

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 McMahan  
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 McMahan 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 McMahan.

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

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 Costco, 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

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 do 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



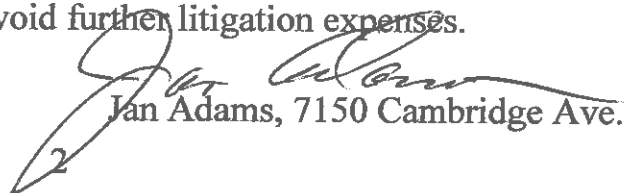
resolve this matter. You have decided, apparently without a vote, to incur more legal expenses, using even more taxpayer funds, to litigate this matter without any cost/benefit analysis.

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

*Paulette Carr - eyes*  
Paulette Carr, Councilmember, Second Ward

*Terry Crow*  
Terry Crow, Councilmember, First Ward

*Michael Glickert*  
Michael Glickert, Councilmember, Second Ward

*Rod Jennings*  
Rod Jennings, Councilmember, Third Ward

*Steve McMahon*  
Steve McMahon, Councilmember, First Ward

Bwayne Smotherson, Councilmember, Third Ward

ATTEST:

LaRette Reese, Interim, City Clerk



## 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.

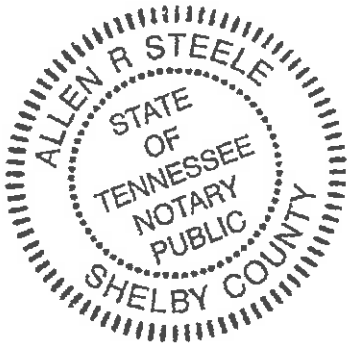
19. No other promises. Other than as stated herein, the undersigned warrant that no promise or inducement has been offered for this settlement, and that this Settlement Agreement is executed without reliance on any statement or representation of the parties released or their representatives concerning 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.

Shawnda Williams  
Witness

Lehman O. Walker  
Lehman O. Walker

10/23/17  
Date

[Signature]  
Witness

[Signature]  
Steve McMahon

10-23-17  
Date

[Signature]  
Witness

Paulotte Carr  
Paulotte Carr

10/23/2017  
Date

Paulotte Carr  
Witness

[Signature]  
Terry Crow

10/23/17  
Date