



MEETING OF THE CITY COUNCIL  
CITY HALL, Fifth Floor  
6801 Delmar Blvd.  
University City, Missouri 63130  
Monday, October 8, 2018  
6:30 p.m.

- A. MEETING CALLED TO ORDER
- B. ROLL CALL
- C. APPROVAL OF AGENDA
- D. PROCLAMATIONS
- E. APPROVAL OF MINUTES
  - 1. September 24, Regular minutes
  - 2. September 24, Study Session (EMS Transport)
- F. APPOINTMENTS to BOARDS & COMMISSIONS
  - 1. Eleanor Mullin is nominated to the Arts and Letters Commission as a fill in until 1/2/2019 replacing Myra Vandersall's unexpired term by Councilmember Steve McMahon.
- G. SWEARING IN to BOARDS & COMMISSIONS
  - 1. Henry Slay Jr. to be sworn in to the Board of Adjustment
- H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)
- I. PUBLIC HEARINGS
- J. CONSENT AGENDA – Vote Required
  - 1. SAFER Grant Approval
  - 2. Leaf Collection Contract
  - 3. Road Salt Contract
  - 4. Annex Study RFQ
  - 5. ModSpace Contract
- K. CITY MANAGER'S REPORT
  - 1. Majerus Park and Playground Improvements Contract
- L. UNFINISHED BUSINESS  
*BILLS*
- M. NEW BUSINESS  
*RESOLUTIONS*  
  
*BILLS*
  - 1. **BILL 9365 - ORDINANCE APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF UNIVERSITY CITY AND VRE FIBER OPTICS VENTURES, L.L.C. FOR PROPERTY LOCATED AT 601 TRINITY.**

2. **BILL 9366** – AN ORDINANCE CHANGING THE NAME OF TAMERTON AVENUE, BETWEEN PARAMOUNT DRIVE AND MONTREAL DRIVE, TO REV. JOE L. MIDDLETON LANE.
3. **BILL 9367** – AN ORDINANCE AMENDING CHAPTER 358 OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN.  
*(6300-6400 blocks of Enright Avenue)*

**N. COUNCIL REPORTS/BUSINESS**

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
3. Boards, Commissions and Task Force minutes
4. Other Discussions/Business
  - a) **Bulk and Leaf Pickup Area Designation**  
*Requested by Councilmembers Smotherson and Clay*  
Discussion and Vote

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

**P. COUNCIL COMMENTS**

**Q. ADJOURNMENT**

MEETING OF THE CITY COUNCIL  
CITY HALL, Fifth Floor  
6801 Delmar Blvd.  
University City, Missouri 63130  
Monday, September 24, 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, September 24, 2018, Mayor Terry Crow called the meeting to order at 6:30 p.m.

**B. ROLL CALL**

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

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

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

**C. APPROVAL OF AGENDA**

Mayor Crow stated that the City Manager has requested that Item K-2 under the City Manager's Report be removed and that Item J-1 under the Consent Agenda be moved to the first item for consideration under the City Manager's Report.

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

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

Mayor Crow stated there are a number of Proclamations this evening and while he is not certain whether they need to be read in their entirety if Council elects to do so, he would prefer that they either be read by the City Clerk or another member of Council. Otherwise, he would simply entertain a vote on each one and move forward.

Councilmember Clay asked whether there was a custom or practice regarding the reading of Proclamations? Mayor Crow stated Council has started to receive more courtesy Proclamations than they have in the past, and in all honesty, he is not sure they necessarily need to be read.

Councilmember Carr asked the Mayor if he would consider reading the Extra Mile Day Proclamation? Mayor Crow acknowledged Councilmember Carr's request and announced that the Proclamation would be read by Councilmember Clay.

**D. PROCLAMATIONS**

1. 2018 "Extra Mile Day" – A declaration by the City Council of U City and the State of Missouri proclaiming November 1, 2018, to be Extra Mile Day. Each individual in this community is encouraged to take time on this day to not only go the extra mile in his/her own life but to acknowledge all those who are inspirational in their efforts and commitments to make the world a better place.
2. Courtesy Proclamation – A declaration honoring Minnie W. Woods on her 100<sup>th</sup> Birthday.
3. Gatesworth Senior Living.

Councilmember Carr moved that all three Proclamations be approved, it was seconded by Councilmember Smotherson and the motion carried unanimously.

**E. APPROVAL OF MINUTES**

1. August 27, 2018, Study Session minutes; (*Sewer Lateral Program and Traffic Commission*), were moved by Councilmember Hales, it was seconded by Councilmember Carr and the motion carried unanimously.
2. September 10, 2018, Regular minutes were moved by Councilmember Carr, it was seconded by Councilmember Clay and the motion carried unanimously.
3. September 10, 2018, Study Session minutes; (*EDRST Funding Program*), were moved by Councilmember Carr, it was seconded by Councilmember Cusick and the motion carried unanimously.

**F. APPOINTMENTS TO BOARDS & COMMISSIONS**

1. Councilmember McMahon nominated Henry Slay Jr. to the Board of Adjustments as a **fill-in term**, replacing Jeremy Schumacher's unexpired term until July 2021. It was seconded by Councilmember Hales and the motion carried unanimously.

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

1. Liz Essman was sworn into the Green Practices Commission at tonight's meeting.
2. Aren Ginsberg was sworn into the Library Board on September 21<sup>st</sup> in the City Clerk's office.

Mayor Crow thanked all three citizens for their willingness to serve this community by volunteering to participate on the City's Boards and Commissions.

He also noted that the City is in need of a resident with a background in structural engineering to fill a position on one of the City's Board. Therefore, it would be greatly appreciated if anyone who knows a qualified candidate would ask them to contact either himself or the City Clerk.

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

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

Ms. Ginsberg thanked Council for her appointment to the Library Board and looks forward to putting her quarter of a century library service to work on behalf of this community.

She then reiterated her concerns regarding the actions taken by Tom Sullivan related to the City's redevelopment plans; and asked if he was being paid to campaign against University City's redevelopment plan.

In conclusion, Ms. Ginsberg stated she would like to comment on a statement made by Jan Adams in her September 10th statement to Council. Although Ms. Adams accurately stated that U City's insurance deductible has increased from \$15,000 to \$150,000, per occurrence, and urged Council to be prudent stewards of taxpayer funds, she failed to include the numerous costly lawsuits that took place under the leadership of Mayor Welsch and City Manager, Lehman Walker.

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

Ms. Adams presented several issues for Council's consideration.

1. Honorary Street Signs: Chicago adds an honorary sign under the legal street name. The legal name remains in green; the honorary sign is brown with gold lettering, and the designation of honorary.
2. Community Benefits Agreement: Ms. Adams stated last month she submitted a written comment asserting that a list of proposals for a CBA had been presented to members of Council. The basis for that comment was several emails she had received. Later in that same meeting, Councilmember Carr claimed that she had not seen the list, and asked her colleagues if they had received it. Two members who she knew had been copied on the email shook their heads no, and the City Manager expressly denied receiving any documents. So, while there are citizen advocates who post on social media in support of the TIF, who frequently accuse others of misleading the public and providing misinformation, there is a great deal of misinformation coming from our elected officials. By failing to agree to a CBA this Council is depriving their constituents of the power to enforce the promises being made to them. And she believes this is an abuse of power and a blatant attempt by seven officials to obtain sole control over the anticipated 15 million dollar fund.
3. Human Relations Commission: Ms. Adams read two emails she had received from a member of the HR Commission regarding the Commission's proposal to conduct a survey about TIF funds. *"I received a phone call from Mayor Crow ordering us not to proceed with this survey at the TIF Commission meeting without Council approval of the survey" (Second email) "The day we submitted our survey I received negative, confrontational, and disrespectful comments about our suggestion to include community-based funding from the redevelopment on the survey. I was told that we; four volunteer Commission members, had voted to obtain all of the money our City was to receive from one of the biggest projects to occur in U City. In attendance with Commission members at the meeting were two government liaison members, so officials knew these two could verify our intentions, to be honest. But attacks came anyway. I took time and analyzed who would put the rumor out into the community about Citizens voting to take government funds; what was their motive? The rumor I feel was designed to preclude a need to oust the HR Commission entirely. Maybe we are getting too close to something? It was then I was told specific guidelines about our simple survey. Absolutely no reference to a community-based initiative could be included."* Ms. Adams stated she is appalled by the efforts of any member of this Council to gag community activists, and this administration will regret such efforts. *(Ms. Adams asked that her written comments be made a part of the record.)*

**Amanda Im and Angela He, 1 Brookings Drive, St. Louis, MO**

Ms. Im stated she and Ms. He are members of Asian-Pacific Islanders Demanding Justice; a Wash U student group concerned with Asian-American and Pacific Islander social issues. This group is very concerned about the TIF and future displacement of the Olive Boulevard community, which is an important aspect of many people's lives, both in the local community and those that call St. Louis home during their college years.

Olive Boulevard represents a place where over 30% of the Wash U student population and many immigrant families can reconnect with their culture. For residents, it is their home and their families. For others, the businesses they've built are their livelihoods. Displacement; especially for first generation, non-English speaking residents, would mean taking away everything they've worked for since coming to America. These businesses and restaurants attract visitors to U City and infuse a unique character that sets U City apart from other municipalities. Ms. He asked that Council consider the interest of the people they represent by letting their voices be heard. Costco can be built anywhere, but an entire way of life cannot.

**Patrick Fox, 1309 Purdue Avenue, University City, MO**

Mr. Fox stated he would like to provide feedback from a new constituent's perspective that may be helpful in ensuring future residents have a smooth transition when moving into U City.

Mr. Fox admitted he has limited experience with services provided by a City municipality but believes he is a quick learner. After researching the City's process on how to discard large items, he learned that the schedule for bulk waste was divided into three zones. And unlike the map for regular trash pickup, which is clear and easy to follow, the bulk map was difficult to discern because of the limited amount of reference points included. While rallying his neighbors for clarity, a resident of over 40 years shared that their bulk pickup was the following week, and since many of his neighbors had already placed items out for pickup, he was inclined to believe this information was accurate. By the end of the week when items still had not been picked up, he called Public Works and learned that his pickup had been scheduled for the prior week. If the City's bulk item and leaf pickup schedule have to be divided into three zones, why do the three zones have to be distinctly different than the already existing and well-understood Wards? As it now stands, the 3rd Ward could be in either the west, central or east zones. Aligning these zones with the Wards could alleviate any future misunderstandings since these boundaries are well-known by residents. Mr. Fox stated that he shared his concerns with the Director of Public Works who seemed to be amenable to exploring this option. And today, Public Works conducted a bulk item pickup in his area, even though the designated week was September 10th. So, while he would like to recognize them for going above and beyond the call of duty, he would ask that his suggestions be given due consideration.

**I. PUBLIC HEARINGS**

**1. Annual Property Tax Rates**

Mayor Crow opened the Public Hearing at 6:53 p.m., and hearing no requests to speak the hearing was closed at 6:54 p.m.

**J. CONSENT AGENDA – Vote Required**

**1. Sewer Lateral Program – Interfund Loan**

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

**K. CITY MANAGER'S REPORT**

**1. Residential Sewer Lateral Repair Program Change**

Mr. Rose stated on August 27th of this year, Council was advised that the Sewer Lateral Repair Program currently operates under an 80/20 shared cost between the City and the property owner; that the annual revenue stream is \$570,000, and that the fund reserves for this program have been depleted due to the increasing cost of repairs in recent years. As a result, staff is recommending that Council consider the proposed changes to this program being presented by the Director of Public Works.

Public Works Director, Sinan Alpaslan, stated that pursuant to the discussions held at the August Study Session staff is proposing the following changes:

- A 70/30 or 50/50 split for the shared cost between the City and the property.
- A revision to the qualification criteria; sewer laterals will only be repaired when there is severe damage causing ground cave-ins and backups in the home. *(Cave-ins were previously limited to public right-of-ways.)*
- Staff analyzed the option of utilizing a cap based on 220 repairs at an average cost of \$4,000; the impact it would have on property owners, and the impact it would have on program expenditures. Utilizing the capped amounts of \$2,000, \$2,500, and \$3,000, staff determined that a \$2,500 cap would fall within the City's annual expenditure limits and potentially increase the program's reserve funds.
- If a non-defective condition is observed in a location where work is already being performed and it is the opinion of the contractor and City inspector that the noted repair will need to be addressed within the next three fiscal years, then the homeowner should be offered an opportunity to apply for the \$2,500 cap representing the City's shared cost for the repair.

Although the homeowner will have to pay any up-front costs, this addendum provides a cost-savings to both the City and the homeowner, based on the fact that the contractor is already working in the area, so it eliminates the need to rebid the project, the trench is already open, and the cost associated with the City's portion can be spread out over a three-year period.

- A one-year trial program to track its effectiveness through the submission of quarterly reports to the City Manager detailing the number of repairs that have been approved, denied, or completed; Ward designations; whether the cost of repairs were supplemented by other programs, and any emergency repairs not completed due to a home owner's inability to pay their shared cost.
- National League of Cities (NLC) Line Warranty Insurance Program. Upon receipt of authorization from U City management residents have the option of obtaining a warranty that provides repairs for a low monthly fee, with no deductibles or service fees. The program covers up to \$8,500 and can be combined with the City's Sewer Lateral Program.

Mr. Alpaslan stated while the answers to most of the questions posed during the Study Session have been researched and included in Council's packet, there were two



questions that staff was unable to answer because the data specific to these questions have not been tracked:

1. The number of repairs in the right-of-way versus outside of the right-of-way, and
2. The number of repairs caused by tree roots

Mayor Crow stated at this time, he would like to entertain a motion to revise the Sewer Lateral Program to reflect the one-year trial implementation of a \$2,500 cap for a City share method to enable balanced program spending. This implementation shall include quarterly reporting, and the caveat that if any repair project is found not to be immediately qualified under the program criteria, but a determination is made that the defective condition of the sewer lateral line warrants a future repair that can generate a cost-savings if immediately completed, then the reimbursement of the City's share shall be made to the homeowner in the future, during the fiscal year for which the repair would normally be warranted.

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

Mayor Crow explained that at this point, Council is free to discuss, ask questions, amend the motion prior to exercising a vote or request a postponement.

Councilmember Clay asked Mr. Alpaslan if he was aware of the premium costs associated with the insurance program offered by the NLC? Mr. Alpaslan stated approximately \$70.00 a year. Councilmember Clay asked if staff's proposal included doing some degree of marketing this insurance program? Mr. Alpaslan stated the goal is to share information about the changes to the City's program and the NLC insurance program simultaneously. However, the NLC also has resources to conduct marketing on their own. Councilmember Clay stated while he certainly understands the situation the City is facing with this program, he does have concerns about a \$1,000 increase and the impact it might have on various homeowners. However, at this point, he would like to get a better understanding of the three-year cost spread? Mr. Alpaslan stated if the City is performing an eligible repair and observes another defect that might not have been apparent without a camera inspection of the line, and it is determined that this condition will create an eligible defect within the next three years, then the scope of the project can be expanded to include a repair of the newly observed defect. If the homeowner has already utilized the \$2,500 cap, they would be responsible for the cost of the repair, minus the additional costs normally incurred with bidding the job and reopening the trench. However, if it is deemed eligible for repair within the next three fiscal years, the City would offer the homeowner another \$2,500, plus the added cost savings associated with bidding and reopening the trench. Of course, inflation could be a factor if the repair is completed in one of the three impending years. Councilmember Clay asked if this was a correct abstract; the pipe is exposed, all of the repairs manifest themselves, but the homeowner's costs associated with the repair is spread out over the next three years? Mr. Alpaslan stated that is correct. Staff would place the homeowner on a list for either year one, two or three, and they would be awarded another \$2,500 payment during the year designated for repair.

Councilmember Clay stated this process has the potential to get a little bit confusing, so he thinks that staff's presentation will need to include a robust educational process to ensure that homeowners understand exactly what it entails.



Mayor Crow stated as everyone knows, the City is trying to address this situation the best way that it can, but the truth is, this is probably going to end up being a fluid situation for some period of time and going forward, adjustments may need to be considered.

Councilmember Cusick asked whether the \$4,000 cost of repairs represented the average or if that number fluctuated to any significant degree; i.e., one may be \$1,000, and another \$9,000? Mr. Alpaslan stated that the cost could fluctuate. Councilmember Cusick stated he had previously mentioned the possibility of implementing a 70/30 split in addition to the \$2,500 cap, to Mr. Rose. That way someone with a \$2,000 repair would receive a percentage of the cost rather than the full amount. He stated in his opinion, it seems somewhat unfair for the person paying the smaller amount to reap the same benefits as someone paying a larger amount. Mr. Rose stated if what you are suggesting is that we retain the cap of \$2,500 and include a 70/30 split to be utilized when the cost of repairs falls below that cap, it would still result in savings for City. Councilmember Cusick stated his suggestion is that the 70/30 split be used to pay a percentage of whatever the cost is, not to exceed the \$2,500 cap. Mr. Rose stated if you make an assumption that the total cost of the project is \$2,500, as it is currently being proposed, the City would pay the entire amount. And what Councilmember Cusick is proposing is that the City only pay 70% of that \$2,500.

Councilmember Carr stated she was similarly confused, although some of that confusion has been clarified. So is this the concept we are going to be voting on: The City will pick up the entire tab for repairs costing \$2,500 or less, and homeowners will have to pay the remaining balance for any repairs that exceed \$2,500? Mr. Alpaslan stated that is correct. Councilmember Carr stated with regard to future repairs or the clause now being added to the program criteria, the homeowner pays the entire cost of the repair up front, and is reimbursed \$2,500 in either year one, two or three? Mr. Alpaslan stated that is correct.

Councilmember Carr stated assuming the City continues to complete 220 projects a year, with a cap of \$2,500 per repair, it would still have enough money to finance this program without having to borrow money from the General Fund. She stated in a sense, every homeowner already has a form of insurance since sewer laterals are accounted for in their personal property taxes. And while she certainly does not know what other people's financial positions are, \$70.00 a year for the NLC insurance sounds pretty good from her perspective. However, she would have to agree with her colleague, in that these changes must be clearly laid out in language that allows everyone to understand exactly what portion of the cost they will have to assume. Councilmember Carr asked whether staff would provide homeowners with some form of documentation outlining when their reimbursement would be paid? Mr. Alpaslan stated that staff's intent is to draft some type of an agreement.

Councilmember Hales asked whether this policy would take effect tonight if approved? Mr. Rose stated that it would, although anyone already in the hopper would be allowed to proceed under the old plan. Councilmember Hales stated he has since learned that State Farm is also making this type of gap insurance available to homeowners. He then asked Mr. Alpaslan if he knew the annual percentage of total repairs that would be completely covered by the \$2,500 cap? Mr. Alpaslan stated probably one-fourth of the repairs are \$2,500 or below.

Councilmember Clay asked what would be the next steps in the process after a resident pays their yearly premium and discovers they are in need of a repair? Mr. Alpaslan stated a claim would first be filed with NLC, who is the primary payer that pays up to the limits of coverage; \$8,500, and once that limit has been reached, a resident can apply for the City's program. Councilmember Clay asked if it was correct to assume that most of the incidents where this insurance program has been activated fall under the \$8,500 limit? Mr. Alpaslan stated the assumption that \$8,500 would cover most of the repairs in U City, is correct. And if the \$2,500 is added on top of that amount, all totaled it would probably cover about 95% of the repair projects in U City. He stated in the past, rerouted lines have cost as much as \$15,000, but that is not a common occurrence.

Councilmember Smotherson stated as Councilmember Clay has alluded to, the transition from an 80/20 program to a \$2,500 cap will have a major impact on residents in the 3rd Ward. So, if in fact, this is approved, he would emphasize the urgency of getting this information out to those residents to ensure that they understand every nuance and how this drastic change could affect them. Mr. Rose stated as you know, this administration is about 90 days out from bringing a Director of Communications on board. So staff's intent is to do an extremely thorough job of providing not only the criteria of this new program but specific examples of how the program works, to every Ward in this City.

Voice vote on Councilmember Carr's motion to approve, carried unanimously.

## 2. Conditional Use Permit – Church of Scientology

Mr. Rose stated staff is recommending that Council consider a Conditional Use Permit for the construction of a new building located at 6901 Delmar Boulevard and allowance for an increased building height for Church/Office Use in a Public Activity District. This permit has been considered by the Planning and Zoning Commission who also recommended that it be approved by Council.

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

Councilmember Carr stated with the Mayor's permission, she would like to read a comment from a resident at the appropriate time in the proceedings. Mayor Crow informed Councilmember Carr that he had received no requests to speak on this issue from citizens, and therefore, she could proceed.

Councilmember Carr stated that **Christine Mackey-Ross, of 21 Princeton**, asked that these comments be read into the record, in lieu of her appearance. *"Dear Council, I wish to make known my support of the requested building extension for the Church of Scientology. The proposed addition in no way changes the current purpose of the existing structure. More importantly to me, the Church of Scientology has proved to be good neighbors over the years, allowing their lot to be used for overflow parking and ensuring activities in the church are respectful of close neighbors, with low levels of noise and light. Leadership of the church held multiple meetings with individual neighbors, invited our trustees, and the entire neighborhood to informational sessions." (Ms. Mackey-Ross's comments have been attached to the record and can be read in their entirety.)*

Councilmember Cusick stated he would also like to give kudos to the Church of Scientology for the work they performed on this project and their conscientious effort to conduct due diligence. He is glad they have decided to stay and be a part of U City and hopes that other institutions in this community would take a few lessons from them.

Councilmember Carr stated she too, would like to commend the Church of Scientology for the level of effort they put forward, in spite of the various problems that arose over the long period of time this proposal was being considered. Therefore, she would like to extend her gratitude both personally and on behalf of her constituents in the 2nd Ward.

City Attorney, John Mulligan stated as a matter of clarification, Council's cover for this agenda item lists the dimensions for this building as 43 feet, 4 inches, but Staff's Report indicates 42 feet, 4 inches. After discussing this issue with the applicant, their architect, and counsel, he determined that the correct dimensions are as stated in Staff's Report, 42 feet, 4 inches. However, what the applicant is seeking, by way of the Conditional Use Permit, is an increase of up to 45 feet, which is permissible under the permit and authority granted by the Code.

Mayor Crow asked Mr. Mulligan which of the two dimensions are contained in the motion before Council? Mr. Mulligan stated Council's agenda item says 43 feet, 4 inches, but per the Site Plan and Staff's Report, it should be 42 feet, 4 inches. So, as it stands right now, the motion should be for 42 feet, 4 inches. However, what the applicant is seeking; and Council has the discretion to approve, is an extension of up to 45 feet.

Mayor Crow stated he would look to the members of Council from the 2nd Ward for guidance.

Councilmember Cusick amended his motion to allow for the requested extension of up to 45 feet, it was seconded by Councilmember Carr and the motion carried unanimously.

Voice vote on the Conditional Use Permit carried unanimously.

3. Liquor License – 2 Thumbs Up; *(Removed from the agenda)*
4. Morgan Wilshire Consultant Agreement

Mr. Rose stated staff is recommending the approval of a contract with Civil Design, Inc., for \$35,704, for additional services needed on the Morgan Wilshire and drainage improvement project.

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

#### 5. Economic Development Retail Sales Tax (EDRST)

Mr. Rose stated staff is recommending that Council approve funding from the EDRST fund as outlined in the City Manager's Recommendation and attached spreadsheet. This includes \$133,000 to cover the salary, benefits, and other administrative costs associated with the employment of an Economic Development Director.

Mr. Rose asked Mr. Mulligan if he would verify that the proposed recommendation complies with the City's Ordinance and State Statute.

Mr. Mulligan stated he had specifically been asked to examine the Code and State Statute regarding their authority to expend up to 25% of the fund for administrative purposes. And while the recommendation before Council is to use \$133,000 of the fund, specifically for the costs associated with hiring an Economic Director, administrative costs are not necessarily limited to a specific purpose. It simply cannot exceed 25%. Consequently, based on his review, he does not believe the allocation of administrative costs would fall under any of the three categories mentioned by Councilmember Clay, and the recommendation appears to be consistent with the Code and statute.

Mr. Rose stated another aspect of this recommendation is to develop contracts for each individual organization in receipt of EDRST funds that clearly outlines the intended purpose of those funds and provides staff with an auditable financial matrix.

Councilmember Clay stated the province of the EDRST Board as he understands it from Section 120.540 of the statute is that *"The Board, subject to approval of the City Council, shall consider economic development plans, economic development projects, or designations of an economic development area."* And there does not appear to be any language which states that the 25% set aside, in and of itself, shall be considered a plan, project or redevelopment. So he would like a little clarity on this process.

Mr. Rose stated by no means is the EDRST Board a Commission equivalent to CALOP that has its own funding source and creates its own budget. It is an Advisory Board to the Mayor and Council that has no administrative oversight. And pursuant to his understanding of the statute and ordinance, it is the Mayor and Council who ultimately make the decisions with respect to the allocation of those resources.

Mr. Mulligan stated pursuant to the Code and State Statute, administrative costs are within the purview of Council. Thus, the process entails the City Manager's recommendation, and as long as the amount does not exceed the 25% restriction, subject to Council's approval, no further action is needed.

Councilmember Clay asked Mr. Rose why the \$5,000 previously allocated for the Summer Jobs Program had not been included in his recommendation? Mr. Rose stated his belief is that the intent of EDRST funds is for higher wage technology type jobs as it relates to job training. So while he thinks the Summer Jobs Program is an excellent resource that he does intend to recommend to Council for approval, he would like the monies to come out of a different funding source. And at this point in time, he perceives that source to be the City Manager's budget.

Councilmember Clay stated among the more costly items being recommended are the Olive Boulevard Master Plan, the Economic Development Strategy, and the Hotel Feasibility Study. And during a previous Study Session, he believes Councilmember Carr indicated that the City already had some semblance of a Master Plan for Olive. So he would like to get a brief explanation about the existing plan; how it might inform any subsequent actions being taken, and any interconnection it might have to the Comprehensive Plan that is also being contemplated?

Mr. Rose stated although Council previously authorized staff to update the existing Comprehensive Plan that process failed to yield the anticipated results.

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But, if you will recall, what he shared with Council during the Work Plan Retreat was his intent to guide the community through a visionary process to appraise where this City is now and what they expect it to look like in the next twenty years. So the work to revise the Comprehensive Plan will commence thereafter. Mr. Rose stated with respect to the projects mentioned by Councilmember Clay, the necessity to utilize the funds contained in his recommended is contingent upon what the visioning process reveals. If Council and the community believe nothing should be changed; then none of those funds will be needed

Councilmember Smotherson stated although he has read the ordinance, he would like some clarification on Council's role and the EDRST Board's role as it relates to selecting, approving or disapproving plans associated with the distribution of EDRST funds? Mr. Rose stated although Council has the authority to fund projects, the work involved in developing these projects would be extremely onerous for Council to take on. Therefore, Council can delegate a specific task to an advisory board who works with staff, as well as residents, to bring a more "polished" document back to Council for consideration. So, if you consider the projects being recommended; for example, the Economic Development Strategy, it would be reasonable for a great deal of that vetting process to occur at the EDRST Board level since that is the funding source being utilized; the task falls within their realm of responsibility, and he believes their involvement is crucial to the development of this strategy.

Councilmember Smotherson stated since the City no longer has a Chamber of Commerce he would like to see those funds removed from this recommendation. And he also has an issue with the Taste of U City. While he is aware they generate income by charging an admission fee, he has never seen a report detailing what happens with the money they receive.

Councilmember Carr stated if you look on page K-4(7), you will see that the City Manager has not recommended any funding for Chamber activities since they have now merged with an external organization. And the Taste of U City has also not been included in his recommendation. Councilmember Smotherson apologized and thanked Councilmember Carr for the clarification.

Councilmember Carr stated for clarification purposes she would like to note that both the Comprehensive Plan and the Olive Boulevard Master Plan are old. The Comprehensive Plan was passed in 2005, with the intent that it would be updated every five years. However, since the City is now moving in a direction that was embraced back in the '90s, it may be worthwhile to look at some of the recommendations contained in the Olive Boulevard Master Plan. And for the record, both of these plans were developed through the utilization of a community visioning process.

Councilmember Carr stated although she does not have an estimate as to the cost of developing these plans, she does recall having to beg and plead in order to get \$80,000 for a consultant for the Comprehensive Plan, which did not work out well. So this time, whatever is done in terms of moving forward with these plans should be carried out in a comprehensive and purposed manner.

She stated that she would also like to note that the top three recommendations from the City Manager were actually tabled by the EDRST Board. And since they have failed to put those funds back in reserves, as far as she's concerned, they are still on the table for Council's consideration.



Councilmember Carr moved to approve the budget as presented, with the proviso that each organization accepting EDRST funds must sign an agreement with the City to ensure adequate oversight and audit power.

**Point of Clarification:** Councilmember Hales asked Councilmember Carr if her motion pertained to the items in the far left-hand column under the City Manager's recommendations? Councilmember Carr stated her belief is that those items represent his recommendations. Councilmember Carr's motion to approve was seconded by Councilmember Hales.

Councilmember McMahon stated he would like to make certain there is also oversight on some of the recommended expenditures that extend outside the City limits. Because in reviewing the statute, what it says is that when using these funds to execute plans that extend outside the City's limits you must be able to show a significant economic benefit. So, while he is in support of these efforts, and understands they draw people into U City, past practices have not provided sufficient oversight in order to show a significant economic benefit.

Councilmember Clay stated he wanted to make sure his understanding was correct; specifically with respect to the \$100,000 expenditure, that there will be a process that walks Council through the development of this plan? Mr. Rose stated that is correct. And In fact, Council will see it many times.

Voice vote on Councilmember Carr's motion carried unanimously.

**L. UNFINISHED BUSINESS**  
*BILLS*

**M. NEW BUSINESS**  
*RESOLUTIONS*

- 1. Resolution 2018-14 – A RESOLUTION ORDERING THE LEVY AND FIXING THE RATE OF PROPERTY TAXES TO BE COLLECTED IN THE CITY OF UNIVERSITY CITY FOR THE YEAR 2018 TO PROVIDE FOR GENERAL REVENUE, POLICE AND FIREFIGHTER RETIREMENT PLAN, AND FOR THE UNIVERSITY CITY LOOP SPECIAL BUSINESS DISTRICT AND THE PARKVIEW GARDEN SPECIAL TAXING DISTRICT.**

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

Mr. Rose stated the Resolution as proposed, will result in a property tax rate increase for commercial property, from .508 to .520, for the General Fund and Pension Fund for police and fire.

Finance Director, Tina Charumilind, asked Council to keep in mind that this is not a reassessment year and that changes in the assessed values are coming from sort of adjusted tax abatement enacted by the Hancock Amendment. As you can see, the changes are slight, with the assessed valuation for commercial property dropping from 70 million dollars to 68 million dollars; causing a reduction of 1.5 million dollars, and an increased tax rate of .520. The Hancock Amendment also allows cities to maintain their same level of revenue. So if your assessed valuation goes up, your rate will come down and vice-versa.

E - 1 - 12

Ms. Charumilind stated next year is the year for reassessments, so the City will see some big changes. And Council should also keep in mind, that new construction is excluded from these assessments.

Mr. Rose stated as he understands it, the assessed valuation is decreasing and this increase is to keep the City's revenues level?

Ms. Charumilind stated that this assessment is only for commercial property. For residential, the assessed value increased, so the rate went down. However, the City has always collected between 3.5 and 3.7 million dollars for property tax revenue and between \$800,000 and \$900,000 for the Pension Fund.

Mr. Rose asked Ms. Charumilind if the decrease in assessed commercial property values has resulted in the need for an increase in the rates? Ms. Charumilind stated that is correct.

Voice vote on Councilmember Carr's motion to approve carried unanimously.

## *BILLS*

### **N. COUNCIL REPORTS/BUSINESS**

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

Councilmember Smotherson stated currently there are two vacancies on the Arts & Letters Commission, with the possibility of there being four within the next 30 days. So he is asking each and every resident to please consider joining this Commission.

Councilmember Clay highlighted some of the topics discussed at the last Senior Commission meeting.

- A guest speaker from Odd Couple's Housing; a creative co-living situation between graduate students and seniors, provided a synopsis of their program and extended an invitation to U City seniors who would like to participate in this unique venture.
- There will be an open enrollment event for Medicare Part D and Medicare Advantage Plans on Wednesday, October 17th, from 9 a.m. to noon at the U City Public Library. This is a great opportunity to get more information or sign up to participate in these plans.
- Make a Difference Day is October 27th, from 8 a.m. to noon. This year's project includes light repairs and maintenance for seniors in the community. Residents interested in participating should contact U City's Senior Services Coordinator, Marcia Mermelstein.

Councilmember Clay stated he believes this is a project that members of Council can get involved in, so he will be reaching out to the Mayor for support.

Councilmember McMahon stated as Council Liaison for the Arts & Letters Commission he would like to echo Councilmember Smotherson's comments. The pool has run dry and if there is anybody out there that would like to step up and join, he would truly appreciate their support.



Councilmember Hales stated a reoccurring theme for the Traffic Commission revolves around two primary influences, Centene and Washington University. There has been a lot of discussion about the residential parking permit system which seems to be going from one block to the next. And even though the Commission is doing a terrific job, he believes that as construction continues, they will be looking at a more comprehensive approach to this issue.

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

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

**Cindy Thierry, 8135 Stanford Avenue, University City, MO**

Ms. Thierry stated on October 6th, the PTO will be sponsoring their 2nd Annual Pancake Breakfast. This is a community event, featuring lots of entertainment, so the PTO hopes to see more of the community; i.e., police officers, firefighters, staff, and members of Council, come out and join them this year.

On another note, Ms. Thierry stated she has recently redeveloped several residential properties which have been a very eye-opening experience. Several of the contractors she's dealt with don't like working in U City because of their stringent inspection process. And she would have to agree because while she believes she has done a fabulous job rehabbing these properties; it has been extremely difficult to pass inspection. However, her next door neighbor has not mowed their yard all summer and has paint peeling off the entire front porch. But the saddest moment was when her first prospective buyer said: *"Love the house; looking for a different neighborhood"*.

**Mary Ann Coley, 7365 Drexel, University City, MO**

Ms. Coley stated she has intentionally stayed away from getting involved in U City politics because it would be a source of frustration. However, since so much is at stake with the proposed TIF redevelopment, she would like to voice the following concerns:

- How this project will play out over the next 20 years; only time will tell if this will really be a benefit to U City.
- The lack of trust, expertise, and transparency in City Council.
- Poor communication, planning, and too many topics being broad-brushed.
- Council's blind eye to the community's interest in a Community Benefit's Agreement (CBA). It is somewhat arrogant of this Council to think that input from the community on such a large project is unnecessary.
- Numerous allegations of bullying by a member of Council.

Ms. Coley stated it's time for all of these tactics to stop. Councilmembers should listen and take into consideration the opinions of others; be open and honest in their communications; start the ball rolling on a CBA; stop the bullying tactics, and hire a consultant with expertise in this area. She stated the stakes are too high to allow this project to fail, as similar projects have done in other communities.

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

Mr. Sullivan reiterated his thoughts about Ms. Ginsberg's Sinquefield and Institute for Justice comments and suggested that before she opens her mouth, she should get her facts straight. He stated that Council had really lowered their standards by allowing comments like these to occur at this meeting and for nominating someone like Aren to be a member of the Library Board. In his opinion, they could have done so much better than that.

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

Ms. Adams stated she would like to qualify her earlier assertion that people lied about the CBA process. Being cognizant of the legal definition of "lie" she should have listened to the audio of Councilmember Carr's question because if she had asked "Do you have a list of asks," a truthful answer could be no if the document received had been disposed of. If her question had been, "Have you seen the list of asks," a no answer would be truthful, if the people who were sent the document simply declined to read it. Nevertheless, neglect to perform a duty or any attempt to mislead the public regarding such an important issue is nearly as bad as a lie when you are seeking the trust of a community.

On the issue of collecting EMS ambulance bills, this Council will be forced to make difficult policy decisions as to whether they will authorize the collection agency to file suit, execute judgments, and possibly foreclose on someone's property in order to collect delinquent bills; problems Council didn't have when they outsourced this service. Council must also establish a procedure that is both objective and uniformly applied across the board.

Ms. Adams stated she was actually tempted to speak out of turn at the meeting where a citizen turned the podium away from Council and addressed her personal differences with citizens seated in the audience. Citizens who are here for City business should not have to listen to such confrontations and she would urge Council to adopt rules that prohibit such exchanges in the future.

**Patricia Washington, 7040 Plymouth, University City, MO**

Ms. Washington stated she shares some of the same concerns expressed earlier and thinks that the tone and tenor of this administration have been one of bullying, intimidation, and misrepresentation; especially since she has personally been the subject of Councilmember Carr's defamatory remarks.

Ms. Washington stated in her opinion, a Comprehensive Plan should have been in place before the City started talking about the Olive/1-70 Project. And it's also her opinion, that there are some good suggestions in the Olive Boulevard Master Plan that have never been implemented. So she wonders if residents should expect more of the same with these new plans? Ms. Washington stated she would also like to know the answer to the following questions:

1. What formula was used to arrive at the 15 million dollar amount for the 3rd Ward, given the decades of neglect?
2. What formula was used to arrive at 5 million dollars over 23 years in the form of grants or loans for improvements on Olive?
3. Was Councilmember Carr present at a meeting where Jonathan Ferry's report was discussed with U City staff?
4. Is there a recommendation in Mr. Ferry's report that 23 years is not sustainable for the TIF; that it should only be for 15 years, and at a cost less than 70 million dollars?
5. If Councilmember Carr was present, did she share any of this information with her fellow TIF Commissioners who have repeatedly denied seeing this report?
6. Was there a meeting with the Equal Housing Opportunity Commission (EHOC) to discuss the CBA?

Ms. Washington stated following the advice of her councilperson she submitted a request to meet with this administration to talk about the CBA, and that request was denied. So tonight, she will ask in open public, if someone; the Mayor or City Manager, would please schedule a meeting with her to talk about the CBA, answer questions, and dispel some of the myths about the CBA's viability on this project. E - 1 - 15

**Suzanne Greenwald, 836 Barkley Square, University City, MO**

Ms. Greenwald stated lately she finds herself being very confused about some of the terms and procedures being expressed, and wonders if her confusion has to do with her own misinterpretations. Her understanding is that "*Community*" refers to U City, in general; more specifically, all the residents who will be affected by this new development. And she would suppose that "*Benefits*" means that the community is going to make some demands on the developer and that these demands would be negotiated until there is an agreement. Taken literally, that means that the whole community would meet in a room with the developer. But of course, that's not possible, so the community then needs representation.

Ms. Greenwald stated in her opinion, there seems to have been some self-appointed representatives who she does not remember voting for to represent her interests. When did the community elect Patricia Washington, Tom Sullivan, Jan Adams, Ellen Bern or Sonya Pointer? On the other hand, she does remember voting for Councilmembers Carr, Cusick, and Mayor Crow, to represent her. And apparently, residents in the 3rd Ward made their voices known by voting for Councilmembers Smotherson and Clay.

So perhaps, the term "*Community Benefits Agreement*" refers to a very specific type of documentation. But from her perspective, this community will have a CBA once this government; the people they actually voted for, negotiates the terms and comes to an agreement with the developer.

**Donna McGhee, 7584 Melrose, University City, MO**

Ms. McGhee stated there is a large City-owned Sycamore tree located next to her driveway that she has requested to have removed due to safety and liability concerns. Large branches fall on a daily basis and the tree's roots have encroached up on her driveway, destroying the pavement and making it impossible for her to park her car. She stated although she was granted an appeal by the Urban Forestry Commission, she was disappointed by the process, response, and outcome. The Commission failed to present any criteria from the International Society of Arboriculture; which is supposed to be the standards they apply. And in spite of the fact that she had taken the time to generate a petition signed by neighbors and other members of the community, their decision seemed to solely be based on their belief that, "*This was such a beautiful tree*".

Ms. McGhee stated she would love to be able to access her home and while the City has informed her that they will be pruning all trees, that is not scheduled to occur until sometime late in the fall.

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

Mr. Tiers stated he is concerned about two issues related to the Olive Development.

1. The Need for Additional Outreach: Residents apparently believe this development is going to march completely down Olive; very soon, and root out the Asian community and businesses. But unless he is completely mistaken, this development will be limited to the area west of McKnight and the City limits adjacent to 1-70, and the rest of Olive is actually slated for 5 million dollars in upgrades and retention of existing businesses. But the fact that he keeps hearing this misconception leads him to believe that his information has not been made sufficiently clear and more outreach should be undertaken to make people aware of what is really going on.

2. The CBA: Mr. Tiers stated in general, he would be supportive of a CBA because, at the very least, it improves the optics. And based on his understanding, there are some things that cannot; under Missouri law, be agreed upon between the City and the developer, one of them being a wage agreement. So that's another area where a CBA could conceivably be a benefit. He stated he also understands that a CBA must be executed between the developer and a group of citizens' representative of the community. And while he is uncertain about whether the City actually has the authority to say that an external group cannot in any way make this agreement, he is hard-pressed to understand how a CBA can be executed by a group, that to his knowledge, doesn't even exist?

**P. COUNCIL COMMENTS**

Mayor Crow thanked the City Manager and Matt Pagano, for helping the City secure a 1.9 million dollar SAFER Grant for the possibility of placing additional firefighters into the community and reinstatement of the City's EMS Transport. He stated that special thanks should also go out to Congressman Lacy Clay for his support in these efforts.

- 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 and RSMo 610.021 (2) Leasing of real estate by a public governmental body

Councilmember Hales moved to go into Closed Session, at was seconded by Councilmember Smotherson.

Roll Call Vote Was:

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

**Nays:** None.

**R. ADJOURNMENT**

Mayor Crow closed the regular City Council meeting at 8:30 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 9:24 p.m.

## Council Comments – September 24, 2018

**Honorary Street Signs** – Chicago simply adds an honorary sign under the legal street sign. The legal name remains in green and the honorary sign placed underneath is brown with gold lettering with a designation “honorary”. I don’t see why that would not be the simplest and least expensive resolution for us. Once this Council opens these floodgates, you are likely to receive numerous requests, so I urge you to take the long view and conserve our resources.

### **Misleading the public and distorting the City’s public records.**

I submitted a written comment last month stating that a list of proposals for a CBA had been presented to Council Members. My basis for that statement was copies of e-mails that I had received. I was both amazed and amused when later in that same meeting Paulette Carr claimed that she had not seen any such documents. She asked if any other members of Council had seen such documents. Two of the Council Members that I knew had been copied on the e-mails shook their heads no and the City Manager expressly denied receiving any such documents. Thus, they asserted that I had not told the truth.

My first thought is why are these three City leaders keeping these documents away from Paulette? My second thought was why would these leaders dare to lie, on the public record, about something that can be proven to be false?

I deferred to Patricia Washington to set the record straight, which she did at the last Council meeting. I just want to remind the citizens of UCity that there are citizen advocates who post on social media support for the TIF and the Olive Development and frequently accuse others of misleading the public and providing misinformation. However, there is a great deal of misinformation coming from our elected officials. So, to complete the public record, I did not lie about Council Members and the City Manager having a list of asks by the community organizers advocating for a CBA, but our elected Officials did.

This Council may still agree to a CBA. By failing to agree, you are depriving your constituents of the power to enforce the promises being made to them. I believe this is an abuse

of power, a blatant attempt for seven officials to obtain sole control over the anticipated \$15 Million Dollar fund. My assertions are supported in recent correspondence with citizens appointed to our Human Relations Commission.

### Human Relations Commission

The HR Commission proposed to conduct a survey regarding the anticipated TIF funds, but the Mayor ordered the Commission to refrain. Quoting from an e-mail I have, "I received a phone call from Mayor Crow ordering us not to proceed with the survey at the TIFF Commission meeting, without Council approval of the survey (for which there was no time)..."

Quoting from another e-mail, "The day we submitted our survey, I received negative, confrontational and disrespectful comments about our suggestion to include Community Based funding from the redevelopment on the survey. I was also told that we, four *volunteer* commission members, had voted to obtain all of the money our city was to receive from one the biggest projects to occur in U. City. Ha! What a joke!! (emphasis in the original)

"In attendance with commission members at the meeting were two government liaison members... So, officials knew these two [] could verify our intentions to be honest. But, attacks came anyway! Wonder why? I took time and analyzed who would put the rumor out into the community about citizens voting to take government funds? What was their motive? The rumor, I feel was designed to prelude a need to oust the HRC entirely! Why now, I thought? Maybe, we were getting too close to something? It was then I was told specific guidelines about our simple survey. Absolutely, no reference to a Community Based initiative could be included.

I am appalled by the efforts of this Council to gag our community activists. This administration will regret these efforts.

EMS

Respectfully submitted,

  
Jan Adams, 7150 Cambridge Ave.

Regarding University City's TIF plans and the impact on Olive Blvd

Good evening, everyone. My name is <sup>Angela He</sup>~~Aminda Fan~~, and I am a member of Asian and Pacific Islanders Demanding Justice, a WashU student group concerned with Asian-American and Pacific Islander social issues. I am speaking on the behalf of myself and several other APIDJ students who couldn't make it, but are very concerned about the TIF plan and the future displacement of the Olive Blvd community.

The Olive Blvd community is an important aspect of many people lives, both in the local community and those that call St. Louis home during their college years. Olive represents a place where over 30% of the WashU student population, including myself, and many immigrant families can reconnect with our culture. For residents, it has been their home and family.

For others, the businesses that they've built are their entire livelihoods. It was extremely difficult to rebuild the community after the construction of the Busch Stadium parking lot that destroyed the previous Chinatown and forced everyone to move. To displace everyone again, especially for many of the first-generation non-English speaking residents, would be to take away everything they've worked for since they moved to America.

If the TIF plan were to carry through as it is now, we would lose not only an important aspect of University City life, but a unique, irreplaceable one as well. Many of these are family small businesses and restaurants that attract visitors to University City and add character that sets the city apart from the other municipalities in the St. Louis area. We stand in support with the residents of Olive Blvd, ask that the council consider the interests of *all* the people they represent, and ask that the council let the voices of these people be heard. A Costco can be built anywhere. An entire way of life cannot.



**UNIVERSITY CITY COUNCIL  
STUDY SESSION  
5th Floor of City Hall  
6801 Delmar  
September 24, 2018**

**1. MEETING CALLED TO ORDER**

The City Council Study Session was held in the Council Chambers on the fifth floor of City Hall, on Monday, September 24, 2018. Mayor Crow called the Study Session to order at 5:30 p.m.

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

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

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan Jr., and Fire Chief, William Hinson.

**2. CHANGES TO REGULAR COUNCIL AGENDA**

Mr. Rose suggested the following amendments:

- That Item No. 2 under the City Manager's Report be removed, and
- That Item No 1 under the Consent Agenda be moved to the first item under the City Manager's Report.

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

**3. Emergency Medical Services (EMS)Transport**

*Requested by the City Manager*

Mr. Rose stated significant dialogue was exchanged regarding the Fire Department's EMS Transport during the presentation of the approved Work Plan, and tonight, Chief Hinson will provide Council with information about the financial impact of moving the City back to performing its own EMS transport.

Mr. Rose stated on Friday, the City learned that it had been awarded the SAFER Grant in the amount of 1.9 million dollars; the potential impact of this grant has been factored into the presentation

Fire Chief, William Hinson, stated he would like to send a big thanks out to Matt Pagano, whose hard work resulted in the receipt of this grant, which if implemented, will bring the Fire Department back up to its previous level of staffing.

- **FISCAL EVALUATION - YEAR ONE**

- **Without the SAFER Grant**

- Personnel Cost = \$1,112,787.84
    - Ambulance Cost = \$393,739.00
    - Medical Equipment = \$130,161.87

- Total - \$1,609,687.87
    - EMS Billing Revenue = \$800,000
    - Projected Total Cost = \$809,687.87

- **With the SAFER Grant**

- Personnel Cost = \$336,681.84
    - Ambulance Cost = \$393,739.00
    - Medical Equipment = \$103,161.03

- Total - \$833,581.87
    - EMS Billing Revenue = \$800,000
    - Projected Total Cost = \$33,581.87

- The SAFER Grant is broken down into a three-year program with the City's financial obligation being 25% year one; 25% year two, and 65% year three, and the Federal Government's portion being 75% year one; 75% year two, and 35% year three.
      - The City's ambulances and associated equipment were outdated and slated for replacement at the time they were taken out of service.
      - Two of the City's three ambulances will be replaced.
      - Replacement of ZOLL Cardiac Monitors and related equipment.
      - New software will be purchased to write EMS Reports, create a more efficient billing system, and enhance the EMS revenue stream.

- **YEAR TWO**

- **Without the SAFER Grant**

- Personnel Cost = \$1,055,360.16
    - Ambulance Cost = \$ 256.182.00
    - Medical Equipment = 33,651.43

- Total - \$1,345,193.59
    - EMS Billing Revenue = \$ 800,000
    - Total = \$545,193.59

- **With SAFER Grant**

- Personnel Cost = \$279,254.16
    - Ambulance Cost = \$ 256.182.00
    - Medical Equipment = \$33,651.43

- Total = \$569,087.59
    - EMS Billing Revenue = \$ 800,000
    - Total = +\$230,912.41

- Replacement of the third ambulance.

- **YEAR THREE**

- **Without SAFER Grant**

- Personnel Cost = \$ 1,055,360.16
    - Ambulance Cost = \$0
    - Medical Equipment = \$ 33,651.43

- Total - \$1,089,011.59
    - EMS Billing Revenue = \$800,000
    - Total = \$289,011.59

- **With SAFER Grant**

- Personnel Cost = \$685,984.10
    - Ambulance Cost = \$0
    - Medical Equipment = \$ 33,651.43

- Total - \$719,635.53
    - EMS Billing Revenue = \$800,000
    - Total = +\$80,364.47

- **CURRENT EQUIPMENT/SUPPLIES**

- **ZOLL Cardiac Monitor:**

- Replacement of two @ \$67,264.60; \$33,632.30 each, needed ASAP

<b>Medical Supplies:</b>	Averaging \$30,000 a year, will increase by \$35,000 yearly.
<b>Oxygen:</b>	Averaging \$3,000 a year, will increase by \$4,000 yearly.
<b>Medical Waste Disposal:</b>	Averaging \$10,550 a year; currently negotiating price with a target of approximately \$2,000 a year/
<b>EMS Reporting Software:</b>	\$13,000 yearly subscription. This software connects to surrounding Fire. EMS, hospitals utilizing this system, as well as the Mo Bureau of EMS. It simplifies billing and eases the collection of patient information.
<b>EMS Billing:</b>	Previously handled by Mediclaims and the Department is recommending that this service be resumed. Mediclaims charges 5% of what they collect on billable runs. Zero start up cost. Zero maintenance fees. They set up and maintain all contracts with Medicare/Medicaid.

- EMS Reporting Software goes directly to Mediclaims, eliminating countless man-hours associated with producing claim forms.
- Missing patient information can now be obtained by linking into the hospital's software system.

- **CURRENT AMBULANCES**

1. 2009 Chevrolet Medtec Ambulance; *(move to back up position and replace in 2<sup>nd</sup> year)*
  2. 2011 International Osage Ambulance; *(remount box to new Freightliner Chassis for a savings of approximately \$80,000)*
  3. 1999 Freightliner Medtec; *(complete replacement due to age and condition)*
    - ❖ *See packet for further details.*
- The Freightliner Medtec averages 20 years of service.

Mr. Rose stated the following represents the actions he intends to take unless otherwise directed by Council.

- **NEXT STEPS**

1. Acceptance of the SAFER Grant; Submitted on Oct. 8th Council Agenda.
2. Amend Capital Improvement Program to reflect needed Capital Purchases; shifting the \$250,000 allocated for FY19 and FY20 for the purchase of a pumper truck, to the purchase of an ambulance.
3. Amend the City Staffing Plan for additional firefighter/paramedics.
4. Open Formal Discussion with Gateway Ambulance and Chief Hinson to initiate a Transition Plan.
5. Periodic Council updates on the progress.

Councilmember McMahon asked if there would be two paramedics in every ambulance? Chief Hinson stated the grant will bring staffing levels up to the national standard which have not been met since 2015 because Gateway's personnel could not be used as firefighters. The standard requires that each department have fifteen people on the scene of an emergency situation within 8 minutes. Therefore, if approved, each crew will consist of fifteen people with two ambulances, each manned by two paramedics. And since all of their personnel are firefighter/paramedics, there will be paramedics on every fire truck. Councilmember McMahon asked if U City would regain its full mutual aid support from surrounding communities? Chief Hinson stated mutual aid will automatically assist both EMS and Fire. Councilmember McMahon asked if the software being proposed transferred the patient's data and medical condition to the destination hospital? Chief Hinson stated the new cardiac monitors transmit information to the software program, which in turn, transmits it to the hospital prior to the patient's arrival. This also allows hospitals to assist with a patient's medical care while in transit.

Councilmember Carr stated it was her understanding that the Department had supplied Gateway with several of their 911 radios, and wondered if they also needed to be replaced? Chief Hinson stated that Gateway had purchased their own radios and returned all of them back to the Department.

Councilmember Clay asked if the City was contemplating an early termination of Gateway's contract? Mr. Rose stated although it is being contemplated, a more definite timeframe will be contingent upon what the Transition Plan entails once it is completed. And the only thing we are sure of today is that the City must hire and train twelve firefighter/paramedics, and purchase a significant amount of capital equipment. Councilmember Clay asked Mr. Rose for the length of time remaining on Gateway's contract? Mr. Rose stated that their contract is scheduled to expire in roughly two years; August 31st of 2020.

Councilmember Clay asked if the new software system would allow the City to capture billing that perhaps, it had been unable to capture before, and result in increased revenues? Chief Hinson stated a vast majority of the problems associated with billing, was the ability to obtain sufficient patient information prior to their release because once a patient arrives at the hospital various privacy regulations; such as HIPPA, are invoked. So yes, the new software program will provide the Department with any information the hospital has on file and greatly minimize previous issues associated with billing.

Councilmember Clay stated since year three indicates that the City will be paying more and therefore, receiving less revenue, will we find ourselves getting into a challenging situation in year four if we are unable to receive another grant? Mr. Rose stated the answer to that question is dependent upon what you view as the role of local government in this area. So, while by no means does he want to insinuate that he believes long-term the revenues collected will be more than enough to cover the cost of Fire, he would not characterize year four as challenging, since he does not believe this is a financial issue.

Instead, he views it as more of an issue about the core service that local government provides. He stated that a good example; which he would suggest that the officers present take with a grain of salt, would be contracting out the City's Police Department to the County. If you simply look at it from a financial perspective, the associated cost would be far less than employing a full police force. But U City doesn't do that, because most, if not all of you believe this is a core service that local government should be providing. And he holds the same belief as it relates to the Fire Department.

Mr. Rose stated the reality is that Gateway's employees are typically not from U City, which has some rather unique issues associated with accessing various neighborhoods. So, if they go down the wrong street it could take them an additional 5 to 10 minutes to get back on track. Now you might say, well if they only get lost once or twice a year, that's not a big deal. But it is a big deal when it's you, your family or a friend, because in a life or death situation seconds matter. U City firefighters know this City, and that factor makes the likelihood of them going down the wrong street extremely unlikely. So that is another reason why he will be recommending that Council approves the SAFER Grant and revert back to the City's previous practice of providing EMS services for its residents.

Councilmember Smotherson stated the difference between Fire and Police is that the Police Department does not bill for services rendered. And what this administration realized prior to Gateway is that the City was approximately 1 million dollars in debt as a result of uncollected fees. So, if Council elects to revert back to the previous practice, what mechanisms will be in place to ensure that the City does not incur this same liability? Mr. Rose stated albeit these two departments may be different in that aspect, they are similar in that both departments provide public safety that deals with life or death situations.

He stated should Council decide to move forward with this proposal, policy decisions regarding exactly what the City should be billing for services will also have to be considered. Medicaid and Medicare have a predetermined price structure for ambulance services, so should the City bill in excess of that amount? The intent is to be smarter and more aggressive in collecting funds, but by no means does this proposal mean that the City's revenues will be lessened. U City is increasingly becoming an older community and a part of that aging process necessitates the need for more frequent hospital visits.

Councilmember Smotherson questioned how many fires had occurred in the last two years that had even met the fifteen firefighter requirement? Chief Hinson stated while he is uncertain of the exact number, another requirement of NFPA is the 17-10 standard which dictates that for every two people actively engaged in putting out a fire there must be two people outside with the truck. So, when he sends a fire truck out it must have four to five firefighters onboard in order to meet that standard. He stated at the end of the day, it's not about how many fires they've had because from their perspective it only takes one fire to put someone's home or family at-risk. You don't go to a different family physician every visit, and his department views the services they provide in the same manner; this is their town and they are here to take care of you, so they take pride in ownership.

Chief Hinson stated when you know you're going to be working in the same place every day; you're going to do your very best because you'll see those same people tomorrow. And that's simply not true with contract services.

Councilmember Smotherson stated his understanding is that the practice within the Department has been that new employees are assigned to operate the ambulances. So he was curious to know whether the SAFER Grant requires new hires to rotate on the trucks, as well as ambulances? Chief Hinson stated they have already started to put together a program where the twelve new hires will receive on-the-job training eight hours a day, Monday through Friday. So current employees understand that some form of rotation will be necessary in order to get these people trained. Councilmember Smotherson asked what tasks would be assigned to the new employees at the conclusion of their training period? Chief Hinson stated he had never encountered an issue with how the rotation works, but if there is one, he would be willing to look into it. Councilmember Smotherson stated his real concern is whether a rotation even exists and if there is one, whether employees are given the opportunity to opt out of driving an ambulance? Chief Hinson stated that seniority bumps an employee up the line, so if somebody below you is off or out on vacation, then you could be dropped down to operating an ambulance. He stated when he started 25-years ago there was no rotation. The City had two ambulances and the primary ambulance that ran every call was at House 2. So, for his first five years, he ran every call that came in and loved it.

Councilmember Smotherson asked if the City had a certified emergency medical dispatch? Chief Hinson stated as far as he knows, it does not. Councilmember Smotherson questioned whether one was required in order to restore the City's EMS transport service? Mr. Rose stated one option could be to expand or combine the City's existing dispatch with police. And another is to look at the type of service other cities are utilizing. He stated while he thinks the better option is an expansion of both police and fire dispatchers, here again, much of this will depend on what the Mayor and Council are amenable to as staff delves into the Transition Plan.

With respect to rotation, one of the challenges often experienced in the Fire Department today; that is different than fifteen years ago, is that people leave. So if you couple that fact, with the Class and Compensation Study currently taking place, he suspects that the ability to be more competitive in the market will produce a more stable environment not only in the Fire Department but throughout the entire organization. And if that can be established, then the likelihood of rotation occurring simply because someone has left will be minimized. Councilmember Smotherson stated what he is referring to with respect to rotation, is a system that employs both senior and low-ranking firefighter/paramedics in the operation of an ambulance. Because if the argument is that Gateway employees don't know this City, wouldn't the same be true of the City's younger recruits being assigned to the ambulance that obviously, have less experience? Mr. Rose stated although that argument may be true today, he would ask Council not to consider the organization as it currently exists, but how it will be in the future.

Once U City becomes more competitive, the new definition for a young recruit might be someone who has been on board for seven years. That's the way the Department used to look like fifteen years ago, and that's what this City needs to bring to fruition again.

Councilmember Cusick questioned whether participating in mutual aid meant that U City was obligated to assist other communities? Chief Hinson stated that it did. Councilmember Cusick questioned whether the possibility existed that both of the City's ambulances could be needed to assist another community at the same time? Chief Hinson stated as far as he can recall, that has never happened. Councilmember Cusick asked whether U City was obligated to assist Richmond Heights? Chief Hinson stated that it was. Councilmember Cusick asked what northern communities would typically respond if the City's ambulance was not available? Chief Hinson stated the communities that assist on a routine basis are Olivette, Ladue, Clayton, Richmond Heights, and Brentwood. And in extreme cases when every unit is needed, mutual aid can come from Creve Coeur or Chesterfield. Councilmember Cusick questioned whether the City's ambulances could go as far as Creve Coeur or Chesterfield? Chief Hinson stated while it could happen, it's not the norm.

Councilmember Cusick asked what the \$800.00 EMS billing revenue was based on? Mr. Rose stated it was based on past receipts which range from \$700,000 to \$900,000, depending on the number of calls received. Councilmember Cusick stated if Mediclaims charges 5% would the average EMS billable revenue be decreased to \$760,000? Mr. Rose stated while the City could end up collecting more or less, that's a good estimate. Councilmember Cusick stated if Council decides to go this route, would it be possible to get information on Mediclaims' success rate and references from some of the other communities they work with? Mr. Rose stated that the City could incorporate those types of requests in Mediclaims' contract. Chief Hinson informed Councilmember Cusick that Mediclaims was a large company based out of Oklahoma who handles EMS services nationwide.

Councilmember Hales asked whether the medical waste cost of \$80,000 was from when the Department previously provided EMS transport? Chief Hinson stated that it was. But at the time that contract was executed they were the only game in town. Today, there are about six companies and that competition has driven the price way down. So staff is currently in negotiations with this company in hopes of terminating that contract.

Councilmember Hales stated he is a little concerned that all of the ambulances will be due for replacement at the same time, and wondered if there was any way to extend the timeframe for replacing the third ambulance now planned for year two? Chief Hinson stated since the grant money would cover personnel costs, staff believed this would be a good time to invest in new equipment. So yes, they could stretch it out, but it's been in mothballs for three years, sitting outside on the parking lot, and they have no idea what kind of shape it's in.



Mayor Crow stated his assumption, is that trying to find twelve qualified people to fill these positions is going to be somewhat challenging? Chief Hinson stated they get applications on a daily basis even when there are no openings, so there seems to be a lot of people that live in St. Louis County who would love to work in U City. The unfortunate aspect is that, Pattonville just passed a tax increase to bring their staffing up to the 17-10 standard, so there are going to be several districts who will be hiring in mass.

Mr. Rose stated Council will be given the opportunity to decide what the class and compensation should be for U City employees, and once that is completed it will allow this City to be much more competitive. He stated he also thinks the level of activity for the City's police and fire departments is much greater than you would experience in other cities, so their compensation should reflect that.

Mayor Crow asked if there were any additional steps to be taken, once the Transition Plan is in place, to establish mutual aid? Chief Hinson stated once mutual aid has been established there is nothing else that needs to be done.

Mayor Crow stated collectability has been a challenge for this community the entire ten years he's been a member of Council. And while he always hopes for improvement, everyone should be cognizant of U City's socio-economic condition as opposed to some of the surrounding communities with higher collection rates. But, as the City Manager indicated, this is a core service he also believes should be provided to residents, in spite of the reality that the financial aspect of implementing this service may not get a whole lot better.

Councilmember Smotherson stated since diversity is constantly being touted as one of the key characteristics of U City, he's curious to know the racial makeup of the Fire Department as it stands today? Mr. Rose stated although he would have to provide that information to Council at a later time, he can share a couple of his thoughts regarding diversity throughout the entire organization.

A project that he and Chief Hinson will be discussing, and he and Chief Hampton have already discussed, is reestablishing the Cadet Program. In his opinion, there are barriers that hinder entry into both professions, and this program would be designed to provide greater exposure to women and minorities and assist them in becoming qualified for these public safety positions. Mr. Rose stated what he believes this City should be doing is creating programs that open doors and enhances the existing pool of applicants. But on the other hand, while these things are very important, the one insight that cannot be overlooked is the need to always pursue the best-qualified candidate. Because as an officer or firefighter my issue is not what color an individual is, but whether that individual can shoot straight or knows how much pressure to put on the pump, so that no one is endangered by their inadequacies.

Chief Hinson stated what he can say, and it can be verified by Ms. Howze, is that his department recognizes the need for diversity and is doing their very best to satisfy that need. But a large part of the problem is that county-wide everybody is doing their best to improve diversity within their population. And the vast majority of these districts pay a lot more money. In fact, he has had captains leave to become a private somewhere else because it pays more.

Councilmember Smotherson stated his understanding is that there are no African-American paramedics, and yet, we are a diverse community. So he hopes this is something the Fire Department and this administration, does not give up on.

Mr. Rose stated both Departments, Fire and Police, share these same challenges, and he does not believe it is something they are going to give up on. Unfortunately, as it stands today, the criteria that deems someone qualified for these positions is out of the City's control. But what it can do is create programs that mentor, coach, and provides exposure to women and minorities.

Councilmember Hales stated he does not believe there is a member on this Council that does not share these same values. But, as it stands today, the City has no control over who Gateway hires, so he would welcome that control. And as we observed this past spring, the City Manager clearly heard Councilmember Smotherson when he raised this same issue with respect to companies the City contracts with to perform various concrete and street repairs. Because when it came time for some of this work to be done, the crews absolutely reflected the diversity of this community.

#### **4. ADJOURNMENT**

Mayor Crow thanked everyone and closed the Study Session at 6:19 p.m.

LaRette Reese  
City Clerk

DRAFT



## Council Agenda Item Cover

**MEETING DATE:** October 8, 2018  
**AGENDA ITEM TITLE:** SAFER Grant approval  
**AGENDA SECTION:** Consent Agenda  
**CAN THIS ITEM BE RESCHEDULED? :** No

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### **BACKGROUND REVIEW:**

This is for the acceptance of the SAFER grant awarded to the Fire Department to increase personnel back to former levels and National standard. This grant is awarded over a 3 year period with the Grant paying 75% of additional personnel salaries in year one and two, and 35% in year three. Acceptance of this grant will result in no reduction in force for hired personnel within the Fire Department over the term of the grant. The total amount of the grant is \$3,104,424.00, with a required match of \$1,190,029.00 of non-Federal funds. The Federal share is \$1,914,395.00 of the approved total project cost of \$3,104,424.00.

### **RECOMMENDATION:**

The City Manager recommends acceptance and approval of the SAFER Grant.

### **ATTACHMENTS:**

- Award Letter (EMW-2017-FH-00301)
- SAFER acceptance deadline letter and instructions.





# FEMA

Mr. William Pagano  
University City Fire Department  
863 Westgate Ave  
University City, Missouri 63130-3411

Re: Award No. EMW-2017-FH-00301

Dear Mr. Pagano:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 Staffing for Adequate Fire and Emergency Response (SAFER) Grant has been approved in the amount of \$3,104,424.00. As a condition of this award, you are required to contribute a cost match in the amount of \$1,190,029.00 of non-Federal funds. The Federal share is \$1,914,395.00 of the approved total project cost of \$3,104,424.00.

**Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:**

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2017 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Notice of Funding Opportunity

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

**Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.**

In order to establish acceptance of the award and its terms, please follow these instructions:

**Step 1:** Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.


Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your recruitment period has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

**Step 2:** If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and keep the original form in your grant files. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

10/3/2018

Award Package

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas DiNanno". The signature is written in a cursive, flowing style.

Thomas George DiNanno  
GPD Assistant Administrator

J - 1- 4



**Congratulations on being selected to receive a FY 2017 SAFER Grant award!**

**I am your SAFER Program Office point of contact. The SAFER Program Office is responsible for the programmatic monitoring of this grant. As such, I will be reviewing your payment requests, performance reports, and amendment requests.**

**This e-mail and its attachments contain the information that you need to know in order to be successful with this grant.**

**If you have not already done so, you will need to officially accept or reject this grant award within the eGrant system. If no action is taken within thirty (30) days from the date of notification of award, the system will retract the award. If you need additional time to make a decision, please let me know.**

**Be sure to print and carefully read your Award Package, which is available in eGrants. The Negotiations Comments section of the Award Package may contain adjustments or special conditions that were added during the award process. To access the Award Package and the updated application, please refer to the Award Package section of the attached User Guide.**

**Please carefully read the attached User Guide as it contains important information to help you successfully manage your grant, including grant requirements, deadlines, and detailed instructions about how to submit reports and requests in the eGrants system. In addition to your grant award and the Notice of Funding Opportunity, you should refer to the User Guide anytime you have questions about this grant. You should also share the User Guide with any personnel not listed as a contact on the grant that will be involved in the grant management or that will be providing information (e.g., payroll personnel, human resources personnel, etc.) to you about the grant.**

**Under this grant, you have a 180-day recruitment period to fill the awarded SAFER positions. The recruitment period started on the date the application was approved for award, and ends with the start date of the performance period; therefore, the 180-day recruitment period has already begun. You can find your grant period of performance (POP) in a number of places in the eGrant system, including in the Award Package and on the SAFER Payment Request(s) screen. Please see the Period of Performance section of the User Guide for additional information.**

**If your department is able to hire the SAFER positions before the end of the 180 day recruitment period you can start the POP early. In order to start the POP early you must submit an official amendment request to change the start date. The amendment must be submitted in eGrant at least two weeks prior to the start of the original POP. Amendments submitted after the POP has begun will not be approved. Salary and benefit costs incurred during the 180-day recruitment period are eligible for reimbursement only if you submit an amendment to start your POP early.**

**During the grant period of performance, your department is required to incur no layoffs, fill all SAFER-funded positions and maintain the operational staffing at the level that existed on the date of award as well as the number of awarded SAFER positions. This requirement is referred to as the "Staffing Maintenance Number."**

**In order to determine your department's staffing maintenance number, please complete and submit a "Pre-SAFER Roster." The Pre-SAFER Roster must include the name and rank of all paid, full-time operational personnel that support the department's NFPA 1710/NFPA 1720 compliance and who were employees at the time of award. If you have full-time equivalent (FTE) positions that support the department's NFPA 1710/NFPA 1720 compliance, and are shared by more than one firefighter, the number of positions will need to be clearly identified on the Pre-SAFER Roster as well. Each FTE position will be counted in your minimum required staffing level.**

Volunteer personnel and administrative personnel/civilians do not need to be included on the list.

An operational position is defined as a position with a primary assignment (more than 50 percent of time) on a fire suppression vehicle, regardless of collateral duties, in support of the department's NFPA 1710 or NFPA 1720 compliance.

Additional information on how to complete the pre-SAFER roster can be found in the Staffing Maintenance Number section of the User Guide.

Please submit the "Pre-SAFER Roster" to me by e-mail no later than 10/10/2018. For your convenience, a roster template is attached as an example for developing your Pre-SAFER Roster. You may use this template or one of your own, as long as all requested information is provided.

Please note that we will not be able to process quarterly performance reports or payment requests until the Pre-SAFER roster has been received and the Staffing Maintenance Number has been established.

Please also review the department's points of contact as listed in the original grant application to ensure there have been no changes since the application was submitted. Please see the Points of Contact section of the User Guide for information on how to update the contacts.

Finally, please make sure to advise me if you encounter any issue that will prevent you from meeting the requirements of this grant. Please remember to include your grant number on all correspondence and e-mails. Thank you for participating in the SAFER grant program and congratulations again on your award!

Respectfully,

Yesenia Diaz

Program Analyst, SAFER

Assistance to Firefighters Grant (AFG) Program

DHS/FEMA/Grant Programs Directorate

400 C Street S.W., 3N

Washington, D.C. 20472

Desk: (202) 212-7314

AFG Help Desk: (866) 274-0960

Email: [yesenia.diaz@fema.dhs.gov](mailto:yesenia.diaz@fema.dhs.gov)

**\*\*Please include your grant number in the subject line of your email\*\***



## Council Agenda Item Cover

**MEETING DATE:** October 8, 2018  
**AGENDA ITEM TITLE:** Leaf Collection Contract  
**AGENDA SECTION:** Consent Agenda  
**CAN THIS ITEM BE RESCHEDULED?:** No

**BACKGROUND:** The City of University City participates in a program of natural recycling each fall and spring by carrying out leaf collection. Leaves are gathered from the property by residents, brought to the curb line, and then picked up by mechanized street sweepers and specialized trucks fitted with a vacuum apparatus. They are transported to the Ruth Park Recycling Area where they are transferred and processed into a fine mulch product and made available to University City residents through St. Louis Composting Inc. for their gardening and lawn care needs.

During the period when the leaves fall at its heaviest, in order to maintain the collection schedule, it is necessary to employ a sub-contractor to supplement the Street and Park Division crews in completing the task. The contractors are required to provide up-to-date equipment and be available during extended hours and inclement weather conditions.

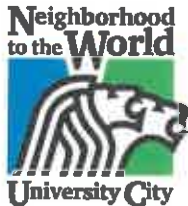
The City sought bids from contractors for leaf collection services and, on September 11, 2018, opened bids for the contractual leaf collection services. The contractors' submitted hourly rates for a three year period; fall 2018 was the first year of the contract and fall 2020 will be the third and last year for this contract. The tabulation of bid proposals is as follows:

Contractor	Bid Hourly Rate – Year 1	Bid Hourly Rate – Year 2	Bid Hourly Rate – Year 3
Hendel Lawn Care Inc.	\$165.00	\$165.00	\$165.00
T.G. Williams	\$232.50	\$244.25	\$256.50

The City budgeted \$75,000.00 for the leaf collection service contract from the General Revenue Fund for FY2019. An ordinary fall season's expenditure is around 300 hours of work equaling about \$50,000.00 of expenditure and to be within budget. The subcontractor's services are not usually needed for the spring leaf collection season.

**RECOMMENDATION:** City Manager recommends that the City Council approve the award for the leaf collection services for Year 1 to Hendel Lawn Care Inc. in the amount of \$165.00 an hour.





## Council Agenda Item Cover

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**MEETING DATE:** October 8, 2018

**AGENDA ITEM TITLE:** Annual Renewal with the City of Chesterfield on behalf of the St. Louis APWA Salt Cooperative (Co-op) for Road Salt Purchase and Delivery

**AGENDA SECTION:** Consent Agenda

**CAN THIS ITEM BE RESCHEDULED?** No

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**BACKGROUND:** Each year University City joins twenty-five other municipalities with the City of Chesterfield Salt Co-op. The City of Chesterfield handles the bidding for the actual salt and the cost for the delivery of the salt to our Public Works Facility. This salt helps the Street Division Crews with removing most effectively the snow and ice from inclement weather events.

The Street Division requested purchasing five hundred tons of de-icing road salt through the co-op from the City of Chesterfield to be used on residential streets during the winter of 2018 and 2019.

The City of Chesterfield advertised for bids for the salt and the delivery of the salt. Compass Minerals was low bid for the salt purchase and Beelman Logistics LLC for the delivery/hauling of the salt. The low bid for salt through Compass Minerals was \$49.23 per ton. The low bid for the delivery/hauling of the salt through Beelman Logistics was \$12.33 per ton. The bid proposal for each low bid is as follows (bid document attached):

City of Chesterfield (Amount for salt: \$24,615.00)

Attn: Kathy Juergens  
690 Chesterfield Parkway West  
Chesterfield, Mo. 63017

Beelman Logistics LLC (Amount for salt delivery/hauling \$6,165.00)

Attn: Sue Malick  
One Racehorse Drive  
East St. Louis, IL. 6225

**RECOMMENDATION:** City Manager recommends authorizing him to purchase de-icing road salt from the City of Chesterfield for \$24,615.00 to be delivered/hailed by Beelman Logistics, LLC for \$6,165.00 with both services being provided under the City of Chesterfield Salt Co-op per their 2018-2019 Rates. This purchase will be funded from account # 01-40-32-7210 and it is within budget.

**ATTACHMENT:** Bid document for purchase and delivery/hauling of road salt



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690 Chesterfield Pkwy W • Chesterfield MO 63017-0760  
Phone 636-537-4000 • Fax 636-537-4798 • [www.chesterfield.mo.us](http://www.chesterfield.mo.us)

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August 21, 2018

John Gates  
City of University City  
6801 Delmar Blvd.  
University City, MO 63130

Re: St. Louis Metro APWA Salt Cooperative (Co-op) – 2018/2019 Order

Dear Co-op Salt Participant:

The salt purchase for the coming winter through the St. Louis Metro APWA Salt Cooperative (Co-op) will soon be underway. The salt provider (Compass Minerals) has agreed to hold their prices from the 2017/2018 winter season. The City of Chesterfield City Council approved the use of Compass Minerals for the 2018/2019 winter season at its August 20, 2018 City Council meeting. The hauler (Beelman Logistics LLC) would not agree to hold its prices from last year. Accordingly, the Co-op publicly advertised for bids for the service. The bids were opened on July 11, 2018 with Beelman Logistics submitting the only bid. The City of Chesterfield City Council approved the bid by Beelman at its August 20, 2018 City Council meeting. If you desire to participate in the Co-op again in 2018/2019, please proceed as follows:

- 1) **Please complete the attached SALT REQUEST FORM and return by mail, email or fax to Kathy Juergens at [kjuergens@chesterfield.mo.us](mailto:kjuergens@chesterfield.mo.us) or 636-537-4796 (Fax) by FRIDAY, SEPTEMBER 21, 2018.** Please complete the form in its entirety, and remember that it takes a minimum of six weeks for a barge to be loaded and travel up river. Plan ahead. We cannot adjust schedules or quantities once salt is ordered. Generally, we will follow our past practice of salt purchases near the beginning and the end of the snow removal season. Early deliveries will likely occur before the snow season starts. **Please note the minimum order is 25 tons. You may request less than 25 tons, however, your delivery fee will be based on 25 tons.** Once ordered, the salt is on its way and you must be prepared to accept it when it is delivered. This means you must commit to having personnel available to receive salt whenever it is scheduled. This may require premium, overtime or holiday pay. We do not control the date of delivery and will not pay demurrage.
- 2) **Submit a purchase order to the City of Chesterfield for the proposed amount of salt ordered by September 21, 2018.** As mentioned above, Compass Minerals has offered to honor their 2017/2018 bid price of \$49.23 per ton for the upcoming 2018/2019 season. Their offer was accepted. The rate for the fall delivery and the winter delivery will be \$49.23 per ton. Please multiply your order by \$49.23 per ton to obtain the amount of the purchase order. **Prior to placing your order, we must receive a purchase order to the City of Chesterfield in the extended amount from your respective agency by the**

**September 21, 2018 deadline. If we do not receive a purchase order by that date, your salt order will not be placed. The purchase order should be mailed, emailed, or faxed to:**

**City of Chesterfield, Attn: Kathy Juergens  
690 Chesterfield Parkway West  
Chesterfield, MO 63017  
Phone: 636-537-4762  
Fax: 636-537-4796  
E-mail: [kjuergens@chesterfield.mo.us](mailto:kjuergens@chesterfield.mo.us)**

- 3) **Submit a purchase order to Beelman Logistics LLC for the delivery of the proposed amount of salt by September 21, 2018.** The delivery rate varies depending upon where your municipality is located. For your convenience, a table showing the rate for your municipality is attached. Please multiply your salt order by the delivery rate for your municipality to obtain the amount of the purchase order for delivery. Prior to placing your order, Beelman must receive a purchase order in the extended amount from your respective agency. Although The City of Chesterfield has consolidated the bid and coordinated the effort, you are individually contracting with Beelman Logistics LLC for this portion of the work. It is your responsibility to execute a purchase order with Beelman Logistics LLC for the unloading, hauling, and delivery of salt to your storage facility. **If Beelman does not receive a purchase order by the September 21, 2018 deadline, your salt order will not be placed.** Again, please plan ahead and allow sufficient time for the receipt of your purchase order. Purchase orders to Beelman should be sent to:

**Beelman Logistics LLC, Attn: Sue Malick  
One Racehorse Dr.  
E St Louis, IL 62205  
Phone: 618-646-5331  
Fax: 618-646-5431  
E-mail: [suem@beelman.com](mailto:suem@beelman.com)**

If you have changed the delivery location for salt, please contact Sue Malick at Beelman and let her know.

Each year, we remind the participating municipalities that the contract does not allow demurrage for the salt shipments. As such, each municipality must commit to receiving salt when it is delivered. It may arrive on a weekend, a holiday and may require overtime. **IF YOU ARE NOT PREPARED TO ACCEPT DELIVERIES WHENEVER THEY ARRIVE, DO NOT ORDER THROUGH THE CO-OP.** We have no ability to reschedule or delay deliveries unless you are willing to pay the demurrage charges on the barges. If you have any questions, please contact Kathy Juergens at 636-537-4762.

Sincerely,



James A. Eckrich, P.E.  
Public Works Director/City Engineer

Enclosures



CITY	CONTACT	PHONE #/E-MAIL	TANDEM	2018/2019
				Unit Cost Hauling
Manchester	Bob Ruck/Mark Belpulsi	636-227-1385 x131/636-227-1385 x137, fax 636-227-3818, rruck@manchestermo.gov or mbelpulsi@manchestermo.gov		\$10.75
Maplewood	John Meyer/Jerry Cook	314-647-8633/314-647-8633, fax 314-647-0561, j-meyer@cityofmaplewood.com; j-cook@cityofmaplewood.com	X	\$12.97
Maryland Heights	Steve Schenck/Cliff Baber	314-486-2375, 314-738-2258, fax 314-738-2477, 314-738-2458, sschenck@marylandheights.com, cbaber@marylandheights.com		\$9.86
Normandy	Rodney Jarrett/Kathy Tracy	314-267-3695/314-385-3300 x 3015, fax-314-385-1054, rjarrett@cityofnormandy.gov, ktracy@cityofnormandy.gov	X	\$12.62
Northwoods	Andre Owens	314-393-9920, fax 314-385-8144, aowens@cityofnorthwoods.com	X	\$12.07
Olivette	Bruce McGregor/Walter Taylor	314-993-0252, 314-568-2663 cell, 314-448-3480, fax 314-994-9862, bmcgregor@olivettemo.com/wtaylor@olivettemo.com	X	\$13.82
Overland	Scott Pope/Rick Wagner	314-578-4526 or 314-227-2946/ 314-578-4525, fax-314-423-6226, spope@overlandmo.org / rwagner@overlandmo.org	X	\$14.12
Pagedale	Craig Lovings/Mary Louise Carter	314-803-9204/314-726-1200 - fax-314-726-2604, cityclerk@cityofpagedale.org	X	\$13.77
Pasadena Hills	Leslie Broadnax/Craig Lucas	314-382-4453, 314-393-6358, 314-382-2760 Fax, cityhall@pasadenahills.com		\$8.87
Pine Lawn	Regina Gaithright/Janice Jones	314-561-2585, 314-802-1012, fax-314-261-4412, 314-261-5500 ext 129, pinelawnhousing@pinelawn.org		\$8.67
Richmond Heights	Chris Boyd/Cindy MacDonald	314-655-3670, 314-645-2277, cboyd@richmondheights.org / cmacdonald@richmondheights.org		\$9.07
Rock Hill	Ron Meyer/Scott Riddell	314-941-3406/314-276-6678, fax 314-961-3017, publicwork@rockhillmo.net	X	\$13.22
St. Ann	Mark Payken/Vince Hamm	314-447-1650/314-568-6079, fax-314-427-1084/314-428-2855, Sseymour@stanmo.org / vhamm@stanmo.org		\$9.33
St. John	Jim Phillips/Dean Jones	314-427-8700 x3, 314-575-3099, fax 314-427-6818, jphillips@cityofstjohn.org/djones@cityofstjohn.org	X	\$13.52
St. Peters	Jeff Bateman/Jo Ann Morris	314-484-0660, 636-477-6600 x 1340, fax-636-441-6748, jbateman@stpetersmo.net / jnirus@stpetersmo.net		\$11.98
Shrewsbury	Tony Wagner/Sue Burke	314-560-4385/314-647-5795, fax 314-647-1811, twagner@cityofshrewsbury.com / sburke@cityofshrewsbury.com		\$8.80
Sunset Hills	Jeff Rodenberg/Jerry Eime	314-602-9018, 314-488-4264, fax 314-843-2437, rodenberg@sunset-hills.com / jeime@sunset-hills.com	X	\$14.42
Town and Country	Craig Wilde	314-713-9516, fax 314-587-2825, wildecj@town-and-country.org	X	\$14.87
University City	John Gates/Ron Dade	314-497-2015, 314-546-5872, fax 314-862-1241, jgates@ucitymo.org / rdade@ucitymo.org	X	\$12.33
Village of Hillsdale (no response)	Minnie L. Hester	314-381-0288, fax 314-381-8785, minniehester@sbcglobal.net		\$8.86
Vinita Park	Gerald French/Jeff Carvel	314-565-8877/314-575-6232, fax 314-428-7379, publicworks@vinitapark.org, pw4@vinitapark.org	X	\$13.86
Webster Groves	Paul Verheyen/Frank Henning	314-963-5339, (c) 314-565-5383-Paul, 314-963-5439, (c) 314-565-5384-Frank, Fax 314-963-5399/314-963-5490, verheyenp@webstergroves.org, henningf@webstergroves.org		\$8.98
Wildwood	Scott Hummel/Rick Brown	636-405-2042/636-458-0440, fax 636-458-6969, scott@cityofwildwood.com, rbrown@cityofwildwood.com	X	\$18.62
Winchester	Barbara Beckett/Jewell Meadows	636-391-0600, fax 636-391-6365, cityhall@city.winchester.mo.us/jmeadows@city.winchester.mo.us		\$11.45
Woodson Terrace	Doug Zaiz/Scott Schaefer	314-427-2600, cell 314-393-1462, 314-775-7979; fax 314-427-0571, dzaiz@woodsonterrace.net / sschaefer@woodsonterrace.net	X	\$14.97



## Council Agenda Item Cover

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**MEETING DATE:** October 8, 2018  
**AGENDA ITEM TITLE:** City Hall Annex Assessment Consultant Selection  
**AGENDA SECTION:** Consent Agenda  
**CAN THIS ITEM BE RESCHEDULED? :** Yes

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### **BACKGROUND REVIEW:**

On August 1, 2018 Public Works issued a Request For Qualifications (RFQ) to potential consulting firms to provide services related to the renovation of the City Hall Annex and its potential use as a police facility. In early September 2018 City staff performed individual evaluations of Letters of Qualifications from 4 consulting firms. All firms were rated based on criteria as detailed in the "Missouri Little Brooks Act". The reviewing committee then compared their rankings and a decision was reached to recommend entering into negotiations with Trivers Associates.

### **RECOMMENDATION:**

City Manager recommends approval to grant authority to enter into negotiations with Trivers Associates.

### **ATTACHMENTS:**

1. Copy of Request for Qualifications (RFQ) dated August 1, 2018 for the item
2. Blank Consultant Evaluation Matrix used for qualification-based selection





**Department of Public Works and Parks**

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

**REQUEST FOR QUALIFICATIONS**

<b>City of University City – City Hall Annex Assessment</b>	
Location:	6801 Delmar Blvd., University City, MO, 63130 (located within "University City Civic Plaza Historic District")
Facility Size:	36,132 ft <sup>2</sup>
Consultant Services Required:	<ol style="list-style-type: none"> <li>1. Perform analysis of City Hall Annex <ul style="list-style-type: none"> <li>• Physical evaluation of structure</li> <li>• Historic preservation assessment</li> <li>• Future use of space as police station facility</li> </ul> </li> <li>2. Develop solutions to meet current and future police department space and operational needs <ul style="list-style-type: none"> <li>• City Hall Annex-renovations/additions</li> <li>• New Police Department facility</li> </ul> </li> <li>3. Develop conceptual cost estimates for facility alternatives</li> </ol>
Other Comments:	<u>A mandatory pre-bid walk thru is scheduled for 8 August at 10:00 am.</u> Anyone wishing to bid on this project is required to attend. We will meet at the parking lot immediately behind City Hall on the east side of the Annex building.
Contact:	<p>All inquiries regarding this RFQ should be submitted to Dave Sullivan, University City Public Works, via email <a href="mailto:dsullivan@ucitymo.org">dsullivan@ucitymo.org</a>. Telephone inquiries will not be accepted. <u>Deadline for submission of inquiries is C.O.B. 22 August 2018.</u></p> <p>Department of Public Works, 3rd Floor 6801 Delmar Blvd. University City, MO 63130 Attn: Dave Sullivan</p>
Deadline for Submission of Bids:	<b>2:00 PM 30 August 2018</b>
Submit	Letter of qualifications should not exceed five (5) pages total (including cover). Specific experience is required. A page is defined as 8-1/2 by 11 inches and printed on one side. Two (2) copies of the letter of qualifications should be received at the address and by the time specified.

**Department of Public Works and Parks**

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

**Attachments:**

- 1) Site map
- 2) City Hall annex drawings (dated 1972)

Site Map



**CONSULTANT EVALUATION FORM - 1397 - City Hall Annex Assessment**

Evaluation Criteria per RFI# 8.288, 1-4								
No.	Engineering Firms /Aspects to evaluate	(1) Experience and Technical Competence- 30 pts Max	(2) Capacity and Capability - 25 pts Max	(3) Past Record of Performances - 25 pts Max	(4) Familiarity and Proximity to UC - 20 pts Max	Total Points	Contact / Notes	Comments
	M+H Architects-Lead; Cole & Assoc.; Cohen Hilbert; Architects Design Group; TAP Engineers; Wellington Environmental; AHAL Preconstruction					0	M+H Deane; M+H Architects	
	Trivers-Lead; HOK; BRIC; KPFF; CCS; ASNA					0	Amy Gilbertson; Trivers.	
	Chiodini Architects-Lead; KAI Design & Build; Toth & Assoc.; CDI; DQ2; CI Select; Cooper Construction Estimating					0	Christopher Chiodini; Chiodini Architects	
	FGM Architects-Lead; CDI; Kofr Structural; SSC Engineering					0	Josh Maxwell; FGM Architects	

Note: The breaker methodology - the criteria of evaluation in the order of its numbering will determine prevailing selection over equal total scores.

### **CONSULTANT SELECTION CRITERIA**

- 1** The Consultant's present staff of personnel and their qualifications.
  - a.** The LOQ of the firm indicate in detail the education and experience of the members of the firm and their key personnel. If necessary, personal interviews will be held.
  - b.** Personal knowledge of the past performance of firm members will be a factor.
- 2** The Consultant's experience record.
  - a.** Experience in performing assessments to meet the unique needs of an historic structure
  - b.** The adequacy of the consultant's instant staffing, together with available additional staffing for completion of the assessment--relative to the present design load or other professional service.
  - c.** The experience of the consultant's staff in assessing construction of a police facility
- 3** The local agency's past experience in engaging the consultant for other design work or engineering services
  - a.** A consultant will be considered qualified if past work indicates both a professional approach and professional results.
- 4** A company cannot be rejected solely on the basis of where its office is located; however, location can be a consideration.
- 5** The financial status of a consultant will be considered sound and adequate unless there is evidence to the contrary.
- 6** The consultant will have properly trained and experienced personnel available to perform the services within the time prescribed





## Council Agenda Item Cover

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**MEETING DATE:** October 8, 2018

**AGENDA ITEM TITLE:** Temporary Police Station Lease Extension

**AGENDA SECTION:** Consent Agenda

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

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### **BACKGROUND REVIEW:**

The City entered into a Lease Agreement with Modular Space Corporation (ModSpace) on or about May 17, 2016, for a temporary police station at 601 Trinity. The Lease Agreement will expire on or about October 15, 2018. The City has made all 24 monthly payments of \$98,380, for a total of \$2,361,127. The Lease Agreement provides that the City may continue to lease the police station for \$11,500 per month on a month-to-month basis upon expiration of the Lease Agreement, subject to termination by the City or ModSpace upon 30 days written notice.

The Amendment to Lease Agreement (Amendment) negotiated with ModSpace extends the Lease Agreement for four years at a monthly rate of \$11,500. The City has an option to extend the Lease Agreement for three additional years, at a monthly rate of \$12,075, by giving 30 days written notice before the expiration of the four-year extension. The City has the right to cancel either extension of the Lease Agreement by giving ModSpace 180 days written notice. There is no cancellation penalty. The Lease Agreement sets the teardown and return amount at \$164,130 at the end of the Lease Agreement, which will expire on or about October 15, 2018. ModSpace's labor and other costs increase from time to time, so the Amendment provides that the teardown and return amount will be adjusted to reflect ModSpace's rate at the time of termination, with a cap of \$210,086 if the Lease Agreement is terminated during the first four years and a cap of \$244,553 if terminated thereafter.

### **RECOMMENDATION:**

City Manager recommends approval.

### **ATTACHMENTS:**

1. Current Lease Agreement.
2. Amendment to Lease Agreement



## Contract Terms and Conditions

Form: US20150216

### TERMS AND CONDITIONS OF LEASE AGREEMENT

Please note, ModSpace's terms and conditions are based on "typical use" by commercial clients, and normal wear and tear applies to "typical use" only. As such ModSpace warrants the structural integrity of the buildings during the entire lease term for defects in the structure or mechanical systems that are not caused by the customer or other 3rd parties. Damages outside of these defects, that are caused by the customer or by other parties are not warranted & not considered normal wear and tear. Damage to the buildings must be reported to ModSpace in a timely fashion. ModSpace will arrange for the repair of these damages & the cost for these repairs will be passed on to the customer for payment.

#### 1. Lease

This transaction is a lease as defined by the Uniform Commercial Code and not a sale. Customer does not acquire through this Lease or by payment of rental under this Lease any right, title or interest in or to the Equipment (individually, a "Unit"), except the right to possess and use the Equipment so long as Customer is not in default under this Lease. Customer acknowledges that the Equipment is personal property and shall not, at any time, constitute real property, an improvement thereon or a fixture.

#### 2. Rent and Other Payments

(a) The Minimum Lease Term ("Term") begins on the date that ModSpace substantially completes its scope of work for installation ("Substantial Completion"). Monthly rent accrues through and including the later of the month in which the Term (as may have been renewed on a month-to-month basis or otherwise) expires or the Equipment is made available for removal and returned to ModSpace in accordance with the terms of this Lease. Tear-down and return charges are due and payable at the expiration or earlier termination of the Term. All sums payable by Customer under this Lease, including rent, delivery, installation, Equipment modification and change orders, are due and payable in accordance without demand and are not subject to or contingent upon Customer's prior receipt of payment from its customer under any prime contract. This Lease Agreement is a net lease and Customer's obligation to pay rent under this Agreement shall be absolute and unconditional under all circumstances, notwithstanding: (i) any setoff, abatement, reduction, counterclaim, recoupment, defense or other right which Customer may have against ModSpace, its assignees, the manufacturer or seller of the Equipment, or any other person for any reason whatsoever; (ii) any defect in operation or any damage to, or destruction of the Equipment; (iii) any interruption or cessation of use or possession of the real property or project site where the Equipment is or is to be installed; or (iv) any insolvency, bankruptcy, reorganization or similar proceedings instituted by or against Customer.

(b) Customer will pay or reimburse ModSpace for all sales, use taxes, personal property expenses, and other taxes, fees or assessments related directly or indirectly to the Equipment, its use or value, excluding taxes relating to income ("Taxes"). In the event a properly executed tax exemption certificate is presented to and approved by ModSpace, Customer will not be charged for sales and use taxes for which it is exempt, but will remain liable for personal property expenses and other taxes, fees or assessments related directly or indirectly to the Equipment, its use or value for which the exemption does not apply. If at any time the exemption claimed is deemed invalid, ModSpace shall invoice Customer for any tax not previously invoiced. Customer's obligations under this subsection will survive the termination of this Lease.

(c) Invoices issued by ModSpace are solely for Customer's convenience. Any amount not paid within twenty (20) days of the due date set forth on the invoice will be subject to a late charge of one and one-half percent (1-1/2%) per month (or the highest rate permitted by law), with a minimum charge of fifteen dollars (\$15.00) per month, until such invoice is paid in full.

(d) If applicable, Customer shall pay the amount specified on the first page hereof as a security deposit (the "Security Deposit"), to be held by ModSpace without liability to Customer for interest, as security for Customer's performance of the terms and conditions of this Agreement and in furtherance thereof, Customer hereby grants to ModSpace a security interest in the cash from time to time comprising the Security Deposit and all proceeds thereof. In the event of Customer's default, ModSpace may apply the Security Deposit in payment of its cost, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify ModSpace against any damages sustained by ModSpace, provided however nothing herein contained shall be construed to mean that the recovery of damages by ModSpace shall be limited to the amount of the Security Deposit. In the event all or any portion of the Security Deposit is applied as aforesaid, upon demand Customer shall deposit additional amounts with ModSpace so that the Security Deposit shall always be maintained at its original amount.

#### 3. Delivery, Installation and Return Delivery

(a) Customer will provide clear access for delivery and installation of the Equipment by standard mobile transport vehicles at the site on which the Equipment is to be used (the "Site"). Unless otherwise set forth in this Lease, Customer is solely responsible at its cost, for Site preparation, including, without limitation, structural or grade alterations, snow and water removal, identification and relocation of utility lines. Customer will provide firm and level ground with no more than a six-inch slope, from one end to the other, for safe and unobstructed installation for the Equipment. Customer is solely responsible for Site selection and subsurface conditions, including environmental conditions. MODSPACE ASSUMES NO LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF THE SITE OR UTILITIES AVAILABLE AT THE SITE. Customer will schedule its operations at the Site so that the installation of the Equipment by ModSpace can be carried out in one continuous operation and in proper sequence. ModSpace operations will be subject to ModSpace safety guidelines and operating instructions. Unless otherwise agreed to in writing by ModSpace, for Site services including, but not limited to, Equipment anchoring, utility runs, footings, and foundations, the Customer will verify and demonstrate to ModSpace the presence or absence of any underground utilities in the designated building location via "mark-out" or other accepted means prior to ModSpace installation of the building. Should this physical verification and identification not be completed prior to delivery of the Equipment, ModSpace may choose to perform this verification at Customer's cost or reschedule its operation, as appropriate, at Customer's cost.

(b) Unless otherwise set forth in this Lease, Customer is solely responsible, at its cost, for obtaining all licenses, building and other permits, approvals and certificates as may be required for the installation of the Equipment and its lawful operation or occupancy. All certificates applicable to the Equipment will reflect ModSpace ownership thereof. Customer represents and warrants to ModSpace that, prior to delivery of the Equipment, Customer shall have obtained all necessary approvals and permits required for the installation of the Equipment at the Site.

(c) Substantial Completion and Equipment removal are subject to delay due to weather, fire, riot, civil disobedience, strike or other labor actions, acts of God, or any circumstances beyond ModSpace's control (including but not limited to breaches by ModSpace subcontractors or manufacturers) which delay the manufacture or modification of products or the making of deliveries in the normal course of business.

UCPD Temporary Police Station May 6, 2016-REV May 12, 2016 Page 45 Client Acknowledgement (initials) 

CONFIDENTIALITY NOTICE: This proposal is for exclusive and confidential use by customer and is the property of ModSpace and not to be distributed or copied without written authorization by ModSpace.

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- (d) Prices for delivery, installation, teardown, return delivery and other "one-time" charges, the due dates of such charges, the Substantial Completion target date, the scheduled date for and completion of Equipment demobilization and return delivery assume accuracy of the information given in ModSpace with respect to Site conditions, are subject to adjustment to the extent that the timing of or physical nature of access to the Site is or becomes limited, the Site does not have adequate load bearing or topographic qualities or is otherwise not properly prepared, snow or water is not removed, utilities are not correctly located or properly disconnected, provision of utilities is not timely, applicable licenses or permits are not provided in a timely manner or Customer otherwise delays completion of ModSpace's scope of work. In the event that any act or omission by Customer (including the failure of Customer to complete any work or obtain any permits for which it is responsible) or Customer's failure to make the Site available and ready causes a delay in Substantial Completion or removal of the Equipment ("Customer Delay") or causes ModSpace to suspend, reschedule or duplicate its performance of work Customer will be liable for applicable charges and additional costs incurred by ModSpace to the extent caused by such delay. ModSpace may start the Term and commence billing prior to Substantial Completion in the event Customer Delay exceeds fourteen (14) days.
- (e) ModSpace may suspend work at the Site if ModSpace deems the Site to be unsafe. If, in ModSpace's opinion anchor straps are required for the safe installation of the Equipment, ModSpace may install anchor straps at an additional cost to Customer.
- (f) ModSpace will not be obligated to modify the scope of work prior to execution of a mutually acceptable written change order.
- (g) Customer will not interfere or allow others to interfere with the progress of ModSpace's work. Customer will not occupy or allow others to work on or in any portion of the Equipment prior to Substantial Completion without ModSpace's permission and Customer will be responsible for and, to the extent permitted by law, indemnify and hold ModSpace harmless from and against any damage to the Equipment or other property, or injury or death arising in connection with such occupancy or work. No charge for labor or material furnished by Customer shall be allowed as a credit under this Lease.
- 4. Maintenance**
- (a) Customer will not move or in any way modify the Equipment without prior written consent from ModSpace. Notwithstanding any such consent, Customer is liable, upon termination of the Lease, for the cost of restoration of the Equipment to its original specification and building code compliance. ModSpace may place its name on the Equipment, and Customer will assure that such name is not removed or concealed in whole or in part.
- (b) This is an absolute net lease. Customer is solely responsible for routine maintenance including, but not limited to, janitorial services, changing of HVAC filters, light bulbs and ballasts, minor repairs of the Equipment and removal of snow from and about the Equipment. At its sole cost, Customer will keep the Equipment at all times, until removed from the Site, in good repair and operating condition, subject to ordinary wear and tear, free of any and all liens and encumbrances and will maintain Site grading to ensure proper water diversion from the Equipment. Customer is solely responsible for damage due to sealing. ModSpace may inspect the Equipment at any time and, if ModSpace believes the Equipment to be misused, abused or neglected, ModSpace may, with written notice, summarily remove and repossess the Equipment of Customer's cost.
- (c) Customer will perform, execute and comply with all Laws that in any way affect the use, operation, maintenance or storage of the Equipment. "Laws" means all laws, rules, regulations, orders, writs and decrees that now exist or hereafter arise (including without limitation the Americans with Disabilities Act).
- (d) Customer will not use or store any hazardous, toxic, radioactive or bio-hazardous substances or petroleum products ("Hazardous Materials") in the Equipment, except for such household cleaning products in quantities as would be normal in the operation of a commercial office; locate the Equipment at a remediation, decontamination or nuclear site or adjacent to any site at which any biological, chemical or nuclear agent is believed to have been released; or use the Equipment as a medical laboratory or for Hazardous Materials testing or remediation. Ordinary wear and tear does not include contamination. ModSpace may, at Customer's sole cost, have the Equipment inspected for and decontaminated of Hazardous Materials. In addition to any other remedy available to ModSpace, in its sole discretion ModSpace may require Customer to purchase the contaminated Equipment at the stated Insurance Value absent contamination or at the full Replacement Cost at time of loss for identical new Equipment (whichever is greater), or convey to Customer title for any Equipment used in breach of this section and Customer hereby appoints ModSpace as attorney-in-fact for such purpose.
- (e) Customer agrees that the Equipment leased hereunder will not be occupied by any person other than Customer or its agents, employees or invitees or used for residential or dormitory purposes.
- 5. Warranties**
- Excepting for the repair of structural or mechanical defects in the Equipment not caused or contributed to by Customer abuse, misuse, neglect, or excessive wear and tear, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF ANY KIND, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.** ModSpace will have no liability for the repair of any defect or condition resulting from Customer's relocation of the Equipment, utility connections, alterations or use of the Equipment for a purpose for which it was not intended, vandalism. ModSpace will not be liable for loss of use of the Equipment or other damages arising from use of the Equipment.
- (a) Damage or contamination of the Equipment due to water infiltration or exposure is not considered ordinary wear and tear. If any returned Equipment is found to be damaged or contaminated by water infiltration or exposure, ModSpace will charge the Customer for the remediation or require Customer to purchase the Equipment at the current market price charged for a similar undamaged Unit.
- (b) The Equipment made part of this Lease is manufactured and coded for commercial use and occupancy only. **MODSPACE MAKES NO REPRESENTATIONS, EXPRESS OR IMPLIED, AND SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER, AS TO THE SUITABILITY, STRUCTURAL OR OTHERWISE, FOR THE USE OF THE EQUIPMENT.**
- 6. Limitation of Damages**
- Customer and ModSpace do expressly waive against each other all claims and demands for loss of profits and other consequential, incidental or punitive damages arising in connection with this Lease. ModSpace is not liable for any loss or damage to any property stored, located or transported in, upon under or around any Equipment, and Customer does hereby waive any and all claims and demands for any such loss or damage.
- 7. Termination and Equipment Return**
- (a) Subsequent to the delivery of the Equipment, Customer has no right to terminate this Lease prior to the expiration of the Minimum Lease Term or any renewal or extension thereof. Acceptance of Equipment return before expiry of the Minimum Lease Term or any renewal or extension does not constitute a release of Customer's rental obligations. In the event of such termination, Customer must provide ModSpace ninety (90) days prior written notice of the date on which the Equipment is to be returned. Customer unconditionally agrees to pay a Lease cancellation charge equal to the remaining payments for the unfulfilled Minimum Lease Term, any applicable charges for services or modifications performed by ModSpace, any applicable charges related to Value Added Products including, but not limited to, steps, ramps, furniture, generators, holding tanks, third party storage, plus return delivery and tear down charges. In the event Customer terminates this Lease prior to the delivery of the Equipment, Customer further unconditionally agrees to pay cancellation charges in accordance with the following (i) for in-stock Equipment, a cancellation charge equal to three (3) months rent plus any applicable charges for modifications performed on the Equipment and other services completed by ModSpace, (ii) for new or custom built Equipment, a cancellation charge equal to all payments for the unfulfilled Minimum Lease Term plus any charges for services completed by ModSpace. All such charges will be billed on a lump sum basis unless other payment options are agreed to in writing by ModSpace.
- (b) If Customer continues to possess or occupy the Equipment after the expiration of the initial Term or any Lease renewal term, with or without consent of ModSpace, Customer will be deemed to have renewed this Lease on a month-to-month basis at the then current ModSpace month-to-month Flex Rate and further subject to the terms and conditions hereof. Customer or ModSpace may terminate any such month-to-month renewal upon thirty (30) days written notice. ModSpace may adjust teardown and return charges if any renewal or month-to-month term exceeds three (3) months.
- (c) Prior to Equipment return, Customer will, at its sole cost, disconnect all utilities, disconnect and remove all appendices, remove all personal property, prepare the Site for unobstructed access to and removal of the Equipment by standard mobile transport, and vacate the Equipment. ModSpace will not be



liable for any personal property left in or on the Equipment, and such property shall be deemed abandoned. Any accessories and additions to the Equipment shall, at ModSpace's option, be deemed property of ModSpace upon Equipment return.

(d) At its sole cost, Customer will provide clear access to the Equipment for teardown and removal by standard mobile transport vehicles upon the expiration or termination of the Term or, if ModSpace elects to terminate a month-to-month renewal, upon fifteen (15) days prior notice, and Customer irrevocably grants ModSpace authority to enter the Site for such purpose. The Equipment shall be returned to ModSpace broom clean and in the same condition as delivered, ordinary wear and tear excepted. Customer will pay ModSpace for all missing or damaged tires, axles and hitches. The Equipment will be deemed returned to ModSpace upon removal from the Site. Termination of this Lease will become effective only when the Equipment has been returned to ModSpace in accordance with this Lease and Customer has paid to ModSpace all rent and other charges.

#### 8. Indemnification

Except to the extent of the negligence or willful misconduct of ModSpace, its employees, subcontractors and agents, Customer shall to the extent permitted by law, indemnify, defend and hold harmless ModSpace, its employees and agents from any and all loss, claims, liabilities, damages, fines, forfeitures, seizures, penalties and expenses (including attorneys' fees and investigative costs) (collectively "Losses") that may arise from or in connection with any of the following:

(a) The loss of or damage to the Equipment following delivery and prior to removal from the Site by ModSpace due to any and all perils or casualty including, without limitation, flood and earthquake;

(b) The death of or injury to any person or damage to the property of any person as a result of, in whole or in part, the use or condition of the Equipment following delivery and prior to removal from the Site by ModSpace;

(c) Any act or omission of Customer in violation of this Lease;

(d) The use or possession of the Equipment following delivery and prior to removal from the Site by ModSpace; and

(e) Any damage to Customer's property or the property of any third parties incurred during or in connection with the Equipment following delivery and prior to removal from the Site by ModSpace.

The obligations contained in this Section 8 will survive expiration or termination of this Lease and removal from the Site by ModSpace

#### 9. Insurance

(a) At its sole expense, Customer will procure and keep in full force and effect, from the initial delivery date until the removal of all Equipment the following policies of insurance satisfactory to ModSpace as to the insurer and as to the form and amount of coverage, with premiums prepaid: (i) Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, written on an Occurrence Form, including coverage for premises, operations, contractual liability, broad form property damage and independent contractors, naming Modular Space Corporation as an additional insured; (ii) Commercial Property Insurance protecting against all loss and damages, at the full Insurance Value, as stated on the front of the Lease, sustained or suffered due to the loss of or damage to the Equipment as a result of any peril or casualty, including flood, naming Modular Space Corporation and Bank of America, NA as a loss payee. In the event the Equipment is new or custom built to Customer's specifications, the Commercial Property Insurance shall cover all loss and damages at the full Replacement Cost at time of loss for identical new Equipment. Customer may self-insure the obligations contained herein with ModSpace Risk Department approval.

(b) Customer will deliver certificates evidencing all such insurance to ModSpace prior to delivery of the Equipment except to the extent not required pursuant to Section 10 below. Each certificate will state that such insurance will not terminate or be materially changed without thirty (30) days' prior written notice to ModSpace.

(c) Obtaining insurance as described herein, including Section 10 below, will not affect Customer's obligations and indemnities under this Lease, and the loss, damage to or destruction of any of the Equipment will neither terminate this Lease nor, except to the extent that ModSpace is actually compensated by insurance paid for by Customer, relieve Customer of any of Customer's liability under this Lease. Until the Equipment is removed from the Site, Customer assumes all risk of loss or damage to the Equipment and agrees to indemnify and hold ModSpace harmless from any loss resulting from theft, destruction or damage to the Equipment.

(d) For Special Event transactions, the insurance limits required in Section 9(a) are to be adjusted to reflect a minimum combined single limit of \$5,000,000 per occurrence and \$10,000,000 annual aggregate.

(e) Upon request, ModSpace will furnish its standard insurance certificate evidencing Workman's Compensation, General Liability and Auto Liability, each to be effective for ModSpace's performance of delivery, installation, removal and maintenance work on the Site. ModSpace's insurance will be primary with respect to its scope of work only. Waivers of subrogation and policy endorsements will not be provided.

#### 10. Optional Insurance and Damage Waiver

(a) Customer may choose to (i) enroll in an Optional Insurance Program to cover general liability risks (the "Optional General Liability Insurance Program") to satisfy its obligations in Section 9(a)(i) and/or (ii) accept a Damage Waiver Option to cover damage to the Equipment (the "Damage Waiver Option Program") to satisfy its obligations in Section 9(a)(ii). In addition, Customer will be enrolled automatically in the Damage Waiver Option Program if it fails to deliver certificates of insurance required by Section 9 above within 30 days after execution of this Lease or during the term of the lease within 30 days after the expiration of a pre-existing certificate.

(b) The Optional General Liability Insurance Program is provided through an independent insurance carrier and is subject to the terms and conditions (including cancellation provisions) of that policy, which is not underwritten by ModSpace. The Optional Insurance Program is not offered in all geographic areas, at all times during the year or for Special Event transactions. Additional information may be found at [www.modspace.com](http://www.modspace.com) or from an authorized ModSpace representative.

(c) The Damage Waiver Option Program is subject to additional terms and conditions, a copy of which may be found at [www.modspace.com](http://www.modspace.com) or from an authorized ModSpace representative. The Damage Waiver Option Program may be cancelled by the Customer at any time by delivering evidence of policies of insurance as set forth in Sections 9(a)(i) or 9(a)(ii), as appropriate, within ten (10) days prior to the effective date of such cancellation. **THE DAMAGE WAIVER IS NOT INSURANCE COVERAGE**

(d) The coverage provided under the Optional General Liability Insurance Program and limitation of liability under the Damage Waiver Option Program does not extend to Equipment transportation, installation, removal services or Equipment contents and extends only to Equipment installed on ground level.

#### 11. Default

The occurrence of any of the following constitutes an Event of Default:

(a) Customer fails to pay when due any rent or fails to perform its obligations under Section 9 hereof;

(b) Customer fails to pay when due any other amount due or perform or observe any other term or condition hereunder and such failure remains uncured more than ten (10) days after delivery of written notice;

(c) Customer or any person or entity which controls more than fifty percent (50%) of Customer's equity (a "Control Person") or any guarantor of any of Customer's obligations hereunder (a "Guarantor") becomes insolvent, becomes subject to any voluntary or involuntary bankruptcy or reorganization proceedings, makes an assignment for the benefit of creditors, becomes subject to a receiver, admits its inability to pay its debts as they become due or enters into any type of liquidation or dissolution;

(d) Customer, any Control Person or any Guarantor defaults under any other agreement with ModSpace or any affiliate of ModSpace; and

(e) Any letter of credit, guaranty or other security given to secure the performance of Customer's obligations under this Lease expires, terminates or in the reasonable opinion of ModSpace becomes worthless.

UCPD Temporary Police Station May 6, 2016-REV May 12, 2016 Page 47 Client Acknowledgment (Initial) LC

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Upon an Event of Default, ModSpace may withhold delivery or declare the entire term for the remainder of the Term (as may have been renewed or extended) and teardown and return costs immediately due and payable, and accelerate and make immediately due and payable any other amounts owing under this Lease. ModSpace may also retake and retain any of the Equipment free of all rights of Customer without any further liability or obligation to redeliver to Customer, and Customer hereby grants ModSpace the right to enter upon any premises where the Equipment is located in order to remove the same. If an Event of Default occurs under Section 11(e), such accelerations will occur automatically without the need for declaration. Customer will pay to ModSpace on demand all costs incurred by ModSpace in enforcing its rights under this Lease, including without limitation reasonable attorneys' fees. The remedies provided in favor of ModSpace will be cumulative and in addition to all other remedies provided in this Lease or existing at law or in equity. No action taken by ModSpace hereunder will release Customer from any of its obligations under this Lease.

If ModSpace retakes possession of the Equipment or any part of the Equipment and there is in, upon or attached to such repossessed Equipment any other property owned by Customer or in the custody of Customer, ModSpace may dispose or take possession thereof and hold the same for Customer, at Customer's sole cost.

**12. ModSpace Right to Cure**

If Customer defaults in any of its obligations under this Lease, whether or not an Event of Default then exists, ModSpace may pay all amounts or perform or cause to be performed all obligations required to be paid or performed by Customer under this Lease and recover from Customer as additional rent all amounts so paid and the reasonable value of all services so performed.

**13. Notices**

Any notice or demand under this Agreement shall be valid only if in writing and shall be deemed effective three (3) days following mailing if mailed by US certified mail, or upon receipt if given in any other manner addressed to the attention of ModSpace at the branch location set forth on the face page hereof, and to Customer at the address set forth thereon, or at such other address as either may designate in writing.

**14. Miscellaneous**

(a) Customer may not assign this Lease or sublet, rent or otherwise hire out or transfer possession of any of the Equipment to any person or entity without the prior written consent of ModSpace. ModSpace may assign this Lease and the rentals reserved under this Lease. If ModSpace makes such an assignment, the assignee will acquire all rights and remedies possessed by or available to ModSpace under this Lease. ModSpace may subcontract any or all of its obligations under this Lease in the ordinary course of business.

(b) In the event the face page of the Lease omits specific Unit identification, the Equipment subject to this Lease will be the Equipment identified on the delivery receipt or, in the absence thereof, in fact delivered to the Site or identified on the invoice.

(c) If this Lease is executed in connection with a federal government transaction, the only prime contract flow down provisions applicable to this Lease and associated site services are those set forth in FAR 52.244-6 (2/2009).

(d) This Lease incorporates either by reference contained herein or attachment hereto the ModSpace quotation/proposal (as applicable). In the event of conflict between the terms contained in such quotation/proposal and the terms of this Lease, the terms of the quotation/proposal shall supersede and govern. This Lease contains the entire agreement between the parties pertaining to the subject matter of this Lease and, except as set forth herein, supersedes all prior negotiations, proposals and other documents. No other agreements, representations or understandings not specifically contained in this Lease will be binding upon any of the parties hereto irrespective of any signature by ModSpace. In the event that any of the terms and provisions hereof are in violation of or prohibited by any Law, such terms and provisions shall be deemed amended to conform thereto without invalidating any other provision of this Lease.

(e) The failure of ModSpace to insist at any time upon the strict performance of any of the terms, covenants or conditions of this Lease or to exercise any right or remedy herein, or the waiver by ModSpace of any breach thereof shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or remedies. ModSpace shall not be in default under this Lease unless it has failed to cure a breach within thirty (30) days following receipt of written notice from Customer or, if such cure cannot reasonably be cured within such time, within such time as may be reasonable.

(f) This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Scanned or copied signatures shall be deemed as effective as originals. This Lease will be governed as to its construction, interpretation and effect by the laws of the Commonwealth of Pennsylvania without regard to principles of choice of laws. Customer hereby submits to jurisdiction and venue of any courts having situs in the Eastern District of Pennsylvania and Chester County, Pennsylvania. In the event ModSpace assigns this Lease or the payments due under this Lease, Customer submits to jurisdiction and venue of the assignee. CUSTOMER HEREBY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT. Section headings are for convenience only and shall not affect the construction or interpretation of this Lease.

IN WITNESS WHEREOF, the parties hereto have the authority and duly execute this Lease Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

LESSOR: MODULAR SPACE CORPORATION

LESSEE: City of University City

By: [Signature]

Print Name: Lehman W. Walker

Title: City Manager

E MAIL ADDRESS: LWALKER@lucitymo.org

JURISDICTION OF ORGANIZATION: City of University City, St. Louis Co, Mo.

ORGANIZATIONAL NUMBER OR TAX IDENTIFICATION NUMBER  
43-6003855



## Project Pricing

Price to complete Scope of Work as outlined in this proposal (does NOT include sales tax, if applicable):

24 Monthly Payments of \$98,380.00:                   \$ 2,361,127.00  
 Tear Down & Return (End of Lease):               \$ 164,130.00

**Grand Total:**   **\$ 2,525,257.00**

### Pricing Breakdown

See Scope of Work and Specifications within Proposal

96'x56' & 96'x140' Buildings:	\$ 335,000.00
Building Modifications & Construction:	\$ 590,798.00
Delivery to Site:	\$ 96,813.00
Installation at Site:	\$ 69,913.00
Skirting for Buildings:	\$ 7,848.00
ADA Compliant, PT Wood Decks, Steps and Ramps:	\$ 75,245.00
Sally Port Construction	\$ 70,000.00
Architectural & Design Fees	\$ 52,514.00
Other General Requirements	\$ 54,106.00
Electrical (Includes Fire Alarm)	\$ 441,875.00
Plumbing	\$ 467,125.00
Fire Sprinkler	\$ 118,675.00
Tear Down & Return of ALL Buildings:	\$ 164,130.00
ModSpace Credit:	\$ (181,441.00)
3rd Party Finance Charge	\$ 162,656.00
<b>Total:</b>	<b>\$ 2,525,257.00</b>

Note: Electrical Work includes an ALLOWANCE of \$50,000 for Ameren fees.

OPTIONS		Initial for Acceptance
Option: Augured Concrete Pier Footings:	<del>ADD \$2,815 per month.</del>	
Option: Price to accelerate project schedule (See optional proposed schedule above)	<del>ADD \$6,864 per month</del>	
Option: Remove Sally Port	<del>DEDUCT \$2,894 per month</del>	
<b>RENEWAL PRICING AFTER INITIAL 24 MONTHS</b>		
Monthly Lease Payment After 24 Months, PER MONTH ALL BUILDINGS	\$11,500 per month	<i>lw</i>

UCPD Temporary Police Station    May 6, 2016-REV May 12, 2016    Page 49    Client Acknowledgement (Initial) *lw*

CONFIDENTIALITY NOTICE: This proposal is for exclusive and confidential use by customer and is the property of ModSpace and not to be distributed or copied without written authorization by ModSpace



Approval and Acceptance of Terms:

Lehman Walker, City Manager

Customer Name

Lehman

Print Name:

LEHMAN WALKER

Title:

CITY MANAGER

Modular Space Corporation

Approved By:

Craig Burns

Date:

5-17-16

Print Name:

CRAIG BURNS

Title:

CFO

Deanna Townson

NOTARY PUBLIC

12/09/19

EXPIRES

DEANNA TOWNSON  
Notary Public - Notary Seal  
State of Missouri, St. Louis County  
Commission # 11388772  
My Commission Expires Dec 9, 2019



**AMENDMENT TO LEASE AGREEMENT**

This Amendment to Lease Agreement is entered into and made effective this \_\_\_\_ day of October, 2018, by and between Modular Space Corporation ("ModSpace"), a Delaware corporation, and the City of University City, Missouri ("City").

RECITALS:

A. ModSpace and the City entered into a Lease Agreement on or about May 17, 2016, for a temporary police station at 601 Trinity in the University City, Missouri.

B. The Lease Agreement will expire on or about October 15, 2018.

C. ModSpace and the City desire to extend the Term of the Lease Agreement, Form US 20150216, Account No. 1264969.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, ModSpace and the City agree as follows:

1. The Lease Agreement shall be extended for a period of four (4) years. The monthly rental rate shall be \$11,500 during this extended Term. Teardown and return charges will be billed at ModSpace's rate in effect at the time of the termination of the Lease Agreement, or \$210,086, whichever is less.

2. The City, by giving ModSpace thirty (30) days written notice before the expiration of said extended Term, may extend the Term for an additional three (3) years. The monthly rental rate shall be \$12,075 during this extended Term. Teardown and return charges will be billed at ModSpace's rate in effect at the time of the termination of the Lease Agreement, or \$244,553, whichever is less.

3. The City, at the City's option, by giving ModSpace one hundred eighty (180) days written notice before the expiration of an extended Term, may terminate the Lease Agreement.

4. All other terms and conditions of the Lease Agreement shall remain in full force and effect for the duration of the extended Term(s).

City of University City, Missouri

Modular Space Corporation

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

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

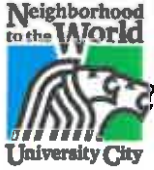
Gregory Rose  
City Manager

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_



## Council Agenda Item Cover

**MEETING DATE:** October 8, 2018

**AGENDA ITEM TITLE:** Majerus Park Phase 1 Improvements

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

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

### **BACKGROUND REVIEW:**

Majerus Park Phase 1 Improvements was bid out in two parts. The Park Improvements which include concrete & asphalt, general site grading, and drainage and the Playground improvements which include the construction and/or installation of playground equipment, safety surfacing, and concrete curbs. City staff felt that breaking the project into two would provide better pricing for the overall project.

This project was advertised on August 30, 2018 on Drexel Technologies, and the City website. A pre-bid meeting was held at Majerus Park on September 12, 2018. Bids were due on Friday September 21, 2018 at 10:00AM. The city received and opened seven (7) bids for this project, five (5) for the Park Improvements and two (2) for the Playground Improvements. Attached is a summary that was developed by Planning Design Studio (PDS), the design firm for this project.

Company	Bid Amount	Section
Byrne & Jones Construction	\$217,256.83	Park
Ideal Landscape Group	\$218,374.00	Park
Kelpe Contracting	\$218,915.50	Park
Mayer Landscaping	\$227,432.65	Park
Demein Construction	\$265,825.98	Park
All Inclusive Recreation	\$243,414.00	Playground
Ideal Landscape Group	\$256,125.00	Playground

This Project is funded in part by a grant administered by the Municipal Park Grant Commission with a grant contribution of \$525,000.00. The City's contribution to this project is \$34,454.00. The total budget for the project is \$560,454.00. The budgeted funds come from the Fund 14- Park and Stormwater Sales Tax Fund.

This project is pursuant to the Majerus Park Master Plan developed by staff and citizen feedback, Park Commission reviews and recommendations and approval by City Council. The work will include:

1. New Playground with a poured-in-place safety surface.
2. New Trail and Sidewalk connections

### **RECOMMENDATION:**

City Manager recommends that All Inclusive and Byrne & Jones be awarded the Majerus Park Phase I Improvement contracts as the lowest and responsible bidders for their respective sections of work, for a total bid of \$460,670.83.

### **ATTACHMENTS:**

PDS Summary and Recommendations



# TRANSMITTAL & MEMORANDUM

Date:	September 25, 2018	Page 1 of 1
To:	Chris Kalter, City of University City Ewald Winker, City of University City	
From:	Noel Fehr	
RE:	Analysis of Majerus Park & Playground Improvement Bids	
City Project #:	1364	PDS Job #: J-1808

Based on discussions with the City, the Majerus Park Improvements were separated into the two packages described below. Bid Tabs for each are attached along with a Bid Analysis We believe the City received very good bids and a summary of our recommendation is included below.

- Majerus Park Improvements (1364-A)** included demolition/removals, grading, asphalt trail, concrete walk, MSD BMP's, and site restoration. Five Bids were received for this package, with four of those bidders under the estimate and closely grouped within 4.5% of each other. The other bidder was much higher. A Deduct Alternate was included, to be applied if the bidder was also awarded the Playground improvement project.

Analysis/Recommendation: The low bidder for Park improvements was Byrne & Jones Construction with a low bid of \$217,256.83 (Note the bid tab highlighted a \$180. addition error not impacting their low bidder status.) The second low bidder was Ideal Landscape Group with a bid of \$218,374.00, with a deduct alternate of \$10,000., if also awarded the Playground contract, which would make Ideal the low bidder.

We recommend awarding the Park Improvement contract for \$217,256.83 to Byrne & Jones Construction (unless the City selects Ideal Landscape for the Playground, which with their deduct makes their bid to the lowest).
- Majerus Park PLAYGROUND Improvements (1364-B)** included the playground equipment, safety surfacing, shade structure and site furnishings. The playground design followed direction received from the Park Commission during plan development. The City separated the Playground to allow other playground manufacturer's to bid following the general design intent using their own equipment, but also stating the selection would be based on the best value to the City. Two bidders submitted on this package, but one had three options – so there were four bids to compare. It's noted that with Playground package being bid with general guidance and allowing different equipment, the analysis cannot be as objective as the other package.

Analysis/Recommendation: The low bidder for the Playground improvement package was All Inclusive Recreation with a low bid of \$243,414., which was \$11,636 less than the next bidder. Their play equipment generally followed the design intent and determining if they provide the same play experience is not quantifiable – it was considered acceptable. However, after consultation with City representatives, it was decided that they didn't provide the same amount of fitness equipment and additional equipment would need to be added by change order with an approximate cost of \$12,000. Likewise the shade structure in the Ideal Option 2 was smaller and would require a change order of approximately \$11,800 to meet the design intent. These cost were addressed in the Bid Analysis table and the low bidder doesn't change under any of these scenarios. It's noted that the Most Responsive Bid (that utilized the playground equipment, fitness equipment and shade structure as selected by Park Commission and used as basis of design), was the Ideal Landscape Option 1 Bid with the highest cost bid by about \$40,000.

We recommend awarding the Playground improvement contract for \$243,414. (plus a change order ± \$12,000.) to All Inclusive Recreation.

# Majerus PARK Improvements - Bid Analysis

City of University City, Missouri



	Designer's Estimate	LOW BIDS (1)	2nd LOW BIDS (2)	3rd LOW BIDS (1)	MOST RESPONSIVE BID
<b>Park Improvements Package</b>					
Park Improvements Package	\$ 232,595.50	Byrne & Jones Construction \$ 217,256.83	Ideal Landscape Construction \$ 218,374.00	Ideal Landscape Construction \$ 218,374.00	Ideal Landscape Construction \$ 218,374.00
Deduct Alternate #1 (if awards both contracts)	\$ (10,000.00)	\$ -	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)
<b>Playground Improvement Package</b>					
Playground Improvement Package	\$ 290,500.00	All Inclusive Rec (1) (Little Tikes Equip) \$ 243,414.00	Ideal Lndscp Base (2) (Landscape Structures) \$ 255,050.00	Ideal Lndscp Opt# 2 (1) (Little Tikes Equipmnt) \$ 256,125.00	Ideal Lndscp Opt# 1 (3) \$ 282,630.00
<b>COMBINED TOTAL CONSTRUCTION BID</b>	<b>\$ 513,095.50</b>	<b>\$ 460,670.83</b>	<b>\$ 463,424.00</b>	<b>\$ 464,499.00</b>	<b>\$ 501,004.00</b>
Change Order Adjustments Required to Meet Minimum Design Intent	\$ -	\$ 12,000.00 (1)	\$ 11,800.00 (2)	\$ 12,000.00 (1)	\$ -
<b>ADJUSTED TOTAL CONSTRUCTION COST</b>	<b>\$ 491,016.00</b>	<b>\$ 472,670.83</b>	<b>\$ 475,224.00</b>	<b>\$ 476,499.00</b>	<b>\$ 501,004.00</b>
Surveys & Design Services (already under contract)	\$ 69,437.00	\$ 69,437.00	\$ 69,437.00	\$ 69,437.00	\$ 69,437.00
<b>TOTAL PROJECT COST (for comparison with Grant Budget)</b>	<b>\$ 560,453.00</b>	<b>\$ 542,107.83</b>	<b>\$ 544,661.00</b>	<b>\$ 545,936.00</b>	<b>\$ 570,441.00</b>

Funding Split	Municipal Grant Application Request			
<b>Municipal Park Grant vs. City Cost (4)</b>				
Municipal Grant Funding ( \$525,000. Max. Yr**)	93.674%	\$ 525,000.00	\$ 510,206.97	\$ 511,401.31 (4)
City Req Match (\$35,453 - Min. 6.3% of Total Pt Cost)	6.326%	\$ 35,453.00	\$ 34,454.03	\$ 34,534.69 (4)
		\$ 560,453.00	\$ 544,661.00	\$ 545,936.00

- The All inclusive and Ideal Landscape Opt# 2 Bids included Little Tikes playground equipment that follow the general intent, and it's not quantifiable whether it provides the same play experience - so it's acceptable.
- They have a different fitness equipment manufacturer and there are less pieces of equipment. Additional fitness equipment is needed with an estimated change order cost of approx. \$12,000 to provide the same activities as specified.
  - The Ideal Landscape Base bid included a much smaller shade structure than shown on the design drawings, which wouldn't be acceptable. An additional \$11,800 would be required to get the size specified.
  - The Ideal Landscape Option 1 Bid was the Most Responsive Bid - Utilizes playground equipment, fitness equipment and shade structure as selected by Park Commission, used as basis of design and specified on drawings. Maximum Municipal Grant Funding is \$525,000, with the City match being approximately 6.33%. The three lowest bids would leave an allowance for field change orders. The Most Responsive Bid Option would require a higher match of 8%.





# Majerus Park PLAYGROUND Bid Tab

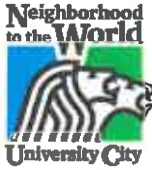
City of University City, Missouri



#	Description	Unit	Quantity	Landscape Architect's Estimate		All Inclusive Recreation		Ideal Landscape Base Bid		Ideal Landscape Option 1		Ideal Landscape Option 2	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	Mobilization & Construction Staking	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00
2	Playground & Fitness Equipment Delivered (without Install)	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 79,332.00	\$ 79,332.00	\$ 79,700.00	\$ 79,700.00	\$ 102,205.00	\$ 102,205.00	\$ 81,950.00	\$ 81,950.00
3	Installation of Playground & Fitness Equipment	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 22,075.00	\$ 22,075.00	\$ 19,800.00	\$ 19,800.00	\$ 19,800.00	\$ 19,800.00	\$ 19,800.00	\$ 19,800.00
4	Playground Safety Surfacing Installed Including Edgers	LS	1	\$ 113,500.00	\$ 113,500.00	\$ 109,295.00	\$ 109,295.00	\$ 118,225.00	\$ 118,225.00	\$ 127,900.00	\$ 127,900.00	\$ 122,375.00	\$ 122,375.00
5	Site Furnishings - 6' Benches (including installation)	EA	6	\$ 1,800.00	\$ 10,800.00	\$ 1,128.00	\$ 6,768.00	\$ 1,300.00	\$ 7,800.00	\$ 1,300.00	\$ 7,800.00	\$ 1,300.00	\$ 7,800.00
6	Site Furnishings - Table w/2 Seats (including installation)	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 1,551.00	\$ 4,653.00	\$ 1,700.00	\$ 5,100.00	\$ 1,700.00	\$ 5,100.00	\$ 1,700.00	\$ 5,100.00
7	Site Furnishings - Trash Receptacle (including installation)	EA	3	\$ 1,400.00	\$ 4,200.00	\$ 927.00	\$ 2,781.00	\$ 1,200.00	\$ 3,600.00	\$ 1,200.00	\$ 3,600.00	\$ 1,200.00	\$ 3,600.00
8	Shade Structure (including installation w/Conc. Footing)	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 17,010.00	\$ 17,010.00	\$ 18,000.00	\$ 18,000.00	\$ 22,325.00	\$ 22,325.00	\$ 10,525.00	\$ 10,525.00
<b>TOTAL BASE BID</b>					\$ 290,500.00		\$ 243,414.00		\$ 256,125.00		\$ 292,630.00		\$ 255,050.00







## Council Agenda Item Cover

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**MEETING DATE:** October 8, 2018

**AGENDA ITEM TITLE:** Purchase and Sale Agreement – 601 Trinity

**AGENDA SECTION:** New Business

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

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### **BACKGROUND REVIEW:**

Please find attached a copy of an ordinance that if approved would result in the purchase of 601 Trinity for a total price of \$905,000. Our Police Department operations currently reside at 601 Trinity and as of August of this year more than \$2,947,791 has been invested in this property. Purchase of 601 Trinity enables us to secure a location for the Police Department for the next few years and increases the amount of parking around City Hall long term. Increasing parking in this area is consistent with the recommendations made in the July 1985 University City Streetscape Master Plan Civic Plaza Historic District.

### **RECOMMENDATION:**

City Manager recommends the attached draft Bill be approved.

### **ATTACHMENTS:**

1. Bill 9365 Approving a Purchase and Sales Agreement between the City of University City and VRE Fiber Optics Ventures, LLC – Property located at 601 Trinity
2. Purchase and Sale Agreement.



INTRODUCED BY:

DATE: October 8, 2018

BILL NO.: 9365

ORDINANCE NO.:

**AN ORDINANCE APPROVING A PURCHASE AND SALE AGREEMENT  
BETWEEN THE CITY OF UNIVERSITY CITY AND VRE FIBER OPTICS  
VENTURES, L.L.C. FOR PROPERTY LOCATED AT 601 TRINITY.**

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

**Section 1. The Purchase and Sale Agreement between the City of University City, Missouri and VRE Fiber Optics Ventures, L.L.C. for property located at 601 Trinity is approved in substantially the form attached hereto and incorporated by reference. The City Manager is authorized to take all actions as may be necessary or desirable to carry out the intent of this ordinance.**

**Section 2. This ordinance shall take effect and be in force from and after its passage.**

**PASSED and ADOPTED this \_\_\_\_ day of October, 2018.**

\_\_\_\_\_  
MAYOR

ATTEST:

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

CERTIFIED TO BE CORRECT AS TO FORM:

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

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into this 14<sup>th</sup> day of September, 2018, by and between VRE FIBER OPTICS VENTURES, L.L.C., a Missouri limited liability company ("Seller"), and CITY OF UNIVERSITY CITY, MISSOURI ("Purchaser"). In consideration of the mutual covenants and representations herein contained, Seller and Purchaser agree as follows:

ARTICLE I  
PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the following described property (collectively, the "Property"): that certain tract of land (the "Land") located at 801 Trinity Avenue, University City, Missouri, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference and all easements, if any, benefiting the Land and all rights and appurtenances pertaining to the foregoing, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way.

ARTICLE II  
PURCHASE PRICE

2.1 Purchase Price. The purchase price (the "Purchase Price") for the Property shall be Nine Hundred Five Thousand and no/100 Dollars (\$905,000.00) in cash or certified funds and shall be paid by Purchaser to Seller at Closing (as defined in Section 6.1).

ARTICLE III  
EARNEST MONEY

3.1 Earnest Money. Within three (3) business days following the acceptance of this Agreement by Purchaser, Purchaser shall deliver to the Title Company (as defined in Section 6.1) the sum of Twenty Five Thousand and no/100 Dollars (\$25,000.00) in cash (which sum, together with any interest earned thereon, being referred to as the "Earnest Money") to be placed in escrow and invested by the Title Company in an account as Purchaser and Seller shall direct.

(a) If the sale of the Property is consummated pursuant to the terms of this Agreement, then the Earnest Money, together with all accrued interest thereon, if any, shall be paid to Seller and applied to the payment of the Purchase Price.

(b) If Purchaser terminates this Agreement in accordance with any right that Purchaser is granted by the terms of this Agreement, the Earnest Money, together with all accrued interest thereon, if any, shall be immediately paid to Purchaser, and no party hereto shall have any further obligations under this Agreement, except those provisions that specifically survive the Agreement's termination.

(c) If Seller terminates this Agreement in accordance with any right that Seller is granted by the terms of this Agreement after Purchaser has approved or is deemed to have approved the matters set forth in Sections 4.1 and 4.2 of this Agreement, all Earnest Money deposited hereunder, together with all accrued interest

thereon, if any, shall be returned by the Title Company to Purchaser, and no party shall have any further obligations under this Agreement, except those provisions that specifically survive termination.

ARTICLE IV  
CONDITIONS TO CLOSING AND OTHER AGREEMENTS

4.1 Delivery of Title Commitment, Due Diligence Documents and Survey.

(a) Purchaser may, within ten (10) days of the date of this Agreement, obtain a Commitment issued by the Title Company for an Owner's Policy of Title Insurance (the "Title Commitment"); such Policy to name Purchaser as insured, in the amount of the Purchase Price, insuring that Purchaser owns good and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions, as hereinafter defined. At Purchaser's option and expense, Purchaser may obtain a current survey of the Property (the "Survey"), prepared by a licensed surveyor.

(b) Purchaser shall have thirty (30) days from the date of this Agreement (the "Approval Period") within which to approve or disapprove the Title Commitment and the Survey, including the information reflected therein, such approvals or disapprovals to be within Purchaser's sole discretion. If Purchaser fails to disapprove any such item by written notice to Seller within the Approval Period, Purchaser shall be deemed to have approved such item. If Purchaser disapproves any such item by written notice to Seller during the Approval Period, Seller shall have the right (without any obligation to do so) to cure or attempt to cure Purchaser's objections to such item within ten (10) days after Purchaser's notice of disapproval, or, if sooner, by the Closing Date (as hereinafter defined). In the event Seller is unable to or elects not to cure any one or more of Purchaser's objections pursuant to this Section 4.1(b), Seller may notify Purchaser in writing of such election (the "Election Notice"). Unless Seller receives a notice from Purchaser within ten (10) days after such Election Notice (the "Response Notice") waiving Purchaser's objections to the items specified in the Election Notice, either party shall have the option to terminate this Agreement by notice in writing to the other party and the Earnest Money, together with all accrued interest thereon, if any, shall be promptly paid to Purchaser and neither party shall have any further rights, duties or obligations hereunder, except for those provisions which specifically survive termination. The term "Permitted Exceptions", as used herein, shall mean (a) the title exceptions listed in Schedule B of the Title Commitment which Purchaser approves or is deemed to approve pursuant to this Section 4.1(b), and (b) the exceptions and other matters listed in or attached to the Special Warranty Deed attached hereto as Exhibit "B".

(c) Within five (5) business days from the date of this Agreement, Seller shall deliver to Purchaser, if available and in the possession of Seller, the following documents (referred to herein as the "Due Diligence Documents"): (i) any and all engineering and geotechnical studies, Environmental Site Assessments and any other reports in Seller's possession or control relating to the Property; (ii) a photocopy of Seller's existing owner policy of title insurance issued on the Property and a copy of Seller's most recent survey of the Property; and (iii) any and all notices, correspondence, or other written communications to or from Seller or any governmental or quasi-governmental authorities, which are in Seller's possession or control and relate to, whether directly or indirectly, the Property or any portion thereof or any of the

transactions contemplated by this Agreement except for any of the foregoing related to the Buyer's lease and occupation of the Property.

4.2 Inspection. During the period commencing on the date of this Agreement and ending thirty (30) days thereafter (the "Review Period"), upon reasonable prior notice to Seller, Purchaser may, at Purchaser's expense, conduct a Phase I or similar environmental investigations. If such inspections or investigations (the "inspections") reveal any fact or condition unacceptable to Purchaser within Purchaser's sole discretion, Purchaser shall notify Seller of such unacceptable fact or condition and the Parties shall have five (5) days after such notice to negotiate a written resolution of such concerns, and if such a resolution is not reached, Purchaser may terminate this Agreement by giving written notice to Seller within five (5) days after such five day period expires, in which event the Earnest Money, together with all accrued interest thereon, if any, shall be immediately paid to Purchaser, and neither party shall have any further rights, duties or obligations hereunder, except for those provisions which specifically survive termination. In the event Purchaser does not give such timely written notification to Seller, the inspections of the Property shall be deemed satisfactory to Purchaser. Purchaser shall pay and be solely liable for all costs incurred for the inspections. Purchaser shall provide Seller with copies of all reports, test results, or investigations as a result of the inspections. Purchaser shall be liable for all damage or injury to person or property resulting from any such inspection occasioned by the acts of Purchaser, its employees, agents or representatives, and Purchaser shall indemnify and hold harmless Seller from any liability resulting therefrom. This indemnification by Purchaser shall survive Closing or the termination of this Agreement, as applicable. Purchaser shall conduct such inspections in a manner which shall not interfere with Seller's business operations on the Real Property.

4.3 Lease Amendment. Upon execution of this Agreement, Seller and Purchase shall execute and deliver to the other counterpart signature pages to the Amendment to Commercial Lease Agreement attached hereto as Exhibit "C".

ARTICLE V  
REPRESENTATIONS OR WARRANTIES BY PURCHASER;  
DISCLAIMER BY SELLER; AND  
ACCEPTANCE OF PROPERTY

5.1 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that the statements contained in this Section 5.1 are correct and complete in all material respects as of the date of this Agreement and will be correct and complete in all material respects as of the Closing.

(a) Authorization. Purchaser has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly and validly executed and delivered by Purchaser and constitutes the valid and legal binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(b) No Violation; Consent. Neither the entry into nor the performance of, or compliance with, this Agreement by Purchaser has resulted, or will result, in any violation of, or default under, or result in the acceleration of, any obligation under any existing organizational documents or agreements, mortgage, indenture, lien agreement, note, contract, permit, judgment, decree, order, restrictive covenant, statute, rule, or regulation applicable to Purchaser. Each consent, approval, authorization, order,

license, certificate, permit, registration, designation, or filing by or with any governmental agency or body necessary for the execution, delivery, and performance of this Agreement or the transactions contemplated hereby by Purchaser has been obtained as of the Closing.

(c) Real Estate Commissions. Purchaser has not contracted with any real estate broker in connection with the transaction contemplated hereby. To the extent required or permitted by law, Purchaser hereby agrees to indemnify and hold harmless Seller from and against any and all claims for and fees to be paid to any person or entity in connection with the selection and purchase of the Property, including real estate commissions, selection fees and non-recurring management and start-up fees, development fees or any other fee of similar nature or similar charges with respect to this transaction arising by, through or under Purchaser and Purchaser agrees to indemnify and hold harmless Seller from any loss or damage resulting from an inaccuracy in the representations contained in this Section 5.1(c). This indemnification by Purchaser shall survive Closing.

5.2 Disclaimer. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THE SPECIAL WARRANTY DEED, AS DEFINED BELOW), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANYONE ELSE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, ZONING OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED BELOW). PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF.

FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. ALL PROVISIONS OF THIS SECTION 5.2 SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT WITHOUT CLOSING, AS APPLICABLE.

5.3 Hazardous Materials. "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et. seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §8901 et. seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (16 U.S.C. § 2601 et. seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

5.4 Environmental Requirements. Environmental Requirements shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or soil).

5.5 Indemnity. Purchaser acknowledges that to the extent the Property or the improvements contain Hazardous Materials, Purchaser shall accept the Property (including the improvements) at Closing in its AS IS physical condition WITH ALL FAULTS. Purchaser hereby expressly acknowledges that from and after Closing, Purchaser shall be responsible and liable for the proper maintenance, handling and/or remediation of any and all Hazardous Materials, if any, located in or on the Property or in the improvements in accordance with all Environmental Requirements, including the regulations at 40 C.F.R. §81 as authorized under the Clean Air Act and all regulations promulgated or to be promulgated under all of the applicable local, state or federal laws, rules or regulations, as same may be amended from time to time. Purchaser hereby assumes all liability, if any, for Purchaser's failure to comply with the requirements of this Section in connection with Purchaser's proper maintenance, handling and/or remediation of any



and all Hazardous Materials, if any, located in or on the Property or in the Improvements. The obligations under this Section 5.5 shall survive Closing of this Agreement.

5.6 Release. Purchaser, on behalf of itself and its legal representatives, heirs, successors and assigns hereby waives, releases, acquits and forever discharges Seller its current and former officers, directors, shareholders, employees, agents, attorneys, representatives, and any other persons acting on behalf of Seller and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser or any of its legal representatives, heirs, successors or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present, or future physical characteristic or condition of the Property or the Improvements, including, without limitation, any Hazardous Materials in, at, on, under or related to the Property or the Improvements or any violation or potential violation of any Environmental Requirement applicable thereto and further including, without limitation, any claim for contribution or indemnification arising under any Environmental Requirements, common law or otherwise. Notwithstanding anything to the contrary set forth herein, this release shall survive Closing or termination of this Agreement.

#### ARTICLE VI CLOSING

6.1 Closing. The closing ("Closing") shall be held at the offices of Title Experts (the "Title Company") at 11780 Manchester Road, Suite 204, Des Peres, MO 63131, on November 8, 2018, or on such other date or place as may be agreed to in writing by Seller and Purchaser (the "Closing Date").

6.2 Seller's Obligations at Closing. At Closing, Seller shall deliver to Purchaser the following documents:

(a) Special Warranty Deed (the "Deed") executed by Seller conveying the Land and Improvements to Purchaser in the form attached to this Agreement as Exhibit "B", subject to no exceptions other than the Permitted Exceptions;

(b) If required by the Title Company, a copy of Seller's resolutions, certified by Seller as true and complete, as of the Closing Date, so as to evidence the authority of the persons signing the Deed and other documents to be executed by Seller at Closing and the power and authority of Seller to convey the Property to Purchaser in accordance with this Agreement;

(c) an affidavit certifying that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980; and

(d) an executed affidavit or other document acceptable to the Title Company in issuing the Owner's Policy without exception for possible lien claims of mechanics, laborers and materialmen with exception for parties in possession.

6.3 Purchaser's Obligations at Closing. At Closing, Purchaser shall deliver to Seller the following:

(a) the Purchase Price by wire transfer of immediately available funds. Seller is currently holding Twenty Five Thousand Dollars (\$25,000.00) as a security deposit under that certain Commercial Lease Agreement dated May 13, 2016 between Seller and Purchaser (the "Lease Agreement"). Said Twenty-Five Thousand Dollar (\$25,000.00) security deposit will be applied toward the Purchase Price on behalf of Purchaser at Closing, and if the purchase and sale of the Property is completed as provided herein, Purchaser waives any right to a refund of any portion of such security deposit under the parties Commercial Lease Agreement. Purchaser shall receive a credit against the Purchase Price for all rents paid pursuant to the Lease Agreement on and after August 1, 2018. For avoidance of doubt, the rent paid by Purchaser for the month of August, 2018 was paid on August 1, 2018;

(b) such consents and authorizations as the Title Company may reasonably deem necessary to evidence the authorization of Purchaser to purchase the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by Purchaser in connection with Closing; and

(c) such other documents as may be reasonable and necessary in the opinion of the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

**6.4 No Proration. At Closing:**

(a) All utilities and other operating expenses shall be the responsibility of Purchaser to pay up to the time of Closing. Any real estate taxes and other assessments with respect to the Property for the year in which Closing occurs or prior years, if any, shall be paid by or charged to Purchaser at Closing, including any dues, assessments, special assessments and liens (and any interest or expenses thereon) charged or imposed by the Trustees of the University Heights Subdivision No. 1.

(b) Special Taxes and Assessments. Any unpaid installments of special taxes and assessments whether or not required to be paid prior to Closing shall be assumed by the Purchaser at Closing. The Property shall be conveyed at Closing subject to any special taxes and assessments that are a lien as of the date of Closing or becoming a lien on or after the date of Closing.

The agreements of Seller and Purchaser in this Section 6.4 shall survive Closing.

**6.5 Possession.** Possession of the Property shall be delivered to Purchaser at Closing, subject to the Permitted Exceptions. Purchaser is currently leasing the Property from Seller, and Purchaser has installed or added various structures and other improvements to and upon the Property. Seller shall have no obligation to remove any structures, fixtures, or other improvements situated upon the Property at Closing.

**6.6 Closing Costs.** Except as otherwise expressly provided herein, Seller shall pay, on the Closing Date, one-half (1/2) of any escrow fees and other customary closing charges of the Title Company; and Purchaser shall pay, on the Closing Date, all recording costs and transfer taxes, one-half (1/2) of any escrow fees and other customary closing charges of the Title Company, the entire cost of the Title Commitment and related title search fees, and the entire title insurance premium for the Owner's Policy, including any extended coverage or

endorsements to the Owner's Policy requested by Purchaser. Each party shall pay its own attorneys' fees.

ARTICLE VII  
RISK OF LOSS

7.1 Casualty. If the Property suffers any damage prior to Closing from fire or other casualty in excess of Five Million Dollars (\$5,000,000.00), which Seller shall have no obligation to repair, Purchaser may either (i) terminate this Agreement or (ii) consummate Closing, without reduction in the Purchase Price, in which latter event the proceeds of any insurance covering such damage, up to the amount of the Purchase Price, shall be assigned to Purchaser at Closing. If the Property suffers any damage less than Five Million Dollars (\$5,000,000.00) prior to Closing, Purchaser agrees that it will consummate Closing and accept the assignment of the proceeds of any insurance covering such damage at Closing.

7.2 Condemnation. If, prior to Closing, action is initiated or threatened to take any of the Property by eminent domain proceeding or by deed in lieu thereof, Purchaser shall consummate Closing, in which event the award of the condemning authority shall be assigned to Purchaser at Closing.

ARTICLE VIII  
DEFAULT

8.1 Breach by Seller. If Seller breaches this Agreement, Purchaser may, at its election and as its sole and exclusive remedy and relief hereunder, either (i) terminate this Agreement and thereupon shall be entitled to the immediate return of the Earnest Money, together with all accrued interest thereon, if any, or (ii) seek specific performance of the obligation of Seller to sell the Property to Purchaser. In no event shall Seller be liable to Purchaser for any actual, punitive, speculative, consequential or other damages, all of which are hereby waived by Purchaser.

8.2 Breach by Purchaser. If Purchaser breaches this Agreement, Seller shall be entitled to the Earnest Money together with all interest accrued thereon, if any, as liquidated damages (and not as a penalty) and this Agreement shall terminate and neither party shall have any further rights against the other, except as otherwise specifically provided in this Agreement. Seller and Purchaser have made this provision for liquidated damages because it would be difficult to calculate on the date hereof the amount of actual damages for such breach, and these sums represent reasonable compensation to Seller for such breach.

ARTICLE IX  
CONFIDENTIALITY

9.1 Non-Disclosure. From and after the date of this Agreement or unless with the prior written consent of the other party, neither Purchaser nor Seller shall prior to Closing: (i) make or permit to be made any announcements or press releases concerning the existence of this Agreement, the terms of the purchase of the Property or any other information concerning this Agreement or the transaction contemplated herein; or (ii) disclose or permit to be disclosed, directly or indirectly, to any person or entity any information in respect of the Property which is obtained pursuant to this Agreement or through any inspection of the Property or records concerning the Property. Each party shall have the right to disclose information in respect of the

Property to its attorneys, accountants, prospective lenders and their Counsel so long as they agree to be bound by the terms of this Section 9.1. Notwithstanding the foregoing, the parties acknowledge that Purchaser is a public governmental body and subject to the terms of Chapter 610 RSMo. (the "Sunshine Law"). Purchaser may respond to a Sunshine Law request and produce public records, as required by the Sunshine Law, with breaching or otherwise violating this Article IX.

ARTICLE X  
MISCELLANEOUS

10.1 Notice. Any notice, request, demand or other communication required or permitted under this Agreement (each a "Notice" for purposes of this Section) must be in writing and will be deemed to have been duly given to and received by a person (a) on the day the Notice is personally delivered to the person; (b) on the first business day after the day on which the Notice is deposited with a nationally recognized overnight courier service for next day delivery; (c) on the third business day after the day on which the Notice is deposited in the United States mails, registered or certified mail, first class postage prepaid, return receipt requested; or (d) on the first business day after the day on which the Notice is sent by e-mail or facsimile machine if a confirmation is received from the recipient's facsimile machine by the sender, provided that in the case of clauses (b), (c) and (d), the Notice is addressed to the parties as follows or such other place as the parties shall from time to time direct by written notice to the other parties. For purposes of this Section, if the date for performance of any act hereunder falls on a Saturday, Sunday or legal holiday, then time for performance thereof shall be deemed extended to the next successive business day.

If to Seller: VRE Fiber Optics Ventures, L.L.C.  
Attn: Henry Warshaw  
100 S. Brentwood Blvd Ste 240  
St. Louis, MO 63105-1635  
Fx: 314-244-3519  
Email: warshaw@vrelc.com

With a copy to: Summers Compton Wells LLC  
8909 Ladue Road  
Ladue, MO 63124  
Attn: Stephen C. Hiotis, Esq.  
Fx: 314-872-0388  
Email: [shiotis@summerscomptonwells.com](mailto:shiotis@summerscomptonwells.com)

If to Purchaser: City of University City  
Attn: City Manager  
6801 Delmar Boulevard  
University, MO 63130

With a copy to: Robert E. Jones  
Curtis, Heinz, Garrett & O'Keefe, P.C.  
130 S. Bemiston, Suite 200  
Clayton, MO 63105  
Email: [rejones@chgolaw.com](mailto:rejones@chgolaw.com)

10.2 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein.

10.3 Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

10.4 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

10.5 Time of Essence. Time is of the essence of this Agreement; however, if the final date of any period which is set out in this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Missouri, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.6 Governing Law. This Agreement shall be governed by the laws of the State of Missouri and the laws of the United States pertaining to transactions in such State. All of the parties have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

10.7 Successors and Assigns, Assignment. This Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns. Purchaser shall not assign Purchaser's rights under this Agreement without the prior written consent of Seller. Any potential Assignee must expressly assume all of the terms, conditions and obligations of this Agreement in writing and in form and substance acceptable to Seller, and provided, further, upon such assumption, Purchaser shall not be released from the provisions hereof.

10.8 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

10.9 Attorneys' Fees. In the event it becomes necessary for either party to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages as provided herein, reasonable attorneys' fees, paralegal fees and costs incurred in such suit at trial, appellate, bankruptcy and/or administrative proceeding.

10.10 Multiple Counterparts and Facsimile Execution. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

10.11 Date of this Agreement. As used in this Agreement, the terms "date of this Agreement" or "date hereof" shall mean and refer to the date of execution of this Agreement by Seller. Purchaser shall have until September 14, 2018 to accept Seller's offer. Upon Purchaser's acceptance of Seller's offer, Purchaser shall deliver a fully executed copy of this Agreement to Seller. Unless so accepted by Purchaser within the time specified above, Seller's offer shall be considered rejected and said copies of this Agreement as executed by Seller shall be promptly returned to Seller.

10.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part hereof:

Exhibit "A" - Legal Description of the Land

Exhibit "B" - Form of Special Warranty Deed

Exhibit "C" - Amendment to Commercial Lease Agreement

10.13 No Survival. Except as specifically stated to survive Closing or the termination of this Agreement, all representations, warranties, obligations and covenants of this Agreement shall merge with the Deed and shall not survive Closing or other termination of this Agreement. Without limiting in any manner the foregoing, the statements, disclaimers, releases, and provisions in ARTICLE V of this Agreement survive the termination of this Agreement or Closing indefinitely.

10.14 Recording; Equitable Interest. This Agreement shall not be recorded. Prior to Closing, this Agreement shall not be deemed or construed to give Purchaser any equitable ownership of, or title to, the Property.

10.15 Escrow. Title Company is authorized and agrees by its joinder herein to deposit the Earnest Money promptly upon receipt thereof, to hold same in escrow and, subject to clearance thereof, to disburse same in accordance with terms and conditions of this Agreement. In the event of doubt as to Title Company's duties or liabilities under the provisions of this Agreement, the Title Company may in its sole discretion, continue to hold the subject this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or Title Company may deposit same with the court having jurisdiction of the dispute, and upon notifying all parties concerned of such action, all liability on the part of the Title Company shall terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any suit between Purchaser and Seller wherein the Title Company is made a party thereto, the Title Company shall be entitled to recover reasonable attorney's fees and cost incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Title Company shall not be liable to any party or person whomsoever for misdelivery to Purchaser or Seller of items subject to this escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of Title Company.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement as of the day and year first above written.

Purchaser:

City of University City, Missouri

By: 

Title: City Manager

Date: \_\_\_\_\_

Seller:

VRE Fiber Optics Ventures, L.L.C.

By: Orlando First Corporation, Inc., Manager

By: 

Title: President

Date: 9/13/18

210050A\_7

The undersigned Title Company hereby joins in the execution of this Agreement for the purpose of agreeing to hold and dispose of the Earnest Money in accordance with the provisions of this Agreement and further agreeing to the provisions in Sections 3.1 and 10.15 thereof.

Title Company:

Title Experts, LLC

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

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

Date: \_\_\_\_\_

2100508\_7



EXHIBIT "A"  
TO  
PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION

Part of Block 4 of University Heights a subdivision according to the plat thereof as recorded in Plat Book 6 page 14 of the St. Louis County Records located in U.S. Survey 378, Township 45 North, Range 6 East of the Fifth Principal Meridian, University City, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northeast corner of a tract of land as conveyed to the City of University City, by instrument recorded in Book 1088, Page 113 of above said records, said point being located on the west right-of-way line of Sgt. Mike King Drive, 50 feet wide, 372.00 feet distant north of its intersection with the north right-of-way line of Delmar Boulevard, 80 feet wide; thence along the northern lines of said University City tract the following courses and distances: North 89 degrees 45 minutes 44 seconds West, 139.00 feet; North 00 degrees 14 minutes 16 seconds East, 50.00 feet, to a found iron pipe, and North 89 degrees 45 minutes 44 seconds West, 148.05 feet to a found iron pipe located on the eastern right-of-way line Trinity Avenue, 50 feet wide, said point also being located on a curve to the right having a radius of 435.08 feet; thence along said right-of-way line and along said curve with an arc length of 12.76 feet and a chord which bears North 10 degrees 52 minutes 50 seconds East, 12.76 feet to the beginning of a nontangent curve to the right having a radius of 270.13 feet; thence along said curve with an arc length of 383.00 feet, and a chord which bears North 52 degrees 20 minutes 18 seconds East, 351.71 feet the beginning of a nontangent curve to the right having a radius of 385.40 feet; thence along said curve with an arc length of 5.17 feet and a chord which bears South 86 degrees 42 minutes 18 seconds East, 5.17 feet to its intersection with the west right-of-way line of above said Sgt. Mike King Drive; thence along said right-of-way line, South 00 degrees 14 minutes 16 seconds West, 278.31 feet to the Point of Beginning.

EXHIBIT "B"  
TO  
PURCHASE AND SALE AGREEMENT  
SPECIAL WARRANTY DEED

Space above this line reserved for Recorder of Deeds

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_ by and between \_\_\_\_\_ a \_\_\_\_\_, whose address is \_\_\_\_\_ ("Grantor") and \_\_\_\_\_ a \_\_\_\_\_, whose address is \_\_\_\_\_ ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, does by these presents BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee that certain real estate situated in the \_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_, and legally described on Exhibit "A" (the "Property"):

SUBJECT, HOWEVER, to the title and survey exceptions listed on Exhibit "B" attached to this Special Warranty Deed and by this reference made a part hereof, Grantee hereby accepting and agreeing to the same by Grantee's acceptance and recordation of this Special Warranty Deed.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging to the extent not encumbered, restricted or reserved as contemplated by this Special Warranty Deed unto Grantee and Grantee's successors and assigns forever.

Grantor hereby covenants that, except as noted above, at the time of delivery of this Special Warranty Deed, the Property was free from all encumbrances made by it and that Grantor shall and will WARRANT AND DEFEND the title to the Property unto Grantee and Grantee's successors and assigns forever, against the lawful claims of all persons claiming by, through or under Grantor but against none others.

IN WITNESS WHEREOF, the parties hereto have executed this Special Warranty Deed as of the day and year first above written.

Grantor: \_\_\_\_\_

Notary

EXHIBIT "A"  
TO  
SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

Part of Block 4 of University Heights a subdivision according to the plat thereof as recorded in Plat Book 8 page 14 of the St. Louis County Records located in U.S. Survey 378, Township 45 North, Range 6 East of the Fifth Principal Meridian, University City, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northeast corner of a tract of land as conveyed to the City of University City, by instrument recorded in Book 1088, Page 113 of above said records, said point being located on the west right-of-way line of Sgt. Mike King Drive, 50 feet wide, 372.00 feet distant north of its intersection with the north right-of-way line of Delmar Boulevard, 80 feet wide; thence along the northern lines of said University City tract the following courses and distances: North 89 degrees 45 minutes 44 seconds West, 139.00 feet; North 00 degrees 14 minutes 18 seconds East, 50.00 feet, to a found iron pipe, and North 89 degrees 45 minutes 44 seconds West, 146.05 feet to a found iron pipe located on the eastern right-of-way line Trinity Avenue, 50 feet wide, said point also being located on a curve to the right having a radius of 435.08 feet; thence along said right-of-way line and along said curve with an arc length of 12.76 feet and a chord which bears North 10 degrees 52 minutes 50 seconds East, 12.76 feet to the beginning of a nontangent curve to the right having a radius of 270.13 feet; thence along said curve with an arc length of 383.00 feet, and a chord which bears North 52 degrees 20 minutes 18 seconds East, 351.71 feet the beginning of a nontangent curve to the right having a radius of 385.40 feet; thence along said curve with an arc length of 5.17 feet and a chord which bears South 88 degrees 42 minutes 18 seconds East, 5.17 feet to its intersection with the west right-of-way line of above said Sgt. Mike King Drive; thence along said right-of-way line, South 00 degrees 14 minutes 16 seconds West, 278.31 feet to the Point of Beginning.

EXHIBIT "B"  
TO  
SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. Zoning and other ordinances.
2. Real estate taxes for the year 2018 and subsequent years.
3. Any unpaid installments of special taxes and assessments (including any charges by the Trustees of University Heights Subdivision No. 1) whether or not required to be paid prior to the effective date of this Special Warranty Deed.
4. Any special taxes and assessments (including any charges by the Trustees of University Heights Subdivision No. 1) that are a lien as of the effective date of this Special Warranty Deed or becoming a lien on or after the effective date of this Special Warranty Deed.
5. All matters that would be disclosed by a current survey of the Property.
6. All valid and enforceable covenants, restrictions, reservations, easements and other matters as shown on the public record.

EXHIBIT "C"  
TO  
PURCHASE AND SALE AGREEMENT

AMENDMENT TO COMMERCIAL LEASE AGREEMENT

AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This AMENDMENT TO LEASE AGREEMENT ("Amendment") is effective as of \_\_\_\_\_, 2018 (the "Effective Date"), and is made and entered into by and between VRE Fiber Optics Ventures, L.L.C., a Missouri limited liability company ("Landlord"), and City of University City, Missouri ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Commercial Lease Agreement dated May 13, 2016, (the "Lease"), whereby Tenant leased the premises commonly known as 601 Trinity Avenue, University City, Missouri, as further described in the Lease (the "Leased Premises").

B. Landlord and Tenant desire to amend and modify the Lease as set forth in this Amendment.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined in this Amendment shall have the meaning ascribed to such terms in the Lease.

2. Term. The Term of the Lease shall commence on the Commencement Date and terminate upon the earlier to occur of: (i) the closing of the sale of the Leased Premises by Landlord to Tenant pursuant to the terms of that certain Purchase and Sale Agreement of even date herewith (the "PSA"); or (ii) May 13, 2019.

3. No Default. Tenant represents and warrants that, as of the date of this Amendment, there are no defaults by Landlord under the Lease and Tenant has no defense or right of offset under the Lease.

4. Ratification of Lease. Except as expressly modified by this Amendment, the Lease is hereby ratified in its entirety and all terms and conditions thereto shall remain in full force and effect. In the event of a conflict between the terms and conditions of the Lease and this Amendment, this Amendment shall prevail and be controlling.

5. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument. Each counterpart may be signed and delivered via email transmission or facsimile transmission and such counterpart shall be deemed an original for all purposes.

IN WITNESS OF WHEREOF, Landlord and Tenant are executing this Amendment to Lease Agreement to be effective as of the Effective Date.

**LANDLORD:**

**VRE Fiber Optics Ventures, L.L.C., a  
Missouri limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

**City of University City, Missouri**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This AMENDMENT TO LEASE AGREEMENT ("Amendment") is effective as of September 14, 2018 (the "Effective Date"), and is made and entered into by and between VRE Fiber Optics Ventures, L.L.C., a Missouri limited liability company ("Landlord"), and City of University City, Missouri ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Commercial Lease Agreement dated May 13, 2016, (the "Lease"), whereby Tenant leased the premises commonly known as 801 Trinity Avenue, University City, Missouri, as further described in the Lease (the "Leased Premises").

B. Landlord and Tenant desire to amend and modify the Lease as set forth in this Amendment.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined in this Amendment shall have the meaning ascribed to such terms in the Lease.
2. Term. The Term of the Lease shall commence on the Commencement Date and terminate upon the earlier to occur of: (i) the closing of the sale of the Leased Premises by Landlord to Tenant pursuant to the terms of that certain Purchase and Sale Agreement of even date herewith (the "PSA"); or (ii) May 13, 2019.
3. No Default. Tenant represents and warrants that, as of the date of this Amendment, there are no defaults by Landlord under the Lease and Tenant has no defense or right of offset under the Lease.
4. Ratification of Lease. Except as expressly modified by this Amendment, the Lease is hereby ratified in its entirety and all terms and conditions thereto shall remain in full force and effect. In the event of a conflict between the terms and conditions of the Lease and this Amendment, this Amendment shall prevail and be controlling.
5. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each counterpart may be signed and delivered via email transmission or facsimile transmission and such counterpart shall be deemed an original for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS OF WHEREOF, Landlord and Tenant are executing this Amendment to Lease Agreement to be effective as of the Effective Date.

LANDLORD:

TENANT:

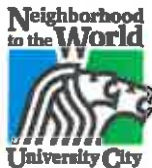
VRE Fiber Optics Ventures, L.L.C., a  
Missouri limited liability company  
By: Oracle First Corporation, Inc., Manager

City of University City, Missouri

By: [Signature]  
Name: Henry Wurstman  
Title: President

By: [Signature]  
Name: City Manager Gregory Rose  
Title: City Manager





## Council Agenda Item Cover

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**MEETING DATE:** October 8, 2018  
**AGENDA ITEM TITLE:** Street Name Change – Tamerton Ave.  
**AGENDA SECTION:** New Business  
**CAN THIS ITEM BE RESCHEDULED? :** Yes

---

### **BACKGROUND REVIEW:**

The Traffic Commission has reviewed a request for a street name change to Rev. Joe L. Middleton Lane.

After an Honorary Street Name designation discussion at both the Traffic Commission and City Council with respect to this request, an agreed upon suggestion was to permanently change the street name of Tamerton Ave. between its intersections with Montreal Dr. and Paramount Dr. due to no residence addresses being located on the referenced street section under consideration. Staff consulted this suggestion with the requestor and obtained their support of it.

The street name change would revise the street name for mapping, land information, zoning and addressing purposes and a standard street name sign would be installed in the applicable street block upon approval of the request.

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

### **INFORMATION ABOUT PASTOR JOE L. MIDDLETON:**

Pastor Joe L. Middleton was installed as pastor of The City of Life Christian Church in October 2011. Today under the Pastor Middleton’s leadership, The City of Life stands as a vibrant, multicultural, progressive, Christ-centered church that believes in teaching the Biblical doctrine of salvation and the sure hope of eternal life and immortality as taught by Jesus and the Apostles.

Pastor Middleton has given generously of his time and effort, faithfully served this community in various capacities and supported programs to benefit people of all ages and walks of life such as The City of Life Foodbank, and seminars on suicide, domestic violence and financial wellness.

Pastor Middleton has worked diligently with Dr. Sharonica Hardin-Bartley, Superintendent of The School District of University City to provide prayers, friendship, leadership, comfort, and support to students.

INTRODUCED BY:

DATE: OCTOBER 8, 2018

BILL NO.: 9366

ORDINANCE NO.:

AN ORDINANCE CHANGING THE NAME OF TAMERTON AVENUE, BETWEEN PARAMOUNT DRIVE AND MONTREAL DRIVE, TO REV. JOE L. MIDDLETON LANE.

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

Section 1. Tamerton Avenue, between Paramount Drive and Montreal Drive, is hereby changed to Rev. Joe L. Middleton Lane. All ordinances, regulations and laws of the City of University City, Missouri which refer to said Tamerton Avenue shall be deemed to refer to Rev. Joe L. Middleton Lane.

The following is the legal description of said Tamerton Avenue:

All of Tamerton Avenue right of way between Paramount Drive and Montreal Drive, being 50 feet-wide, described by metes and bounds with bearings and distances based on the original plat of Walton Dale Subdivision in University City, Missouri, as recorded in Plat Book 20, Page 48, Plat Records of St. Louis County, Missouri;

Beginning at the Southwest corner of Lot 16 of Block 3 of said subdivision, on the North right of way line of Paramount Drive;

Thence North 90° 00' East, 24.48 feet along the said North right of way line, to a point at intersection with the East right of way line of Tamerton Avenue and it's extension;

Thence South 11° 19' West, 356.94 feet along said East right of way line of Tamerton Avenue and it's extension, to a point on the south right of way line of Montreal Drive, identical to the North line of Lot 17, Block 1 of said subdivision;

Thence North 90° 00' West, 50.99 feet, along said South right of way line, to a point on the West right of way line of said Tamerton Avenue;

Thence North 11° 19' East, 356.94 feet, along said West right of way line of Tamerton Avenue, to the said North right of way line of Paramount Drive;

Thence North 90° 00' East, 26.52 feet to the Point of Beginning. Containing 0.4 acres of land.

Section 2. The City Clerk is hereby directed to have this ordinance recorded in the office of the Recorder of Deeds of St. Louis County, Missouri.

Section 3. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED and ADOPTED this \_\_\_\_\_ day of October, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

CERTIFIED TO BE CORRECT AS TO FORM:

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

Pastor Middleton has helped to improve and enrich The City of Life church family, while also building bridges to the community and teaching that the church of God must be a "church without walls" that serves the community through faith-based initiatives and unwavering love.

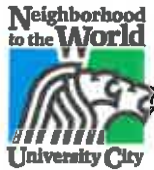
The City of Life stresses what we are commissioned to do by being a church without walls; reaching out to share the Gospel of Jesus to all whose lives we touch.

**RECOMMENDATION:**

City Manager recommends enacting the "Street Name Change" proposed ordinance.

**ATTACHMENT:**

- Bill changing the name of Tamerton Avenue, between Paramount Drive and Montreal Drive, to Rev. Joe L. Middleton Lane.



## Council Agenda Item Cover

---

**MEETING DATE:** October 8, 2018

**AGENDA ITEM TITLE:** Include 6300-6400 blocks of Enright Avenue as a designated Parking Meter Zone

**AGENDA SECTION:** New Business

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

---

### **BACKGROUND REVIEW:**

The Traffic Commission received a traffic request to include Enright Ave. between its intersection with Westgate Ave. and the City limits near its intersection with Eastgate Avenue into a designated parking meter zone at the October 11, 2017 Traffic Commission meeting.

The requestor emphasized that the area is highly parked by vehicles for days at a time and installation of parking meters would help to allow others to use those parking spaces when visiting the Loop and generate revenue for the city.

### **RECOMMENDATION:**

City Manager recommends the attached draft Bill be approved to include the 6300-6400 blocks of Enright Ave. as a designated Parking Meter Zone ("Two-Hour Limitation", which is consistent with that of the on-street parking along Delmar Blvd. in the Delmar Loop area).

### **ATTACHMENTS:**

1. Bill amending Section 358.030 – Parking Meter Zones – Designated
2. Traffic Commission Staff Report
3. Minutes from Traffic Commission October 11, 2017 meeting

INTRODUCED BY:

DATE: October 8, 2019

BILL NO: 9367

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 358 OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN.**

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

**Section 1.** the Traffic Code, of the University City Municipal Code is amended as provided herein. Language to be added to the Code is represented as highlighted. This Ordinance contemplates no revisions to the Code other than those so designated; any language or provisions from the Code omitted from this Ordinance is represented by an ellipsis and remains in full force and effect.

**Section 2.** the University City Municipal Code is hereby amended to add "Enright Avenue: the south side from Westgate Avenue to the east City limits": where the City has designated as a "Parking Meter Zone", to be edited to the Traffic Code, as follows:

**Section 358.030; Parking Meter Zones – Designated.**

**There is established in the City of University City designated parking meter zones which shall include the following streets or parts of streets:**

**Zone D**

**Enright Avenue: the south side from Westgate Avenue to the east City limits.**

\* \* \*

**Section 3.** This ordinance shall not be construed so as to relieve any person, firm or corporation from any penalty heretofore incurred by the violation of the sections revised by this amendment nor bar the prosecution for any such violation.

**Section 4.** Any person, firm or corporation violating any of the provisions of this ordinance shall be punished in accordance with the provisions of the University City Municipal Code.

**Section 5.** This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_  
MAYOR

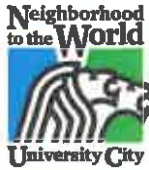
ATTEST:

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

CERTIFIED TO BE CORRECT AS TO FORM:

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

DRAFT



**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:** October 11, 2017  
**APPLICANT:** Dan Wald –8420 Delmar Blvd Suite 406  
**Location:** South Side of Enright Avenue, Westgate Avenue to Eastgate Avenue  
**Request:** Parking Meters and Signs  
**Attachments:** Traffic Request Form

---

**Existing Conditions:**

Enright Ave



At this location cars are parked for days at a time, limiting the available loop business parking in the area. It is assumed that these cars belong to university students

**Request**

Install parking meters and signs

**Conclusion/Recommendation:**

An approval of the request would assist Washington University with on campus parking as well as generate revenue for University City. City staff recommends that the Traffic Commission approve this request with consideration of the Finance Department approval.





Department of Public Works and Parks

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

TRAFFIC REQUEST FORM

LOCATION OF REQUEST:

SOUTH SIDE OF ENRIGHT - WESTGATE TO EASTGATE

STATE THE NATURE OF YOUR REQUEST:

Parkview Gardens Association where the street resides would like the city to install parking meters on Enright.

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

Parking meters and signs

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

they will force people who currently park for free and leave cars for days. This has hurt the business district. Most cars are from Wash U. Lofts who refuse to pay the \$800 parking fee Wash U. requires.

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: DAN WALD V.P. Parkview Gardens
ADDRESS: 8420 Delmar Suite 406
PHONE (HOME): 314 422 2386 PHONE (WORK): 314 422 991-3300
Email: DAN@rodanmanagement.com
Date: 9/8/2017

Please return the completed form to the Public Works and Parks Department, 3rd floor of City Hall, attention Errol Tate, Public Works Liaison of the Traffic Commission, via email at etate@ucitymo.org.

Or, by mail/fax: Traffic Commission
C/O Public Works Department
6801 Delmar Blvd. 3rd Floor
University City, MO 63130
(314) 505-8560
(314) 862-0694 (fax)

www.ucitymo.org

**Delcrest Plaza**

8420 Delmar #406 St. Louis, MO 63124

(314) 991-3300  
Fax (314) 991-3354

SEPT 8, 2017

TO: Traffic Commission

FROM: DAN WALD Parkview Gardens Assoc.

Please also note that other buildings in the area not owned by WASH 2 typically have free parking on the site of the building.

Due to extra parking charges by WASH U, the WASH 2 tenants do not pay the \$800 FEE but park on Enright for days or weeks. These students do not use the cars very often.

Thanks, Dan Wald



## Traffic Commission

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8580, Fax: (314) 862-0884

### CITY OF UNIVERSITY CITY MINUTES OF THE TRAFFIC COMMISSION October 11, 2017

#### 1. Call to Order

At the Traffic Commission meeting of University City held in the Heman Park Community Center, on Wednesday, October 11, 2017, Chairman Jeff Hales called the meeting to order at 6:32 p.m.

#### 2. Roll Call

In addition to Chairman Hales, the following members of the commission were present:

- Jeffrey Mishkin
- Jeff Zornes
- Derek Helderman
- Bart Stewart (arrived at 6:37)

Also in attendance:

- Errol Tate(non-voting member – Public Works Liaison)
- Councilmember Bwayne Smotherson (non-voting member—Council Liaison)

Absent:

- Curtis Tunstall – not excused
- Sergeant Shawn Whitley (non-voting member – Police Department Liaison) - excused

#### 3. Approval of Agenda

Commissioner Zornes moved to approve the agenda and was seconded by Commissioner Helderman. The agenda was approved unanimously.

#### 4. Approval of the Minutes

##### A. September 13, 2017

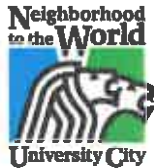
Commissioner Helderman made a motion to approve the minutes of the September 13, 2017 meeting and was seconded by Commissioner Mishkin. The motion carried unanimously.

#### 5. Agenda Items

##### a. Purcell Ave at Ezzell Ave – No Thru Street

Mr. Tate introduced the request to close the street at Purcell and Ezzell. He stated that upon review, the data did not support the request to close the street, but suggested possibly making the street a one-way street.

Mr. Smotherson stated that he did not believe the petitioners' intention to make the street one-way. He stated that he reviewed the request and drove the area with former City Manager Frank Olendorff. He stated that Purcell is



## Traffic Commission

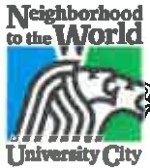
6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8560, Fax: (314) 862-0694

not considered a through street like Etzell, Ferguson and Pennsylvania. He stated that the neighborhood was designed with smaller narrow streets to limit traffic according to Mr. Olendorff. He stated that through traffic should be using Ferguson and Pennsylvania and that the traffic data we had on Purcell was very high. Mr. Smotherson stated that the petitioners request is valid and that he had asked Mr. Olendorff if when a group of residents petition to close a street, does the opposition of the police and fire chiefs override that request. He indicated that Mr. Olendorff responded that the chiefs' roles are advisory and often oppose street closures that are supported by the traffic commission and council.

Chairman Hales asked to follow-up from the question that was asked of at the last meeting for a formal response and recommendation from the police and fire chiefs. Mr. Tate stated there was a formal memo sent to the Interim City Manager. The recommendations were not provided. Chairman Hales stated that it was unfortunate that the commission was currently short one Third Ward member and the other Third Ward member was not present, so Mr. Smotherson was the only representation from the Third Ward on the commission that night.

Commissioner Zornes stated that last month there was discussion on this issue and that the commission members are not experts and rely on the input from city staff including the police and fire chiefs. He asked if Mr. Olendorff's feedback that the chiefs have never approved of a street closure was correct. Chairman Hales stated that if anyone had the institutional knowledge of the recent history, it would likely be Mr. Olendorff. Mr. Smotherson stated that is why he contacted Mr. Olendorff and had a long list of street closures, including his street. He stated he did not remember police and fire input or opposition with the decision to close his street of Purdue. Chairman Hales brought up the commissions recent discussion of the closure at Center Drive which has been in place since the 1960s. That closure forces emergency services to travel west all the way to Old Bonhomme and circle back into the neighborhood. Chairman Hales stated that he was very disappointed that the commission still did not have a recommendation from the police and fire departments because it was asked for at the last meeting. Chairman Hales asked what percentage of the signatures had been obtained. Mr. Tate stated that 100% of the signatures were obtained and recommended taking the request to council. Chairman Hales asked if the Public Works Department recommended approving the petitioners' request. Mr. Tate stated the department recommended the request to approve go to the Council. Chairman Hales asked if the Public Works Department would support the closure if the council is okay with it. Mr. Tate stated "yes".

Commissioner Helderman asked if residents were at all open to considering one-way traffic on Purcell. Mr. Smotherson stated that the residents he had



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spoken with were not. Chairman Hales stated that in the previous meeting, Mr. Mosby, the petitioner was clear that he did not want a one way street.

Commissioner Mishkin made a motion to recommend the closure as requested by the petitioners' and was seconded by Commissioner Zornes. The motion carried unanimously.

### **b. Street Name Change – Ferguson Ave. and Paramount Ave.**

Mr. Tate introduced the request for street name changes and presented an option to create honorary street names. The proposed honorary street names would be placed just below the actual street sign.

Ms. Mildred Pettiford (8333 Fullerton Ave.) representing the City of Life Church addressed the commission and stated that she had read the recommendation and conclusion and would like to pursue that option. She asked what the next step would be and how many signatures would be required. Mr. Tate stated that the next step would be to update the code for the honorary street names. He stated he thought the petition should probably require 75% approval of the neighbors. Ms. Pettiford stated that she had read the code and could not find where the 75% number comes from. Chairman Hales stated that the 75% number is in the traffic code for residential parking permits. Ms. Pettiford stated that the number was 60% in the City of St. Louis and asked if the commission was applying the 75% number. Chairman Hales stated that the commission was not applying any percentage at that moment.

Chairman Hales stated that at the last meeting, Ms. Pettiford stated that their target date was to have the name change completed by June 1 and by going this route with an honorary name, he felt it would make the process easier. He asked if there was any objection to the name change, what the objections were about and suggested the commission may want to consider resident objections on a case by case basis and thought the council may want to consider those objections as well. He also asked for feedback from the council on the matter. Mr. Smotherson commented that 70 to 75% has often been the standard used for many street and neighborhood requested changes. Chairman Hales stated that he had looked up when Berlin was renamed Pershing in the 1920s and found that only a majority was required. Mr. Tate stated that the proposed code would be drafted and shared with the city attorney for additional input on the process, required petitions etc.

Commissioner Zornes made a motion to approve the staff recommendation to send the proposed code changes to council with the proposed new code coming back to the commission for final review. Commissioner Helderman seconded the motion. The motion carried unanimously.

### **c. 6600-6800 Kingsbury – No Charter Buses**



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Mr. Tate introduced the request to restrict charter buses and commercial traffic. He stated that the city has two codes applicable to prohibiting commercial vehicles in residential areas: 356.010 and 356.020. Staff recommended approving implementing the restrictions on the affected block as well as the blocks of Trinity and Melville to the north of Kingsbury.

Chairman Hales asked for clarification that the restrictions would not include commercial vehicles making local deliveries. Mr. Tate stated the restriction would be limited to restricting commercial vehicles making commercial deliveries from travelling on those streets.

Janet Pierson of 6803 Kingsbury addressed the commission and stated that the original request also included a request to prohibit commercial vehicles on Kingsland as well and thought that may have been omitted in error. Mr. Tate stated that staff accepts the addition of Kingsland.

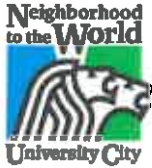
Commissioner Helderman made a motion to accept the staff recommendation to prohibit commercial vehicles. Commissioner Stewart seconded the motion and the motion carried unanimously.

### **d. 700 North & South**

Mr. Tate introduced the request from Dr. Hortense Lewis, Principal of the Esther Miller Bais Yakov Orthodox Jewish School at 700 North and South for 30 permit parking street spaces. Staff recommended that the school utilize the available parking on North and South Rd. and attempt to utilize additional spaces on Gannon Ave. following a review of available spaces. He stated 30 spaces would be difficult to obtain and asked the Traffic Commission for input on the request.

Dr. Hortense Lewis (40 Gateview Ct, Wentzville, MO) is the principal at the school and addressed the commission. She stated that the school has 50 high school students in grades 9-12, many of whom drive as well as 30 faculty and staff members. She stated the available parking was shared with local businesses. She stated she is requested 30 spaces for their staff. She stated that the parking on Gannon is limited and that years ago there was some "disgruntledness" among the neighbors and the Jewish population and there was a sign requested of the Commission and a sign went up limiting parking on Gannon. She stated if they were allowed to park in the area where the signs are, they would have more than enough parking without interfering with any of the business parking. She stated she is requesting that parking be delineated for their staff and that the parking on North and South is used by their students and customers of the local businesses. Dr. Lewis stated she is asking for parking permits for 30 staff Monday through Friday from 8am to 4pm. She stated she walked the block of Gannon (7600) and estimated that in front of the school and the homes would provide ample space. She stated





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that she is not requesting any spaces in front of the businesses that they share the spaces with. She stated the parking is limited because of a sign that has been there for years and that the people who put the sign there do not even live in the community anymore.

Commissioner Mishkin asked if the school shared the facility with the synagogue. Dr. Lewis confirmed the facility is shared. Commissioner Mishkin asked if there was any parking for the synagogue and its congregants. Dr. Lewis stated that the synagogue members usually walk.

Commissioner Stewart asked for Dr. Lewis to clarify the request stating that she had indicated that the request was between 8am and 4pm, but the request in the packet stated 8am to 6pm. Dr. Lewis stated that 8am to 4pm would be sufficient and that they do have after school activities, but by 4pm, anyone who would be servicing the school would already have a parking space.

Commissioner Mishkin asked if there would be sufficient parking if they could park in the area where the signs restrict parking. Dr. Lewis stated that was correct and that they would have enough space if they could park to the end of the block on both sides of Gannon. Commissioner Mishkin asked who put the signs up. Dr. Lewis stated that it was her understanding but she was not there at that time, that there was a conflict between a neighbor close to the school and they came to the commission asking for a sign and a sign went up. Commissioner Mishkin asked what the sign says. Dr. Lewis stated the sign says no parking beyond this point. Commissioner Mishkin asked if the sign restricted anyone from parking there. Dr. Lewis stated that she believed so because she doesn't see anyone else park there and she didn't recall the sign saying that anyone else could park there, that it just states "no parking beyond this point" and is placed at two points on the block.

Chairman Hales responded to Dr. Lewis and stated that he and his partner were the individuals who initiated a residential parking permit petition in 2010. He stated it was not because of any disagreement or hard feelings with the Jewish community, it was because when they bought their house they were unable to park remotely near their house between the hours of 8 in the morning and 11 o'clock at night because in the morning because between 8am and 4pm, the block was parked with students in large vans and teachers. He stated that most of the homes on that block have single car driveways and single car garages. He stated the process was that they came to the commission and requested a residential parking permit plan. He stated the very first thing they did was to contact County Councilwoman Barb Fraser because at that time parking was restricted on both sides of North and South between the hours of 7am and 9am and 4pm and 6pm between Delmar and Olive. He stated the first thing they did was to make outreach to the county to remove those restrictions so that parking was available to the synagogue and



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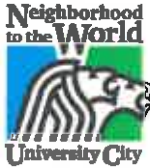
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businesses on North and South. He told Dr. Lewis that there were absolutely no hard feelings towards them and wanted her to understand that and stated that 75% of the neighbors were required to sign the petition for residential parking and did because of the impact felt by the neighborhood. He stated that one of the things discussed by the traffic commission at that time was the difficulty of residents to get in and out of their driveways because of the narrowness of the driveways. He stated that Gannon is a street that technically, according to the MUTCD code which the city has adopted, should not have parking allowed on both sides because the street is too narrow to accommodate cars parked on both sides and two lanes of traffic. He asked Mr. Tate to correct him if he was wrong. Chairman Hales stated that that was the history of the parking restrictions on the block and stated that the signs on the block state No Parking Except by Residential Permit between the hours of 11am and 11pm. He also stated that at one point he had a car parked in his driveway, but did not know who the person was or where they went and stated that in the time they lived there, they had to have two cars towed for blocking their driveway. Chairman Hales told Dr. Lewis that he could tell her from first-hand experience that when parking was permitted, it had a substantial impact on the neighborhood and that they had no trouble getting the signatures. He said he would be very, very hesitant to recommend undoing what was done by residents of that block because it was just that block that was impacted. He stated that the teachers could park around the corner on Berniston or in the 7500 block, but that was not where the problem was. Dr. Lewis stated that Chairman Hales had obviously never been a teacher and to park that far away from your location and materials. She apologized that Chairman Hales went through what he went through and stated she was not a part of that and that she was sure that the problem no longer exists and asked that he consider an alternative method because shutting out the parking all together is not a good solution because they don't have the opportunity to park there at all. She stated she could not speak to the past and apologized and stated that she understood and had compassion, but asked in this day that we come up with a solution that might work including signage that is restricted and that is followed through on where they would have permits and only the cars with permits would be able to park in the neighborhood between 8 am and 4pm Monday through Friday.

Commissioner Mishkin asked why Dr. Lewis did not think the problem would exist today. Dr. Lewis referenced Chairman Hales' comment about people parking in his driveway; she said their people mostly walk on the weekend. She stated she didn't know if the person who did that went to one of the businesses but stated that if signs could be put out allowing for permit parking for their staff, that may resolve the problem.

Commissioner Stewart asked if the process to reverse a residential parking plan required the same 75% signatures to remove the restriction. He asked what it would require to change the parking restriction in the area. Chairman





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Hales responded to Commissioner Stewart and stated that the commission had to operate within the code and the code is very clear in terms of the process for a residential parking permit plan. He stated that the petitioners are residents. Chairman Hales stated that he believed that if the residents on the block are okay with what is being requested, then the residents need to come back to the commission and request a petition to change it and stated he didn't know that any residential parking permit plan has ever been undone after being approved.

Dr. Lewis stated that she didn't believe this would be undoing the residential parking permits, but more of a change because the situation in itself has changed or redeveloped and that she believed we are in a different situation now. She stated the Shul is a resident of that block and asked if that means that they need to get 75% of the members of the Shul to sign. Chairman Hales responded that residents are homeowners and occupants in homes. Dr. Lewis stated that she agreed with Chairman Hales, but that they also own their facility. Chairman Hales stated that she was correct but that parking is available in front of their facility.

Commissioner Mishkin asked how long the school was at the Shul. Dr. Lewis stated it had been there for 22 years.

Commissioner Stewart asked for clarification on exactly where it is being requested that the school staff be allowed to park. Dr. Lewis stated that they only want to park in the areas in which they are now restricted. Chairman Hales stated that the area extends from 7600 Gannon to 7630 Gannon or from Bemiston west through last residential homes on the block.

Dr. Lewis stated that even with 30 parking permits, only half the staff is at the school at one time, so the total number of cars parked there would be closer to 15 but she couldn't guarantee it because there are times where all staff has to be there. Mr. Tate asked about the parking conditions in the morning when she arrives. Dr. Lewis stated the parking was very busy in the mornings because of the boys school. Mr. Tate asked if the boys school was utilizing their parking lot. Dr. Lewis stated that everyone parks in that lot and in the mornings, the students are parked on North and South on both sides of the street. Mr. Tate asked if the students could park somewhere else. Dr. Lewis asked where they would park and stated that many of the students drive in from Chesterfield. Mr. Tate suggested that the students could potentially park on other streets and walk to free up space in front for the teachers. Mr. Tate asked if Dr. Lewis had spoken to any of the residents on the block. She said she had not. Mr. Tate stated that Dr. Lewis would definitely need their support for her request.

Commissioner Stewart suggested that Dr. Lewis consult with the neighbors and perhaps get one of the neighbors to be a petitioner for her request. Dr.



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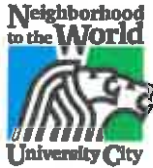
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Lewis stated that there are not many houses there. Chairman Hales stated that there were 12 homes on the block that were part of the original petition.

Commissioner Mishkin asked if the school had a plan b if they could not park in the neighborhood. Dr. Lewis stated they would continue doing what they have been doing and walk for miles, parking a long way from the school and drag things to the school.

Brian Burkett (7471 Kingsbury) addressed the commission stating he lives in the community and used to live at 7630 Gannon and was one of the original petitioners for the residential parking permit. He stated that Gannon is a very narrow street east of the alley across from the synagogue. He stated that prior to the restriction, there were times where driveways were blocked and where residents and visitors to the neighborhood would have to park several homes if not a block away. He stated that getting the signatures was time consuming because you had to catch residents at home and some were hesitant, but once they realized something could be done, they were happy to sign. During the traffic commission meeting at that time, the school officials had the opportunity to provide input. Mr. Burkett stated that there is parking available on North and South and he heard the comments about the distance. He stated that he goes to work and has to walk more than a block to his building carrying his computer, his briefcase and files. He also stated that since these restrictions have been in place, many people have purchased homes on the block and have the expectation that they will be able to park in front of their homes with a permit or their visitors can park in front of their homes which is a big deal because there is the school, the synagogue, MoMo's which is busy until 11pm at times and loud at times in the neighborhood. He stated that cars would travel through the neighborhood looking for a place to park which was a bit of a nuisance, but that North and South is a wide road with parking that is not fully utilized. He asked the commission that a minimum, he thought they should pause and make outreach to the neighborhood and that the synagogue be required to follow the same procedure and get 75% approval from the residents. He stated to include the school within the residential parking area seems to be in conflict with what the residents originally approved. From a fairness perspective, he said, it seems the school is requesting a change to undo what the neighborhood wanted and did the legwork to accomplish. He stated he didn't believe an entity should be able to unilaterally impact change for a neighborhood. At a minimum, he said, that block needs to be the affected area if not bringing the petition themselves.

Commissioner Helderman asked if the school has made any outreach to neighbors. Dr. Lewis stated they had not, that they were new to this process and did what they knew which was to fill out the request form and submit it. She stated she was open to doing whatever the commission directed her to do.



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Commissioner Stewart asked if there has been a study of how many spaces are available on the block. Dr. Lewis stated she walked it and measured it roughly herself and there was room for more than 30 cars. Mr. Tate stated that a car length is roughly 19 feet for parking.

Chairman Hales stated that any request for change should necessitate notifying all of the neighbors that were a part of the original petition and that they should be made aware right away. Dr. Lewis asked if it was the original petitioners. Chairman Hales clarified that it would be the residents of all of the affected households from the original petition. He also stated that when Dr. Lewis is talking about 30 cars, even 15 cars, he stated those cars would not be spread out on the block, they would be parked in front of 7630 Gannon and effectively in front of the first three or four homes on the western portion of the block. He stated that from his experience, he doesn't think that the times are different at all and if this request were to be approved the residents at that end of the block would have the same chronic problems of having cars parked up to the edge of their driveways, in front of their house at all hours from 8am to 4pm and that was the problem that was sought to be corrected. Chairman Hales stated that before, there was discussion with members of the synagogue and businesses and there was not much willingness to work with them. He stated that one business owner's response to him was that it was a public street and that left the residents with just one option. Chairman Hales said 15 cars will take up four houses worth of parking and that he used to go get coffee every day and when he returned by 8:30 or 9am, he would have to park five to six houses away. He stated that the parking on the block was an issue, but stated that his opinion doesn't particularly matter because he's not a stakeholder and no longer lives on the block, but the residents need to be informed and it's ultimately up to them.

Commissioner Helderman asked if there was any kind of study that could be done on the block to determine the amount of space is available. Mr. Tate stated staff could measure out the space to determine how much of the block that would affect. He stated there is also a parking restriction at the corner of Gannon and North and South and stated that the school needs to make outreach to the neighborhood first to find out how they would feel about 30 cars being parked there.

### **e. 6500 Corbitt Ave – One Way Street**

Mr. Tate introduced a request to make Corbitt a one-way street in the 6500 block due to excessive speeding. Mr. Tate stated that staff recommended the speed trailer be deployed to the area to record the data. He stated that staff is not opposed to a one way street, but would like to obtain more information and have the commission define the affected area for a petition.



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Commissioner Helderman stated the speed trailer makes sense.

Chairman Hales agreed with Commissioner Helderman but stated he believed that if there is a complaint regarding speeding, sending the speed trailer out should be something that is automatically done without the approval of the commission. He also stated that he thought defining the affected area for a petition was premature until more information can be obtained from the speed trailer.

Commissioner Stewart asked if this would be the only one way street in the area. Mr. Tate confirmed. Mr. Tate asked if they have requested which direction they want it to be. Mr. Tate stated they had not.

Chairman Hales asked the street was used as a cut through in any particular direction. Mr. Smotherson responded that he was unaware of the problem and that this request is the first he had learned of an issue and thinks that staff's recommendation is correct.

Chairman Hales stated that he thought he remembered from the Director of Public Works once stating that the wider a street is, the faster traffic travels. Mr. Tate confirmed that is correct. Chairman Hales asked making the block one way is an effective way to calm traffic. Mr. Tate stated that the request came in requesting a one way street and was anonymous.

Commissioner Helderman made a motion to implement the speed trailer. Commissioner Zornes seconded and the motion carried unanimously.

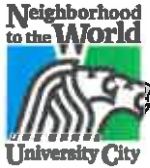
### **f. Enright Ave. Parking Meters**

Mr. Tate presented request to install parking meetings on Enright in the Loop because Washington University students are parking there at all hours of the day. He stated that Washington University supports the request and that it would help get those cars off the street and open up parking for loop businesses. Staff was recommending the commission approve the request and noted that upon approval, it would have to go through the finance department.

Chairman Hales asked if there was any potential negative aspect of the proposal. Mr. Tate stated that they had no negative feedback.

Commissioner Stewart asked if the neighborhood should be notified. Mr. Tate stated that the neighborhood is all multi-family. Chairman Hales stated that there is also a Washington University Garage which the students have the option to get a permit for.





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Commissioner Helderman made a motion to approve the staff recommendation. Commissioner Stewart asked what type of meters would be installed. Mr. Tate stated he hoped it would be a pay station style. Commissioner Stewart seconded the motion and the motion carried unanimously.

### **g. Coca Expansion Review**

Mr. Tate introduced the COCA Expansion project. He noted that the plans were provided to the commission late but that the traffic engineer and architect were present. He stated that staff had reviewed the plans and had asked the engineer to look into a two way stop on Washington at the exits.

Lee Cannon with CBB at 12400 Olive Blvd STE 430 addressed the commission. He stated COCA's expansion is a relatively minor expansion from a traffic perspective and that the parking currently on the COCA property will be removed. He stated Washington University is building a parking structure across the street and that COCA and Washington University will be entering in a parking agreement for COCA to use the garage. There will be an added drop off and pickup lane and access the front door of the new facility. Also, they have proposed narrowing the street taking away the parking lane at the cross walk to clearly define the crosswalk adjacent to the parking garage requiring less exposure for pedestrians crossing the road. He stated that a lot of CBB's recommendations have been incorporated into the most current drawings. CBB completed a traffic impact study in the area. He stated that they had not spoken to staff since receiving their comments and asked about the reason for the request for a two way stop. Mr. Tate stated that staff was concerned about pedestrians during events at the crosswalks and suggested a switch-back style stop sign to be used during events. Mr. Cannon stated that COCA is indifferent to that request. He stated that he would not recommend the turnable stop signs, but suggested they could install signage on the centerline stating stop for pedestrians in cross walk. COCA he said would be agreeable to having police or hired people assisting crossings during special events. He stated that his understanding is that there will be a net-gain in parking with new garage with the removal of COCA's parking. He stated that Washington University did not intend for the garage to be a public garage, but was open to the garage being a community resource. Mr. Cannon asked if he had answered the commission's questions.

Chairman Hales thanked Mr. Cannon and stated that he didn't know if the commission had questions of him and that the packet had very limited information. He stated he'd like to see the traffic impact study and said he agreed with what Commissioner Zornes had just asked him, which was what is the commission being asked to do? Mr. Tate stated that the commission is to ask questions regarding the plans and traffic report.



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Commissioner Zornes stated that the packet states that the commission is being asked to approve staff's request to look into the two way stop on Washington. He asked if a study is needed or if it's already been done regarding the stop on Washington.

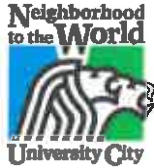
Mr. Cannon stated he received the city staff comments that week and prepared the responses to those comments and was prepared to answer any questions about the study that was submitted to the city.

Stacy Wehe (4653 Pershing Place) with Christner Architects addressed the commission. She stated they included the traffic impact study with the original Conditional Use Permit Application and would be happy to resubmit that as well. She stated that they also brought a summary of the large packet and the changes and stated she would be happy to walk the commission through. She stated they were there tonight because they were required to amend their Conditional Use Permit Application related to the parking count for COCA. She stated she was told they would need a positive recommendation from the Traffic Commission prior to going to council for the CUP.

Commissioner Mishkin asked if the parking garage was a separate project that has already been approved. Ms. Wehe confirmed and stated that the project was in for permits. Commissioner Mishkin asked where the COCA project was in the planning and zoning process. Ms. Wehe stated they had already been before the Historic Preservation Commission and hoped to go to council sometime soon. Commissioner Mishkin asked if the garage was ahead of this and they decided to piggy back on to Washington University's garage for parking. Ms. Wehe stated it was a phasing challenge to construct the COCA expansion; they are building on the existing COCA parking lot, so the garage needs to be constructed before they can begin the COCA expansion. Commissioner Mishkin asked if there would be any remaining parking spaces at COCA. Ms. Wehe stated that all of the spaces would be eliminated but there is a long term easement in place with Epworth Family Services which provides 24 parking spaces for COCA and will remain.

Mr. Cannon stated that the only connection between the two projects is that the garage is going to provide the required parking. Commissioner Mishkin asked if without that parking arrangement, COCA would not be able to eliminate their parking for the expansion. Mr. Cannon stated that was correct and the garage arrangement is the solution for COCA's parking and without that they would have to find a different solution.

Chairman Hales stated that this is where the Traffic Commission has a lot of overlap with the Plan Commission. Ms. Wehe stated that the COCA lot has 69 spaces and the Epworth lot has 24; the 69 spaces would be eliminated and



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replaced with 128 spaces allocated to COCA in the Washington University garage through a long term lease of the spaces in the garage.

Chairman Hales asked what the projected growth of the number of people coming and going to COCA after the project is completed. Ms. Wehe stated that the expansion is primarily providing a replacement of the existing theater which will be converted to a dance studio. Three additional dance studios will be built and a new 460 seat theatre is to be constructed. She stated that the projected increase will be about 15% in vehicle activity. She stated they worked with University City to arrive at the 128 parking space requirement.

Chairman Hales stated that he asked the same question with the Kingsland Walk senior living facility and stated he would like to see the proposal go to the Plan Commission for review because they look at a lot of the same issues related to parking and traffic and number of required space. He stated he remembered the parking garage being approved by the council and thinking that's a pretty significant structure being built that would provide a significant amount of parking and that was not something that came before the commission. He stated that he didn't think anyone was opposed to the plans or the project, but that the commission had been down this road before and needs to have all the information before making a recommendation. He stated that he believed everyone on the commission wants to get it right when they make a recommendation so that all of the aspects of the project are considered. He stated that he had seen too many examples recently where we hadn't followed the process and hadn't gotten questions answered. He stated he thought it sounded like a good project. Mr. Tate stated the parking garage had not come to the traffic commission.

Steve Collier from off campus real estate at Washington University stated the garage had been approved. Mr. Smotherson stated he thought the garage was a great addition to the area but asked what impact there would be during the day for the neighbors. Mr. Cannon stated that is what the traffic impact study looks at. He stated they also look at the operational characteristics of a special event. He stated that they anticipated an increase of one car every two minutes on Washington Avenue and said it was a minimal impact that can be accommodated by Washington, Trinity and the roundabout. He stated the most of their activity is after school and the evening and minimal during the day. He stated the additional traffic would not impede residents from getting home.

Ms. Wehe stated she had been in communication with University City about the timeline and milestones for the project for some time since the spring of 2016. She said it was always relayed to them that the Traffic Commission would follow the Historic Preservation Commission before going to the Plan Commission. She said they were a bit confused about the process because



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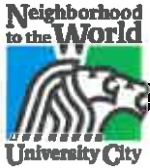
they have a schedule to keep and time was of the essence and it would be an impact to the project if it were to be delayed a month or two.

Chairman Hales stated that he had been on the Traffic Commission for four years and it meets every month and he has never been told what the process is for these approvals. He stated that the Traffic Commission has held a joint meeting with the Historic Preservation Commission on the Trinity roundabout and stated he understood their concern about their timeline. Chairman Hales stated that the last proposal for the Kingsland Walk Development raised concerns whether the plans provided for enough parking and the commission asked that the plans go to the Plan Commission and it turned out there was not enough parking in the initial plans and they had to be amended. He stated the concerns of the commission were absolutely correct and had they gone through there could have been a potential problem. Chairman Hales stated that to him the process seems rather arbitrary and he's rather get it right as far as the interests of residents and neighbors and pointed out that the Chair of the Plan Commission was in the room. He stated that getting it right was the most important and he was good with calling a special meeting if it is necessary, but he would like to know more from the Plan Commission about the plans. He also stated that the commission only received the traffic study that afternoon and he didn't know when the electronic copy was available but that the commission, as they may have sensed, is behind the ball about what it is that the commission is talking about because for many members, it is the first opportunity to look at the traffic study at the meeting.

Commissioner Stewart stated that this was the second time that information was provided at the meeting and it had happened at the last meeting. Commissioner Mishkin asked if the commission was being asked to vote on the traffic impact study and asked if any consideration was given to ingress and egress to the garage from Delmar. Mr. Cannon stated the garage has ingress and egress from Delmar through the Castlereagh site, which is a separate project and being renovated. Commissioner Mishkin asked irrespective of COCA's plans, the garage has to be built finished before the COCA parking is removed.

Jeff Ryan (6017 McPherson) of Christner Architects stated that there is a schedule and it's vital. He stated they've been working with University City for over a year about schedule and process and is very surprised that the process is out of line. He stated that the information had been provided to the city three weeks ago and stated that to them, they feel like this process has been a bit of disservice. He stated he really appreciated the offer of a special meeting and they came having prepared for a year and found it shocking and surprising. He stated that they had really done their due diligence and hoped that the commission would work with them.





## **Traffic Commission**

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Commissioner Stewart agreed with Mr. Ryan and stated he was also surprised that the commission had not received the information as well.

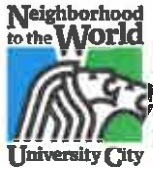
Chairman Hales agreed with Commissioner Stewart and stated he also agreed with Commissioner Zornes that he did not understand what the commission was being asked to do with this project. He stated there was one more request to speak and asked Cirri Moran to address the commission.

Cirri Moran (6652 Kingsbury) addressed the commission stated she was attending as a resident because she had another issue before the commission and did not know that this issue was coming before the commission until she arrived at the meeting. She stated she is also the Chair of the Plan Commission and stated she would like to thank Chairman Hales for the consideration and that there are a lot of questions. She stated that COCA had done its due diligence and there are questions about traffic, staging and there will be a public hearing with all of the information at the next plan commission. She stated they will be changing their entrance from Washington to Trinity which is a major change and a very narrow street. She stated there was a lot of information and the commission had not had an opportunity to peruse the information and stated the commission cannot make a recommendation without due diligence in this environment. Ms. Moran stated that she will make sure that the Plan Commission has all of the information prior to their meeting.

Mr. Ryan asked if it would be possible to have a joint meeting with the Traffic and Plan Commissions. Ms. Moran stated that staff would have to look at that because the commissions have very different roles.

Chairman Hales agreed and asked Mr. Tate to make sure that the packet for the Plan Commission is shared with the entire Traffic Commission and encourage commission members to attend. Ms. Moran stated she would be working with the Director of Community Development on that as well. Chairman Hales asked Ms. Moran if she was aware of the process described earlier regarding the project going from Historic Preservation to Traffic Commission to Plan Commission. Ms. Moran stated she was not aware of that process and stated that the communications are pretty dismal when it comes to what is going before commissions at any time. She stated she only found out about what was going to be on her next agenda from the street signs giving public notice. Mr. Smotherson stated that the council would be addressing the process at the council level because they do not want this to happen again. He indicated that COCA had done their due diligence and insisted that it would be addressed by the council.

Chairman Hales stated that he would come to the Plan Commission to discuss this process because he believed the process for COCA has been to the detriment of the city and noted that the commission members are spinning



## **Traffic Commission**

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their wheels and we don't have the information. He indicated that he understood it was frustrating for them and it was frustrating to the commission as well and noted this was the second time this has happened in two months and that it would likely be the second time in two months that the council would be having this discussion.

Ms. Moran stated that as Chairman Hales said, there is nothing against the project, it's the back and forth and discussion about the project that makes it a great project.

Commissioner Mishkin asked when the COCA project first came to the Plan Commission. Ms. Moran said it had not and it will be coming to the Plan Commission on October 25<sup>th</sup> and the only reason she knew that was because of the public hearing sign that was outside of COCA, and she's the Chair of the commission.

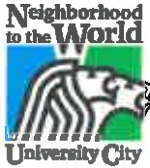
Chairman Hales stated that he believed this is an issue between the Public Works Department and the Community Development Department and someone seems to be driving that bus, but both of them need to have a hand on the wheel moving forward and the commission are stuck in the middle.

Commissioner Helderman stated that he believed we all agreed that we want to make this expedient and asked how we propose a special meeting. Chairman Hales asked if it would work if the Commission met the week following the Plan Commission and asked how much time the commission had. Ms. Wehe stated it would be ideal for the Traffic Commission to meet within two weeks of the Plan Commission. Commissioner Helderman stated that the Traffic Commission's next meeting was two weeks after the Plan Commission meeting and Chairman Hales stated that would work.

Chairman Hales stated there was one more request to speak and called Councilmember Carr to the address the Commission.

Councilmember Paulette Carr (7901 Gannon Ave.) addressed Commissioner Mishkin's question about the council approval of the parking garage. She stated she distinctly remembered saying with the approval of the garage that COCA would be responsible for meeting there parking obligations and she would be waiting to see that they did and in this case she believed that it's absolutely mandatory that this come back to the Traffic Commission so that the commission can see that that obligation is met. She thanked Commissioner Mishkin for his question.

Chairman Hales asked if we could put this on the agenda for the November 8<sup>th</sup> meeting. Commissioner Zornes suggested that the Plan Commission meeting be video recorded and shared with the Traffic Commission members. He stated he supported the project, but the request in the commission's



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packet is to approve the traffic study and stated he thought that it would clear up a lot of questions if the commission could see the presentation presented to the plan commission.

### **6. Council Liaison Report**

None

### **7. Miscellaneous Business**

#### **A. Multi-Family Building Parking**

Mr. Tate provided an update that the requested solution for residential parking permits in multifamily areas. He stated that he and the Director of Public Works drove through area previously discussed along Forsyth and Little Lindell to get a sense of how many buildings and available parking was there.

Chairman Hales asked if Mr. Tate has suggestions. Mr. Tate stated they did not but they were trying to make outreach to landlords to find out how many off street parking spaces are available at each building and would develop a plan from that. He asked if the commission agreed with a residential parking permit system for multifamily units.

Commissioner Zornes stated that the issue would be that there is a lot of turnover and stickers issued and that could be administratively cumbersome and agreed that the establishing the number of available off street parking was a good first step.

Commissioner Helderman asked if this issue has come to staff because of landlords. Mr. Tate stated he believed this would be an issue because of the expanded residential parking along Forsyth and Lindell.

Chairman Hales stated that he requested that this issue be explored after the commission approved the residential parking for the 7200 block of Lindell. Commissioner Zornes stated that he lives in the 7000 block of Lindell and everyday people park on his block and his concern is that it creates an enforcement burden that would be problematic.

Chairman Hales stated that he liked the idea of a time limited parking area except by residential parking permit in the Lindell / Forsyth Multi-family area.

#### **B. Compact Car Ordinance Update**



## **Traffic Commission**

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**Mr. Tate stated that the compact car ordinance was taken to the old City Attorney and now the city has a new City Attorney and he has requested that the new ordinance go to the new City Attorney.**

**Chairman Hales asked if there was a timeline for when these two issues may come back. Mr. Tate stated it would be in the next meeting or following meeting.**

**Chairman Hales stated he had one other miscellaneous business item and made a motion to amend the June meeting minutes approved at the last meeting to correct the attendance which marked Mr. Alpaslan as both present and absent to reflect that he was present. The motion was seconded by Commissioner Helderman and unanimously approved.**

### **8. Adjournment.**

**Chairman Hales adjourned the meeting at 8:31 pm.**

**Minutes prepared by Jeff Hales, Traffic Commission Chairman & Secretary**

Minutes of the Board of Trustees for the University City Public Library for  
September 26, 2018

Members Present: Dorothy Davis, Joan Greco-Cohen, Rubina Stewart-McCadney, Aren Ginsberg, Aleta Porter Klein, Jerrold Lander, Rosalind Turner

Members absent: LaTrice Johnson, Edmund Acosta

City Council Liaison: Tim Cusick

Library Staff: Patrick Wall – Director, Christa Van Herreweghe, Cindy Deichmann

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A public hearing was opened at 5:19 pm. The public hearing was closed at 5:19.

The meeting was called to order in the Board Room of University City Public Library, 6701 Delmar Blvd, University City MO 63130, at 5:20 pm by Dorothy Davis, President.

Minutes - The minutes from the August 8, 2018 special meeting were approved at 5:22 pm. There was no quorum at the August 29, 2018 special meeting.

Friends' Report – No report.

Council Liaison Report

- The U City in Bloom art event occurred on September 13; a reception will be held in the Library's Gallery on October 7.
- The Library can discuss safety issues with other Loop business.
- Adding a section to the Library's website allowing gift-giving was discussed.

Librarian's Report

- Traffic street problems – UCHS homecoming parade wants to use our parking lot on Saturday morning, October 13<sup>th</sup>.
- The Library currently has several grants: Racing to Read, Regional Arts Commission, CALOP, and a tech mini grant for a replacement server and JAWS assistive software for vision-impaired patrons.
- Patrick Wall asked the Council liaison for a proclamation for LaRita Wright; Tim Cusick will take the request to the Council.

Action Items

- Tax rates: A resolution to accept the proposed 2018 tax rates for the University City Public Library district was passed unanimously by roll call at 5:34 pm.
  - The tax rates are:

Residential:	0.245
Commercial:	0.225
Personal:	0.280
  - Dorothy Davis voted Aye.
  - Joan Greco-Cohen voted Aye.
  - Rubina Stewart-McCadney voted Aye.
  - Aren Ginsberg voted Aye.
  - Aleta Porter Klein voted Aye.
  - Jerrold Lander voted Aye.
  - Rosalind Turner voted Aye.
- The Board approved holding a thank-you event for donors in November at 5:42 pm.

- Payment of the MALA invoice of \$5,101.00 for another year of delivery service was approved at 5:43 pm.
- Payment of \$4,500.00 for another year of Lynda.com service was approved at 5:45 pm. This payment will come out of the CALOP grant.
- Payment of \$13,303.56 to the University of Missouri-Columbia AR for another year of MOREnet service was approved at 5:45 pm.
- Carpet cleaning will happen on Monday, November 12, when the Library is closed for Veterans Day Observed. The bid from Cintas is incomplete but should have the final numbers tomorrow. At 5:57 pm the Board approved accepting the low bidder, either Cintas or Xtreme depending on the final numbers.
- The following board committee appointments were made:
  - Budget and Finance – Rubina (chair), Joan, and Jerrold.
  - Building and Grounds – Aren (chair), Aleta and Rubina.
  - Long Range Planning – Edmund (chair), LaTrice and Aren.
  - Personnel and Policy – Joan (chair), Aleta, and LaTrice.

Discussion Items

- We are still waiting on a script from Jones and Palazzolo to use in discussing a possible ballot initiative with the public.
- The Library will hold a study session about a possible ballot initiative with City Council on November 12.
- The Board commended Rosalind Turner for her efforts organizing voter registration events.
- Contact information was collected from all Board members.

There being no further business, the meeting adjourned at 6:43 pm.

The next meeting of the Library Board will be Wednesday, October 10, 2018 at 5:15pm.