

MEETING OF THE CITY COUNCIL  
CITY HALL, Fifth Floor  
6801 Delmar Blvd.  
University City, Missouri 63130  
Monday, July 9, 2018  
6:30 p.m.

- A. MEETING CALLED TO ORDER
- B. ROLL CALL
- C. APPROVAL OF AGENDA
- D. PROCLAMATIONS
- E. APPROVAL OF MINUTES
  - 1. June 18, Study Session meeting minutes
- F. APPOINTMENTS to BOARDS & COMMISSIONS
- G. SWEARING IN to BOARDS & COMMISSIONS
  - 1. John Tieman to be sworn in to the Arts and Letters Commission.
  - 2. Margaret Ullman was sworn in the Park Commission in the Clerk's office on July 6, 2018.
- H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)
- I. PUBLIC HEARINGS
  - 1. HopCat Liquor License – 6317 Delmar Blvd.
  - 2. Blue Box Pizza Liquor License – 6394 Delmar Blvd.
- J. CONSENT AGENDA – Vote Required
  - 1. FY2019 – Community Development Block Grant Funding Agreement
  - 2. OneSTL Regional Sustainability Plan
  - 3. Missouri Clean Energy District – Letter of Support
  - 4. Liquor License – The Wacked Out Weiner
  - 5. Liquor License - HopCat - 6317 Delmar Blvd.
  - 6. Liquor License - Blue Box Pizza – 6394 Delmar Blvd.
- K. CITY MANAGER'S REPORT
  - 1. Change Order – Project 1363 Asphalt Improvements at Various Locations  
(VOTE REQUIRED)
- L. UNFINISHED BUSINESS  
*BILLS*
- M. NEW BUSINESS  
*RESOLUTIONS*  
  
*BILLS*
  - 1. **BILL 9360** – AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A RIGHTS-OF-WAY USE AGREEMENT WITH MISSOURI AMERICAN WATER COMPANY.

**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  
Monday, June 11, 2018  
6:30 p.m.

**A. MEETING CALLED TO ORDER**

At the Regular Session of the City Council of University City held on the fifth floor of City Hall, on Monday, June 11, 2018, Mayor Terry Crow called the meeting to order at 6:32 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.

**C. APPROVAL OF AGENDA**

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

**D. PROCLAMATIONS**

**E. APPROVAL OF MINUTES**

1. May 29, 2018, Regular meeting minutes were moved by Councilmember Carr, seconded by Councilmember Smotherson.

Councilmember Clay requested that the word "Cosco," found on Page 4 of the agenda be amended to read "Costco".

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

2. May 29, 2018, Study meeting minutes were moved by Councilmember Carr, it was seconded by Councilmember Smotherson and the motion carried unanimously.

**F. APPOINTMENTS TO BOARDS & COMMISSIONS**

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

1. Richard Ruderer was sworn into the CALOP Commission on June 1<sup>st</sup> in the Clerk's office.
2. Dennis Fuller was sworn into the Traffic Commission at tonight's meeting.
3. Jane Schaefer was sworn into the Traffic Commission at tonight's meeting.
4. Kathleen Sorkin was sworn into the EDRST Commission at tonight's meeting.

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

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

Mr. Sullivan expressed the following concerns:

- In a relatively short period of time four car windows have been damaged in his neighborhood. (*Crime is a much bigger issue in U City than anyone cares to admit.*)
- The reduction of street sweeping.
- Councilmember Carr's three-week delay in honoring his May 18th request for emails between herself, Jonathan Brown, and others at NOVUS Development. (*Mr. Sullivan stated in his opinion, the submission is incomplete and therefore, would make another request to Councilmember Carr for the release of all emails.*)
- The suppression of citizen comments at the June 6th TIF Commission meeting. (*This was unlawful and a new low for U City.*)

In response to the Mayor's comments made at the last meeting which suggested that the City could hardly be at fault with residents who have shown discontentment throughout every administration, Mr. Sullivan stated given that fewer and fewer people want to live in U City, he thinks the problem is the City. He stated Mayor Crow also made the argument that the McNair Administration building should be sold. Even though he believes that an informal decision has already been made, many residents are upset and feel that it would be extremely short-sighted to sell McNair. Mr. Sullivan stated he will be filing complaints against all members of Council and the TIF Commission who are lawyers due to their willful violation of the Sunshine laws.

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

Ms. Straatmann expressed her support of the Olive/170 redevelopment and made the following comments on behalf of Elsie Glickert. Ms. Glickert, who lives at 6712 Etzel Avenue, is 100 percent in favor of this redevelopment. She asks that consideration be given to planting additional trees to enhance Sutter, Ferguson and Pennsylvania Avenues, which she views as the City's main arteries.

**Yvette Liesbesman, 7570 Cornell Avenue, University City, MO**

Ms. Liesbesman expressed her strong support for the redevelopment and TIF financing.

She stated everyone needs to think about where this City will be in ten or twenty years.

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A city in decline with homes in the 3rd Ward being purchased by real estate investors as rental properties; vultures who purchase properties along Olive for no intended purpose other than a tax relief, funding shortages and low property values. Or a city where equity financing helps homeowners renovate their home; property values increase; the school district is adequately funded and young families are attracted to the area. Ms. Liesbesman stated without this project the entire City will suffer.

**Mary Gorman, 6273 Delmar, University City, MO**

Ms. Gorman voiced her support of the redevelopment. She stated she has not shopped on Olive since the discount shoe store closed and thinks this new development will become a destination for a lot of people because of its easy access.

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

Ms. Pointer stated she believes Councilmember Clay owes the citizens an apology for the remark he made at the TIF Commission meeting regarding where the residents opposing this project who have all of a sudden become champions of the 3rd Ward, had been ten years ago. She stated the option to participate or not participate is a part of civic progress and she thinks that as a member of Council it is important to respect that decision. Ms. Pointer stated research shows that tax increment financing is necessarily a good tool. Therefore, she would ask Council to give consideration to the following requests:

- That a vote by the TIF Commission be delayed until alternative options have been explored.
- That Council conducts research in order to fully understand what gentrification means and why residents of the 3rd Ward are opposed to this project.
- That Council approves a development that makes sense to the 3rd Ward and they can benefit from.
- That persons who are traditionally discriminated against; minorities and low-income communities, be allowed to participate in the process.

**Tim Parson, 1161 Ursula, University City, MO**

Mr. Parson stated although he is in favor of development, he has several concerns with the current proposal.

- The lack of full disclosure makes it difficult to gain a clear understanding. *(Citizens have not seen the provisions of the contract, how monies will be disbursed, and who will actually benefit from the construction of this development.)*
- If increased capital is the impetus, additional revenue can be created through the reduction of payroll and benefits. *(The City could bring in an outside security force and cut the Police Department's payroll by 50 percent.)*
- More opportunities should be explored before a final decision is made.
- City officials should be held accountable and not allowed to make decisions using citizens' money to finance a project without their input.

Mr. Parson stated he views this TIF much like an adhesion contract which arbitrarily benefits only one side.

## **I. PUBLIC HEARINGS**

### **1. 2018 Community Development Block Grant Allocation (CDBG)**

Mayor Crow opened the Public Hearing at 7:00 p.m., and hearing no requests to speak the hearing was closed at 7:01 p.m.

### **2. FY19 Annual Operating Budget**

Mayor Crow opened the Public Hearing at 7:01 p.m.

#### Citizen's Comments

##### **Margie Diekemper, 8039 Gannon, University City, MO**

Ms. Diekemper, Chair of the U City Commission on Seniors, stated Council should have received a copy of the Senior Commission's Fiscal Year 2019 Budget Proposal of \$5,500 for consideration. The proposal includes the rationale and fiscal note justification for a Ride Scholarship Program for U City seniors 60+ and visually impaired adults. *(Ms. Diekemper noted that page 2 of the Budget Justification which reads \$55.00 per membership should be corrected to read \$50.00 per membership.)*

This year's request is only for direct service ride funds in the form of a Ride Scholarship, which is the award of an introductory annual membership and contribution to a ride account with Independent Transportation Network-Gateway; ITN-Gateway. ITN-Gateway which has been operating in St. Charles County for eight years, is an affiliate of ITN-America, the largest not-for-profit senior transportation service in the United States. Ms. Diekemper stated the Commission takes the Ordinance mandating their responsibility to advise and make recommendations to Council regarding services they fill will positively impact the quality of life for senior residents very seriously. As a result, the Commission strongly believes this is a great service and stands by their second-year advocacy and recommendation of this service. Extra steps have also been taken to develop a document the Commission hopes will clear up any previous misunderstandings about ITN.

#### ITN-Gateway Update

- May 9, 2018, operations commence in St. Louis County.
- To date, 37 rides have been provided.
- 73% of those 37 rides were made by U-Citians.
- 69% of ITN-Gateway's registered riders are U-Citians.
- ITN-Gateway recently mailed out 15 applications to U City residents.
- This week alone, ITN-Gateway has received 23 requests for rides, the majority of which have come from U-Citians.

Ms. Diekemper stated as an ITN-Gateway volunteer she has fielded 24 phone calls from interested riders and trained 5 U City volunteer drivers.

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And as a member of the Senior Commission, she has personally assisted seniors with their day-to-day travel requests on numerous occasions. Seniors want to use safe, unique, affordable, dignified, personalized, door-to-door, 24/7 ITN rides. Therefore, her hope is that Council will seriously consider funding this modest proposal that the Commission believes is important for U City seniors and their families. *(Ms. Diekemper asked that her written comments be attached to the record.)*

**Gregory Pace, 7171 Westmoreland, University City, MO**

Mr. Pace stated the real needs in this community that should be addressed, like the pension fund, sidewalks, and a permanent police station is just one reason why he is opposed to the construction of a police substation. While he appreciates the City Manager's out-of-box thinking to maintain the temporary station, U City is comprised of only 6 square miles, whereas St. Louis County has 8 precincts strategically located every 65 square miles. So in that regard, the proposal just doesn't make sense. He stated his questions regarding the type of operations conducted and the costs associated with maintaining the substation; staffing, janitorial, utilities, et cetera, have yet to be answered. But without that information, it's difficult to see the benefit.

Mr. Pace stated the City Manager also spoke about crime prevention through environmental design. But after researching this concept he found no mention of police stations as a part of the design, simply things you can do with hedges, shrubs, and lighting, so he's unsure how this theory supports the need for a substation. And based on his personal experience, having a police station in the area doesn't really make a difference when someone finds themselves in the middle of a crime or an act of violence.

**Edward McCarthy, 7101 Princeton Avenue, University City, MO**

Mr. McCarthy made the following comments regarding the FY19 Annual Operating Budget.

1. The police, fire, and non-uniform pensions are funded by a tax which totals approximately \$983,000 to 1 million dollars. Yet, benefits disbursed to current retirees now total \$2,243,000 a year. And even though the fund experienced a good return on investments in 2017, there is still a three to five million dollar deficit. So while he is not asking the City to make up 100 percent of the required fund balance, 90 percent would be wonderful.
2. Mr. McCarthy stated in his opinion, yard stickers are the stupidest thing ever and should be eliminated. The Solid Waste Enterprise Fund appears to be making money, in spite of claims to the contrary that resulted in last year's fee increase. But a simpler, less impactful way to increase the fund's revenue would be to get rid of items like yard stickers which result in higher overhead costs.
3. According to the Proposed Budget, the EDRST had 1.2 million dollars at the end of the year. However, there is no need to maintain a balance in this account and those funds should be spent every year.
4. Please be careful of hiring more salaries.

Hearing no other requests to speak, Mayor Crow closed the Public Hearing at 7:14 p.m.

**J. CONSENT AGENDA – Vote Required**

**1. Pavement Markings Contract**

Councilmember Hales moved to approve, seconded by Councilmember Carr and the motion carried unanimously.

**K. CITY MANAGER'S REPORT**

**L. UNFINISHED BUSINESS**

*BILLS*

**M. NEW BUSINESS**

*RESOLUTIONS*

*BILLS*

*Introduced by Councilmember Carr*

- 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. Bill No. 9359 was read for the first time.**

**N. COUNCIL REPORTS/BUSINESS**

- 1. Boards and Commission appointments needed**
- 2. Council liaison reports on Boards and Commissions**

Councilmember Smotherson reminded everyone that the Starlight Concerts will commence on Monday, June the 18th. *(Additional information can be found on the City's website and Arts & Letters Facebook page.)*

- 3. Boards, Commissions, and Task Force minutes**
- 4. Other Discussions/Business**

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

**Jerrold Tiers, 7345 Chamberlain, University City, MO**

Mr. Tiers stated although initially, he had doubts about the Olive/170 development, he is now onboard. And while he understands the concerns expressed about increased taxes and gentrification, he honestly does not see how they can be totally avoided.

There is, however, one lingering question, and that is how and when will schools benefit from the TIF? A lot of people have the impression that there will be an immediate benefit, but based on his understanding, increments from the TIF will come from taxes which are over and above the taxes U City currently receives.

And at the outset, increments received from the entire TIF area; RPA-1 through 3 will be used to pay off the TIF bonds. Mr. Tiers stated this is the type of information he believes could influence people to be more amenable to this project than they are right now.

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So, while he would certainly like to know if his understanding of this concept is correct, he thinks it would be a good idea to put any explanation about how schools will benefit in the short-term, in a public format so that everyone can be educated on this topic.

**Bobette Patton, 8639 Spoon Drive, University City, MO**

Ms. Patton stated one of her concerns involves people who profess their intent to save residents who do not want to be saved. Many residents not only want to sell their homes but have signed the option to do so. And now with all of this rhetoric going back and forth, they are kind of in limbo. So let's all start listening to the people who live there.

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

Ms. McQueen stated she likes having a process, but some of the arguments she's heard in opposition to the TIF have nothing to do with the role of the TIF Commission, which is to answer the question of whether this money makes sense?

- We haven't seen anything in writing. The logical process dictates that you won't see anything in writing until the money is in place.
- Taxes are always going to increase no matter what happens. And when there is no increase in the City's revenue services and improvements to infrastructure will suffer.
- There are many definitions of gentrification. And yes, there is a black and white issue, but the main issue is green.

Ms. McQueen stated her concern is about the Black families in Ward 3 that did not see their property values increase like their neighbors to the south of them. So, should the Commission vote to recommend the TIF, instead of "*We don't want this,*" what she would like to hear is how this process can be tweaked to make it even better.

**Aren Ginsberg, 430 West Point Court, University City, MO**

Ms. Ginsberg stated she felt it was important to go on record and thank Council for finally taking the stability of the 3rd Ward seriously. She stated she is grateful that the value of her home has increased and would like to see her 3rd Ward neighbors have the same nest egg that they can benefit from.

**Sonya Pointer, 839 Canton Avenue, University City, MO**

Ms. Pointer stated gentrification is avoidable if the City develops the proper plan. But perhaps, the first step is for everyone to gain a clear understanding of exactly what gentrification is. So, she would ask either Council or the City Manager to provide the public with a definition.

She stated just because some of her neighbors in the 1st and 2nd Wards believe this is a good project, does not mean that everyone will benefit from it. So please start listening to their concerns.

1. What happens when you don't have a good credit score or your debt to income ratio won't allow you to take the equity out of your home?

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2. Why does the 3rd Ward have to be diversified in order for its residents to receive benefits?
3. Will these benefits allow 3rd Ward residents to operate small businesses along Olive?
4. Who in this community actually shops at Costco?
5. Is it not your responsibility as Council to listen to the people who do not attend these meetings?

Ms. Pointer stated these are some of the questions she hopes Council will attempt to answer before moving forward.

**David Harris, 839 Gannon, University City, MO**

Mr. Harris stated he has attended and spoken at every meeting conducted by the TIF Commission and will not be repeating the questions or concerns raised at those meetings since they are a matter of oral and written record. And while his hope is that any questions or concerns that have not been addressed will be, he will follow up as necessary.

One question that has been addressed is the availability of the funds for use in RPA-2; (Ward 3), and RPA-3; (Olive Business District). The announcement made at the June 6th Public Hearing that this project will be arranged to ensure that 10 million dollars become immediately available for use in Ward 3, and 5 million dollars become immediately available for use in the Olive Business District, alleviates some uncertainties about the timing and availability of those funds. But after listening to many of the concerns expressed by Olive business owners' one suggestion he failed to share at the meeting was that Council considers designating the Olive Business District a Conservation District rather than a blighted area. He stated there are serious perception issues associated with an area designated as blighted, and some very real negative consequences; which include the willingness of businesses to locate or expand, and the concern among property owners, business owners, and tenants, that their properties could be taken by eminent domain; similar to what might occur in RPA-

Mr. Harris stated the question, however, is whether a conservation designation is appropriate, and if so, is the City willing to make this change? To be a Conservation District at least half of the structures in the area must be 35 years old; although some of the newer structures can be carved out of the designated area. The projected revenue for the TIF, City, and other taxing districts should still be available with the use of a conservation designation. But if not, he thinks any reduction in revenue would be worth the gain from the removal of a blighted designation. Mr. Harris stated if this designation is not feasible, he would suggest the City consider other ways to alleviate the very real burdens and concerns associated with this blighting designation.

**Gregory Pace, 7171 Westmoreland, University City, MO**

Mr. Pace stated if you read the RPA-2 document and look at the charts, the consultant projects that the residential appraised value will increase by roughly 12 to 14 percent over the entire life of the project.

But a 14 percent increase is not the panacea everybody seems to be talking about because it's less than 1 percent a year.

He stated the first page of the Special Edition of ROARS says that the 3rd Ward has been neglected; which is something he's heard again tonight. But somebody is going to have to draw him a line. The School District has not neglected the 3rd Ward; they have two brand new schools. The City has not neglected the 3rd Ward; there have been numerous investments made to their roads. And the 3rd Ward has more true parks than there are in the 1st Ward. So, while it is fair to state the facts about income, education, and demographics, he would object to this idea that we, the citizens, have neglected the 3rd Ward.

**P. COUNCIL COMMENTS**

Councilmember Clay stated he felt moved to speak this evening. And his first comment would be that the country's democracy depends on the public being engaged, and as such, he welcomes and receives all comments from citizens. However, what he would ask is that those who endeavor to be in the public space be purposeful about citing all of the information correctly. He stated although his comments did allude to the statements attributed to him, he also welcomed those folks to this phase of the process and tailored the balance of his remarks to emphasize how we all should become partners in the work that remains to be done.

But more importantly, what he is feeling right now is some degree of sadness. Councilmember Clay stated he remembers a time not too long ago when he was on the School Board and went through propositions and bond issues in order to build two new schools. As it relates to municipal issues, he does not think either he, Mr. McCarthy or Mr. Pace, see eye-to-eye on very much. But during that process; and other matters involving the School Board, they were all able to sit down and work through their issues. And even though they may not have reached a common understanding, they developed a common appreciation for each other's perspective. So, the sadness that he now feels is premised on the fact that this is an era that may be or to some degree, has already slipped away from us. Councilmember Clay stated while he is in support of this redevelopment project and thinks it will provide a lot of economic benefit for the 3rd Ward, it will not address the issues of civility and humanity. And if we do not come together; if we do not speak citizen-to-citizen, human-to-human; if we do not contact one another and say hey, you know what, you said something that struck me kind of funny and I'd really like to talk to you about that; if we lose all of that, then yes, we may have economic development, but we will not have the things in this community that truly make us U City.

Councilmember Carr stated she would like to take a moment to explain the TIF process, which is a little bit like getting preapproved when you're trying to buy a home.

- The process of discussion and negotiation has not closed. As Rosalind Williams has said on multiple occasions, if the TIF is approved, Council and staff will come together with residents of the 3rd Ward to sit down and talk about their needs and how they should be administered.
- No contracts have been drawn up because, at this point, no one knows whether the TIF will be funded. So there have been no contracts for either Council or members of the TIF Commission to review.
- Currently, there are no monies set aside for this project; residential tax dollars will not be used to finance this project, and until the project is built there will be no incremental taxes above what is currently being received by the City to initiate this project.
- If the City does not receive TIF approval there will be no project.

Councilmember Carr stressed that no one is trying to hide anything, over-plan or take away anyone's right to contribute to their community. And she would feel absolutely horrible if anyone's right to participate were abrogated. Therefore, the sole purpose of extending the TIF Commission's meetings is to make sure that everyone feels like they have had an opportunity to express their thoughts and ask questions.

Councilmember Hales stated he appreciates the folks who stay around to hear Council's comments because oftentimes they can gain a better understanding of any lingering questions or concerns. He stated he would agree that the one thing Council has heard over and over again, is this notion that residential tax dollars are going to pay for this project, and that's just not how a TIF works. Monies that come in through property and sales taxes after the project is completed will be used to pay for the redevelopment.

Councilmember Hales stated property values in the 1st and 2nd Wards not only came all the way back after the market collapsed but as Ms. Ginsberg said, residents in these neighborhoods are seeing record prices. But even though he understands the fundamental differences; the concerns associated with gentrification and elderly residents on fixed incomes, after conducting a little research, he was absolutely stunned to see the disparities between the three wards. He stated he would also agree that no one on this Council is insensitive to gentrification, but in his mind, this is about recovery. No neighborhood should be left behind in U City, and that's his focus.

Councilmember Hales informed Mr. McCarthy that he couldn't agree more on the issue of yard stickers, and in his short time on Council has already had this same conversation with staff.

Mayor Crow provided the following community updates:

- Several members of Council joined COCA on Friday evening for their groundbreaking ceremony.

He extended congratulations for their success in putting together and achieving a 41 million dollar capital campaign illustrating their continued commitment to the people they have served throughout the St. Louis Metropolitan area and their longing to investment in this part of the City.

- Saturday was an extremely enjoyable evening in the Loop as he walked along the streets chatting with neighbors and friends in the presence of both the Fire and Police Departments who were in full force.
- Also last weekend, an incredible number of residents and neighboring communities participated in the North and South Street Fair sponsored by the Chamber of Commerce and area business owners.

Mayor Crow stated every now and then it's important to take a step back and say thank you to the people who care so much about this community. And tonight, he would like to acknowledge the efforts of Ed McCarthy, who has an eye for detail, is always prepared, and undoubtedly cares about the solvency of the City's pension funds more than anyone he has ever met. Mayor Crow added that he too has been tired of the yard stickers for a very long time.

To date, there have been two TIF Commission meetings, another is forthcoming, and no one should be surprised if there's a fourth meeting. Mayor Crow stated many now sitting on this dais remember when times were different and opportunities to garner citizen input were rarely initiated. So even though some may grow weary, this Council's goal is to give everyone a chance to participate in this process. Mayor Crow stated he and the City Manager have made outreach to the business owners along Olive, once again, to make certain they understand the benefits of this plan. And he would encourage folks to continue to be engaged, educate themselves and ask questions so that everyone possesses the wisdom necessary to work through this process and make it better.

**Q. ADJOURNMENT**

Mayor Crow thanked everyone for their attendance and closed the City Council meeting at 7:54 p.m.

LaRette Reese  
City Clerk



6/18 Remarks to City Council 2019 Budget Hearing re: Senior Commission Ride Scholarship Proposal

My name is Margie Dickemper, 8039 Gannon Avenue. I am currently the Chair of the U. City Commission on Senior Issues and I have been charged to speak on behalf of the Commission this evening. I was assured that you have received a copy of the Senior Commission FY 2019 budget proposal for \$5500 submitted April 2, 2018 for your consideration. This budget request includes the Rationale and Fiscal Note Justification for a "Ride Scholarship" program for U. City Seniors 60+ and visually impaired adults.

This very modest budget request is similar to one we submitted for last year's budget; but this year's proposal requests only direct service ride funds for U. City Seniors in the form of a Ride Scholarship. This would award an introductory annual membership and contribution to a ride account with the Independent Transportation Network/Gateway (ITNGateway). ITN, a new not-for-profit operating now in mid-St. Louis County, is an affiliate of ITNAmerica, the largest not-for-profit senior transportation service in the U.S. that has been operating for more than 20 years in other U.S. communities, including an 8 y.o. program in St. Charles County that has already provided over 53,000 rides.

Senior Commissioners believe strongly that this is a great service and stand by our 2nd year of advocacy in recommending this service and this budget proposal. We also took the extra step of developing a document that should clear up any misunderstandings or misconceptions about ITN that came up last year. Mr. Rose assured me you received that document as well and some additional ITNGateway publications.

We Senior Commissioners take very seriously our ordinance-mandated responsibilities to advise and make recommendations to you regarding services that we feel will impact (in this case, positively) the quality of life for our fellow senior residents in University City. ITN is one-of-a-kind and our innovative proposal will directly help and improve the lives of many U. Citizens at very little cost. Allow me to take just a minute to also update you on what has happened with ITNGateway since I stood before you at this time last year.

- The St. Louis County expansion Steering Committee continued to meet regularly in 2017 and 2018.
- ITN Gateway opened for business in St. Louis County on May 9, 2018 – almost exactly one month ago. And, what a month it's been!
- From May 9 – June 9, 37 rides have been provided.
- 73% of those rides (27) have been for U. City residents
- 69% of the currently registered riders are U. City residents
- I have personally fielded 24 telephone calls from interested riders, and trained 5 U. City volunteer drivers so far.
- The ITNGateway office has taken 15 calls from U. City residents and mailed applications to all of them.
- I just learned today that already this week alone, we have 23 requests for rides, almost all for U. City residents!

Clearly, the need for this kind of service exists here – lacking anything similar, our seniors want to use safe, unique, affordable, dignified, personalized, door-to-door, arm-through-arm, 24/7 ITNGateway rides. Among others, I have taken a non-driving U. City senior to her workplace. ITN rides are helping to keep her active & employed and she can continue to live here instead of having to move closer to her workplace. We've taken another senior to her gym classes and to pick up her dry cleaning - from a U. City business, I might add. And with ITN rides, another senior has been able to continue volunteering with a group that meets at the U. City Library. Medical appointments and grocery shopping, the priorities for almost all other transportation services, are important, but not what keep seniors independent, active and engaged. I am thrilled that ITN can be available for these vital and engaged U. Citizens! But there are many, many more that would be profoundly grateful for a Ride Scholarship to introduce them to this wonderful and unique transportation service. It might be useful to look on this "Scholarship" as similar to the funds you approve for youth for Parks & Rec memberships.

On behalf of the entire Senior Commission, I hope you will seriously consider funding this very modest proposal that we feel is worthy and important for U. City seniors and their families. Thank you.

Proposed FY 2019 Budget Request for Senior Transportation Needs  
Submitted by the University City Commission on Senior Issues  
April 2, 2018

**Request for Budget Line Item/s:**

The University City Senior Commission recommends that item/s be inserted into the upcoming 2019 budget proposal (departmental destination to be determined by the City Manager) for \$5500 for transportation specific services for University City residents. This request for \$5500 would be allocated for “ride scholarships” for transportation for University City residents age 60+ and visually impaired adults age 21+ through Independent Transportation Network Gateway (ITNGateway). The rationale and justification for this follows.

**Rationale:**

- Adults, age 45 and over comprise nearly 30% of the U. City population
- University City does not currently have a municipally-operated transportation service available for citizens of any age or ability level.
- There are currently no city funds budgeted for transportation services for U. City seniors or those with visual impairments.
- Since it was convened in January 2014, the U. City Commission on Senior Issues has investigated and participated in county-wide efforts (Age-Friendly Initiative) to identify, among other resources and gaps, senior transportation options in the mid-county area for U. City seniors and visually impaired adults.
- A comprehensive study of County senior transportation services in the 2015 St. Louis County Age Friendly Community Action Plan identified the lack of coordinated and accessible transportation for senior adults as one of its top priorities. Existing services are fragmented and uncoordinated; and the mid-county corridor has emerged in the data as home to some of the most underserved seniors in terms of transportation services to help maintain independence in activities that contribute to productive quality living for seniors.
- Since August 2015, Senior Commission members have been involved in discussions with an existing transportation affiliate of Independent Transportation Network America (ITN) in St. Charles County. Since January 2016, Senior Commission members have been participating along with individuals and other mid-county municipal representatives on a Steering Committee for a proposed St. Louis County mid-county corridor expansion (ITNGateway) of this unique not-for-profit national senior transportation model.
- The Senior Commission believes this model, and the modest investment being proposed herein, provides the best transportation effort yet to keep the County’s seniors, including those residing in University city, independent, mobile, and actively involved in economic, civic, recreational, and social activities to maintain quality, productive lives. Transportation services for seniors provided by ITNGateway surpass in quality and quantity those offered by any other transportation service in the metropolitan region. The national not-for-profit, ITNAmerica, of which ITNGateway is an affiliate, has a 20+ year outstanding, nationally recognized record of transporting seniors and visually impaired adults in approximately 18 other U.S. communities including our neighbor to the west, St. Charles County. There, an affiliate, ITNSt. Charles, has been operating successfully since 2010 (more than 50,00 rides provided) and is merging with the St. Louis County expansion.
- This is not a “free” model. Though ITN is a not-for-profit entity with services mostly provided by trained, certified volunteer drivers, there are still operating costs for administration,



dispatching, accounting, etc. This is a membership and fee-based service; and historically across the country in communities where it exists, is more economical than a taxi.

- Operational funding is derived from memberships, user fees, federal grants, local and municipal funding, foundation grants, and private donors.
- All pertinent additional information on history of this current expansion effort, operations, qualifications for membership, etc., is available in documentation to be provided.

**Fiscal Note Justification:**

- \$5500 requested would be allocated as “ride scholarships” in the following way to U. City seniors 60+ or visually impaired adults 21+.\*
  - Introductory Annual Memberships would be paid - \$50 per individual, \$75 per couple
    - $\$50 \times 33 \text{ individuals} = \$1650$
    - $\$75 \times 5 \text{ couples} = 375$
    - Total memberships = \$2025<sup>§</sup>
  - Introductory \$100 ride credits/year would be deposited in the accounts of the same participants granted memberships through the scholarship application process.
    - $\$100 \times 35 \text{ accounts} = \$3500$

\* This funding formula is suggested by and based on the lived experiences of a current U. City Senior Commission member with a long-time visual impairment who has extensive experience using nearly every available voluntary and/or for-profit transportation service in the Metropolitan area.

<sup>§</sup> This projected amount for individual/couple memberships results in exceeding the budget request by \$25. This \$25 shortfall can easily be raised through individual donation credits.

While this budget request is under consideration, the Senior Commission will be determining the eligibility criteria for award of the “Ride Scholarships.” When and if the scholarship funding is allocated and approved, there will be active communication with the community to publicize the existence of the service and the available scholarships so that there is ample opportunity for all interested to apply. It is an expectation that one or more members of the Senior Commission will participate in active oversight of the monies granted through this process including gathering information on the workability of the scholarship process, the amount of the allocations, and an evaluation of the service itself by and for University City users.

**Clarification Regarding  
Support of the University City Commission on Senior Issues for the  
Independent Transportation Network (ITN)  
April 2018**

During Spring and Summer 2017 City Council public sessions, study sessions, and FY 2018 budget deliberations, there were several misunderstandings voiced about the nature of the University City Commission on Senior Issues ("Senior Commission" or "Commission") relationship with a not-for-profit entity, Independent Transportation Network Gateway (ITNGateway). In an effort to begin to address serious gaps in senior transportation for U. City seniors, in its advisory capacity, the Senior Commission put forth a good faith proposal to fund "Scholarships" for this transportation service for area residents. The following clarifications are respectfully submitted to inform and instruct the Council's consideration of the Commission's 2019 budget proposal. These clarifications specifically address issues of sustainability, cost, descriptive terminology, the Senior Commission's role, and University City's funding for Senior Services.

**Sustainability** – past comments raised issues of sustainability of ITNGateway and U. City's Scholarship contributions:

- ITN America is a 22 year-old reputable not-for-profit entity, the largest non-profit provider of senior transportation in the United States. It has had "affiliates" in 18 distinct communities across the country. Nearby St. Charles County has had an ITN affiliate since 2010 and has already provided more than 50,000 rides for St. Charles citizens.
- ITNAmerica, the national parent organization, explicitly discourages affiliates from seeking municipal funding for operations except in start-up situations. But creative funding, such as the Scholarship support being sought in U. City, is a way for cities to demonstrate support and provide service in a fiscally responsible way that does not obligate them in any way to provide operational funding for an independent not-for-profit service.
- Since U. City provides no senior transportation of any kind at present, the \$5500 requested is to be allocated to "scholarships" for ride-needy seniors or visually impaired adults to purchase ITN memberships and a small ride fund to introduce them and their families to this service while it is new and residents and families are just learning about ITN.
- It is not intended that ride scholarship recipients would be re-funded year after year indefinitely. The clear intent as an introductory incentive is to give people a chance to see if this type of transportation fills a gap they may be experiencing in their transportation needs.
- Nor is ITN considered to be a panacea for the troublesome lack of 24/7 personalized transportation assistance in U. City and much of St. Louis County. It is just one more option that could be an important addition to a community's ability to serve a growing senior population and keep senior residents active and engaged in social and civic endeavors.
- The scholarship funding, should the City consider it, might be seen in the same light as the Parks Department scholarships for youth programs.

**Costs** – It is clear from up-to-date cost comparison, that in spite of some claims to the contrary, ITN rides are cheaper than both taxi rides and those offered by Uber. Concerns have also been expressed about the annual member fees.

- A fee-based service is not an unusual model. In fact, one of the few local municipal ride services for seniors also charges an annual fee for riders. The ITN annual fee is \$50 per person, \$75 per couple; so one person of that couple only pays \$37.50/year.
- Many families who cannot support their non-driving parents or loved ones because they live afar or because of their own full-time work commitments can and do purchase memberships for them and keep their accounts active with ride monies.

The following cost comparison is instructive:

Example comparing ITN, Taxi, Uber costs for a fairly typical ride.

Round Trip from University City to the County Library on Lindbergh (10 minute, 7.1 mile ride). ITN annual membership fee of \$50 factored in assuming 1 ride per month – approximately \$4.

<u>ITN</u>	<u>Taxi</u>	<u>Uber X (cheapest)</u>
\$2.50 pick-up	\$3.00 pickup	\$1.50 Base
<u>10.65 (1.50/mi)</u>	14.20 (\$2/mi)	2.00 (.20/min)
\$13.15 (one way)	<u>3.50 tip</u>	9.00 (1.26/mi)
26.30 (R/T)	\$20.70 (one way)	2.55 service
4.00 (fee factor)	41.40 (R/T)	<u>2.50 tip</u>
\$30.30		\$17.55 (one way)
		35.10 (R/T)

**Descriptive Terminology Regarding ITN –** ITN descriptors varied from meeting to meeting and speaker to speaker. And ITN's credibility was sometimes questioned.

- ITN has been recognized as a viable transportation resource by the St. Louis County Age Friendly Community Plan (approved and promoted by the World Health Organization and AARP in the U.S.).
- ITN has already been funded by a Federal Department of Transportation grant and vetted by East-West Gateway;
- ITN has repeatedly been funded for its unique approach to senior transportation by local and regional philanthropic organizations.
- Furthermore, surpassing 50,000 rides in St. Charles County provides a great deal of credibility to ITN's mission and operations.
- ITNGateway is a 501c3 non-profit, registered entity that does, in fact, raise money from charitable foundations and other philanthropic organizations to provide assistance to users of the service. ITNGateway is not a "charity". In fact, the other term used – 'concierge' - almost contradicts the notion of a charity. In short, the use of both terms creates unwarranted confusion about this organization.
- "Concierge" is simply not a valid descriptor for ITNGateway. While the original meaning of 'concierge' may be somewhat neutral, it has come to mean something more elitist and exclusive in modern parlance – a notion that is far from the reality of ITNGateway.
- Referring to ITNGateway as a concierge service strongly implied that its services are not ever going to be accessible or affordable for persons in our community who may have low or modest incomes. In fact, the ITN operating in St. Charles has worked very hard to obtain and keep foundation funding and grants that support the needs of riders of all income-levels. Already being talked about are ways to involve church, synagogue and community groups in small fundraising efforts to support low income seniors' memberships and user charges. Also, volunteers can donate earned ride credits to be used for riders who could use financial assistance.
- This service is not now and never has been promoted as a panacea transportation service to meet the ride needs of everyone. The niche ITN would occupy is desperately lacking in St. Louis County – a service that is affordable, door-through-door, arm-through-arm, available 24/7, and serves an expanded geographic area even in the start-up target area.

**The U. City Senior Commission's Role vis-à-vis the U. City Council, ITNGateway and the budget request.**

- The U. City Senior Commission's by-laws set out clear mandates for the Commission to "review, evaluate, and make recommendations to the City Council and City staff on matters affecting senior residents... Commission shall interact with and collect information on existing programs in U.City, as well as other nearby communities." Furthermore, "the Commission is advisory to the Council." Nowhere in Commission by-laws was the Commission mandated to provide transportation for seniors and visually impaired adults. However, having explored the gaps in senior transportation for seniors in

U. City and St. Louis County, the Commission felt confident that making recommendations about participation in ITN and then a subsequent budget proposal fulfilled the Commission mandates to recommend and advise the Council on this timely and important issue.

- U. City Senior Commission members accepted the recommendations of their own members who have worked collaboratively with other mid-county communities on ITN and offered a way to enhance the resources to meet senior transportation needs with a very minimal funding request to the City Council.
- Lastly, it is important to note for the record that no member of the U. City Senior Commission has ever been employed in any capacity by ITN Gateway. All Commission members who have served on the ITN Gateway Steering Committee have explicitly represented only the U. City Senior Commission and attended with full knowledge of the entire Commission. U. City Senior Commission representatives on the ITN Gateway Steering Committee have regularly reported progress on the St. Louis County expansion efforts at every Senior Commission meeting since June 2016.

**University City Senior Needs and Service Funding** – Comments during 2018 budget deliberations indicate a belief that the City is spending enough on Senior Citizen needs as evidenced by the decision to allocate Community Development block Grant Funds to low income housing repairs and the continued funding of the part-time Senior Coordinator position.

- Community Development Block Grant (CDBG) monies are federal grant dollars administered through St. Louis County. In fact, these dollars do not represent a contribution from the City's general funds. In FY 2018 the U. City Council approved the recommendation from the Department of Community Development that the \$104,000 in CDBG funds be used in partnership with St. Louis County for low income housing repairs. This will clearly impact the lives of many low income seniors in U. City. But there is not a requirement that these monies even be spent solely on senior citizen housing – just low income housing. As it happens, many of the U. City residents on the county's housing repair waiting list are seniors and the Senior Coordinator has fielded dozens of phone calls during her tenure regarding need for affordable housing repairs. This is a great plan to augment the range of services for U. City seniors; but CDBG are federal funds that could be eliminated in future budget deliberations. These funds are a vestige of community development funds allocated in the 60's War on Poverty program.
- Future U. City budget planning processes should plan to allocate additional funding that would more adequately support senior residents' service needs. U. City invests just \$20,000 from General funds for the part-time Senior Coordinator position (originally recommended and proposed by the U. City Senior Commission). Importantly, U. City has a proportionately higher percentage of older adults (55+) 29.6% than even Florissant, St. Louis County's largest municipality.
- By comparison, Florissant (27.4% of the population are 55+) funds senior services from their general fund in the amount of \$198,285 and boasts 2 FT senior service staff, 2 part-time drivers for their transportation service and a full range of senior meal, trip, and social services and discounts for senior residents.
- Maryland Heights (24.5% of the population are 55+) has a full-time senior coordinator and multiple senior programs funded through their General Fund and also funds 4/5 time driver for their senior transportation needs.

**In Conclusion**, the Senior Commission respectfully requests that the above noted clarifications and corrections be entered into the public record along with the FY 2019 budget request. The Commission invites and welcomes collaborative discussion with U. City Council members regarding our work, recommendations and this request. Council Liaison, Paulette Carr, specifically recommended that we bring this proposal forward to the City Manager during FY2019 fiscal deliberations. It is the Commission's continued belief that ITN Gateway offers St. Louis County seniors and visually impaired adults a unique opportunity to expand the range of transportation options open to them so that they can remain actively engaged in community life. The Commission believes that Ride Scholarship funding will demonstrate University City's commitment to its senior and visually impaired residents with transportation needs.



## Council Agenda Item Cover

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**MEETING DATE:** July 9, 2018

**AGENDA ITEM TITLE:** Liquor License for **HopCat, St. Louis, LLC,**  
**6315 Delmar Blvd.**

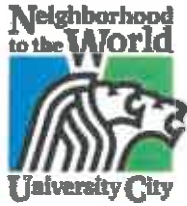
**AGENDA SECTION:** Public Hearing

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

**BACKGROUND REVIEW:** HopCat, St. Louis, LLC has applied for a liquor license: All kinds of intoxicating liquor, by the drink, retail including Sunday sales. Applicant is Ms. Robbin Griffith. A background check revealed no disqualifying information.

Full details may be found under the Consent Agenda (J5).





## Council Agenda Item Cover

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**MEETING DATE:** July 9, 2018

**AGENDA ITEM TITLE:** Liquor License for Del Gal, LLC DBA Blue Box Pizza, 6394 Delmar Blvd.

**AGENDA SECTION:** Public Hearing

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

**BACKGROUND REVIEW:** Blue Box Pizza has applied for a liquor license: All kinds of intoxicating liquor, by the drink, retail including Sunday sales. Applicant is Ms. Herlinda Galve Salgado. A background check revealed no disqualifying information.

Full details may be found under the Consent Agenda (J6).







## Council Agenda Item Cover

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**MEETING DATE:** July 9, 2018  
**AGENDA ITEM TITLE:** 2019 Community Development Block Grant Application  
**AGENDA SECTION:** Consent Agenda

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

**BACKGROUND REVIEW:** A public hearing was held on June 11, 2018 for the 2019 CDBG Application. The City allocated \$103,400 for street, sidewalks and alleys improvements. Funding for the program was initially approved as apart of No. 2016 Amendment 1, but was not spent (see attached). The FY19 application shifts the funding so that it can be used in FY19 for street improvements Kennedy between Olive Blvd. and Etzel Ave.

Due the deadline for the application was June 29<sup>th</sup>. Staff requested the Mayor to sign the attached application. This agenda item requests City Council to ratify the Mayor's signature.

**RECOMMENDATION:** The City Manager recommends City Council ratify the Mayor's signing of the application.

**ATTACHMENTS:**

- FY19 Application for Community Development Block Grant Funding
- Supplement Cooperation Agreement No. 1



**Administrative Services**

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 863-0921

June 25, 2018

Alex Durdello  
Community Development Specialist  
Office of Community Development  
41 S. Central Avenue, 5<sup>th</sup> Floor  
Clayton, MO 63105

Re: FY 2019 Municipal Application for  
Community Development Block Grant Funding

Dear Mr. Durdello:

Enclosed is the completed application and required documents for the FY 2019 Community Development Block Grant (CDBG).

We appreciate an opportunity to participate in this program for this year and in the future years.

Sincerely,

Tina Charumilind  
Director of Finance  
314-505-8547  
[tcharumilind@ucitymo.org](mailto:tcharumilind@ucitymo.org)

St. Louis County Department of Planning  
Office of Community Development  
Community Development Block Grant Municipal Application

**I. General Information and Attachments**

City of University city	Tina Charumilnd/Director of Finance
Municipality	Municipal Contact Person and Title
6801 Delmar Blvd. , University City, MO 63130	
Complete Address Including Zip Code	
(314) 505-8547	tcharumilnd@ucitymo.org
Contact Person's Phone Number	Contact Person's Email

**APPLICATION DEADLINE DATE: FRIDAY, JUNE 29, 2018**

Please attach the following to this application:

**Documentation of Public Notice**

At least 10 calendar days in advance of the public hearing, publish the notice on page 8 in its entirety. For help drafting a public notice, contact your assigned CD Specialist.

You may advertise using one or more of the methods listed below. Select the method used and submit with this application a copy of the advertisement, flyer, newsletter, or photos documenting posting. Photos of postings should include the name and address of the posting location.

- Publish the Notice of Public Hearing in a newspaper of general circulation;
- Distribute a flyer advertising the public hearing to every household in the community;
- Publish the Notice of Public Hearing in a municipal newsletter or other publication that is delivered to every household in the community; or
- Post the Notice of Public Hearing at a minimum of three public sites within the jurisdiction.

**Public Hearing Sign-In Sheet**

Please use the sign-in sheet provided on page 9 and return with the application. All residents attending the hearing should sign in.

**Hearing Minutes**

Signed or approved minutes from public hearing that clearly describe citizen comments. Also include an explanation of why comments were not incorporated into final application, if applicable.

**Written Comments from Citizens**

Include a copy of any citizen comments submitted in writing. Also include an explanation of why comments (*written or verbal*) were not incorporated into final application, if applicable.

**Conflict of Interest Statement**

If any elected official in your jurisdiction will directly benefit from a planned CDBG activity, attach an explanation of how your community selected the planned activity.



Terry Crow  
Printed Name of Chief Elected Official

X   
Signature of Chief Elected Official

Mayor  
Title of Chief Elected Official

6/29/2018  
Date

**II. Activity Description**

Pages two through six must be completed for each proposed activity. Make copies of these pages and use for additional activities, as needed.

Type of Activity Street Improvement at Kennedy Street from Olive Blvd. to Etzel Street.

Amount Allocated for this Activity \$ \$103,400

Will this activity create a conflict of interest? (Example: an activity is selected that will improve a street on which an elected official lives.) Yes  No

If yes, please attach an explanation of how your community selected this planned activity.

\*Please note, if any elected official will directly benefit from this activity, he/she should abstain from voting on it, and this should be reflected in the approved public hearing minutes.

Will this project be leveraged with other funds? Yes  No

If yes, please indicate the fund source and the amount \$ 26,600 from General Fund

**Scope of Activity:** Describe exactly what will be done.

- Capital Improvements:** Use engineering and quantitative descriptions, as necessary.  
 **Public Service Activities:** Describe and indicate how funds will be utilized.

This project will consist of the upgrade Kennedy Street's pavement structure and address existing drainage issues present along the corridor.

**Location of Activity:** Provide exact location(s) and addresses where applicable.

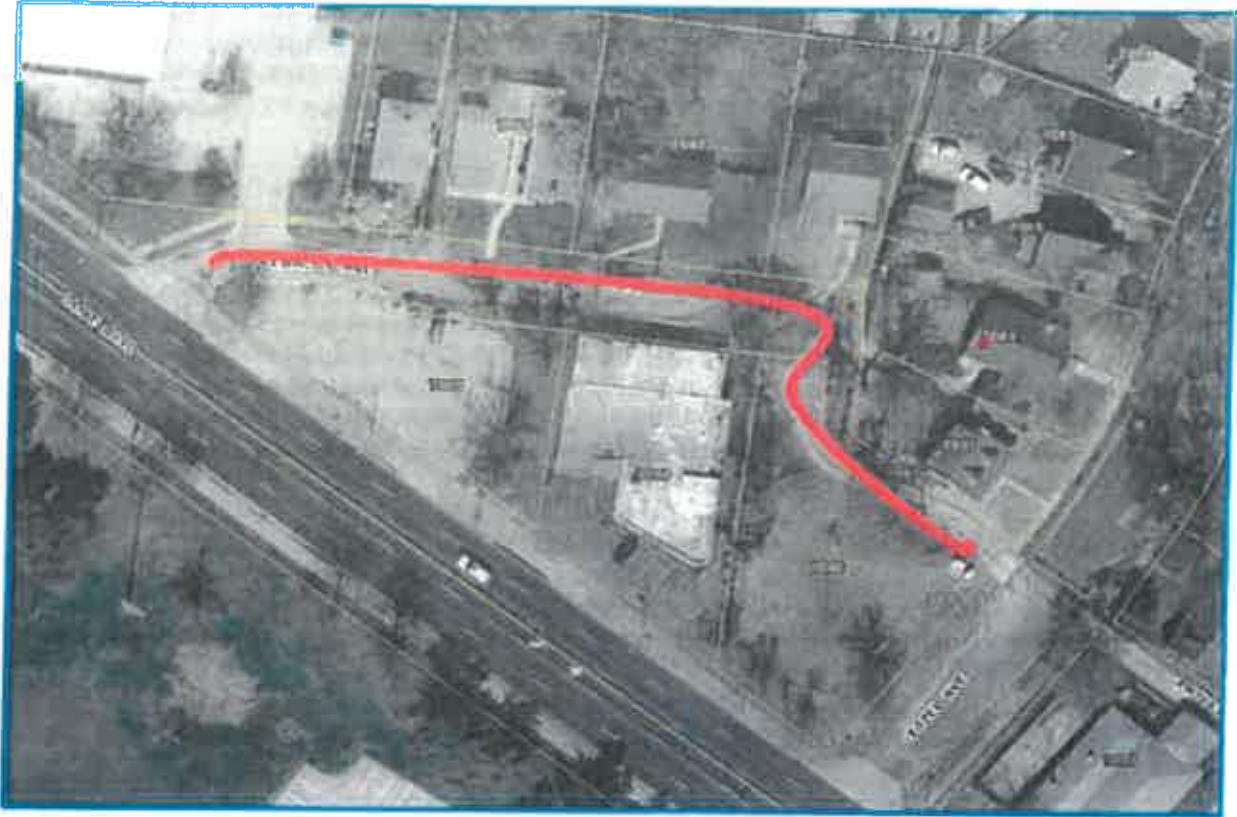
- Capital Improvements:** Provide beginning and ending points and/or physical boundaries below and on a municipal map and attach. *Do not list "various locations throughout municipality;" scopes without specific addresses or locations will not be accepted.*  
 **Public Service Activities:** Describe location(s) where activities will take place.

7000 Block of Kennedy between Olive Blvd. and Etzel Avenue.

( See map on the next page)

A map of CDBG-eligible areas in St. Louis County can be found at: [www.stlouisco.com](http://www.stlouisco.com) > Online Services > Mapping and Data > CDBG Eligibility Public Viewer

7000 Block of Kennedy between Olive Blvd. and Etzel Avenue



**III. Documentation of Activity Eligibility**

For each activity, check one box on pages three through six and complete the corresponding section, if applicable. Any proposed activity must meet one of three national objectives in order to be eligible for CDBG funding. The criteria listed below shall be used to determine whether a CDBG-assisted activity complies with one or more of the national objectives as required under 24 CFR 570.200(a)(2).

**Area Benefit Activity**

A proposed area benefit activity must benefit 51 percent of the low to moderate-income residents of the activity area. An activity qualifies under this category when the benefits of the activity are available to all the residents in a particular area, where at least 51 percent of the residents are low-and moderate-income persons. Such an area need not be coterminous with census tracts or other officially recognized boundaries but must be the entire area served by the activity. An activity that serves an area that is not primarily residential in character shall not qualify under this criterion.

**Documentation of Eligibility for an Area Benefit Activity**

Please fill out the table below with current census data or detail the results of survey information. Current census data can be found at [www.stlouisco.com](http://www.stlouisco.com) > Online Services > Mapping and Data > CDBG Eligibility Public Viewer.

Census Tract	Block Group	Total Persons	Low-Moderate Persons	Low-Moderate %

**Survey**

A new survey will need to be done if your current survey information was done prior to 2010. The Office of Community Development may assist you with surveys for the CDBG Program.

Survey Information	
Area Surveyed	
Number Surveyed	
% Low-Mod Income Residents	
Date Survey completed	
Performed by	
Copy of survey results attached	

**Rehabilitation of Private Properties (Home Improvement Program)**

This activity is administered by St. Louis County Office of Community Development. Income documentation will be certified by St. Louis County on a confidential case by case basis.

**Limited Clientele Activity**

To qualify under this category, the activity must meet one of the following tests:

(1) Benefit a clientele who are generally presumed to be principally low- and moderate-income persons. Activities that exclusively serve a group of persons in any one category or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low- and moderate-income: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; or

(2) Require information on family size and income so that it is evident that at least 51 percent of the clientele are persons whose family income does not exceed the low and moderate income limit; or

(3) Have income eligibility requirements which limit the activity exclusively to low-and moderate-income persons; or

(4) Be of such nature and be in such location that it may be concluded that the activity's clientele will primarily be low-and moderate-income persons; or

(5) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled" will be presumed to qualify under this criterion if it is restricted, to the extent practicable, to the removal of such barriers by assisting:

1. The reconstruction of a public facility or improvement, or portion thereof.
2. The rehabilitation of a privately owned nonresidential building or improvement.
3. The rehabilitation of the common areas of a residential structure that contains more than one dwelling unit.

Please describe how this activity meets the above criteria and quantify anticipated results (e.g. number of people served or number of curb ramps installed).

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St. Louis County Department of Planning  
Office of Community Development  
Community Development Block Grant Municipal Application

**Activity to Address Slum or Blight**

**(A)** An activity will be considered to address prevention or elimination of slums or blight in an area if:

1. The area, delineated by the recipient, meets a definition of a slum, blighted, deteriorated or deteriorating area under state or local law;
2. Throughout the area there is a substantial number of deteriorated or deteriorating buildings or the public improvements are in a general state of deterioration;
3. Documentation is maintained by the recipient on the boundaries of the area and the condition which qualified the area at the time of its designation; and
4. The assisted activity addresses one or more of the conditions which contributed to the deterioration of the area. Rehabilitation of residential buildings carried out in an area meeting the above requirements will be considered to address the area's deterioration only where each such building rehabilitated is considered substandard under local definition before rehabilitation and all deficiencies making a building substandard have been eliminated if less critical work on the building is undertaken. At a minimum, the local definition for this purpose must be such that buildings that it would render substandard would also fail to meet the housing quality standards for the Section 8 Housing Assistance Payments Program-Existing Housing (24 CFR 882.109).

**(B)** Activities to address slums or blight on a spot basis. Acquisition, clearance, relocation, historic preservation and building rehabilitation activities which eliminate specific conditions of blight or physical decay on a spot basis not located in a slum or blighted area will meet this category. Under this criterion, rehabilitation is limited to the extent necessary to eliminate specific conditions detrimental to public health and safety.

**Please describe how this activity meets one of the above criteria.**

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**IV. Annual Fair Housing Monitoring Requirement**

The following questions relate to your municipality's required Fair Housing Law compliance.

**(A)** Has your municipality's Fair Housing Ordinance been updated in the last year?  
 Yes  No  If yes, please attach a copy of the new ordinance.

**(B)** List the Human Rights Commission members and the date their terms expire in the table below. *(Please note if the Human Rights Commission is appointed upon complaint.)*

Name of Member	Commission Expiration Date

**(C)** How many meetings did the Commission hold in the previous year? \_\_\_\_\_

**(D)** Were there any complaints about alleged discrimination received in the previous year?  
 Yes  No  Number of complaints \_\_\_\_\_

**(E)** Briefly describe actions taken on each of these complaints and the final outcome in those cases which have been settled or indicate "not applicable."  
 \_\_\_\_\_  
 \_\_\_\_\_

**(F)** List any funding provided by your municipality to or for the Human Rights Commission to carry out its responsibilities along with a brief description of the activities funded or indicate "not applicable."  
 \_\_\_\_\_  
 \_\_\_\_\_

**(G)** Please describe any additional municipal efforts that have been made to create and promote a greater choice of housing or indicate "not applicable."  
 \_\_\_\_\_  
 \_\_\_\_\_

**(H)** Attach copies of any legal opinions written by your City Attorney regarding interpretations of Fair Housing Law or indicate "not applicable."  
 \_\_\_\_\_

**NOTICE OF PUBLIC HEARING**  
**Publication Date** June 11, 2018

The City of University City will hold a public hearing to discuss the estimated allocation of \$ 103,400 in Community Development Block Grant funds which will become available after January 1, 2019. The public hearing will be held at 6:30  am  pm on Monday, June, 11, 2018, at City Hall, 6801 Delmar Blvd. University City, MO 63130.

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 the 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

NAME/TITLE			
6801 Delmar Blvd.,	University City	Missouri	63130
ADDRESS	CITY	STATE	ZIP
(314) 505-8547			
PHONE			

If you are a person with a disability or have special needs in order to participate in this public hearing, please contact LaRette Reese at 314-505-8806 no later than Friday, June 8, 2018

**For More Information Call:**

314-862-8767 VOICE  
800-735-2966 TDD

1-800-735-2466 RELAY MISSOURI VOICE  
 1-800-735-2966 RELAY MISSOURI TDD  
**Equal Opportunity Employer**

St. Louis County Department of Planning  
Office of Community Development  
2019 Public Hearing Sign-In Sheet

*Purpose: To discuss the estimated allocation of \$* 103,400 *in Community Development Block Grant funds.*

Municipality City of University City

Date Monday, June 11, 2018 Time 6:30pm.

Location (name and address) \_\_\_\_\_

Name of Resident	Address
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
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18.	
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23.	
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25.	

## 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.

St. Louis County Department of Planning  
Office of Community Development  
Community Development Block Grant Municipal Application

- 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.

Mr. Parson stated he views this TIF much like an adhesion contract which arbitrarily benefits only one side.

I. **PUBLIC HEARINGS**

1. 2018 Community Development Block Grant Allocation (CDBG)

Mayor Crow opened the Public Hearing at 7:00 p.m., and hearing no requests to speak the hearing was closed at 7:01 p.m.

2. FY19 Annual Operating Budget

Mayor Crow opened the Public Hearing at 7:01 p.m.

Citizen's Comments

**Margle Diekemper, 8039 Gannon, University City, MO**

Ms. Diekemper, Chair of the U City Commission on Seniors, stated Council should have received a copy of the Senior Commission's Fiscal Year 2019 Budget Proposal of \$5,500 for consideration. The proposal includes the rationale and fiscal note justification for a Ride Scholarship Program for U City seniors 60+ and visually impaired adults. (Ms. Diekemper noted that page 2 of the Budget Justification which reads \$55.00 per membership should be corrected to read \$50.00 per membership.)

This year's request is only for direct service ride funds in the form of a Ride Scholarship, which is the award of an introductory annual membership and contribution to a ride account with Independent Transportation Network-Gateway; ITN-Gateway. ITN-Gateway which has been operating in St. Charles County for eight years, is an affiliate of ITN-America, the largest not-for-profit senior transportation service in the United States. Ms. Diekemper stated the Commission takes the Ordinance mandating their responsibility to advise and make recommendations to Council regarding services they fill will positively impact the quality of life for senior residents very seriously. As a result, the Commission strongly believes this is a great service and stands by their second-year advocacy and recommendation of this service. Extra steps have also been taken to develop a document the Commission hopes will clear up any previous misunderstandings about ITN.

ITN-Gateway Update

- May 9, 2018, operations commence in St. Louis County.
- To date, 37 rides have been provided.
- 73% of those 37 rides were made by U-Citians.
- 69% of ITN-Gateway's registered riders are U-Citians.
- ITN-Gateway recently mailed out 15 applications to U City residents.
- This week alone, ITN-Gateway has received 23 requests for rides, the majority of which have come from U-Citians.

Ms. Diekemper stated as an ITN-Gateway volunteer she has fielded 24 phone calls from interested riders and trained 5 U City volunteer drivers.

E - 1 - 4







**Administrative Services**

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 863-0921

June 25, 2018

Alex Durdello  
Community Development Specialist  
Office of Community Development  
41 S. Central Avenue, 5<sup>th</sup> Floor  
Clayton, MO 63105

Re: Supplement Cooperation Agreement No. 2016, Amendment No.1

Dear Mr. Durdello,

Please find enclosed two copies of the above referenced amendment signed by the City of University City's Chief Elected Official. Please return a fully executed copy to me for our record.

If you need any additional information, please do not hesitate to contact me.

Thank you for all your assistance.

Sincerely,

A handwritten signature in black ink that reads "Tina Charumilind". The signature is fluid and cursive.

Tina Charumilind  
Director of Finance  
314-505-8547  
[tcharumilind@ucitymo.org](mailto:tcharumilind@ucitymo.org)



**ST. LOUIS COUNTY DEPARTMENT OF PLANNING  
OFFICE OF COMMUNITY DEVELOPMENT**

**MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT  
SUPPLEMENTAL COOPERATION AGREEMENT**

**NO. 2016**

**AMENDMENT NO. 1**

**This Supplemental Cooperation Agreement Amendment, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between ST. LOUIS COUNTY, MISSOURI (hereinafter referred to as "County"), and the City \_\_\_\_\_ of University City \_\_\_\_\_, Missouri (hereinafter referred to as "Municipality"),**

**Witnesseth:**

**Whereas, Paragraph No. 2 of the Supplemental Cooperation Agreement No. 2016 to the Municipal Housing and Community Development Cooperation Agreement provides for changes in Exhibit A: Scope of Program of said Agreement; and**

**Whereas, County and Municipality desire to modify Exhibit A: Budget and Scope of Program of the Supplemental Cooperation Agreement No. 2016 and/or reallocate funds. Funds will be reprogrammed as follows:**

**Location Change Only**

	Fund	Dept	Division	Section	Object	Grant	Program	Activity	Location	Amount
From	45	2500	2580		6 0				0000	\$
To	45	2500	2580		6 0				0000	\$
From	45	2500	2580		8 0				0000	\$
To	45	2500	2580		6 0				0000	\$

**Now, Therefore, County and Municipality mutually agree as follows:**

- 1. Exhibit A: Scope of Program of the Supplemental Cooperation Agreement No 2016 is hereby deleted in its entirety and the following Exhibit A is inserted in lieu thereof.**



MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT  
SUPPLEMENTAL COOPERATION AGREEMENT

NO. 2016

AMENDMENT NO. 1

In Witness Whereof, the parties have signed this Agreement on the day and year first above written.

City of University City

ST. LOUIS COUNTY, MISSOURI

By: [Signature]

By: \_\_\_\_\_

Title: Mayor

Title: Director, Department of Planning

Attest:

Approved:

By: [Signature]

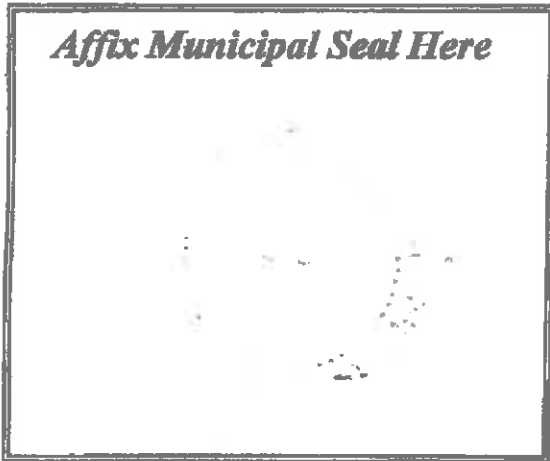
By: \_\_\_\_\_

Title: City Clerk

Title: Director, Community Development

Approved as to Legal Form:

[Signature]  
Municipal Attorney



I hereby certify that balances sufficient to pay the contract sum remain in the appropriation accounts against which this obligation is to be charged, to the extent County continues to receive federal funds sufficient to pay contract sum, in accordance with the applicable Municipal Housing and Community Development Cooperation Agreement, between Municipality and St. Louis County.

MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT  
SUPPLEMENTAL COOPERATION AGREEMENT

NO. 2016

AMENDMENT NO. 1

BUDGET AND SCOPE OF PROGRAM

Municipality: City of University City Total Allocation \$103,400.00

HUD Activity Title: Street Improvements HUD Matrix Code: 03K

Fund: 4500 Department: 2500 Division: 2580 Section: 4109 Object: 656410

Grant: NB606 Program: NS11 Activity: NST11 Location: 0000 Project: NB606

Description: Funds will be used to mill and overlay asphalt, construct drive approach asphalt transitions, and upgrade curbs to ADA compliance on the 7900 block of Westover Place and 7800 block of Morgan Avenue.

Amount: \$78,400.00

HUD Activity Title: Public Services - Police Services HUD Matrix Code: 05I

Fund: 4500 Department: 2500 Division: 2580 Section: 4109 Object: 656110

Grant: NB606 Program: NP16 Activity: NPP16 Location: 0000 Project: NB606

Description: Funds will provide education programs on crime prevention and additional police patrols in qualified areas.

Amount: \$25,000.00



## Council Agenda Item Cover

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**MEETING DATE:** July 9, 2018

**AGENDA ITEM TITLE:** OneSTL Regional Sustainability Plan Adoption

**AGENDA SECTION:** Consent Agenda

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

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### **BACKGROUND REVIEW:**

#### **OneSTL**

In 2011 East-West Gateway Council of Governments (EWG) received a Sustainable Communities Initiative Regional planning grant. Over the course of three years, EWG and 11 partner organizations worked together to create OneSTL, a regional plan for sustainable development.

In April of 2017, EWG held a regional sustainability summit in partnership with the Washington University Office of Sustainability and over 300 people representing over 100 organizations. An outcome of the summit was the recommendation for six sustainability targets to be used as a regional guide for sustainability efforts. The targets address greenhouse gas emissions, access to healthy food, biodiversity, transit oriented development, waste reduction, and water quality & green infrastructure.

#### **University City Sustainability Strategic Plan**

In 2011 The Green Practices Commission (GPC) developed a Sustainability Strategic Plan for the City of University City. This document has been very useful and recommended specific tasks to be completed. Many of the goals and actions have been completed, some are still in need of completion, and some of them need to be adjusted.

In 2016 the GPC began reviewing the Sustainability Strategic Plan and looking for ways to update and improve the document.

#### **OneSTL Statement of Endorsement**

University City staff and the Green Practices Commission reviewed and discussed Regional OneSTL sustainability targets. On May 10, 2018 the Green Practices Commission voted on and unanimously agreed that it would greatly benefit University City by adopting these regional targets. While University City would still need to create certain city-specific sustainability actions, OneSTL has already defined specific actions to work toward the targets.

#### **Recommendation**

The City Manager recommends signing of the OneSTL Statement of Endorsement showing University City's commitment to the betterment of the City and the region in regards to sustainability.







## **Green Practices Commission**

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 863-9146

Meeting Minutes – University City Green Practices Commission

May 10, 2018

Location: Heman Park Community Center

Attendees Present: Barbara Brain, Adam Staudt, Timothy Dugan, Mary Gorman, John Solodar (Acting Chairperson), Jenny Wendt (Staff Liaison)

Absent: Terry Crow (Council Liaison), Jonathan Stitleman (Chairperson), Kathy Straatmann

1. Meeting Called to Order - Roll Call at 5:32  
Special Guests: Scott Smid, Metro Lighting – Energy Efficiency and Ameren Rebates  
Tom Appelbaum, Missouri Energy Savings, YGRENE – PACE program
2. Approval of Minutes
  - a. 3/08/18 minutes were approved as written.
  - b. 04/12/18 minutes were approved as written.
3. Special Presentations
  - a. Scott Smid with Metro Lighting spoke about Energy Efficiency and Ameren Rebates. Metro Lighting offers free energy audits.
  - b. Tom Appelbaum with Missouri Energy Savings/YGRENE – PACE program spoke about this program also being available for University City residents as it is a St. Louis County approved PACE program.
4. New Business
  - a. Proposed changes to by-laws – John Solodar suggested changing the bylaws to separate the secretary duties of filling in for the chairperson to a new officer – Assistant Chairperson. The commission discussed this and felt it was not necessary to change the bylaws.
  - b. Olive and 170 TIF – The commission reviewed a summary and a map of the TIF project and discussed upcoming TIF commission meetings.
  - c. GPC developmental reviews and recommendations – For the Olive 170 TIF project, as well as other developmental projects, it is beneficial for the GPC to go to the public meetings. Currently there are no requirements or procedures for developmental projects to present to the Green Practices Commission.
5. Old Business
  - a. Recycling Initiative for Construction and Demo projects (cardboard and metal) – Next steps: Adam Staudt has been tasked with developing survey questions for contractors to be asked, after that educate, promote, and work with community development to develop a procedural avenue for these steps.
  - b. **OneSTL Endorsement – The commission reviewed OneSTL regional targets for each of the**

sustainability areas (Water and Green Infrastructure, Waste and Recycling, Transit Oriented Development, Energy and Emissions, Biodiversity, Food Access) and voted to endorse the targets and strategies as University City's own and implement them in the University City Sustainability Strategic Plan. Jenny will pass this information on to the City Manager requesting official endorsement.

- c. EV information – Tim Michels communicated updates to the EV information and the commission discussed.

6. Commission Reports

- i. Council Liaison Update – No Council Liaison present
- ii. Ecosystems/Habitat: Barbara Brain – tabled until next meeting due to time constraints.
- iii. Energy: Adam Staudt – tabled until next meeting due to time constraints.

7. Closing Round

- a. Jenny – Electronics Recycling event will be held on May 12th.
- b. Adam – Commended the recycling page in the ROARS newsletter.

8. Adjournment at 7:01 pm.

Gregory Rose, City Manager  
City of University City  
6801 Delmar Boulevard  
University City, MO 63130

April 4, 2018

Dear Mr. Rose,

A concerted effort is underway to coordinate sustainability efforts within the St. Louis region through OneSTL. Since the OneSTL plan was completed in 2013, the eleven original partners and scores of other organizations and individuals met routinely to exchange ideas and discuss progress on their own projects. In April of 2017, a regional sustainability summit was held at the Eric P. Newman Education Center in partnership with the Washington University Office of Sustainability. Over 300 people representing over 100 organizations attended the summit. An outcome of the summit was the recommendation for six sustainability targets to be used to guide future efforts of the many organizations collaborating on OneSTL Plan implementation and generally working on sustainability.

The targets address greenhouse gas emissions, access to healthy food, biodiversity, transit oriented development, waste reduction, and water quality & green infrastructure. Detailed information about each target can be found at [www.onestl.org/regional-initiatives](http://www.onestl.org/regional-initiatives). In order to build momentum and have a greater impact on the region through this effort, we are looking for agencies, organizations and businesses to endorse these targets, set targets internal to their organization based on their conditions and abilities, and/or contribute to the collaborative efforts of the OneSTL Working Groups. One such group is the Materials and Recycling Working Group which Jennifer Wendt has already stepped forward to help lead.

Through examples such as the Green Practices Commission and The Loop Green Dining District, the City of University City is taking actions to be a regional leader in sustainability. As such, I would like to formally invite you to endorse our OneSTL Targets. A statement of endorsement is included on the following page. Feel free to sign and return the endorsement as written or use it as guidance in creating your own endorsement statement. Also, an on-line version is available to make endorsements electronically at [www.onestltargets.org](http://www.onestltargets.org). Please do not hesitate to contact me if you have any questions.

Sincerely,

*Aaron Young*

Aaron Young  
Sustainability Planning Manager  
East-West Gateway Council of Governments  
One Memorial Drive, Suite 1600  
St. Louis, MO 63102  
314-421-4220  
[aaron.young@ewgateway.org](mailto:aaron.young@ewgateway.org)

### OneSTL Statement of Endorsement

In recognition that residents in all of the cities and counties in the St. Louis region collectively impact and are impacted by each other's actions –and– solutions to many of our issues will require action and collaboration from all sectors and all communities in our region,

I/We, the undersigned, endorse the establishment of the following regional targets: (select as many that you would like to endorse)

- Reduce greenhouse gas emissions by 28 percent by 2025 and 80 percent by 2050.***
- By 2025, 100% of counties in the combined statistical area of St. Louis are using the Regional Biodiversity Atlas to actively guide their planning, policies and practices in ways that increase habitat connectivity, ecological functionality, and quality of life for all.***
- 100% of land in the St. Louis region has active watershed organizations and quality watershed plans in progress by 2025 and plans completed by 2030.***
- Reduce tonnage of waste going to landfills within our watershed by 30% by 2030.***
- By 2023, increase the number of destinations such as jobs, residences, and other resources or amenities within a 1/4 mile or five minute safe and accessible walk by 30 percent at 20 stations***
- By 2027, reduce by half the number of healthy food priority areas. A healthy food priority area is defined as a low-income census tract where residents lack vehicle access, are a certain distance from a healthy food outlet, and the average availability of healthy food in all food stores is low.***
  
- In addition to a general endorsement, I/we wish to commit to achieving the regional target by:
  - Adopting, publishing, and beginning efforts to achieve specific targets within our institution, business, government, or organization that contribute to the regional target.
  - Identifying a point person within our organization to lead internal efforts to meet our targets and to contribute to the knowledgebase, mentorship and peer learning opportunities being created through the OneSTL Network.

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

# 2018 Report to the Region: Measuring Our Progress



PLAN FOR A PROSPEROUS, HEALTHY, VIBRANT ST. LOUIS REGION



## WHAT'S INSIDE:

### Executive Summary

**2017 Updates—**  
Sustainability Lab @ T-Rex  
2017 Regional Sustainability Summit

### Indicators Summary

### Working Group Summaries

Water and Green Infrastructure  
Materials and Recycling  
Transit Oriented Development  
Energy and Emissions  
Biodiversity  
Food Access

### Get Involved

# EXECUTIVE SUMMARY

**OneSTL** is a multifaceted effort to encourage and support greater sustainability within the 8-county St. Louis region (see cover). A plan was completed in 2013 by a collaboration of eleven consortium partners and through the participation and engagement of 50 other organizations. Thousands of people contributed input to the full plan which can be found at [www.onestl.org/plan](http://www.onestl.org/plan).

After the plan was completed, the consortium partners and other participants formed the OneSTL Network. Members of the Network met routinely to discuss progress on their own projects and exchange ideas. In 2015, several Network member organizations decided to collaborate on hosting a regional sustainability summit. After 2 years of planning, the summit was held in April of 2017 at Washington University. An outcome of the summit was the identification of targets for seven regional sustainability indicators. Those seven Indicators and Targets are now used as a focus for activities related to implementing the OneSTL Plan.

In May of 2017, the **Sustainability Lab @ T-Rex** was established as a monthly venue to have interactive and educational discussions on topics related to the Targets in addition to other general sustainability topics. The targets were also used as a foundation to form six regional Working Groups. Three of the **Working Groups** are new collaborations, and three are initiatives that existed and are now collaborating on achieving the OneSTL Targets.

Agencies, organizations and individuals from across the region can express their support through [www.onestltargets.org](http://www.onestltargets.org). If you would like to participate or simply would like more information, connect with us here: [www.onestl.org/contact-us](http://www.onestl.org/contact-us).

This report includes an **Indicators Summary** that discusses the 57 Performance Indicators monitored by East-West Gateway Council of Governments, more information on the Regional Sustainability Summit and the Sustainability Lab @ T-Rex, and background on the Working Groups and their related Targets.

Sincerely,  
Aaron Young  
Sustainability Planning Manager



## 2017 Updates

### Sustainability Lab @ T-Rex

The Sustainability Lab @ T-Rex is a partnership between OneSTL and T-Rex, the downtown St. Louis business incubator. The Lab was originally intended to be a monthly gathering of people working on, learning about, and advocating for sustainability. Once the event was established, it gave OneSTL working groups the opportunity to meet regularly and share their successes, lessons and challenges. The Lab is also used as a space for learning, creativity, and collaboration and has brought together the often independent efforts of public and private sectors. Seven Labs were held in 2017 with over 350 attendees.



In 2018, we will continue to hold the Lab on the last Tuesday of every month on the 5th floor at T-Rex in downtown St. Louis (911 Washington Avenue). On-going conversations have been happening with the St. Louis Food Policy Coalition on food access, with the International Society of Sustainability Professionals on drivers of sustainability, and with the NAACP on equitable energy policy. In addition to these on-going conversations, we are looking to round out the Lab schedule with new topics, local research, and student projects. We are also seeking professionals and leaders from a variety of sectors to do one-on-one or small group mentoring with younger professionals and students.

If you would like to attend the Lab or would like to host a sustainability-related discussion or presentation, visit the Lab's website by going to [www.onestl.org](http://www.onestl.org) and clicking on the T-Rex logo.



## 2017 Regional Sustainability Summit Recap

In 2017, several organizations came together to host a regional sustainability summit to discuss ways in which we could more actively work to make the St. Louis region more sustainable. More than 300 people attended the two-day event held at Washington University in St. Louis' Eric P. Newman Education Center.

The first day of the Summit included presentations from Denver, Colorado and Kansas City, Missouri on sustainability efforts in those regions, a panel discussion on the opportunities and hurdles to collaboration in the St. Louis region, and break-out groups covering the Summit's seven tracks. It concluded with a keynote presentation on the importance of including equity and justice in our effort.

On the second day of the Summit, 124 representatives from 88 different organizations met in groups of 12 to 15 people based on the Summit tracks and had focused discussions on the sustainability Performance Indicators of the OneSTL Plan. Out of these conversations, seven indicators were selected that best reflected what groups in the region are working on and where collaboration could have an additional impact. For all of them, Targets were identified for which the OneSTL Network could focus their efforts in 2018.

After the Summit, three new groups formed and three existing groups began meeting to talk about the Indicators and coordinate efforts that could achieve the identified Targets. These Working Groups are described on the following pages.

The Summit was organized by seven tracks:

- Buildings-Land Use- Community Development
- Water & Green Infrastructure
- Materials & Recycling
- Energy & Emissions
- Transportation
- Biodiversity
- Food Access

These tracks were selected by the Summit organizing committee based on the areas of overlap between the Themes in the OneSTL Plan and the work of organizations represented on the committee.

## Performance Indicators Summary

East-West Gateway tracks 57 performance indicators that measure how the region is performing in areas of economic, environmental, and social sustainability. Of the 57 indicators being tracked, 49 have trend data evaluated for this report.

The St. Louis region is moving in the desired direction on 59 percent of the indicators. They indicate that the region is taking steps to become more sustainable and is experiencing some improvements, but the region continues to face challenges, particularly in regards to equity.

The region has seen positive movement on economic measures as well as an increase in actions towards being more sustainable by individuals and organizations. Unemployment, employment, personal income, and gross metropolitan product have all improved since 2010. Three measures of involvement in OneSTL show increased participation, and there has been an increase in the number of local governments involved in ecological programs, such as Tree Cities.

However, the region continues to struggle with ensuring that economic and social gains reach poor and minority populations. Income inequality, concentrated poverty, and the percent of residents considered housing cost-burdened are growing. Another challenge is that the number of local governments involved in programs that make the region prepared for disasters remains small. Despite progress, less than 12 percent of local governments are participating in programs such as the Community Rating System, StormReady, and Cool Cities.

**59 Percent**

of OneSTL Performance Indicators are moving in the desired direction.

**12 of 49**

indicators are moving opposite the desired direction.



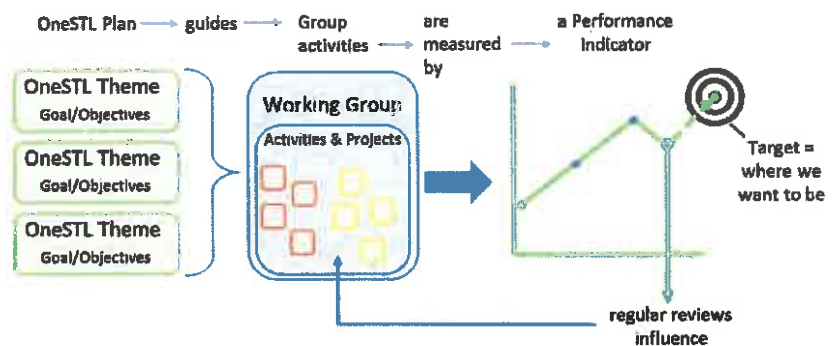
[OneSTL.org/indicators](http://OneSTL.org/indicators)

# Regional Working Groups

Regional working groups meet on a regular basis to implement strategies that help achieve OneSTL Plan goals and move selected indicators toward the desired outcomes. Six working groups—three existing and three new—have convened since the 2017 Regional Sustainability Summit. Each group has a unique structure that is generally limited in size to maintain focus and streamline communication. However, each group maintains a larger network of stakeholders, including constituents and organizational representatives who are interested in the topic or may be working on similar issues. A detailed description of each group's composition, progress, and action plan is included on the following pages.

Information on the working groups will be published at [www.onestl.org/get-involved/regional-initiatives](http://www.onestl.org/get-involved/regional-initiatives).

If you would like to participate in a working group, connect with us at [www.onestl.org/contact-us](http://www.onestl.org/contact-us).



## Working Groups and Their Targets

- **Water and Green Infrastructure\***: 100 percent of land in the St. Louis region has active organizations and quality watershed plans in progress by 2025 and completed by 2030.
- **Waste and Recycling**: Reduce tonnage of waste going to landfills within our watershed by 30 percent by 2030 over a 2015 baseline.
- **Transit Oriented Development**: By 2023, increase the number of destinations such as jobs, residences, and other resources or amenities within a 1/4 mile or five minute safe and accessible walk by 30 percent at 20 stations from a 2018 baseline.
- **Energy and Emissions**: Reduce greenhouse gas emissions by 28 percent by 2025 and 80 percent by 2050 (using 2005 as the baseline year).
- **Biodiversity\***: By 2025, 100 percent of counties in the CSA of St. Louis are using the Regional Biodiversity Atlas to actively guide their planning, policies, and practices in ways that increase habitat connectivity, ecological functionality, and quality of life for all.
- **Food Access\***: By 2027, reduce by half the number of census tracts where residents are low-income, lack vehicle access, are a certain distance from a healthy food outlet, and availability of healthy food is low.

\* Indicates a group existed prior to the regional summit and agreed to collaborate on reaching the target.

A discussion group was held at the Summit under the title Buildings, Land Use and Community Development. The group identified a target to "Equitably increase social and economic diversity to reduce the percent of low-income residents living in concentrated poverty by 50 percent by 2030 from a 2010 baseline." A Working Group did not form under this topic after the Summit, but the members of the OneSTL Network are exploring partnership opportunities that will help reach this target.





# WATER AND GREEN INFRASTRUCTURE



**Target:** 100 percent of land in the St. Louis region has active organizations and quality watershed plans in progress by 2025 and plans completed by 2030 from a 2010 baseline.

**Background:** A region with protected and enhanced natural systems will improve the performance of its water supply, flood management, and wastewater infrastructure. The Water & Green Infrastructure working group will measure progress by keeping track of water bodies that have been adopted by a clean water group and incorporated into a watershed plan.

**Structure:** East-West Gateway's Water Resources Committee (WRC) has been discussing issues related to water quality and watershed planning since 2001. A sub-committee of the WRC will act as the Water and Green Infrastructure Working Group. The WRC will continue to work to keep track of water quality initiatives and to disseminate information on planning, projects, and best practices.

**Activities:** The WRC, Nine Network and the Nature Conservancy have frequent meetings to discuss issues related to water. Additionally, the WRC conducts quarterly meetings at the office of East-West Gateway including educational tours.

Specific actions the group undertakes include:

- Mapping, maintaining, and evaluating a database of regional water quality efforts
- Maintaining resources on water quality on ewgateway.org and onestl.org
- Producing and publishing informational videos such as Labarque Creek restoration

**OneSTL Theme—Goals/Objectives being Implemented:**

- **Collaborative**—Strengthen neighborhood and community collaboration by supporting local efforts and networks that empower residents to strengthen and maintain conditions in their own neighborhoods and communities.
- **Green**—Guarantee clean water for all citizens by improving the health of our watersheds and waterways for drinking, aesthetics, and recreation.

# MATERIALS AND RECYCLING

**Background:** Waste reduction and diversion are sustainable practices that ensure efficient materials use and reduction of the amount of space and money devoted to landfills. The Materials and Recycling Working Group comprises multiple communities and organizations that work on waste reduction and recycling efforts.

**Structure:** The core of the Working Group is a representative group of approximately 12 people from several public and private entities. The Working Group will recruit an "advisory group"—to be called Waste Diversion Ambassadors—broken down into sectors that will be responsible for reaching out and communicating with the larger population of organizations that make up their sector.

**Activities:** Priority activities identified by the Working Group will focus on education, waste reduction infrastructure improvements, and policy advocacy. Specific actions the group started in 2017 and will continue in 2018 include:

- Creating a regional database and contact list of stakeholders through the Waste Diversion Ambassadors.
- Creating a central, regional database and website for information on recycling and hard-to-recycle items.



**Target:** Reduce the tonnage of waste going to landfills within our watershed by 30 percent by 2030 from a 2015 baseline.

- Conduct a regional public outreach and education campaign on recycling.

**OneSTL Theme—Goals/Objectives being Implemented:**

- **Prosperous**—Promote resource-efficient business practices by encouraging businesses to employ sustainable business practices that protect the natural resources of the region and promote livable communities.
- **Efficient**—Increase conservation efforts by maximizing participation in local recycling programs and waste minimization programs.

# TRANSIT ORIENTED DEVELOPMENT



**Target:** By 2023, increase the number of destinations such as jobs, residences, and other resources or amenities within a 1/4 mile or five minute safe and accessible walk by 30 percent at 20 stations from a 2018 baseline.

**Background:** Transit Oriented Development (TOD) is development within a 1/4 mile or a five minute walk from a MetroLink or MetroBus Transfer station that supports transit ridership through design and orientation that focuses on the transit, makes transit accessible by a diversity of mode choices and supports a mix of uses for the rider.

**Structure:** The TOD Working Group is new to the region. Participants at the Summit agreed that a more comprehensive indicator than those currently used is needed for measuring the sustainability of transportation in our region. The group identified land use, walkability, and other concerns as part of what they want to see a transportation indicator address. Bi-State Development has been bringing stakeholders together to discuss a regional definition of TOD, a target for increasing TOD opportunities in the region, and how to measure success.

**Activities:** Baseline data will need to be collected in order to determine if the target is being achieved. Looking ahead, the Working Group will:

- Create a more robust indicator for measuring the quality of TOD at light rail and bus station areas.
- Develop a process for assessing Metrolink and Metrobus stations.
- Collect data on the destinations and walkability that currently exists.

**OneSTL Theme—Goals/Objectives being implemented:**

- **Distinctive**—Foster active and healthy lifestyles, by promoting (re)development of accessible, walkable, bikable, and transit-oriented neighborhoods.
- **Connected**—Utilize transportation assets to stimulate economic development, by supporting transit oriented development.

# ENERGY AND EMISSIONS

**Target:** Reduce greenhouse gas emissions by 28 percent by 2025 and 80 percent by 2050 from a 2005 baseline.

**Background:** Greenhouse gases (GHGs) are compounds that prevent heat from escaping the earth's atmosphere and are recognized as a contributor to global climate change. Working to bring levels down can have other benefits such as cleaner air and water, cost savings through more efficient transportation and buildings, job creation through entrepreneurship and technological innovation, and other economic development opportunities.

**Structure:** The Energy and Emissions Working Group is comprised of individuals from Sifton Energy Solutions, Washington University Office of Sustainability, and the US Green Building Council – Missouri Gateway Chapter. The group has been meeting since the Summit and will create a steering committee and sub-committees for the priority areas of focus identified below.

**Activities:** The group will form sub-committees in the coming months to help address the target areas discussed at the Summit: building efficiency, transportation, and energy source.



Short-term goals for the Working Group include:

- Seek local endorsements for the Target from private and public institutions.
- Ask institutions to create their own, internal emissions reduction goals.
- Create a structure to support institutions as they strive to meet their own goals and targets.

**OneSTL Theme—Goals/Objectives being implemented:**

- **Green**—Exceed clean air standards by prioritizing public investments, encouraging private activities, and educating individuals on actions that reduce greenhouse gas emissions and improve air quality.
- **Efficient**—Increase energy diversity and efficiency by promoting alternative energy sources and designing, building, and renovating energy-efficient buildings and neighborhoods.



# BIODIVERSITY

**Target:** By 2025, 100 percent of counties in the combined statistical area of St. Louis are using the Regional Biodiversity Atlas (from a 2018 baseline) to actively guide their planning, policies, and practices in ways that increase habitat connectivity, ecological functionality, and quality of life for all.

**Background:** Ecosystems are directly responsible for the basics of daily life—air, water, soil, and food. Ecosystem change today is being driven by metropolitan regions, often characterized by high-intensity land use and high degrees of fragmentation. Opportunities exist to protect and connect remnants of biodiversity and to reimagine built areas to integrate living, natural systems into community design using quality data to support measurable interventions.

**Structure:** The Biodiversity Working Group is organized by BiodiverseCity St. Louis, a network of organizations and individuals throughout the greater St. Louis region working to improve quality of life for all through actions that welcome nature into our urban, suburban, and rural communities.

**Activities:** BiodiverseCity St. Louis has been meeting since 2012. As a result of the Sustainability Summit and the identified Target, this working group will:

- Build a regional inventory of biodiversity data.
- Develop and promote a regional vision and increase awareness for healthier, connected, bio-diverse lands and waters.
- Develop a regional atlas of priority sites and pilot projects for biodiversity conservation.
- Develop a playbook of model projects that could be replicated in urban, suburban, and rural communities.

**OneSTL Theme—Goals/Objectives being implemented:**

- **Collaborative**—Improve access to information for local government officials and citizens by providing access to data that is needed to make informed, sustainable decisions.
- **Green**—Protect the quality of our natural resources and environment by strengthening public understanding of the value of our natural resources.

# FOOD ACCESS

**Target:** By 2027, reduce by half the number of census tracts where residents are low-income, lack vehicle access, are a certain distance from a healthy food outlet, and availability of healthy food is low.

**Background:** Residents in low-income neighborhoods may face more barriers to accessing healthy food options; they may travel further to reach healthy food outlets or may not have the economic means to afford healthy food options. The Food Access Working Group recognizes that grocery stores are only one source of healthy food, and others include, but are not limited to, farmers markets, community-supported agriculture, neighborhood gardens, and mobile markets.

**Structure:** The St. Louis Food Policy Coalition—a group of individuals and organizations working to promote a thriving local food system that supports the health, community, environment, and economy of the St. Louis region—convenes the Food Access working Group.

**Activities:** The St. Louis Food Policy Coalition holds regular meetings to discuss strategies to improve local Food Access.



They identified the following priority strategies:

- Increase capacity and awareness of alternative food retail models.
- Work with grocery stores to address community concerns.
- Increase food production in North St. Louis.
- Increase knowledge of healthy food, where to buy it, how to afford it, and how to cook it.
- Establish baseline data for healthy food outlets in low-income census tracts.

**OneSTL Theme—Goals/Objectives being implemented:**

- **Distinctive**—Foster active and healthy lifestyles by increasing access to local, fresh, and healthy food.
- **Efficient**—Improve access to fresh, local food by supporting local food production and distribution, especially in areas that lack adequate retail outlets.

## OneSTL Network Member Organizations

Accelerate Wind  
 Access Engineering, LLC  
 Ahmadiyya Muslim Community  
 Ameren Missouri Pure Power  
 American Heart Association  
 American Lung Association  
 Anderson Associates  
 Applied Research Collaborative  
 Backstrom McCauley Berry & Co., LLC  
 Better Family Life, Inc  
 Brightside St. Louis  
 CBB Transportation Engineers and Planners  
 CDBG Operations Corporation  
 CDM Smith  
 Center for Sustainability at Saint Louis University  
 Charitable Foundation USA  
 CI SelectCitizens for Modern Transit  
 City Energy Project  
 City Farm  
 City of Belleville  
 City of Festus  
 City of Granite City  
 City of Jennings  
 City of Maryland Heights\*  
 City of Richmond Heights  
 City of St. Louis Department of Health  
 City of St. Louis Office of the Mayor  
 City of University City  
 Community Builders Network of Metro St. Louis  
 Community Development Administration  
 Compass Strategic Business Consulting  
 Davey Resource Group  
 Deer Creek Watershed Alliance  
 EarthDance Farms  
 East Side Aligned  
 East-West Gateway Council of Governments  
 EDC of St. Charles County  
 Edwardsville Township  
 Energy Resources Group  
 Energy Systems Group  
 Fair Food Network  
 Filtrix  
 FOCUS St. Louis  
 For the Sake of All  
 Forest ReLeaf of Missouri

Gateway Greening  
 Grace Hill Settlement House  
 Gray Design Group  
 Great Rivers Greenway  
 Green Dining Alliance  
 Green Spiral Tours  
 Harris-Stowe State University Center for Neighborhood Affairs  
 HeartLands Conservancy  
 Hellmuth + Bicknese Architects, LLC  
 Home Builders Association of St. Louis and Eastern Missouri  
 Housing Options Provided for the Elderly  
 Institute for Urban Research - SIUE  
 International Institute of St. Louis  
 Ioby  
 Jennings High School  
 Jones Lang Lasalle  
 Justine Petersen Housing and Reinvestment Corporation  
 Kaleidoscope Network  
 LCMS Foundation  
 Urban Circle Neighborhood Development Association  
 Logue & Associates, Inc  
 Ludus Inc  
 Madison County Employment and Training  
 Maternal, Child & Family Health Coalition  
 Metro East Community Air Project, University of Illinois  
 Metro East Park and Recreation District  
 Metro Water Infrastructure Partnership (MWIP)  
 Metropolitan St. Louis Equal Housing and Opportunity Council  
 Metropolitan St. Louis Sewer District  
 Midland States Bank  
 Missouri American Water  
 Missouri Botanical Garden  
 Missouri Commission on Human Rights  
 Missouri Department of Conservation  
 Missouri Department of Natural Resources  
 Missouri Department of Transportation  
 Missouri Interfaith Power & Light  
 Missouri Water Infrastructure Partnership  
 MRC Recycling  
 Planning and Community Design Commission, City of Olivette  
 Pollution Prevention Regional Information Center (P2RIC)  
 Positive and Productive Innovations  
 Public Water Supply District #2 of St. Charles County  
 Real Estate Solutions  
 RideFinders

Rise  
 River des Peres Watershed Coalition  
 Saint Louis FORWARD  
 Saint Louis University  
 Sierra Club  
 Sition Energy Solutions  
 Southern Illinois University—Edwardsville  
 Southwestern Illinois College  
 Spinnaker St. Louis  
 St. Charles Community College  
 St. Clair County Department of Health  
 St. Clair County Transit District  
 St. Louis Association of Community Organizations (SLACO)  
 St. Louis Chapter, NECA  
 St. Louis Clean Cities  
 St. Louis County Department of Health  
 St. Louis Community Foundation  
 St. Louis Council of Construction Consumers  
 St. Louis County  
 St. Louis County Soil & Water Conservation District  
 St. Louis Earth Day  
 St. Louis Mental Health Board  
 St. Louis Regional Chamber  
 St. Black Leadership Roundtable  
 Stone Carls & Company, LLC  
 The Living City Corporation  
 Thomson Printing  
 Trainct, Inc  
 Trivers Associates  
 United Way of Greater St. Louis  
 U.S. Department of Housing and Urban Development\*  
 U.S. Green Building Council - Missouri Gateway Chapter  
 University of Missouri Extension, St. Louis County  
 University of Missouri, Environmental Assistance Center  
 Urban Forestry Consortium  
 Urban Strategies  
 Urban Waters Federal Partnership  
 USGBC-Missouri Gateway Chapter  
 Washington University  
 Webster University  
 Youth Education and Health in Souldard  
 YouthBridge Community Foundation

\* Denotes public agency liaison

## Get Involved

Whether you have passion for sustainability in general or are interested in a specific topic, there are several opportunities to get involved with OneSTL. You can follow the link provided next to the opportunity or simply send us a message stating your interest at: [www.onestl.org/contact-us](http://www.onestl.org/contact-us).

Join the OneSTL Network with no commitment to receive updates on our events and progress: [www.onestl.org/component/kiosk/message-join](http://www.onestl.org/component/kiosk/message-join).

Request information on a Working Group: [www.onestl.org/contact-us](http://www.onestl.org/contact-us).

If you would like to assist with our communications effort or help organizing the Sustainability Lab @ T-Rex, send a message at [www.onestl.org/contact-us](http://www.onestl.org/contact-us).

## Show Your Support

If you have a particular interest in one or more of the Targets described in this report, show your support by signing on to our endorsement statement at [www.onestltargets.org](http://www.onestltargets.org). Whether you are a student, a corporate executive, a community activist or just a concerned resident, we want to know that you care.

**OneSTL**  
 1 Memorial Drive, Suite 1600  
 St. Louis, MO 63102  
[www.onestl.org](http://www.onestl.org)

East-West Gateway Council of Governments fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see <http://www.ewgateway.org/info/titlevi.htm> or call (314) 421-4228 or (618) 274-2750.



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## Council Agenda Item Cover

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**MEETING DATE:** July 9, 2018

**AGENDA ITEM TITLE:** Missouri Clean Energy District Pace Program – Letter of Support

**AGENDA SECTION:** Consent Agenda

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

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### **BACKGROUND REVIEW:**

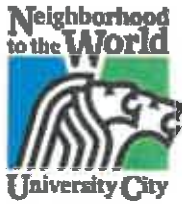
On September 8, 2015 University City joined the Missouri Clean Energy District (MCED) and Show-Me PACE, Property Assessed Clean Energy (PACE) Programs via Ordinance No. 6998. PACE programs allow property owners of University City to access funding for energy efficiency or renewable energy improvements by way of a tax assessment used to collect a lease payment of services fee. Recently St. Louis County joined the Ygrene PACE program, so now all three PACE programs are available for University City property owners. Joining multiple PACE programs has allowed University City property owners a competitive field of PACE financing options.

The partnership between University City and MCED has resulted in tens of thousands of dollars in clean energy renovations in University City. Additionally, dozens of University City residents have applied for over a million dollars in pending improvement funding. All of these transactions have been voluntary, are not tax-payer funded and are subject to the highest level of consumer protections.

PACE financing is not always the best source of funding, but it is a viable funding option for energy efficiency projects. It is beneficial to have this alternative for University City property owners, as is having multiple PACE providers to allow for competitive funding. Signing this letter of support will assist all St. Louis County residents have these same options.

**RECOMMENDATION:** The City Manager request and recommends approval to proceed with Mayor Crow signing the MCED Letter of Support. This letter of support will indicate a commitment to economic and community development for not only University City, but for all of St. Louis County by allowing all municipalities to benefit from competitive PACE program options.





**City of University City**

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8560, Fax: (314) 862-0694

St. Louis County Council  
41 S Central Ave  
Clayton, MO 63105

**ATTN:**

Councilwoman Hazel Erby, District 1  
Councilman Sam Page, District 2  
Councilwoman Colleen Wasinger, District 3  
Councilwoman Rochelle Walton Gray, District 4  
Councilman Pat Dolan, District 5  
Councilman Ernie Trakas, District 6  
Councilman Mark Harder, District 7

June 29, 2018

To the St. Louis County Council:

As local governments that have established partnerships with the Missouri Clean Energy District (MCED), we are writing to urge you to make MCED's Property Assessed Clean Energy (PACE) financing option available to all homeowners in St. Louis County. MCED is a statewide political subdivision with membership across over 130 local governments in 20 counties, helping educate residents and businesses about how to better manage their energy use and providing the financing options to help them do so.

MCED's PACE program has proven to be a public policy solution that supports a breadth of goals, from creating jobs to reducing carbon emissions – ultimately helping participating municipalities become more sustainable and economically vibrant. Currently, over 27 cities and towns in St. Louis County partner with the Missouri Clean Energy District, and more than 100 property owners in the County have used their residential PACE financing option to improve the energy use of their homes. However, while some St. Louis County residents can take advantage of the lower upfront costs and wide-ranging benefits of MCED's PACE program, including the most robust consumer protections available in the market, homeowners in many other incorporated and unincorporated areas of St. Louis County have been unnecessarily left behind.

Moreover, when homeowners are empowered to make upgrades that increase home energy performance, households have more control over their monthly energy costs, ultimately giving them more money to invest in themselves, their families, their neighborhoods and their quality of life. That's absolutely evident in our respective communities, where MCED has collectively injected nearly \$2.6 million in local economic stimulus and reduced carbon emissions by nearly five thousand tons in just a little over a year.

Also, just as competition helps to improve the choices and products in any free market system, your constituents and the local economy, can only benefit from having access to additional PACE providers, especially ones that have already seen such marked success across the state. Over the last 18 months, MCED has helped improve over 1,450 homes across the state through its residential PACE program and created or sustained over 230 local trade jobs that cannot be automated or outsourced. These upgrades are projected to reduce emissions by over 82,000 tons – equivalent to removing over 15,700 cars from the road – while also lowering homeowners’ utility bills by tens of millions of dollars.

MCED’s PACE program also offers consumer protections that go beyond those found with other types of home-improvement financing, such as credit cards and personal unsecured loans. These protections include limiting the financing to specific, eligible products, and requiring contractors to agree to not be paid until the homeowner certifies that the work has been completed to his or her satisfaction. The leading PACE programs mandate performance standards for contractors and have built-in local government oversight. Even as we write to you, the PACE industry is actively implementing stronger consumer protections across existing markets to ensure that each and every homeowner has clear written and oral disclosures about the terms of their assessments, have rights to cancel their financing, and can readily understand the affordability of their financing options through robust underwriting, including assessing a homeowner’s stated income and debt obligations.

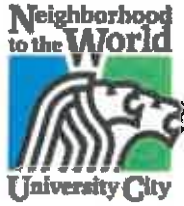
We fully support the County Council in any effort to give area homeowners more options to save on their energy bills, improve their neighborhoods and boost local businesses. MCED’s PACE option helps accomplish all of these important goals.

We thank you for your leadership on this matter and again implore St. Louis County to join MCED. It is our experience, as leaders in our respective communities, that a partnership with MCED can deliver results in the best interest of the metro area and further position Missouri as a clean energy leader. Please do not hesitate to reach out to any of us with questions regarding the MCED program in our community.

Sincerely,

Terry Crow  
Mayor, City of University City





## Council Agenda Item Cover

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**MEETING DATE:** July 9, 2018

**AGENDA ITEM TITLE:** Liquor License:  
**The Wacked Out Weiner, 6301 Delmar Blvd.**

**AGENDA SECTION:** Consent

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

**BACKGROUND REVIEW:** The Wacked Out Weiner has applied for a liquor license: Malt Liquor in excess of 3.2% and not in excess of 5% alcohol, by the drink, retail including Sunday sales. Applicant is Ms. Tina Baecht. A background check revealed no disqualifying information.

**RECOMMENDATION:** The City Manager is recommending approval.

**ATTACHMENTS:**

1. Department Approval was granted from Police and Community Development
2. Certificate of No Tax Due issued by the Missouri Department of Revenue
3. 2017 Personal Property Tax Record for the applicant indicates payment of taxes
4. Voter Registration





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



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

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

AN APPLICANT IS NOT PERMITTED TO OPERATE UNTIL LICENSE IS ISSUED

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

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

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

<b>I. BUSINESS APPLYING FOR LICENSE:</b>		
<b>A. BUSINESS NAME AND TYPE</b> <i>Baecht's Properties, LLC</i>		<input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company
<b>B. DESCRIPTION OF PREMISES AND ADDRESS:</b>		<b>C. PHONE:</b>
DESCRIPTION: <i>Restaurant</i>		<i>314 562 8959</i>
ADDRESS: <i>6301 Delmar Blvd, University City MO</i>		
HOURS OF OPERATION: <i>Sun-Wed: 11-9am Thu-Sat 11-10pm</i>		
<b>II. MANAGING OFFICER:</b>		
<b>A. NAME: (LAST)</b> <i>Baecht</i>	<b>(FIRST)</b> <i>TINA</i>	<b>(MIDDLE INITIAL)</b> <i>M</i>
<b>B. ADDRESS, CITY &amp; ZIP CODE:</b> <i>4041 Lockport Dr, Bridgeton MO 63044</i>		<b>C. PHONE:</b> <i>314 562 8959</i>
<b>D. DATE OF BIRTH:</b> <i>[REDACTED]</i>	<b>F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)</b>	
<b>G. PREVIOUS ADDRESS: (IF NOT AT PRESENT ADDRESS FOR 5 YEARS OR MORE)</b> <i>4029 Tholozan Ave, St Louis MO</i>		
<b>H. IF FOREIGN BORN, PLEASE STATE COUNTRY, PLACE AND STATE OF NATURALIZATION:</b>		
<b>I. MISSOURI RESIDENT SINCE: (MONTH &amp; YR)</b> <i>03-2008</i>	<b>K. TOWNSHIP:</b>	<b>L. COUNTY:</b> <i>St. Louis</i>
<b>M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT:</b> <i>Baecht's Deck, LLC</i>		
<b>N. NAME OF CORPORATION, PARTNERSHIP OR CLUB: (IF APPLICABLE)</b>		
<b>FOR PARTNERSHIP OR LIMITED PARTNERSHIP</b>		<b>NUMBER OF MEMBERS:</b>
<b>A2. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL PARTNERS: (USE PAGE 7 IF NECESSARY)</b>		
<b>FOR CORPORATION OR LIMITED LIABILITY COMPANY</b>		<b>NUMBER OF MEMBERS: 1</b>
<b>A3. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL OFFICERS, DIRECTORS AND STOCKHOLDERS OWNING 1% OR MORE INTEREST IN THE CORPORATION OR MEMBERS OF A LIMITED LIABILITY COMPANY. (USE PAGE 7 IF NECESSARY)</b>		
<i>Tina Baecht - 4041 Lockport Dr, Bridgeton MO 63044</i>		
<i>314-562-8959</i>		
<b>OTHER PERSONS</b>		<b>NUMBER OF MEMBERS:</b>
<b>A4. LIST NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH FOR ALL OTHER PERSONS WHO HAVE AN INTEREST IN THE BUSINESS FOR WHICH LICENSE IS REQUESTED. (USE PAGE 7 IF NECESSARY)</b>		
<b>B4. IN WHAT TYPE OF BUSINESS IS EACH OF THE ABOVE PERSONS ENGAGED: (USE PAGE 7 IF NECESSARY)</b>		

**III. OTHER INFORMATION**

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

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

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

D. EXPLAIN (WHEN, WHERE?)

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

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

F. EXPLAIN (WHEN, WHERE?)

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

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

H. EXPLAIN (WHEN, WHERE?)

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

*Novaks BAR & Grill*

*2008 - 2mths*

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

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

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

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

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

- RESTAURANT
- HOTEL DINING ROOM
- OTHER (PLEASE EXPLAIN)

L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ 60,000 OTHER (INCLUDING LIQUOR) \$ 20,000

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

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

YES  NO

AMOUNT OWED:

\$

NAME:

ADDRESS, CITY, STATE, & ZIP:

PHONE:

OCCUPATION:

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

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

Tina Baecht  
SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 23<sup>rd</sup> OF April 2018.

Jennifer A. Placke  
NOTARY PUBLIC

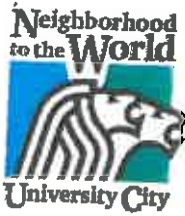
MY COMMISSION EXPIRES: November 11, 2018



THIS SECTION FOR CITY USE ONLY

**APPROVALS:**

<b>Police Chief</b> _____	<b>Date:</b> _____
<b>Comments:</b>	
<b>Community Development</b> _____	<b>Date:</b> _____
<b>Comments:</b>	
<b>City Manager</b> _____	<b>Date:</b> _____
<b>Comments:</b>	



University City Police Department

**Inter-office Memo**



**TO:** Colonel Hampton, Chief of Police  
**FROM:** Lieutenant Isenberg  
**SUBJECT:** 6301 Delmar (Liquor License Application)  
**CC:**

**Date:** 6/21/18

---

Business

The Wacked Out Weiner  
6301 Delmar Blvd.,  
University City, MO. 63130  
314-562-8959

Applicant

Tina Baecht  
D.O.B. [REDACTED]  
4029 Tholozan Ave.,  
St. Louis, MO 63116  
314-562-8959

Sir,

I have reviewed the findings of the investigation completed by Detective Daur Nodari concerning the liquor license application submitted by Tina Baecht for "The Wacked Out Weiner" located at 6301 Delmar Blvd., University City, MO 63130. Det. Nodari's investigation was thorough and revealed no cause for a denial for a City of University Liquor License as applied for by Tina Baecht.

Respectfully Submitted,

*Lt Isenberg #440*

Lt. Isenberg.

Final Approval:

*L. Hampton*  
Col. Larry Hampton, Chief of Police

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

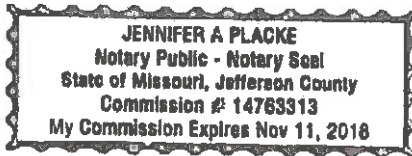
Comes now Tina Baecht of lawful age, being first duly sworn upon oath, deposes and says that he or she: (1) is the sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license, (2) is authorized to make this application, (3) has read this application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

Tina Baecht  
SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 23<sup>rd</sup> OF April 2018.

Jennifer A Placke  
NOTARY PUBLIC

MY COMMISSION EXPIRES: November 11, 2018



THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief	_____	Date: _____
Comments:		
Community Development	<u>[Signature]</u>	Date: <u>June 21, 2018</u>
Comments:		
City Manager	_____	Date: _____
Comments:		



IV. SUNDAY LIQUOR LICENSE

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

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

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

Baecht TINA M

B. BUSINESS NAME:

The Wacked Out Weiner

PHONE NUMBER:

314 562 8959

Type of Liquor License held or applied for:

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

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

Tina Baecht  
Signature of Applicant

Owner  
Title of Applicant

04-23-18  
Date

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

Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 600.060 of University City Municipal Code.

Each of the following recommendations is to be filled in and signed by a credible resident citizen of University City, vouching for the character of the applicant.

1) Date: 4/22/18 Name: Jennifer King  
 Location of University City real property taxed in your name: 1020 Stanford Ave University City  
 How long have you known applicant? Recently met through friend Are you related? No  
 Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No  
 Do you vouch for applicant's moral character and reputation? Yes  
 Phone Number: 608-397-5971 Signature: [Signature]

2) Date: 4/29/18 Name: Stacey Slovacek  
 Location of University City real property taxed in your name: 833 wild cherry lane  
 How long have you known applicant? 5 years Are you related? Co-worker  
 Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? no  
 Do you vouch for applicant's moral character and reputation? yes  
 Phone Number: 314-757-7275 Signature: [Signature]

3) Date: 4/29/18 Name: Shelly Norkatis  
 Location of University City real property taxed in your name: 7222 Maryland Ave. 63130  
 How long have you known applicant? 1 year Are you related? No  
 Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No  
 Do you vouch for applicant's moral character and reputation? yes  
 Phone Number: 314-518-2469 Signature: [Signature]

4) Date: 4/29/18 Name: Jennifer Hoffman  
 Location of University City real property taxed in your name: 7831 Gannon Ave. 63130  
 How long have you known applicant? recently met through friend Are you related? No  
 Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No  
 Do you vouch for applicant's moral character and reputation? Yes  
 Phone Number: 314-504-8781 Signature: [Signature]

5) Date: 4/29/18 Name: Carrie Slith  
 Location of University City real property taxed in your name: 7420 Tulane Ave 63130  
 How long have you known applicant? recently through friend Are you related? no  
 Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? no  
 Do you vouch for applicant's moral character and reputation? yes  
 Phone Number: 314-374-9165 Signature: [Signature]







# Check Your Voter Registration

Yes, TINA BAECHT is registered at 4041 LOCKPORT, BRIDGETON, 63044.

Your precinct is NW.NW.012. To view your polling place and a listing of candidates and issues on the next ballot, please visit our Voter Outreach Portal.

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



*Missouri*  
DEPARTMENT OF REVENUE

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

BAECHTS PROPERTIES LLC  
4041 LOCKPORT DR # DT  
BRIDGETON, MO 63044-2130

DATE: April 12, 2018  
VALID THROUGH: 07/13/2018  
NON-APPLICABLE

April 12, 2018

### CERTIFICATE OF NO TAX DUE

MISSOURI TAX IDENTIFICATION NUMBER: 25231961

To Supervisor of Liquor Control: The Missouri Department of Revenue certifies the above listed taxpayer has filed all required returns and paid all SALES AND WITHHOLDING due, including penalties and interest, and does not owe any SALES AND WITHHOLDING, as of APRIL 11, 2018. This review does not include returns that are not required to be filed as of this date or that have been filed but not yet processed by the Department.

This certificate is only for the purpose of obtaining a liquor license and is not pursuant to Section 144.150, RSMo.

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

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

TAXATION DIVISION

State of Missouri  
Missouri Retail Sales License

Licensee:

License Issued: 04/16/2018

THE WACKED OUT WEINER  
6301 DELMAR BLVD  
UNIVERSITY CITY, MO 63130-4772

BAECHTS PROPERTIES L.L.O.

MISSOURI ID: 25231961

The issuance of this license is contingent upon the licensee's compliance in all respects with the requirements in Chapter 144 RSMo, and the rules promulgated thereunder.

This license is valid until cancelled and surrendered by the licensee or revoked by the Director of Revenue.

This license must be prominently displayed in the place of business.

LIQUOR CONTROL  
COPY  
STATE OF MISSOURI  
MISSOURI DEPARTMENT OF REVENUE  
TAXATION DIVISION

This business is registered INSIDE the city limits of UNIVERSITY CITY in ST LOUIS COUNTY and you are liable to collect and remit all applicable state and local sales taxes.



1 PART HERE AND RETURN LOWER PORTION WITH PAYMENT!  
**ST LOUIS COUNTY, MISSOURI**  
**PERSONAL PROPERTY TAX BILL**

ADJUSTED TAX YEAR  
 02/06/2018  
**2017**

**PAY THIS AMOUNT**  
**\$1,061.69**

**COLLECTOR OF REVENUE**

ACCOUNT NUMBER	SCHOOL/SUB	CITY CODE	SITE CODE
100742645	126V	010	0264
VALUATION	TYPE * RATE PER \$100 =	CURRENT TAX +	
10,300 PERSONAL	10,3076	1,061.69	

**MUST BE PAID BY**

**FEB 20 2018**

ST LOUIS COUNTY  
 100742645-0 - BAECHT  
 127742-0018 Valerie B  
 CASH:  
 Payment Amount: 1,061.69

DESCRIPTION OF PROPERTY	VEHICLE FEE	VALUATION
470112 T14 RAW	1.044	9,440
829577 U15 DUMP		
VIN 1DGDFF22XFM011001		
1.061.69		

PRINT  
 MAILING  
 ADDRESS  
 CHANGE

BAECHT TINA M  
 4041 LOCKPORT DR  
 BRIDGETON MO 63044

AY174000011

YA51900742645CCCC

PD00000106169

UX1263540 3

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

**CORPORATION DIVISION**  
**CERTIFICATE OF GOOD STANDING**

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

***Baecht's Properties, LLC***  
***LC001550116***

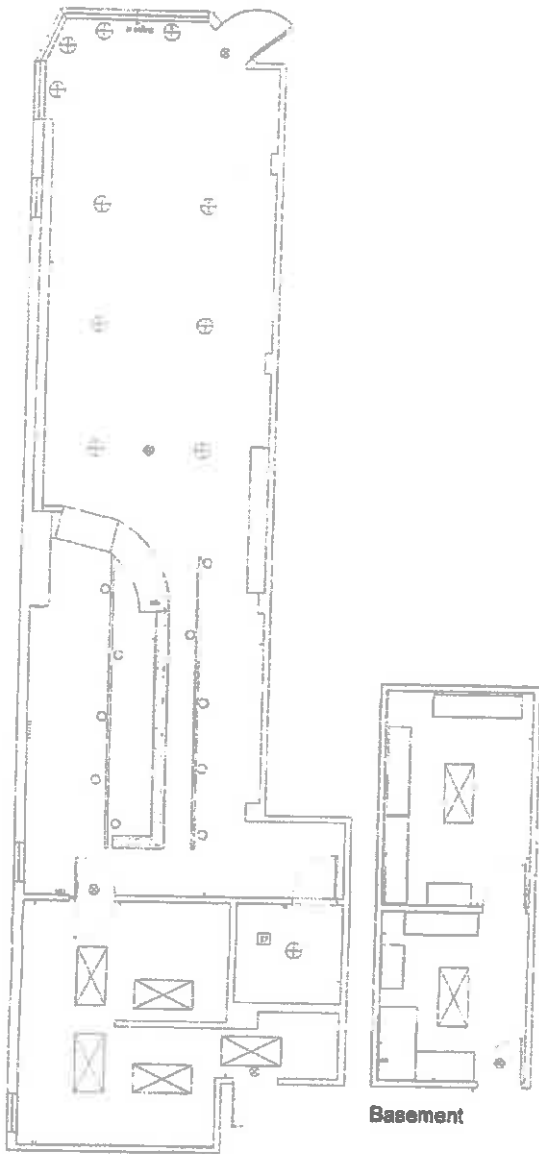
was created under the laws of this State on the 3rd day of August, 2017, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 17th day of April, 2018.

  
Secretary of State



Certification Number: CERT-04172018-0131



**KEY**

- switch
- ⊖ duplex receptacle
- ⊕ quad receptacle
- ☎ phone
- Ⓜ data
- track light
- EF exhaust fan
- ⊕ pendant fixture
- ⊗ illuminated exit sign
- SD smoke detector
- 2x4 fluorescent

1st Floor

Basement

**RCP EXISTING/NEW**

SCALE 1/8" = 1'-0"



5/4/18

**A2**

The Whacked Out Weiner  
6301 Delmar BLVD  
University City, MO 63130

nest design studio  
2648 lyle  
saint louis, mo 63143

Azar Ashrafzadeh, P. E.  
6306 Southwood Ave. #3E  
Clayton, MO 63105



6301 Damar Blvd



## Council Agenda Item Cover

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**MEETING DATE:** July 9, 2018

**AGENDA ITEM TITLE:** Liquor License for HopCat, St. Louis, LLC,  
6315 Delmar Blvd.

**AGENDA SECTION:** Consent Agenda

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

**BACKGROUND REVIEW:** HopCat, St. Louis, LLC has applied for a liquor license: All kinds of intoxicating liquor, by the drink, retail including Sunday sales. Applicant is Ms. Robbin Griffith. A background check revealed no disqualifying information.

**RECOMMENDATION:** The City Manager is recommending approval.

**ATTACHMENTS:**

1. Department Approval was granted from Police and Community Development Departments
2. Certificate of No Tax Due issued by the Missouri Department of Revenue
3. Certificate of Naturalization
4. 2017 Personal Property Tax Record for the applicant indicates payment of taxes
5. Voter Registration



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

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

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

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

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

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

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

<b>I. BUSINESS APPLYING FOR LICENSE</b>		
<b>A. BUSINESS NAME AND TYPE</b> HopCat St. Louis, LLC		<input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company
<b>B. DESCRIPTION OF PREMISES AND ADDRESS:</b> <b>DESCRIPTION:</b> all of a multi-level building, including outdoor seating area <b>ADDRESS:</b> 6315 Delmar Blvd. <b>HOURS OF OPERATION:</b> 11 am - 12 midnight Sunday thru Wednesday; 11 am-1:30 am Thursday thru Saturday		<b>C. PHONE:</b> under construction
<b>II. MANAGING OFFICER:</b>		
<b>A. NAME: (LAST)</b> Griffith	<b>(FIRST)</b> Robbin	<b>(MIDDLE INITIAL)</b> Dawn
<b>B. ADDRESS, CITY &amp; ZIP CODE:</b> 138 Scrivner Road, Eldon, MO 65026		<b>C. PHONE:</b> 573-280-5605 cell
<b>D. DATE OF BIRTH:</b> [REDACTED]	<b>F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)</b> 573-635-7166 ext. 1158	
<b>G. PREVIOUS ADDRESS: (IF NOT AT PRESENT ADDRESS FOR 5 YEARS OR MORE)</b>		
<b>H. IF FOREIGN BORN, PLEASE STATE COUNTRY, PLACE AND STATE OF NATURALIZATION:</b>		
<b>I. MISSOURI RESIDENT SINCE: (MONTH &amp; YR)</b> 1964	<b>K. TOWNSHIP:</b> Eldon Rural	<b>L. COUNTY:</b> Miller
<b>M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT:</b> Office Manager		
<b>N. NAME OF CORPORATION, PARTNERSHIP OR CLUB: (IF APPLICABLE)</b>		
<b>FOR PARTNERSHIP OR LIMITED PARTNERSHIP</b>		<b>NUMBER OF MEMBERS:</b>
<b>A2. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL PARTNERS: (USE PAGE 7 IF NECESSARY)</b>		
<b>FOR CORPORATION OR LIMITED LIABILITY COMPANY</b>		<b>NUMBER OF MEMBERS:</b>
<b>A3. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL OFFICERS, DIRECTORS AND STOCKHOLDERS OWNING 1% OR MORE INTEREST IN THE CORPORATION OR MEMBERS OF A LIMITED LIABILITY COMPANY. (USE PAGE 7 IF NECESSARY)</b> Mark Sellers, CEO; Mark Gray, COO; and Lisa Miller, CFO		
<b>OTHER PERSONS</b>		<b>NUMBER OF MEMBERS:</b>
<b>A4. LIST NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH FOR ALL OTHER PERSONS WHO HAVE AN INTEREST IN THE BUSINESS FOR WHICH LICENSE IS REQUESTED. (USE PAGE 7 IF NECESSARY)</b> BarFly Ventures, LLC 100%		
<b>B4. IN WHAT TYPE OF BUSINESS IS EACH OF THE ABOVE PERSONS ENGAGED: (USE PAGE 7 IF NECESSARY)</b> restaurant/bar		

III. OTHER INFORMATION		
A. IS APPLICANT A QUALIFIED VOTER IN THE STATE OF MISSOURI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	B. IS APPLICANT AN ASSESSED, TAX PAYING CITIZEN IN THE STATE OF MISSOURI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
C. HAS APPLICANT PREVIOUSLY HELD A LIQUOR LICENSE OF ANY TYPE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM D)	D. EXPLAIN (WHEN, WHERE?) As managing officer only other locations in MO.	
E. HAS APPLICANT, OR ANY EMPLOYEE, OR PROPOSED EMPLOYEES, EVER BEEN DENIED A LIQUOR LICENSE, OR HAD A LICENSE TO SELL LIQUOR REVOKED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM F)	F. EXPLAIN (WHEN, WHERE?)	
G. HAS APPLICANT EVER BEEN EMPLOYED IN ANY CAPACITY BY A BUSINESS WITH A BEER, WINE OR LIQUOR LICENSE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM H)	H. EXPLAIN (WHEN, WHERE?) As managing officer only.	
I. HAS THE APPLICANT, EMPLOYEE, OR PROPOSED EMPLOYEE EVER BEEN CONVICTED OF A VIOLATION OF ANY LAW REGULATING, CONTROLLING, OR PROHIBITING THE SALES OR MANUFACTURING OF INTOXICATING LIQUOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN. USE PAGE 7 IF NECESSARY)		
J. HAS ANY DISTILLER, WHOLESALER, WINE MAKER, BREWER OR ANY EMPLOYEE, OR AGENT THEREOF, HAVE OR PROPOSE TO HAVE, ANY FINANCIAL INTEREST IN THE BUSINESS TO WHICH THIS APPLICATION APPLIES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN. USE PAGE 7 IF NECESSARY)		
K. INDICATE THE TYPE OF BUSINESS, IF ANY, APPLICANT PROPOSES TO CONDUCT ON PREMISES IN ADDITION TO SALE OF INTOXICATING LIQUOR: <input checked="" type="checkbox"/> RESTAURANT <input type="checkbox"/> HOTEL DINING ROOM <input type="checkbox"/> OTHER (PLEASE EXPLAIN)		
L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ _____ OTHER (INCLUDING LIQUOR) \$ _____		
M. IS THERE A SCHOOL, CHURCH, SYNAGOGUE, PUBLIC PARK OR PLAYGROUND WITHIN ONE HUNDRED FIFTY (150) FEET OF THE PROPOSED BUSINESS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, STATE THE NAME AND APPROXIMATE DISTANCES):		
N. IS THE APPLICANT INDEBTED TO ANY PERSON FOR MONEY OR PROPERTY, TO BE USED IN THE LICENSED BUSINESS? (IF YES, STATE AMOUNT OF INDEBTEDNESS AND TO WHOM IT IS OWED.)  <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	AMOUNT OWED: \$ _____	NAME: _____
	ADDRESS, CITY, STATE, & ZIP: _____	
	PHONE: _____	OCCUPATION: _____





**Inter-office Memo**

Date: 06/30/18

**TO: Colonel Hampton, Chief of Police**  
**FROM: Sergeant Whitley DSN 372**  
**SUBJECT: 6315 Delmar (Liquor License Application)**  
**CC:**

---

**Business**

Hop Cat St. Louis LLC  
6315 Delmar  
University City, MO 63130

**Applicant**

Robbin Griffith  
[REDACTED]  
138 Scrivner Rd.  
Eldon, MO. 65026  
573-635-7166 ext. 1158

**Owner(s)**

Barfly Ventures, LLC  
Limited Liability Company  
#35 Oaks SW, Suite 400  
Grand Rapids MI. 49504  
Ph. 616-965-9780

Mark A. Sellers III, CEO  
DOB. [REDACTED]  
1040 Oakleigh Ave. NW  
Grand Rapids MI. 49504  
Ph.606-965-9780

Mark H. Gray, COO  
DOB. [REDACTED]  
918 SW Jeremko Ave  
Port St. Lucie FL 34953



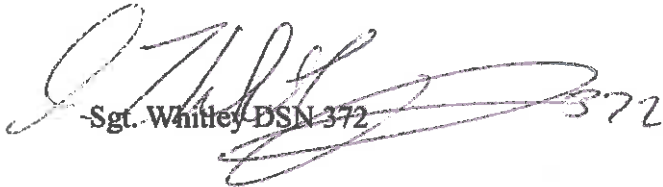
**Inter-office Memo**



Sir,

I have reviewed the findings of the investigation completed by Detective Daur Nodari concerning the liquor license application submitted by Robbin Griffith, for Hop Cat St. Louis LLC, located at 6315 Delmar Blvd, University City, MO 63130. Det. Nodari's investigation was thorough and revealed no cause for a denial for a City of University Liquor License as applied for by Robbin Griffith.

Respectfully Submitted,

  
Sgt. Whitley DSN 372

Final Approval:

  
Col. Larry Hampton, Chief of Police

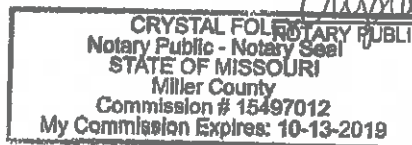
STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS )

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

Robbin Griffith  
SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 9<sup>th</sup> OF May 2018

MY COMMISSION EXPIRES:



THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief	_____	Date: _____
Comments:	_____	
Community Development	<u>[Signature]</u>	Date: <u>7/5/2018</u>
Comments:	_____	
City Manager	_____	Date: _____
Comments:	_____	

#### IV. SUNDAY LIQUOR LICENSE

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

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


A. APPLICANT NAME: (LAST)	(FIRST)	(MIDDLE INITIAL)
Griffith	Robbin	Dawn

B. BUSINESS NAME: HopCat St. Louis, LLC	PHONE NUMBER: under construction
--	-------------------------------------

Type of Liquor License held or applied for:

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

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

  
\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Managing Officer

\_\_\_\_\_  
Title of Applicant

May 9, 2018

\_\_\_\_\_  
Date

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

Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 600.060 of University City Municipal Code.

Each of the following recommendations is to be filled in and signed by a credible resident citizen of University City, vouching for the character of the applicant.

1) Date: 6/14/18 Name: Grace Keevern  
Location of University City real property taxed in your name: 846 BERICK DR. ST. LOUIS MO 63132  
How long have you known applicant? 6 years Are you related? no  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? no  
Do you vouch for applicant's moral character and reputation? yes  
Phone Number: 314 603 1807 Signature: Grace Keevern

2) Date: 6/14/18 Name: Mike Keenan  
Location of University City real property taxed in your name: 846 BERICK DRIVE ST. LOUIS, MO 63132  
How long have you known applicant? 6 years Are you related? no  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? yes  
Phone Number: 314 420 8583 Signature: Mike Keenan

3) Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

4) Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

5) Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 600.060 of University City Municipal Code.

Each of the following recommendations is to be filled in and signed by a credible resident citizen of University City, vouching for the character of the applicant.

1) Date: 6-19-18 Name: DAVIN TORRENCE  
Location of University City real property taxed in your name: 6926 CORBITT AVE  
How long have you known applicant? 8 YEARS Are you related? NO  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO  
Do you vouch for applicant's moral character and reputation? YES  
Phone Number: (314)432-9323 Signature: [Signature]

2) Date: 6-19-18 Name: Hannah Wingate  
Location of University City real property taxed in your name: 6926 CORBITT AVE.  
How long have you known applicant? 8 years Are you related? NO  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO  
Do you vouch for applicant's moral character and reputation? YES  
Phone Number: 314-440-2637 Signature: Hannah E. Wingate

3) Date: 6/19/18 Name: BRIAN ADAMS  
Location of University City real property taxed in your name: 7409 WELLINGTON AVE.  
How long have you known applicant? 8 yrs Are you related? NO  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO  
Do you vouch for applicant's moral character and reputation? YES  
Phone Number: (314)856-5816 Signature: [Signature]

4) Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

5) Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_



HOPCAT  
 6317 Delmar Blvd  
 University City, Missouri 63130

6801 Delmar Blvd  
 University City, MO 63130  
 Tel: (314) 505-8544  
 Fax: (314) 863-0921

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

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

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

NAME	ADDRESS
Tami Daniels	Froyo 6329 Delmar Loop Ucity, MO 63130
<del>Patrick Hartman</del>	OSO 6321 Delmar Loop Ucity, MO 63130
<del>Joel Williams</del>	<del>6308</del> Delmar Blvd. 6303, Sunshine Daydream
Medell Williams	4301 1/2 Delmar Blvd, 6303, Insomnia Cookies
Rev Howard Hill	6271 Delmar 63130 PLOW SIKRING
CHRISTOPHER BROWN	<del>6267</del> Delmar 63130 clarity salon
NAKITA SPARTH	6267 Delmar 63130 clarity salon
<del>TIM KUPPINGER</del>	6300 DELMAR 63130 BUCK
Disturbed by Meit	6346 Delmar 63130 Flamenco
This Party	6352 Delmar Blvd. This
Jeff Wenting	6364 Delmar Blvd Silver Lady
Jake Murray	6366 Delmar 63130 Hats N Stuff
Ashley Lofton	6372 Delmar 63130 (Rocket Fizz)
Ryan Patterson	6388 Delmar 63130 The Wizard's Whizon
Ben Deloya	6394 Delmar 63130 Blue Box Pizzeria
Ryan Bell	6335 Delmar 63130 Blue Ocean

(Attach additional sheet if necessary)







J - 5 - 13



**Voting Location**  
PUBLIC WORKS FACILITY  
1600 HWY Y  
ELDON MO 65026  
**Election Districts**  
1ST DISTRICT COMMISSIONER  
MILLER COUNTY ROAD  
MOREAU FIRE DISTRICT (2)  
ELDON R-1 SCHOOL  
MILLER COUNTY AMBULANCE  
SALINE TOWNSHIP (1)  
State House District 59

THIS IS a Voter Identification Card



Voter ID #: 14801217

Miller County  
Ward/Precinct : 3.02 - ELDON NORTH

County Registration Date : 12/16/1993  
GRIFFITH, ROBBIN MENLEY  
138 SCRIVNER RD  
ELDON MO 65026



# MILLER TAX RECEIPT 2017 Personal Property

**WILLIAM HARVEY, COLLECTOR**  
**P.O. BOX 217**  
**TUSCUMBIA, MO 65082**  
**PHONE: 573-369-1925**

ACCOUNT#: 3379

**GRIFFITH BILL & ROBBIN**  
**138 SCRIVNER RD**  
**ELDON, MO 65026-0000**

**TOTAL VALUATION 51,960**

District	Levy per \$100	Tax
COUNTY TAX	0.00400	\$2.08
STATE	0.03000	\$15.59
CO.AMBULANCE	0.00000	\$0.00
NURSING HOME	0.11710	\$60.85
DEBT.SERV.	0.05900	\$30.66
HEALTH	0.12290	\$63.86
Developmentally Disabled	0.08540	\$44.37
SEN.CITIZEN (General)	0.04930	\$25.62
ELDON R1 (SCHOOL)	3.56000	\$1,849.78
COMMON (RD)	0.25830	\$134.21
MILLER LIBR (LIBR)	0.12900	\$67.03
MOREAU FD (FIRE)	0.55000	\$285.78

**Base Tax \$2,579.83**  
**Fees & Interest \$0.00**  
**Total \$2,579.83**

**12/15/2017 TRANSACTION # 144770**  
**TOTAL PAID: \$2,579.83**

Validated By  
 William Harvey, Miller Collector

PROPERTY DESCRIPTION			
YEAR	DESCRIPTION	VALUE	VIN
2013	LEXUS ES SEDAN 4D E300H 14 HYBRID	6,590	JTHBW1GG9D2015606
1980	BOAT *	150	
1965	MONARK OUTBD 16' AL	150	29565
2006	NEW HOLLAND TRACT	3,380	
1997	NH ROUND BALER	990	
1991	JD TRACTOR # 2555	1,270	
1976	FORD TRACTOR # 7700	540	
1980	UNSPEC BOAT MOTOR 28HP	50	
2014	HONDA ATV 420CC TRX420FM1E FOURTRAX	390	1HFTE4001E4006644
2005	HONDA ATV 300 CC	150	
2006	DODGE TRUCK RAM 2500 PICKUP-V8 QUAD C	6,970	3D7KS28C56G268596
2001	DODGE TRUCK RAM 3500 PICKUP-V8 QUAD C	2,690	
2001	DODGE TRUCK RAM 2500 PICKUP-V8 REGULA	1,010	3B7KF26Z71M267403
2011	HMDE TRL25' TRAILER 25'	300	MOHMTRAILERD19363
1998	STOCK TRL 20'	300	1B9P20206W1014680
1900	BOAT TRAILERS SINGLE 16 FT	150	
1991	INTERNATIONAL 4X2 2 AX 23660 GVV	1,200	
0	CALVES	2,610	
0	COWS/BULLS	19,110	
0	YEARLINGS	3,960	

## PERSONAL PROPERTY

This card is for your convenience in licensing your vehicles. Please cut or tear it out, place it in your wallet, and take it with you to the License Bureau.

Printed: 12/15/2017

2017 Miller County Personal Tax Receipt  
 I, William Harvey, Collector of Miller, MO  
 do hereby certify that  
**GRIFFITH BILL & ROBBIN**  
**138 SCRIVNER RD**  
**ELDON, MO 65026-0000**  
 Has Paid Personal Taxes For The Year 2017 On The  
 Following Vehicles Described Below:

2013	LEXUS ES SEDAN 4D E300H 14 HYBRID	JTHBW1GG9D2015606
1980	BOAT *	
1965	MONARK OUTBD 16' AL	29565
2006	NEW HOLLAND TRACT	
1997	NH ROUND BALER	
1991	JD TRACTOR # 2555	
1976	FORD TRACTOR # 7700	



# MILLER TAX RECEIPT 2017 Real Property

**WILLIAM HARVEY, COLLECTOR**  
**P.O. Box 217**  
**Tuscumbia, MO 65082**  
**Ph 573-369-1925**

**Parcel: 03-7.0-36-000-000-003.000**  
**GRIFFITH WILLIAM P & ROBBIN**  
**138 SCRIVNER RD**  
**ELDON, MO 65026-0000**

District	Levy per \$100	Tax
COUNTY TAX	0.00400	\$2.12
STATE	0.03000	\$15.91
CO.AMBULANCE	0.00000	\$0.00
NURSING HOME	0.11710	\$62.11
DEBT.SERV.	0.05900	\$31.29
HEALTH	0.12290	\$65.19
Developmentally Disabled	0.08540	\$45.30
SEN.CITIZEN (General)	0.04930	\$26.15
ELDON R1 (SCHOOL)	3.56000	\$1,888.22
COMMON (RD)	0.25830	\$137.00
MILLER LIBR (LIBR)	0.12900	\$68.42
MOREAU FD (FIRE)	0.55000	\$291.72

**Base Tax** **\$2,633.43**  
**Fees & Interest** **\$0.00**  
**Total** **\$2,633.43**

PROPERTY DESCRIPTION
Sec 36 Twp 42 Rng 15 PT N2 NW4 & PT W2 NW4 & SW4 SW4 & SE4 NW4 & E2 SW4 & SW4 NE4 & W2 SE4
SITUS 138 SCRIVNER RD

			MKT VALUE	ASSESSMENT
RES Acres:	0.00	RES	139,940	26,590
AGR Acres:	0.00	AGR	220,410	26,450
COM Acres:	0.00	COM	0	0
Total Acres:	355.70	TOTAL	360,350	53,040

**12/15/2017** TRANSACTION # 144770

TOTAL PAID: \$2,633.43

Validated By  
 William Harvey, Miller Collector

## REAL PROPERTY

This receipt cannot be used in licensing your vehicles

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



*Missouri*  
DEPARTMENT OF REVENUE

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

HOPCAT ST LOUIS LLC  
35 OAKES ST SW STE 400  
GRAND RAPIDS, MI 49503-3137

DATE: 05/16/2018  
VALID THROUGH: 08/16/2018

### CERTIFICATE OF NO TAX DUE

MISSOURI ID: 23417366  
Notice Number 2001698522

To Supervisor of Liquor Control: The Department of Revenue, State of Missouri, certifies the above listed taxpayer has filed all required returns and paid all sales, use, or withholding tax due, including penalties and interest, and does not owe any sales, use, and withholding tax, as of May 15, 2018. This review does not include returns that are not required to be filed as of this date or that have been filed but not yet processed by the Department.

This certificate is only for the purpose of obtaining a liquor license and is not pursuant to Section 144.150, RSMo.

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

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

TAXATION DIVISION



## Council Agenda Item Cover

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**MEETING DATE:** July 9, 2018

**AGENDA ITEM TITLE:** Liquor License for Del Gal, LLC DBA Blue Box Pizza, 6394 Delmar Blvd.

**AGENDA SECTION:** Consent Agenda

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

**BACKGROUND REVIEW:** Blue Box Pizza has applied for a liquor license: All kinds of intoxicating liquor, by the drink, retail including Sunday sales. Applicant is Ms. Herlinda Galve Salgado. A background check revealed no disqualifying information.

**RECOMMENDATION:** The City Manager is recommending approval.

**ATTACHMENTS:**

1. Department Approval was granted from Police and Community Development Departments
2. Certificate of No Tax Due issued by the Missouri Department of Revenue
3. Certificate of Naturalization
4. 2017 Personal Property Tax Record for the applicant indicates payment of taxes
5. Voter Registration



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

City of University City  
Finance Department  
**MAY 2 2018**  
**RECEIVED**

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

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

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

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

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

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



I. BUSINESS APPLYING FOR LICENSE

A. BUSINESS NAME AND TYPE

Del Gal, LLC Food & Bar

- Sole Owner
- Partnership
- Corporation
- Limited Liability Company

B. DESCRIPTION OF PREMISES AND ADDRESS:

DESCRIPTION: Restaurate/Bar

ADDRESS: 6394 Delmar Blvd University City 63130

HOURS OF OPERATION: Sunday - Wednesday 11am - 10pm  
Thursday - Saturday 11am - 1am

C. PHONE:

573 424 4493

II. MANAGING OFFICER:

A. NAME: (LAST)

Galve Salgado

(FIRST)

Herlinda

(MIDDLE INITIAL)

A

B. ADDRESS, CITY & ZIP CODE:

1213 E. Linden Ave St. Louis MO 63117

C. PHONE:

573-424 4493

D. DATE OF BIRTH:

[REDACTED]

F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)

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

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

Mexico City

I. MISSOURI RESIDENT SINCE: (MONTH & YR)

June 2007

K. TOWNSHIP:

L. COUNTY:

Richmond Heights

M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT:

School Administrator

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

FOR PARTNERSHIP OR LIMITED PARTNERSHIP

NUMBER OF MEMBERS:

A2. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL PARTNERS: (USE PAGE 7 IF NECESSARY)

FOR CORPORATION OR LIMITED LIABILITY COMPANY

NUMBER OF MEMBERS: 4

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

Herlinda A. Galve Salgado 1213 E. Linden Ave. St. Louis MO 63117 [REDACTED]

Erik Debye Galve [REDACTED]

Ansel Deloun Leon [REDACTED]

OTHER PERSONS

NUMBER OF MEMBERS:

A4. LIST NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH FOR ALL OTHER PERSONS WHO HAVE AN INTEREST IN THE BUSINESS FOR WHICH LICENSE IS REQUESTED. (USE PAGE 7 IF NECESSARY)

B4. IN WHAT TYPE OF BUSINESS IS EACH OF THE ABOVE PERSONS ENGAGED: (USE PAGE 7 IF NECESSARY)

**III. OTHER INFORMATION**

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

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

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

D. EXPLAIN (WHEN, WHERE?)

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

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

F. EXPLAIN (WHEN, WHERE?)

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

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

H. EXPLAIN (WHEN, WHERE?)

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

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

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

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

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

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

- RESTAURANT
- HOTEL DINING ROOM
- OTHER (PLEASE EXPLAIN)

Pizzas, sandwiches, burritos wraps salads

L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ 200,000.- \* OTHER (INCLUDING LIQUOR) \$ 100,000.-

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

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

YES  NO

AMOUNT OWED:

\$

NAME:

ADDRESS, CITY, STATE, & ZIP:

PHONE:

OCCUPATION:



**Inter-office Memo**



Date: 007/04//18

**TO: Colonel Hampton, Chief of Police**  
**FROM: Sergeant Whitley DSN 372**  
**SUBJECT: 6394 Delmar (Liquor License Application)**  
**CC:**

**Business**

Blue Box Pizza Del Gal LLC  
6394 Delmar  
University City, MO 63130

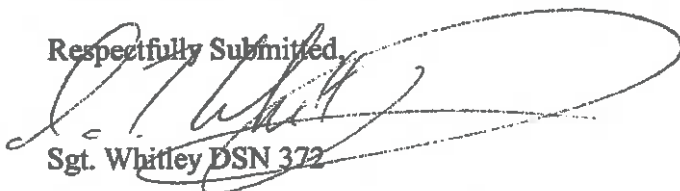
**Applicant**

Herlinda Galve-Salgado  
D.O.B. ██████████  
1213 E. Linden, St. Louis MO 63117  
St. Louis, MO 63136  
573-424-4493

Sir,

I have reviewed the findings of the investigation completed by Detective Jeffrey Barnhouse concerning the liquor license application submitted by Herlinda Galve- Salgado, for Blue Box Pizza Del Gal LLC, located at 6394 Delmar Blvd, University City, MO 63130. Det. Barnhouse's investigation was thorough and revealed no cause for a denial for a City of University Liquor License as applied for by Herlina Galve- Salgado.

Respectfully Submitted,



Sgt. Whitley DSN 372

Final Approval:



Col. Larry Hampton, Chief of Police

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

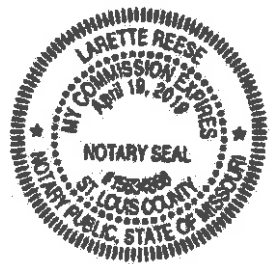
Comes now Herliada A. Galva Sabin of lawful age, being first duly sworn upon oath, deposes and says that he or she: (1) is the sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license, (2) is authorized to make this application, (3) has read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

[Signature]  
SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 24 OF May 2018

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES 4/19/2019



THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief	_____	Date: _____
Comments:	_____	
Community Development	<u>[Signature]</u>	Date: <u>6/27/2018</u>
Comments:	_____	
City Manager	_____	Date: _____
Comments:	_____	

**IV. SUNDAY LIQUOR LICENSE**

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

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

A. APPLICANT NAME: (LAST) Galve Salgado (FIRST) Herlinda (MIDDLE INITIAL) A

B. BUSINESS NAME: \_\_\_\_\_ PHONE NUMBER: 573 424 4493

Type of Liquor License held or applied for:

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

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

  
Signature of Applicant

President  
Title of Applicant

3/6/18  
Date

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

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

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

1) Date: 3-10-18 Name: Melissa Adlen  
Location of University City real property taxed in your name: 6628 Pershing Ave.  
How long have you known applicant? 1yr Are you related? No  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No  
Do you vouch for applicant's moral character and reputation? Yes  
Phone Number: 856-287-7682 Signature: Melissa Adlen

2) Date: 3/10/18 Name: SMA BODINE  
Location of University City real property taxed in your name: 6628 PERSHING AVE  
How long have you known applicant? 1yr Are you related? NO  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO  
Do you vouch for applicant's moral character and reputation? YES  
Phone Number: 314-618-8019 Signature: [Signature]

3) Date: 04/04/2018 Name: Galim Rizov  
Location of University City real property taxed in your name: 707 Lepore Ave  
How long have you known applicant? 6 yr Are you related? No  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No  
Do you vouch for applicant's moral character and reputation? Yes  
Phone Number: 314-601-5944 Signature: [Signature]

4) Date: 04/03/18 Name: Oscar R. Zamora  
Location of University City real property taxed in your name: 744 Syracuse Avenue APT 25  
How long have you known applicant? 4 years Are you related? No  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No  
Do you vouch for applicant's moral character and reputation? Yes  
Phone Number: 636-519-8890 Signature: Oscar R Zamora

5) Date: 5/5/18 Name: Mike Manlin  
Location of University City real property taxed in your name: 511 WEST DRIVE  
How long have you known applicant? 8 yrs Are you related? No  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO  
Do you vouch for applicant's moral character and reputation? Yes  
Phone Number: 314-265-0877 Signature: [Signature]



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

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

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

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

NAME	ADDRESS
Galim Rizov	707 Lepere Ave St. Louis MO 63132
Jamya Koning	6382 Delmar
Elijah Schmidt	3216 Rosalton, Brookridge Hills, MO 63114
Ashley Lofton	6372 Delmar Blvd, 63130
John Thomas	1372 Delmar Blvd, 63130
Andrew Prosk.	3928 Cleveland St. Louis 63100
Jeff Weintrop	6368 Delmar Blvd
BARL SAPE	6364 Delmar Blvd
Wendy Harris	516 WESTGATE
Tony Eaker	6511 Delmar Blvd
Fr. Lin	6513 Delmar Blvd.
Jevay Chen	6602 Delmar Blvd. 1
Carmie Avola	567A Melville Ave 63130
Mike Manlin	6331 delmar 63130
BILL SAJJAD	511 WEST DRIVE 63130
Mark Glasco	6372 Delmar Blvd
Parvash Ahmad	6409 20th St St Louis 63104
DEVIN HUBBS	6501 Delmar St Louis 63130
SAMUEL FICH	6575 DELMAR BLVD ST LOUIS 63130
Kylee Beedin	6605 DELMAR BLVD STL MO 63130
ETHAN	6621 Delmar Blvd STL MO 63130
	6333 Delmar Blvd St Louis (3130)

(Attach additional sheet if necessary)

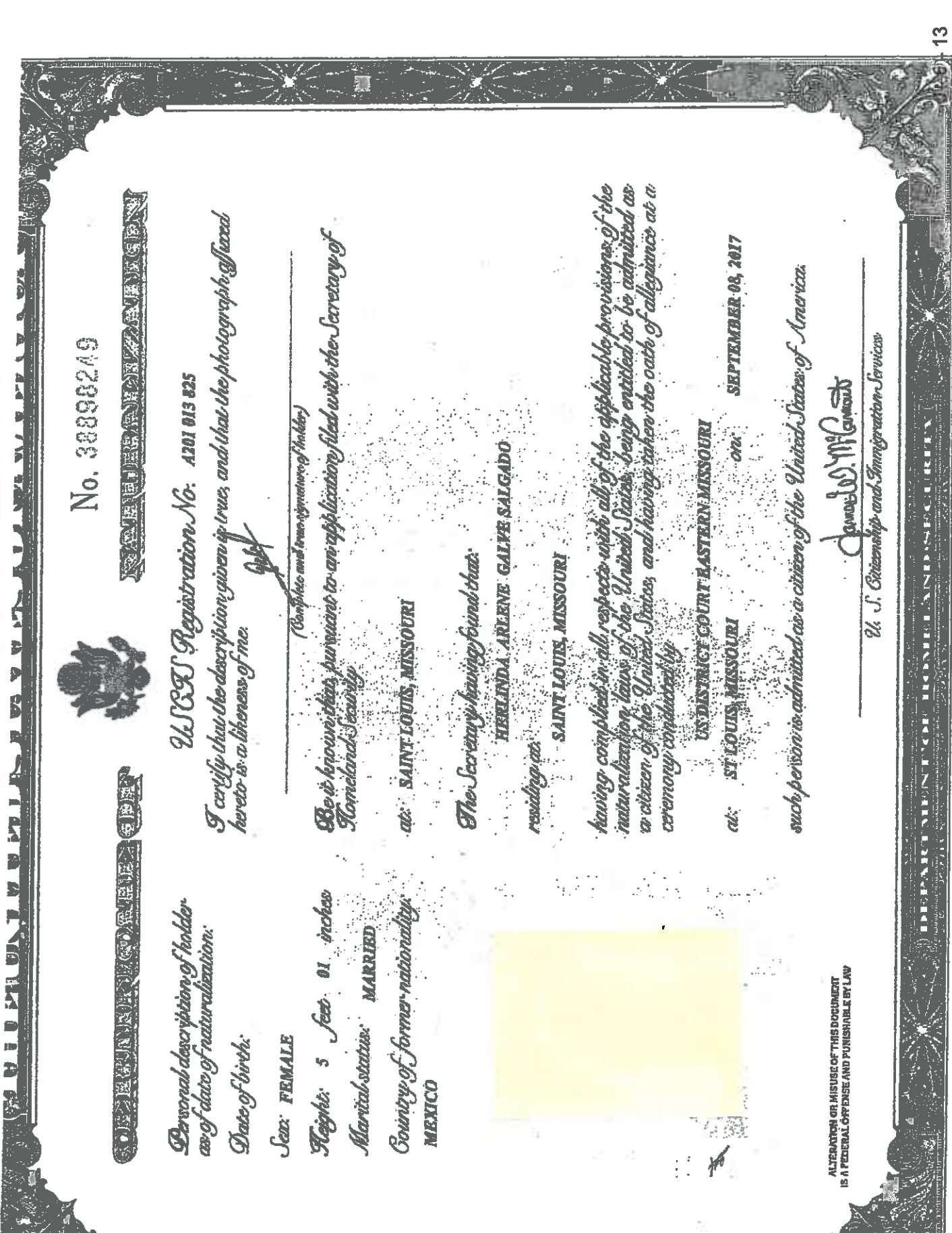






J-6-11





No. 3888249

DEPARTMENT OF HOMELAND SECURITY

U.S. CITIZENSHIP AND IMMIGRATION

Personal description of holder  
as of date of naturalization:

Date of birth:

Sex: FEMALE

Height: 5 feet 01 inches

Marital status: MARRIED

Country of former nationality:  
MEXICO

USCIS Registration No: A201 013 825

I certify that the description given is true, and that the photograph affixed  
hereto is a likeness of me.

*[Signature]*

*(Complete and true signature of holder)*

Be it known that, pursuant to an application filed with the Secretary of  
Homeland Security

at: SAINT LOUIS, MISSOURI

The Secretary, having found that:

HERLINDA ARLENE GALVE SALGADO

residing at:

SAINT LOUIS, MISSOURI

having complied in all respects with all of the applicable provisions of the  
naturalization laws of the United States, being entitled to be admitted as  
a citizen of the United States, and having taken the oath of allegiance at a  
ceremony conducted by

US DISTRICT COURT EASTERN MISSOURI

at: ST LOUIS, MISSOURI

on: SEPTEMBER 08, 2017

such person is admitted as a citizen of the United States of America.

*[Signature]*

U. S. Citizenship and Immigration Services

ALTERATION OR MISUSE OF THIS DOCUMENT  
IS A FEDERAL OFFENSE AND PUNISHABLE BY LAW

DEPARTMENT OF HOMELAND SECURITY

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

RETURN SERVICE REQUESTED

CUT ALONG DOTTED LINE

CLA 018 - Clayton

751721212



Saint Louis  
**COUNTY**  
ELECTION BOARD

2017

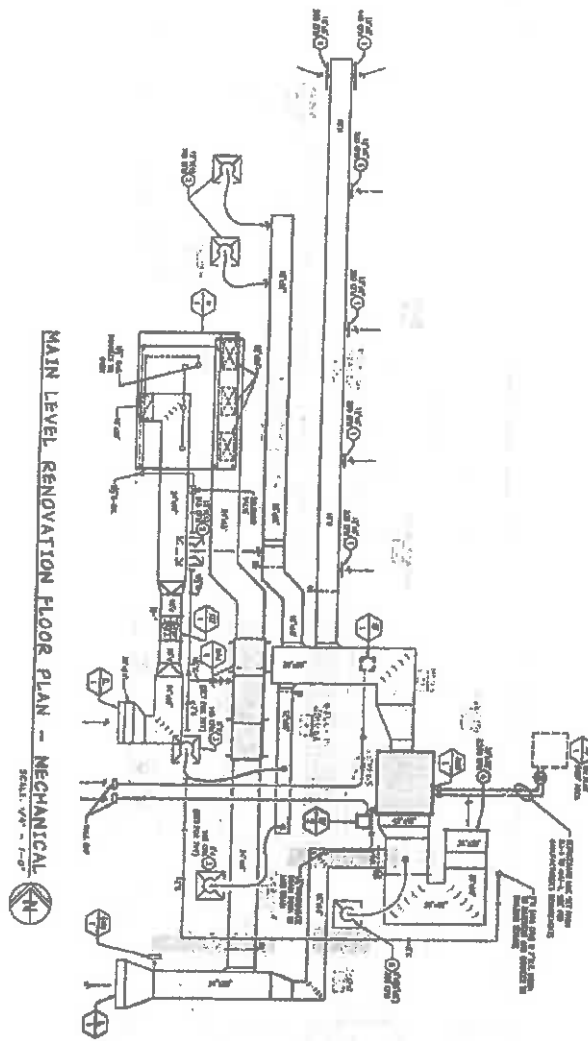
GALVE SALGADO, HERLINDA A  
1213 E LINDEN AVE  
ST LOUIS, MO 63117

**Voter Identification Card**









MAIN LEVEL RENOVATION FLOOR PLAN - MECHANICAL  
SCALE: 1/8" = 1'-0"

**AIR BALANCE SCHEDULE**

ROOM SUPPLY AIR	= 4,800 CFM
MECH. ROOM SUPPLY AIR	= 2,000 CFM
MECH. ROOM EXHAUST AIR	= 2,000 CFM
TOILET ROOM EXHAUST AIR	= 1,200 CFM
EXHAUST AIR	= 2,400 CFM
NET CFM POSITIVE	= 2,600 CFM

Title of Architecture, Inc.  
 12715 Woodloch Industrial Blvd. #200  
 Houston, Texas 77033  
 Phone: (713) 466-1100  
 Fax: (713) 466-1101  
 E-mail: info@title.com

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**NOVA**  
 NOVA GROUP INC.  
 ARCHITECTS AND ENGINEERS  
 6115 WOODBRIDGE ROAD SUITE 100  
 HOUSTON, TEXAS 77055

Project no. 10000  
 Drawn by: KCS  
 Date: 6/25/05  
 Revision:  
 1  
 2/25/05

MECHANICAL FLOOR PLAN

M-1  
 Sheet 1 of 2





# State of Missouri Missouri Retail Sales License

Licensee:

License Issued: 05/04/2018

BLUE BOX PIZZA  
6394 DELMAR BLVD  
UNIVERSITY CITY, MO 63130-4719

DEL GAL LLO

MISSOURI ID: 25080679

The issuance of this license is contingent upon the licensee's compliance in all respects with the requirements in Chapter 144 RSMo, and the rules promulgated thereunder.

This license is valid until cancelled and surrendered by the licensee or revoked by the Director of Revenue.

This license must be prominently displayed in the place of business.

This business is registered INSIDE the city limits of UNIVERSITY CITY in ST LOUIS COUNTY and you are liable to collect and remit all applicable state and local sales taxes.

This license is not assignable or transferable.

Notice Number: 2001640014

TAXATION DIVISION  
PO BOX 3300  
JEFFERSON CITY, MO 65105-3300



*Missouri*  
DEPARTMENT OF REVENUE

Telephone: 573-751-5860  
Fax: 573-522-1722  
E-mail: [businesstaxregister@dor.mo.gov](mailto:businesstaxregister@dor.mo.gov)

BLUE BOX PIZZA  
1213 E LINDEN AVE  
SAINT LOUIS MO 63117-1314

05/04/2018

RE: MISSOURI TAX REGISTRATION  
RETAIL SALES TAX ACCOUNT  
MISSOURI ID: 25080679  
Notice Number 2001640012

Dear Sir or Madam:

The Missouri Department of Revenue records currently reflect the following change(s) to your existing business location. Enclosed is your updated Missouri retail sales tax license.

Location	6394 DELMAR BLVD UNIVERSITY CITY, MO 63130-4719
----------	--

If you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

TAXATION DIVISION

Enclosure

TAXATION DIVISION  
PO BOX 3000  
JEFFERSON CITY, MO 65105-3000



*Missouri*  
DEPARTMENT OF REVENUE

Telephone: 573-751-5860  
Fax: 573-522-1722  
E-mail: [businessregister@dor.mo.gov](mailto:businessregister@dor.mo.gov)

DEL GAL LLC  
1213 E LINDEN AVE  
SAINT LOUIS, MO 63117-1314

March 09, 2018

**CERTIFICATE OF NO TAX DUE**

RE: Notice Number 2001186478  
MISSOURI ID: 25080679

To whom it may concern: The Department of Revenue, State of Missouri, certifies that the above listed taxpayer/account has filed all required returns and paid all SALES TAX due, including penalties and interest, or does not owe any SALES TAX, according to the records of the Missouri Department of Revenue, as of March 09, 2018. These records do not include returns that are not required to be filed as of this date for taxes previously collected or that have been filed but not yet processed by the Department.

This statement only applies to SALES TAX due and does not limit the authority of the Director of Revenue to assess, or collect liabilities under appeal, in default of an installment agreement entered into with the Director of Revenue or that become known to the Department as a result of an audit, a review of taxpayer's records, or a determination of successor liability.

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

TAXATION DIVISION

TEAR HERE AND RETURN LOWER PORTION WITH PAYMENT

2017

100335665		SCHOOL/SUB 106B	CITY CODE 049	SITE CODE 1212	REG	ST LOUIS COUNTY, MISSOURI PERSONAL PROPERTY TAX BILL	10/20/2017	PIN	6674		
VALUATION	TYPE	X	RATE	PER \$100 =	CURRENT TAX	+	INTEREST	+	PENALTIES	+	TOTAL FEES =
14,230	PERSONAL		7.2342		1,029.43		0.00		0.00		26.00

~~\$1,055.43~~ - 1097 <sup>02</sup>

Make check payable to: COLLECTOR OF REVENUE

PRINT  
MAILING  
ADDRESS  
CHANGE

SALGADO HERLINDA A  
GALVE-SALGADO HERLINDA A  
1213 E LINDEN AVE  
SAINT LOUIS, MO 63117-1314

ST LOUIS COUNTY

126193-0059 L.P.

CASH:

Payment Amount:

DESCRIPTION OF PROPERTY				VEH FEE	VALUATION
001917	A	05	JEEP	6.50	1,380
002005	A	13	NISS	6.50	4,680
011007	A	05	NISS	6.50	1,390
719610	A	18	CHEV	6.50	6,730
092522	R	88	COLE		50
				1,097.02	

AY174000011

PA51900335665CCCC

R00000105543

NX1061240 9



## Council Agenda Item Cover

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**MEETING DATE:** July 9, 2018

**AGENDA ITEM TITLE:** Project 1363 Asphalt Improvements at Various Locations–  
CHANGE ORDER #1

**AGENDA SECTION:** City Manager's Report

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

---

**BACKGROUND:** As part of the current Asphalt Improvements project, the City will issue a change order to N.B West Contracting whom was the awarded contractor, for the application of Ultra-Thin Bonded Wearing Surface (NovaCHip). This application will take place on streets that are in the medium range of deterioration, still have a strong base course, and rated at a 5 or 7 on our pacer rating system. This is an effort to use resources allocated for street resurfacing on certain roads that this application can be applied on to improve the city's overall readability .

The City decided to include the extra streets due to the low bid price of this application in the contract, City staff recommends a change order to NB West Contracting for \$201,510.00 for additional pavement resurfacing on nineteen city blocks. (List attached)

**RECOMMENDATION:** The City Manager recommends approval of a change order for the Ultrathin Bonded Asphalt Wearing Surface to NB West Contracting in the amount of \$201,510.00. The original contract amount was \$457,019.50, was approved by City Council on May 14, 2018; with the change order the new contract amount will be \$658,529.50

**ATTACHMENT:** List of additional locations

**Additional streets to be added with the change order:**

<b>Street Name</b>	<b>Start</b>	<b>End</b>
Warder	Blackberry	Balson
Coolidge	Crixdall	Elmore
Waterman	Big Bend	Williams
Milan	Annadale	Birchmont
Wilshire	Elene	Ahern
82nd	Milan	Braddock
Teasdale	Bemiston	Central
Dover	Dunleer Way	Camden Ct
Balson	Amherst	Saxony
Ahern	Wilshire	N&S
Shaftesbury	N&S	Mona Dr
Lafon	East	West
Richard	Grant	Sheridan
Orchard	Grant	Sheridan
Mona Dr.	Shaftesbury	Dead End
Gannon	Cornell	Old Bobhomme
Camdon	Quendo	Waldron
Dartmouth	Jackson	Midland
Tulane	Midland	Purdue

**CHANGE ORDER NO 1**

SHEET NO  1  OF  1

CHANGE ORDER NO. \_\_\_\_\_ 1  
 COUNTY  St. Louis   
 PROJECT  #1363

TO:  NB West Contracting Company  CONTRACTOR  
 YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT

**1. DESCRIPTION AND REASON FOR CHANGE (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)**

Additional quantities added to the contract to complete more streets with a thinner application for streets selected

**2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER**

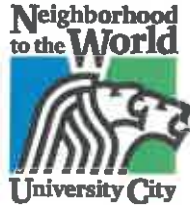
(A) EST. LINE NO	(B) CONTRACT ITEM NO	(C) ITEM DESCRIPTION	Unit	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENCY	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENCY	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENCY
	1	Description Pavement Surface Removal, 2"	SY	35,566.00	35,566.00		\$2.25	\$0.00	\$0.00
	2	Pavement Base Repair	SY	4,000.00	4,000.00		\$8.00	\$0.00	\$0.00
	3	Tack Coat	GAL	3,560.00	3,560.00		\$2.30	\$0.00	\$0.00
	4	SP95 (PG 70-22) E	TON	3,983.00	3,983.00		\$70.00	\$0.00	\$0.00
	5	UBAWS, Type A. 1/2"	SY	11,214.00	11,214.00	39,902.00	\$5.00	\$199,510.00	\$0.00
	6	Mobilization (unplanned)	EA	1.00	2.00	1.00	\$2,000.00	\$2,000.00	
<b>TOTALS:</b>								<b>\$201,510.00</b>	<b>\$0.00</b>

**3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:**

1. ORIGINAL CONTRACT AMOUNT	<b>\$457,019.50</b>	THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO  <b>NB West Contracting Company</b>  CONTRACTOR
2. OVERRUN THIS ORDER (H-I)	<b>\$201,510.00</b>	
3. OVERRUN PREVIOUS (LINE 4 ON PREV. ORDERS)	<b>\$0.00</b>	
4. TOTAL OVERRUN TO DATE (2+3)	<b>\$201,510.00</b>	
5. TOTAL CONTRACT AMOUNT (1+4)	<b>\$658,529.50</b>	
		SIGNATURE _____ DATE _____
APPROVED: <u> Sinan Alpaslan </u> Director of Public Works and Parks		DATE _____







## Council Agenda Item Cover

**MEETING DATE:** July 9, 2018

**AGENDA ITEM TITLE:** An Ordinance Authorizing the City Manager to Execute a Rights-of-Way Use Agreement with Missouri American Water Company

**AGENDA SECTION:** New Business

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

---

### BACKGROUND REVIEW:

The City has a history of requiring potential users of the City's Rights-of-Way ("ROW") to enter into agreements with the City before utilizing the ROW. Per recent amendments to Article III of Municipal Code Chapter 505, the City codified the requirement for users to enter into a ROW Use Agreement ("Agreement") before being authorized to use the ROW for communication facilities.

Missouri American Water Company ("MOAW") applied for an Agreement to use the ROW to install wireless antenna facilities as part of their meter reading project. This project will allow customers' water meters to be read remotely, which according to MOAW will reduce costs, increase efficiencies, and provide better and quicker information concerning water line breaks.

The Agreement (Bill Exhibit A) before you is substantially the same as the City Council approved on April 9, 2018 for MCIMetro and their affiliates minus the settlement provisions plus terms for wireless facilities. It is important to note that while the Agreement contemplates that MOAW will install wireless facilities in the ROW, the Agreement does not approve the wireless facilities as such use is explicitly subject to applicable zoning and permits. City staff has met with MOAW on a few occasions to discuss their project including possible locations, the requirements for those locations, and size of the facilities. The proposed locations are included as Exhibit B to the Agreement. While the same will still have to be confirmed through an application for approval, it appears the size of MOAW's antennas and associated equipment will meet the City's fast track small wireless facility procedure (Municipal Code Section 400.1405.A.3) that was adopted by the City Council on November 27, 2017.

This Agreement sets the relationship between MOAW and the City for use of the ROW including providing relocation provisions, no cause of action for damages against the City, indemnification of the City, and other terms and requirements consistent with Article III of Municipal Code Chapter 505.

### RECOMMENDATION:

The City Manager recommends that the City Council authorize the City Manager to execute the attached Rights-of-Way Use Agreement with Missouri American Water Company (Bill Exhibit A).

### ATTACHMENTS:

- Bill authorizing the City Manager to execute the Rights-of-Way Use Agreement with Missouri American Water Company.
- Partially executed Rights-of-Way Use Agreement with Missouri American Water Company (Bill Exhibit A).

**INTRODUCED BY:**

**DATE: July 9, 2018**

**BILL NO. 9360**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A RIGHTS-OF-WAY USE AGREEMENT WITH MISSOURI AMERICAN WATER COMPANY.**

**WHEREAS**, Missouri American Water Company has requested consent from the City to authorize its use of the City's Rights-of-Way to construct, install, maintain, and operate facilities for communications related capabilities, specifically a data collection system for meter readings; and

**WHEREAS**, Missouri law provides conditions relating to the City's consent to, and authorizes the City to regulate the use and occupancy of its Rights-of-Way for placement of various communications facilities; and

**WHEREAS**, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission's duties and jurisdiction; and

**WHEREAS**, the City and Licensee have negotiated a Rights-of-Way Use Agreement for Communications Facilities ("ROW Use Agreement"), to establish the terms of Missouri American Water Company's use of the Rights-of-Way and to incorporate the provisions and definitions of the City's Code of Ordinances, particularly the City's Rights-of-Way Code, Chapter 505, Article III; and

**WHEREAS**, the City Council now desires to enter into the ROW Use Agreement with Missouri American Water Company, in substantially the form of Exhibit A, attached hereto and incorporated herein by reference.

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

**Section 1.** The City Manager is hereby authorized to execute the ROW Use Agreement between the City and Missouri American Water Company in substantially the form of Exhibit A, attached hereto and incorporated herein by reference relating to conditions upon Missouri American Water Company's use of the City's Rights-of-Way. The City Manager and designees are further authorized to take such additional action as may be necessary or contemplated pursuant to this Agreement or to carry out the intent of this Ordinance.

**Section 2.** This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED THIS \_\_\_ DAY OF \_\_\_ 2018.

By: \_\_\_\_\_  
MAYOR

ATTEST:

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

CERTIFIED TO BE CORRECT AS TO FORM:

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

**Exhibit A**

**MISSOURI AMERICAN WATER COMPANY ROW USE AGREEMENT**

**RIGHTS-OF-WAY USE AGREEMENT  
FOR COMMUNICATIONS FACILITIES**

**THIS RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES** ("Agreement") is made and entered into as of the Effective Date (as defined in Section 11.1), by and between, Missouri American Water Company., a Missouri corporation registered to do business in the State of Missouri (the "Licensee"), and the City of University City, Missouri, a municipality of the State of Missouri (the "City"). Licensee and City may sometimes be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

**WHEREAS**, Licensee has requested consent from the City to authorize its use of the City's Rights-of-Way to construct, install, maintain, and operate antennae, support mast and mounts, amplifiers, conduits, coaxial cable, receivers, battery units, equipment cabinets, through bolts, washers, nuts, power supply cabinets, power meters, grounding or bond wires, and all other equipment that is used by Licensee within the City Rights-of-Way (the "Licensee Facilities") for communications or related capabilities; and

**WHEREAS**, Missouri law provides conditions relating to the City's consent to, and authorizes the City to regulate the use and occupancy of its Rights-of-Way ("Rights-of-Way" or "ROW") for placement of various communications facilities; and

**WHEREAS**, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission's duties and jurisdiction; and

**WHEREAS**, the City and Licensee desire to enter into this Agreement, to establish the terms of Licensee's use of the Rights-of-Way, and to incorporate the provisions and definitions of the ROW Code (as defined in Section 1.2); and

**WHEREAS**, the City and Licensee also desire to compromise, resolve, and settle their dispute over compensation that the City claims to be due for past use of the City Rights-of-Way by Licensee (the "Dispute"); and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

**SECTION 1. GENERAL**

**1.1 Preservation of Police Power Authority.** Any rights granted to Licensee pursuant to this Agreement are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public.

**1.2 Defined Terms.** For purposes of this Agreement, the capitalized terms shall have the meanings as set forth herein and in the Code of Ordinances of the City, including specifically Article III of Chapter 505, and as may be amended (the "Code" or "ROW Code"). Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory,

and "may" is permissive. Words not defined shall be given their common and ordinary meaning. The following additional capitalized terms shall also apply to this Agreement:

A. **"Communications"** The transmission via the Licensee Facilities, in whole or in part, between or among points specified by the user, of information of the user's choosing (e.g., data, video, voice), without change in the form or content of the information as sent and received, regardless of the statutory or regulatory scheme to which such transmissions may be subject.

B. **"Communications Service"** The transmission of writing, signs, signals, pictures, sounds or other forms of intelligence through wire, wireless or other means, including, but not limited to, any "telecommunications service," "enhanced service," "information service," or "Internet Service," as such terms are now, or may in the future, be defined under applicable law, and including all instrumentalities, Licensee Facilities, apparatus and services (among other things, the receipt, forwarding, and delivery of Telecommunications) incidental to such transmission or designed to directly or indirectly facilitate or accept such transmission and shall also include "video services" as defined in § 67.2677 RSMo. The term "Communications Service" does not include the rental of conduit or physical facilities, which if proposed must be expressly separately approved in Exhibit A below or sought directly by such third party from City. Any party seeking to provide cable television, video services, or use wireless communication facilities shall be subject to additional and separate requirements, limitations and/or approvals of federal, state and local law and shall have on file with the City such authorization to provide such services prior to commencement.

**1.3 Agreement Subject to Provisions of ROW Code.** This Agreement fully incorporates the provisions of the ROW Code as if fully set forth herein, and Licensee agrees as a part of this Agreement to abide by the provisions of such Code and other applicable ordinances of the City as a ROW User, and to be subject to the enforcement by the City as provided therein and in this Agreement as a material term herein. This Agreement may establish Licensee obligations that are supplementary to the ROW Code, but nothing in this Agreement shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the ROW Code. The consent to use the Rights-of-Way authorized by this Agreement is subject to the continuing accuracy during the term of this Agreement of the application information provided by and maintained by Licensee for this authorization as provided to and on file with the City.

## **SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY**

**2.1 Agreements Non-Exclusive.** This Agreement shall grant nonexclusive privileges to use the Rights-of-Way. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. Nothing in this Agreement shall relieve Licensee from its obligations to apply for and obtain all necessary permits for installation of Licensee Facilities including excavation, building, electrical, zoning, etc. before installation of Licensee Facilities within the Rights-of-Way.

**2.2 Nature of Rights Granted by this Agreement.** This Agreement shall not convey title to Licensee, equitable or legal in the Rights-of-Way, and gives only the right to occupy the City's Rights-of-Way for the purposes and for the period stated in this Agreement and subject to the requirements of this Agreement. This Agreement also shall not grant the right to use facilities owned or controlled by the City or a third-party, without the separate consent of the City or such third-party owning or controlling the facilities, nor shall it excuse Licensee from obtaining appropriate access or pole attachment agreements before locating on facilities controlled or owned by the City or a third-party.

**2.3 Grant.** Subject to the terms and conditions of this Agreement, the ROW Code, and the conditions set forth on Exhibit A attached hereto and incorporated by reference into this Agreement, Licensee is hereby granted the nonexclusive right and privilege to construct, operate, and maintain Licensee Facilities in, through, over, above, and along the City's Rights-of-Way for the purposes of supplying **Communications Service through a MOAW Data Collection** within the City, subject, however, to the terms and conditions herein set forth within this Agreement and the Code and all such special conditions as may be set forth in Exhibit A. Licensee agrees that this Rights-of-Way Use Agreement shall supersede any existing franchise or other rights-of-way use agreement between the Licensee and the City, if any. As a condition of this grant, Licensee is required to obtain and maintain any permit, license certification, grant, registration or any other authorization lawfully required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission, or the Missouri Public Service Commission. Licensee shall not have the right to install wireless antennae or antennae support structures in the ROW pursuant to this Agreement, nor provide services not authorized herein, except as provided in Exhibit A, or such subsequent amendment as may be approved thereto. The size, location, and specifications of the underground and above-ground Licensee Facilities are subject to prior City approval and consent. Any wireless Licensee Facilities shall first receive zoning authorization as may be required by Chapter 400 of the Code of Ordinances for the installation of wireless Licensee Facilities and with such location determined to be in compliance with the ROW Code before amendments to this Agreement may be authorized. Upon receipt of such required zoning authorization from the City, if any, and prior to installing Licensee Facilities at such locations, the Licensee may install such Licensee Facilities authorized only after seeking and obtaining from the City an amendment to this Agreement adding the authorized Licensee wireless Facilities locations onto Exhibit A. Such amendment to this Agreement to add additional Licensee Facilities may be approved by the Director without further action of the City provided the amendment meets applicable ordinance requirements and other City requirements for use of the rights-of-way herein and as may be otherwise lawfully established by the City. Any application for a new pole shall require prior review and approval by the City Council to determine whether Licensee has provided good cause in compliance with the ROW Code as reasonably determined by the Council. Licensee shall obtain all required permits for construction/installation of such Licensee Facilities before commencing construction or making any changes in the ROW. In the event that the use of the Rights-of-Way is proposed to change or Licensee desires to provide services other than as described herein, Licensee shall be required to seek amendment hereto prior to commencing such service or changed use.

**2.4 Use of Rights-of-Way; Police Powers; Licensee's Use Subordinate.** The

Licensee shall construct and maintain Licensee Facilities in accordance with all applicable federal, state and local laws, codes and ordinances, including all permit requirements, and fee payments, in effect as of the Effective Date or adopted after the Effective Date, to the extent such are not in contravention of applicable law. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Licensee. The use of the Rights-of-Way authorized by this Agreement shall in all matters be subordinate to the City's use of and rights to the same and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City. Licensee shall excavate in or install Licensee Facilities in the Rights-of-Way in locations and in a manner only as authorized by a permit granted by the City. Licensee shall further be subject to the City's exercise of its powers, including but not limited to its administration and regulation related to the management of the Rights-of-Way exercised in a competitively neutral and non-discriminatory reasonable manner.

**2.5 No Interference.** Licensee shall construct and maintain Licensee Facilities to be so located, constructed, and maintained as to avoid interference with the proper use of all Rights-of-Ways and so as not to materially or without authority interfere with other users of the Rights-of-Way. Except as may otherwise be provided, the Licensee shall reasonably notify all residents and properties materially affected by the proposed work prior to commencement of such work. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with generally accepted industry standards and all standard specifications, drawings, and procedures required or approved by the City.

**2.6 Notification, Joint Installation, and Collocation Requirements.** Licensee shall, prior to any excavation or installation within the Rights-of-Way, provide sufficient notification and joint installation opportunity on a shared-cost basis to potential users of the Rights-of-Way under such generally applicable written policy or direction as may be established by the City. Licensee shall further make its installed Licensee Facilities available to other licensees on a nondiscriminatory competitively neutral basis as may be required by federal law codified at 47 U.S.C. § 224.

**2.7 Licensee Responsible for Costs.** The Licensee shall be responsible for all reasonable, lawfully reimbursable, documented costs incurred by the City that are directly associated with its installation, maintenance, repair, operation, use, and replacement of Licensee Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the permit fee established pursuant to the ROW Code and not contrary to any applicable requirements of Sections 67.1830 to 67.1846 RSMo. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be responsible for its own costs incurred removing or relocating Licensee Facilities when required to do so by the City due to the City requirements relating to maintenance and use of the Rights-of-Way as set forth in Section 7.6, below.

### **SECTION 3. TERM AND COMPENSATION**



**3.1 Term.** This Agreement shall be effective for a term of twenty (20) years from the Effective Date, and subject to earlier termination or forfeiture as provided for elsewhere in this Agreement.

**3.2 Compensation.** The Licensee agrees to pay the User Fees and such other compensation in the amount and under such additional regulations and provisions as are set forth in the City's policies and Code. Unless otherwise established by the Governing Body, Licensee shall pay to the City as monthly compensation for the use of the Rights-of-Way pursuant to this executed Agreement:

- a. **Linear Foot Fee:** a monthly payment of \$.165 per linear foot of Licensee Facilities located in the Right-of-Way, for an annual amount of one dollar and ninety-eight cents (\$1.98) per linear foot of Licensee Facilities in the Right-of-Way; and
- b. **Antenna Fee:** a \$200.00 fee per month for each antenna in the Right-of-Way, if applicable to the user;

provided that all Right-of-Way Users shall be entitled to a credit against the User Fee due hereunder equal to the amount of gross receipts tax payment(s) from such Right-of-Way User in accordance with Section 67.1846 RSMo.; provided, however, such credit cannot exceed the amount due under this subsection and may not be carried forward or back to any other time period and a credit shall not apply to any taxes paid under protest or otherwise paid with qualification unless so required by law. User Fee adjustments during the term of this Agreement shall not increase by more than two percent (2%) per year aggregate over the term (or annually thereafter) upon designation by the Governing body with at least 30 days' written notice and adjusted no more than once annually.

Licensee intends pursuant to this Agreement to add two (2) antennas within the City ROW for the purposes authorized herein, as depicted on Exhibit B attached hereto and incorporated herein. The actual authorized installation shall be limited to that which has received approved permits from the City and the Use Fee shall be paid based on the sum of the actual linear foot of Licensee Facilities installed and any additional linear foot approved by permit for installation. All User Fees shall be due and payable every month of each calendar year within thirty (30) days of each such month. Each User Fee payment shall be accompanied by an affidavit stating the greatest total linear feet of Licensee Facilities located in the Rights-of-Way the preceding month, the total amount of antennas located in the Rights-of-Way the preceding month, any credit taken for gross receipt taxes or business license fees paid to the City, and the payment of the User Fee made. If any fee statement is determined to understated Use Fee owed, then such additional amount owed shall be made with a corrected statement, including interest on said amount as provided herein. Any payments due to the City hereunder and not paid at the due date shall bear interest at the rate of one and one-half percent (1.5%) per month, unless such other maximum rate is established by law. Licensee's credit to the User Fee as authorized above shall be calculated based upon gross receipt taxes paid and attributable to gross receipts received for the same months in which the User Fee is attributable. The User Fee required in this Paragraph shall be paid by Licensee as required herein without offset, credit, refund, or deduction except for such credit as is expressly provided for above for gross receipts taxes paid.

**3.3 Use Fee Not a Tax.** The above required User Fee and other compensation required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees, and impositions otherwise applicable that are or may be imposed by the City, except as may be provided for in the Code, herein, and as set forth in § 67.1846. Licensee acknowledges that the User Fee is compensation for use of the Rights-of-Way, both underground and above ground, and shall in no way be deemed a tax of any kind.

#### **SECTION 4. TAXES**

**4.1 Taxes.** The Licensee agrees to pay all legally applicable taxes including license taxes, business taxes, utility taxes, video services provider fees, and other applicable taxes of the City and failure to pay such taxes shall be considered a breach of this Agreement. Nothing herein is intended to alter, amend, modify or expand the taxes that may be lawfully assessed on Licensee's business activities under applicable law. Licensee shall be subject to audit and shall itemize by category of service the amount received and taxes paid for services provided by Facilities in the Rights-of-Way. Such taxes shall be in addition to compensation, if any, required by the City by ordinance or otherwise subject to any limitations herein and of applicable state or federal law.

#### **SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES**

**5.1 Transfer of Agreement.** Unless otherwise permitted by law, Licensee shall not sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, without obtaining the City's prior consent, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing sentence, Licensee may sell, transfer, lease or assign this Agreement or its rights under this Agreement, in whole or in part, with prior thirty (30) days' written notice to the City if to: (a) any entity controlling, controlled by or under common control with Licensee; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership or this Agreement. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days prior written notice to the City.

**5.2 Agreement Binding.** In the event of a sale, transfer, assignment or any other transaction Licensee may enter into that involves transfer of Licensee's rights, duties, and privileges under this Agreement, all provisions of this Agreement that are obligatory upon, or that inure to the benefit of Licensee, shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of Licensee. Further, all obligations, duties, liabilities, limitations, prohibitions, amendments and forfeitures by this Agreement created or imposed upon Licensee shall be binding upon and be assumed, kept and performed by its legal and bona fide assigns and successors in interest, according to the true intent and purpose of this Agreement, whether expressly so stated or not.

**5.3 Sale or Lease of Facilities.** Except as otherwise may be provided by law, Licensee shall not lease, sell, sublet or otherwise transfer possession or control or use of the Facilities, or any portion thereof, for any purpose to any person that has not obtained a duly issued Agreement, or other grant by the City to use the Rights-of-Way and which includes the authority to use or

maintain such leased or transferred Facilities. Notwithstanding the foregoing, Licensee may use and maintain Licensee Facilities installed for the benefit of its customers of its Communications Services provided that any such customer shall have no right of physical access to the Facilities in the ROW without a separate agreement with the City.

## **SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.**

**6.1 Forfeiture.** In case of material failure on the part of the Licensee, its successors and assigns, to comply with any of the provisions of this Agreement, including the provisions of the Code of Ordinances, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Agreement, including the provisions of the Code, or if the Licensee or its customer loses authority to provide its Communication Services or do business within the City under applicable law, or if the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate, and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings: Before the City proceeds to forfeit this Agreement, it shall first serve a written notice upon the Licensee, setting forth in detail the neglect or failure complained of, and the Licensee shall have thirty (30) days thereafter in which to cure the default by complying with the conditions of this Agreement. If at the end of such thirty (30) day period the City determines that the conditions have not been complied with, unless said material default could not have been cured within said thirty (30) day period by Licensee exercising reasonable diligence and Licensee is exercising diligence to cure said default, the City shall take action by an affirmative vote of the Governing Body present at the meeting and voting, at which Licensee may appear and be heard, to terminate the Agreement; setting out the grounds upon which said Agreement is to be canceled or terminated. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's Code of Ordinances or as may otherwise exist at law. All remedies described in this Section are cumulative and in addition to any other rights and remedies to which City may be entitled at law, in equity or under this Agreement.

## **SECTION 7. GENERAL CONDITIONS**

**7.1 Compliance With Laws.** In performing activities and exercising its rights and obligations under this Agreement, the Licensee shall comply with all applicable federal, state and local laws, ordinances, regulations and policies, including, but not limited to, all laws, ordinances, zoning, and other regulations and policies relating to construction, bonding, insurance, and use of public property.

**7.2 Insurance.** In addition to the requirements of Section 505.220 of the ROW Code, except as may be prohibited by law, Licensee shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Licensee, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Licensee, its officers, directors, employees and agents, or any subcontractors of Licensee. This liability insurance shall

include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Licensee operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least \$2,804,046.00, but in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo., or its successor, for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days' advance written notice of such event being given to the City Clerk. The City's additional insured coverage shall have no deductible. **The insurance requirements in this Section or otherwise shall not apply to Licensee to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City poles or other facilities.**

**7.3 Construction Guarantee and Maintenance.** Licensee agrees that it shall be responsible to guarantee for a period of four years the restoration of the Rights-of-Way in the area where such Licensee conducted excavation and performed the restoration minimally as required by § 67.1834 RSMo. A bond, letter of credit or other surety (collectively "Surety") in the form approved by the City shall be posted if required by the City to guarantee construction performance. **Surety shall not be required to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City poles or other facilities.** Licensee shall also be responsible for maintenance of its Facilities and any and all damage caused to the Rights-of-Way, equipment within the Rights-of-Way or otherwise by Licensee's use of the Rights-of-Way.

**7.4 Enforcement; Attorneys' Fees.** The City shall be entitled to enforce this Agreement through all remedies lawfully available, and Licensee shall pay the City its costs of enforcement, including reasonable attorneys' fees, in the event that Licensee is determined judicially to have violated the terms of this Agreement.

**7.5 Relationship of the Parties.** Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties.

**7.6 Relocation or Removal of Facilities.**

**7.6.1** In addition to the requirements of Section 505.220 of the ROW Code, the City may in its exercise of the public interest request, require that Licensee, at Licensee's sole cost and expense, relocate, adjust, or reinstall any of its Licensee Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of Licensee Facilities to

be relocated and a reasonable time to relocate such Licensee Facilities. Licensee shall forthwith remove, adjust, or relocate such Licensee Facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Licensee Facilities shall be the exclusive obligation of said Licensee without expense to the City. If any Licensee Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Licensee Facilities and the Licensee and its surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate Licensee Facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate Licensee Facilities.

**7.6.2** Licensee shall upon request of any person other than the City requesting relocation of Licensee Facilities and holding a validly issued building or moving permit and within a reasonable period as may be established by the City, temporarily raise, lower, adjust, or relocate Licensee Facilities as may be reasonably necessary for such permit-holder to exercise its rights under the permit. Except where good cause is approved by the City, a permit-holder must make its request at least fourteen (14) days prior to the date it intends to exercise its rights under the permit. If applicable, Licensee will, within seven (7) days of its receipt of such a request, deliver to the permit-holder an invoice for the services. However, Licensee will not be required to honor any such request unless and until the permit-holder makes payment in advance for any expenses incurred by said Licensee pursuant to said person's request. If any Licensee Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Licensee Facilities and the Licensee and its surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate Licensee Facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate Licensee Facilities.

**7.7 No Cause of Action Against the City.** The Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Agreement, or because of the enforcement thereof by said City, or for the failure of the City to have the authority to grant, all, or any part, of the rights herein granted; provided that said Licensee expressly acknowledges that it accepted the rights herein granted under this Agreement in reliance upon its independent and personal investigation and understanding of the power of authority of the City to enter into the Agreement herein with Licensee; provided further that the Licensee acknowledges by its acceptance of said Agreement that it has not been induced to enter into this Agreement upon any understanding, or promise, whether given verbally or in writing by or on behalf of any Party, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Agreement.

Nothing herein shall be deemed to waive the City's sovereign immunity.

## **SECTION 8. INDEMNIFICATION**

**8.1 Indemnification.** Licensee at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, councils, boards, commissions, officers, employees, attorneys, and agents, from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Licensee, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Licensee may be liable, in constructing, operating, using, maintaining, repairing, restoring or removing Facilities, or in carrying on Licensee's business or operations in the City, or out of the fact that the City entered into this Agreement with Licensee, the rights granted to Licensee, or the activities performed, or failed to be performed, by Licensee under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors, or as otherwise may be limited by law. This indemnity shall apply, without limitation, to any claim or cause of action for invasion of privacy, defamation, antitrust, negligence, theft, fire, violation or infringement of any copyright, trademark, trade name, service mark or patent or intellectual property right of any person, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement. The indemnification, duty to defend, and hold harmless obligations set forth in this Section shall survive for a period of five (5) years after the date of expiration or termination of this Agreement. Any payments required by Licensee to City pursuant to this indemnification paragraph or otherwise required under this Agreement shall accrue interest from the date due at one and one-half percent (1.5%) interest per month until paid.

## **SECTION 9. NOTICE**

**9.1** Any notice, demand, consent, approval, request or other communication required or permitted to be given to either Party under or with respect to this Agreement (collectively, "Notice") must be in writing and must be delivered in person, by a reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to Licensee:

Missouri American Water Company  
727 Craig Rd.  
Creve Coeur, MO 63141

If Notice to City:

City of University City, Missouri  
6801 Delmar Blvd.  
University City, MO 63130  
Attn: City Clerk

**9.2** If notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if notice is given by certified mail or the confirmation of delivery form if notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no proper notice was given will be deemed to be receipt of the notice as of the date of rejection, refusal or inability to deliver. Either Party may change its address for notice by giving notice of address change to the other Party in the manner for giving notice prescribed in Section 9.1.

## **SECTION 10. MISCELLANEOUS**

**10.1** This Agreement and all Exhibits constitute the entire Agreement between the Parties as to the subject matter of this Agreement, and no negotiations or discussions prior to the Effective Date shall be of any effect.

**10.2** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

**10.3** No term or condition of this Agreement will be deemed to have been waived by a Party unless the waiver is made in writing and is signed by the Party against whom the waiver is claimed. No waiver of default or breach of this Agreement or consent to the default or breach will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the Party against whom the waiver or consent is claimed. The waiver of or consent to a breach or default of this Agreement will not be deemed to be a waiver of or consent to any other breach or default of this Agreement, or to or any subsequent breach or default of the same term, or condition of this Agreement. No course of dealing or conduct or failure of a Party to strictly enforce any term, right or condition of this Agreement constitutes a general waiver or relinquishment of the term, right or condition.

**10.4** The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Agreement.

**10.5** This Agreement is for the benefit of the Parties and not for any other person or entity. This Agreement creates no third-party beneficiary rights.

## **SECTION 11. EFFECTIVE DATE AND ACCEPTANCE**

**11.1** This Agreement shall be effective on the date this Agreement is last signed by both Parties ("Effective Date"). The Parties acknowledge that this Agreement is a lawful contract between them, that they entered into this Agreement voluntarily, and have full authority to sign

this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

CITY OF UNIVERSITY CITY, MISSOURI

\_\_\_\_\_, Mayor Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_, City Clerk

MISSOURI AMERICAN WATER COMPANY

By: Derek Linn

Name: Derek Linn

Title: Engineering Manager

Date: 6-19-2018

STATE OF Missouri )  
 ) ss.  
COUNTY OF St. Louis )

The forgoing instrument was acknowledged before me this 19<sup>th</sup> day of June 2018, by Derek Linn, on behalf of Missouri American Water Company. This person is personally known to me or has produced \_\_\_\_\_ as identification.



Donna S Singler  
(Signature of Notary taking Acknowledgment)

Notary Public, State of Missouri

My Commission Expires: July 17, 2020



## **EXHIBIT A**

### **SPECIAL CONDITIONS**

The following special conditions shall be a condition of this Agreement and shall supplement and limit any provision in this Agreement to the contrary:

1. All new Licensee Facilities shall be installed underground, except where good cause is shown to authorize use of existing above-ground Licensee Facilities, including (1) when and where nearby similar facilities exist above ground or (2) when conditions are such that underground construction is impossible, impracticable or economically unfeasible, as determined by the City. Above-ground Licensee Facilities authorized for good cause shall, in the City's reasonable judgment be limited to construction and Licensee Facilities having minimal detrimental impact on the area where construction is proposed. Ground-mounted pedestals customarily installed for underground Facilities shall be authorized subject to applicable permit requirements and design, location, appearance and other reasonable requirements of the City, provided that such pedestals or equipment that are larger than 3 feet in height or otherwise not customarily found within the City limits shall not be deemed authorized by this Agreement without specific separate written authorization of the City.
2. Licensee acknowledges and agrees that pursuant to its obligation to pay all applicable taxes it shall pay the City's license tax as a provider of telecommunication services, if applicable, and shall remit to the City such tax on gross receipts of its business as required by Article III of Chapter 615 of the City's Code of Ordinances, or as may be amended, regardless of technology or nomenclature used by Licensee to provide such services, including but not limited to wire, wireless, internet-based transmissions, and switched or unswitched, to the extent permitted by law.
3. Licensee represents and agrees that it (including its duly licensed contractors acting on its behalf identified on the right-of-way permit application or otherwise to the City) shall not authorize third-parties without a valid license, Right-of-Way Use Agreement, or other lawful authorization in writing from the City to be within the City's Rights-of-Way to install or perform maintenance on Licensee Facilities or have physical access thereto in the Rights-of-Way.
4. For purposes of clarification only, a document providing Communication Service to a third party as authorized herein but nominated or referred to as lease authorizing a service or use to a third-party shall not be deemed to violate Section 5.3, or constitute rent outside the scope of providing a Communication Service, solely because of such nomenclature or reference provided it otherwise complies with the requirements of this Agreement and meets the following conditions:
  - Does not provide the third-party with an ownership or property interest in or any form or type of title in the ROW, ROW Agreement, or any facilities in the ROW, whether temporary or otherwise, and the lessee does not acquire the right to own,

control, maintain, modify, physical access, or revise the facilities in the ROW, whether specific facilities or not; and

- Does not grant any rights or remedies as against the City and any such rights or remedies are limited to those as may be granted herein to be directly exercised by Licensee.
5. **New Wireless Facility Locations or Facilities.** The Parties acknowledge that new wireless Licensee Facilities are subject to obtaining applicable permits and administrative approval prior to construction.

**EXHIBIT B**

# CITY OF UNIVERSITY CITY

## Advanced Metering Infrastructure: DCU Site Specific Exhibits



Property Owner: Municipality

Permit Jurisdiction: Municipality

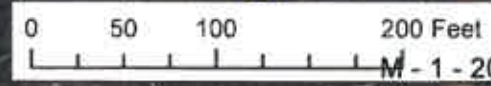
MISSOURI  
AMERICAN WATER

DCU Name: ABHF  
LAT: 38.668241  
LONG: -90.352267



### Legend

- \* Data Collector Unit (DCU)
- Municipalities
- Tax Parcels



# CITY OF UNIVERSITY CITY

## Advanced Metering Infrastructure: DCU Site Specific Exhibits

Property Owner: Municipality  
Permit Jurisdiction: Municipality



MISSOURI  
AMERICAN WATER



### Approximate Location: Google Street View



DCU Install Type: 34' AGL Pole

Location Notes: Install new pole at approximate location shown near 8211 Groby Road.

M - 1 - 21

# CITY OF UNIVERSITY CITY

## Advanced Metering Infrastructure: DCU Site Specific Exhibits



Property Owner: Municipality

Permit Jurisdiction: Municipality

MISSOURI  
AMERICAN WATER

**DCU Name: AANQ**  
**LAT: 38.681127**  
**LONG: -90.347944**



# CITY OF UNIVERSITY CITY

## Advanced Metering Infrastructure: DCU Site Specific Exhibits



Property Owner: Municipality

Permit Jurisdiction: Municipality

MISSOURI  
AMERICAN WATER



### Approximate Location: Google Street View



DCU Install Type: 34' AGL Pole

Location Notes: Install new pole at approximate location shown near 1540 82nd Boulevard.

M - 1 - 23

