



MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
Monday, September 10, 2018
6:30 p.m.

- A. MEETING CALLED TO ORDER
- B. ROLL CALL
- C. APPROVAL OF AGENDA
- D. PROCLAMATIONS
 - 1. National Suicide Prevention Awareness
 - 2. Courtesy Proclamation – Alvin Henry's 85th Birthday
 - 3. Courtesy Proclamation – Maurice Bell Recognition
- E. APPROVAL OF MINUTES
 - 1. August 27, Regular minutes
- F. APPOINTMENTS to BOARDS & COMMISSIONS
 - 1. Detective Lieutenant Shawn Whitley (Police Dept.) and Sinan Alpaslan (Public Works Dept.) are nominated for appointed to the Traffic Commission by City Manager Rose
 - 2. Liz Essman is nominated for appointment to the Green Practices replacing Kathy Straatmann's expired term by Councilmember Carr
- G. SWEARING IN to BOARDS & COMMISSIONS
 - 1. Karl Reid to be sworn into the Senior Commission
 - 2. Aren Ginsberg to be sworn into the Library Board
- H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)
- I. PUBLIC HEARINGS
- J. CONSENT AGENDA – Vote Required
 - 1. Community Development Block Grant (CDBG) Approval
 - 2. Computer Program City Wide Drone Operation Approval
- K. CITY MANAGER'S REPORT
 - 1. Contract to Demolish Gables Tea Room
(VOTE REQUIRED)
- L. UNFINISHED BUSINESS
 - BILLS*
 - 1. **BILL 9364 - AN ORDINANCE AMENDING CHAPTER 505 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO STREETS, SIDEWALKS AND PUBLIC PLACES, TREES AND SHRUBS, BY ENACTING THEREIN A NEW SECTION TO BE KNOWN AS "SECTION 505.015. ESTABLISHMENT OF HONORARY STREETS."**

M. NEW BUSINESS

RESOLUTIONS

1. **Resolution 2018-13** - A Resolution Approving A Rights-Of-Way Use Agreement And Settlement With Extenet Systems, Inc.

BILLS

N. COUNCIL REPORTS/BUSINESS

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

O. CITIZEN PARTICIPATION (continued if needed)

P. COUNCIL COMMENTS

- Q.** Roll-Call vote to go into a Closed Council Session according to RSMo 610.021 (1)Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys

R. ADJOURNMENT



PROCLAMATION OF THE CITY OF UNIVERSITY CITY

September Is National Suicide Prevention Awareness

WHEREAS; September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and

WHEREAS; suicidal thoughts can affect anyone regardless of age, gender, gender identity, race, orientation, income level, religion, or background; and

WHEREAS; according to the Center for Disease Control, each year more than 41,000 people die by suicide; and

WHEREAS; suicide is the 10th leading cause of death among adults in the US, and the 2nd leading cause of death among people aged 10-24; and

WHEREAS; University City, Missouri is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, pack leaders, police officers, and parents, as partners in supporting our community in simply being available to one another; and

WHEREAS; local organizations like Suicide Prevention Services (SPS) and national organizations like the National Alliance on Mental Illness (NAMI) are on the front lines of a battle that many still refuse to discuss in public, as suicide and mental illness remain too taboo a topic to speak on; and

WHEREAS, every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and

WHEREAS, we encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

NOW, THEREFORE, The City Council of University City in the State of Missouri, do hereby proclaim the month of September 2018, as National Suicide Prevention Awareness Month in the City of University City.

WHEREOF, we have hereunto set our hands and caused the Seal of the City of University City to be affixed this 10th day of September in the year Two Thousand and Eighteen.

SEAL

Councilmember Paulette Carr

Councilmember Steve McMahon

Councilmember Jeff Hales

Councilmember Bwayne Smotherson

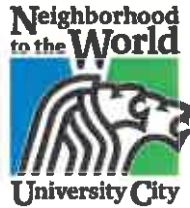
Councilmember Tim Cusick

Mayor Terry Crow

Councilmember Stacy Clay

ATTEST

City Clerk, LaRette Reese



PROCLAMATION OF THE CITY OF UNIVERSITY CITY

WHEREAS; Alvin Henry will be honored by friends and family on the occasion of his 85th birthday on September 13, 2018; and

WHEREAS; in 1953 Alvin Henry married his grade school sweetheart, Geraldine and they raised 6 children together; who were educated in the University City School system; and

WHEREAS; Alvin Henry is a loving grandfather and a great father; and

WHEREAS; Alvin Henry enlisted in the United States Air Force in 1953, served in the Korean War area of Operations where he received where he received several medals and decorations; and

WHEREAS; Alvin Henry was honorably released from active duty on February 2, 1957 and then went on to serve in the Reserves until his honorable discharge in 1961; and

WHEREAS; Alvin Henry has been a proud resident of University City for over 45 years; and

WHEREAS; during his long and productive lifetime, Alvin Henry has earned the respect and admiration of his family, friends and people from all walks of life.

NOW, THEREFORE, The City Council of University City in the State of Missouri extends to Alvin Henry our sincere congratulations and best wishes for a very happy birthday.

WHEREOF, we have hereunto set our hands and caused the Seal of the City of University City to be affixed this 10th day of September in the year Two Thousand and Eighteen.

SEAL

Councilmember Paulette Carr

Councilmember Steve McMahon

Councilmember Jeff Hales

Councilmember Bwayne Smotherson

Councilmember Tim Cusick

Mayor Terry Crow

Councilmember Stacy Clay

ATTEST

City Clerk, LaRette Reese



PROCLAMATION OF THE CITY OF UNIVERSITY CITY

WHEREAS; Maurice Bell was born in Missouri on October 28, 1926 and was raised in St. Louis; and

WHEREAS; Maurice Bell joined the Kappa Alpha Psi Fraternity in 1946; as a member of the St. Louis Alumni Chapter, where he held the office of Exchequer and organized the first Gospel Fest. Under his leadership, the Gospel Fest became a highly successful fundraiser for the fraternity; and

WHEREAS; Maurice Bell's career as an educator in the St. Louis Public School District spanned 40 years of service. His intellect, creativity, and dedication enabled him to provide leadership in a variety of roles; teacher, reading specialist, and principal. As a school principal he personally welcomed every student on their first day of school, and had an open-door policy for everyone; and

WHEREAS; Maurice Bell attends St. James A.M.E. Church in St. Louis. He held positions of Superintendent of the Sunday school and Church Trustee. He founded the First Aid Care Team at St. James to monitor blood pressure for members of the congregation; and

WHEREAS; Maurice Bell has been a resident of University City for 54 years and; he lived a life of service to the community, including coaching little league baseball and eventually held the position of President of the University City Baseball Khoury League from 1973 to 1978. He worked tirelessly at being a great role model for the youth; and

WHEREAS; Maurice Bell continues to give back to the community as demonstrated by helping to register voters on National Voter Registration Day in 2017; and

WHEREAS; Maurice Bell uses his talents to bless others through his art. He is an accomplished artist and his work has been displayed in several art shows. He finds joy in having his paintings displayed in private households where people can enjoy them; and

WHEREAS; On September 23rd at Centennial Commons, Maurice Bell will be honored and celebrated by family and friends with a showing of his paintings; which demonstrates that he is still living life to the fullest at 91 years young.

NOW, THEREFORE, The City Council of University City in the State of Missouri join with the family in honoring and celebrating Maurice Bell for his contributions to the citizens of this great community. We recognize and respect the senior citizens and the valuable role they play in defining this great community.

WHEREOF, we have hereunto set our hands and caused the Seal of the City of University City to be affixed this 10th day of September in the year Two Thousand and Eighteen.

SEAL

Councilmember Paulette Carr

Councilmember Steve McMahon

Councilmember Jeff Hales

Councilmember Bwayne Smotherson

Councilmember Tim Cusick

Mayor Terry Crow

Councilmember Stacy Clay

ATTEST City Clerk, LaRette Reese

MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
Monday, August 27, 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, August 27, 2018, Mayor Terry Crow called the meeting to order at 6:30 p.m.

B. ROLL CALL

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

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

Also in attendance were City Manager, Gregory Rose, City Attorney, John F. Mulligan, Jr., Police Chief, Larry Hampton, and Firefighter/Paramedic, Matt Pagano.

Mayor Crow asked everyone to take a moment of silence out of respect for the passing of Senator John McCain. This country has lost a true hero and in spite of our differences, he believes it is important to note that Senator McCain was a Naval Officer, POW, U.S. Congressman, and Senator, who dedicated his life to this country

C. APPROVAL OF AGENDA

Mayor Crow noted that no amendments were made during the Study Session.

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

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. August 13, 2018, Regular Session minutes were moved by Councilmember Hales, it was seconded by Councilmember Smotherson and the motion carried unanimously.
2. August 13, 2018, Study Session (Lime Bikes) minutes were moved by Councilmember Smotherson, it was seconded by Councilmember Carr and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS & COMMISSIONS

1. Aren Ginsberg is nominated to the Library Board replacing Deborah Arbogast's expired term by Councilmember Hales, it was seconded by Councilmember Carr and the motion carried unanimously.

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G. SWEARING IN TO BOARDS & COMMISSIONS

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Rebecca Edwards, 1140 East Parkedge Lane, University City, MO

Ms. Edwards stated the reason she is here tonight is twofold. One, to emphasize what a valuable asset the community center and pool are to patrons of all ages; and two, to bring Council's attention to the apparent disconnect between the members of staff making policy decisions for the pool and its users that expect liberal access to a clean and professionally managed facility.

- Between August 13th and August 31st, the pool will only be open to the public from 4 p.m. to 8 p.m., Monday through Friday. This reduction in hours was made based on the City's statistics from 2017. Patrons have expressed considerable opposition and disappointment to this reduction and believe that the hours of operation should be from noon to 8 p.m.
- The reduction of staff during predetermined low attendance times has resulted in nothing more than a skeleton crew to operate and maintain the pool.
- On two occasions this season, the pool was closed for several hours due to a forecast that predicted a 50% chance of storms. In both instances the storms passed over, the skies cleared, but the public was denied access to the pool. Other pools in the area remain open and take the approach that there is a 50% chance that nothing will happen.
- Over the last two weeks, the bottom of the pool has been filthy and the grass has not been mowed.

Ms. Edwards stated U City residents have the right to expect policymakers to take ownership of the facilities that are in the realm of their responsibilities and to pursue excellence, not mediocrity. But in reality, the Director of Recreation has virtually no presence at this facility she is making policy decisions for. A proactive management approach could include the pursuit of aquatic programs to assist in generating revenue or perhaps even raising admission fees.

She stated she is also an advocate for the outsourcing of pool services and has witnessed first-hand the striking improvements between the lifeguards supplied by Midwest Lifeguards Unlimited, and the ones provided in-house. However, what is important is continuity, and in order to truly see progress, the City should have remained with Midwest for more than just one year.

Tom Sullivan, 751 Syracuse, University City, MO

Mr. Sullivan stated in response to Ms. Ginsberg's comments made at the last meeting, he would note that he had copied an article from the Business Journal on Tax Increment Financing, which was written by someone at the Show-Me Institute financed by Rex Sinquefeld. So perhaps, her accusations that he is being paid to oppose U City's TIF; that he is a watchdog barking up the wrong tree; that Ryne Danielson's coverage of watermelons was impractical, and her ability to keep track of exactly when he leaves these meetings, is an indication of Ms. Ginsberg's sad and empty life. But what he would suggest is that Ms. Ginsberg gets her facts straight before she opens her mouth.

Almost as disgusting, was Mayor Crow's lack of action at the last meeting where he not only allowed but encouraged a speaker to turn the lectern around while ranting and raving about a fellow citizen. This is a new low which shows how spineless and cowardly he is.

So rather than the sniping remarks made at Council meetings he would challenge Mayor Crow to debate the Olive/1-170 Development in a forum where the real issues can be discussed and he can't hide behind anybody else. Mr. Sullivan stated there is a concern among younger consumers about equality, racial justice, and the treatment of immigrants, so he thinks these consumers should know more about Mayor Crow's ownership interests in Great Clips Salons, and his support of the Olive Development because once they do, they might decide to avoid Great Clips altogether.

Patricia Washington, 7040 Plymouth Avenue, University City, MO

Ms. Washington stated she would like to address the defamatory statements made by Councilmember Carr in her recent 2nd Ward Newsletter. While Councilmember Carr takes every opportunity to remind us that she is thorough and does her homework, in this case, she clearly did not. That alone leads her to believe that Councilmember Carr and others in this administration have personalized the efforts to include a CBA on the Olive/1-70 Development. And rather than addressing what they believe is the CBA's shortcomings, their motive is to intimidate and impugn the reputation of anyone who dares to cross them, including the faith leaders of this community.

Councilmember Carr shared a letter authored by a local faith leader in her newsletter which contained a number of misrepresentations and caused her to question the letter's intent and origin. The City Manager shared this same letter with the TIF Commissioners, and it has been widely disseminated on social media. But Councilmember Carr did not stop with simply sharing this letter, she went a step further and added her own twist, wherein she accused me of engaging in an action that she played no part in, nor had any knowledge of. Ms. Washington stated during a two-hour conversation with the author of this letter she shared details that demonstrated; without question, that several of the statements contained in the letter were patently false. These same details were shared with members of the TIF Commission. She stated if this church wanted to be removed from the list of CBA supporters, they could have requested to do so, or if a correction or retraction needed to be made in a public forum, that could have also been accomplished. So from her perspective, the sole purpose of that letter was to diminish the influence of faith leaders in support of a CBA and to brand her as someone who cannot be trusted. And for that, Councilmember Carr, you should be ashamed.

Councilmember Carr's statement that she has never reached out to Council, the City Manager or staff to discuss the CBA, is absolutely untrue. Ms. Washington stated she is certain that had Councilmember Carr taken the time to inquire of Mr. Rose he would have produced her June 25, 2018, email to this administration requesting a meeting to discuss the CBA. All of the questions now being raised by Mr. Rose and others could have been answered a long time ago.

Ms. Washington stated she had truly hoped this Council would honor its pledge to move forward in a new direction and is deeply disappointed with the tone of these conversations. Nevertheless, she will continue to be an advocate for the CBA, as well as the residents in her Ward who feel like they don't have a voice.

Donna McGhee, 7584 Melrose, University City, MO

Ms. McGhee stated she is a proud U City graduate and new homeowner on Melrose. She stated limbs, bark, and low hanging branches over rooftops from a tree located in front of her home have raised serious concerns for her and her neighbors. After a visit to City Hall, Ms. McGhee stated she learned that this tree belonged to the City.

Growing up in U City she understands this is a community that loves trees, and although she certainly has respect for their beauty, the tree's roots have now pushed up the edge of her driveway, resulting in cracks that have forced her to park on the street. Ms. McGhee stated in this case, she does not believe that simply cutting a few limbs is the solution and would like to see the entire tree removed.

I. PUBLIC HEARINGS

J. CONSENT AGENDA – Vote Required

1. Tech Electronic Contract

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

K. CITY MANAGER'S REPORT

1. Kingsland Bridge Change Order

Mr. Rose stated staff is recommending that Council consider two Change Orders for the Kingsland Bridge in the amount of \$43,164.70. Change Order No. 1, in the amount of \$24,905.25, is for additional reinforcement steel and saw cutting. Change Order No. 2, in the amount of \$18,428.45, is for additional concrete pavement repairs.

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

2. Picnic Liquor License – Midwest Association Farmers Market

Mr. Rose stated staff is recommending approval of a picnic liquor license for the Farmer's Market. These special events are scheduled to take place on Saturday, September 1st and Saturday, October 20th, 2018, at the Midtown Farmer's Market, 6655 Delmar Boulevard.

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

Citizen's Comments

Deborah Henderson, 6124 Victoria Avenue, St. Louis, MO

Ms. Henderson stated she is seeking approval for a picnic liquor license for two fundraisers; the Second Annual Philippine Night Market, and the Third Annual Chefs Cook Real Challenge. Proceeds from these events will go to the Ahaan Foundation for libraries in the Philippines and culinary programs sponsored by the Farmer's Market. Ms. Henderson stated she would be happy to answer any additional questions.

Council's Comments

Councilmember Cusick asked for the time each event is scheduled to begin?

Ms. Henderson stated the September event runs from 4 p.m. to 8 p.m., and the October event runs from 8:30 a.m. to 2 p.m.

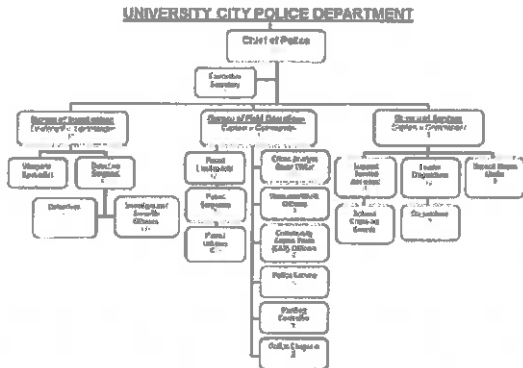
Voice vote on Councilmember Carr's motion carries unanimously.

3. Policing Strategy & Fire Department Drone Upgrades

Mr. Rose stated this is a presentation to Council on the City's policing strategy and Drone Program.

Police Chief, Larry Hampton stated the U City Police Department was founded in 1906 and was one of the first jurisdictions to have policing in St. Louis County.

ORGANIZATIONAL CHART



- **Bureau of Field Operations** - Uniformed patrol officers
- **Bureau of Investigations** - Co-commanded by two lieutenants to expand the bureau's hours of operation
- **Bureau of Services** - Non-commissioned personnel.

PERSONNEL

2018 – Budgeted 79 officers

- Current staffing of 70 Officers, 1 recruit currently in the St. Louis County Police Academy. U City is down 8 officers, although several are currently going through the interview process.
- St. Louis County is down 23 officers (correction – should be 123)
- St. Louis City is down 25 officers (correction – should be 125)

2017 – Budgeted 79 officers

2016 – Budgeted 79 officers

2015 – Budgeted 79 officers

2014 – Budgeted 79 officers

2013 – Budgeted 76 officers

2012 – Budgeted 76 officers

2011 – Budgeted 76 officers

2010 – Budgeted 76 officers *COPS grant

*The COPS grant covered 3 officers from 2009-2012, which were transitioned into permanent positions

*Application for 2018-2019 federally funded COPS grant covering 4 officers

CALLS FOR SERVICE

January 1, 206 through December 2017

Total Emergency/Non-Emergency Calls

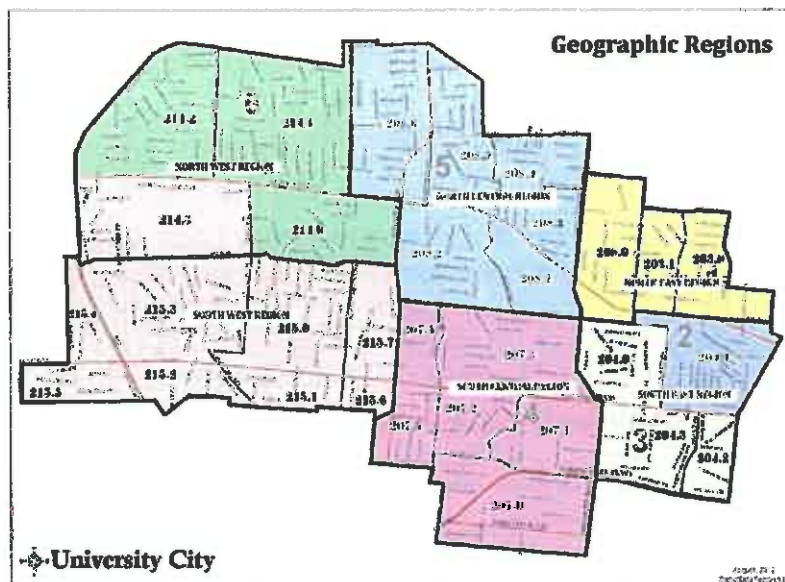
2017	46,529
2016	45,284
Total	98,803

PRIMARY DEMANDS

- 24-hour, 7-day operation; (Actual: 25 hours, 8 days a week with heat, rain, snow or sleet)
- Patrols and CrimeSuppressions Neighborhoods/Streets/Businesses/Schools
- Traffic Controls
- Special Patrols – Loop, Parks, Special Events, and “Hot Spot Policing” activities. (STL County Park Rangers do not patrol U City)
- Miscellaneous Assignments

GEOGRAPHIC REGIONS

- U City is divided into 7 Districts
- U City borders St. Louis City, Wellston, Pagedale, Vinita Park, Overland, Olivette, Ladue, Clayton, & Washington University



PART I CRIME COMPARISONS

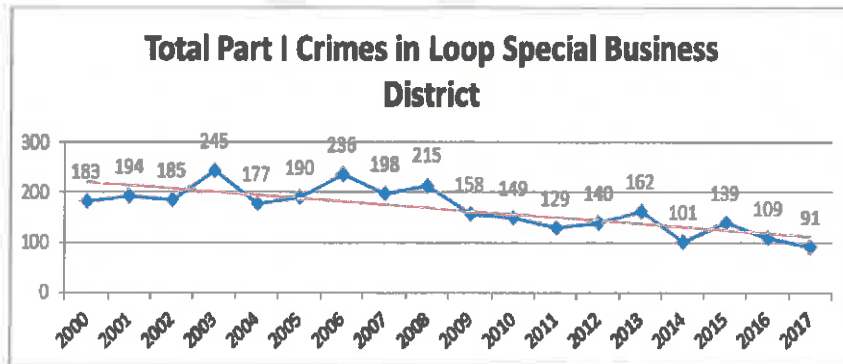
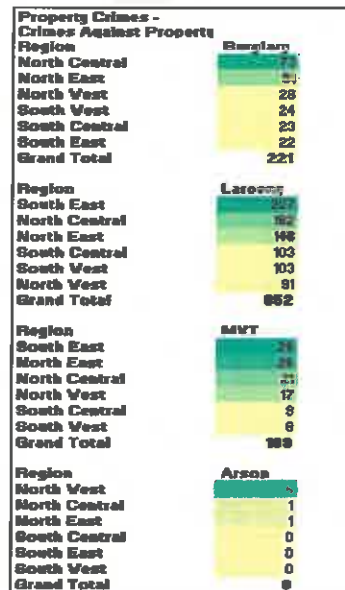
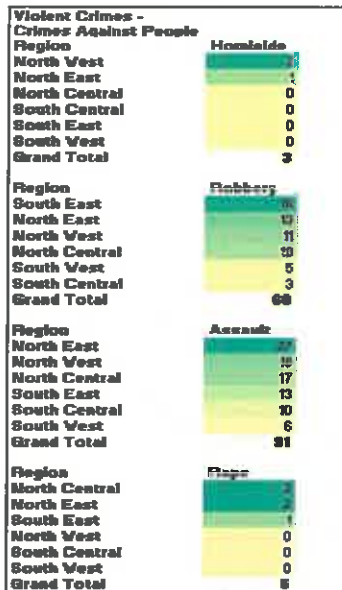
- Part I Crimes Consist of Homicide, Rape, Robbery, Aggravated Assault, Burglary, Larceny, Auto Theft, and Arson.
- U City crime stats are reported to the MO Highway State Highway Patrol and Federal Government.

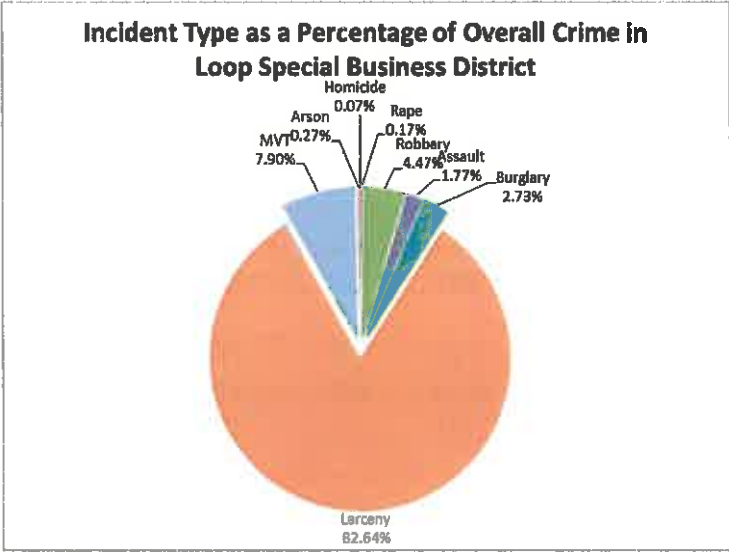
2016	1,605
2017	1,379

PART I CRIME COMPARISON - REGIONAL ANALYSIS 2017

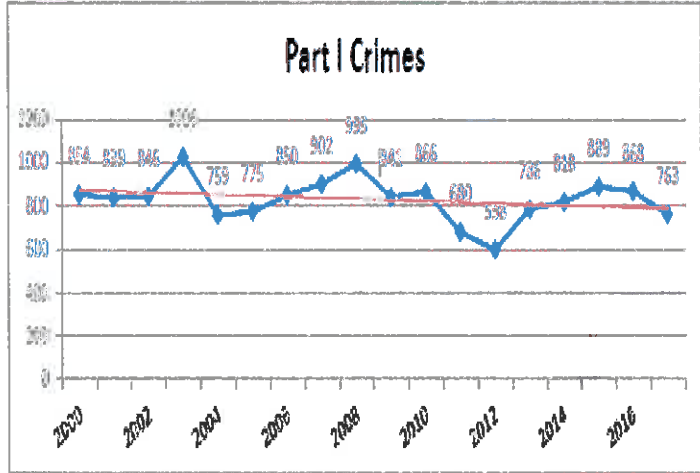
Region	District	Homicide	Rape	Arson	Assault	Larceny	MVT	Burglary	Robbery	Total
South East	2, 3	0	1	0	13	227	28	22	18	309
North Central	5	0	2	1	17	182	21	73	10	306
North East	1	1	2	1	27	146	26	51	13	267
North West	6	2	0	6	18	91	17	28	11	173
South Central	4	0	0	0	10	103	9	23	3	148
South West	7	0	0	0	6	103	8	24	5	146
Grand Total		3	5	8	91	852	109	221	60	1349

PART I CRIME COMPARISON - REGIONAL ANALYSIS 2017





TOTAL PART I CRIMES IN LOOP BUSINESS DISTRICT 2000-2017



TOTAL PART I CRIMES - WARD 3

UCPD SWOT ANALYSIS: STRENGTHS & WEAKNESSES

Strengths:

- Employees and Staff: Professional and striving towards excellence.
- Quick response time to incidents.
- Community Oriented Policing.
 - By the end of the year, citizens will be able to text emergencies to 911

Weaknesses:

- Staffing: Increasing staffing by 20 percent
- Officer Retention
- Infrastructure-Permanent Police Facility

Opportunities:

- Development of an Anti-Crime Initiative Program.
- UCPD Citizen's Academy.
- Sponsorships through the St. Louis County Municipal Police Academy.
- Collaboration-St. Louis County Police Multi-Jurisdictional Drug Task Force.

Threats:

- Reduction in staffing due to attrition.
- Reduction in grants and funding.
- Reduction in Public Safety services surrounding U City.

COMPARISONS WITH COMPATIBLE CITIES

Raytown MO
Pop. 51,776

Florissant MO
POP. 29,261

2016 Part I offenses
Ex. Burglary -230
Auto Thefts-129
Total Part I Offenses-1,584

2016 Part I offenses
Ex. Burglary-183
Auto Theft-118
Total Part I offenses-1,293

- Raytown approved an approximate 3 million dollar reduction in their Police Department which resulted in the elimination of 30 positions; 17 full-time officers and 13 support staff.
- Florissant's current staff consists of 93 officers
- Prop P funds resulted in a 10% raise for their officers and the recruitment of (2) U City officers

UNIVERSITY CITY POLICE FACILITY



The University City Police Department currently operates from a 20,000 square foot temporary modular structure that was constructed in 2016. A key objective is to obtain a permanent, state-of-the-art, police facility to effectively and efficiently operate the current and growing needs of the Police Department.

Mr. Rose stated he has asked for funding to evaluate the current annex and determine how it can potentially be used to house certain police operations; with the headquarters remaining here in the downtown area. Funding for a new police substation has been included in the Capital Improvement Program. And while the location of this substation is still yet to be determined, statistics indicate that the more severe crimes occur in the northeast section of the City.

CERTIFICATION THROUGH THE MISSOURI POLICE CHIEF'S ASSOCIATION

State Certification Program:

The Missouri Police Chiefs Charitable Foundation created the first and only Missouri-based Law Enforcement Agency Certification Program. Aspects of the program include:

- Department Authority
- Department Jurisdiction
- Purpose and Mission
- Goals and Objectives

STRATEGIC PLAN

Anti-Crime Initiative:

The University City Police Department's Anti-Crime Initiative program will allow the Police Department to improve methods of preventing crime, the fear of crime, increase police visibility, and continue efforts to develop a cohesive partnership with residents. In keeping with the core elements of the Department's community policing strategy, the Anti-Crime initiative brings together law enforcement, residents, stakeholders, other City Departments, and sister agencies to develop, implement and report on comprehensive, multi-faceted strategies, including but not limited to CPTED (Crime Prevention Through Environmental Design), to prevent and reduce the most prevalent violent crime problems in targeted neighborhoods.

6 Pillars of the President's Task Force on 21st Century Policing:

FIRST PILLAR: Build Trust and Legitimacy

- Working Together - Police Partnering with the Community (PACT)
- Through the Police, Partnering with the Community (PACT) process, you have the chance to raise any issues or concerns you might have.
- National Night Out - Approximately 1,000 attendees and 500 fingerprint kits issued

PACT - How to get involved in local policing and community safety priorities:

- Crime Prevention Meetings
- Police Focus Group Meeting
- Citizens Police Academy
- Volunteers in Police Service Program
- Online Crime Submission
- Neighborhood Watch Programs
- Community Camera Program
- Engage the community
- Set local priorities

SECOND PILLAR: Policy and Oversight

- Engage with the community
- Set local priorities
- Work together and take action
- Focused Deterrence
- Provide feedback
- **Community Outreach:**
 - Hate Crime Panel Discussion
 - Kickball with Jackson Park Elementary
 - 2017 Toy Giveaway
 - Prom Sponsorship
 - *LEO; Ladies Encouraging Others consists of female officers who support troubled youth in high school and college*
 - Coffee with Cop
 - *Next event to be held in September at Winslow's Home*
 - Prescription Pill Drop Off
 - *Medications can be dropped off at the Police Department*
 - Collaborations with University City High School

THIRD PILLAR: Technology and Social Media

Policing through Technology

- **Body-Worn and In-Car Cameras** - Body-worn cameras have quickly become a prominent part of discussions in police reform. *(Currently, demos have been installed in all vehicles.)*
- **GPS** - Global positioning devices enhance officer safety by broadcasting the locations of police fleet vehicles. *(Currently installed in all vehicles.)*
- **Gunshot Detection Technology** - Acoustic Gunshot Location Systems are designed to quickly locate a gunshot after shots are fired and alert police. This technology was designed to assist an officer's rapid response to incidents and act as a deterrent to the use of firearms.
- **License Plate Readers (LPR)** - Mobile and stationary license plate readers take images of vehicle license plates and compare them to a database of information on vehicles associated with particular crimes and offenders. *(The Department received a grant from the MO Police Chiefs for the purchase of one reader.)*
- **Handheld Fingerprint Scanners** - Police officers are now able to use portable, handheld scanners to instantly fingerprint and identify persons with criminal records.
- **Bait Cars** - Also called a decoy car, hot car or trap car is a vehicle used by law enforcement agencies to capture car thieves or persons who steal items from cars. These vehicles are modified with audio/video surveillance technology, GPS tracking, and can be remotely monitored and controlled. *(The Department is in the early stages of partnering with STLC for the use of this technology.)*

Robotics-Reconnaissance Robot

- **Throwbot** - A dumbbell-shaped robot that can be thrown into situations too dangerous for humans and transmit audio and video back to the operator. Models equipped for surveillance and bomb disposal are called the PackBot; a small, nimble robot that can be equipped with a variety of sensors. Pricing for Recon Scout units, which includes the unit itself, OCU, antenna, charging system, tether, and pelican case, starts at a base price of \$7,500 for the Throwbot and top out at \$13,000 for the XT.

Unmanned Aerial Vehicles (drones)

- The technology may enhance the ability of police to do surveillance work versus helicopters or other more traditional approaches. Drones are a transformative technology, truly enhancing how first responders carry out missions.

FOURTH PILLAR: Community Policing and Crime Reduction

U City's Chaplain Program:

- The Department's Chaplain Program is a partnership with various faith-based leaders the goal of working together to assist police and other law enforcement agencies establish a more comprehensive response during times of crisis.
- Rev. Alverta Smith and Rabbi Hershey Novak are the City's newest Chaplains.

Collaboration with Multi-Jurisdictional Task Forces

- St. Louis County Drug Task Force
- St. Louis Auto Theft Task Force
- St. Louis City Carjacking Task Force
- Mid-County Criminal Exchange Group
- Missouri Police Chiefs Association
- St. Louis Area Police Chiefs Association

Juvenile Diversion Program

- A collaborative effort with the St. Louis County Family Court. This pilot program is an effort to divert youth who commit low-level offenses from further penetrating the juvenile justice system by allowing community members to hold youth accountable and provide appropriate interventions.
- Incorporating the Juvenile Restorative Principles, a juvenile and their parents appear before a panel of four to six volunteers. Committee members warn and counsel the juvenile about their behavior with the goal of deterring them from further court involvement.

Community Action Team

- The Community Action Team (CAT) uses a two-pronged approach in responding to the concerns of citizens
- The first approach is directed patrol which uses uniformed CAT officers to respond in high crime areas of the City or areas that are experiencing specific problems. This gives a greater police presence in these areas (hotspot policing), which helps prevent crime and increases the chances of catching criminals. This approach gives the platoon commander more flexibility in responding to crime trends in the precinct ranging from speeding cars, burglaries in a neighborhood, and drug dealing on a street corner, without affecting services to the community.
- The second approach uses the expertise of the CAT Team's plainclothes/undercover officers to respond to precinct drug problems. This approach can be very effective because officers work closely with the community receiving complaints about drug houses and drug dealing. The CAT Team also investigates disorderly houses and illegal liquor and cigarette sales.

Special Operations Unit

- The Special Operations Unit (SOU) establishes a highly visible enforcement profile in an effort to prevent criminal activities along the business corridors of the City. It consists of the following units:
- Bike and Business patrol units offer a high-visibility, proactive community policing presence. Officers focus their policing efforts on the business corridors of the City and meet with local business owners, clergy, citizens, and other stakeholders in the community.
- The goal of the Traffic and Code Enforcement Unit includes serving the community by enforcing motor vehicle traffic laws, as well as reducing the number and severity of accidents within the community. This includes educational outreach and interventions relating to traffic and pedestrian safety.
- Most of the current enforcement programs are a direct response to community complaints regarding speeding and other violations. The ultimate goal includes fostering greater traffic safety for motorists, bicyclists, and pedestrians.

Mr. Rose stated dedicated Bike patrols have been included in the staffing goals for the Loop and the Olive/1-70 Development if it continues to advance. He stated the intent is to reach out to Wash U and seek a potential partnership in these efforts.

Canine Unit

- The Canine Unit is a valuable resource that consists of an on-duty canine police officer and his assigned Department canine dog. The team is available for assignments 24-hours per day. Duties include conducting building searches for hidden offenders, locating missing persons, tracking suspects who have fled the scene of a crime, performing article searches, detecting narcotics or explosives, and conducting public service canine demonstrations.

E - 1 - 12

- Rhino has been active with the Department since January of this year and the second Canine is a puppy and currently in the early stages of training.

Policing through Environmental Design:

- The basic principles of CPTED include target-hardening; (*controlling access to neighborhoods and buildings and conducting surveillance on specific areas to reduce opportunities for the occurrence of crime*), and territorial reinforcement (*increasing the sense of security in settings where people live and work through activities that encourage informal control of the environment*).

- Gas Stations

- Olive & Kingsland

- Both CPTED and community policing rely on partnerships with community, government, educational, and social agencies in order to implement crime prevention strategies. Both programs use the SARA problem-solving model as a key part of their approach

- **Scanning** - Identify the problem
- **Analysis** - Study the problem and identify possible solutions
- **Response** - Implement a custom designed response
- **Assessment** - Evaluate the action taken

Staffing Goals

- Hire 8-10 new police officers a year for the next 2-3 years. This will help to combat the attrition rate of 2-4 officers per year and fulfill our current and future staffing goals.
- Hiring will include a full-time Victim Services Ambassador to assist the part-time Victim Advocate
- The department is completing a strategic restructure to prioritize core services and ensure the services provided are effective and efficient. The reallocation of positions and development of a new organizational structure is reflective of the current and future staffing levels
- Future Staffing Goal of 92-96 Commissioned Officers.
- COPS Grant applied for last 2 years.

Mr. Rose asked Chief Hampton for the current number of officers? Chief Hampton stated currently they are approved for 79 officers.

FIFTH PILLAR: Training and Education

It is the goal of the administration that University City Police Officers are the best trained and best-equipped officers in the area. Training must be relevant and effective to meet the needs of our diverse community.

Training Summary:

- Course Count: 650
- Course Hours: 2166*
- Legal Studies: 153.50
- Interpersonal Perspectives: 232.50
- Technical Studies: 551
- Skills Development: 477
- Firearms: 236
- Racial Profiling: 86
- Officer Well-Being: 214.50

- Fair & Impartial Policing: 327
- Mental Health &
- Cognitive Impairment: 595.50
- Tactical Training: 470.50
- ❖ *Course Hours include training received that is not POST certified*

Virtual Training

- U City Officers completed several hours of virtual reality training at the St. Louis County Municipal Police Academy.
- The V-300™ is the higher standard for decision-making simulation and tactical firearms training. Five screens and a 300-degree immersive training environment ensures that time in the simulator translates into real-world survival skills.

SIXTH PILLAR: Officer Wellness and Safety

The Department realizes that health and wellness issues are important to its employees. It is the policy of this Department to assist employees in maintaining a level of fitness that will permit them to efficiently and effectively carry out their job duties.

- In-service educational programs with certified trainers
- Wellness articles
- Periodic free health screenings
- Confidential Employee Assistance Programs
- On-duty workout time (max 20 min)
- Therapy Dogs LLC.

Mr. Rose stated Council has dedicated a significant amount of funding for the creation of a Drone Program, which authorized the purchase of two Drones. And Mr. Pagano is going to provide an overview of how this program continues to evolve.

Background:

Firefighter/Paramedic, Matt Pagano, stated U City's program has been described by Lambert's Air Traffic Controllers as a model program for public safety drones. In fact, after reviewing the Department's training and maintenance records, Lambert Initiated contact with the FAA National Headquarters to encourage the issuance of Class B waivers and controlled space authorizations to operate anywhere within a 200 zone area of the airport without prior approval, zero (0) zone areas with approval, and to operate drones at night. (*U City is the first department in the nation to be awarded this type of authorization.*)

- Two training drones were purchased for officers to develop the necessary skills and licenses needed to deploy larger tactical drones.
- The Department has six licensed pilots; two per crew, and three employees in training. Employees participating in this program do so on a voluntary basis, obtaining training and licensing outside the normal scope of business.
- Standard operating procedures were drafted from guidance obtained from the UAS Integrated Pilot Program and other municipalities recognized as leaders in the industry.
- Currently, the Department utilizes a DJI-Matrice 210 Tactical Drone which carries a thermal imaging camera, a tactical zoom camera, and a hi-definition camera for mapping and still photography. The 210 RTK Tactical Drone is expected to be delivered this week. The vehicles used to carry the drones are a UAS Tahoe and a lightweight rescue truck.

- One Tactical and Training Drone will be stored at Houses 1 and 2.
- Training, inspection, and maintenance are conducted on an on-going basis to ensure drones are operational 24 hours a day, seven days a week.

Operations:

- Drones are used in coordination with pilots from the Police department, the Library, Public Works, the Parks Department, and Community Development. They can provide up-to-date data on projects, overlay CAD drawings, conformity of site plans, and detailed mapping/photographs to enhance the City's needs assessment and planning abilities.

Next Phase:

Photogrammetry; *(the use of photographs to measure and gain data)* creates detailed maps and 3D models for multiple acres of land. The Department has purchased an RTK system whose mapping and modeling software gives forensic quality reproductions of:

- Accidents, fire or crime scenes to assist in investigations
- Detailed 3D maps of public events to assist with crowd control
- The location of hazardous materials
- Training purposes; maps are being utilized at Ruth Park to provide educational programs for golfers.

(3D photographs of City of Hall and a video illustrating the features of RTK software were presented to Council.)

Future Funding Request:

A perpetual license for the BIM desktop software and one year of cloud storage/processing costs \$8,999.00 with the Department's 10% discount. Staff is recommending that the City purchase a second year of storage/process for an additional \$899.00. Costs include a two -day seminar on basic and advanced operations at BIM and a two-day, five-user seminar in U City.

Mr. Rose stated Mr. Pagano has become such an expert in this area that other jurisdictions look to him for advice and the FAA has been working with him to craft their program.

L. UNFINISHED BUSINESS

BILLS

1. **BILL 9361 - AN ORDINANCE AMENDING SCHEDULE III OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN. (Residential Permit Parking - 6600 Kingsbury.)** Bill Number 9361 was read for the second and third time.

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

Councilmember Hales acknowledged Mr. Chase, who sat through a very long Traffic Commission meeting and thank him for his patience.

Roll Call Vote Was:

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

Nays: None.

- 2. BILL 9362 - AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF UNIVERSITY CITY AND THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION PROVIDING FOR THE WESTGATE AVE IMPROVEMENTS. Bill Number 9362 was read for the second and third time.**

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

Roll Call Vote Was:

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

Nays: None.

- 3. BILL 9363 (Amended) - 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 7082. Bill Number 9363 was read for the second and third time.**

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

Mr. Rose stated he would like to clarify exactly what this legislation if approved, would achieve.

Yolanda Howze, Director of Human Resources, stated this Ordinance seeks to do the following:

1. Change the position of Human Resources Manager to Human Resources Generalist, pursuant to Civil Service Rule No. 4, Items 1-4, which states that *"The Human Resources Director shall be responsible for the development of a uniformed equitable pay plan that shall consist of minimum and maximum rates of pay for each class of position and such intermediate raise as considered necessary or equitable. After review and approval by the City Manager, the proposed pay plan shall be submitted by the City Manager to the City Council for adoption. Additionally, amendments to the pay plan may be recommended by the HR Director to the City Manager when changes in responsibilities or work classes," et cetera. "The City's financial condition or policy changes or pertinent conditions warrant such action. The City Manager shall review such recommendation and may submit them to the City Council for consideration."*
2. Change the pay plan from grade 15 for the Human Resources Manager to grade 12 for the HR Generalist position, pursuant to Civil Service Rule No. 3, Items A and B, which states, *"The Human Resources Director shall study the duties and responsibilities of each new position as it is created and based on this study allocate the position and the appropriate class for the duties performed."* As a result, the \$50,258 starting range for HR Manager will be reduced to \$44,028, for HR Generalist, resulting in a reduction of \$6,230.

3. Correct inconsistencies to ensure that the hourly rates found in Schedule A correspond with the minimum and maximum annual rates in Schedule B.

Councilmember Smotherson asked Ms. Howze if the HR Generalist would be a part of her staff? Ms. Howze stated that they would be.

Roll Call Vote Was:

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

Nays: None.

**M. NEW BUSINESS
RESOLUTIONS**

Introduced by Councilmember Carr

1. **Resolution 12 – FY18 Budget Amendment #5.** The Resolution was seconded by Councilmember Hales.

Mr. Rose highlighted the following items contained in the Amendment:

- A \$500,000 increase in Prop P funding
- A loan to the Sewer Lateral Program to cover the cost of various expenditures highlighted in the Study Session
- The recovery of revenue received from telecommunications

Voice vote on the motion to approve carried unanimously.

BILLS

Introduced by Councilmember Smotherson

2. **BILL 9364 - AN ORDINANCE AMENDING CHAPTER 505 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO STREETS, SIDEWALKS AND PUBLIC PLACES, TREES AND SHRUBS, BY ENACTING THEREIN A NEW SECTION TO BE KNOWN AS "SECTION 505.015. ESTABLISHMENT OF HONORARY STREETS."** Bill Number 9364 was read for the first time.

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)

Yvette Liebesman, 7570 Cornell Avenue, University City, MO

Ms. Liebesman stated tonight she decided to park in the side lot by the old Police Department. But prior to leaving she was informed that her car would be towed if she left it there because the parking lot was restricted to officers only. However, since there were no signs posted indicating that restriction, the City should either put a sign-up or stop towing people's cars.

Mildred Pettiford, 8333 Fullerton Avenue, University City, MO

Ms. Pettiford stated before making any comments she would first like to ask a question about the process for reading Bills under the New Business section of the agenda?

Mayor Crow stated when an Ordinance is first introduced it is read once at the initial Council meeting and then read for a second and third time at the following Council meeting. And at that time, a vote is taken.

Ms. Pettiford stated based on that explanation she would reserve her comments for the next meeting.

James Fields, 8369 Olive, University City, MO

Mr. Fields stated he is the proprietor of a new business on Olive called Devine Deli and Drop-In. And as a new business, his intent was to draw attention to the location by utilizing professional flags, which he has since learned are prohibited by City Ordinance. He stated that he had even attempted to put workhorse signs at the edge of the street only to learn that they must be within 5 feet of the property. Mr. Fields stated his problems are threefold; the property is structured in a way where you are unable to see his business from the street; the plaza does not have a marquee listing the names of businesses housed there, and there are a lot of overgrown trees blocking the view. So, while he is working to find out who owns the trees, his presence here tonight is to seek Council's reconsideration of the ability to use temporary professional flags for his business located at the intersection of Olive and Coolidge.

MaryAnn Lucas, 7414 Carleton Avenue, University City, MO

Ms. Lucas stated a recent accident resulting in her need to utilize a walker has given her a new mission; ADA accessible corners and sidewalks. She stated after a long conversation with Sinan, she learned that the City is required to make sidewalks ADA accessible when they are paved. However, since there are no accessible sidewalks from Mt. Vernon all the way up to Carleton, that must mean that her street has not been paved for the entire 36 years she's lived there, and while there has been paving from Midland to Carleton, no changes were made to the sidewalks. She stated there is also a problem with the concrete that keeps breaking off near her driveway. So she is here to ask Council; especially her 3rd Ward representatives, if they would look into this issue and do something to upgrade these corners.

Steve Glickert, 7750 Blackberry, University City, MO

Mr. Glickert stated several weeks ago, Councilmember Smotherson mentioned that he had been invited to take a tour of the 6800 and 6900 blocks of Plymouth and Julian, and challenged Council to do whatever possible to rid the neighborhood of this criminal activity. He then emphasized that no one in U City should have to live like that. Mr. Glickert stated while he thinks everyone would agree with that statement and hopes that progress is being made towards snuffing out these issues, he also has a challenge for Council, specifically with respect to Councilmembers Smotherson and Clay. That is, the condition of the alleys in the 6500 blocks of Julian, Plymouth, Avalon, Corbitt, and the 6500, 6600 and 6700 blocks of Etzel, Crest, Bartmer, and Chamberlain. Mr. Glickert stated it's obvious that neither one of these Councilmembers has toured this area, nor should they need an invitation to do so because that's a part of the deal. They have an obligation, duty, and responsibility to the citizens of the 3rd Ward, but it looks like they have completely turned their backs on them.

What you will see is rotting food, diapers, plastic bottles, boxes, mattresses, tires, construction debris, and lawn waste scattered throughout the alleys; excessive overgrowth on vacant lots, broken or missing garage doors, graffiti, collapsed garages, commercial vehicles parked in backyards, abandoned cars, wooden pallets, furniture, deteriorating fences and retaining walls, a bus parked halfway in the yard at 6700 Crest, and his personal favorite at Sutter and Etzel; a 250 square foot building that is boarded up with no roof. Two of the walls have collapsed and there are 25-foot trees growing out of the middle. So yes, he would challenge Council to get this under control and clean it up, because no one in U City should have to live like that.

P. COUNCIL COMMENTS

Councilmember Carr stated she would challenge anyone to find something written in her June or August 23rd newsletters about the CBA. Nor has she verbally interfered with anyone's right to speak or any process taking place because these are the two areas she has been cautious about providing everyone with an opportunity to partake in. Nevertheless, after the August 8th meeting she was shown a scan of a flyer that had been left on some of the cars that evening which talked about a letter. Remembering the deficit of trust comments a 3rd Ward clergy member had made the night before, she decided to go to his website and there she found a sermon where he mentioned that he and another member of the clergy had written a letter to Council. Following the link to that letter she learned that it was addressed to the Mayor, Council, and the TIF Commission, but to her knowledge, it had never been delivered to anyone. And then on Friday morning, she learned that the letter had been published in the *St. Louis American*; still undelivered to the parties it had been addressed to.

Thereafter, Councilmember Carr stated Mr. Rose, the Mayor, Councilmember Smotherson, and herself, attended a meeting with seven members of the clergy and these are the facts ascertained from that meeting:

- That a press release containing a link to the letter, a new date, and an additional name, had been made to the *St. Louis American*
- That one member had not signed the letter
- That several members had asked Ms. Washington not to release the letter and apparently, she failed to inform them that it had already been released
- That five members apologized for not discussing the issues contained in the letter with the City's administration
- That two members went to the *American* and asked them to recall the article

Councilmember Carr stated although she does not engage in petty warfare, she does believe that she should be able to tell her constituents when there is a problem. She stated she has not disinvited anyone to stay in U City, and that she had asked Mr. Rose and her fellow Councilmembers if they had received any information from Ms. Washington regarding the CBA. Their response was although they too had heard that a draft of the CBA had been sent to them, they had not received it. So, what does this look like to you? Councilmember Carr stated what it looks like to her is that someone is claiming that they've tried to engage this administration, but it has been unresponsive, turning their backs on them. No one has said no, because this administration had no knowledge this letter existed and therefore, was never given the opportunity to discuss it. So, whatever this is, it is unfortunate and a complete disconnect. Councilmember Carr stated her last newsletter actually dealt with the different tasks undertaken by City staff to ensure that outreach was being made to stakeholders.

She stated she has spent the last ten years working as an advocate for citizens and would never turn her back on somebody who asked her to sit down and talk about an issue. And those of you who have received her multi-paged emails can attest to the fact that it is simply not her nature to be unresponsive. Councilmember Carr stated while some people may not agree; she believes this City has something to celebrate. She and Councilmember Smotherson have spent countless hours trying to make sure that a community reinvestment component was included in TIF. So when you hear this kind of a spin, it's as if that 15 million dollars being reinvested in the community has no significance, and that's not fair to the many people who have worked so hard to make it happen.

She stated it has also been brought to her attention that there is an individual from her Ward claiming that she has repeatedly tried to contact Council. But to her recollection, she has only received one email from this resident several months ago which asked a question totally unrelated to the CBA. Councilmember Carr stated she has no intention of playing this I'm not responsive; I'm going to attack your integrity and you're going to attack mine game. As Mayor Crow has said on numerous occasions, "It's time to put away all of the bad feelings," and she really hopes that is the direction everyone is going. If you want to work with, or talk to, or even ask a question of Council, please feel free to contact us. And even though you may not get exactly what you want, whenever possible, her goal is to adjust things around the edges. Councilmember Carr stated this administration may have many problems, but ignoring its residents is not one of them.

Councilmember Smotherson stated first, he would like to apologize to Ms. Pettiford for not informing her about tonight's process. Second, he finds it interesting that somebody from the 2nd Ward would make statements about his service in the 3rd Ward. Because the truth of the matter is, he does travel the streets and alleys throughout his Ward on a daily basis and probably has the same list of problem areas; which can be verified by the City Manager. Unfortunately, dumping; specifically in alleys, is not isolated to U City, it's a problem throughout the entire City of St. Louis. And the minute you address one problem, the very next day another one evolves.

Councilmember Hales acknowledged that he had received and responded to an enormous amount of emails and participated in numerous conversations regarding the Olive/1-70 Development, but was never contacted by any of the people claiming to have done so with respect to the CBA. He stated the first document he received came out less than 48 hours before the TIF Commission meeting on the 21st and was dated August 1st. So he would agree with Councilmember Carr's analogy; it's kind of hard to have a dialogue when no request has been made to have one.

Councilmember Hales stated in his opinion, what happened last Thursday represented an incredible achievement that puts the City on the cusps of realizing a fantastic opportunity. So, he would like to take the time to recognize the amount of work City staff has put into these meetings and thank them for doing a magnificent job.

Councilmember Clay stated there was an article this past weekend in the online version of the *Post Dispatch* which named the top ten highest paying municipalities. And while he's sure Mr. Rose will be shocked to know that U City was not among them, there were municipalities on that list with decidedly less intricate issues than U City. He stated public service in any context is challenging, so to echo Councilmember Hales; staff has done tremendous work, but the reality is that the work, in many ways, has just begun.

Councilmember Cusick stated he would also like to jump on the bandwagon and thank staff; especially Councilmembers Smotherson and Carr, for not only starting this process but taking a lot of the heat that has come along with it. He stated based on his experience, no member of Council or staff, have ever tried to silence any voice that had something to say. And therefore believes the statements made by Ms. Washington towards Councilmember Carr were unfounded.

Councilmember Cusick stated Councilmember Carr has his support and he looks forward to working together toward the betterment of the Olive Redevelopment Project.

Mr. Rose stated in the event this TIF moves forward, he would like to assure Council that staff's intent is to continue performing significant outreach to citizens with the goal of gaining their input on how programs related to the creation of the TIF should be crafted.

Mayor Crow agreed that last Thursday was a big night for everyone. Staff did an incredible job and citizens openly shared their pros and cons about the development. However, there is a lot of work ahead, so his hope is that people will begin to stress the importance of taking the time to talk to and with each other, rather than at each other. He stated there is a need for this community to continue the dialogue which he believes was actually brought out by the TIF. Moving forward, there will be ample opportunities for citizens to voice their pros and cons, share their opinions, and more importantly, listen to each other with respect, even when they disagree. Mayor Crow then provided an overview of upcoming agenda items:

- Update of Council rules
- Structural review of the City's Boards and Commissions
- Review of outsourced ambulance service
- Plan updates on MSD's storage facilities
- Consideration of the City's relationship with Washington University

Mayor Crow noted that this past week Wash U and Clayton hit a bump in the road regarding their ability to house more students in Clayton, which may have some impact on U City. Therefore, he thinks it would be incumbent upon the City Manager and members of Council to pay attention to the Wash U relationship and think about how it can be enhanced.

Councilmember Hales moved to adjourn the meeting, it was seconded by Councilmember McMahon and the motion carried unanimously.

Q. ADJOURNMENT

Mayor Crow adjourned the City Council meeting at 8:42 p.m.



Council Agenda Item Cover

MEETING DATE: September 10, 2018

AGENDA ITEM TITLE: 2018 Supplemental Cooperation Agreement

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: Each year, the City receives an allocation of Community Development Block Grant (CDBG) funds through the St. Louis County Office of Community Development. In order to receive this fund, the City must execute the attached agreement with the Office of Community Development. The execution requires Mayor, City Attorney and City Clerk signatures, including the City's seal. This agenda item requests City Council to ratify the signatures of the Mayor, City Attorney and City Clerk.

RECOMMENDATION: The City Manager recommends City Council authorize the Mayor, City Attorney and City Clerk, to sign the 2018 Supplemental Cooperation Agreement.

ATTACHMENTS: Two copies of 2018 Supplemental Cooperation Agreement.

Steven V. Stenger
County Executive



Justin P. Carney, AICP
Director of Planning

August 15, 2018

Honorable Terry Crow
Mayor
City of University City
6801 Delmar Boulevard
Saint Louis, MO 63130

RE: FY2018 Supplemental Cooperation Agreement

Dear Mayor Crow:

Each year, your municipality receives an allocation of Community Development Block Grant (CDBG) funds through the St. Louis County Office of Community Development. CDBG funds are distributed by the U.S. Department of Housing and Urban Development (HUD) for the purpose of developing viable urban communities by providing decent housing, a suitable living environment and expanded economic opportunities, primarily for low- and moderate-income persons.

In order to receive these funds, your municipality must execute an annual Supplemental Cooperation Agreement with the Office of Community Development. Two copies of your 2018 Supplemental Cooperation Agreement are enclosed for execution. Note that execution requires that the following items be included on both copies of this agreement:

- Your wet ink signature
- Wet ink attestation by a third party
- Wet ink signature of your municipal attorney
- Date signed
- Impression of your municipal seal

Please return both executed copies to my attention **no later than Monday, October 1, 2018**. A fully executed copy will then be returned to you after the release of funds from HUD, which should occur within the next two months.

(Continued on next page)

OFFICE OF COMMUNITY DEVELOPMENT

Be advised that no activities may be placed under contract until HUD has released these funds to St. Louis County and this agreement has been returned to you. Please contact me prior to undertaking any activities described in this agreement. Failure to do so may impact the availability of these funds to your community.

Additionally, please be especially aware of your audit responsibilities as detailed in the agreement. Pursuant to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, subrecipients that receive over \$750,000 a year from all Federal sources must have financial audits prepared in compliance with 2 CFR 200.500 through 2 CFR 200.520, as well as any specific program requirements.

If you have any questions or require assistance regarding these agreements, please contact me at 314-615-8236 or Adurdello@stlouisco.com

Thank you for your attention to this matter.

Sincerely,



Alex Durdello
Community Development Specialist
Office of Community Development

Enclosures (2)

cc: Ms. Tina Charumilind, Director of Finance

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

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

NO. 2018

This Supplemental Cooperation Agreement (hereinafter referred to as the Supplemental Cooperation Agreement) 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, the United States Congress enacted the Housing and Community Development Act of 1977 (hereinafter referred to as the "Act") providing federal funds to local units of government for the purposes of developing urban communities and improving housing conditions and community services; and

Whereas, the Act allocates funds to County for the purpose of undertaking Community Development Program activities authorized in Section 105 thereof; and

Whereas, the Act recognizes that Municipality may enter into cooperation agreements with County in order to undertake community development activities with Municipality as authorized by Section 105 of the Act; and

Whereas, County and Municipality have enacted ordinances authorizing their chief executive officers to execute a Municipal Housing and Community Development Cooperation Agreement dated the 18th day of September, 2014, (hereinafter referred to as the "Cooperation Agreement") and Supplemental Cooperation Agreements; and

Whereas, the provisions of Section 70.210 to Section 70.320 R.S.Mo. inclusive empower municipalities or political subdivisions to contract with each other for a common service and Section 2.180 of the 1968 County Charter provides that the County Council may, by ordinance, authorize contracts between County and an incorporated area for a common service; and

Whereas, certain provisions of this Supplemental Cooperation Agreement are intended to amend the Municipal Housing and Community Development Cooperation Agreement previously entered into for the purpose of conforming with HUD requirements, and

Whereas, County and Municipality desire to undertake a cooperative Community Development Program in accordance with the Act;

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

I. County and Municipality hereby agree to cooperate in the undertaking or assist in the undertaking of essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing as set forth in Exhibit A, "Budget and Scope of Program," attached hereto and made a part hereof. Such activities are to be carried out by Municipality in accordance with County's Community Development Plan and Housing Assistance Plan as submitted to HUD in County's Annual Consolidated Plan for Community Development Block Grant (CDBG), HOME, and Emergency Shelter Grant Programs. The community development activities authorized by the Act and outlined in County's Consolidated Plan will be carried out through funds received as a result of the Act and made available to Municipality by County for the purpose of undertaking community development programs. The community development activities to be undertaken by Municipality as set forth in Exhibit A will be performed in accordance with the terms and conditions of the Cooperation Agreement, the Supplemental Cooperation Agreement, and the Subrecipient Policies and Procedures Manual, and may be governed by additional amendments, if any, executed by County and Municipality. This Agreement shall remain in effect without terminating during any time Municipality has CDBG Funds under Contract, including Program Income, as defined by 24 CFR 570 et seq.

ii. Changes in the subprograms and activities as described in Exhibit A may be requested from time to time by either County or Municipality and if mutually agreed upon by and between County and Municipality shall be incorporated by written amendment(s) to the Supplemental Cooperation Agreement. County and Municipality acknowledge and agree that the budget line item "accounts" described in Exhibit A of this Agreement are estimates only and, therefore, the County shall, when necessary, transfer funds between "accounts" without the execution of an amendment to the Supplemental Cooperation Agreement in order to process municipal payment requests.

III. Municipality agrees that it will contractually obligate funds within twelve months of the executed date of this Supplemental Cooperation Agreement. Funds not contractually obligated as stipulated may be recaptured by County, unless an extension of time has been specifically requested in writing by Municipality and approved in writing by County.

IV. Municipality further agrees to abide by the provisions of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to wit:

A. Municipality agrees to abide by the provisions of 2 CFR 200.100 through 200.345 and 2 CFR 200.400 through 200.415, if applicable.

B. Municipality agrees to have an audit made in accordance with 2 CFR 200.500 through 2 CFR 200.520 if total federal grants spent during the fiscal year exceed \$750,000. If total federal grants spent during the fiscal year are less than \$750,000, Municipality shall be exempt from compliance with 2 CFR 200.500 through 2 CFR 200.520 and other federal audit requirements prescribed by state and local law or regulation. Nothing above exempts the Municipality from maintaining records of federal grant expenditures or from providing access to such records to federal agencies.

C. Municipality shall provide a copy of the audit report to the County within 30 days of the completion date of the audit.

V. Municipality agrees to comply with the following provisions as required by 24 CFR 570.503(b), to wit:

A. Municipality agrees to maintain and submit to County such records and reports as requested and specified by County in order to assist County in meeting its record keeping and reporting requirements.

B. Municipality shall inform County of any and all income generated as the result of a CDBG-funded activity. All such program income shall be returned to County. Program income generated by all Rehabilitation of Private Properties Activities will be used by County for grants and/or expenses related to CDBG Rehabilitation of Private Properties Activities administered or undertaken by County. Municipalities that have County-approved revolving loan funds for Rehabilitation of Private Properties Activities will automatically have program income funds reallocated to aforesaid loan programs. All program income that is generated by non-Rehabilitation of Private Properties Activities will be reallocated by Supplemental Agreement Amendments to Municipality for eligible CDBG activities in accordance with all CDBG requirements as may then apply, and any requirements of the Cooperation Agreement as are applicable.

C. Municipality shall comply with applicable administrative requirements as described in 570.502.

D. Municipality shall comply with Subpart K of 24 CFR 570 et seq., specifically Sections 570.600 through 570.612, except for the exceptions noted in the regulations, being the Municipality does not assume County's environmental responsibilities under 570.604 and Municipality does not assume County's responsibility for initiating the review process under Executive Order 12372.

E. Municipality agrees that any real property under Municipality's control that was acquired or improved in whole or in part with CDBG funds (1) is used to meet one of the national objectives in 570.208 until five years after expiration of this Agreement, or such longer period of time as determined appropriate by County, or (2) is disposed of in a manner which results in the County being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

VI. Municipality shall comply with Subpart B of 24 CFR part 135 and shall comply with all applicable goals for the utilization of small and disadvantaged businesses in contracting activities of Section 3-covered projects as described in the aforementioned Subpart B.

VII. In accordance with 24 CFR 85.43, suspension or termination of this Agreement may occur if Municipality materially fails to comply with any term of this Agreement of the award of CDBG funds. The Agreement may also be terminated for convenience in accordance with 24 CFR 85.44.

VIII. Municipality certifies that the Community Development Block Grant Program stipulated in Exhibit A gives maximum feasible priority to activities which benefit low or moderate income families, aid in the prevention or elimination of slums or blight, or are an urgent community development need, but that not less than seventy (70%) of funds received shall be used for activities that benefit low- and moderate-income persons.

IX. Municipality certifies that it affirmatively furthers fair housing by having enacted a municipal fair housing ordinance and that this fair housing ordinance has a mechanism for enforcement such as a Human Relations Commission.

X. County hereby certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and

XI. County certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

XII. County certifies that to the best of its knowledge and belief:

A. No federally appropriated funds have been paid or will be paid by or on behalf of it to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

C. It will require that the language of paragraph XI of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

XIII. County certifies that it will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs, and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A;

D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the grant, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

E. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph D(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph D(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A through F.

XIV. County certifies that it is following:

A. A current Consolidated Plan which has been approved by HUD in accordance with Section 105 of the Cranston-Gonzales National Housing Affordability Act; or

B. A housing assistance plan which was approved by HUD during the 180-day period beginning November 28, 1990, or during such longer period as may be prescribed by the Secretary of HUD in any case for good cause.

MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT
SUPPLEMENTAL COOPERATION AGREEMENT

NO.2018

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: _____

By: _____

Title: _____

Title: Director, Department of Planning

Attest:

Approved:

By: _____

By: _____

Title: _____

Title: Director, Community Development

Approved as to Legal Form:

Municipal Attorney

Affix Municipal Seal Here

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.

By: _____

Title: Community Development Accounting Supervisor

Approved: _____

Title: Community Development Manager

MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT
SUPPLEMENTAL COOPERATION AGREEMENT

NO. 2018

BUDGET AND SCOPE OF PROGRAM

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

HUD Activity Title: Rehabilitation of Private Properties HUD Matrix Code: 14A

Fund:	Department:	Division:	Section:	Object:
<u>4550</u>	<u>2500</u>	<u>2580</u>	<u>4109</u>	<u>657110</u>

Grant:	Program:	Activity:	Location:	Project:
<u>NB808</u>	<u>NR25</u>	<u>NHP25</u>	<u>0000</u>	<u>NB808</u>

Description: The primary objective of this activity is to provide assistance to low- and moderate-income residents who are below 80% of the median area income. Assistance will be provided in the form of forgivable loans, which will be used to abate residential housing deficiencies.

Amount: \$ 103,400.00

HUD Activity Title: _____ HUD Matrix Code: _____

Fund:	Department:	Division:	Section:	Object:
_____	_____	_____	_____	_____

Grant:	Program:	Activity:	Location:	Project:
_____	_____	_____	_____	_____

Description: _____

Amount: \$ _____

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

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

NO. 2018

This Supplemental Cooperation Agreement (hereinafter referred to as the Supplemental Cooperation Agreement) 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, the United States Congress enacted the Housing and Community Development Act of 1977 (hereinafter referred to as the "Act") providing federal funds to local units of government for the purposes of developing urban communities and improving housing conditions and community services; and

Whereas, the Act allocates funds to County for the purpose of undertaking Community Development Program activities authorized in Section 105 thereof; and

Whereas, the Act recognizes that Municipality may enter into cooperation agreements with County in order to undertake community development activities with Municipality as authorized by Section 105 of the Act; and

Whereas, County and Municipality have enacted ordinances authorizing their chief executive officers to execute a Municipal Housing and Community Development Cooperation Agreement dated the 18th day of September, 2014, (hereinafter referred to as the "Cooperation Agreement") and Supplemental Cooperation Agreements; and

Whereas, the provisions of Section 70.210 to Section 70.320 R.S.Mo. inclusive empower municipalities or political subdivisions to contract with each other for a common service and Section 2.180 of the 1968 County Charter provides that the County Council may, by ordinance, authorize contracts between County and an incorporated area for a common service; and

Whereas, certain provisions of this Supplemental Cooperation Agreement are intended to amend the Municipal Housing and Community Development Cooperation Agreement previously entered into for the purpose of conforming with HUD requirements; and

Whereas, County and Municipality desire to undertake a cooperative Community Development Program in accordance with the Act;

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

i. County and Municipality hereby agree to cooperate in the undertaking or assist in the undertaking of essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing as set forth in Exhibit A, "Budget and Scope of Program," attached hereto and made a part hereof. Such activities are to be carried out by Municipality in accordance with County's Community Development Plan and Housing Assistance Plan as submitted to HUD in County's Annual Consolidated Plan for Community Development Block Grant (CDBG), HOME, and Emergency Shelter Grant Programs. The community development activities authorized by the Act and outlined in County's Consolidated Plan will be carried out through funds received as a result of the Act and made available to Municipality by County for the purpose of undertaking community development programs. The community development activities to be undertaken by Municipality as set forth in Exhibit A will be performed in accordance with the terms and conditions of the Cooperation Agreement, the Supplemental Cooperation Agreement, and the Subrecipient Policies and Procedures Manual, and may be governed by additional amendments, if any, executed by County and Municipality. This Agreement shall remain in effect without terminating during any time Municipality has CDBG Funds under Contract, including Program Income, as defined by 24 CFR 570 et seq.

II. Changes in the subprograms and activities as described in Exhibit A may be requested from time to time by either County or Municipality and if mutually agreed upon by and between County and Municipality shall be incorporated by written amendment(s) to the Supplemental Cooperation Agreement. County and Municipality acknowledge and agree that the budget line item "accounts" described in Exhibit A of this Agreement are estimates only and, therefore, the County shall, when necessary, transfer funds between "accounts" without the execution of an amendment to the Supplemental Cooperation Agreement in order to process municipal payment requests.

III. Municipality agrees that it will contractually obligate funds within twelve months of the executed date of this Supplemental Cooperation Agreement. Funds not contractually obligated as stipulated may be recaptured by County, unless an extension of time has been specifically requested in writing by Municipality and approved in writing by County.

IV. Municipality further agrees to abide by the provisions of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to wit:

A. Municipality agrees to abide by the provisions of 2 CFR 200.100 through 200.345 and 2 CFR 200.400 through 200.415, if applicable.

B. Municipality agrees to have an audit made in accordance with 2 CFR 200.500 through 2 CFR 200.520 if total federal grants spent during the fiscal year exceed \$750,000. If total federal grants spent during the fiscal year are less than \$750,000, Municipality shall be exempt from compliance with 2 CFR 200.500 through 2 CFR 200.520 and other federal audit requirements prescribed by state and local law or regulation. Nothing above exempts the Municipality from maintaining records of federal grant expenditures or from providing access to such records to federal agencies.

C. Municipality shall provide a copy of the audit report to the County within 30 days of the completion date of the audit.

V. Municipality agrees to comply with the following provisions as required by 24 CFR 570.503(b), to wit:

A. Municipality agrees to maintain and submit to County such records and reports as requested and specified by County in order to assist County in meeting its record keeping and reporting requirements.

B. Municipality shall inform County of any and all income generated as the result of a CDBG-funded activity. All such program income shall be returned to County. Program income generated by all Rehabilitation of Private Properties Activities will be used by County for grants and/or expenses related to CDBG Rehabilitation of Private Properties Activities administered or undertaken by County. Municipalities that have County-approved revolving loan funds for Rehabilitation of Private Properties Activities will automatically have program income funds reallocated to aforesaid loan programs. All program income that is generated by non-Rehabilitation of Private Properties Activities will be reallocated by Supplemental Agreement Amendments to Municipality for eligible CDBG activities in accordance with all CDBG requirements as may then apply, and any requirements of the Cooperation Agreement as are applicable.

C. Municipality shall comply with applicable administrative requirements as described in 570.502.

D. Municipality shall comply with Subpart K of 24 CFR 570 et seq., specifically Sections 570.600 through 570.612, except for the exceptions noted in the regulations, being the Municipality does not assume County's environmental responsibilities under 570.604 and Municipality does not assume County's responsibility for initiating the review process under Executive Order 12372.

E. Municipality agrees that any real property under Municipality's control that was acquired or improved in whole or in part with CDBG funds (1) is used to meet one of the national objectives in 570.208 until five years after expiration of this Agreement, or such longer period of time as determined appropriate by County; or (2) is disposed of in a manner which results in the County being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

VI. Municipality shall comply with Subpart B of 24 CFR part 135 and shall comply with all applicable goals for the utilization of small and disadvantaged businesses in contracting activities of Section 3-covered projects as described in the aforementioned Subpart B.

VII. In accordance with 24 CFR 85.43, suspension or termination of this Agreement may occur if Municipality materially fails to comply with any term of this Agreement of the award of CDBG funds. The Agreement may also be terminated for convenience in accordance with 24 CFR 85.44.

VIII. Municipality certifies that the Community Development Block Grant Program stipulated in Exhibit A gives maximum feasible priority to activities which benefit low or moderate income families, aid in the prevention or elimination of slums or blight, or are an urgent community development need, but that not less than seventy (70%) of funds received shall be used for activities that benefit low- and moderate-income persons.

IX. Municipality certifies that it affirmatively furthers fair housing by having enacted a municipal fair housing ordinance and that this fair housing ordinance has a mechanism for enforcement such as a Human Relations Commission.

X. County hereby certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

XI. County certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

XII. County certifies that to the best of its knowledge and belief:

A. No federally appropriated funds have been paid or will be paid by or on behalf of it to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

C. It will require that the language of paragraph XI of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

XIII. County certifies that it will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A;

D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the grant, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

E. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph D(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph D(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A through F.

XIV. County certifies that it is following:

A. A current Consolidated Plan which has been approved by HUD in accordance with Section 105 of the Cranston-Gonzales National Housing Affordability Act; or

B. A housing assistance plan which was approved by HUD during the 180-day period beginning November 28, 1990, or during such longer period as may be prescribed by the Secretary of HUD in any case for good cause.

MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT
SUPPLEMENTAL COOPERATION AGREEMENT

NO.2018

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: _____

By: _____

Title: _____

Title: Director, Department of Planning

Attest:

Approved:

By: _____

By: _____

Title: _____

Title: Director, Community Development

Approved as to Legal Form:

Municipal Attorney

Affix Municipal Seal Here

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.

By: _____

Title: Community Development Accounting Supervisor

Approved: _____

Title: Community Development Manager

MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT
SUPPLEMENTAL COOPERATION AGREEMENT

NO. 2018

BUDGET AND SCOPE OF PROGRAM

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

HUD Activity Title: Rehabilitation of Private Properties HUD Matrix Code: 14A

Fund:	Department:	Division:	Section:	Object:
<u>4550</u>	<u>2500</u>	<u>2580</u>	<u>4109</u>	<u>657110</u>

Grant:	Program:	Activity:	Location:	Project:
<u>NB808</u>	<u>NR25</u>	<u>NHP25</u>	<u>0000</u>	<u>NB808</u>

Description: The primary objective of this activity is to provide assistance to low- and moderate-income residents who are below 80% of the median area income. Assistance will be provided in the form of forgivable loans, which will be used to abate residential housing deficiencies.

Amount: \$ 103,400.00

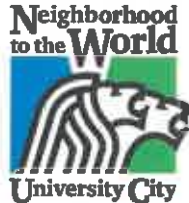
HUD Activity Title: _____ HUD Matrix Code: _____

Fund:	Department:	Division:	Section:	Object:
_____	_____	_____	_____	_____

Grant:	Program:	Activity:	Location:	Project:
_____	_____	_____	_____	_____

Description: _____

Amount: \$ _____



Council Agenda Item Cover

MEETING DATE: September 10, 2018

AGENDA ITEM TITLE: Computer Program for City Wide Drone Operation

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

One time computer program and training purchase to be utilized by all City departments such as Police (forensics photography and documentation), Fire (target building mapping and fire investigation), community development (site plan overview with precise measuring and overlay of progress), Parks (scaling and measuring of projects with ability to assist in precise ordering of materials needed), Golf course (3d rendering of each hole with accurate measurement per hole) including topography layouts that can be used by all departments.

RECOMMENDATION:

Recommended by the City Manager to purchase @ \$16,000 from the General Fund Reserve, the program and training of City employees to learn and use the program to its fullest extent.

ATTACHMENTS:

Quote from Pix 4D for the program, training and shared Cloud storage for the City.



Pix4D Inc
 201 Mission Street, Suite 560
 San Francisco CA 94105 - USA
 pix4d.com - us.sales@pix4d.com -
 +1.415.766.0503
 Federal Tax ID: 47-2957621

QUOTATION

Quotation number:	201808-Q-D-US-001478
Date:	23 August 2018
Issuer:	Pix4D Inc
Pix4D contact:	Chris Dobel
Country:	United States
Client:	Company usage City of University City 6801 Delmar Boulevard University City, MO 63130 ATTN: Matt Pagano

Product	Amount	Currency	Cost
Pix4Dbim - Perpetual license	1	USD	9900.00
2-day on-site Training	1	USD	5000.00
Pix4Dbim, Support & Upgrade - 1-year extension (before expiry)	1	USD	990.00
10% Public Safety Discount	1	USD	-1539.00
Sub total		USD	14301.00
Sales tax - 0.0%		USD	0.00
Grand total		USD	14301.00

This purchase includes the first two years of support and upgrades (S&U); after the second year, it is optional to renew S&U annually for \$990.00 before S&U expires, otherwise, the cost becomes \$1485.00 should S&U expire for any amount of time; 2-day on-site training will be scheduled after having received payment, I will put you in contact with our trainers for scheduling that; please direct any questions to chris.dobel@pix4d.com

The products included in this document will be available upon reception of your wire transfer.

Document valid for 30 days

This order is subject to the below terms, which you expressly accept without reservations:

- For the provision of Pix4D Cloud services: Pix4D Cloud Terms Of Service - <https://pix4d.com/cloud-terms-of-service/>
- Educational/Non-Commercial declaration of use: Educational/Non-Commercial declaration of use - <https://pix4d.com/product/education-solutions/declaration-of-use>
- For the terms governing the sales of Pix4D license and hardware: Pix4D Terms Of Sale - <https://pix4d.com/terms-of-sale/>
- For the processing of your personal data: Pix4D Privacy Policy - <https://pix4d.com/privacy/>
- Only in case of crane camera rental: Pix4D Crane Camera Rental Terms - <https://pix4d.com/crane-camera-terms-of-rental>
- Only for certification: Pix4D Honor code - <https://pix4d.com/training-certification/code-honor>
- For the use of our software: Pix4D End User License Agreement (Software EULA) - <https://pix4d.com/legal/pix4d-software-eula/>

For your reference, all terms may be found on <https://pix4d.com/> in printable format. Should you have any questions or queries regarding applicable terms, please contact legal@pix4d.com.



SEP 26

OKC

Pix4D User Workshop - ~~San Francisco~~

by Pix4D

\$595 - \$995

Pix4D User Workshop - ~~San Francisco~~
Wed, Sep 26, 2018, 8:30 AM

TICKETS

14,301
\$595 - \$995

\$ 15,296
+ travel
expense



DATE AND TIME

Wed, Sep 26, 2018, 8:30 AM

[Add to Calendar](#)



LOCATION

201 Mission Street
Second Floor Training Room
San Francisco, CA 94105

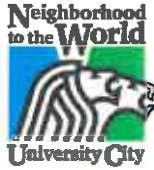
[View Map](#)



REFUND POLICY

No Refunds

J-2-4



Council Agenda Item Cover

MEETING DATE: September 10, 2018

AGENDA ITEM TITLE: Tea Room Demolition Contract Approval – Olive-Midland intersection

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The referenced University City-owned building (formerly Tea Room) at 7315 Olive Blvd. is in deteriorated condition, currently not considered safe for entry and interior examination by public.

On the site there are also sculptures placed originally as part of a project by Washington University School of Architecture.

Staff solicited for bids to remove the building and sculptures from the site. A tabulation of the bid results is attached to this submittal. Staff has also consulted with the relevant department of Washington University to gauge any interest in the recovery and repossession of the sculptures or their construction materials. There has not been any expressed interest in the recovery and repossession as of the date of this submittal.

Historic Preservation Commission considered this matter in their regular August meeting and provided a recommendation. A summary of the discussion and recommendation are attached to this submittal.

RECOMMENDATION:

City Manager recommends a contract award to Z & L Wrecking Co. in the amount of \$18,500 for demolition of the building and removal of the sculptures from the site at Olive-Midland intersection NW corner at 7315 Olive Blvd.

ATTACHMENTS:

1. Tabulation of bid results for removal work,
2. Summary of the discussion and recommendation – Historic Preservation Commission



**City Of University City
Public Works Department**

Bid Tabulation

Project: 1396 - Tea House Demolition

Date: 3 August 2018

The City reserves the right to reject any and all bids. This listing does not constitute a contract award.

Company Name	Description			Total Bid Amount
	Mobilization	Demo of building and removal of artwork	Grading and seeding	
Aalco Wrecking Co., Inc.	750	20970	750	22470
Z & L Wrecking Co.	2500	11000	5000	18500

Sinan Alpaslan

From: Sinan Alpaslan
Sent: Friday, August 17, 2018 12:20 PM
To: Gregory Rose; Rosalind Williams
Subject: Historic Preservation Commission consideration

Gregory – yesterday evening Rosalind and I represented the demolition of the Tea Room at 7315 Olive Blvd. at the Historic Preservation Commission (HPC) meeting. The presentation with the Commission focused on our request, as well as seeking ideas from the Commission on how the art pieces on the land could be handled. The Commission asserted the historical significance of the building, but recognized its current dilapidated condition that would also be unsafe for its surroundings. Another focus area was what economic development opportunity the property would provide and Rosalind helped with explaining that sound, walkable, livable redevelopment proposals would be best fit for the Olive Blvd. Corridor, to the best of our knowledge, which in my opinion, was a fair representation of the need to demolish the building to also spur a new dynamic for redevelopment. Although the Commission heard that the staff's proposal was to clear the building, as well as the art installations in the adjacent lot, the review of the Commission mostly focused on the building.

The staff didn't commit to an interior structural evaluation of the building as suggested by one Commissioner and I mostly raised the argument that from an exterior examination of the building it would be determined with certain confidence that the building condition is rapidly getting out of a range of feasible spending for historic rehabilitation/remodeling, if not already infeasible. The Commissioner continued by stating that the City needed to put a tarp over the building structure to prevent further deterioration.

Travis Gude, an attendee, who was also present at the Monday's Council meeting, put forward an idea and showed the Commissioners a picture of it on his smartphone for rehabilitation of the building to serve a particular community purpose but the Commission or staff doesn't have its details as for funding or schedule. A resident of Purdue Ave. in University City spoke about his support for the demolition of the building, which could enable consideration of the cleared land for other uses, one of which, in his opinion, as a new Police precinct. Another resident spoke against the demolition of the building and in favor of preservation of it.

The Commission moved to advise postponement of the demolition project for 90 days to determine if a feasible redevelopment proposal keeping the building to fit within walkable, livable neighborhood standards along Olive Blvd. would be submitted for consideration and in the meantime post reasonable notice that unless the redevelopment proposal is submitted in 90 days as above stated, the building will be slated for demolition at the end of that time period.

Rosalind, please revise as needed and I will be prepared to discuss at the Tuesday's Dev. Group meeting, as you deem appropriate, and in the meantime reach out to Washington University School of Architecture to see if they want to pick up the art pieces.

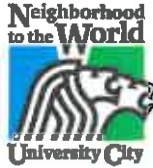


"Service Worth Repeating"

Sinan Alpaslan, P.E.

Director
Public Works-Parks Department
City of University City
6801 Delmar Boulevard, University City, MO 63130
P: 314.505.8572 | F: 314.862.0694
www.ucitymo.org

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Council Agenda Item Cover

MEETING DATE: September 10, 2018

AGENDA ITEM TITLE: Honorary Street Name Designation – 8200 block of Paramount Dr.

AGENDA SECTION: Unfinished Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The Traffic Commission reviewed a request for a street name change to Paramount Dr. in September of 2017. The sitting Traffic Commission decided that a complete street name change would be problematic for the residents in the area and asked that staff research other alternatives for naming a street in recognition of a significant party. After some research on what other cities were doing to recognize individuals, staff concentrated on the idea of Honorary Street Name implementation.

The Honorary Street Name Implementation would leave the standard street name sign in place and the honorary sign would accompany the standard sign in a different decorative appearance.

After further review and conversations with emergency departments staff recommended to Traffic Commission that it would be best to explore other options of recognizing significant parties. The decision was made because of possible errors in emergency response that could be caused by the street name change and there being two signs referencing the street.

Staff has drafted an ordinance for an “Honorary Street Name Change” (attached) for Council consideration.

RECOMMENDATION:

City Manager does not recommend enacting the “Honorary Street Name Designation” proposed ordinance due to concerns for possible delays in emergency response. Other options for honoring community members can be explored by staff such as street intersection monuments.

ATTACHMENTS:

- Bill amending Chapter 500 – STREETS, SIDEWALKS AND PUBLIC PLACES, TREES AND SHRUBS
- Staff Reports to Traffic Commission

INTRODUCED BY:

DATE:

BILL NO.: 9364

ORDINANCE NO.:

AN ORDINANCE AMENDING CHAPTER 505 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO STREETS, SIDEWALKS AND PUBLIC PLACES, TREES AND SHRUBS, BY ENACTING THEREIN A NEW SECTION TO BE KNOWN AS "SECTION 505.015. ESTABLISHMENT OF HONORARY STREETS."

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

Section 1. Chapter 505 of the University City Municipal Code, relating to streets, sidewalks and public places, and trees and shrubs, is hereby amended by enacting therein a new section to be known as "Section 505.015. Establishment of Honorary Streets," which shall read as follows:

Section 505.015. Establishment of Honorary Streets.

A. Individuals or groups that have distinguished themselves by significant contributions to the City, state, nation, or world may be honored through an honorary-street designation. The City Council may establish an honorary street by ordinance. The honorary street must be a City public street.

B. An application to establish an honorary street may be made. Any application shall be submitted to the Traffic Commission and include the following:

1. Name of the individual(s) or group(s) requesting establishment of the honorary street;
2. Location of the proposed honorary street, including total length of the street to be affected and bounding streets or other boundaries;
3. Number of parcels of real estate affected;
4. Number of residential, commercial, and industrial uses affected;
5. Proposed honorary street name;
6. Reason(s) for the honorary designation and biography of the individual(s) or group(s) to be honored;
7. A petition signed by at least one owner of record for each parcel of real estate constituting in excess of seventy-five percent (75%) of the parcels of real estate adjacent to the street involved; and

8. A statement of the estimated cost to manufacture and install the honorary street signs from the Department of Public Works. The applicant shall deposit funds sufficient to cover the estimated cost to manufacture and install the honorary street signs, which shall be refunded to the extent not used.

C. The Traffic Commission may make a recommendation to the City Council on the application.

D. The honorary street signs shall be installed by the Department of Public Works. If an application was made, the applicant shall be responsible for paying all costs to manufacture and install the honorary street signs.

E. The City public street shall retain its official name and legal status, and the honorary street designation shall not result in a change of street addresses.

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

PASSED and ADOPTED this ____ day of ____, 2018.

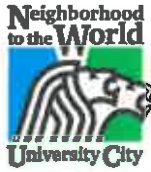
MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Department of Public Works and Parks

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

STAFF REPORT

MEETING DATE: September 13, 2017
APPLICANT: Mildred Pettitford – 12179 Red Lion Drive, Florissant MO.
Location: Paramount Drive 82nd Blvd to The City of Life Christian Church
Request: Street Name Change
Attachments: Traffic Request Form

Existing Conditions:

Paramount Avenue



Request:

The request for a street name change of Paramount Drive to Rev. Joe L Middleton Ln

Conclusion/Recommendation:

It is recommended that the Traffic Commission review the request to determine the next steps in the process and determine the petition area.

Attached – Street Name Change Procedure

TRAFFIC REQUEST FORM

LOCATION OF REQUEST

8200 block of Paramount Dr., University City, MO 63132

STATE THE NATURE OF YOUR REQUEST:

To rename the public street Paramount Dr to Rev. Joe L Middleton Ln

WHAT ACTION ARE YOU REQUESTING THE CITY TO TAKE CONCERNING YOUR REQUEST?

To initiate the renaming of Paramount Dr to Rev. Joe L Middleton Ln by submitting a request at the September 13, 2017 Traffic Commission meeting.

WHAT IMPACT WOULD THE ACTION HAVE ON ANY ADJACENT RESIDENTS OR STREETS?

Paramount Dr is a short, one block street located in the Third Ward (see map). Paramount Dr runs out at the entrance of The City of Life Christian Church's rear parking lot. The renaming of the entire street does not pose any problems and would have minimal impacts on the property owners. There are no businesses or commercial properties on Paramount Dr. These property owners will be provided notification of the proposed name change by signature on the Petition for Change of Street Name.

NOTE: The Public Works Department staff will review this request and, if warranted, this matter will appear as an agenda item for a traffic commission meeting. If a meeting is held, you will be encouraged to attend so that you may state your concerns.

NAME: Mildred Pettiford
ADDRESS: 12179 Red Lion Drive, Florissant, MO 63033
PHONE (HOME): 314-355-2825 **PHONE (WORK):** 314-885-6709
Date: July 26, 2017

Please return completed form to the Traffic Commission Staff Liaison, at the Public Works Department, 3rd floor of the City Hall. Or, by mail/fax:

Mr. Errol Tate
c/o Public Works Department
6801 Delmar Blvd.
University City, MO 63130
(314) 862-6767
(314) 862-0694 (fax)

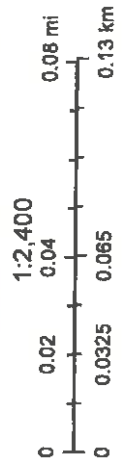
St. Louis County Parcel Map



June 8, 2017

Parcel Selected

■ Sales (Last 2 Years)





THE SCHOOL DISTRICT OF
UNIVERSITY CITY

Transform the Life of Every Student Every Day!

Sharonica L. Hardin-Bartley, PhD, PHR

Superintendent of Schools

Ronald E. McNair Administration Building

8136 Groby Road

University City, MO 63130

(314) 290-4002

shardin@ucityschools.org

August 4, 2017

University City Traffic Commission
6801 Delmar Blvd.
University City, MO 63130

Dear University City Traffic Commission:

I'm writing to support a proposed request to change the street name of Paramount Drive to Middleton Drive, in honor of Pastor Joe Louis Middleton of The City of Life Christian Church.

Pastor Middleton has been a staple in the community for the past 25 years and has built a diverse following in University City. He is open, caring and robust in his interactions with all people and has a calming spirit that is evident upon your first interaction.

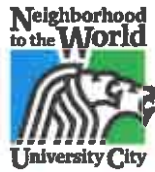
Pastor Middleton and his wife, First Lady Doris Lee Middleton, have partnered with the School District of University City for many years, providing much needed support for our students and their families.

It would be a pleasure to have a street named after Pastor Joe Louis Middleton who gives so much to the community that he loves and serves.

Best Regards,

Sharonica Hardin-Bartley, PhD, PHR

Superintendent of Schools



Department of Public Works and Parks

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-

8560, Fax: (314) 862-0694

STAFF REPORT

MEETING DATE: July 11, 2018
APPLICANT: Mildred Pettitford – 12179 Red Lion Drive, Florissant MO
Location: Paramount Drive 82nd Blvd to "The City of Life Christian Church"
Request: Honorary Street Name
Attachments: Traffic Request Form

Existing Conditions:

Paramount Avenue

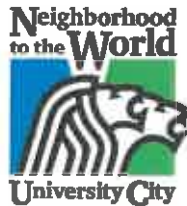


Request:

The request for an honorary street name in addition to Paramount Drive to name it Rev. Joe L Middleton Ln.

Conclusion/Recommendation:

In regards to the request to permanently change the name of a city street in recognition of a community member staff has researched another alternative other than completely changing a street name this decision came about from research and discussions with the traffic commission and the current requestors. Staff has instead recommended the adoption of a new ordinance that would allow co-naming the requested street(s) this method would be labeled as an "Honorary Street Name", the existing street name will remain and the honorary signs will accompany the original street name. With consultation with the City's emergency staff, City staff recommends the traffic commission object to street name changes and recommend the requestor(s) to explore other options of recognition.



Council Agenda Item Cover

MEETING DATE: September 10, 2018

AGENDA ITEM TITLE: Resolution 2018-13 - A Resolution Approving A Rights-Of-Way Use Agreement And Settlement With Extenet Systems, Inc.

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

See Attachments

ATTACHMENTS:

- Resolution 2018-13
- Exhibit A – ExteNet Systems, Inc. ROW Use Agreement

RESOLUTION 2018 - 13

**A RESOLUTION APPROVING A RIGHTS-OF-WAY USE AGREEMENT
AND SETTLEMENT WITH EXTENET SYSTEMS, INC.**

WHEREAS, ExteNet Systems, Inc. (the “Licensee”) 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; 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 Licensee’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 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 as well as use by Licensee of the City Rights-of-Way (the “Dispute”), and a settlement and release relating to that Dispute between the City and Licensee is contained within Licensee’s ROW Use Agreement; and

WHEREAS, the City Council now desires to authorize the City Manager to enter into the ROW Use Agreement with ExteNet Systems, Inc., on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized to execute the ROW Use Agreement between the City and ExteNet Systems, Inc., in substantially the form of Exhibit A, attached hereto and incorporated herein by reference, relating to compensation for, and conditions upon, ExteNet Systems, Inc.’s use of the City’s Rights-of-Way and resolution of the Dispute. 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.

ADOPTED THIS 10th DAY OF SEPTEMBER, 2018.

By: _____
Terry Crow, Mayor

ATTEST:

LaRette Reese, City Clerk

Exhibit A

ExteNet Systems, Inc. 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, ExteNet Systems, Inc., a Delaware 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, fiber optic cable and cable equipment, 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, claims by the City for attorney's fees and other costs for past alleged violations of City's ordinances by Licensee and claims relating to Licensee's prior requests for public documents information, or for prior demands for support or legal justifications relating to the City's ordinances or requirements for use of the ROW or installation of Licensee's Facilities (the "Dispute"); and

WHEREAS, Licensee enters into this Agreement voluntarily but nothing in this Agreement, shall constitute or be considered an admission by the Licensee that Licensee agrees the City's linear foot fees or antenna fees are just and reasonable fees for use of the City's Rights-of-Way; 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 distributed network with wireless and fiber optic elements including providing transport services for customers' mobile networks 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, to the extent permitted by applicable law, 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's 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 prohibited by any applicable superseding law. 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, COMPENSATION, AND SETTLEMENT

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 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 City Council with at least 30 days' written notice and adjusted no more than once annually.

Licensee states that it currently has installed 7,673 of linear feet of fiber and conduit and 4 antennas installed in City Rights-of-Way ("Existing Licensee Facilities"). Licensee intends pursuant to this Agreement to add an additional 3,176 linear feet of underground fiber and conduit and 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. The User Fee shall be paid based on the sum of the actual linear foot of Licensee Facilities installed and any additional linear foot of Licensee Facilities approved by permit for installation, and the sum of actual antennas installed. 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 User 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 User 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.

3.4 Settlement Payments and Release For Past Right-of-Way User Fees. Licensee will pay to the City on or before September 1, 2018 the non-refundable amount as follows:

Monthly Linear foot fee December 1, 2018 through August 31, 2019 – 7,673 feet at \$.165 per linear foot	\$ 1,266.045
Times nine (9) months:	\$ 11,394.405
Monthly Antenna Fee December 1, 2018 through August 31, 2019 – 4 Antennas at \$200 per Antenna	\$ 800.00
Times nine (9) months:	\$ 7,200.00
INTEREST on Linear Foot and Antenna Fees per ordinance -	\$1,115.66
TOTAL PAYMENT:	\$19,710.07

Licensee's agreement to make the payment of \$19,710.07 by September 1, 2018 and City's agreement to accept this payment to settle the Dispute shall not constitute or be considered an admission of liability or wrongdoing (including, without limitation, noncompliance with permitting requirements). Each Party agrees, on behalf of itself and its past, present, and future employees, officers, directors, attorneys, shareholders, representatives, predecessors, successors, permitted assigns, subsidiaries, parents, and partners absolutely, unconditionally, completely, and without reservation, to release, acquit, irrevocably remise, and forever discharge the other Party and its respective past, present, and future employees, officers, directors, attorneys, shareholders,

representatives, predecessors, successors, permitted assigns, parents, and partners of and from any and all manner of claims, counterclaims, costs, expenses, demands, rights, liabilities, damages, potential actions, causes of action, suits, judgments, decrees, retroactive adjustments or refunds, interest, late payment charges, fines, bonds, bills, and controversies of any kind and nature whatsoever, at law, in equity, or otherwise including, without limitation, claims based on specific or punitive damages, whether known or unknown, arising from the Dispute, provided nothing herein shall be deemed to release any claim to enforce this Agreement, and any other lawful obligation of Licensee to City or City to Licensee not released herein, including but not limited to such obligations of taxes or regulatory compliance to City as a governmental entity. The Parties acknowledge and agree that, although they may hereafter discover law or facts in addition to or different from those which they know or believe to be true as of the Effective Date related to the Dispute, it is their intention with respect to each other, to settle and release the Dispute fully, finally, and forever; and, in furtherance of such intention, the releases shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts or law. The Parties may have other disputes between them, known or unknown, that are not settled or released herein. Nothing in this Agreement binds or can bind any entity other than those named above, except as to any predecessor entities pursuant to which the Dispute has arisen. Each Party warrants and represents that it has not assigned, transferred, or conveyed all or any portion of the claims covered by this Agreement and that this warranty and representation is an essential and material term of this Agreement, without which it would not have entered into it.

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:

ExteNet Systems, Inc.
3030 Warrenville Road, Suite 340
Lisle, IL 60532
Attn: Executive Vice-President and CFO

With copies to General Counsel and VP of External Relations at the same address noted above

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

_____, City Manager

Date: _____

ATTEST:

_____, City Clerk

EXTENET SYSTEMS, INC.

By: 

(CORPORATE SEAL)

Name: Oliver Valente

Title: Executive Vice President & COO

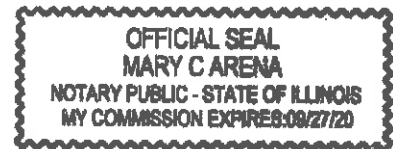
Date: 8/29/18

STATE OF Illinois)
) ss.
COUNTY OF DuPage)

The forgoing instrument was acknowledged before me this 8-29, 2018,
by Mary C. Arena on behalf of Oliver Valente. This
person is personally known to me or has produced _____ as identification.

Mary C. Arena
(Signature of Notary taking Acknowledgment)

Notary Public, State of Illinois



My Commission Expires: _____

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. Existing and New Wireless Facility Locations or Facilities:

- a. Existing Facilities.** The Parties acknowledge that Licensee has certain existing Facilities currently in the ROW located at:

- i. 8348 Delcrest – Node installation of an Ameren Pole;
- ii. 8200 Gannon (Old Bonhomme) – Node installation on Ameren Pole;
- iii. 7951 Gannon (Center Dr.) – Node installation on Ameren Pole; and
- iv. 7601 Delmar (Bemiston) – Node installation on Ameren Pole.

Licensee agrees to the extent such Licensee Facilities do not comply with applicable law, additional applications or zoning approval may be required by the City to bring the Licensee’s Facilities in compliance with applicable law in accordance with the terms of this Agreement.

- b. Proposed New Facilities.** The Parties acknowledge that the new wireless Licensee Facilities set forth in Exhibit B are subject to obtaining applicable permits and administrative approval prior to construction at the following locations:

- i. 7491 Amherst – Node installation on Ameren Pole; and
- ii. 7206 Pershing – Node installation on Ameren Pole.

c. Additional Terms. The Parties acknowledge that during the pendency of the Dispute with Licensee, state legislation, HB1991 2018 (the “New Legislation”), was enacted that will, unless held invalid, portions thereof held invalid, or judicially stopped from becoming enforceable, impact the regulatory scheme over certain facilities or uses under certain circumstances, and accordingly the following additional clarifications exist applicable to the Licensee’s specific circumstances: While neither party admits to the validity, applicability, or enforceability of the New Legislation to any existing or hypothetical circumstance, the Parties do agree that § 67.5112 RSMo, purported to be by its terms effective January 1, 2019, states “an authority shall permit a wireless provider, as a permitted use not subject to zoning review or approval, to collocate small wireless facilities and install, maintain, modify, operate, and replace utility poles along, across, upon, and under the right-of-way” The Parties agree that nothing in this Agreement shall impose an obligation or grant a right to any Party, including as to compensation or zoning authority, that is prohibited by the New Legislation if validly enforced under the circumstances so applied. For purposes of further clarification, the Parties agree that the compensation required by this Agreement is subject to any limitation of the New Legislation to the extent such is validly enforced, binding, and applicable to the specific circumstance, use, and/or facility. In the event

that the New Legislation is invalidated or does not go into effect, the Parties agree that Licensee retains any right to challenge the reasonableness of the antenna compensation if such a legal challenge exists under applicable law; provided that Licensee agrees that such compensation challenge may be only as to prospective compensation and only after written notice to the City on the basis of the claim, and providing the City at least 30 days' opportunity to respond and/or adjust such compensation in light of the specific facts provided.

EXHIBIT B

Site ID	ExteNet Node ID	Candidate	County	ROW	ROW Owner	Pole Owner	Lat	Long	Pole Type	Material
ST90KS D68	NC- MO- STLOUIS- 00075		St Louis	Yes	COUNTY ROW - University City	Ameren	38.66240600	90.33213300	Utility Pole	Wood
ST90KS E02	NC- MO- STLOUIS- 00086	M	St Louis	Yes	University City	Ameren	38.652381	-90.321797	Utility Pole	Wood