,854	96,179
Park Maintenance Superintendent	21F	80,502	80,502
Assistant Fire Chief	24F	92,395	102,382
Deputy Police Chief	24P	98,422	107,530

Section 2. From and after July 1, 2017, seasonal and part-time employees of the City may be employed at an hourly rate in accordance with the following Schedule C (hourly pay rates for seasonal and part-time employees).

Schedule C

Hourly Rates for Seasonal and Part-Time Employees

<b>Title of Class</b>	<b>Grade Code</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>	<b>Step H</b>
Rec. Spec. I Youth Job Corps Worker Cashier Park Attendant	P02 P04 P06					7.35	7.51	7.76	8.02
Lifeguard	P05					7.76	8.02	8.27	8.53
Rec. Spec. II Assistant Pool Manager	P07 P11					8.07	8.33	8.58	8.84
Pool Technician	P09					7.35	7.56	7.81	8.07
Rec. Spec. III	P10					8.84	9.09	9.35	9.61
Pool Mgr./Camp Mgr.	P12					9.55	10.07	10.58	11.09
Rec Program Leader	P14		7.51	7.76	8.02				
Rec Program Supervisor	P17		9.55	10.07	10.58				
Golf Shop Supervisor Parking Controller*	P13		13.03	13.19					
Clerical Aide Labor Aide	P15		7.56						
Traffic Escort	P16		8.15						
PT Clerk Typist	P18		8.15						
PT Adv. Clerk Typist*	P19			13.01					
PT Court Clerk*	P20		14.38						
PT Police Cadet* Fire Cadet*	P22		10.12						
Senior Coordinator*	P23	22.00							
Admin Secretary	P24	11.97	12.54	13.15					
Intern	P25	7.84	8.92	9.99	11.07	13.50			
PT Custodian, Laborer	P26	9.47	9.98	10.50	11.00	11.52			
PT Dispatcher*	P27	16.95	17.90	18.77	19.70	20.68			
PT Paramedic/Firefighter*	P28	20.39							
PT Public Works/Parks Inspector*	P29	21.23							

\*These positions are permanent Part-time, the rates include 2% cost of living adjustment.

Section 3. From and after May 23, 2011, initially payable May 27, 2011, City employees in the unclassified service of the City, except as otherwise noted, shall receive as full compensation for their services the amounts hereinafter set forth, or where a grade in salary is specified, such amounts as may be fixed by the City Manager within the specified grade. Non-executive and executive personnel in a grade shall be paid in accordance with Schedule A (Pay Step Schedule).

Schedule D  
Pay Rates for the Unclassified Service, Part-Time,  
Temporary or Special Grant Funded Positions

<u>Grade Code</u>	<u>Title of Position</u>	<u>Monthly Salary</u> (except as noted)
S04 A	Judge of City Court (Substitute)	\$150 per session
S05 A	Judge of City Court	\$500 per session
S06 A	Prosecuting Attorney (Substitute)	\$150 per session
S07 A	Prosecuting Attorney	\$2,500 per month

<b>SCHEDULE D</b>	<b>ANNUAL BASE PAY</b>		
<b>Title</b>	<b>Pay Grade</b>	<b>Minimum</b>	<b>Maximum</b>
City Manager	S04	173,400	173,400
Secretary to City Manager	10	40,596	51,299
City Clerk	18B	60,259	75,692
Director of Human Resources	22A	73,705	92,652
Asst. to City Manager / Dir.of Communication Asst. to City Manager / Dir.of Economic Dev. Director of Community Development Director of Park, Recreation and Forestry	25A	85,273	108,517
Fire Chief	25F	102,922	119,666
Director of Finance Director of Public Works	27	97,247	124,573
Police Chief	27P	100,557	127,491

Section 4. From and after June 29, 1994, all full-time non-executive, non-administrative or non-professional employees shall be subject to the work week or work cycle and regulations relating to overtime work, except as noted. A listing of executive, administrative, and professionally designated employees or positions shall be issued by the City Manager.

1. Department directors shall not be paid overtime nor receive compensatory time for hours worked in excess of 40 per week.

2. Department directors may grant compensatory time on a straight time basis to their designated executive, administrative, or professional employees for hours worked in excess of 40 hours per week. Such employees are exempt from FLSA provisions.
3. The normal work week for full-time office, field, maintenance, and police personnel, and for police and fire executive and administrative employees, is set at 40 hours per week.
4. Hours worked in excess of 40 hours per week, when authorized in advance by department directors, may be paid at the rate of time and one-half or in lieu thereof, department directors in their discretion may grant compensatory time off also at the rate of time and one-half up to an accumulation allowable under FLSA provisions.
5. The average work week of Battalion Chiefs shall be 56 hours. They shall not be compensated for any hours in excess of 56 hours.

Section 5.

- A. From and after June 28, 2006, initially payable July 14, 2006, the commissioned Police personnel, in the pay grades shown, shall receive compensation for five years consecutive City service, with the exception of military leave of absence, in their present classification in the following amounts, from the sixth (6<sup>th</sup>) year through the seventh (7<sup>th</sup>) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
16P	Police Sergeant	\$63
18P	Police Lieutenant	67
20P	Police Captain	71

- B. From and after June 28, 2006, initially payable July 14, 2006, the commissioned Police personnel, in the pay grades shown, shall receive compensation for seven years consecutive City service, with the exception of military leave of absence, in their present classification in the following amounts, from and after the eighth (8<sup>th</sup>) year through the tenth (10<sup>th</sup>) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
14P	Police Officer	\$49
16P	Police Sergeant	123
18P	Police Lieutenant	132
20P	Police Captain	142

- C. From and after June 28, 2006, initially payable July 14, 2006, the commissioned Police personnel, in the pay grades shown, shall receive compensation for ten years consecutive City service, with the exception of military leave of absence, in their present classification in the following amounts, from and after the eleventh (11<sup>th</sup>) year through the fourteenth (14<sup>th</sup>) year:

<u>In Pay Grade</u>	<u>Amount</u>	<u>Monthly</u>
14P	Police Officer	\$80

- D. From and after June 28, 2006, initially payable July 14, 2006, the commissioned Police personnel, in the pay grades shown, shall receive compensation for fourteen years consecutive City service, with the exception of military leave of absence, in their present classification in the following amounts, from and after the fifteenth (15<sup>th</sup>) year:

<u>In Pay Grade</u>	<u>Amount</u>	<u>Monthly</u>
14P	Police Officer	\$92

- E. From and after June 28, 2006, initially payable July 14, 2006, Paramedic Fire Captains, Firefighters, and Paramedic Firefighters shall receive compensation for seven (7) years consecutive City service, excepting military leave of absence, in their present classification in the following amounts, from the eighth (8<sup>th</sup>) year through the tenth (10<sup>th</sup>) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
11A	Firefighters	\$77
11M	Paramedic Firefighters	77
16M	Paramedic Fire Captains	86

- F. From and after June 28, 2006, initially payable July 14, 2006, Firefighters and Paramedic Firefighters shall receive compensation for ten (10) years consecutive City service, excepting military leave of absence, in their present classification in the following amounts, from the eleventh (11<sup>th</sup>) year through the twentieth (20<sup>th</sup>) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
11A	Firefighters	\$133
11M	Paramedic Firefighters	133
16M	Paramedic Fire Captains	133

- G. The following is only for Firefighters, Paramedic Firefighters, and Paramedic Fire Captains who will be receiving 20 years longevity pay on August 1, 2013, initially payable August 1, 2013, Firefighters, Paramedic Firefighters, and Paramedic Fire Captains shall receive compensation for twenty (20) years consecutive City service, excepting military leave of absence, in their present classification in the following amount, from the twenty-first (21<sup>st</sup>) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
11A	Firefighters	\$168
11M	Paramedic Firefighters	168
16M	Paramedic Fire Captain	168

For the purpose of calculating consecutive service in this section, time served in the classifications of Firefighter and Paramedic Firefighter is combined for the same person.

Section 6. From and after June 25, 2008, all full-time employees shall have their hourly rate computed as follows:

1. The hourly rate for all full-time employees, who, according to Section 4, have a set or average work week of 40 hours, shall have their hourly rate computed by multiplying the monthly rate by 12, dividing that product by 2,080.
2. The hourly rate for full-time uniformed Battalion Chiefs of the Fire Department, who, according to Section 4, have an average work week of 56 hours, shall have their hourly rate computed by multiplying the monthly rate by 12, dividing that product by 2,912.

Section 7. Ordinance No. 7079 and all ordinances in conflict herewith are hereby repealed.

Section 8. This ordinance shall take effect and be in force from its passage as provided by law.

PASSED this 25th day of June, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



**TIF Commission  
May 23, 2018 Meeting Minutes**

The TIF Commission met at the Mandarin House Banquet Hall, 8008 Olive Boulevard, University City, Missouri on Wednesday, May 23, 2018. The meeting commenced at 7:05 pm.

**1. Roll Call**

**Voting Members Present**

Paulette Carr  
Lawrence Welty  
Margaret Hart-Mahon  
Gerry Greiman  
Lisa Brenner  
Chelsea Addison  
Dorothy Davis  
Glenn Powers  
Thomas Curran  
Susan Armstrong

**Voting Members Absent**

Thomas Malecek  
Andrew Durkett

**Staff Present**

Gregory Rose, City Manager  
John Mulligan, City Attorney  
Rosalind Williams, Acting Director of Community Development  
Adam Brown, Community Development Specialist  
Andrew Stanislav, Planner

**Others Present on City's behalf**

Mark Grimm, Gilmore & Bell  
Mark Spykerman, Gilmore & Bell  
Andy Struckhoff, PGAV Planners

**2. Old Business**

Upon motion duly made and seconded, the Commission unanimously approved the minutes from the May 15, 2018 TIF Commission meeting with the correction of the meeting date.

Mr. Grimm provided an overview of the redevelopment plan. He explained why this TIF is unique and that the primary factor is to create a pool of funds to benefit RPA 2 and RPA 3 with the funds generated from the commercial development in RPA 1 by Novus. He clarified that Novus has no rights to RPA 2 or RPA 3 and that the generated funds would be used to benefit existing housing and businesses. Mr. Grimm further clarified the blighted areas of RPAs 1 and 3, and noted that RPA 2 is a conservation area that will use the generated funds to improve these neighborhoods to not become blighted.

Mr. Struckhoff explained the RPA areas and the concepts of the proposed programs, the TIF act and its requirements, and further explained the difference between the blighted areas and the conservation area. He also explained some financial estimates and briefly described the cost-benefit analyses of each RPA area.

Jonathan Browne, President of Novus Development, stated that this development in RPA 1 would be a public-private partnership and recognized the amount of interest in the larger project overall. He said that the benefits to U City would be substantial, and gave an outline of the financial benefits.

Bruce Holland said that it would be difficult to achieve 39% minority inclusion in contracting for the construction project, but that they would make their best effort to include minorities. Ms. Armstrong said she believed that they could find 39% minority participation in the construction of the project. Missouri's Office of Supplier and Workforce Diversity is one resource to help achieve inclusion of minority/women-owned vendors, suppliers, businesses, and skilled labor for the construction project.

Rosalind Williams explained 3<sup>rd</sup> ward redevelopment; RPA2 is the primary reason for this project. Compared with the 1<sup>st</sup> and 2<sup>nd</sup> Ward, the 3<sup>rd</sup> ward's median sales price has dropped since recession; in wards 1 and 2, trends are okay. 3<sup>rd</sup> ward prices went down after the recession and haven't recovered.

She explained that the City would act as the Master Planner, and that the intention of the plan was to disrupt the decline in home values and quality that has occurred over time. She said that the City has no intent to take properties, but to protect and stabilize the neighborhood. She said the community would be involved in the planning process.

She then explained the relocation plan for businesses and residents, including incentives offered to retain businesses and residents displaced by the development in RPA 1.

Ms. Addison asked if the \$10,000 relocation assistance would be available to renters. Ms. Williams responded yes, for down payment in RPA2 area. For other parts of U City, \$2,000 would be available.

### **Taxing Districts**

Ms. Brenner read a statement from the CFO of the University City School District, Mr. Hafertepe. The school district is analyzing PGAV analysis of costs and benefits, and the loss of 12 students projected; the District strongly urged the City to provide substantial assistance to owners/renters to keep students in school. Safe stable neighborhoods would benefit schools, but recommended modifications to TIF may provide more revenue to schools as their enrollment increases.

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### **3. Public Comments**

Comments limited to 3 minutes each.

Larry Glinn, 8668 Olive, Cummings, McGowan and West, has been in business since 1961 and has 18 employees. Pays a lot in sales tax already. His business uses 1.5 acres and needs area near an interstate; he cannot relocate in U City. He wants the same price his neighbors are being offered.

Karen Nielson, 521 Westport, understands developers passed by for decades, feels this is regionally significant, would rather spend her money in U City; development examples nearby with success; tax benefits and upgrades sound great; direct benefits for residents and schools.

Helen Fletcher, 8701 Delmar, feels this is an opportunity of a lifetime for U City; asked if you're not on board, what else do you propose?

Jackie Hutchinson, 6921 Etzel Ave, 42 year resident. Not convinced that TIF funding is needed to bring this project to U City. Wants to see a timeline for when funds will go back into Ward 3. Are there other development options? Not convinced, wants to see more data.

Vera Carter-Smith, 8505 Elmore, in favor of improvement, but concerned about the area on the edge of RPA1. Will eminent domain be used to claim more properties on the boundary line? Concerned about health effects related to construction.

Judith Gainer, 721 Harvard, says she can imagine why some people oppose; RPA2 to lose homes and businesses too; many folks have been working for a long time on Olive, hope for redevelopment; developer to reach out; understands process; City Council has best interest, faith and trust in them. Developer is a man of his word.

Sandra Whitley, 8642 Spoon, said she is 100% against this proposal, it is a black and white issue; the Developer is taking homes from families. If it's 100% black homes being taken, how about 100% minorities hired in construction?

Elsie Glickert, 6712 Etzel, 93 year resident; knew the Browns for a long time, spoke to Jon's 3<sup>rd</sup> ward roots; has support for him.

Norma Foster, 8525 Richard, lives in RPA1, intends to live her life there and says she doesn't need extra money to keep her house beautiful.

Jane Zeni, 1310 Midland, has lived here 40 years and loves her neighborhood. A lot is attractive (about the proposal), the money from RPA1, but what guarantees it will happen? Wants a "Ferguson Commission" style guarantee. Also, is this project going to be connected to the sewage construction? Would like to see area with trees and green, not like a strip mall.

Ella Swierkosz, 7227 Cambridge, concerned there is no thought about if the income from the TIF does not meet its mark. Where would that leave us?

Tom Sullivan, 751 Syracuse, opposes TIF development. It treats residents as disposable. The Developer claims there is no eminent domain used but for Public Storage, but this is not true. Sounds good coming from the City but it is not believable. It's a bad deal for U City.

Ariel Gardner, 8649 Richard, moved to our house (in RPA1) 15 years ago, got married in the backyard. At first did not consider Novus' proposal, but after considering their family's future, decided it was best to take the offer. It's important other people know the good narrative (about Novus), they gave us a straight and fair deal. Being offered more than 2x the market rate. This gives us security and potential to pass something down in our family. We are buying our next home in U City.

Janet Whitney, 526 Purdue, was already excited about this project, does not shop here (U City) now. Very impressed with the planning of the project.

Don Johnson, 8310 Elmore, look at the past. Projects in Meacham Park and Brentwood have replaced entire communities. Do the board members live in RPA1? No support for NOVUS. Hard to believe minorities will get hired, even in 2018.

Brian Burkett, 7471 Kingsbury, supports project, this vision has been an idea over the years, this will increase property values, he owns a home in U city and Wards 1 and 2 have seen increased values, why shouldn't Ward 3? He wants to be able to spend his money shopping in U City.

Ms. Black, 8642 Richard, is from U City and feels there is more traction for the development, that the community used to be bustling. She noted that Novus had come up in price for purchasing property, she will have memories of her old home, but there is money for benefits now.

Jeff Atkinson, 222 Central, is a lawyer speaking on behalf of John McClaire and Ed Beyers, owners of Bavarian BMW and Beyers Lumber. He noted that these businesses had operated successfully in U City for 29 and 72 years respectively. They offer high end work to many employees with good wages. He claims the definition of "blight" by the developer is false, and that the numbers do not add up.

Bobette Patton, 8639 Spoon, loves the project, lives next to the project, wants to see people spend money here. They have to go to Illinois for the nearest Costco, said that lack of minority participation is a problem

Phillis Hardy, from Sunset Hills, expressed concern for businesses in the area, concerned about the use of eminent domain on businesses, and is against this use, she is an advocate for small businesses, she said that Novus had attempted to use eminent domain in Sunset Hills, but due to efforts by the community had not, and she requested that eminent domain be taken off the table in this negotiation.

Joshua Hedlund, 1135 81<sup>st</sup> Street, could minorities outside of the union be used? Questions about relocation, businesses cannot afford to wait 2-3 years for new spaces to be built, wants green, pedestrian friendly development incorporating the Greenway.

James Bashkin, 7739 Stanford, is concerned that revenues will not be met, concerned about traffic on Olive Blvd, construction doing damage to businesses on Olive and even Delmar due to construction.

Christie Mackey – (read by Tim Cusick) lives on Princeton, Olive is a source of distress, there is a need for U City to put attention into Ward 3, wants tax revenues to remain in the community and likes the idea of investment in the 3<sup>rd</sup> Ward.

Scott Herman Keeling, 7350 Stanford (read by Tim Cusick), supports the development, wants 3<sup>rd</sup> Ward residents to be treated fairly.

Julian Hess, 7431 Stanford (read by Tim Cusick), supports projects and likes Novus' approach, said there is a great need for investment.

Amy Redfield, 7033 Stanford (read by Tim Cusick) supports the TIF as a rare and good project.

Gary Nelling, 853 Warder, (read by Tim Cusick), Novus has a good track record.

Aren Ginsburg, 430 West Point, been in U City about 20 years, happy to see property values go up, wants 3<sup>rd</sup> Ward to see values increase, wants people to spend money in U City.

Nathan Kwarta, 1039 Rasher, opposed because of the lack of minority representation, impact on Deer Creek watershed, concerned about flooding issues, says \$2,000 is not enough money for relocation.

Claire Antoine, 6424 Cates, grew up in 3<sup>rd</sup> Ward, asked about the Jon Ferry report, submitted a sunshine request for the report, which is pending, asked why this is not on city's website, she wants to see a Community Benefits Agreement, and asked why Wash U does not pay more taxes - \$1.89 Million per year lost, pushes diversity to edges of town, affluent families send kids to private schools.

Matt Stiffelman, 8523 Varney, north of Olive, close to Woodson, his home will be impacted. He has a family history in U City, opened Vernon's BBQ, he said there are good and bad developments, he said the City has done a bad job explaining this project to citizens, wants citizen involvement, the 3<sup>rd</sup> Ward has been neglected, he stated the need for a contract to bind the promises.

Margaux Sanchez, 521 Purdue, 10 year resident, feels this is the right project for U City, feels that groups speaking to commission about CBA need more info, including the Jon Ferry report, she recommends that Forward Through Ferguson, For the Sake of All, and Equitable STL be brought in to speak with the Commission, she requested to delay a vote until this info is available.

Patricia Washington, 7040 Plymouth, City intentionally divested itself from the 3<sup>rd</sup> Ward, now wants the 3<sup>rd</sup> Ward to be the "carrot" for this project, she likes the emphasis on the 3<sup>rd</sup> Ward but doesn't see a plan for the 3<sup>rd</sup> Ward, 3<sup>rd</sup> Ward was not involved from the get-go, she wants to see money not just spent on brick and mortar, but on job training, etc., calls for a codified and well thought-out plan.

Sonya Pointer, 8039 Canton, wants to delay the vote until a CBA is in place, community development is more focused on economic development because the community is not involved, concerned about gentrification, displacement, and long-term affordability issues, called for inclusionary zoning ordinance for affordable housing.

Patricia McQueen, 1132 George, wants to approve the TIF, 2015 vacancies in Ward 3 are 2-3 times the amount in Wards 1 and 2. Wants retail money spent in U City, recession and banks have not done 3<sup>rd</sup> Ward justice, need influx of revenue to attract and retain businesses, does not think the process has been too fast.

Alison Andrelchik, 1039 Raisher Dr, Seconds all social just issues raised, has environmental concerns about waterways, long-term effects are less sustainable, more concrete in development, tired and old kind of project.

David Harris, 8039 Gannon, will TIF Commission discuss the designation of areas as blighted by consultant, what are the public safety cost impacts of the project, RPA 2 funds of \$13 million are actually only \$570,000 per year, which is not as much as it seems, are RPA 1 corners east of McKnight included or not? Could the development happen only north of Olive?

Cindy Zirwes, 6935 Waterman, in favor of the development, but is concerned about the environment, traffic, and the CBA demands – feels that the City's plans should be specific with regard to language.

Tim Parson, 1161 Ursula, not opposed, city has money, we shouldn't subsidize, wondered where money comes from, would like a full disclosure of agreement/contract, needs to ask community what businesses will bring in.

Zun Xing Lee, 8224 Olive, Lulu's owner (read by Caroline Fan), His Asian-American business, Lulu's, has been a top generator for U City for 15 years, does not want his taxes to bring in outside businesses, but to grow U City's existing businesses, Costco would take out local supermarkets, nothing was translated for foreign owners, Ms. Fan felt there should be another hearing for interested people, read from a letter by the owners of Nobu, and stated that Olivette had said no to Novus due to their reputation.

Jan Adams, 7150 Cambridge, clarified issues from the last meeting. If approved, she feels TIF should be contingent on CBA, she also asked if the MSD construction would be happening at the same time.

Senator Marie Chappelle Nadal, 7133 Dartmouth, stated she is a lifelong U City resident, she is concerned with the history of blighting, she said she has been filibustering efforts to get rid of the pool tax this year, and that there is a 5 year wait for Section 8 in St. Louis County.

Pho Long restaurant – sister and brother (children of the owners) said their restaurant had been at that location for over 20 years. The proposed rent in the new space would be 2 times higher and not affordable to them, other restaurants are in the same boat, said relocation payments are not enough to move a restaurant, and that they will likely move if this goes through.

Ellen Bern, 7001 Washington, disagreed with the process, the problem with meetings, the rushed Roars issue with no numbers or what is proposed, the Chamber of Commerce had not been included, feels the process has been rushed, on 17% of the funds generated go to the 3<sup>rd</sup> Ward, while the developer would get 83%, said McNair building is not surplus, that more data was needed and more meetings to discuss a CBA.

Arlene Zarembka, 7500 Trenton, 40+ year resident, worries about displacement of people, especially older people, who do not want to leave, we don't know how projected receipts will go, CBA in writing, wants eminent domain taken off the table.

Maryanne Coley, 7365 Drexel, huge expense for Roars put out without much info, it was a chance to gain trust but did not, what is the timeframe of the development, what about the schools, schools need McNair for growth.

Yvette Liebesman, 7570 Cornell, in support of the TIF, what happens to homes in 3<sup>rd</sup> Ward if this does not go through? Example of parents' home, sold for land only – need to invest in housing to help sell homes.

Daarina Musaddiq, 8315 Fullerton, optimistic about plan. Lack of transparency a concern – the City could gain more support that way, hopes jobs offer living wages

Lindell Boyd, 1100 Kingsland, family history in U city, feels that the north side of the City has been decaying, the south side has received more attention from the City, this is a crossroads and opportunity for the community

Kathy Straatman, 6855 Plymouth, 3<sup>rd</sup> Ward resident, the community is a tight-knit community of homeowners, the decline in property values concerns her and her neighbors, supports project because it will be good for community and houses, encourages anyone who wants to be involved to go to meetings and get involved

Adolphus Pruitt, 4811 Delmar, with NAACP, wants more expert opinion, explain specifics of minority workers in area, make contingent on County Bill 350, says there are enough minority people willing and able to work.

Lianet Blanco, 6957 Corbitt (read by Caroline Fan), just hearing about it for the first time today, wants another public hearing, will fall on residents to pay if it fails, other Novus developments have failed, wants to protect schools, no eminent domain, wants a CBA, need info in multiple languages, Ms. Fan also read for Nobu Kidera, 8643 Olive, Nobu would like to stay in U City, lack of info, on a short-term lease, just purchased \$20,000 AC system they will have to leave behind, owners are older, have no retirement savings, want CBA, want another hearing.

Mr. Greiman proposed to continue the public hearing. He proposed June 6 at the same location unless a better could be found. Motion was made, seconded, and unanimously approved to continue the public hearing to 7 p.m. on June 6 at the Mandarin House Banquet Center.

Adjournment

The meeting was adjourned at 11:10pm.

Note: These minutes are a summary. The full recorded meeting including public comments are available in the Public Documents section of University City's website: [www.ucitymo.org](http://www.ucitymo.org)