



MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
Monday, October 22, 2018
6:30 p.m.

- A. MEETING CALLED TO ORDER**
- B. ROLL CALL**
- C. APPROVAL OF AGENDA**
- D. PROCLAMATIONS**
 - 1. Arts and Letters Returning Artist – Jeffrey Anderson
 - 2. Tradition of Literary Excellence Award – Gerald Early
- E. APPROVAL OF MINUTES**
 - 1. October 8, Regular minutes
- F. APPOINTMENTS to BOARDS & COMMISSIONS**
- G. SWEARING IN to BOARDS & COMMISSIONS**
 - 1. Eleanor Mullin to be sworn in to the Arts and Letters Commission
 - 2. Henry Slay Jr. to be sworn in to the Broad of Adjustment
- H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**
- I. PUBLIC HEARINGS**
 - 1. Liquor License – 2 Thumps Up
- J. CONSENT AGENDA – Vote Required**
 - 1. 3 Dog Bakery Lease Amendment
 - 2. 2 Thumps Up Liquor License
 - 3. Golf Course Sprayer Contract
 - 4. Capital Improvement Program Amendment
- K. CITY MANAGER'S REPORT**
 - 1. Appointment of Fire Chief - William Hinson
(OATH OF OFFICE)
 - 2. US Army Corps of Engineers – River Des Peres Update Study
(PRESENTATION ONLY)
 - 3. Metropolitan St. Louis Sewer District Letter of Intent
(VOTE REQUIRED)
 - 4. MSD Easements
(VOTE REQUIRED)
- L. UNFINISHED BUSINESS**
 - 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)

M. NEW BUSINESS

RESOLUTIONS

1. **Resolution 2018-15** – FY19 Budget Amendment #1

BILLS

2. **BILL 9368** – ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT WITH ST. LOUIS COUNTY, MISSOURI FOR NEXT GENERATION 9-1-1 SERVICE.

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) **Washington University**
Requested by Councilmembers Cusick and McMahon
- DISCUSSION AND VOTE

O. CITIZEN PARTICIPATION (continued if needed)

P. COUNCIL COMMENTS

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

R. ADJOURNMENT



PROCLAMATION OF THE CITY OF UNIVERSITY CITY

WHEREAS; the great composer Plato once said "Music gives a soul to the universe, wings to the mind, flight to the imagination, and life to everything; and

WHEREAS; the University City Municipal Commission on Arts and Letters is pleased to welcome musician Jeffrey Anderson as this year's Returning Artist; and

WHEREAS; Jeffrey Anderson graduated from University City High School in 1975; received his Bachelors of Arts degree from Morris Brown College in 1982 and went on to earn his Master's degree from the University of Southern Illinois at Edwardsville; and

WHEREAS; in 1976, Jeffrey Anderson received the Outstanding Saxophone Soloist in a Combo and in Big Band from the University of Wisconsin Jazz Festival; and

WHEREAS; in 1996, Jeffrey Anderson was Musician, Music Director and Composer with the St. Louis Peoples Light & Theater Company's production of "For Colored Girls who have Considered Suicide When the Rainbow is Enuuf"; and

WHEREAS; Jeffrey Anderson has performed with many talented musicians throughout the United States and the World; including Peabo Bryson, The Dells, Jamey Abersold, Marlena Shaw to name a few. He has also performed at University City's own Starlight Concert; and

WHEREAS; Jeffrey Anderson is married to his Edie of fifteen years, is a member of the adjunct faculty at Washington University and part owner of Nu Millennium Studios and High Resolution Records in St. Louis.

NOW, THEREFORE, The City Council of University City in the State of Missouri on behalf of the people of University City, recognize and acknowledge Jeffrey Anderson for his many professional accomplishments upon his return to the City of University City as a guest of the Municipal Commission on Arts and Letters' Returning Artist Series, a program which brings back artistically-renowned graduates of University City High School to work with the University City students of today.

WHEREOF, we have hereunto set our hands and caused the Seal of the City of University City to be affixed this 22nd day of October in the year Two Thousand and Eighteen.

SEAL

Councilmember Paulette Carr

Councilmember Steve McMahon

Councilmember Jeff Hales

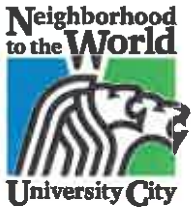
Councilmember Bwayne Smotherson

Councilmember Tim Cusick

Mayor Terry Crow

Councilmember Stacy Clay

ATTEST City Clerk, LaRette Reese



PROCLAMATION OF THE CITY OF UNIVERSITY CITY

WHEREAS; On October 27, 2018 we will gather to honor Gerald Early for his many contributions to the Arts in the areas of literature, education and music; and

WHEREAS; Gerald Early is the Merle Kling Professor of Modern Letters in the English Department and professor in the African and African American Studies Department at Washington University in St. Louis; where he has taught since 1982; and

WHEREAS; Gerald Early earned his undergraduate degree in English from the University of Pennsylvania and his Ph.D. in English and American literature from Cornell University; and

WHEREAS; Gerald Early has written many essays, his collections include: "Tuxedo Junction" (Essays on American Culture); "The Culture of Bruising" (Essays on Prizefighting, Literature, and Modern American Culture; which won the 1994 National Book Critics Circle Award for Criticism); "This is Where I Came In" (Essays on Black America in the 1960s) and most recently "A Level-Playing Field (African American Athletes and the Republic of Sports); and

WHEREAS; Gerald Early is an elected fellow of the American Academy of Arts and Sciences and he serves on a number of non-profit boards, too numerous to list but include the Missouri History Museum, the Foundation Board of the St. Louis Public Library, Jazz St. Louis and the Whitaker Foundation; and

WHEREAS; President Barack Obama nominated and the Senate confirmed Gerald Early to serve on the National Council on the Humanities for a five-year term that began in 2013; and

WHEREAS; Gerald Early has received many awards including the Excellence in the Arts (2008), the Distinguished Service to Education (2007), the Phi Beta Kappa Evelyn and William Jaffe Medal for Distinguished Service to the Humanities (2006), Grammy nominations for Best Album Liner Notes (Rhapsodies in Black: Music and Words of the Harlem Renaissance – 2001) and (Yes I Can: The Sammy Davis, Jr. Story – 2000), and Washington University's Arthur Holly Compton Faculty Award (1997).

NOW, THEREFORE, The City Council of University City in the State of Missouri on behalf of the people of University City, congratulates Gerald Early on receiving the 2018 Tradition of Literary Excellence Award for his outstanding literary contributions to the City of University and the world.

WHEREOF, we have hereunto set our hands and caused the Seal of the City of University City to be affixed this 22nd day of October in the year Two Thousand and Eighteen.

SEAL

Councilmember Paulette Carr

Councilmember Steve McMahon

Councilmember Jeff Hales

Councilmember Bwayne Smotherson

Councilmember Tim Cusick

Mayor Terry Crow

Councilmember Stacy Clay

ATTEST

City Clerk, LaRette Reese

MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
Monday, October 8, 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, October 8, 2018, Mayor Terry Crow called the meeting to order at 6:31 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 announced that during the Study Session held this evening the agenda was amended in an administrative capacity to move Items J-1, J-4, and J-5 from the Consent Agenda to the City Manager's Report.

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

Mayor Crow stated he would like to take a few minutes to recognize Former Mayor, Janet Majerus, who passed away on September 30th at the age of eighty-two.

Majerus, a Quincy, Ill. native, married Phillip Majerus and moved to St. Louis in the 1960s after earning a journalism degree from the University of Illinois. During her time in St. Louis, Ms. Majerus wrote five novels, the most notable, "*Grandpa and Frank*," which was later made into a television movie "*Home to Stay*," starring Henry Fonda in 1978.

Her political career began in 1984, when after serving several years on the City's Planning and Zoning Commission; she was elected to City Council. In 1986, she was elected mayor and was then re-elected in 1990 and 1994. She resigned in December 1995, when she remarried and moved to Maryland. Majerus, the first woman to be elected as Mayor in U City, was characterized as being dedicated to the values of this City. During her tenure, she replaced U City's deteriorating welcome signs; noting, "*If we can't take care of the things people see first as they enter into our City, how can we be recognized as a wonderful place to live and work*".

She led the Lions Gate Civic Plaza Restoration Committee; expanded the City's Recycling Program, and was instrumental in legislation that changed St. Louis County's method of distributing sales tax revenues. Ms. Majerus' courageous efforts to promote awareness of the increasing drug problem within our communities, led to a major federal grant that funded a community partnership organization, employee assistance programs for businesses and the DARE Program which initiated in the U City School District. A park located at Raymond and Partridge avenues in University City is named in her honor.

Mayor Crow stated on behalf of Council and the residents of U City, he would like to offer heartfelt condolences to her husband and children, Suzanne, David, Julie, and Mary Karen. And if the City's protocols allow, he would ask the City Manager and staff to lower the flag to half-staff on Monday morning, October 9th, through sunset of October 13th.

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. September 24, 2018, Regular Session minutes were moved by Councilmember Carr, seconded by Councilmember McMahon and the motion carried unanimously.
2. September 24, 2018, Study Session (EMS Transport), were moved by Councilmember Hales, seconded by Councilmember Clay and the motion carried unanimously.

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, it was seconded by Councilmember Carr and the motion carried unanimously.

Councilmember McMahon thanked Suzanne Greenwald for her support and recommendation of Ms. Mullin.

G. SWEARING IN TO BOARDS & COMMISSIONS

1. Henry Slay Jr. to be sworn into the Board of Adjustments at a later time.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

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

Ms. Ginsberg stated the only person she represents is herself; the views she express are her own, and she is still waiting for Mr. Sullivan to answer her question about why he is working against U City's proposed TIF.

Ms. Ginsberg thanked everyone who worked on the SAFER Grant. This funding will help to completely staff the firehouses and reestablish mutual aid with neighboring communities.

Morton Hyman, 739 Harvard, University City, MO

Mr. Hyman stated as a Trustee of University Heights, he would like the City Manager, Mayor, and Council, to know how much they appreciate the remarkable work that has been accomplished in the last six months. The new attitude is commendable and residents can finally see real progress.

Tom Sullivan, 751 Syracuse, University City, MO

Mr. Sullivan stated it's good to see that a mature and respectable person like Ms. Mullin is being appointed to a commission.

He stated last week he filed another complaint with the Attorney General's Office for the City's violation of the Sunshine Law and appointment of Mr. Hales to City Council. His next complaint will be to the Disciplinary Commission against members of the Missouri Bar who took part in a meeting, despite the fact that notification was provided prior to the meeting that the agenda did not conform to the law.

Mr. Sullivan stated it was recently brought to his attention that a phone call made by Mr. Crow is the reason why a member of the U City Human Relations Commission resigned and future meetings have been suspended. Mr. Crow has no authority over this Commission which is supposed to be independent. But apparently, the Commission, in trying to do its job, had agreed to disseminate a survey about the need for a CBA. And one can only assume that the big fear is that it would have revealed that citizens were in support of establishing such an agreement; which is also probably why the Olive/1-70 development project was never put to a vote.

Harassment, intimidation, and bullying of anyone expressing a contrary opinion on what could be the biggest mistake in U City's history, seems to be continuing. In an online statement made by a minister who supported the CBA, he wrote that after expressing his opinion about the CBA several weeks ago, he has been personally attacked by supporters of the development. He refers to the process as *"A holy uncivil affair,"* and states, *"I have had my motives and my integrity questioned in person, over the phone, and online by advocates of the Olive Project. I regret the whole environment of distrust, anger, and point scoring, which has come to characterize our public life in U City. We are choosing to engage in the biggest economic decision our City will make in a generation and it's quite an understatement that people don't trust this process."*

He stated in his opinion, it is Mr. Crow and others, who have orchestrated this harassment and attacks against citizens. Who would have thought that U City would have ever come to this? The whole process surrounding the proposed Olive/1-70 development has been corrupt and continues to be corrupt.

Karen Cameron, 1455 Westmeade Drive, Chesterfield, MO

Ms. Cameron stated her parents emigrated from Vietnam and have been shopping in U City's China Town her entire life, so she was absolutely devastated when she heard about the proposed TIF development. This is a unique neighborhood where her family and friends celebrate numerous events and the redevelopment of this area would be a huge loss to people throughout the City of St. Louis.

Ms. Cameron stated a study on tax increment financing in the St. Louis area conducted by Better Together demonstrated that:

- Simple mathematics leads to the realization that there will be less room in the market for entrepreneurs and local shops, and TIF(s) increase the likelihood that profits will leave the St. Louis area.

While TIF(s) within the St. Louis area have had varying success stories, neither one of these results suggests a positive return on the public financing that some retail TIF projects enjoy. We don't need another Costco, we already have two, but what we do need are these unique, one-of-a-kind restaurants and family-owned businesses that are irreplaceable and you can't find anywhere else.

Amanda Im, 1327 Purdue Avenue, University City, MO

Ms. Im stated she is a member of Asian-Pacific Islanders Demanding Justice; a WashU student group concerned with Asian-American and Pacific Islander social issues.

She stated she is speaking on behalf of herself and several other APIDJ students to express concerns about the TIF Plan and its future impact on the Olive Boulevard community. Ms. Im stated when she first moved to St. Louis the Olive Supermarket was the first place she went shopping with her parents and seeing the Asian brands they were accustomed to purchasing was positively reassuring.

Olive Boulevard represents a place where over 30% of the Wash U student population and many immigrant families find a sense of belonging and community. But if the TIF is carried out as now envisioned; the major construction on Olive Boulevard would severely obstruct access to these businesses making it extremely difficult for customers and businesses to function. And businesses located west of McKnight would be encouraged, if not forced to move, with little financial support once their main source of income is cut off.

Even though Council has said that their goal is to prioritize existing businesses and if necessary, help them relocate, how can these businesses be confident of this aid when Council has failed to address the language barriers by providing translators during meetings to ensure that each and every one of these businesses understands the plan. With the impending Amazon Warehouse, Costco is substitutable, but Olive Boulevard is built by families and communities that are irreplaceable. Therefore, APIDJ would ask that Council consider the needs and livelihoods of every person they represent. *(Ms. Im asked that a copy of her written statement be included in the minutes.)*

Council's Comments

Councilmember Hales thanked both Karen and Amanda for their presentations and stated with the Mayor's permission he would like to respond to some of the comments that have been made.

Having had the opportunity to speak with several business owners on Olive and in fact, listening to one owner's remarks regarding his explicit understanding that his business was going to be torn down and redeveloped, he wanted to make it very clear that this redevelopment will only occur between McKnight and 1-70. And while there may be some periodic lane closures, Olive is not only a main artery it is a State highway, so it absolutely will not be shut down. Councilmember Hales stated he would be more than happy to talk to Wash U students or anyone else who feels connected to these businesses and would encourage them to reach out to either him or his colleagues on Council with any future concerns.

Councilmember Hales stated that after listening to the audio of the Human Relations Commission meeting being referenced here tonight, what struck him as odd was the fact that at no point during the meeting was there any discussion about a CBA. The survey the Commission reached a consensus on asked residents to list three concerns and to provide suggestions on how the additional 15 million dollars in TIF monies should be reinvested into the 3rd Ward and Olive Boulevard. Nothing along the lines of what has previously been referenced was approved by the Commission, and that is very concerning. Council has conducted numerous discussions about commissions and process and perhaps, this is something that should be looked into. Councilmember Hales stated he believes the commissioners are all well-intentioned volunteers, and although he is not sure how this happened, he certainly hopes someone can figure out how it did.

Councilmember Carr stated if either of the two women who spoke this evening had attended the TIF Commission meetings they would have heard the City Manager say we want to keep all businesses, and that's the plan this Council intends to follow.

She stated it has almost been 50 years since U City made any improvements to Olive, and as you drive down this boulevard what you'll see is a time-warp. However, as you drive from Chesterfield through every other community you'll see that they have peeled back a decade. So yes, some upgrades are needed to the City's infrastructure, but the intent is to keep all of the businesses in what she refers to as the "International District".

Councilmember Carr stated she would beg to differ with Mr. Sullivan's comment about Council having no authority to address a commission since the majority of the City's boards and commissions are advisory to the Council. They do not exist independent of Council and each commissioner is appointed and approved by Council. So it's important that everyone realizes that although Council seeks and respects the recommendations made by these boards and commissions, Council as a body, has the right to disagree with them.

Councilmember Carr stated as the 2nd Ward representatives, both she and Councilmember Cusick would be happy to discuss any issues raised here tonight or answer any questions. Her hope is that this dialogue will be ongoing because not only does the City want to keep its existing businesses, it would like to attract more businesses to this area.

I. PUBLIC HEARINGS

- J. CONSENT AGENDA – Vote Required**
1. SAFER Grant Approval; *(Removed)*
 2. Leaf Collection Contract
 3. Road Salt Contract
 4. Annex Study RFQ; *(Removed)*
 5. ModSpace Contract; *(Removed)*

Councilmember Hales moved to approve J-2 and J-3, it was seconded by Councilmember Carr and the motion carried unanimously.

K. CITY MANAGER'S REPORT

1. SAFER Grant Approval

Mr. Rose stated staff is recommending that Council consider the acceptance and approval of the Staffing for Adequate Fire and Emergency (SAFER) Grant. Acceptance of the grant will result in no reduction of force for the hired personnel within the Fire Department over the term of the grant. The total amount of the grant is \$3,104,424, with a required match of \$1,190,029 of non-federal funds. The federal share is \$1,914,395 of the approved total project cost of \$3,104,424.

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

Councilmember Clay asked if the approval and acceptance of this grant meant that the City will start bringing in new hires during the first quarter of next year? Mr. Rose stated his understanding is that the City has 180 days from the time the grant is accepted to hire additional firefighter/paramedics.

Councilmember Clay asked if the City would still be under the auspices of Gateway's contract during the first quarter of next year?

Mr. Rose stated the one thing he wished to advise Council on is that although the grant will enable the City to bring EMS transport back in-house, the grant's main purpose is to bring the Fire Department back up to full strength. So he would ask Chief Hinson to highlight what that looks like in terms of the number of firefighter/paramedics needed to achieve the grant's objectives.

Chief Hinson stated according to Regulation 17-10 of the National Fire Protection Association (NFPA), which regulates the organization's deployment of fire suppression operations by career fire departments, fire company staffing requirements shall be based on the minimum level necessary for safe, effective, efficient emergency operations. A fire company whose primary functions are to pump, deliver water, and perform basic firefighting at fires, including search and rescue shall be known as an Engine Company, and these companies shall be staffed with a minimum of 4 per truck on-duty.

Regulation 17-10 also requires a career fire department with an aerial truck to have an assembly of 15 people, with a response time to the scene of an alarm of less than 8 minutes, 90 percent of the time. And for a 2,000 square foot, two-story, single-family dwelling without a basement and no adjoining exposures, you must provide a minimum of 14 members or 15 members when an aerial device is used. Commercial structures typically require the assistance of mutual aid, but a shortage of firefighter/paramedics in the City's department requires more outside manpower, which could take you outside of the 8-minute window.

Chief Hinson stated even though his Department does not have the number of firefighter/paramedics outlined in these regulations they continue to strive to meet the less than an 8-minute requirement, 90 percent of the time. This grant will not only enable the Department to meet these requirements every time, but it will also provide them with the manpower to exceed them.

Chief Hinson stated these are standards for which the Fire Department will be judged on should anything go wrong, which means the City will be judged on whether they were proactive or reactive, should an incident occur. And since an ambulance runs with the engine company, bringing EMS back in-house is simply a bonus.

Mr. Rose stated through previous conversations he believes there is a consensus on the Council to bring transport back internally. But since many of the current firefighter/paramedics have never worked on an ambulance a transition period needs to occur in order to go through that training process. So he has asked the Chief to work with his staff in putting together a plan that can be provided to Council, illustrating step-by-step how they intend to make this transition.

He stated Gateway's contract expires in August of 2020, and his belief is that it will take eighteen months to purchase the necessary equipment, train employees, and reach a point where the City can actually take the EMS function back over. So there may be a six month period where the contract may or may not be in effect. He stated that his intent is to work with Gateway during this process, and in fact, pursuant to Council's consensus, he has already reached out to them on an informal basis and started these conversations. More formal discussions will be conducted in the near future.

Mayor Crow stated while he appreciates the updates provided by the City Manager and Chief Hinson, he would like to remind everyone that much of this information was covered extensively during a Study Session, and placed on tonight's agenda for approval and acceptance.

Councilmember Clay stated in essence, the SAFER Grant is about getting the number of firefighters up to where they should be, irrespective of what happens with bringing EMS transport back in-house? Chief Hinson stated the grant would bring his Department up to the minimum requirements under the NFPA.

Councilmember Carr stated many sitting in the audience tonight are probably not aware of the attempt to eliminate five firefighter positions during the 2016/2017 budget process. And based on her understanding, these positions have never been filled. Chief Hinson stated when he started 25-years ago the department had 15 per crew, with 5 office positions, for a total of 49 employees. Today, the department consists of 33 employees.

Councilmember Carr noted that these positions were never officially eliminated by Council; who is the only body with the authority to make such decisions, but if they were removed, it was based on; in her opinion, a Scribner's technical mistake. Therefore, she wholeheartedly supports bringing staff back up to the levels previous to what she calls the gutting of staff levels.

Citizen's Comments

Edward McCarthy, 7101 Princeton Avenue, University City, MO

Mr. McCarthy stated he is opposed to accepting the SAFER Grant which is only for a three year period because the costs that the City is going to incur as a direct impact of this grant will continue for decades. He stated he is also opposed to hiring 12 to 14 additional firefighter/paramedics when they are not necessary. Today, the ambulance and EMS services provided to the City costs nothing. So why should the City increase its costs by \$33,000, \$230,000, and \$80,000, as projected by Mr. Rose, when it already has a service that is taking care of their residents' needs? He thinks Gateway is doing an excellent job, and if that were not the case, everyone would have heard about it in the news.

Mr. McCarthy stated the intent of the SAFER Grant is to make U City a safer place to live. And if it is approved he would like to see it used to supplement Gateway's services by purchasing better equipment or whatever is needed. He stated that the \$800,000 in outstanding collections is only going to increase because as soon as people hear the words "*government sponsored*," in their minds it means free, and people will not be paying for these services.

Mr. McCarthy stated another issue he wanted to bring up, again, is the fact that the Pension Plan Board still has not received any additional funding. And yet, Council is willing to spend this money to incur additional costs. He stated in talking with Gateway today, they informed him that they plan to fulfill their entire contract. So if anybody thinks they are just going to skip out when we bring in these additional people, it's not going to happen.

The Captain, Fire Department or anybody else can say anything they want, but 10, 25; 30 years ago U City had a population of roughly 60,000 people, now it has 35,000. The population has decreased and it only seems logical for there to be a reduction in our Fire Department personnel.

Gregory Pace, 7171 Westmoreland, University City, MO

Mr. Pace stated the NFPA is not a local, state or federal law that the City is duty-bound to follow; it's essentially a standard or a suggestion. And although the minimum standard for a full truck company is four, the acceptable minimum under NFPA 17-10 is three, not four.

He stated that U City has a 20% absentee rate, so even with the addition of four firefighters per shift, on a typical day, you'll still only have 12 firefighters to handle residential fires. U City borders six fire agencies and with the complement of employees it has now, only one mutual aid truck is needed at residential fires; and that's what they've currently been doing. Chief Adam Long explained to Council that the Fire Department had two floaters, making it 11 firefighters on each shift; which included the Battalion Chief. And that there were very few days when the Department did not have the necessary complement of firefighters need to operate both trucks. So the idea that the City can't meet four on a truck, on a daily basis, is a misnomer. And as Ed stated, Gateway has no intentions of not fulfilling their contract; but isn't that the real reason the City wants to hire these employees? Because that's how this grant was sold in the beginning, to bring EMS back in-house. And he would be happy to send anyone a copy of the audio or minutes that clearly reflect that intent.

Mr. Pace stated he would challenge the Chief to find any other municipal fire department in St. Louis County that meets the 17-10 standard for fifteen bodies on a truck for a residential fire. Everyone depends on mutual aid because that's the whole point of its existence. Everyone has always assumed that the Department could get two trucks to a fire for years, but now all of a sudden, Council is going to put the City in a hole by hiring additional personnel that will be sitting around all day doing nothing. Good luck defending that the next time you run for election.

Mayor Crow stated he finds it rather surprising that anyone would come to the microphone and say that Council is doing anything all of a sudden. Because he thinks Council has taken a professional and methodical approach to work through this issue versus the extreme kneejerk reaction and decision that was made to outsource this service; contrary to the wishes of the vast majority of citizens they represented. And the election results since that decision was made, substantiates his belief.

So while he respects the arguments presented by those folks who actively participated in the decision to outsource, he would also extend compliments to staff, the Fire Department, and Council for the proficient manner in which they addressed a wrong that should never have occurred.

Voice vote on Councilmember Carr's motion carried unanimously.

2. Annex Study RFQ

Mr. Rose stated staff is recommending that Council grant the authority to enter into negotiations with Triver & Associates to conduct an analysis of the City Annex and potential construction of a police substation. He then asked Mr. Alpaslan to highlight the process staff utilized to arrive at this recommendation.

Sinan Alpaslan, Director of Public Works, stated staff utilized a qualifications-based process, supported by the RFQ issued on August 1st, which included a mandatory pre-bid walkthrough of the facility. Ultimately, the firms who participated in the walkthrough teamed up and staff received four qualified bids.

Per the Missouri "*Little Brooks Act*," competitive negotiation procurement is to be based on demonstrated competence and qualifications. Therefore, the price can only be considered in the negotiation phase after the consultant is selected and authorization is received from the City Manager. If staff is unable to reach a compromise on the price, the negotiations are suspended, and the process is repeated with the next firm.

Mr. Alpaslan stated Council has been provided with a copy of the results, which indicates that per the panel of examiners; which included the City Manager, Trivers' vast experience in both historic renovations and the design and construction of police facilities was found to be the most qualified.

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

Councilmember Carr asked if someone could provide her with an explanation of the Missouri "Little Brooks Act"? Mr. Alpaslan stated per the MO Revised Statutes, the "Little Brooks Act" imparts that each bid be graded on four evaluation criterion:

1. Experience and technical competence; (Candidates were allowed to submit five letters of intent which were cross-referenced by staff.)
2. Capacity and capability; (this criterion applies to all team members.)
3. Past record of performance
4. Familiarity and proximity to U City

Mr. Alpaslan stated while this is the criteria used for most Public Works projects, the familiarity and proximity category is not utilized for projects subsidized by a grant, since they follow national standards. Each category is scored by members of the panel based on the following formula:

- 30 point maximum for experience and technical competence
 - 25 point maximum for capacity and capability
 - 25 point maximum for past record of performance
 - 20 point maximum for familiarity and proximity to U City.
- ❖ *(Ties are resolved by selecting the firm that scored highest in experience and technical competence, et cetera.)*

Councilmember Smotherson questioned whether staff had formulated an estimated cost for the analysis or set any type of ceiling? Mr. Rose stated although staff will provide Council with a recommendation based on the lowest cost received from a qualified consultant, any ceiling on the actual cost of performing the analysis will be left to the discretion of the Mayor and Council.

He stated some of the things staff will be looking at are the consultant's ability to provide an outcome that represents a well-thought-out plan that has not been steered in any way and demonstrates their ability to make reasonable recommendations that can be defended on a quantitative basis. The idea behind the legislation restricting that price can only be considered in the negotiation phase; that procurement should be based on competence and qualification, and that should outweigh the cost.

Councilmember Smotherson stated although his opinion with respect to steering is that there is really no way to prevent it from happening; his question is why the old library located next to the Annex had not been included in the RFQ? Mr. Rose stated this project was designed to focus on two specific areas identified in the Capital Improvement Plan. Language in the plan was revised to reflect that not only would the City look at the construction of a police substation but that it would also analyze the Annex to determine if it was reasonable to construct a substation; what services it should house; what services should remain at City Hall, and whether it was safe and feasible for the Annex to be used for police operations in the future.

With regards to the old library or Trinity Building, also included in the Capital Improvement Plan is a Space/Use Analysis project that will encompass all of the City's facilities.

The goal is to first determine a building's use to ensure that any modifications or upgrades are completed with an intended purpose.

Councilmember Smotherson questioned whether staff was willing to accept the possibility that the consultant's analysis might conclude that the Annex is not a feasible option? Mr. Rose stated the RFQ was structured to provide staff with the facts, not for the engineer to give them the answers he thinks they are seeking. So this project will progress based on the best analysis the company can perform, which is one reason why the panel is recommending a firm that has ample experience in the restoration of historical structures.

Councilmember Cusick asked if the consultant's analysis would take into consideration the specific needs of the Police Department? Mr. Rose stated both the Police Department and the Public Works Department will act as the customers this firm will be working with. One criterion of specific importance is to ensure that whatever structures the Police Department ends up with, will enable them to continue their accreditation process. Councilmember Cusick asked if the consultant's instructions to "*Develop solutions to meet the current and future Police Department space and operational needs,*" means they will make an assessment of whether or not the Annex is feasible for the Department's operational needs or if it will be necessary for the City to construct a new facility or substation at a different location? Mr. Rose stated that the scope of work outlined in the RFQ requires an analysis of both the Annex and construction of a substation because the idea is to complete the renovations and construction simultaneously.

He stated an item that will be coming up on tonight's agenda is an extension of the lease terms for the temporary facility; which the City has invested a considerable amount of funds into and still has a significant lifespan. So that will also be factored into the equation of determining how to meet the Department's future needs.

Councilmember Cusick asked if it was the City's intent to operate two substations? Mr. Rose stated that included in the Capital Improvement Program is roughly 6 million dollars for the construction of a substation; although no location has been identified at this point. However, a substation is substantially different from a satellite facility, which could be a possible use for the temporary facility.

Voice vote on Councilmember Carr's motion carried unanimously.

3. ModSpace Contract

Mr. Rose stated staff is recommending that Council approve an extension of the lease agreement for the unit housing the police currently operates out of. He then asked Mr. Mulligan if he would highlight the terms of the agreement.

Mr. Mulligan stated as Council is aware, the City currently has a lease agreement for the temporary police station at 601 Trinity with ModSpace that was entered into in May of 2016. That agreement expires on October 15th. Payments for the first two years of this agreement were expensive since they included the construction, installation and associated costs. Now that the bulk of that expense has been paid the current agreement would allow the City to lease the units on a month-to-month basis, at a rate of \$11,500. However, since that month-to-month agreement could be terminated by either party with 30 days' notice, staff initiated negotiations with ModSpace to extend the lease to a four-year period of time in order to lock-in the rate of \$11,500.

Going beyond that, the City has an option to extend the lease agreement for an additional three years, at a rate of \$12,075. Mr. Mulligan stated staff was also able to negotiate a 180-day cancellation clause with no penalty for both the four and three-year extension periods.

The expiring lease agreement establishes a rate for tear-down and return of the existing facility at \$164,130; assuming that it would take place on or about October 15th of this year. And although the rising cost of labor prevented ModSpace from providing an exact rate for the tear-down at the end of the four-year agreement, staff was able to negotiate a cap of \$210,086. If the lease is extended for an additional three-years the rate would be capped at \$244,553. Mr. Mulligan noted that the terms of the original agreement remain the same.

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

Councilmember Smotherson stated if anyone can recall, approximately four months ago he expressed his dissatisfaction with the direction the City was going with the police station, and this is a part of the reason why he feels that way. It shouldn't take four years for the City to come up with a solution for the police station, at a cost of \$11,500 per month. Councilmember Smotherson stated he had asked that this item be removed from the Consent Agenda to make sure that people had a clear understanding of how much money is being spent on this facility.

Mayor Crow stated while he thinks everyone has concerns about the financial terms; many also understand that this has been a front-loaded contract that now appears to be much more manageable. And he's certain they understand that without these modular units the City's Police Department would have no place to go. So, while probably every member of Council would have preferred to have a shorter initial term with a longer lease extension, that's not the way it played out. So, at this point, everyone is working through the process and trying to find the best options.

Councilmember Hales stated based on his many years of experience as a member of the audience, he would agree that the City should not be in the position it is in today. But this is clearly a result of the policies that preceded this Council. So while he would love to see this process move faster, the most important thing for him is to get it done right.

Voice vote on Councilmember Carr's motion carried unanimously, with the exception of Councilmember Smotherson.

4. Majerus Park and Playground Improvements Contract

Mr. Rose stated this project for Phase I of the improvements to Majerus Park, was advertised on August 30th of this year, and a total of seven bids were received. As a result, staff is recommending this contract be awarded to All Inclusive and Brian Jones Construction companies as the lowest responsible bidders for their respective section of work, in the amount of \$460,670.83.

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

L. UNFINISHED BUSINESS
BILLS

M. NEW BUSINESS
RESOLUTIONS

BILLS

Introduced by Councilmember Carr

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. Bill Number 9365 was read for the first time.

Introduced by Councilmember Smotherson

2. **BILL 9366** – AN ORDINANCE CHANGING THE NAME OF TAMERTON AVENUE, BETWEEN PARAMOUNT DRIVE AND MONTREAL DRIVE, TO REV. JOE L. MIDDLETON LANE. Bill Number 9366 was read for the first time.

Mayor Crow acknowledged a request to speak on this item and after being informed that no action would be taken on this Bill, the speaker expressed a desire to defer their comments until the next meeting.

Introduced by Councilmember Carr

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) Bill Number 9367 was read for the first time.

N. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
Councilmember McMahon stated as the liaison for CALOP he was asked to inform Council about a new project recently authorized, which consists of three to five-minute videos designed to capture the younger audience. This \$30,000 grant allocation represents a change in Commission's customary practice of producing documentaries, and for the first time, has established specific criteria that require participants to submit films focused on promoting U City. So he thinks CALOP is going to help lead the way by demonstrating how to capitalize on social media.
3. Boards, Commissions, and Task Force minutes
4. Other Discussions/Business
 - a) **Bulk and Leaf Pickup Area Designation**
Requested by Councilmembers Smotherson and Clay

Councilmember Smotherson stated he appreciated Councilmember Clay's support in helping him get this item on the agenda. He stated the designated zones for bulk and leaf pickup are outlined by areas; central, west and east. However, since these zones do not correspond with the ward a resident lives in it has always been confusing and difficult to understand the pickup dates. So the purpose of this discussion is to find out why the designations were established and to determine whether they could be changed to correspond with each ward and hopefully, create some type of uniformity that residents can understand.

Councilmember McMahon stated he is not sure that changing leaf and bulk pickup designations to match the wards is a solution that fixes the problem. Because when you think about the way the City's wards are drawn up, an argument could be made that such a modification would be completely improper in terms of voting. Wards are designed to ensure that no specific group is disenfranchised. And he certainly would not vote for something that not only deprived residents of that right but changes the make-up and representation of each ward. Councilmember McMahon stated the purpose of wards is political in nature and the redrawing of these boundaries would only add more confusion. He stated in his opinion, the issue of bulk waste and leaf pickup is about the mechanics of how the City is best able to perform this service for its residents.

Councilmember Carr stated she would concur with the sentiments expressed by Councilmember McMahon because what she really does not want to hear is someone saying that their Ward is not being taken care of. She stated the boundary lines in the western section of U City are constantly changing. First, it was Ward 2, later it was changed to Ward 1, and now parts of it are Ward 3. So while those people north of Olive may be very clear about being in Ward 3, it's possible that at some point, those lines will be changed too. And that's another reason why she believes these specific pickups should probably be done geographically to ensure that staff can cover certain areas within the designated time allowed. Because if you've actually looked at the map for Ward 1, it extends really far to the west; which she's not sure people are aware of, or even if staff could complete all of the pickups in a weeks' time.

Councilmember Carr stated her solution is for each member of Council to inform their constituents of when these pickups will occur. Or huge banners could even be put up in areas to notify residents. But ultimately, it's incumbent upon Council to communicate with residents and for residents to contact their councilperson if they have a question about the area they live in.

She stated one thing no one ever knows about is the timetable for street cleaning. Some areas get it three times a year; some who live in Parkview Gardens get it once a month, and the Loop appears to get it once a week. But at this point, she would be loathe upending the Public Works Department based on a lack of communication, and without first learning the rationale behind why they established these geographic zones. So perhaps, gaining a better understanding of what works best for the City in terms of delivering these services is something that can be explored during a Study Session.

Councilmember Clay stated he would also like to hear from the professionals since he's had some confusion about the exact dates for bulk pickups. So he would like to know why these pickups are set up in the manner that they are, and whether the process can be improved.

Councilmember Smotherson informed his colleagues that it was never his intent for this to become a political issue.

O. CITIZEN PARTICIPATION (continued if needed)

Kevin Chau, 6615 Devonshire Avenue, St. Louis, MO

Mr. Chau stated his original intent was to talk about the TIF. However, after listening to many of the comments made tonight it seems like this Council has inherited a lot of issues and that they are working very hard to do what they think is best for the City. And that is a value he appreciates. He stated he has lived in St. Louis his entire life and has watched as both U City and Olive have changed.

And while he personally is against TIF(s), he'd like to take a phrase out of Beth Comstock's book, *"Imagine It Forward: Make Change Work for You,"* where she writes, *"There is a need to accept change, because you can't stop it"*. Mr. Chau stated a Costco seems slightly shortsighted when you look at a TIF's potential, so he would ask Council to seek a greater vision than the one currently being proposed.

Donna McGhee, 7584 Melrose, University City, MO

Ms. McGhee thanked Mr. Alpaslan and Mr. Gates for being attentive to her concerns. And although she is grateful for the temporary fix and the ability to access her driveway, there is still a huge hump in the concrete, and the overabundance of falling branches still causes her to have safety and liability concerns. Ms. McGhee stated there had been some discussion about reaching a middle ground, but at this point, she has no idea what that entails.

Garrie Burr, 750 Kingsland, University City, MO

Mr. Burr, President of the Arts & Letters Commission stated he would like to extend an invitation to the Mayor and Council for two upcoming events.

- The 2018 Tradition in Literary Excellence Award will be presented to Author Gerald Early of Washington University during a special reception at 7 p.m. at City Hall. Also honored during this reception will be the retiring Children's Librarian, Larita Wright of the U City Public Library, and the U City High School journalism students that were recognized last spring for their outstanding achievements.
- The Annual Returning Artists Program featuring Artist/Musician Jeffrey Anderson will be held at 7 p.m. at the U City High School Career Library, on Wednesday, November 14th. Mr. Anderson will be working with students during the week to encourage the pursuit of the arts as a vocation.

(Printed invitations for both events will be mailed to each member of Council.)

P. COUNCIL COMMENTS

Councilmember Cusick stated he would like the young people who spoke about Olive Boulevard and the TIF to know that this City does have a greater vision. In fact, this process was implemented in order to capture some of the incentives associated with a TIF to make improvements along Olive and assist residents in the 3rd Ward who has seen the value of their homes decrease. So, it's not just about putting a Costco in our neighborhood. He stated the City has been trying to redevelop Olive for a long time and this is the first real opportunity to do something long-term that will enhance the economic development of the entire City. A great deal of the City's tax revenues are lost as a result of Wash U's tax-exempt status related to the acquisition of property, so something had to be done. Councilmember Cusick thanked the speakers for their concerns and encouraged them to stick around and watch all of the great things that are going to happen along Olive.

Councilmember Cusick stated he was honored to attend the Human Rights Campaign's Annual Gala at Union Station on September 29th, with Councilmember Hales, and would like to congratulate Mayor Crow on receiving the HRC Visibility Award.

Councilmember Smotherson stated Marian Sharpe, the wife of Former Councilmember Arthur Sharpe, Jr., passed away last Thursday. Mrs. Sharpe was very active in this community, especially in the 3rd Ward, and while he understands that it is too late for Council as a whole to prepare a Proclamation, he would ask for a consensus from his colleagues to prepare a Proclamation and present it to Mr. Sharpe?

Mrs. Sharpe's memorial service will begin at 11:00 a.m. this coming Thursday at Washington Tabernacle, located on the corner of Washington and Compton.

Mayor Crow stated the only thing he would ask is that Councilmember Smotherson seeks the assistance of the City Clerk since she has the official format.

Councilmember Smotherson stated although he would prefer not to refer to this project as the TIF, which is merely a function of the development, he would like to put a little twist on some of the comments expressed tonight. He stated whenever his relatives from California and Phoenix visit U City it has become a ritual for them to eat at the Asian restaurants on Olive and then before they leave, purchase more food to take back home with them. So from the very beginning, when he and Councilmember Carr brought this development forward there was never any intention to eliminate anything on Olive. At this juncture, there are about six restaurants located in the development area, but the majority; including the Olive Supermarket, are located to the east of Woodson and McKnight. So he would also invite anyone with questions or concerns about the City's greater vision to contact him.

Councilmember Clay made the following announcements:

- A Town Hall meeting will be held on October 16th from 6 p.m. to 8 p.m. at the Heman Park Community Center. Although the meeting is focused on garnering input from 3rd Ward residents as to what they would like to see in the redevelopment agreement, it is open to the entire public.
- 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 the conversations regarding the City's first responders caused the house fire that occurred last week, resulting in the tragic death of a U City resident to resonate in his mind. That said, having been on a similar dais at an earlier point in his life, he understands that public policy cannot be made solely on individual circumstances. But at the same time, you cannot make policy that is devoid of taking individual circumstances into consideration. What we do know, is that as we contemplate what to do with our first responders; be it ambulance, fire or police, there will be significant dollars involved, and that point is not lost on him. So he thinks that a part of this process needs to involve a conversation with the community about its priorities because obviously if the City does certain things it will likely be unable to afford other things. That's a part of the give and take process you go through. But wherever we might land as individual members of Council, what he is gratified and confident in, is that a process involving citizens would have been a key component of these decisions and result in a process that is transparent. Councilmember Clay thanked his colleagues for continuing to have these conversations and looks forward to more in the future.

Councilmember McMahon stated while he thinks acceptance of the SAFER Grant was the right thing to do, he does have some concerns about Gateway's assertion to fully execute their contract. He stated when he arrived at the last Council meeting he checked to see if a Gateway ambulance was parked at its designated location; it wasn't there. So out of curiosity, he drove to Heman Park; another designated location, and it wasn't there. When he came back to the meeting, it wasn't there, and when he glanced out the window on several occasions during the meeting, it still wasn't there. And they are not parked outside tonight.

However, at some point, he did find one of their ambulances parked in Overland at the City line. Were they waiting on the line to see which city was going to call first?

So, if Gateway's intention is to fulfill their entire contract, and the City is faced with a situation where it has to continue outsourcing, then we've got to make sure they understand that they will be looking at a totally different contract than the one that was written the first time around. And that contract will include the City's oversight authority. When people talk about there being no cost to outsourcing that's not true, there's always a cost when you are responsible for monitoring and following up on a company's performance. So perhaps, we haven't seen any costs because no form of oversight was in Gateway's last contract. Subsequently, the question then becomes whether Gateway is going to say, yeah, we want to bear the burden of the City's oversight authority for another five years? And if they decide not to stick around, what is U City going to do for its ambulance service? Councilmember McMahon stated there was never a plan to address that possibility, and that's the position this Council is trying to put themselves in with the acceptance of this grant in order to make sure the residents of this community are safe.

Councilmember McMahon stated he always finds it interesting when someone comes up to the podium, talks about bullying, and then not only tells you what a poor job you're doing as a councilperson, but threatens to ruin your livelihood by trying to get you disbarred; all over a Sunshine Law complaint. Perhaps, someone should file a Sunshine request to see how many complaints filed with the Attorney General's office have actually been successful.

Councilmember Hales stated he not only wanted to dovetail off of Councilmember McMahon's comments but thank him for addressing this issue because he's pretty sure that the Fire Chief and firefighter in this room tonight have no idea if there's a second ambulance available. And they probably don't even know how far they would have to come if one was needed since some of the reports indicate that Gateway's drivers have come from as far as Florissant to answer a call in U City.

Councilmember Hales stated he would also like to thank the Police Chief, Fire Chief, and the City Mayor for the roles they played in Washington University's Wild Event held last Friday. This is an event that typically raises concerns from some of the neighboring communities, however when he arrived at 4:30 p.m. there were four police cars canvassing the neighborhoods and very good presence from Wash U's residential patrols and officers.

Councilmember Smotherson mentioned some of the issues associated with Wash U. And in the five months he's been on Council he has spent the majority of his time addressing emails, phone calls, and visits from residents in the 1st Ward related to the impact Wash U has on their lives every single day. Councilmember Hales stated this certainly illustrates something he thinks everyone already knows, and that is, this relationship is out of balance. The streets on the north side of Kingsbury have effectively become a commuter parking lot for students and staff. When you have buildings that are essentially being used as dormitories housing three or four students, you can easily understand why cars are parked for long periods of time because the lifestyle of a student is different than the lifestyle of a resident. And while he is aware that the City Manager has made it a priority to conduct a Comprehensive Parking Study for the City, it has never been clearer how important it is to move forward with this study. Councilmember Hales stated he would also like to ask the Traffic Commission to weigh-in on this topic to hopefully assist the City Manager in identifying the hot spots or problem areas that need to be looked at closely.

Mayor Crow stated it should not come as a surprise to anyone in this room or those watching by live stream, that when you are talking about a 200 million dollar development there will be people on both sides of the equation. Although this is one of the few times where the City has had more people from outside the community with concerns than perhaps, they've had inside. So it has been somewhat intriguing to listen to the ideas, questions, and comments being expressed, and attempt to visualize where we are going with this. Because at this point, the City has already conducted numerous TIF hearings; perhaps, more than any TIF in the history of this country, just to ensure that everybody had an opportunity to be heard, but moving forward, the City's participation in many of these decisions will be coming to a conclusion. And even though citizens will always have an opportunity to be heard through Council's regular comment period, this item will probably be moving off the agenda by the end of this year.

Mayor Crow stated within the past month, he has been called a spineless Mayor and a dictator, which is totally confusing because you certainly can't be both. But that's okay since he also finds it interesting when citizens who have constantly put others under the microscope get offended when they're put in that same position; as if they have no idea where it's coming from.

In regards to the Human Relations Commission, Mayor Crow stated he would like to make sure that people understand the history of this commission, which, unfortunately, was not created with a great deal of forethought. So much so, that it was abandoned at one point because its role was diminished by changes in the law. Nevertheless, it was reinstated by the previous Council and tasked with addressing concerns from the public. And the reason why they rarely have meetings is because there have been no concerns from the public. One of the challenges with all of the City's Boards and Commission; and something that staff and Council are currently trying to work through, is establishing clear objectives that are structured in a way to promote and assist City government. So, while he respects everyone who volunteers on the City's Boards and Commissions; particularly those who serve in the capacity of the chair, no chairperson has the authority to simply stop having meetings.

Mayor Crow reminded everyone about the upcoming election in November and encouraged everyone who has not already done so, to register by this coming Wednesday.

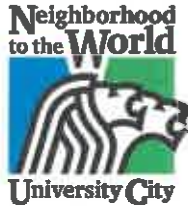
The Gatesworth, one of the largest employers in U City, and listed as one of the top 10 retirement communities by *Forbes Magazine* is celebrating their 30th Anniversary. Mayor Crow stated the Gatesworth have been an incredible addition to this community and he would like to congratulate the owners, residents, and employees, on their success.

Finally, Mayor Crow stated he wished to thank Councilmember Hales for his perspective on the Comprehensive Parking Study, and wish the City Manager a happy birthday.

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

Q. ADJOURNMENT

Mayor Crow closed the Regular City Council meeting at 8:30 p.m.



Council Agenda Item Cover

MEETING DATE: October 22, 2018

AGENDA ITEM TITLE: Liquor License - **2 Thumps Up - 8502 Olive Blvd.**

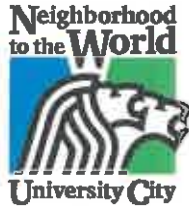
AGENDA SECTION: Public Hearing

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

2 Thumps Up has applied for an **Intoxicating Liquor of All Kinds, by the Drink, Retail** liquor license including **Sunday Sales**. The applicant is **Latoshia Morrow**.

- Department Approvals were granted from the Police Department and Planning and Development Department revealed no disqualified information.
- Recommendations from University City citizens are included.
- Petition from business owners within 200 foot radius are included.
- A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business.
- Current voter registration documentation for the applicant was provided.



Council Agenda Item Cover

MEETING DATE: October 22, 2018

AGENDA ITEM TITLE: Three Dog Bakery Lease Amendment

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The City entered into a Lease Agreement with KMC Bakery Two, LLC ("Three Dog Bakery") on October 28, 2015 for approximately 1,700 square feet at 6323 Delmar in a parking garage building owned by the City. The initial term is six years, and there are options to renew for two five-year periods. The possession date originally was February 1, 2016, but the First Amendment to Lease changed it to February 18, 2016. The rent commencement date was May 17, 2016 and the Lease Agreement expires May 31, 2022. Rent is \$3,116.67 per month for years 1-3 and \$3,258.33 per month for years 4-6.

Three Dog Bakery currently owes the City \$9,350.01 for unpaid rent for three months, citing civil unrest and the Loop Trolley construction and operational delay as adversely impacting its business. Three Dog Bakery reported that business has been rebounding and it wants to continue at its location, but it needs rent relief. Three Dog Bakery is requesting rent abatement in the amount of \$5,000 and payment of the \$4,350.10 balance at \$435 per month for ten months commencing November 1, 2018. Three Dog Bakery will also pay monthly rent from and after November 1, 2018 as provided under the Lease Agreement.

The proposed Second Amendment to Lease grants Three Dog Bakery the rent relief it is seeking. It also changes the termination provisions in the Lease Agreement so that at any time after May 31, 2019 and throughout the remainder of the Term, either the City or Three Dog Bakery may terminate the Lease Agreement upon 90 days written notice. The Lease Agreement currently provides that Three Dog Bakery has the right to terminate the Lease Agreement by giving 180 days written notice before the expiration of the third year of the Lease Agreement and paying a penalty equal to two months of rent; the City has no right to terminate without cause. Three Dog Bakery has been contemplating early termination of the Lease Agreement, but the Second Amendment to Lease satisfies its concerns.

The parking garage building has three spaces available for rent. Three Dog Bakery is leasing the one in the middle. 963 Retail, LLC ("OSO") is leasing the space on the eastern side, consisting of approximately 1,595 square feet, pursuant to a five-year lease that commenced on or about April 1, 2016, with an option to renew for five additional years. The third space, on the western side, consisting of approximately 3,297 square feet, is vacant.

RECOMMENDATION:

The City Manager recommends approval

ATTACHMENTS:

1. Current Lease Agreement
2. First Amendment to Lease
3. Second Amendment to Lease

LEASE AGREEMENT

Made as of this ~~28th~~ day of October 2015 between of The City of University City, Missouri (the "Landlord") located at 6801 Delmar Blvd, University City, MO, 63130 and KMC Bakery Two, LLC (Trade Name: Three Dog Bakery), a Missouri limited liability company (the "Tenant") with offices located at 1427 Dietrich Woods Ct. Manchester, MO 63021.

Landlord leases to Tenant the Premises at the Rent during the Term for the Permitted Uses and under the terms and conditions of this Lease Agreement (the "Lease") as follows (all capitalized terms not defined in Section 1 are later defined in this Lease):

1. SUMMARY OF TERMS AND DEFINITIONS

1.1. "Property" and "Premises"

1.1.1. "Property" A building located at 6323 Delmar Blvd., University City, Missouri 63130, consisting of approximately 6,592 square feet, as shown in Exhibit A, attached hereto and incorporated herein.

1.1.2. "Premises" Approximately 1,700 square feet of retail space on the first floor of the *Property*, illustrated as Tenant Space No. 2 in Exhibit B, attached hereto and incorporated herein.

1.1.3 "Parking Spaces" Landlord shall designate four (4) parking spaces in the parking garage behind the *Premises* solely for the use of Tenant's employees. Landlord shall, at Landlord's expense, provide Tenant with four (4) transmitters to open and close the gate to the parking garage. Tenant will return such transmitters at the end of the Lease Term and will be responsible for replacement of any lost, damaged, or stolen transmitters.

1.2. "Terms" and Commencement"

1.2.1. "Initial Term" Six (6) years commencing on the *Rent Commencement Date*.

1.2.2 "Renewal Option" Two (2) five (5) year periods, each commencing on the expiration date of the *Initial Term* or the immediately preceding *Renewal Option*.

1.2.3. "Rent Commencement Date" Ninety (90) days from the *Possession Date*.

1.2.4. "Possession Date" shall be no later than February 1, 2016.

1.3. "Deposits" and "Rent"

1.3.1. "Security Deposit" One (1) month's *Gross Rent* in the amount of

\$3,116.67 shall be deposited with Landlord and held, without liability for interest, during the *Initial Term* of the Lease, and any *Renewal Options*, as security for the full and faithful performance by Tenant of all covenants and conditions of the Lease. Tenant shall deliver the Security Deposit to Landlord on the Possession Date. If Tenant fails to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, as provided in Section 12, Landlord may appropriate and apply the entire Security Deposit, or so much thereof as may be necessary, to compensate Landlord for loss or damage sustained by Landlord due to such breach, without prejudice to Landlord's further rights and remedies. Should Tenant comply with all the terms, covenants and conditions of this Lease, the Security Deposit shall be returned to Tenant within ten (10) after the expiration or earlier termination of this Lease.

1.3.2 "*Gross Rent*"

Initial Term:

Years 1-3: \$37,400/year; \$3,116.67/month; \$22/sq. ft.

Years 4-6: \$39,100/year; \$3,258.33/month; \$23/sq. ft.

1st Option Term:

Years 7-11: \$42,500/year; \$3,541.67/month; \$25/sq. ft.

2nd Option Term:

Years 12-16: \$45,900/year; \$3,825.00/month; \$27/sq. ft.

1.4. "*Utilities*" Tenant shall be responsible for payment of utilities that exclusively serve the *Premises*. Landlord shall arrange and pay for all utilities to all Common Areas including the parking garage.

1.5. "*Permitted Uses*" Tenant shall occupy and use the *Premises* solely for the purposes of the retail sale of: (i) freshly baked dog treats; (ii) dog and cat food, supplements and treats; (iii) pet products and accessories including but not limited to collars, leashes, bowls, beds, toys, grooming products and apparel; (iv) pet themed gifts, apparel and accessories for men, women and children; (v) services related to dogs, cats and other pets such as grooming, self-service dog wash and nail trimming; and (vi) such other related products as may be sold from time to time in other Three Dog Bakery stores and for no other purpose without the written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

Landlord acknowledges and agrees that Tenant will have dogs in the *Premises* and that customers will be permitted to bring dogs into the *Premises*.

1.6. "*Landlord's Work*" Landlord shall provide the *Premises* in a "white box" condition by completing the "*Landlord's Work*" described in Exhibit C, attached hereto and incorporated herein.

1.7. "*Tenant Improvement Allowance*" No allowance shall be provided by Landlord.

1.8. "Personal Guaranty" means the Personal Guaranty to be executed by the Guarantors in the form attached hereto as Exhibit D.

1.9 "Guarantors" Michael R. Caton and Kathleen M. Caton, husband and wife.

1.10. "Tenant's Work" shall mean all necessary improvements to the *Premises* to operate Tenant's business that is not Landlord's Work.

Any conflicts between the terms of this Section 1 and any other part of this Lease shall be controlled by this Section 1.

2. DELIVERY AND ACCEPTANCE OF PREMISES

2.1. Commencement. The *Initial Term* shall begin on the *Rent Commencement Date* and shall end on the last day of the *Initial Term*, subject to earlier termination as provided in Section 12.1 of this Lease and subject to Tenant's exercise of its *Renewal Options*, if any. If the *Rent Commencement Date* is other than the first day of the month, the first year of the *Initial Term* shall be deemed to be extended to include such partial month and the following twelve (12) months, so as to end on the last day of the month. The *Initial Term* of this Lease as set forth in Section 1.2.1, and any exercised *Renewal Option* pursuant to Section 10, is herein called the "Term". Once known, the *Rent Commencement Date* and the date of the end of the *Initial Term* shall be set forth in writing in a letter from Tenant to Landlord.

The "*Possession Date*" is the date on which Landlord tenders to Tenant possession of the *Premises* with all *Landlord's Work* substantially complete exclusive of those minor items which can be completed without materially affecting Tenant's ability to commence and complete Tenant's Work. The *Possession Date* is set forth in Section 1.2.4.

2.2. Tenant Access. Landlord shall upon substantial completion of *Landlord's Work* permit Tenant to perform Tenant's Work, move in business fixtures and otherwise prepare the *Premises* for Tenant's business. Landlord may prior to that time provide Tenant and its agents and contractors access to the *Premises* for the purposes of completion of Tenant's Work. Tenant shall indemnify and hold Landlord harmless from and against all costs, claims, damages, and liabilities (including costs of settlement, judgments, court costs and actual attorneys' fees and other defense costs) claimed or asserted against or sustained by Landlord resulting from Tenant's and its agents' or contractors' access to and work performed at the *Premises* as provided in this Section 2.2.

2.3. Common Areas. Landlord shall operate, manage, insure, repair and maintain areas and facilities of common benefit to various tenants and occupants of the *Property* such as parking areas, parking garage, driveways, sidewalks and landscaped areas, in all cases as designated from time to time by Landlord as common areas ("*Common Areas*"). All *Common Areas* shall be under the exclusive control and management of Landlord. Landlord, upon written request by Tenant, may allow the use of the *Common Areas* for entertainment events and, on a temporary or permanent basis, the placement of kiosks, carts, advertising and other displays.

2.4. Leased Personal Property. If any personal property and/or equipment is provided by Landlord with the *Premises*, Landlord shall not be considered the vendor of such (having served merely as Tenant's procurement agent) and Landlord makes no warranties, expressed or implied, including any warranties of marketability or fitness for use (all of which are expressly disclaimed) and Tenant accepts all such personal property and equipment "AS IS."

3. USE AND QUIET ENJOYMENT OF PREMISES

3.1. Use. Tenant shall use the *Premises* during the Term solely for the *Permitted Uses* and for no other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall, at its expense, comply with all applicable laws and the requirements and recommendations of any insurance underwriter, inspection bureau or similar agency. Tenant shall comply with such "*Rules and Regulations*" as may from time to time be adopted, supplemented and amended by Landlord. Notice of such *Rules and Regulations* and amendments thereto, if any, shall be given to Tenant in writing. Landlord agrees that Tenant, while not in Default under this Lease, shall occupy and enjoy the *Premises* throughout the *Term* without hindrance by Landlord or any persons claiming under Landlord, subject only to the terms and conditions of this Lease.

3.2. Tenant Compliance with Environmental Laws. Tenant shall not permit on or about the *Property* or the *Premises* any inflammable or explosive material. Tenant shall not itself and shall not allow any of its agents, employees, or contractors to place, store, generate, transport, or otherwise deposit, release or dispose of any Hazardous Substance to, upon or from the *Property* or the *Premises*, except Hazardous Substances in such amounts and of such types that are commonly and customarily used in the cleaning and maintenance of retail stores and otherwise in compliance with all Environmental Laws. If any Hazardous Substance is discovered on, in or from the *Premises* resulting from the actions of Tenant or its agents, employees or contractors, whether such discovery is made during the Term or at any later time, Tenant shall, at its sole cost and expense, take all steps necessary to remove and properly dispose of such substance and cleanup or repair any resulting contamination or damage in full compliance with Environmental Laws. Tenant shall defend, indemnify and hold Landlord harmless from and against any claims, damages (including decreased value of the *Property*), and liabilities, including cost of settlements, judgments, court costs, and actual attorneys' fees claimed or asserted against or sustained by Landlord, resulting from Tenant's failure to fully comply with the provisions of this Section 3.2. The obligations of Tenant under this Section 3.2 shall survive the expiration or other termination of this Lease for a period of one (1) year. "*Hazardous Substance*" shall mean any substance defined as hazardous by or regulated under the Comprehensive Environmental Compensation and Liability Act of 1980, 42 U.S.C. 9601, *et seq.*, Part 201 of the Natural Resource and Environmental Protection Act, MCLA 324.20101, *et seq.*, the Resource Conservation Recovery Act, 42 U.S.C. 6901, *et seq.*, all rules and regulations promulgated under any of such laws and any other applicable laws, rules and regulations (collectively, the "*Environmental Laws*").

3.3. Landlord Compliance with Environmental Laws. Landlord agrees to indemnify, defend, save and hold harmless, to the extent permitted by law, Tenant and Tenant's officers, directors, shareholders, members, managers, employees and agents ("Tenant Indemnified

Parties") from and against any and all damages, claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses, court costs, administrative costs and costs of appeals), incurred by or asserted against the Tenant Indemnified Parties by reason of or arising out of the use, discharge, handling, transportation, disposal, treatment, generation, storage, existence or sale of Hazardous Substances in the *Premises* by Landlord in violation of Environmental Laws. Landlord's obligations set forth herein shall not apply to (i) any Hazardous Substance deposited or installed in the *Premises* by Tenant, its agents, employees or contractors, or (ii) the removal of any Hazardous Substance existing in the *Premises* as of the date of the Lease or thereafter deposited or installed in the *Premises* by a party other than Tenant, if such removal becomes necessary due to any act or omission of Tenant, its agents, employees or contractors. If it is determined as a result of any investigation or testing that Hazardous Substances are present within the *Premises*, such presence pre-existed the date on which possession of the *Premises* was given Tenant, and Environmental Laws require the remediation, removal or abatement thereof, Landlord will, at Landlord's sole cost, remediate, remove and abate such Hazardous Substances in accordance with Environmental Laws ("Remedial Action"). If the Remedial Action to be taken by Landlord shall materially interfere with the operation of Tenant's business in the *Premises*, then during the period that such Remedial Action materially interferes with the operation of Tenant's business in the *Premises*, and as Tenant's sole and exclusive remedy on account thereof, the *Gross Rent* shall equitably abate in accordance with the interference to the operation of Tenant's business in the *Premises*.

4. OBLIGATIONS AND MANNER OF PAYMENT

4.1. Gross Rent. Tenant shall pay to Landlord total *Gross Rent* on or before the first day of each calendar month during the *Term* and the *Renewal Option*, if exercised by Tenant, in the amount of the monthly payment.

4.2. Payment Obligations. If the *Rent Commencement Date* (or end of the *Term*) is a day other than the first (or last) day of the calendar month, all of Tenant's payment obligations under this Lease (collectively the "*Payment Obligations*") attributable to that month shall be prorated. All payments to Landlord shall be delivered to Landlord at their address. All *Payment Obligations* constitute independent obligations of the Tenant and shall be paid by Tenant during the *Term* without right of deduction or offset.

4.3. Holding Over. Any holding over after the expiration of the *Term* shall be construed to be a tenancy from month to month at the *Gross Rent* herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable; provided, however, in the event that Tenant or any party holding under the Tenant shall, without the Landlord's written consent, hold over in the *Premises* beyond the expiration date of the *Term* of this Lease, such party will pay 200% of the *Gross Rent* due for the last month of the *Term* of this Lease during such holdover period, it being understood and agreed that no such holdover shall be deemed an extension of the *Term*.

5. UTILITIES

5.1. Provision of Utilities. Landlord shall provide utility services to the Common

Areas. Tenant shall arrange for utility providers to provide, at Tenant's expense, all utility services needed at the *Premises*, including trash, sewer, electricity, gas and water. Tenant shall pay for any utility connection or related hook-up charges. Tenant shall have all such utilities to the *Premises* metered in its own name and shall pay all charges and deposits for those utilities. Landlord may elect from time to time to supply any utility service to Tenant (for example, by installing a transformer and purchasing primary electrical power for distribution to tenants) through Tenant's separate meter provided the cost to Tenant for such does not exceed the amounts the applicable public utility would then charge.

5.2. Use of Utilities. Tenant shall use utilities and mechanical systems only within the capacity of existing *Property* systems. Landlord shall not be liable for damages resulting from utilities interruptions (whether or not supplied by Landlord) caused by casualty, accident, labor dispute, the making of necessary repairs or improvements to the *Property*, the acts or omissions of other tenants, their agents, contractors or invitees, or any other cause which is beyond the reasonable control of Landlord nor shall any utility or other service interruptions be deemed an actual or constructive or partial eviction nor result in any abatement of the *Payment Obligations*. Landlord may take any energy management measures it deems necessary for energy conservation. Notwithstanding anything to the contrary contained in this Section 5.2, if (i) the interruption of any such utilities is due to the negligence of Landlord, its agents, employees or contractors, (ii) such interruption is for a period in excess of twenty-four (24) hours after notice thereof from Tenant and (iii) such interruption forces Tenant to close the *Premises* for business, then, as Tenant's sole and exclusive remedy on account thereof, the *Gross Rent* shall be abated commencing twenty-four (24) hours after such notice from Tenant and continuing until such interrupted utilities are again being furnished to the *Premises*.

6. MAINTENANCE, REPAIRS AND ALTERATIONS

6.1. Landlord's Obligations.

(a) Landlord shall, at Landlord's sole cost and expense, maintain, repair and replace all Common Areas including the parking garage, the roll-up gate to the parking garage, the common corridor serving the *Premises* and the door from the parking garage to the common corridor, the *Property and Premises* outer walls (excluding doors and windows and other glass exclusively serving the *Premises*), awnings (excluding any awning installed by Tenant), roofs (consisting of structural components, insulation, and the exterior roof surface) and foundations. Landlord shall perform such maintenance, repairs and replacements with such minimal interference with Tenant's use of the *Premises* as is reasonably necessary under the circumstances. Such interference shall not be deemed an actual or constructive or partial eviction nor result in abatement of any *Payment Obligations*. In the event Landlord fails to commence repairs to the *Premises* that Landlord is obligated hereunder to make within thirty (30) days after written notice from Tenant specifying the necessary repairs (or such longer period as may be reasonably necessary to complete such repairs, provided that Landlord commences such repairs within such thirty (30) day period and diligently pursues such repairs to completion), Tenant may make such repairs and be entitled to a credit from Landlord for the actual, reasonable

costs of said repairs.

(b) Heating, Ventilating and Air Conditioning System. On the Possession Date Landlord shall deliver in good working order a new heating, ventilating and air conditioning ("HVAC") system serving the *Premises* that is rated at not less than one ton for every 300 square feet leased to Tenant, includes standard distribution and controls and provides for a five year warranty on the compressor. During the first twelve (12) months of the Term, Landlord shall warrant and, at Landlord's sole cost and expense, maintain, repair and replace as necessary the HVAC system serving the *Premises*.

6.2. Tenant's Obligations.

(a) Except as provided in Section 6.1, Tenant shall maintain and make all repairs, alterations and replacements necessary to maintain the interior of the *Premises* in good condition and repair and in compliance with all applicable laws, regulations, ordinances and codes and shall surrender the *Premises* when required by this Lease in good condition (and with all utility systems, including light fixtures, intact), reasonable wear and tear and damage by casualty or condemnation excepted. Tenant shall also be responsible for all repairs and replacements to the *Property* required due to the negligence or willful misconduct of Tenant, its agents, employees or contractors, except where the costs are covered by insurance proceeds. In the event Tenant fails to commence or complete repairs, maintenance or replacements to the *Premises* that Tenant is obligated hereunder to make within thirty (30) days after written notice from Landlord specifying the necessary repairs, maintenance or replacements (or such longer period as may be reasonably necessary to complete such repairs, maintenance or replacements provided that Tenant commences such repairs, maintenance or replacements within such thirty (30) day period and diligently pursues such repairs, maintenance or replacements to completion), Landlord may make or complete such repairs, maintenance or replacements and Tenant shall pay the actual reasonable cost thereof to Landlord upon demand.

(b) Heating, Ventilating and Air Conditioning System. After the first twelve (12) months of the Term, Tenant shall, at Tenant's sole cost and expense, maintain, repair and replace as necessary the HVAC system serving the *Premises*.

(c) Tenant shall maintain the doorway of the *Premises* and the sidewalk area immediately in front of *Premises* in a litter and debris free manner and shall be responsible for removing ordinary litter and debris which collects in front of *Premises*.

6.3. Tenant's Alterations. Tenant may not make permanent alterations to the exterior *Property* building or structure without Landlord's written consent. Except for Tenant's Work, Tenant shall not make any future alterations to the *Premises* without Landlord's advance written approval. Landlord's approval of Tenant's Work or any Tenant alteration, improvement or addition shall not make Landlord responsible for their accuracy in any respect or their compliance with any applicable laws. Notwithstanding anything to the contrary contained in this

Section 6.3, Tenant may make interior, non-structural alterations to the *Premises* aggregating less than Ten Thousand Dollars (\$10,000.00) in cost in any calendar year during the Term of this Lease (on a non-cumulative basis), provided that: (i) prior to commencing such alterations, Tenant shall give written notice to Landlord specifying the work to be done and the area of the *Premises* affected by such work; (ii) Tenant shall obtain all necessary governmental permits and approvals prior to commencing such work; (iii) the storefront, exterior signs, and the mechanical and electrical systems of the *Premises* shall not be affected; and (iv) such alterations are of good and workmanlike quality.

6.4. Tenant's Signs and Awning. Tenant shall be allowed to install a storefront sign in the interior of the front of the *Premises* below the existing awning and a non-illuminated blade sign below the existing awning. All signs to be installed by Tenant shall be installed only after proper sign permit application has been submitted and approval obtained by Tenant and prior written approval by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall assure its signs at all times comply with all requirements of appropriate governmental authorities, including any policies and restrictions of the City. Tenant shall maintain all of Tenant's signs in good condition and repair and, during normal business hours, properly lit. Notwithstanding anything to the contrary contained in this Section 6.4, Tenant shall not require Landlord's consent for the display of Tenant's interior sales display signs provided such signs are professionally manufactured and are of a professional quality. Landlord may permit Tenant to remove the existing awning and replace it with a new awning, contingent upon the approval of all other tenants of the Property. The new awning on the Property must be consistent in color and size across the entire front of the building and all tenants of the Property must agree to removal of the existing awning and the replacement with a new awning across the front of the Property at the sole cost of the tenants. If majority approval is not obtained from all tenants of the Property, Tenant will not remove the existing awning. If Tenant is permitted to install a new awning, the awning to be installed by Tenant shall be installed only after proper permit application has been submitted and approval obtained by Tenant and prior written approval by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. If Tenant installs a new awning, Tenant shall maintain the new awning in good condition and repair.

7. INSURANCE, SUBROGATION AND INDEMNIFICATION

7.1. Landlord's Obligation. Landlord shall insure the Property and Landlord's Work against loss or damage under a policy of all risk, special form insurance including theft and earthquake coverage (including rent loss coverage if deemed appropriate by Landlord) in an amount equal to one hundred percent (100%) of the replacement cost thereof excluding footings and foundations. Landlord shall insure the Common Areas with commercial general liability insurance in the amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate or such other additional amounts as Landlord shall deem appropriate. Any personal property kept on the *Premises* as well as all Tenant improvements and any alterations, additions and replacements to the *Premises* by Tenant (other than Landlord's Work) shall not be insured by Landlord and shall be at Tenant's sole risk. Landlord shall have the right to carry additional types of insurance in whatever limits Landlord deems appropriate.

7.2. Tenant's Obligations. Tenant shall, at its own expense, obtain and keep in force during the Term a policy of commercial general liability insurance written on an occurrence basis covering the *Premises* and any losses or claims arising in whole or in part from Tenant's or any of its agent's and employee's use of the *Premises*, and covering the liabilities assumed by Tenant under this Lease. Such insurance shall name Landlord as an additional insured and contain limits of coverage of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for bodily injury and property damage. In addition, Tenant shall keep and maintain in force during the Term, workers' compensation insurance on Tenant's employees to comply with the applicable laws of the State where the *Premises* is located and employer's liability insurance with limits of not less than \$500,000.00 each accident, \$500,000.00 per employee per disease and \$500,000.00 policy aggregate. Prior to the Possession Date, and thereafter not less than thirty (30) days prior to the expiration dates of any expiring policies theretofore furnished pursuant to this Section 7.2, a certificate of insurance shall be delivered by Tenant to Landlord. Notwithstanding any prior inconsistent statement, any insurance required to be carried by Tenant under this Lease, may be carried under a blanket policy covering the *Premises* and other locations of Tenant or Tenant's affiliates, which amount shall not be less than the amounts required by this Section 7.2.

7.3 Waiver of Subrogation. Landlord and Tenant each hereby releases the other and its respective employees, agents and every person claiming by, through or under either of them from any and all liability or responsibility (to them or anyone claiming by, through or under them by way of subrogation or otherwise) for any loss or damage to any property (real or personal) caused by fire or any other insured peril covered by any insurance policies for the benefit of either party, even if such loss or damage shall have been caused by the fault or negligence of the other party, its employees or agents.

7.4 Indemnification of Landlord. Tenant shall indemnify, defend and hold harmless Landlord, its agents and employees from and against any and all losses, claims, demands, damages, liabilities and expenses (including reasonable attorney's fees) in connection with loss of life, bodily injury, personal injury and/or damage to property arising from or out of any occurrence in or on the *Premises*, or in the occupancy or use by Tenant of the *Premises* or any part thereof. The foregoing shall not apply to any loss, claim, damage, liability or expense arising out of or resulting from any negligent, willful or otherwise wrongful act or omission of Landlord, its agents or employees.

7.5 Indemnification of Tenant. To the extent permitted by Missouri law, Landlord shall indemnify, defend and hold harmless Tenant, its members, managers, agents and employees, from and against any and all losses, claims, demands, damages, liabilities and expenses (including reasonable attorneys' fees) in connection with loss of life, bodily injury, personal injury and/or damage to property arising from or out of any occurrence in the Common Areas or the *Property*; provided, that Landlord's obligations to indemnify, defend and hold harmless shall be limited to (i) tort claims permitted by law consistent with the doctrine of sovereign immunity, and (ii) non-tort claims for breach of contract and damages, liability and costs of a contractual nature. The foregoing shall not apply to any loss, claim, damage, liability or expense arising out of or resulting from any negligent, willful or otherwise wrongful act or omission of Tenant, its agents or employees.

8. EMINENT DOMAIN

If all or any part of the *Property* is taken under the power of eminent domain by (or conveyed in lieu of such exercise to) any public authority, then Tenant's obligations as to any part of the *Premises* so taken as of the date of taking shall terminate. In the case of a partial taking, Landlord may terminate this Lease by notice within thirty (30) days after the taking and Tenant may similarly terminate if the portion of the *Premises* taken substantially impairs Tenant's use of the balance of the *Premises* for any of the *Permitted Uses*. Any such termination shall be effective as of the date of taking (except Tenant's indemnification obligations shall survive such termination) and all *Payment Obligations* shall be adjusted to that date. If this Lease shall be terminated as to only part of the *Premises*, all *Payment Obligations* shall abate based on the Rentable Square Footage taken from the *Premises* and Landlord shall restore the balance of the *Premises* to a reasonably tenantable condition (but limited to the matters covered by *Landlord's Work*). All damages awarded for any taking of all or any part of the *Property* shall belong to Landlord, whether as compensation for diminution in value of the leasehold or of Landlord's fee interest. Landlord shall not be entitled to any separate award made to Tenant (which does not diminish Landlord's claim) for removal and reinstallation of Tenant's fixtures, for moving expenses or for loss of business.

9. ASSIGNMENT AND SUBLETTING

9.1 Tenant's Assignment. Tenant shall have the right to assign the Lease or sublease the *Premises*, with Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed, to Tenant's franchisor also known as Three Dog Bakery, Inc., Three Dog Bakery, LLC or to another duly authorized Three Dog Bakery franchisee. Tenant shall have the right to assign the Lease or sublease the *Premises* with Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed. If required by Tenant's lender, a collateral assignment of the Lease as security in connection with Tenant financing shall be permitted by Landlord and Landlord shall execute any documents in connection therewith.

10. OPTION TO RENEW

Tenant may extend the *Term* under the *Renewal Options*, if any, as described in Section 1.2.2, if (unless Landlord in its absolute discretion waives in writing expressly for such purpose of this Section 10 any of the following conditions): a) Tenant shall not be in Default under this Lease beyond any applicable notice and cure period when any *Renewal Option* is exercised and at the commencement of any extension; and b) Tenant has continually operated its business at the *Premises* for the *Permitted Uses* (exclusive of reasonable periods for casualty repairs and renovations to the *Premises* as allowed under this Lease, for the purpose of taking inventory and on the following holidays: Easter Sunday, 4th of July, Thanksgiving Day, Christmas Day and New Year's Day). The *Option Term* election shall be exercised by Tenant giving to Landlord written notice of its intent to so extend, which notice must be given not later than one hundred eighty (180) days prior to the date the *Term* would otherwise expire. The second *Renewal Option* shall be null and void if the first *Renewal Option* is not exercised.

During any extension, the parties shall be bound by all of the obligations applicable during the *Initial Term* and the *Gross Rent* to be paid by Tenant to Landlord during any extension shall be increased if and as provided by Section 1.3.2.

11. CONTINGENCIES

The Lease shall be contingent upon satisfaction of the following conditions:

11.1 Permits/Licenses: Tenant's receipt of all necessary and required building and signage permits and approvals on or before the date which is sixty (60) days after the date Tenant's specifications and drawings with respect to the *Premises* have been approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall cooperate with Tenant in obtaining such licenses and permits.

Tenant may terminate the Lease if such contingency has not been satisfied or waived.

12. TERMINATION AND DEFAULT

12.1 Termination by Tenant. Tenant shall have the one time right to terminate this Lease after the end of the third (3rd) Lease year, by giving Landlord written notice of its intent to so terminate, which notice must be given no later than one hundred eighty (180) days prior to the date the third Lease year would expire. Tenant shall pay a two (2) month *Gross Rent* penalty upon termination of the Lease.

12.2 Default by Tenant. Subject to Landlord providing Tenant notice and the opportunity to cure as required in Section 12.2.1(c), the following events shall be deemed to be events of default by the Tenant under this Lease: (i) if Tenant shall fail to pay any *Gross Rent* or other charge payable by Tenant hereunder within ten (10) days of the date such amount is due; (2) if Tenant shall fail to comply with any term, provision or covenant of this Lease to be observed or performed by Tenant, other than payment of *Gross Rent*; (iii) if an event of Bankruptcy shall have occurred which is not dismissed within sixty (60) days after such Bankruptcy commenced; or (iv) if Tenant shall desert, abandon or vacate the *Premises* or cease regular business operations in the *Premises* for reasons other than casualty, condemnation, repairs and renovations to the *Premises* as allowed under this Lease, for the purpose of taking inventory and on the following holidays: Easter Sunday, 4th of July, Thanksgiving Day, Christmas Day and New Year's Day.

12.2.1 Upon the occurrence of any such event of default, Landlord shall have the option to pursue any one or more of the following remedies, as well as other remedies provided by law, without any notice or demand, except as provided by this Lease.

- (a) Termination of Lease. Landlord shall forfeit and terminate the Lease. In the event of such termination Tenant shall immediately surrender the *Premises* to Landlord and if Tenant fails to do so, Landlord may enter upon and take possession of the *Premises* and expel or remove Tenant and any other person who may be occupying said *Premises* or any part thereof, and any personal

property or trade fixtures located therein; provided however, that Landlord shall deal with Tenant's property in a commercially reasonable manner and shall allow Tenant a reasonable opportunity to recover its property. In the event of forfeiture of the Lease as herein provided, Tenant agrees that the Security Deposit being held by Landlord hereunder shall be applied by Landlord to Landlord's damages for Tenant's default in addition to and not in lieu of any unpaid rent or any other damages accruing to Landlord by reason of violation by Tenant or any of the terms, provisions and covenants of the Lease.

- (b) **Guarantors' Cure of Tenant Default.** In the event that Tenant shall be in default beyond any applicable cure period under this Section 12, Landlord shall have the right to enforce the *Personal Guaranty* of the *Guarantors* to perform any and all conditions and covenants of the Lease to cure such default on behalf of Tenant.
- (c) **Notice of Default.** Landlord may not exercise any remedy for default of the Lease unless Landlord has given written notice to the Tenant (*Guarantors*), specifying the nature of the default and the Tenant failed: (a) within ten (10) days after notice to cure the default, if the default is the failure to pay money due to the Landlord; (b) within thirty (30) days after notice to cure the default (or, if such default is of such nature that it cannot be reasonably cured within such thirty (30) day period, then within such additional period of time as may be reasonably required to cure such default provided Tenant is using diligent efforts to cure such default and such efforts are commenced within such thirty (30) day period), if the default is other than the failure to pay money due to the Landlord. Upon receipt of such written notice, Tenant shall initiate action to cure the default and reasonably promptly pursue that action to completion.
- (d) **Landlord Duty to Mitigate.** Notwithstanding any other provision hereof to the contrary, Landlord shall use reasonable efforts to mitigate its damages in the event of any breach or default by Tenant. Landlord's agreement to use reasonable efforts to relet the *Premises* shall (i) not be deemed to impose any obligation on Landlord to lease Tenant's *Premises* prior to other vacant space in the *Property*, or (ii) accept any tenant which does not fulfill Landlord's reasonable and customary criteria for new leases of similar space, for Landlord's merchandising of the *Property*, or for Landlord's tenant mix for the *Property*.

13. RESERVATION OF RIGHTS BY LANDLORD

13.1. Landlord Alteration Rights. Landlord reserves the right to make additions, alterations or improvements to and expansions of any building (including improvements beneath and above the *Premises*) on the *Property* and of any other portions of the *Property* (including the placement of temporary and permanent kiosks in Common Areas) and to construct other

improvements with resultant diminution of air, light or view to or from the *Premises*; install or relocate street entrances, passages, elevators, stairways, pipes, ducts, conduits and mechanical spaces; alter exterior walls, balconies, atriums, terraces or roofs; and alter any of the Common Areas which shall not materially and adversely affect Tenant's use of the *Premises*.

13.2. Landlord Entry Rights. Upon reasonable advance notice to Tenant, Landlord and its agents shall have the right to enter the *Premises* at all reasonable hours or at any time in case of emergency (in which no notice is required) to inspect the *Premises* or perform or make any maintenance, repairs, replacements, alterations, improvements or additions which Landlord may deem necessary or desirable and Landlord shall be allowed to take all material into the *Premises* as may be required for such purpose. Landlord shall perform all such work which is to be performed in the *Premises*, unless otherwise required in an emergency, during non-selling hours and in a manner so as to minimize the interference with the operation of Tenant's business in the *Premises*. Landlord shall immediately restore the *Premises* to its condition prior to the time such work in the *Premises* was performed. Notwithstanding anything to the contrary contained in this Section 13.2, if any work to be performed by Landlord within the *Premises* pursuant to this Section 13.2 is so extensive and disruptive that Tenant is forced to close the *Premises* for business for more than one (1) business day, then, as Tenant's sole and exclusive remedy on account thereof, the *Gross Rent* shall be abated commencing one (1) business day after Tenant closes the *Premises* for business and continuing until the date Landlord substantially completes such work.

13.3 Landlord's Broker Entry Rights. During the six (6) months prior to the expiration of the Term of this Lease, Landlord and/or its real estate services broker shall have the right to enter the *Premises* during normal business hours to show the *Property* and *Premises* to prospective tenants with reasonable notice to the Tenant. Landlord will notify Tenant by phone and/or email when Broker will enter the *Premises*.

13.4. Landlord Sale and Nonrecourse. Upon any sale or transfer (by operation of law or otherwise) of the *Property* or any portion of the *Property* containing the *Premises*, Landlord shall be relieved from all obligations of Landlord under this Lease. Tenant agrees to attorn to any new owner, provided that any such new owner first agrees in writing to recognize, if Tenant performs all of Tenant's obligations under this Lease, all of Tenant's rights under this Lease, including Tenant's right to possession of the *Premises*. If Landlord fails to timely perform any obligation in this Lease and as a consequence, Tenant recovers a money judgment against Landlord, such judgment shall be satisfied only out of the interest Landlord then holds in the *Property* and Landlord shall not be liable for any deficiency. Tenant shall not offset any claim or judgment against the *Payment Obligations*.

14. MISCELLANEOUS

14.1. Landlord Waiver. Landlord shall waive all statutory and/or contractual liens against Tenant's trade fixtures, equipment and personal property. Concurrent with Landlord's execution of this Lease, Landlord shall execute a waiver, in substantially the form attached hereto as Exhibit E, of any statutory or contractual lien against Tenant's trade fixtures, equipment and personal property for the purposes of Tenant's financing of its trade fixtures, equipment and other personal property used in the *Premises*.

14.2 Notices. Any notice, demand, request or other communication which may be or is required to be given under this Lease shall a) be delivered in person or sent by United States certified or registered mail, postage prepaid, return receipt requested, or by Federal Express or any other nationally recognized overnight courier service, b) be deemed received upon the earlier of actual receipt, the second business day after mailing and on the first business day after deposit with an overnight courier, and c) be addressed to Landlord or to Tenant, as applicable, at the address on page one of this Lease or such substitute or additional address as either party by notice to the other shall designate.

14.3. Entire Agreement. This Lease (which includes any Exhibits and Schedules, if any, attached to or referenced on the last page of the main body of this Lease) constitutes the entire agreement between Landlord and Tenant with reference to the *Property* and all prior representations, warranties, inducements and agreements are without force or effect. If any provision of this Lease shall be held invalid or unenforceable, the remaining provisions shall not be affected. This Lease may be amended only in writing. This Lease shall be binding upon and benefit Landlord, Tenant and their respective successors and assigns. This Lease does not create a joint venture or partnership between Landlord and Tenant. No waiver of performance of provision of this Lease or any legal or equitable remedy shall be binding against the party alleged to have waived unless the waiver shall be in writing. No waiver shall be extended by implication, custom or practice to any situation or circumstance not expressly described and shall not be interpreted as applying to any obligations of a recurring nature, unless so stated with particularity.

14.4. Individual Authority. Any individual signing this Lease on behalf of the Tenant individually represents and warrants that such individual has the power and proper authorization to bind Tenant to this Lease without any other signatures, consents or authorizations.

14.5. Estoppel Certificates. Upon the reasonable request of the other party, Landlord and Tenant agree to execute and deliver to the other within 30 days after such request a certificate in a form reasonably satisfactory to both parties and: (a) certifying that this Lease has not been modified except as set forth in such certificate and is in full force and effect as modified; (b) specifying the date to which *Gross Rent* has been paid; (c) stating whether or not, to the actual knowledge of the party executing such certificate, the other party thereto is in default and, if so, stating the nature of such default; (d) stating the Rent Commencement Date; (e) stating which Renewal Options have been exercised, if any; and (f) affirming such other factually accurate matters pertaining to the provisions or subject matter of this Lease as may be reasonably requested by the other party.

14.6. Applicable Law. This Lease and the rights and obligations of the parties arising hereunder shall be construed in accordance with the laws of the State of Missouri.

14.7. Attorneys' Fees. In the event Landlord or Tenant shall commence any legal proceedings to enforce any of the terms, covenants or provisions of this Lease, the prevailing party pursuant to an unappealable final judgment shall be entitled to recover its litigation costs and reasonable attorneys' fees arising out of such litigation. In the event of litigation that results

in both Landlord and Tenant prevailing on claims and defenses, the court before which the case is tried shall decide which party(ies) is/are the "prevailing party" and shall award attorney's fees as are equitable in light of the issues resolved, amount of damages awarded and general outcome of the litigation.

14.8. Waiver of Jury Trial. To the extent permitted by applicable law, and acknowledging that the consequences of said waiver are fully understood, Landlord and Tenant hereby expressly waive the right to trial by jury in any action taken with respect to this Lease and waives the right to interpose any set-off or non-compulsory counterclaim of any nature or description in any action or proceeding instituted pursuant to this Lease.

15. DAMAGE AND DESTRUCTION

15.1 Mutual Termination Right in Last Year of Term. If the *Premises* are damaged by a fire or other casualty to the extent the cost of restoration thereof would exceed fifty percent (50%) of the amount it would have cost to replace the *Premises* in its entirety at the time such damage or destruction occurred, and if the unexpired portion of the Term of the Lease shall be one (1) year or less on the date of the damage, then either Landlord or Tenant may elect to terminate the Lease by giving notice to the other of its election to do so within thirty (30) days after such occurrence. If Landlord or Tenant exercises its right to terminate the Lease, then the Lease shall cease, effective as of the date of such damage, and all *Gross Rent* and other charges payable by Tenant shall be adjusted as of that date.

15.2 Tenant Right to Terminate if Premises Not Repaired Within Six Months. If the *Premises* are damaged by a fire or other casualty, and the *Premises* shall not be restored by Landlord within six (6) months (subject to force majeure events) following the date of such damage, then Tenant shall have the right, as its sole right and remedy on account thereof, at any time after the expiration of such six (6) month period, to terminate the Lease by written notice to Landlord, which notice shall be given in accordance with the provisions of Section 14.2, whereupon this Lease shall terminate, the *Gross Rent* and other charges payable hereunder shall be adjusted as of the date of such notice, and neither party shall have any further obligations under the Lease.

16. ADA COMPLIANCE

Landlord and Tenant acknowledge that, in accordance with the provisions of the Americans with Disabilities Act (the "ADA"), responsibility for compliance with the terms and conditions of Title III of the ADA may be allocated as between Landlord and Tenant. Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant agree that the responsibility for compliance with the ADA shall be allocated as follows: (i) Tenant shall be responsible for compliance with the provisions of Title III of the ADA with respect to the construction by Tenant of Tenant's Work and alterations performed by Tenant within the *Premises*, (ii) Landlord shall be responsible for compliance with the provisions of Title III of the ADA in providing all of Landlord's Work required under this Lease, and (iii) Landlord shall be responsible for compliance with the provisions of Title III of the ADA with respect to the parking areas, sidewalks and walkways, together with all other Common Areas. Landlord and

Tenant each agree to indemnify and hold each other harmless from and against any claims, damages, liabilities and costs (including reasonable attorney's fees) arising out of Landlord's or Tenant's failure, or alleged failure, as the case may be, to comply with Title III of the ADA as set forth above, which indemnification obligation shall survive the expiration or termination of this Lease. Landlord and Tenant each agree that the allocation of responsibility for ADA compliance shall not require Landlord or Tenant to supervise, monitor, or otherwise review the compliance activities of the other with respect to its assumed responsibilities for ADA compliance as set forth herein. The allocation of responsibility for ADA compliance between Landlord and Tenant, and the obligations of Landlord and Tenant established by such allocations, shall supersede any other provisions of the Lease that may contradict or otherwise differ from the requirements of this Section.

[SIGNATURES ON FOLLOWING PAGE]

The parties have executed and delivered this Lease as of the date on the top of page one.

Landlord:

THE CITY OF UNIVERSITY CITY,
MISSOURI

WITNESSES:



By: 
Its: City Manager

Tenant:

KMC BAKERY TWO, LLC

By: 
Kathleen M. Caton, Manager

EXHIBITS

- A Location of Property
- B Location of Premises
- C Landlord's Work
- D Personal Guaranty
- E Landlord's Release

EXHIBIT A

Location of Property: 6323 Delmar Blvd, St Louis, Missouri 63130

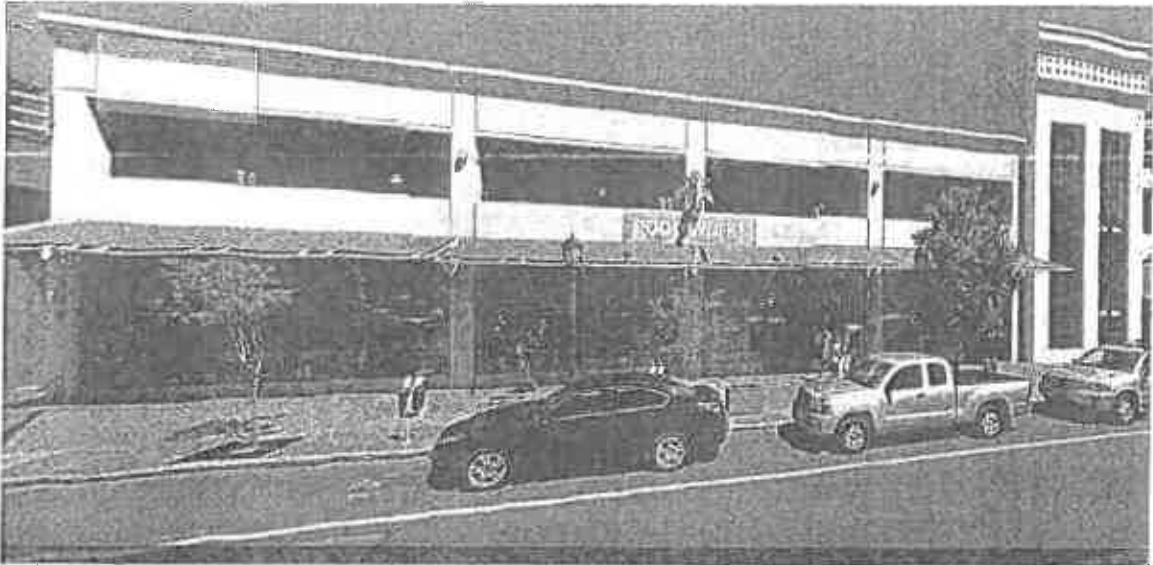


EXHIBIT B

LEASE PLAN

Location of Premises: Tenant Space No. 2 of 6323 Delmar Blvd., St. Louis, Missouri 63130

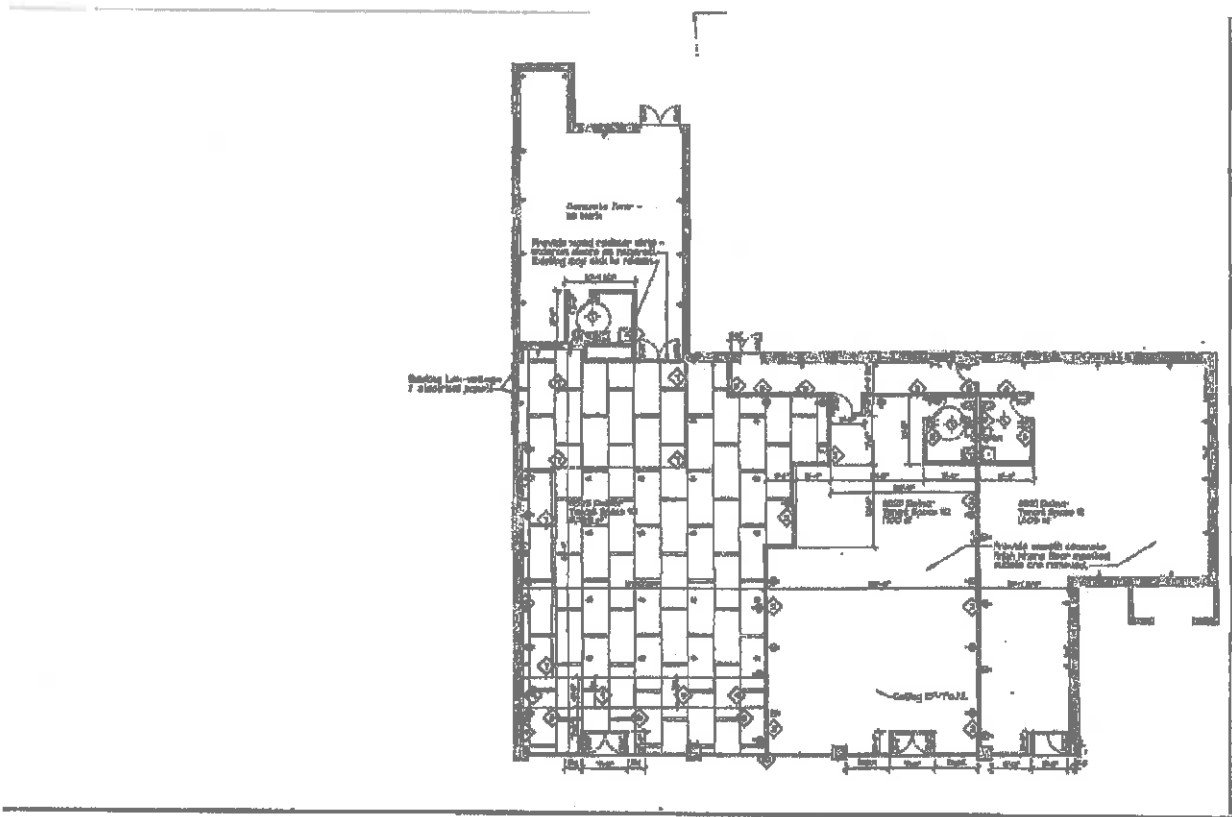


EXHIBIT C

Landlord's Work

I. Landlord's Work: The Landlord's Work shall be limited to the following:

A. Store Front/Doors

1. Storefront Design: Storefront will be designed by Landlord's architect to include a black anodized aluminum storefront with 1" insulated clear glass.
2. Doors: One (1) double front door 6'-0" x 7'-0" and one (1) metal back door 3'-0" x 7'-0".

B. Interior Finish

1. Floor: All existing floors shall be removed. All floors will be concrete slab level and smooth with no cracks. The floor slab shall be designed to carry live loads in accordance with the governing building codes.
2. Walls: Demising walls to be built with 3 5/8" or 6" metal studs 16" on center with 5/8" gypsum board to the roof deck, fire sealed, taped, floated and sanded to the existing roof deck ready to receive finishes. Perimeter masonry walls will be furred out with 1 5/8" metal studs or hat channels and 5/8" gypsum board to the roof deck above, fire sealed, taped, floated and sanded to the existing roof deck ready to receive finishes. The balance of the perimeter and demised walls shall be taped and floated to meet or exceed local building codes.
3. Restroom: One (1) restroom facility in accordance with governmental and local codes including but not limited to ADA requirements. Restroom will have one (1) exhaust fan/light fixture combination vented per code and controlled by a single switch. Where the local codes require more than one restroom based on store size, Landlord will install the additional restroom facility at Landlord's sole cost and expense.
4. Landlord to install one mop sink with fixtures if required by code.

C. Electrical Work

1. Landlord will furnish one (1) dual face electric wall receptacle for every 20 linear feet of demised partition and one (1) GFCI outlet for the restroom.
2. Landlord shall provide in the Premises one 200 amp electric service 42 pole panel and meter base and meter provided in a 120/208 volt 3 phase 4 wire format to the Premises. Electric distribution provided by Landlord to lighting, emergency lighting and receptacles from the Tenant electric panel.

3. One (1) 6 gallon electric water heater mounted on a platform above the restroom ceiling with pan.
4. One (1) 20 amp circuit with junction box for signage. Provide conduit from the panel to the junction box located at the interior front wall of the Premises. Landlord to provide pull string and Tenant is responsible to pull wire and make connections.

D. Heating and Air Conditioning

1. Landlord will provide a heating, ventilating and air-conditioning system that is rated approximately one ton for every 300 square feet leased to Tenant. Includes standard distribution and controls.

E. Utilities

1. Water, Gas, Etc.: Normal waste lines shall be brought to the Premises, stubbed in and connected to the public sewer. Landlord will provide an additional 4" sewer stub at a location designated by Tenant for Tenant's kitchen sink.
2. Water and electricity will be brought to the Premises. Landlord shall supply the water meter and backflow prevention device.
3. Telephone: Landlord to provide conduit with a pull string to facilitate telephone service to the Premises. Conduit and pull string to extend from Landlord's telephone junction board to a point within Tenant's stockroom as indicated on Tenant's plans.

F. Fire Protection

1. Fire protection system will be provided if required by code and will be designed as one grid system for the entire building. Sprinkler heads dropped to 12' above the finished floor.

EXHIBIT D

PERSONAL GUARANTY

In order to induce Landlord to enter into that certain Lease dated October 28, 2015 (the "Lease") between Landlord and KMC Bakery Two, LLC, a Missouri limited liability company ("Tenant"), and in consideration of the benefits inuring to the undersigned (the "Guarantor") under said Lease, the receipt and sufficiency of which is represented by the Guarantor to Landlord to be sufficient and adequate, the Guarantor hereby unconditionally guarantees the performance of all of Tenant's obligations under the Lease, including, without limitation, the payment of Rent as provided therein. This Guaranty shall remain in full force throughout the first six (6) years of the Term. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, legal representatives, successors and assigns, and shall inure to the benefit of Landlord and Landlord's successors and assigns. If there is more than one Guarantor, the liability of each Guarantor shall be joint and several.

This Guaranty is a guaranty of payment and performance and not of collection. Guarantor hereby waives notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices to Guarantor of default by Tenant under the Lease, and Guarantor hereby waives diligence, presentment, protest and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby. Guarantor further agrees that Landlord shall not be first or concurrently required to enforce against Tenant or any other person, any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor. The liability of Guarantor shall not be affected by any indulgence, compromise, settlement or variation of terms which may be extended to Tenant by Landlord, or agreed upon by Landlord or Tenant, and shall not be affected by any assignment or sublease by Tenant of Tenant's interest in the Lease, nor shall the liability of the Guarantor be affected by the insolvency, bankruptcy (voluntary or involuntary), or reorganization of Tenant, nor by the voluntary or involuntary liquidation, sale, or other disposition of all or substantially all of the assets of Tenant, or by the release of any other guarantor. Landlord and Tenant, without notice to or consent by Guarantor, may at any time or times enter into such modifications, extensions, amendments or other covenants respecting the Lease as they may deem appropriate, and Guarantor shall not be released thereby but shall continue to be fully liable to the performance of all obligations and duties of Tenant under the Lease as so modified, extended or amended.

Guarantor further agrees (1) to indemnify and hold harmless Landlord from and against any claims, damages, expenses, or losses, including to the extent permitted by law, reasonable attorney's fees, resulting from or arising out of any breach of the Lease by Tenant or by reason of Tenant's failure to perform any of Tenant's obligations thereunder, and (2) to the extent permitted by law, to pay any costs or expenses, including reasonable attorney's fees incurred by Landlord in enforcing this Guaranty.

Guarantor acknowledges that Landlord may assign Landlord's rights under the Lease to an institutional investor as security for a loan to be made by such institutional investor to Landlord, and as long as any indebtedness of Landlord shall be outstanding and such assignment

of the Lease shall exist, such institutional investor assignee shall be entitled to bring any suit, action or proceeding against the undersigned for the enforcement of any provision of this Guaranty, and it shall not be necessary in any such suit, action or proceeding to make Landlord a party thereto. This Guaranty may not be modified or amended without the prior written consent of such assignee of Landlord's interest in the Lease, and any attempted modification or amendment without such consent shall be void. Guarantor agrees, at any time, and from time to time, upon not less than ten (10) days prior notice from Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing addressed to Landlord or other party designated by Landlord certifying that this Guaranty is in full force and effect.

All existing and future advances by Guarantor to Tenant and all existing and future debts of Tenant to any Guarantor shall be subordinated to all obligations owed to Landlord under the Lease and this Guaranty. Guarantor assumes the responsibility to remain informed of the financial condition of Tenant and of all other circumstances bearing upon the risk of Tenant's default, which reasonable inquiry would reveal, and agrees that Landlord shall have no duty to advise Guarantor of information known to Landlord regarding such condition or any such circumstance. Landlord shall not be required to inquire into the powers of Tenant or the officers, employees, partners or agents acting or purporting to act on Tenant's behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty. Each Guarantor hereby represents and warrants to Landlord that such Guarantor has received a copy of the Lease, has read or had the opportunity to read the Lease, and understands the terms of the Lease. The provisions in the Lease relating to the execution of additional documents, legal proceedings by Landlord against Tenant, severability of the provisions of the Lease, interpretation of the Lease, notices, waivers, the applicable laws which govern the interpretation of the Lease and the authority of Tenant to execute the Lease are incorporated herein in their entirety by this reference and made a part thereof. Any reference in those provisions to "Tenant" shall mean each Guarantor and any reference in those provisions to the "Lease" shall mean this Guaranty.

If any one or more of the provisions of this Guaranty shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Guaranty, and this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Guaranty shall be construed according to the laws of the State of Missouri (the "State"). By execution hereof, the undersigned specifically consent to this choice of law designation and consent that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from this Guaranty or the Lease shall be litigated only in the courts located in the State, and the undersigned (i) consent and submit to the in personam jurisdiction of any state or federal court located within the State, (ii) waive any right to transfer or change the venue of litigation brought against the undersigned, and (iii) agree to service of process, to the extent permitted by law, by mail.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ACKNOWLEDGING THAT THE CONSEQUENCES OF SAID WAIVER ARE FULLY UNDERSTOOD, THE UNDERSIGNED HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY, THE RIGHT TO INTERPOSE ANY DEFENSE BASED UPON ANY STATUTE OF

LIMITATIONS, ANY CLAIM OF LACHES AND ANY SET-OFF OR NON-COMPULSORY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN ANY ACTION OR PROCEEDING INSTITUTED AGAINST THE UNDERSIGNED OR ANY OTHER PERSON LIABLE ON THE LEASE.

Notwithstanding anything herein to the contrary contained herein, the total maximum liability of the Guarantors under this Guaranty shall be Thirty-Nine Thousand One Hundred Dollars (\$39,100.00).

IN WITNESS WHEREOF, Guarantor(s) has/have caused this instrument to be executed this 23rd day of October, 2015.

Michael R. Caton
Michael R. Caton

Kathleen M. Caton
Kathleen M. Caton

STATE OF MISSOURI)
) ss:
COUNTY OF ST. LOUIS)

On this 23rd day of October, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael R. Caton and Kathleen M. Caton, who are personally known to me to be the same persons who executed the foregoing Guaranty and they acknowledged the execution of the same as their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Kimberly Thomas
Notary Public

My Commission expires: 8.28.2019



KIMBERLY THOMAS
My Commission Expires
March 28, 2018
St. Louis County
Commission #1648787

EXHIBIT E

LANDLORD'S RELEASE

SAMPLE LANDLORD'S RELEASE

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: ABC Company
3132 S KINGSHIGHWAY
ST LOUIS, MO 63129

Lender: Frontier Bank
2825 West Clay
St. Charles, MO 63301

THIS LANDLORD'S RELEASE is entered into among ABC Company ("Borrower"), whose address is 3132 S KINGSHIGHWAY, ST LOUIS, MO 63129; Frontier Bank ("Lender"), whose address is 2825 West Clay, St. Charles, MO 63301; and

Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. Lender agrees to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, and Borrower hereby agrees with Lender and

COLLATERAL DESCRIPTION. The word "Collateral" means certain of Borrower's personal property which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

All inventory.

DISCLAIMER OF INTEREST. Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and disclaims all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any liens or claims it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement.

ENTRY ONTO PREMISES. Landlord and Borrower grant to Lender the right to enter upon the Premises for the purposes of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The right to enter upon the Premises in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower has returned the Collateral to Lender in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to damage any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of the Lender shall survive, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims under this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be construed in accordance with the laws of the State of Missouri. If Landlord is other than an individual, any agent, officer, or other person who signs this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do anything that is appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan, including, without limitation, extending, renewing, rearranging, or accelerating any of the Loan indebtedness.

AMENDMENTS. This Agreement, together with any related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties to be charged with its performance or the alteration or amendment.

NO WAIVER BY LENDER. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission to exercise any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with the provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Landlord, shall constitute a waiver of any of Lender's rights or of any of Landlord's obligations as to any future transactions. Whenever the Lender or Landlord is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent transactions where consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, such finding shall not render the offending provision illegal, invalid, or unenforceable as to any other circumstances. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

DEFINITIONS. The following words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Landlord's Release, as this Landlord's Release may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Release from time to time.

Borrower. The word "Borrower" means ABC Company and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Borrower's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Lender. The word "Lender" means Frontier Bank, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced.

Note. The word "Note" means the Note dated November 2, 2012 and executed by ABC Company in the principal amount of \$100,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit

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Kc

LANDLORD'S RELEASE
(Continued)

agreement.

Premises. The word "Premises" means the real property

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S RELEASE, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED NOVEMBER 2, 2012.

BORROWER:

ABC COMPANY

By: _____
MARY PLEDGE, Manager of ABC Company

LANDLORD:

X _____
Authorized Signer

X _____
Authorized Signer

LENDER:

FRONTIER PAC BANK

X _____
Authorized Signer

DRAFT

LANDLORD'S RELEASE, VAC. 12-2-2003 Copy, Halted Financial Services, Inc. All Rights Reserved. - 800-800-8000 TR-0173 08-08-11

KC

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("Amendment") is made and entered into this 18th day of February, 2016, by and between The City of University City, Missouri ("Landlord"), and KMC Bakery Two, LLC, a Missouri limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain lease dated October 28, 2015 (the "Lease"), whereby Tenant leased certain premises located at 6323 Delmar Blvd., University City, Missouri (the "Property"), containing approximately 1,700 square feet of retail space on the first floor of the Property known as Tenant Space No. 2 (the "Premises").

B. Landlord and Tenant desire to modify the Lease in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 1.2.4 of the Lease is deleted in its entirety and the following is substituted in lieu thereof:

"1.2.4. "Possession Date" shall be February 18, 2016."

2. As amended hereby, the Lease, and each and every provision thereof is hereby ratified and confirmed by Landlord and Tenant and shall remain in full force and effect by and between Landlord and Tenant.

3. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

Landlord:

Tenant:

THE CITY OF UNIVERSITY CITY, MISSOURI

KMC BAKERY TWO, LLC


By: 
Its: City Manager

By: 
Kathleen M. Caton, Manager

GUARANTORS

The undersigned Guarantors hereby agree to the First Amendment to Lease as set forth herein and agree that the Guaranty attached to the Lease shall remain in full force and effect as provided in the Guaranty.


Michael R. Caton


Kathleen M. Caton

**KMC BAKERY TWO, LLC
1427 Dietrich Woods Ct.
Manchester, MO 63021**

HAND DELIVERED

May 16, 2016

Jodie Lloyd
City of University City
6801 Delmar Blvd.
University City, MO 63130

Re: Lease dated October 28, 2015, between The City of University City ("Landlord") and KMC Bakery Two, LLC ("Tenant"), as amended by First Amendment to Lease dated February 18, 2016 (the "Lease") for premises located at 6323 Delmar Blvd., University City, Missouri

Dear Jodie:

Pursuant to Section 2.1 of the Lease, Tenant is to provide a letter to Landlord setting forth the Rent Commencement Date and the date of the end of the Initial Term of the Lease.

The Rent Commencement Date is ninety (90) days from the Possession Date. The Possession Date was February 18, 2016. Therefore, the Rent Commencement Date is May 17, 2016.

The Initial Term of the Lease is six (6) years commencing on the Rent Commencement Date. Pursuant to Section 2.1 of the Lease, since the Rent Commencement Date did not occur on the first day of the month, the first year of the Initial Term includes the partial month of May. Therefore, the Initial Term of the Lease will end on May 31, 2022.

Please confirm the foregoing by signing a copy of this letter and returning it to me.

If you have any questions, please call Mike at (314) 513-0023.

Very truly yours,

ACKNOWLEDGED AND AGREED:

KMC BAKERY TWO, LLC

THE CITY OF UNIVERSITY CITY, MISSOURI

By: Kathleen M. Caton
Kathleen M. Caton
Manager

By: Lehman Walker
Name: Lehman Walker
Title: City Manager

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Second Amendment") is made and entered into this 22nd day of October, 2018, by and between **The City of University City, Missouri** ("Landlord"), and **KMC Bakery Two, LLC**, a Missouri limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain lease dated October 28, 2015, as amended by First Amendment to Lease dated February 18, 2016 (collectively, the "Lease"), whereby Tenant leased certain premises located at 6323 Delmar Blvd., University City, Missouri (the "*Property*"), containing approximately 1,700 square feet of retail space on the first floor of the *Property* known as Tenant Space No. 2 (the "*Premises*").

B. Landlord and Tenant desire to modify the Lease in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. As of the date of this Second Amendment, Tenant owes Landlord three (3) months of Gross Rent in the total amount of \$9,350.01 (the "Unpaid Rent"). Landlord hereby agrees to forgive payment of and abate a portion of the Unpaid Rent in the amount of \$5,000.00. Tenant shall pay the remainder of the Unpaid Rent in the amount of \$4,350.01 in ten (10) monthly installments with the first installment being \$435.01 payable on November 1, 2018 and the remaining nine (9) installments in the amount of \$435.00 each commencing on December 1, 2018 and on the first day of each month thereafter through and including August 1, 2019.

2. Section 12.1 of the Lease is deleted in its entirety and the following is substituted in lieu thereof:

“12.1 Termination of Lease.

(a) Notwithstanding anything to the contrary contained in this Lease, Landlord shall have the right, at any time after May 31, 2019 and throughout the remainder of the Term, to terminate this Lease upon ninety (90) days prior written notice to Tenant (the "Termination Notice"). In the event Landlord elects to terminate this Lease as provided in this Section 12.1(a), then this Lease shall terminate upon the expiration of ninety (90) days after the date of the Termination Notice given by Landlord and Landlord and Tenant shall thereafter be released from all obligations hereunder, except any thereof which shall have accrued prior to the date of termination.

(b) Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right, at any time after May 31, 2019 and throughout the remainder of the Term, to

terminate this Lease upon ninety (90) days prior written notice to Landlord (the "Tenant Termination Notice"). In the event Tenant elects to terminate this Lease as provided in this Section 12.1(b), then this Lease shall terminate upon the expiration of ninety (90) days after the date of the Tenant Termination Notice given by Tenant and Landlord and Tenant shall thereafter be released from all obligations hereunder, except any thereof which shall have accrued prior to the date of termination."

3. As amended hereby, the Lease, and each and every provision thereof is hereby ratified and confirmed by Landlord and Tenant and shall remain in full force and effect by and between Landlord and Tenant.

4. The provisions of this Second Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment as of the day and year first above written.

Landlord:

THE CITY OF UNIVERSITY CITY, MISSOURI

By: _____
Name: _____
Its: _____

Tenant:

KMC BAKERY TWO, LLC

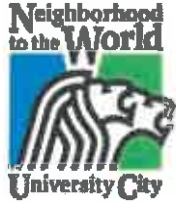
By: Kathleen M. Caton
Kathleen M. Caton
Manager

GUARANTORS

The undersigned Guarantors hereby agree to the Second Amendment to Lease as set forth herein and agree that the Guaranty attached to the Lease shall remain in full force and effect as provided in the Guaranty.

Michael R. Caton
Michael R. Caton

Kathleen M. Caton
Kathleen M. Caton



City Manager's Report Agenda Item Cover

MEETING DATE: October 22, 2018

AGENDA ITEM TITLE: Liquor License for **2 Thumps Up**, 8502 Olive Blvd.

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED? YES

BACKGROUND REVIEW: **2 Thumps Up** has applied for an **Intoxicating Liquor of All Kinds, by the Drink, Retail** liquor license including **Sunday Sales**. The applicant is **Latoshia Morrow**.

- Department Approvals were granted from the Police Department and Planning and Development Department revealed no disqualified information.
- Recommendations from University City citizens are included.
- Petition from business owners within 200 foot radius are included.
- A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business.
- Current voter registration documentation for the applicant was provided.

RECOMMENDATION: City Manager recommends approval.



CITY OF UNIVERSITY CITY
APPLICATION FOR LIQUOR LICENSE
University City Municipal Code, Chapter 800 Section 600.060.

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

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

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

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

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

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

I. BUSINESS APPLYING FOR LICENSE		
A. BUSINESS NAME AND TYPE 2 Thumbs Up LLC		<input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company
B. DESCRIPTION OF PREMISES AND ADDRESS: DESCRIPTION: Restaurant Dine In with extra seating ADDRESS: 8502 Olive Blvd, St Louis, Mo 63132 HOURS OF OPERATION: Mo - Close Tue - Sat Brunch 10am - 2pm Dinner 5pm - 10pm / Sun 10am - 12am		C. PHONE: (314) 395-9679
II. MANAGING OFFICER		
A. NAME: (LAST) Morrow	(FIRST) Latoshia	(MIDDLE INITIAL) H
B. ADDRESS, CITY & ZIP CODE: 3532 Brown Rd Saint Louis, Mo 63114		C. PHONE: (314) 873-8668
D. DATE OF BIRTH: [REDACTED]	F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)	
G. PREVIOUS ADDRESS: (IF NOT AT PRESENT ADDRESS FOR 5 YEARS OR MORE)		
H. IF FOREIGN BORN, PLEASE STATE COUNTRY, PLACE AND STATE OF NATURALIZATION:		
I. MISSOURI RESIDENT SINCE: (MONTH & YR) 01/14/1986	K. TOWNSHIP: University City	L. COUNTY: Saint Louis
M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT: Manager		
N. NAME OF CORPORATION, PARTNERSHIP OR CLUB: (IF APPLICABLE)		
FOR PARTNERSHIP OR LIMITED PARTNERSHIP		NUMBER OF MEMBERS: 1
A2. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL PARTNERS: (USE PAGE 7 IF NECESSARY) Latoshia Morrow 3532 Brown Rd, Saint Louis, Mo 63114 (314) 873-8668, 01/14/1986		
FOR CORPORATION OR LIMITED LIABILITY COMPANY		NUMBER OF MEMBERS:
A3. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL OFFICERS, DIRECTORS AND STOCKHOLDERS OWNING 1% OR MORE INTEREST IN THE CORPORATION OR MEMBERS OF A LIMITED LIABILITY COMPANY. (USE PAGE 7 IF NECESSARY)		
OTHER PERSONS		NUMBER OF MEMBERS:
A4. LIST NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH FOR ALL OTHER PERSONS WHO HAVE AN INTEREST IN THE BUSINESS FOR WHICH LICENSE IS REQUESTED. (USE PAGE 7 IF NECESSARY)		
B4. IN WHAT TYPE OF BUSINESS IS EACH OF THE ABOVE PERSONS ENGAGED: (USE PAGE 7 IF NECESSARY)		

III. OTHER INFORMATION

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

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

C. HAS APPLICANT PREVIOUSLY HELD A LIQUOR LICENSE OF ANY TYPE?
 YES NO (IF YES, EXPLAIN, SEE ITEM D)

D. EXPLAIN (WHEN, WHERE?)

E. HAS APPLICANT, OR ANY EMPLOYEE, OR PROPOSED EMPLOYEES, EVER BEEN DENIED A LIQUOR LICENSE, OR HAD A LICENSE TO SELL LIQUOR REVOKED?
 YES NO (IF YES, EXPLAIN, SEE ITEM F)

F. EXPLAIN (WHEN, WHERE?)

G. HAS APPLICANT EVER BEEN EMPLOYED IN ANY CAPACITY BY A BUSINESS WITH A BEER, WINE OR LIQUOR LICENSE?
 YES NO (IF YES, EXPLAIN, SEE ITEM H)

H. EXPLAIN (WHEN, WHERE?)

I. HAS THE APPLICANT, EMPLOYEE, OR PROPOSED EMPLOYEE EVER BEEN CONVICTED OF A VIOLATION OF ANY LAW REGULATING, CONTROLLING, OR PROHIBITING THE SALES OR MANUFACTURING OF INTOXICATING LIQUOR?
 YES NO (IF YES, EXPLAIN, USE PAGE 7 IF NECESSARY)

J. HAS ANY DISTILLER, WHOLESALER, WINE MAKER, BREWER OR ANY EMPLOYEE, OR AGENT THEREOF, HAVE OR PROPOSE TO HAVE, ANY FINANCIAL INTEREST IN THE BUSINESS TO WHICH THIS APPLICATION APPLIES?
 YES NO (IF YES, EXPLAIN, USE PAGE 7 IF NECESSARY)

K. INDICATE THE TYPE OF BUSINESS IF ANY APPLICANT PROPOSES TO CONDUCT ON PREMISES IN ADDITION TO SALE OF INTOXICATING LIQUOR:
 RESTAURANT
 HOTEL DINING ROOM
 OTHER (PLEASE EXPLAIN)

L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ 7,100,000 OTHER (INCLUDING LIQUOR) \$ 100,000

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

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

YES NO

AMOUNT OWED:

\$

NAME:

ADDRESS, CITY, STATE, & ZIP:

PHONE:

OCCUPATION:

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

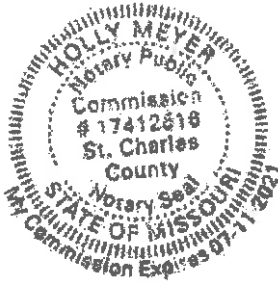
Comes now Latoshia Morrow lawful age, being first duly sworn upon oath, deposes and says that he or she: (1) is the sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license, (2) is authorized to make this application, (3) has read this application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

[Signature]
SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 23rd of March 2018

[Signature]
NOTARY PUBLIC

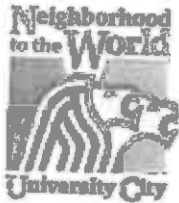
MY COMMISSION EXPIRES: 7-11-2021



THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief _____	Date: _____
Comments: _____	
Community Development _____	Date: _____
Comments: _____	
City Manager _____	Date: _____
Comments: _____	



University City Police Department

Inter-office Memo



Date: 10/11/18

TO: Colonel Hampton, Chief of Police
FROM: Lieutenant Whitley DSN 372
SUBJECT: 8502 Olive (Liquor License Application)
CC:

Business

Two Thumbs Up
8502 Olive
University City, MO 63130

Owner/Applicant

Latoshia H. Morrow
D.O.B. [REDACTED]
3532 Brown Rd.
St. Louis, MO 63114
314-873-8668

Co-Owner/Applicant's Spouse

Wendell Bryant
D.O.B. : [REDACTED]
3532 Brown Rd., St. Louis MO. 63114
314-282-1000

Sir,

I have reviewed the findings of the investigation completed by Detective Daur Nodari concerning the liquor license application submitted by Latoshia H. Morrow, for Two Thumbs Up, 8502 Olive Blvd, University City, MO 63130. Det. Nodari's investigation was thorough and revealed no clear cause for a denial for a City of University Liquor License as applied for by Lashia H. Morrow.

Respectfully Submitted,

Sgt. Whitley DSN 372

Final Approval:

Col. Larry Hampton, Chief of Police

IV. SUNDAY LIQUOR LICENSE

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

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

A. APPLICANT NAME: (LAST) Morrow (FIRST) Catashia (MIDDLE INITIAL) H

B. BUSINESS NAME: 2 Thumbs Up LLC PHONE NUMBER: 314-395-9679

Type of Liquor License held or applied for:

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

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

[Signature]
Signature of Applicant

Manager
Title of Applicant

3/13/2018
Date

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

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

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

1) Date: 3/13/2018 Name: Deborah Lewis
Location of University City real property taxed in your name: Yes 8825 Spruce Ave
How long have you known applicant? 1 year Are you related? No
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 314 728 2787 Signature: Deborah Lewis

2) Date: 3/13/18 Name: Tyler P. [unclear] 8518 Elmwood
Location of University City real property taxed in your name: Yes
How long have you known applicant? 30 Are you related? No
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 314 993 8657 Signature: [unclear]

3) Date: 3/13/18 Name: [unclear]
Location of University City real property taxed in your name: 2527 Cordale
How long have you known applicant? 2 years Are you related? No
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 314 516 3186 Signature: [unclear]

4) Date: 13-14-18 Name: Carlton Barrett 8428 Olive Blvd
Location of University City real property taxed in your name: Yes
How long have you known applicant? 20 yrs Are you related? No
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 314 575-5821 Signature: [unclear]

5) Date: 3/15/14 Name: Katherine Wilbur
Location of University City real property taxed in your name: 8519 Cordale
How long have you known applicant? 14 yrs Are you related? No
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 314-305-3225 Signature: [unclear]

Neighborhood
to the World



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

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

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

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

NAME

ADDRESS

NAME	ADDRESS
Elizabeth M. Etienne	8511 Delmar Blvd. 63130
Olivera	8050 Olive Blvd
	8374 Olive Blvd
	8386 Maplewood 63127
Christina E. Boli	8401 Olive Blvd. 63132
People's Church BSB	8406 Olive Blvd 63132
John M. Boli	8420 Olive Blvd 63132

(Attach additional sheet if necessary)



Police Department
6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 725-2211

MEMORANDUM

TO: Chief Hampton

FROM: Detective Nodari

DATE: 10-12-2018

SUBJECT: SUPPLEMENT to Liquor License Application; Two Thumbs Up

Business

Two Thumbs Up, LLC.
8502 Olive Blvd., University City MO, 63132

Owner/Applicant

Latoshia H Morrow
[REDACTED]

3532 Brown Rd., St. Louis MO, 63114
314-873-8668

Co-Owner/Applicant's spouse

Wendell Bryant
[REDACTED]

3532 Brown Rd., St. Louis MO, 63114
314-282-1000

On 10-12-2018, at around 1300 hrs. (1pm), Latoshia H. Morrow came to the station and brought an amended page 7 of the Liquor License application (section V). On this page, Latoshia H. Morrow listed seven citizens whose residence includes Crixdale Avenue, as well as other addresses all within 200 feet of the establishment.

Respectfully,

Detective Daur N. Nodari, DSN 466

Neighborhood
to the World



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

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

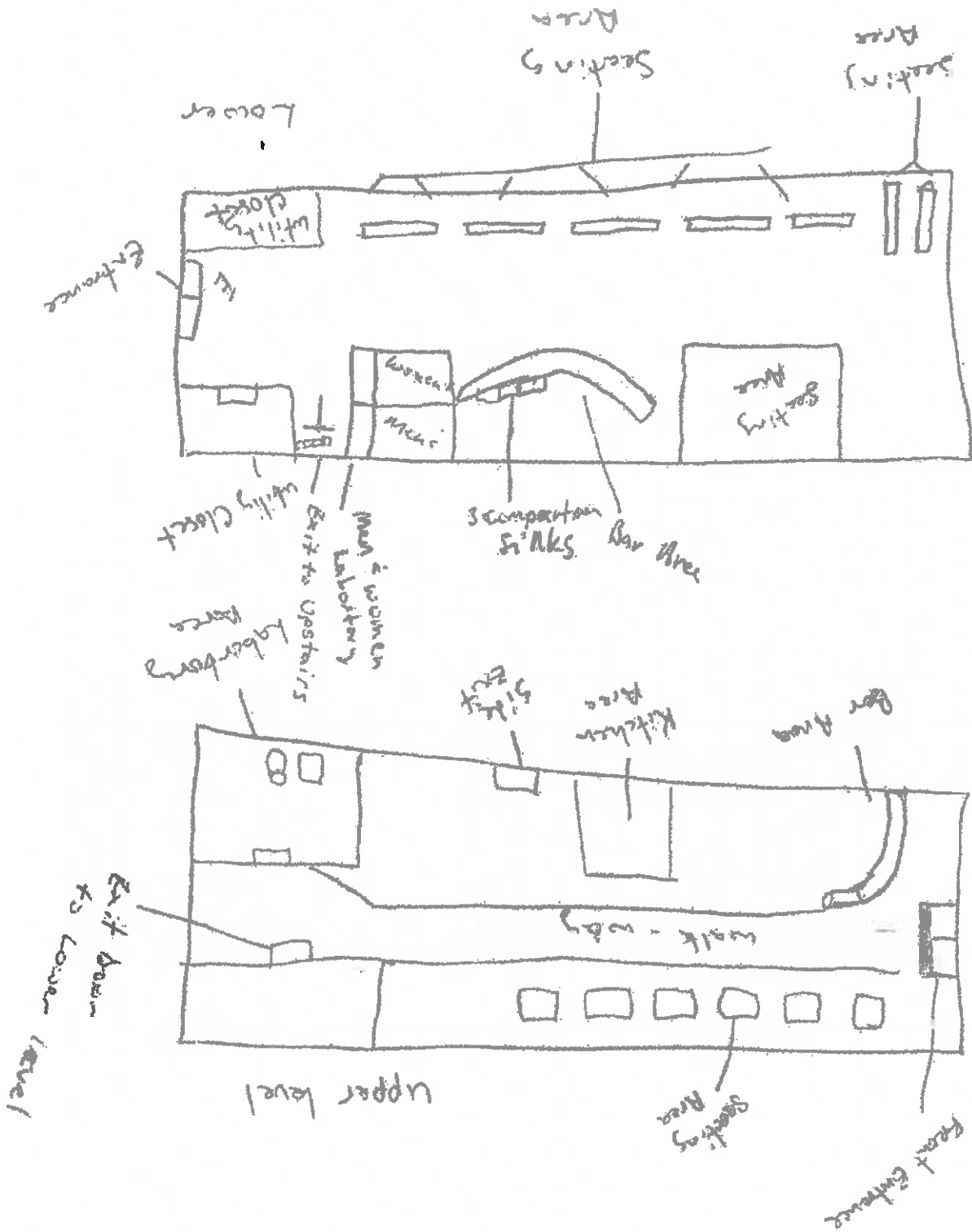
Under Chapter 600, Section 600.080, a petition must be submitted in favor of the license. Please Note: In the absence of valid petitions, the city council must have a five-sevenths vote to approve the license.

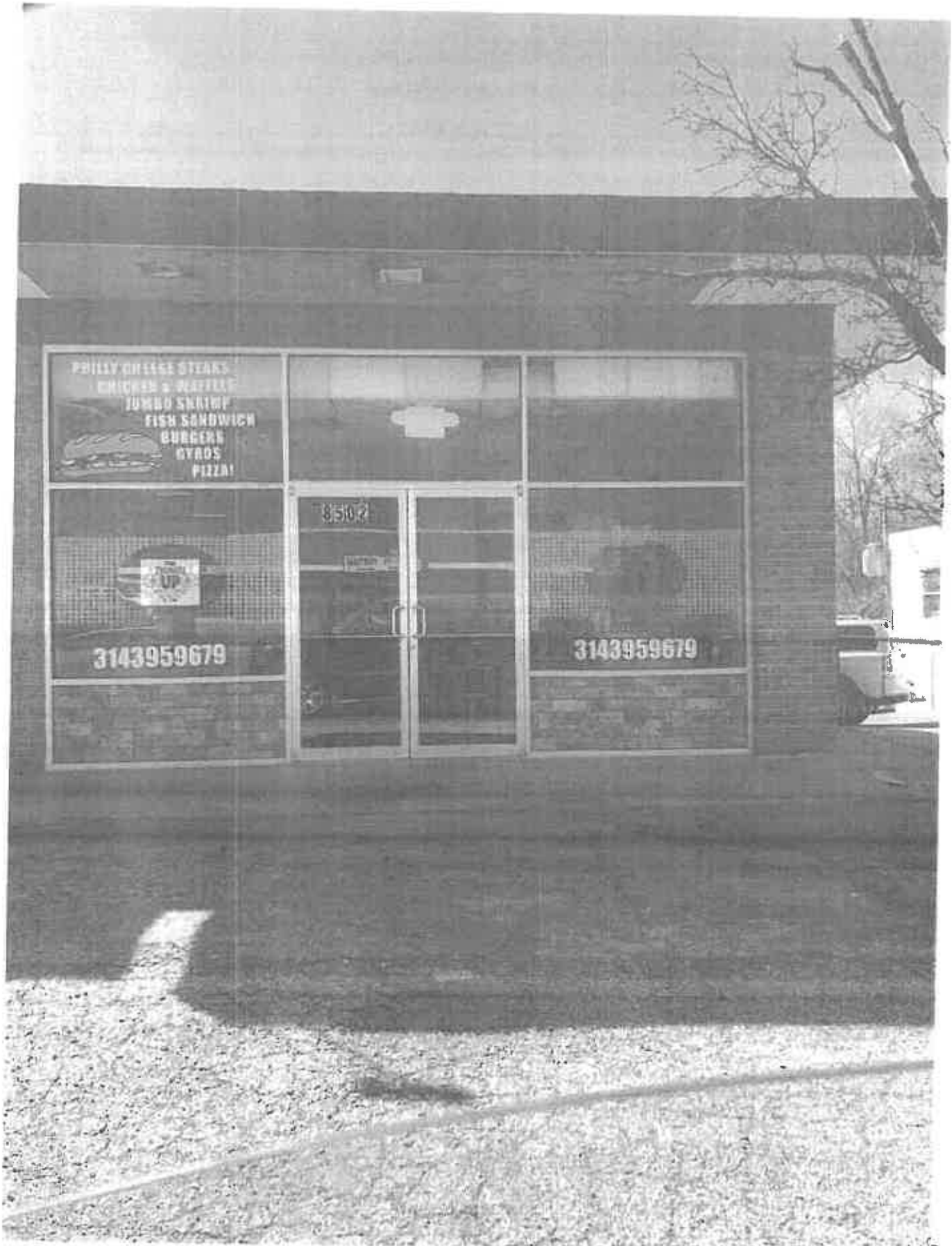
The undersigned taxpaying citizens, record owners of property within a radius of 200 feet of the primary public entrance of the premises in which the applicant proposes to sell intoxicating liquor, and owners occupying or conducting a business on the main or surface floor of buildings within such radius,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

NAME	ADDRESS
Elizabeth J. E. [unclear]	8511 Edmonson Lane 63132
Christopher [unclear]	8450 Olive Blvd
[unclear]	8524 Olive Blvd
[unclear]	8226 Montreal Dr 63132
Andrew [unclear]	8401 Olive Blvd. 63132
[unclear]	[unclear]
[unclear]	[unclear]
1. Eason [unclear]	8429 Crivdale Dr 63132
2. Joyce [unclear]	8433 Crivdale Ave 63132
3. Ho Anh Hoj	8507 Crivdale Ave 63132
4. Max [unclear]	8256 Olive Blvd 63132
5. [unclear]	8506 Olive Blvd 63132
6. [unclear]	8437 Olive Blvd 63132
7. Sam Dang	8435 Olive Blvd 63132

(Attach additional sheet if necessary)

Blue Print Layout 8502 Olive Blvd 2 Thumbs UP





PHILLY CHEESE STEAKS
CHICKEN & Waffles
JUMBO SNIFF
FISH SANDWICH
BURGER
GYROS
PIZZA!

3143959679

8502

3143959679

TRUDI MCCOLLUM FOUSHEE
Secretary

MATTHEW W. POTTER
Commissioner

ERIC FEY
Director of Elections



SHARON BUCHANAN-MCCLURE
Chair

PEGGY BARNHART
Commissioner

RICK STREAM
Director of Elections

CERTIFICATE OF REGISTRATION

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



This is to certify that **Latoshia Hope Morrow** is a resident and registered voter in
Precinct **27** of **Normandy** Township of the County of **St. Louis** and the
State of Missouri having registered on **3/19/18**

I do hereby certify the following to be true and correct information obtained from the voter registration
file and verified by the applicant.

Current Address: **3532 Brown Road**
City/State/Zip: **Saint Louis, Missouri 63114**
Date of Birth: **[REDACTED]**
U. S. Citizen: **YES**

IN WITNESS WHEREOF, I hereunto set my hand and the seal of said Board of Election
Commissioners located in St. Louis County, Missouri, this 19 day of March,
2018.

Melissa Moore
Signature of Election Board Official

(Seal)

BOARD OF ELECTION COMMISSIONERS
725 Northwest Plaza Drive • Saint Ann, MO 63074 • PH-314/615-1800 •
FAX 314/615-1999 Relay MO 711 or 800-735-2966 • web http://
www.stlouisco.com/yourgovernment/elections

C'Reg 6/1/2013

TAXATION DIVISION
P O BOX 3666
JEFFERSON CITY MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: (573) 781-9268
Fax: (573) 522-1265
E-mail: tschirra@doe.mo.gov

CERTIFICATE OF NO TAX DUE

2 THREBS UP LLC
3532 BROWN RD
OVERLAND MO 63114

DATE: MARCH 19, 2018

MISSOURI TAX ID NUMBER: 23176663

LOCATION: UNIVERSITY CITY

To Whom it may concern: The Department of Revenue, State of Missouri, certifies that the above listed taxpayer/account has filed all required returns and paid all Sales tax due, including penalties and interest, or does not owe any Sales tax, according to the records of the Missouri Department of Revenue, as of March 19, 2018. These records do not include returns that are not required to be filed as of this date for taxes previously collected or that have been filed but not yet processed by the Department.

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

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

Sincerely,

A handwritten signature in black ink that reads "Esta Zaring".

Esta Zaring
Administrator, Business Tax
Taxation Division

CF:DU0990

CSN020
201724300300500



Council Agenda Item Cover

MEETING DATE: October 22, 2018

AGENDA ITEM TITLE: Toro Multi-Pro 1750 Dedicated Sprayer – Golf Course

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: The Golf Course Division of the Public Works and Parks Department has a large commercial- type dedicated sprayer that has reached the end of its service life and requires replacement. Several models and brands were tested and the Toro Multi-Pro 1750 Dedicated Sprayer was determined to best suit our needs. This unit is eligible for purchase using a cooperative purchasing contract through National Intergovernmental Purchasing Alliance (IPA). The total purchase price with the necessary options is \$33,525.38. Funding for this item was budgeted in the CIP (PW19-11) for \$40,000.

This equipment purchase is budgeted in University City's Capital Improvement Program for FY2019.

RECOMMENDATION: City Manager recommends that this unit be purchased through MTI Distributing for \$33,525.38 using the National IPA Contract #R141201

ATTACHMENTS:

- 1) MTI Quote, National IPA Reference Page
- 2) Unit Photo

Toro Company Pricing

The award provides discount off Toro Commercial current year MSRP on the following Toro equipment:

- Sports Fields and Grounds Equipment **21.8% off** current year MSRP
- Golf Course Maintenance Equipment **21.8% off** current year MSRP
- Related Equipment Parts up to **50% off** list
- Used Equipment dependent on age, hours and condition
- Golf Irrigation Wholegoods, Accessories and Attachments **40% off**
- Residential Commercial (ResCom) Irrigation Wholegoods, Attachments and Accessories **40% off**
- Irritrol Irrigation Wholegoods, Attachments and Accessories **40% off**
- Rainmaster Irrigation Wholegoods, Attachments and Accessories **17%-30% off**
- Sentinel Irrigation Wholegoods **30% off**
- Residential Landscape Contractor Equipment Wholegoods, Attachments and Accessories **27% off**
- Site Works Systems Equipment Wholegoods, Attachments and Accessories **17% off**
- Boss Equipment, Attachments and Accessories **25% off**
- Allied Products Provided by Third Party not to exceed list price

Smart Value Program:

In addition to the discount off Toro's Commercial list price, this agreement offers the Smart Value Program, a volume incentive program. This program provides the customer with a level of dollars available to be used to purchase additional whole goods, accessories, attachments, parts or extended warranty based on the volume of purchase.

For additional information, contact your local Toro Commercial distributor. To find your local distributor, [click here](#).

Attn: Mr. Ken Morgan

7/26/2018



Ruth Park GC

TORO TURF MAINTENANCE EQUIPMENT QUOTE

<i>Toro Dedicated Sprayer</i>	<i>MSRP</i>	<i>National IPA Contract Price</i>
<i>New TORO MULTI-PRO 1750 DEDICATED SPRAYER, 27 hp Kohler CH740 Command Series Twin-Cylinder Gas Engine, Multi-Function On-Board Mini InfoCenter, 175 Gallon Capacity Spray Tank, 6 Diaphragm Positive Displacement Spray Pump, Sprayer Controls, 18.5' Three Section Triangular Truss Open Booms, Heavy-Duty Hydraulic Lift Boom Actuators, Set of 0.8 GPM TeeJet Air Induction Flat Fan Nozzles & Set of 1.00 GPM TeeJet Air Induction Flat Fan Nozzles (41188, 120-0704, 120-0705)</i>	<i>\$38,268.00</i>	<i>\$30,157.90</i>
<i>Optional: CLEAN RINSE KIT, Simplifies and automates the triple-rinse process which in turn provides sizeable savings in man hours (41208)</i>	<i>\$1,533.00</i>	<i>\$1,198.81</i>
<i>Optional: FOAM MARKER KIT, with mount kit (41249 & 136-0457)</i>	<i>\$2,773.23</i>	<i>\$2,168.67</i>
<i>SUBTOTAL</i>		<i>\$33,525.38</i>

- Applicable sales tax is not included
- All New Toro Commercial Equipment is Sold with a 2 Year Manufactures Warranty
- Set-Up & Delivery at No Charge
- No charge registration with national ipa required
- Quote pricing valid for 30 days
- 2.5% Service Fee applied to all invoices paid via Credit Card

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us at 314-506-4137.

Ed Eschbacher & Mandi Prinsen, Certified Professional Sales Representatives





Council Agenda Item Cover

MEETING DATE: October 22, 2018

AGENDA ITEM TITLE: Capital Improvement Program Amendment

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

This agenda item ask Council to consider amending Capital Improvement Program project number FIR-1902 pumper truck purchase, see attachment. With the hiring of additional firefighter paramedics the intention is to move towards in-house ambulance service. As such new ambulances must be purchased. If approved this item would delete the pumper truck purchase and replace it with the purchase of two ambulances. One ambulance would be budgeted for FY19 purchase and a second ambulance for FY20.

RECOMMENDATION:

The City Manager recommends approval of this amendment.

ATTACHMENTS:

1. Fire Department - Project 1902 Capital Improvement Plan

Capital Improvement Plan
City of University City, Missouri

FY 19 thru FY 23

Department Fire Department
Contact
Type Equipment
Useful Life 25 years
Category Unassigned
Priority 2 Very Important

Project # FIRE - 1902
Project Name Pumper Truck Purchase

Total Project Cost: \$500,000

Description

This project is to provide funding for the purchase of a pumper truck.

Justification

The existing pumper truck is needed so that Fire can rotate the 2012 pumper to a reserve status. The current reserve pumper truck is a 1999 model and has become unreliable.

Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
Equip/Vehicles/Furnishings	250,000	250,000				500,000
Total	250,000	250,000				500,000

Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
Public Safety Sales Tax Fund	250,000	250,000				500,000
Total	250,000	250,000				500,000

Budget Impact/Other



Council Agenda Item Cover

MEETING DATE: October 22, 2018

AGENDA ITEM TITLE: Formal Appointment of Fire Chief William Hinson

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

City Manager Gregory Rose appointed Interim Fire Chief Will Hinson to the permanent position on October 11, 2018.

The formal oath of office will be conducted during the October 22, 2018 City Council Meeting with his wife Debbie performing the honor of pinning him with his new badge.

Council Agenda Item Cover

MEETING DATE: October 22, 2018

AGENDA ITEM TITLE: US Army Corps of Engineers – River Des Peres Update Study

AGENDA SECTION: City Manager’s Report

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND REVIEW:

The US Army Corps of Engineers (USACE) has proposed conducting an update to the River Des Peres study. University City is considered to be a co-sponsor of this study. Representatives of the USACE will be presenting the current status of the project.

A draft letter of intent is also attached for review. This letter indicates that the City wishes to continue with the study and understands that there is a cost for University City, which Metropolitan St. Louis Sewer District has assumed under the Intergovernmental Agreement dated September 28, 2016 (copy attached).

RECOMMENDATION:

City Manager recommends that the attached Letter of Intent be approved by the City Council for signature.

ATTACHMENT:

1. USACE River Des Peres Study Update
2. Draft Letter of Intent
3. University City-MSD Intergovernmental Agreement

UNIVERSITY CITY COUNCIL MEETING RIVER DES PERES, MISSOURI AUTHORITY

Shawn Sullivan
Strategic Planning Coordinator

Michelle Kniep
Plan Formulation

24 September 2018

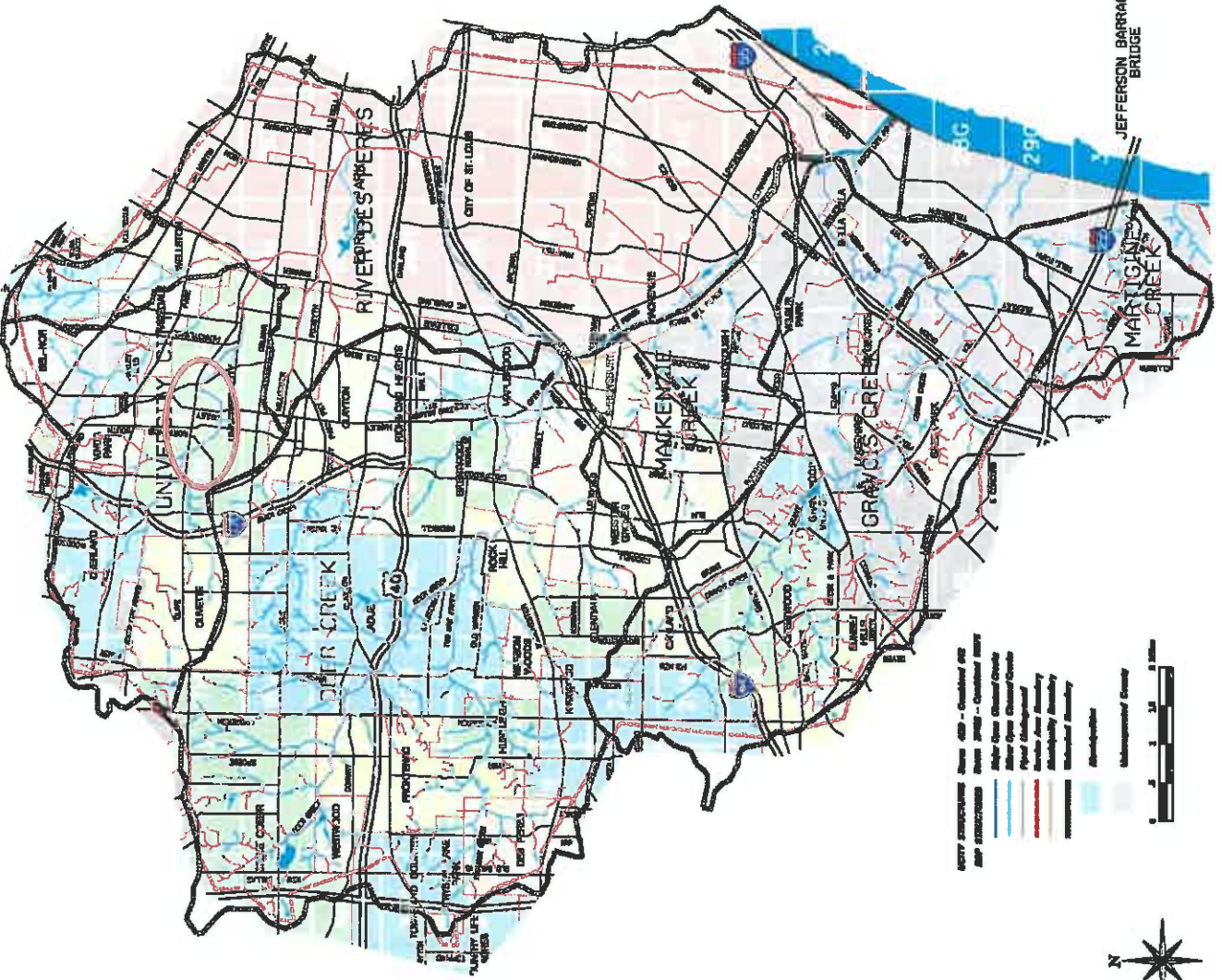


**US Army Corps
of Engineers**



U.S. ARMY

River Des Peres Watershed



US Army Corps of Engineers

BACKGROUND

- At the direction of Congress, the Corps first started looking at urban flood problems in the Metro St. Louis area in the 1970's.
- River Des Peres in the vicinity of 82nd Blvd to Purdue Ave was a flood prone area to further investigate.
- 10 square mile watershed that is densely developed.
- Records of flooding since the 1950's.
- River is subject to flash flooding



**US Army Corps
of Engineers**

STUDY AND AUTHORIZATION HISTORY

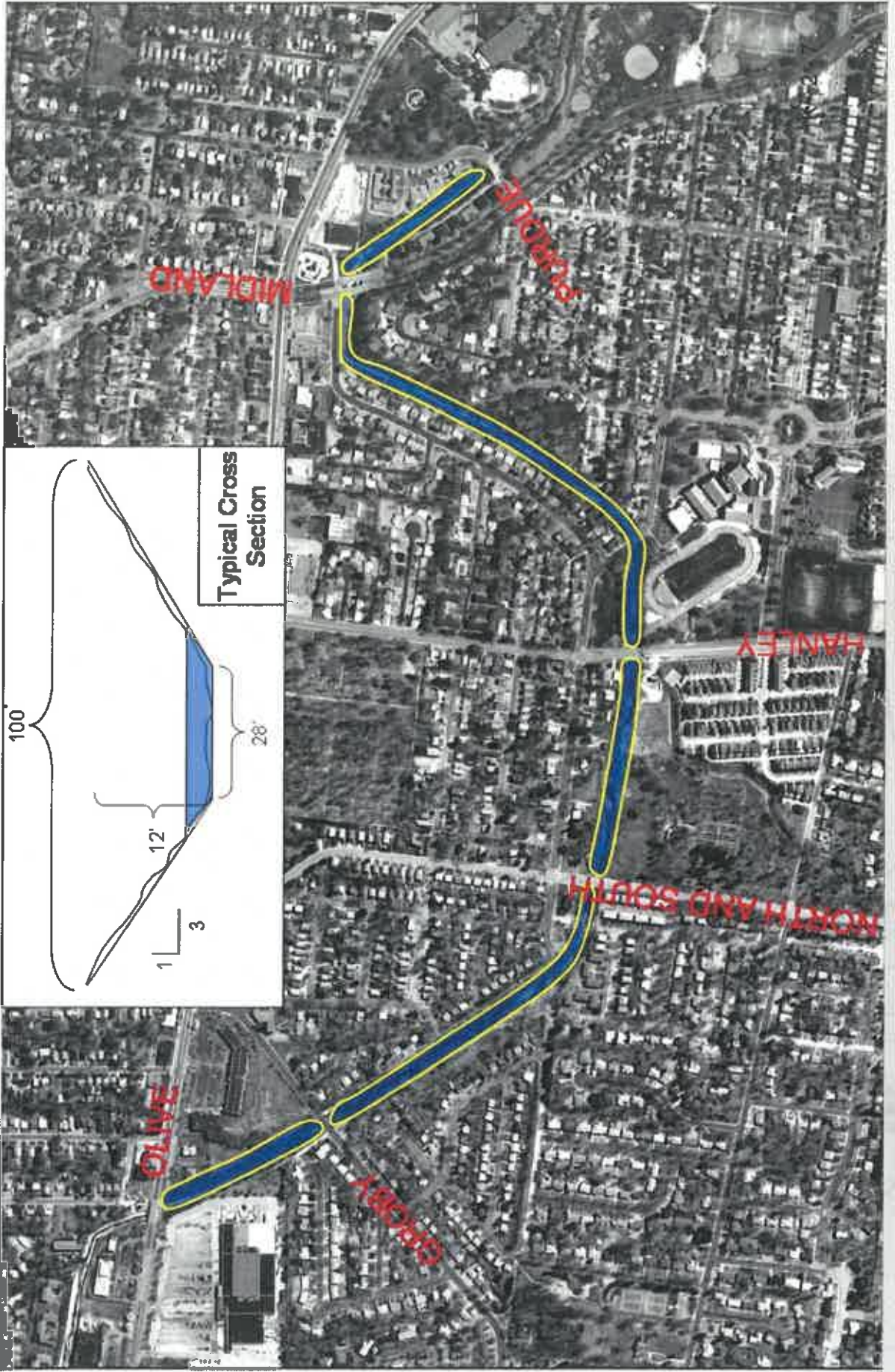
- Recon Report completed in 1980
- Feasibility Report In 1988
 - University City
 - Brentwood/Rock Hill
- Chief of Engineers Report in 1989
- WRDA 1990 Section 101(a)(17) authorized project implementation
 - Channel enlargement and bank stabilization
 - Project Cost: \$21 million
- FY2004 the Energy and Water Development Appropriations Act, included funds for University City.



US Army Corps
of Engineers



1990 AUTHORIZED CHANNEL PLAN



DRAFT GRR STATUS

- Design Agreement between the Government and U-City was executed on June 30, 2004.
- The GRR is required due to changed conditions and/or assumptions to meet the project purpose of reducing flood risk.
- 2009 was last documented action by the Corps in the draft GRR.
- Total Federal allocation for University City GRR \$535K (2004-2010).
- City provided \$184K in non-Federal cost share.
- January 2011 Sponsor requested study suspension due to lack of funds.
- Renewed Sponsor interest confirmed in 2014.



US Army Corps
of Engineers *



PROJECT AREA: 82ND TO PURDUE



Areas impacted by 5-, 10-, 25-, and 100-year flood events in University City, Missouri.

1131 WILSON AVENUE



- 1 of 97 structures located in the 5-year floodplain.
- September 2008 residual effects from Hurricane Ike caused significant flooding (2 deaths) across the street from this home.



US Army Corps
of Engineers



FISCAL AND PHYSICAL CHALLENGES

- Other National priorities have outranked this study based on life safety and benefits to National economy.
- Recurring floods continue - May and June 2011, June 2013, September 2014, and May 2017.
- The City has leveraged funds through the FEMA hazard mitigation program to buyout 29 single family homes since 2008.
- At this rate, using Hazard Mitigation Grant Funds would take the Sponsor 30 years to buyout all flood prone structures in 5-year floodplain (assumes annual funding is available through FEMA).
- Since 2016 we have been seeking Congressional approval to accept and receive sponsor contributed funds at 100% sponsor cost.
- Also seeking Federal work allowance through our FY20 Budget Process cost shared 50/50.
- Significant appropriations in FY18 and continued coordination with key decision makers has brought attention to this project.



US Army Corps
of Engineers



PATH FORWARD

- Obtain Letter of Intent from University City.
- Seek Federal funding.
- Execute Cost Share Agreement in June 2019
- Reevaluation (*NTE 3 Years from funding receipt*)
- Reauthorization (*2 years after reevaluation completed*)
- Appropriation of Construction Funds (*2 years after authorization*)
- Project design (*1 year after appropriation*)



US Army Corps
of Engineers [®]



QUESTIONS?



**US Army Corps
of Engineers** [®]

October __, 2018

COL Bryan K. Sizemore
Commander, St. Louis District
U.S. Army Corps of Engineers
1222 Spruce Street
St. Louis, MO 63103-2833

RE: River Des Peres Project Authority

Dear COL Sizemore,

University City has served and continues to serve as both a project proponent and cost share sponsor for the River Des Peres Project Authority. The Chief's report dated May 1989 and corresponding Congressional authorization in WRDA 1990 (Section 101) authorized construction of a structural flood risk management solution along River Des Peres as it traverses the community of University City, Missouri. During the project design phase, the USACE team determined that the authorized structural plan would induce downstream flooding and could not be implemented as authorized. A General Reevaluation Report (GRR) is required due to changed physical conditions and/or assumptions to meet the project purpose which is to reduce flood risk to life and property.

We understand that the St. Louis District would need to proceed with a single phase GRR in the feasibility phase. We also understand that the GRR must be cost-shared 50% Federal expense and 50% non-Federal expense, and would require the execution of a Feasibility Cost Share Agreement between the U.S. Army Corps of Engineers and the City. We understand the GRR may affirm the previous plan; reformulate and modify it, as appropriate; or find that no plan is currently justified.

We also understand that should we agree to an approved project, and proceed into the design and construction phase, that all remaining project costs would be cost-shared 65% Federal expense and 35% non-Federal expense. The City will be responsible for acquiring all necessary real estate, responsible for operation and maintenance that may result from the project as well as any necessary repair, rehabilitation, and replacement activities for as long as the project remains authorized.

Sincerely,



**Metropolitan St. Louis
Sewer District**

2350 Market Street
St. Louis, MO 63103-2555
314-768-6200
www.stlmsd.com

RECEIVED
OCT 14 2016

BY:.....

October 12, 2016

Sinan Alpaslan, P.E.
Director of Public Works and Parks
City of University City
6801 Delmar Boulevard, 3rd Floor
University City, Missouri 63130

RE: Intergovernmental Agreement – Federal Flooding Reduction Study

Dear Mr. Alpaslan:

Enclosed please find the fully executed original agreement between our agencies, for your file.

Thank you for your attention to this matter. Please let me know if there are any questions or comments, or if any additional information is needed.

Sincerely,

Bart Hager, P.E.
Grants Program
Engineering/Planning

Enclosure

AGREEMENT

THIS AGREEMENT made and entered into this 28th day of September, 2016, by and between the Metropolitan St. Louis Sewer District (MSD) and the City of University City (CITY), regarding the University City Branch of River Des Peres – Corps of Engineers Study (10780).

WHEREAS, the MSD Charter Plan empowers the District to contract with municipalities, districts, other public agencies, individuals, or private corporations, or any of them whether within or without the District, for the construction, use, or maintenance of common or joint sewers, drains, outlets, or disposal plants, or for the performance of any service required by the District; and

WHEREAS, CITY desires to complete a federal flooding reduction study for the Upper River Des Peres area and has requested that MSD participate in the cost of the study; and

WHEREAS, the completion of the federal flooding reduction study is a necessary prerequisite to a federal flooding reduction project in the area; and

WHEREAS, MSD recognizes the public benefit to be derived from a federal flooding reduction project in the area and desires to provide financial assistance; and

WHEREAS, this Intergovernmental Agreement allows the District the ability to provide cost sharing and financial assistance to the City to enable the completion of the federal flooding reduction study; and

WHEREAS, MSD Ordinance No. 14418 adopted August 11, 2016 appropriated the necessary funds and authorized the Executive Director and Secretary-Treasurer on behalf of the District to enter into an intergovernmental agreement under Contract. No. 20450 with the City.

NOW THEREFORE, in consideration of certain mutual benefits inuring to the parties hereto, and to the public, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. MSD will provide financial assistance to CITY as reimbursement for CITY's costs to enable completion of the federal flooding reduction study in an amount not to exceed \$650,000


(Six Hundred Fifty Thousand dollars) related to the University City Branch of River Des Peres – Corps of Engineers Study (10780) project.

2. Prior to any payment of said financial assistance by MSD to CITY, CITY will invoice MSD, providing details of costs incurred supported with copies of canceled checks verifying CITY's costs. Only the direct cost of CITY's local match cash contributions to the US Army Corps of Engineers are eligible for reimbursement.
3. CITY will provide MSD with record copies of all work products related to this federal flooding reduction study.
4. Reimbursements shall be completed within 36 months from the date of execution of this agreement by both parties, unless additional time is agreed upon in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.



ATTEST:



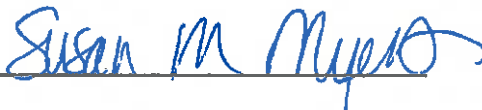
Timothy Snoke
Secretary-Treasurer

METROPOLITAN ST. LOUIS
SEWER DISTRICT

BY: 

Brian Hoelscher
Executive Director

APPROVED AS TO FORM
OFFICE OF GENERAL COUNSEL

BY: 

CITY OF UNIVERSITY CITY, MISSOURI

BY: 

Lehman Walker
City Manager

ATTEST:



Joyce Pumm
City Clerk



Council Agenda Item Cover

MEETING DATE: October 22, 2018

AGENDA ITEM TITLE: Metropolitan St. Louis Sewer District Letter of Intent

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

After negotiations with City staff, the Metropolitan St. Louis Sewer District (MSD) signed a Letter of Intent setting forth the terms proposed by MSD for the construction of certain Sanitary Sewer Overflow (SSO) and Combined Sewer Overflow (CSO) projects in University City, including the University City Sanitary Storage Facility Project and the 82nd Street to I-170 Sanitary Relief Project. The Letter of Intent also details MSD's long range plan for the Upper River Des Peres CSO Storage Tunnel Project in University City.

The Letter of Intent provides background on the Projects, including the April 27, 2012 Consent Decree, which settled litigation in United States District Court with the United States Environmental Protection Agency (EPA), the Missouri Department of Natural Resources (MDNR), and the Missouri Coalition for the Environment Foundation (MCEF), over alleged violations of the federal Clean Water Act, including discharges of untreated sewage from its CSOs and Constructed SSOs, and for alleged violations of conditions established in the National Pollutant Discharge Elimination System permits issued by the MDNR. The Consent Decree imposed a civil penalty on MSD and ordered stipulated daily penalties in the event specified remedial measures are not completed by MSD by deadlines that run through June 30, 2039 for such measures.

The City Council passed Resolution 2017-13 (8/14/17) with respect to the Sanitary Storage Facility Project, rejecting the two options presented by MSD on May 22, 2017, as not in the best interest of University City, and requesting that MSD work cooperatively with the City Council, staff, residents and other interested persons to find an acceptable solution. Both options presented by MSD called for the construction of two sewage tanks, each having a capacity of 4.6 million gallons, 35 feet above ground and 13 feet below ground, 180 feet wide, together with connecting sewers, a pump station, a control building and an odor control unit, in residential areas. One option would have taken 31 residential parcels over six acres and the other would have taken 20 residential parcels over four acres.

Following strong opposition expressed by the City Council, staff and residents, MSD agreed to "hit the reset button" at the City Council study session on September 20, 2017, and presented 13 potentially feasible options for a sanitary sewer storage facility in University City. Based on subsequent public comments and feedback, MSD identified three options as the most viable solutions (C6, C7, and D1) and said C6 (the Olive Commercial Property) was the best of the three. The City Council retained an independent expert to review the three options. The expert presented a report to the City Council at its June 25, 2018 meeting, concluding that D1 (Heman Park) was the preferred option for the Sanitary Storage Facility Project.

The Letter of Intent provides that if in good faith MSD determines that the Sanitary Storage Facility Project is necessary and further determines in good faith that Heman Park is - 2 - 1

reasonably suitable and feasible location, MSD will construct the facility underground there, although some structures and buildings to house controls and pump station equipment may be above the surface. MSD will restore/improve the Heman Park to a mutually acceptable condition or compensate the City, and during the construction of the project MSD will temporarily relocate any recreational fields or equipment in the construction area or compensate the City for the loss of use. With respect to the restoration/improvement, by way of example of a mutually acceptable condition, the Letter of Intent identifies the Heman Park improvements described in the April 7, 2015 Proposition P election brochure, including a new playground and sprayground, family shelter, improved restrooms, new entrance off Midland, reconfigured parking and solar lighting in the parking area, native canopy and flowering trees, a picnic grove, native plants and removal of invasive vegetation in River des Peres, a regraded slope of the River des Peres, installation of river overlooks, and bringing Heman Park into compliance with the Americans with Disabilities Act.

At the same time MSD is determining the viability of Heman Park for a sanitary storage facility, MSD plans to explore other potential opportunities for a comprehensive solution in conjunction with a CSO tunnel in and around Heman Park. In the event MSD determines in good faith that Heman Park is not a reasonable or feasible location for a comprehensive solution or a CSO tunnel, MSD will explore an alternative location, using its best efforts to identify a location that maximizes benefits for residents and minimizes the impact on University City neighborhoods and economic development opportunities, and avoids construction on a major economic corridor or within a concentrated residential area. If there is a sanitary storage facility, it will be underground.

The Letter of Intent provides that the City will hold a sufficient number of public meetings in order to facilitate communication of any project to adequately inform residents of the project, and the City will also assist MSD with identifying a collective group of elected officials, staff and residents to serve on an Aesthetics Advisory Committee to help refine the aesthetics associated with the project.

MSD may use its power of eminent domain to secure necessary property rights in Heman Park or the alternative location, but the City may contest the use of such power if it determines that a project in any area other than D1 is not reasonable or necessary.

MSD estimates that the preliminary assessment will take approximately one year. MSD and the City will thereafter negotiate in good faith and finalize a definitive agreement, as the Letter of Intent is intended as a preliminary description of the general terms and conditions covering the projects.

The 82nd Street Project is an SSO project that must be completed by August 2020 to allow for removal of four SSOs in the area by 2023. The City must grant MSD easements at this time in order for MSD to stay on schedule. The easements are on the City Council's agenda as a separate item.

MSD will have engineering and legal staff available at the meeting to answer any questions from the City Council.

RECOMMENDATION:

City Manager recommends approval.

ATTACHMENTS:

- Letter of Intent, including Exhibits 1-5



**Metropolitan St. Louis
Sewer District**

2350 Market Street
St. Louis, MO 63103

October 18, 2018

Mr. Gregory Rose
City Manager – City of University City
6801 Delmar Blvd. – 2nd Floor
University City, MO 63130

Re: Letter of Intent

Dear Mr. Rose:

This Letter of Intent sets forth the terms proposed by The Metropolitan St. Louis Sewer District (“MSD”) pertaining to the construction of certain **Sanitary Sewer Overflow [SSO]** sewer projects in University City, Missouri (the “City”), including the *University City Sanitary Storage Facility (11992) Project* (the “Storage Facility Project”) and the *82nd Street to I-170 Sanitary Relief (11993) Project* (the “82nd Street Project”) (collectively, the “SSO Projects”). In addition to the SSO Projects, this Letter of Intent further details MSD’s long range plan to construct a **Combined Sewer Overflow [CSO]** sewer project in the City in and around Heman Park – namely, the *Upper River Des Peres CSO Storage Tunnel Project* (the “CSO Tunnel”) (the SSO Projects and the CSO Tunnel are collectively referred hereinafter as the “MSD Projects”).

MSD and the City (the “Parties”) desire to work cooperatively and in good faith in order to complete the MSD Projects and this Letter of Intent is intended as a preliminary description of the general terms and conditions covering the MSD Projects. If the terms and conditions of this Letter of Intent are acceptable to the City, then upon signature of the City, the Parties will proceed with good faith efforts to negotiate and later enter into a definitive agreement (either a *Memorandum of Understanding* or *Intergovernmental Agreement*) (the “Agreement”) that shall set forth the formalized and specific terms and conditions upon which MSD and the City will implement the matters described in this Letter of Intent.

Background

MSD has been meeting and coordinating with the City regarding the Storage Facility Project since late 2014. As coordination between MSD and the City progressed, substantial concern was expressed by City leadership and residents regarding, among other things, the location of the storage facility. At the time, several members of City leadership and local residents also voiced objection to MSD even constructing the Storage Facility Project in the City. On September 20, 2017 and in light of those concerns, MSD made a commitment to “**hit the reset button**” on public input associated with the Storage Facility Project. MSD presented to the City Council and residents thirteen potentially feasible options for a storage facility solution in the City. A copy of

the presentation used to discuss these thirteen options is attached hereto and incorporated herein as **EXHIBIT 1**. Based on public comments and feedback, MSD determined that avoiding displacement of residents was a primary concern for City leaders and residents. In an effort to address and accommodate this concern, three options (Options C6, C7, and D1) became the most viable solutions for the Storage Facility Project.

MSD identified Option C6 (the Olive Blvd. Commercial Property Option) as the best of the three options. Based on MSD's experience and information known at that time, Option C6 was the best option to meet MSD's goals, while reducing both construction and long term maintenance risk. The City, however, desired to obtain its own independent expert and contracted with Allgeier, Martin & Associates ("AMA") to review and opine on the three options. On June 25, 2018, AMA presented its findings at a City Council Meeting and suggested to the City that MSD build the Storage Facility Project in Heman Park. Based on AMA's findings and per the recommendation of the City Council, the City supports Option D1 (the Heman Park Option) based on, among other things, the findings of AMA, the City's desire to maximize benefits for City residents while minimizing the impact on City neighborhoods and economic development opportunities of the City, and to avoid construction on a major economic corridor and/or within a concentrated residential area.

The Consent Decree

On April 27, 2012, the U.S. District Court entered a Consent Decree (the "Consent Decree") to settle claims alleged by the United States Environmental Protection Agency ("EPA") and the Missouri Coalition for the Environment ("MCE") in the matter titled *United States, et al. v. The Metropolitan St. Louis Sewer District*, Cause No. 4:07-CV-1120. The express purpose of the Consent Decree "is for MSD to take all necessary measures to meet the goals and objectives of the CWA [Clean Water Act]; to achieve and maintain compliance with the CWA and the Missouri Clean Water Law and the regulations promulgated thereunder, and the terms and conditions of MSD's Missouri State Operating Permits; to meet the objectives of the EPA's April 19, 1994 CSO Control Policy, 59 Fed. Reg. 18688 ("CSO Policy"), which is incorporated by reference into Mo. Code Regs. Ann. Tit. 10, § 20-7.015(10); to Eliminate all Constructed SSO Outfalls; and to achieve the goal of eliminating all known SSOs." Consent Decree, § III, ¶ 5. MSD is required by the Consent Decree to address both SSO and CSO issues in University City.

SSO & CSO Projects

It is important to understand the difference and distinguish between SSO (Sanitary Sewer Overflow) and CSO (Combined Sewer Overflow) projects. MSD is required by the Consent Decree to implement engineered measures to eliminate all constructed SSO Outfalls with the goal of eliminating all known SSOs. See Consent Decree, § V, ¶ 7. MSD is also required to "construct and implement the CSO Control Measures in accordance with the descriptions, Design and Performance Criteria, and the dates for Bid Year and Achievement of Full Operation for each CSO Control Measure set forth in Appendix D." *Id.*, § VI, ¶ 51. However, "[i]n no case shall the complete and permanent removal or permanent abandonment of a Constructed SSO Outfall be designed to...increase the frequency or volume of discharges from an existing

constructed SSO Outfall, known SSO, or CSO.” *Id.*, § IV, ¶ 6(y). MSD’s SSO and CSO projects are separate projects but often work in conjunction with one another in order to accomplish the overall objectives and requirements of the Consent Decree.

Amendment to Consent Decree – CSO Projects

On June 22, 2018, the U.S. District Court entered a *Second Material Amendment to Consent Decree* extending the final date for achievement of full operation for all CSO Control Measures by five (5) years from June 30, 2034 to June 30, 2039. A true and accurate copy of the *Second Material Amendment to Consent Decree* is attached hereto and incorporated herein as **EXHIBIT 2**. On June 26, 2018, MSD sought a similar 5-year extension from the Missouri Department of Natural Resources (“MDNR”) of MSD’s CSO Long-Term Control Plan (“LTCP”). On August 13, 2018, MDNR granted the extension to MSD’s LTCP. A true and accurate copy of the LTCP approval letter is attached hereto and incorporated herein as **EXHIBIT 3**. MSD now has until 2039 to complete all of its CSO projects, including the CSO Tunnel.

82nd Street Project – SSO Project

The Amendment to Consent Decree does not impact or change any of the deadlines for SSO projects. The 82nd Street Project is an SSO project (i.e., MSD is removing SSOs and reducing basement backups as part of the 82nd Street Project) and this project must be completed by August 2020 to allow for the removal of four (4) SSOs in the area by 2023. These SSO removals are required by the Consent Decree. As a result, it is imperative that the City grant MSD the 82nd Street easements on or before **October 22, 2018** and provide signed easement documents for the 82nd Street Project to MSD as soon as practicable thereafter.

Heman Park – Potential Opportunity for Comprehensive Solution

The Storage Facility Project is currently designated as an SSO project. The CSO Tunnel is a CSO Project. Each of the projects was originally identified to address specific requirements of the Consent Decree. The CSO Tunnel is a large project specifically scheduled late in the MSD Consent Decree program to allow for earlier projects to take place. Due to the long range nature of the project not occurring until well into the 2020’s, MSD is just beginning the preliminary planning phase. However, given that MSD’s CSO project deadline has been extended to 2039 and assuming that Heman Park is a viable construction location, there may be a possibility for MSD to incorporate the Storage Facility Project into a comprehensive solution in conjunction with the CSO Tunnel in and around Heman Park (the “Comprehensive Solution”). The Comprehensive Solution may or may not include a storage facility but if a storage facility is necessary, it will be an underground/subsurface storage facility. However, there may be the need for some aboveground structures and buildings to house controls and pump station equipment.

Obviously, more time is needed to explore this potential opportunity and to determine whether the Comprehensive Solution is suitable and feasible utilizing Heman Park. MSD anticipates that this preliminary assessment will take approximately one (1) year. During this time, MSD plans to hit the “**pause button**” on the Storage Facility Project and then revisit with the City at a later date on a potential Comprehensive Solution (MSD anticipates that the Comprehensive Solution

would require easement rights within Heman Park and also surrounding areas in the City). Pursuant to the terms and conditions of this Letter of Intent and in an effort to address the requirements of the Consent Decree and to align itself with the goals and objectives of the City, it remains the intent of MSD to start the process of an extensive coordination effort with the City to minimize the impacts on City neighborhoods and economic development opportunities of the City. To be clear and due to the preliminary nature of the CSO Tunnel and the Comprehensive Solution, MSD cannot guarantee that it will not need to acquire additional property rights in the future.

MSD Board of Trustees – Approval and Authority

Since 2014, MSD staff has updated the MSD Board of Trustees (the “Board”) regarding MSD’s discussions with the City about the SSO Projects and MSD staff will continue to provide necessary updates to the Board (including updates about the potential Comprehensive Solution). MSD staff has also briefed the Board concerning the terms and conditions of this Letter of Intent. Subject to the terms and conditions of this Letter of Intent, MSD staff is committed to beginning an extensive coordination and the associated community engagement with the City to better align the MSD Projects (including the potential Comprehensive Solution) with the City’s goals, including the utilization of Heman Park. As the Executive Director and CEO of MSD, I have the authority to enter into this Letter of Intent.

Terms and Conditions

1. **82nd Street Easements.** Upon execution of this Letter of Intent, the City agrees to approve the easements requested by MSD for the 82nd Street Project (the “82nd Street Easements”) on or before **October 22, 2018** and to provide signed easement documents for the 82nd Street Project to MSD as soon as practicable thereafter. The Parties agree to work in good faith and to work cooperatively toward the successful completion of the 82nd Street Project.
2. **Right of Entry and Access Agreement – Heman Park.** As soon as practicable after the execution of this Letter of Intent, the City agrees to execute a *Right of Entry and Access Agreement* with MSD whereby MSD will be allowed to conduct certain preliminary surveying, engineering studies, and geotechnical borings in Heman Park. This work is necessary to help determine if Heman Park is a viable location to be utilized for the Storage Facility Project, the CSO Tunnel, or the Comprehensive Solution. A true and accurate copy of the proposed *Right of Entry and Access Agreement* is attached hereto and incorporated herein as **EXHIBIT 4**.
3. **Option A: Storage Facility Project – Heman Park.** If MSD determines that the Storage Facility Project is necessary and further determines in good faith that Heman Park is a reasonably suitable and feasible location for the Storage Facility Project, the Parties commit to the following:
 - a. The City acknowledges and understands that MSD may use its power of eminent domain to secure the necessary property rights in Heman Park for the Storage

Facility Project, including temporary and permanent easement rights, and the City will not contest MSD's Petition in Eminent Domain and/or the Court granting an Order of Condemnation for MSD's property rights in Heman Park for the Storage Facility Project.

- b. MSD will obtain Board approval prior to exercising its power of eminent domain to secure the necessary property rights for the Storage Facility Project in Heman Park.
- c. Upon the entry of the Court's Order of Condemnation, the Parties will enter into a stipulation whereby the City will waive its right to a Commissioners' Hearing and MSD will agree to restore/improve Heman Park to a condition mutually acceptable to the Parties or, alternatively, MSD will compensate the City the cost to restore/improve Heman Park to a condition mutually acceptable to the Parties (by way of example, the restoration/improvements consistent with the City's 2008 Parks Master Plan and the 2014 Heman Park Master Plan, as proposed in Proposition P on April 7, 2015 and as described in the Proposition P brochure attached hereto and incorporated herein as **EXHIBIT 5**). Additionally, during construction of the Storage Facility Project, MSD will temporarily relocate any recreational fields or facilities in the construction area or, alternatively, MSD will compensate the City for the loss of use. The details of relocation and restoration/improvements and/or compensation shall be negotiated in good faith and shall be incorporated into the subsequent Agreement (i.e., the *Memorandum of Understanding* or *Intergovernmental Agreement*).
- d. The City will hold a sufficient number of public meetings in order to facilitate communication of the Storage Facility Project in Heman Park and to adequately inform City residents on the use of Heman Park for the Storage Facility Project. If desired by the City, MSD will attend these meetings and provide answers to project questions. The Parties acknowledge and understand that MSD – not the City – will be responsible for and will control construction of the Storage Facility Project.
- e. The Parties will work together in good faith to determine the area within Heman Park that is reasonable and necessary to accommodate the Storage Facility Project and to allow for the efficient and continued use of the remaining park facilities.
- f. The Parties will work in good faith to define and refine the amount of time and areas of Heman Park that will be needed for the Storage Facility Project. If a storage facility is necessary, it will be an underground/subsurface storage facility. However, there may be the need for some aboveground structures and buildings to house controls and pump station equipment.
- g. The City agrees to assist MSD with identifying a collective group of elected officials, staff, and City residents to serve on an *Aesthetics Advisory Committee* to help refine aesthetics associated with the Storage Facility Project.

- h. The City, including but not limited to City Council and staff, will not unreasonably withhold access to Heman Park to MSD, including but not limited to access for additional and necessary surveying, engineering studies, and geotechnical borings (MSD shall be responsible for any damage caused in the park areas while performing these activities).
- i. The City, including but not limited to City Council and staff, will not unreasonably withhold any City approvals necessary for the permitting and/or construction, including any necessary zoning approvals for the Storage Facility Project in Heman Park.

4. **Option B: CSO Tunnel/Comprehensive Solution – Heman Park Area.** If MSD determines that the area in and around Heman Park is a reasonably suitable and feasible location for the CSO Tunnel/Comprehensive Solution, the Parties commit to the following:

- a. The City acknowledges and understands that MSD may use its power of eminent domain to secure the necessary property rights in Heman Park for the CSO Tunnel/Comprehensive Solution, including temporary and permanent easement rights, and may use its power of eminent domain to secure the property rights in other properties necessary for the CSO Tunnel/Comprehensive Solution. The City will not contest MSD's Petition in Eminent Domain and/or the Court granting an Order of Condemnation for MSD's property rights in Heman Park (and any other City-owned property) that the City determines are reasonable and necessary for the CSO Tunnel/Comprehensive Solution.
- b. MSD will obtain Board approval prior to exercising its power of eminent domain to secure the necessary property rights for the CSO Tunnel/Comprehensive Solution.
- c. Upon the entry of the Court's Order of Condemnation, the Parties will enter into a stipulation whereby the City will waive its right to a Commissioners' Hearing and MSD will agree to restore/improve Heman Park (and any other City-owned property) to a condition mutually acceptable to the Parties or, alternatively, MSD will compensate the City the cost to restore/improve Heman Park (and other City-owned property) to a condition mutually acceptable to the Parties (by way of example, with respect to the Storage Facility component, if included, the restoration/improvements consistent with the City's 2008 Parks Master Plan and the 2014 Heman Park Master Plan, as proposed in Proposition P on April 7, 2015 and as described in the Proposition P brochure (Ex. 5)). Additionally, during construction of the CSO Tunnel/Comprehensive Solution, MSD will temporarily relocate any recreational fields or facilities in the construction area or, alternatively, MSD will compensate the City for the loss of use. The details of relocation and restoration/compensation shall be negotiated in good faith and shall later be incorporated into the subsequent Agreement (i.e., the *Memorandum of Understanding or Intergovernmental Agreement*).

- d. The City will hold a sufficient number of public meetings in order to facilitate communication of the CSO Tunnel/Comprehensive Solution in Heman Park (and any other City-owned property) and to adequately inform City residents on the use of Heman Park (and any other City-owned property) for the CSO Tunnel/Comprehensive Solution. If desired by the City, MSD will attend these meetings and provide answers to project questions. The Parties acknowledge and understand that MSD – not the City – will be responsible for and will control construction of the CSO Tunnel/Comprehensive Solution.
 - e. The Parties will work together in good faith to determine the area within Heman Park (and any other City-owned property) that is reasonable and necessary to accommodate the CSO Tunnel/Comprehensive Solution and to allow for the efficient and continued use of the remaining park facilities.
 - f. The Parties will work in good faith to define and refine the amount of time and areas of Heman Park that will be needed for the CSO Tunnel/Comprehensive Solution. If a storage facility is necessary, it will be an underground/subsurface storage facility. However, there may be the need for some aboveground structures and buildings to house controls and pump station equipment.
 - g. The City agrees to assist MSD with identifying a collective group of elected officials, staff, and City residents to serve on an *Aesthetics Advisory Committee* to help refine aesthetics associated with the CSO Tunnel/Comprehensive Solution.
 - h. The City, including but not limited to City Council and staff, will not unreasonably withhold access to Heman Park (and any other City-owned property) to MSD, including but not limited to access for additional and necessary surveying, engineering studies, and geotechnical borings (MSD shall be responsible for any damage caused in the park areas while performing these activities).
 - i. The City, including but not limited to City Council and staff, will not unreasonably withhold any City approvals necessary for the permitting and/or construction, including any necessary zoning approvals for the CSO Tunnel/Comprehensive Solution in Heman Park (and any other City-owned property), if the City determines that the CSO Tunnel/Comprehensive Solution is reasonable and necessary.
5. **Option C: Alternative Location.** If MSD determines in good faith that Heman Park is not a reasonable or feasible location for the Storage Tank Facility Project, the Comprehensive Solution, and/or the CSO Tunnel, the Parties commit to the following:
- a. MSD shall use reasonable and best efforts and will work in good faith with the City to, if possible, identify an alternative location that maximizes benefits for City residents, minimizes the impact on City neighborhoods and economic development opportunities of the City, and avoids construction on a major

economic corridor and/or within a concentrated residential area (the "Alternative Location"). If a storage facility is necessary, it will be an underground/subsurface storage facility. However, there may be the need for some aboveground structures and buildings to house controls and pump station equipment.

- b. The City acknowledges and understands that MSD may use its power of eminent domain to secure the necessary property rights for the Storage Tank Facility Project, the Comprehensive Solution, and/or the CSO Tunnel in the Alternative Location, but the City reserves the right to contest the use of such power if the City determines that the Storage Tank Facility Project, the Comprehensive Solution, and/or the CSO Tunnel are not reasonable and necessary in the Alternative Location.
 - c. MSD will obtain Board approval prior to exercising its power of eminent domain to secure the necessary property rights for the Storage Tank Facility Project, the Comprehensive Solution, and/or the CSO Tunnel in the Alternative Location.
 - d. The City agrees to assist MSD with identifying a collective group of elected officials, staff, and City residents to serve on an *Aesthetics Advisory Committee* to help refine aesthetics associated with the Storage Tank Facility Project, the Comprehensive Solution, and/or the CSO Tunnel in the Alternative Location.
 - e. The City, including but not limited to City Council and staff, will not unreasonably withhold any City approvals necessary for the permitting and/or construction, including any necessary zoning approvals for the Storage Tank Facility Project, the Comprehensive Solution, and/or the CSO Tunnel in Alternative Location, if the City determines that the Storage Tank Facility Project, the Comprehensive Solution, and/or the CSO Tunnel are reasonable and necessary in the Alternative Location
6. Disputes and Claims. All disputes arising from this Letter of Intent shall be governed by Missouri law, and any claims or causes of action relating in any manner to this Letter of Intent shall be filed in Circuit Court of St. Louis County, Missouri.
 7. Modifications and Agreement. This Letter of Intent can be modified as necessary and as required to comply with regulatory and/or statutory obligations and as necessary to bring sufficient detail. Any modification will require written consent of the Parties. It is the intent of the Parties to negotiate in good faith and finalize a definitive Agreement at a later date (either a *Memorandum of Understanding* or *Intergovernmental Agreement*) after MSD completes its preliminary assessment of the Options in this Letter of Intent.

If the City is in agreement with the terms set forth herein, please execute this Letter of Intent in the space provided below and return a signed Letter of Intent to the undersigned.

Sincerely,



Brian Hoelscher, P.E.
Executive Director & CEO
The Metropolitan St. Louis Sewer District

ACCEPTED & AGREED:

CITY OF UNIVERSITY CITY, MISSOURI

By: _____

Name: _____

Title: _____

MSD Project Clear
University City Storage Facility
City Council Work Session



September 20, 2017

EXHIBIT

Agenda

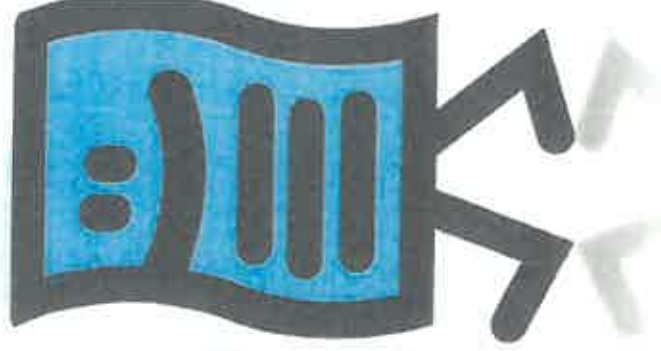
- 🕒 Welcome
- 🕒 Introductions & Meeting Format
- 🕒 Commitment to Reset on Public Input
- 🕒 Goal of Tonight's Meeting
- 🕒 How MSD will utilize your feedback
- 🕒 Consent Decree
- 🕒 Project Overview
- 🕒 Why Here?
- 🕒 Potential Solutions Area – 5 Areas
- 🕒 Timeline and Next Steps

Consent Decree

Consent Decree

2012 Consent Decree between MSD, EPA, and Missouri Coalition for the Environment

- ④ Primary goal of Consent Decree is to improve water quality and alleviate several wastewater concerns



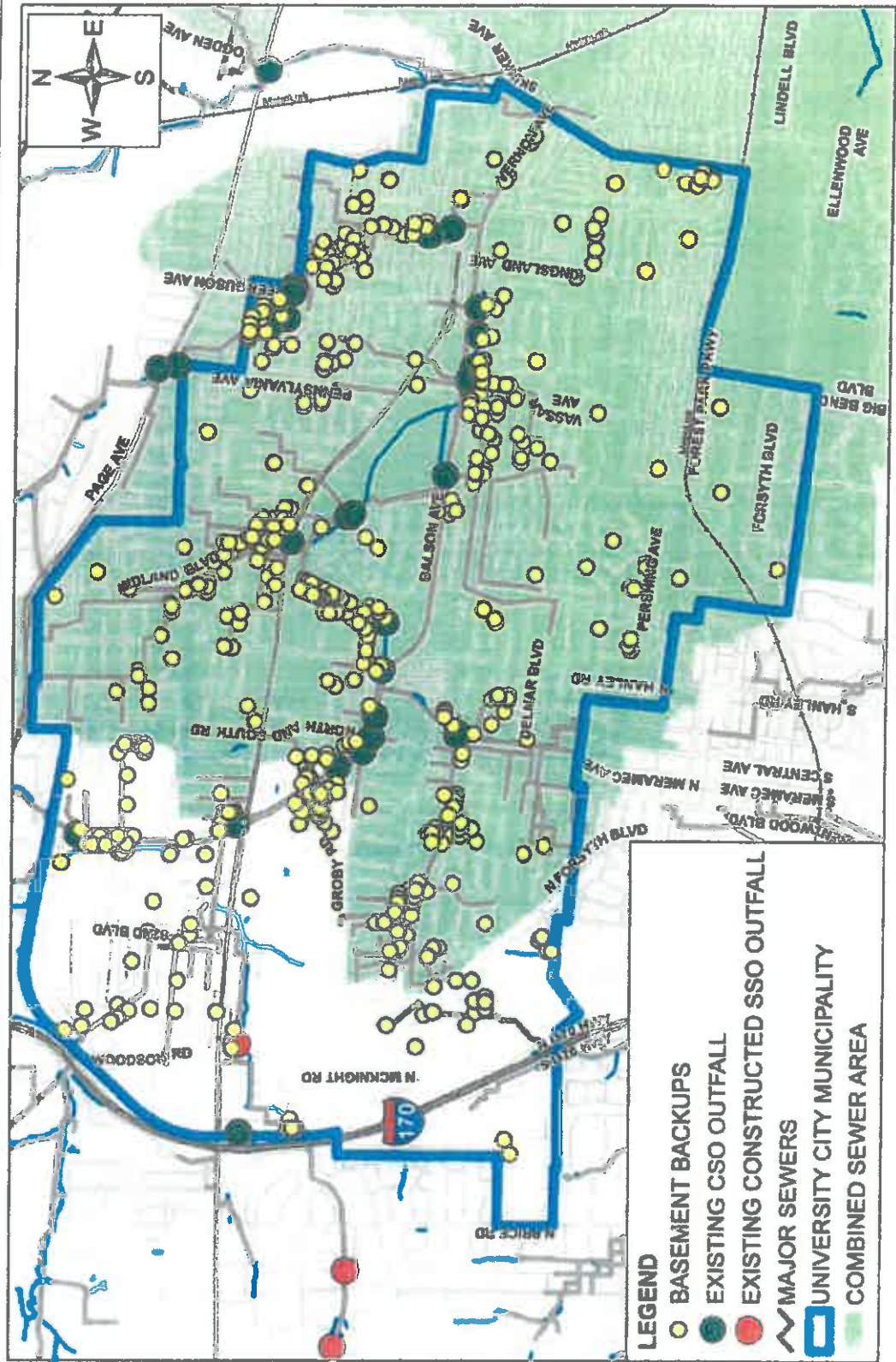
Consent Decree (continued)

- ④ Major Components:
 - Capacity Operation Mgt. & Maintenance (CMOM)
 - Sanitary Sewer Overflow (SSO) Master Plan
 - Long-Term Control Plan for Combined Sewer Overflows (CSO)
- ④ Contains schedules of numerous projects that are dependent on each other.
- ④ Contains hard schedule for the removal of Sanitary Sewer Overflows (SSO).

Project Overview

- ④ **Project is necessary to satisfy Consent Decree requirements**
- ④ **Project is required for future elimination of SSO's.**
- ④ **In Particular for This Area:**
 - **Must eliminate Constructed SSO's**
 - **Must address basement backups**
 - **Cannot Increase Combined Sewer Overflow (CSO) Volume**

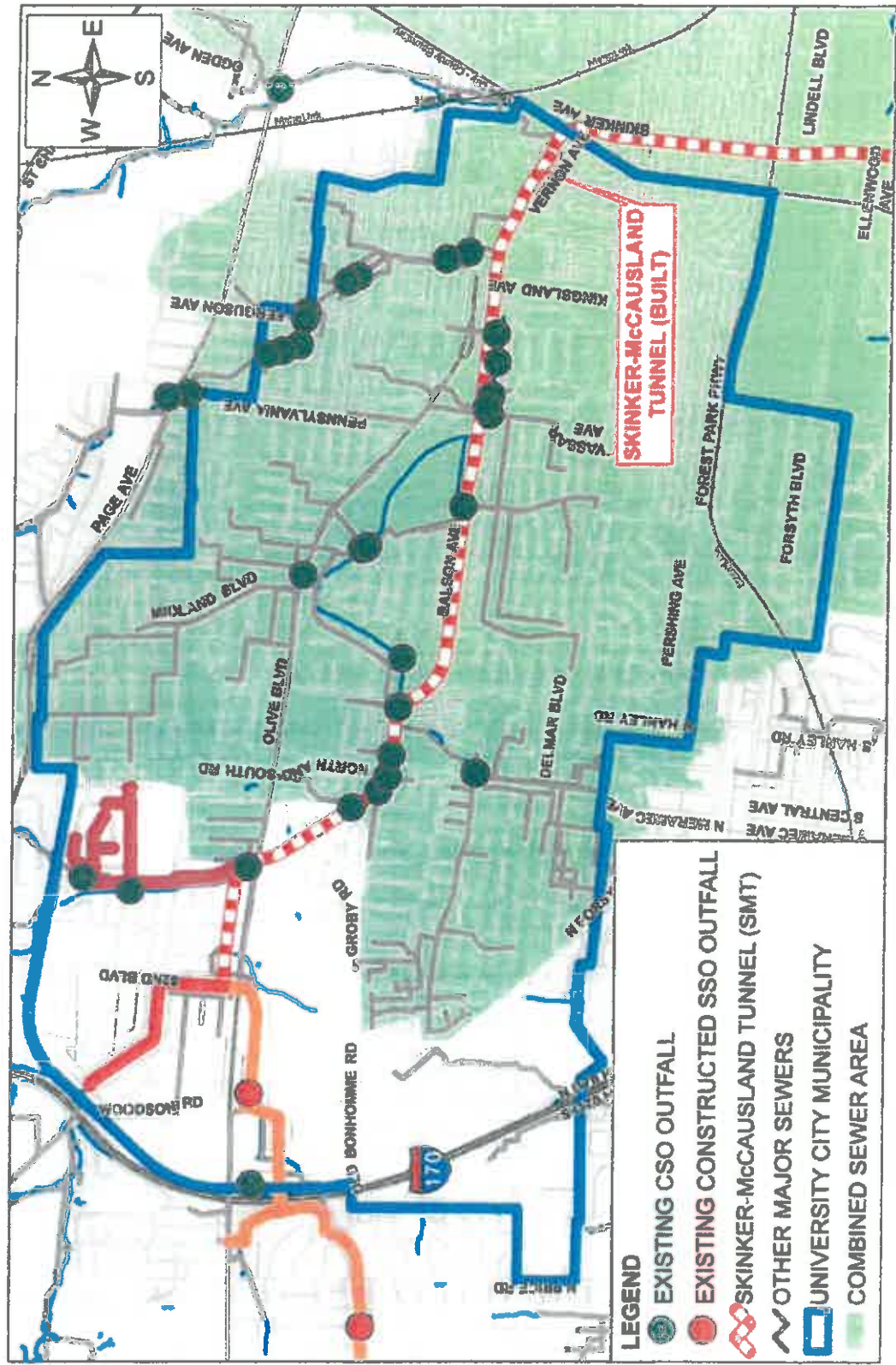
Basement Backups Since 1995 & Sewer Overflow Locations



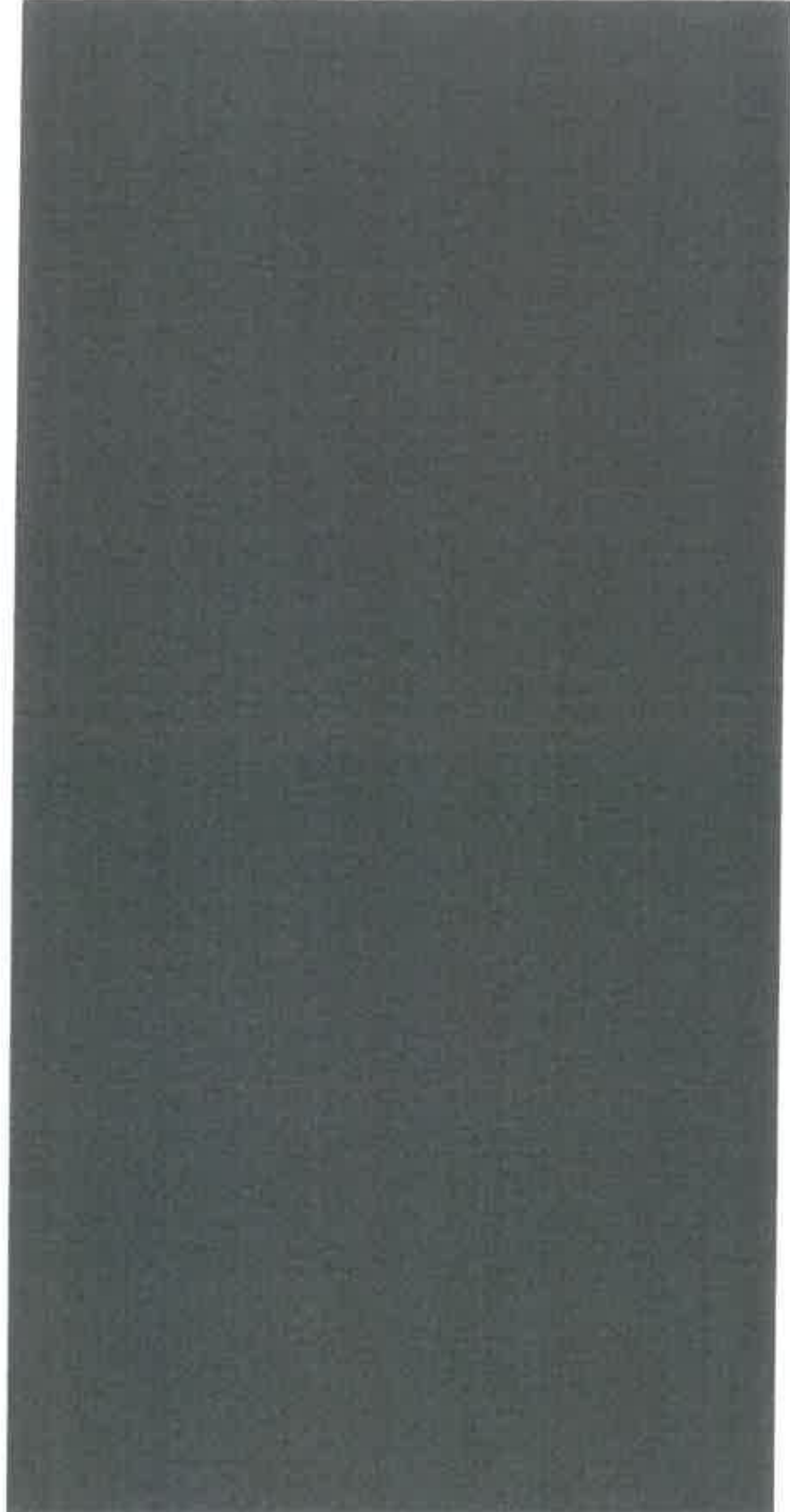
Why Here?

- ④ Junction of 3 large trunk sewers
 - 4.5-ft diameter, from northwest
 - 2.5-ft diameter, from southwest
 - 2.5-ft diameter, from northeast
- ④ Transition from Separate to Combined Sewers
- ④ The Consent Decree prohibits MSD from increasing CSO volume downstream

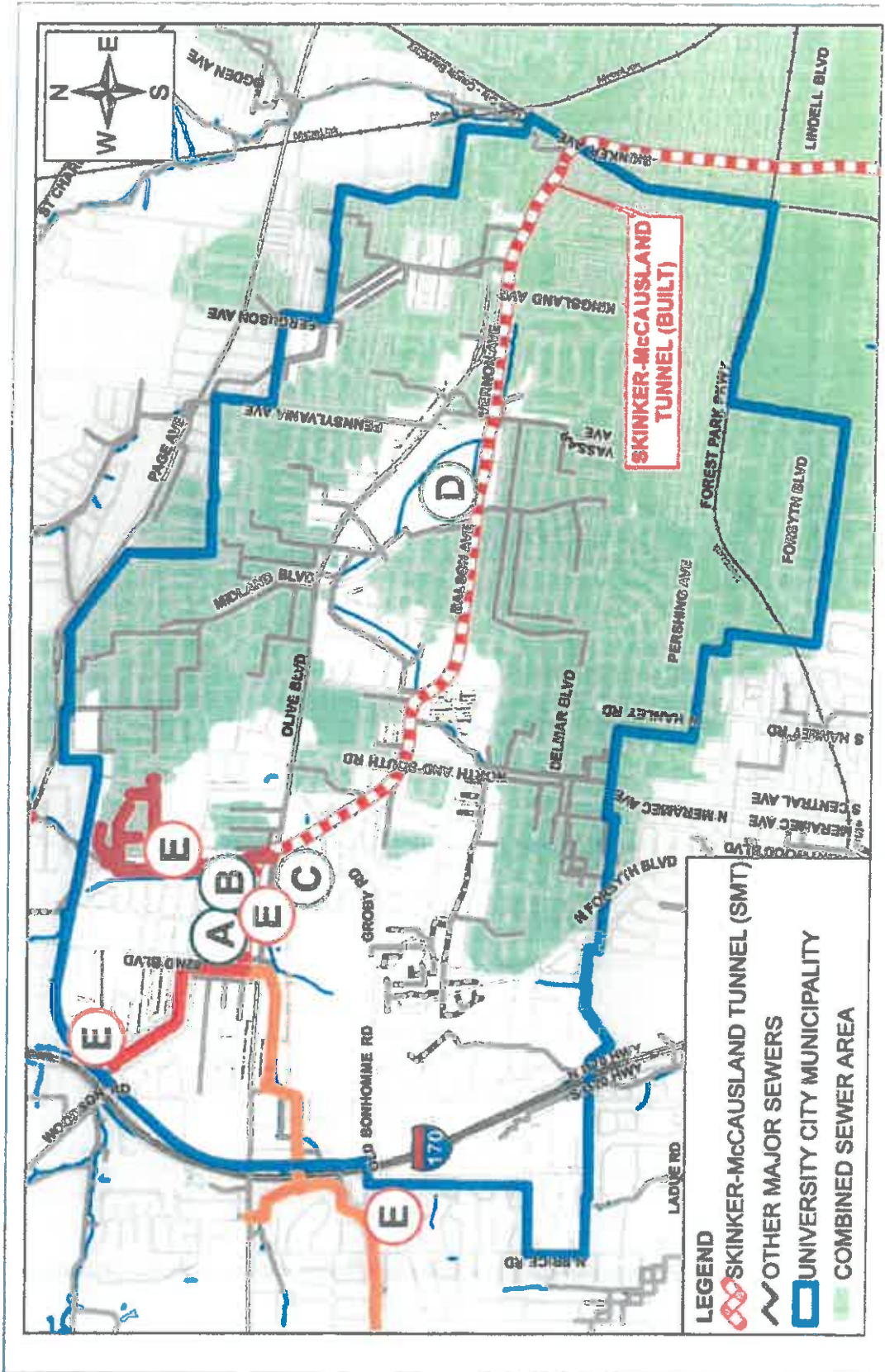
Major Sewer Lines Related to the Project

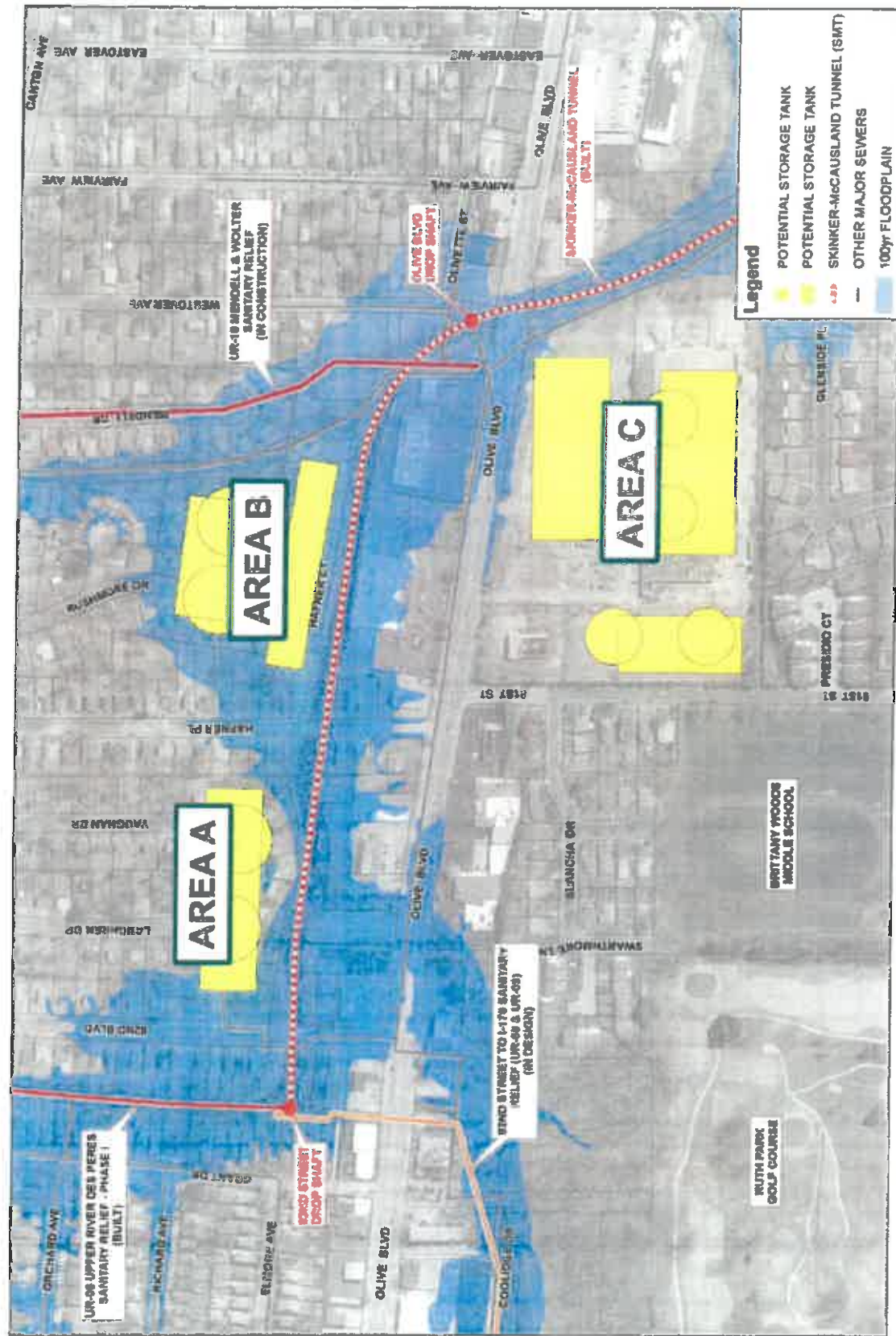


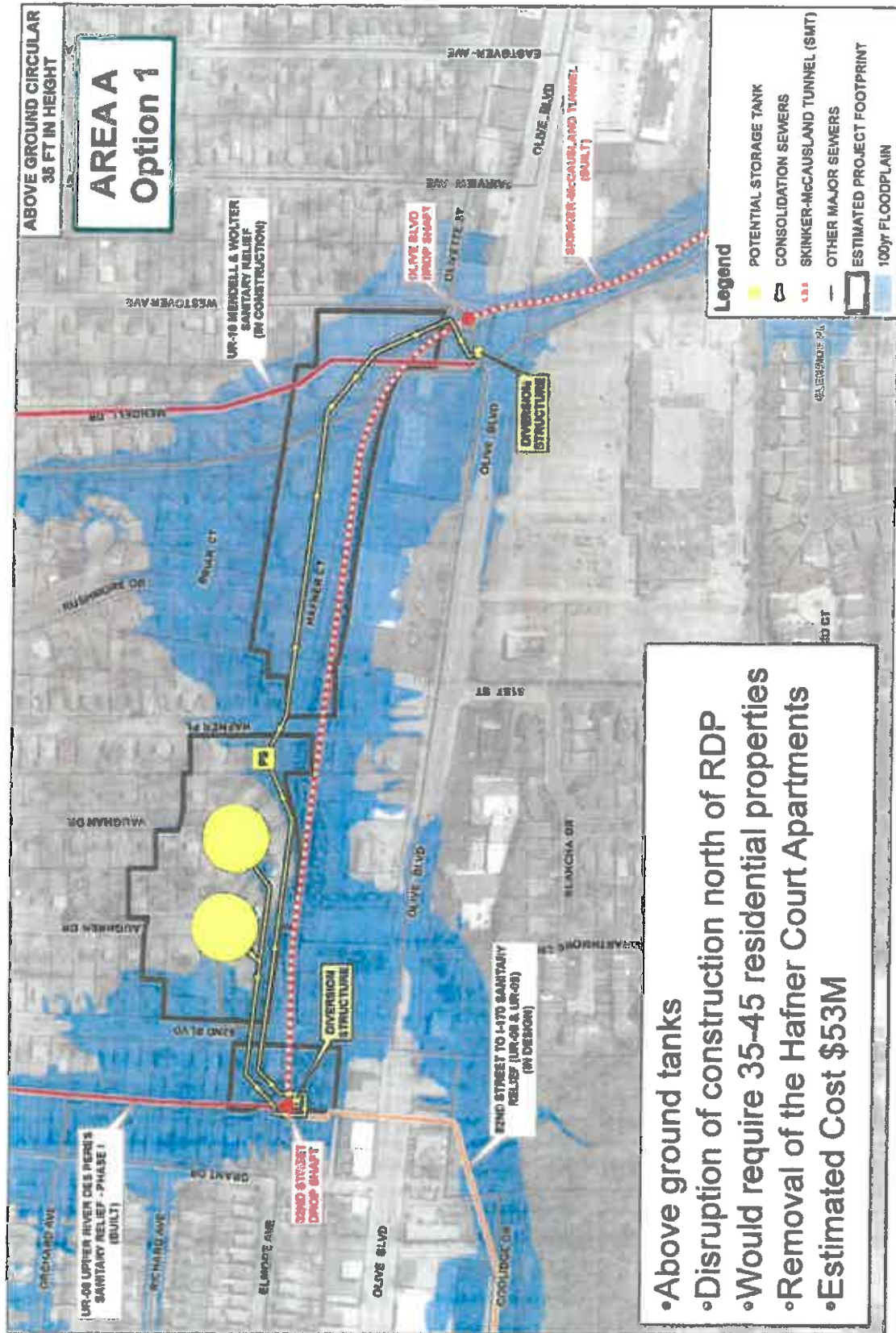
What is a Storage Facility?

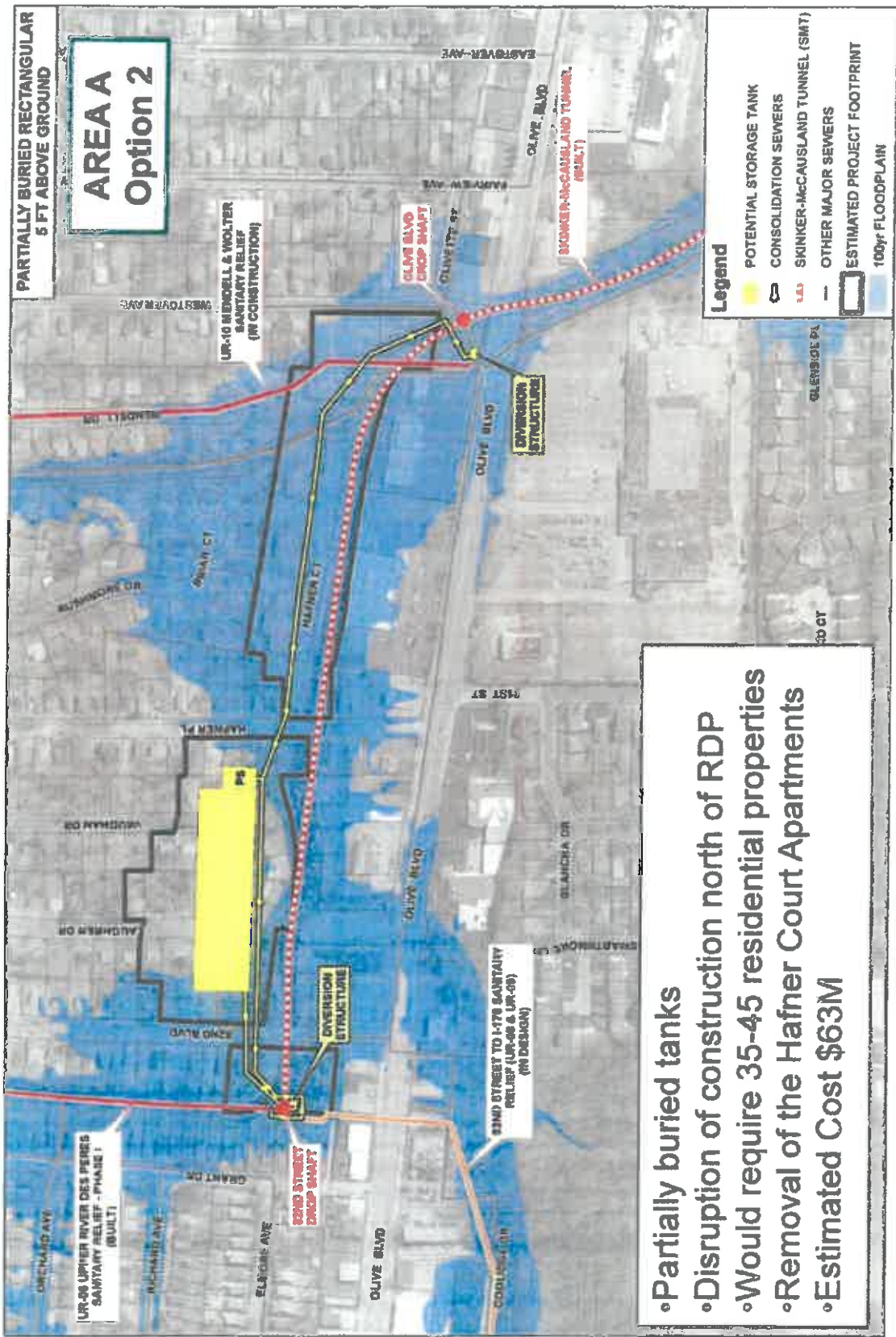


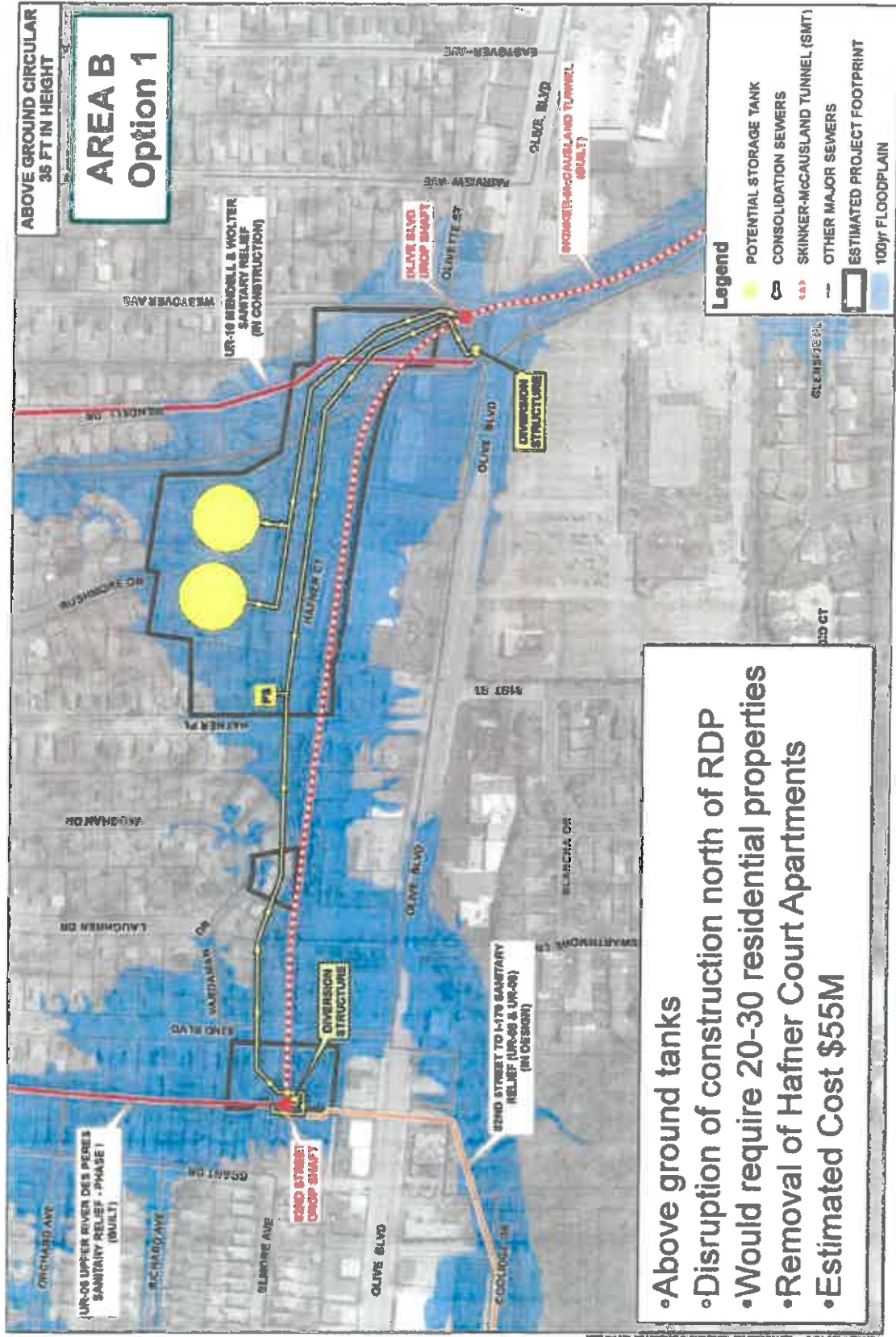
Potential Solution Areas - 5 Areas



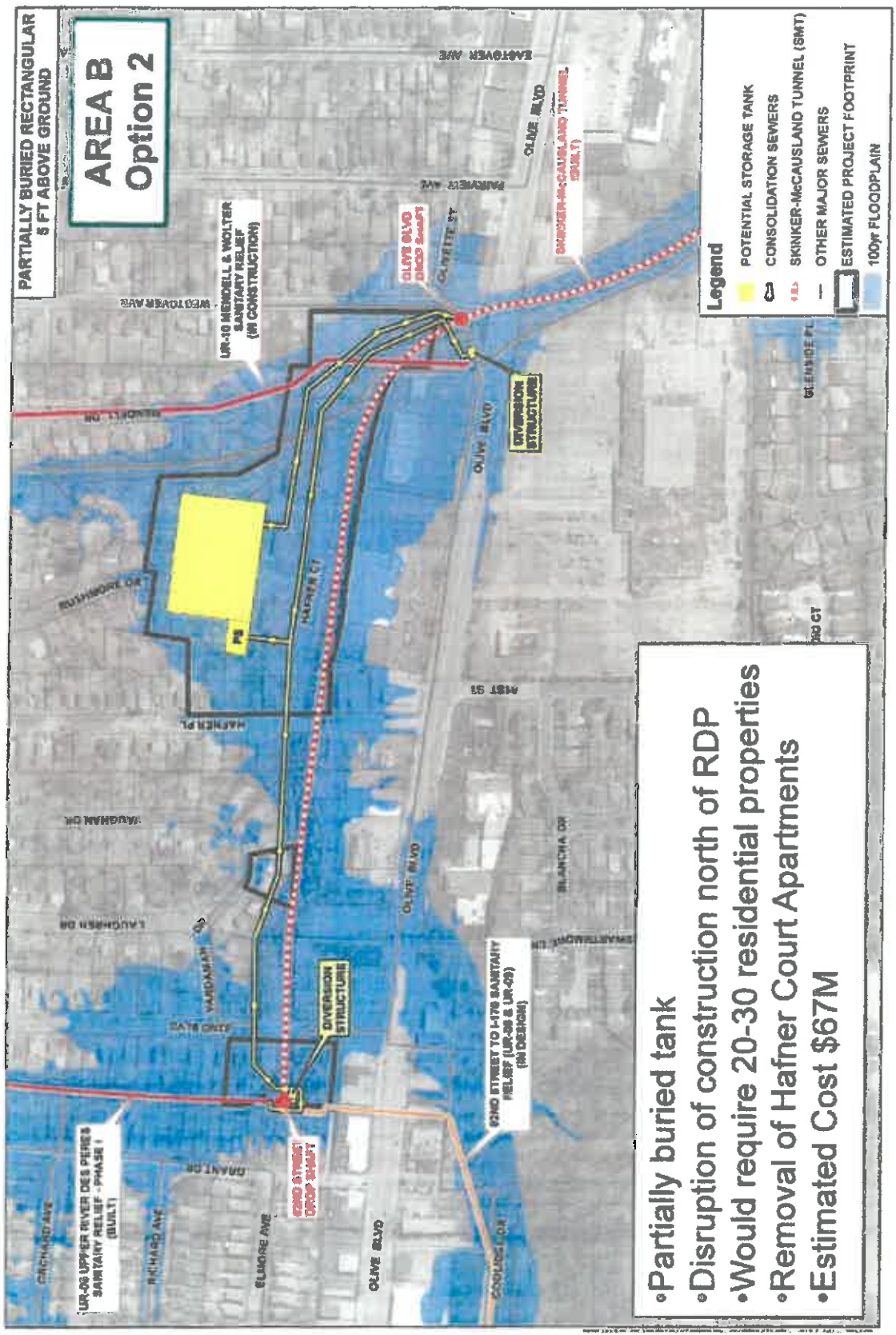




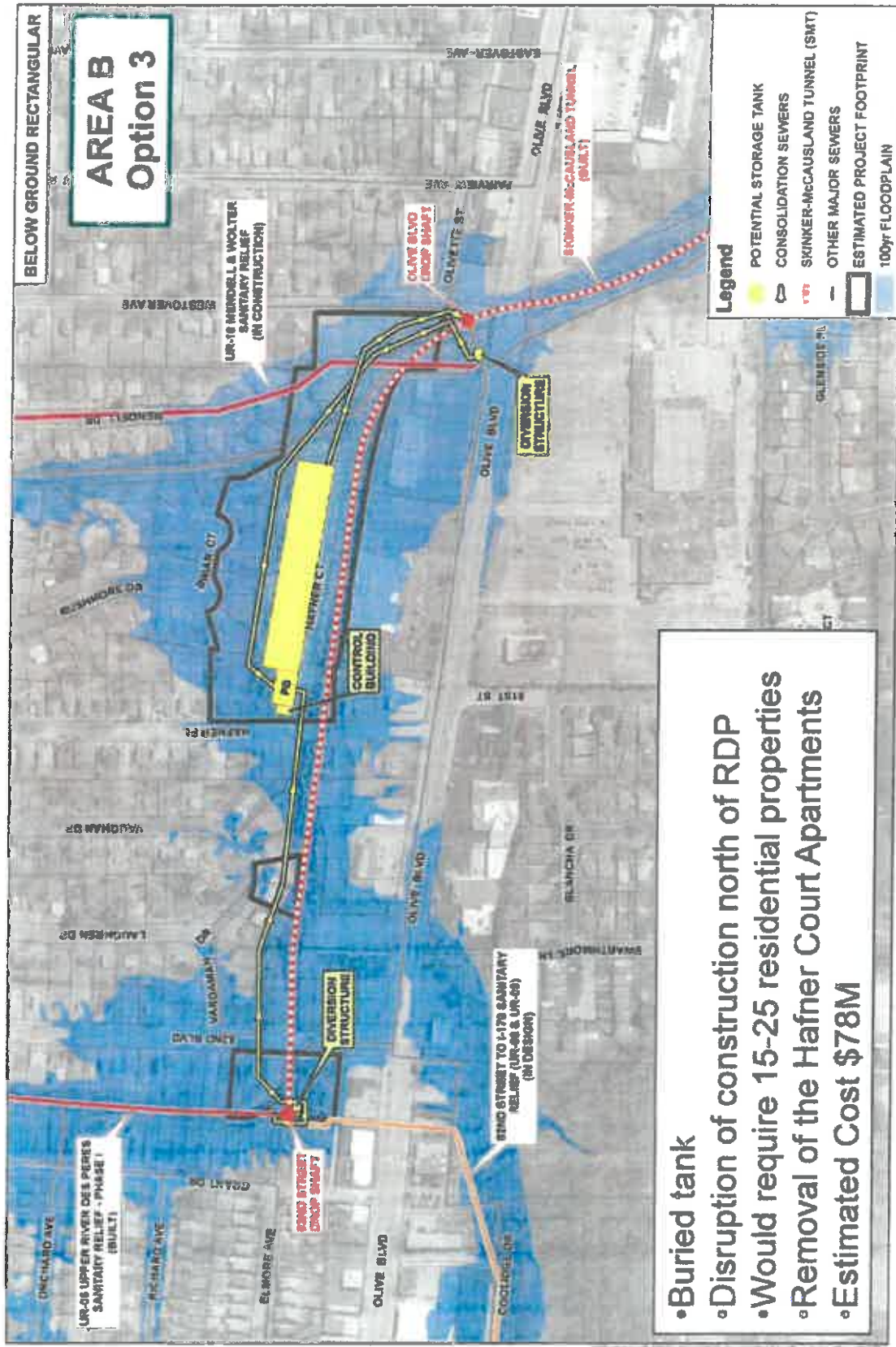


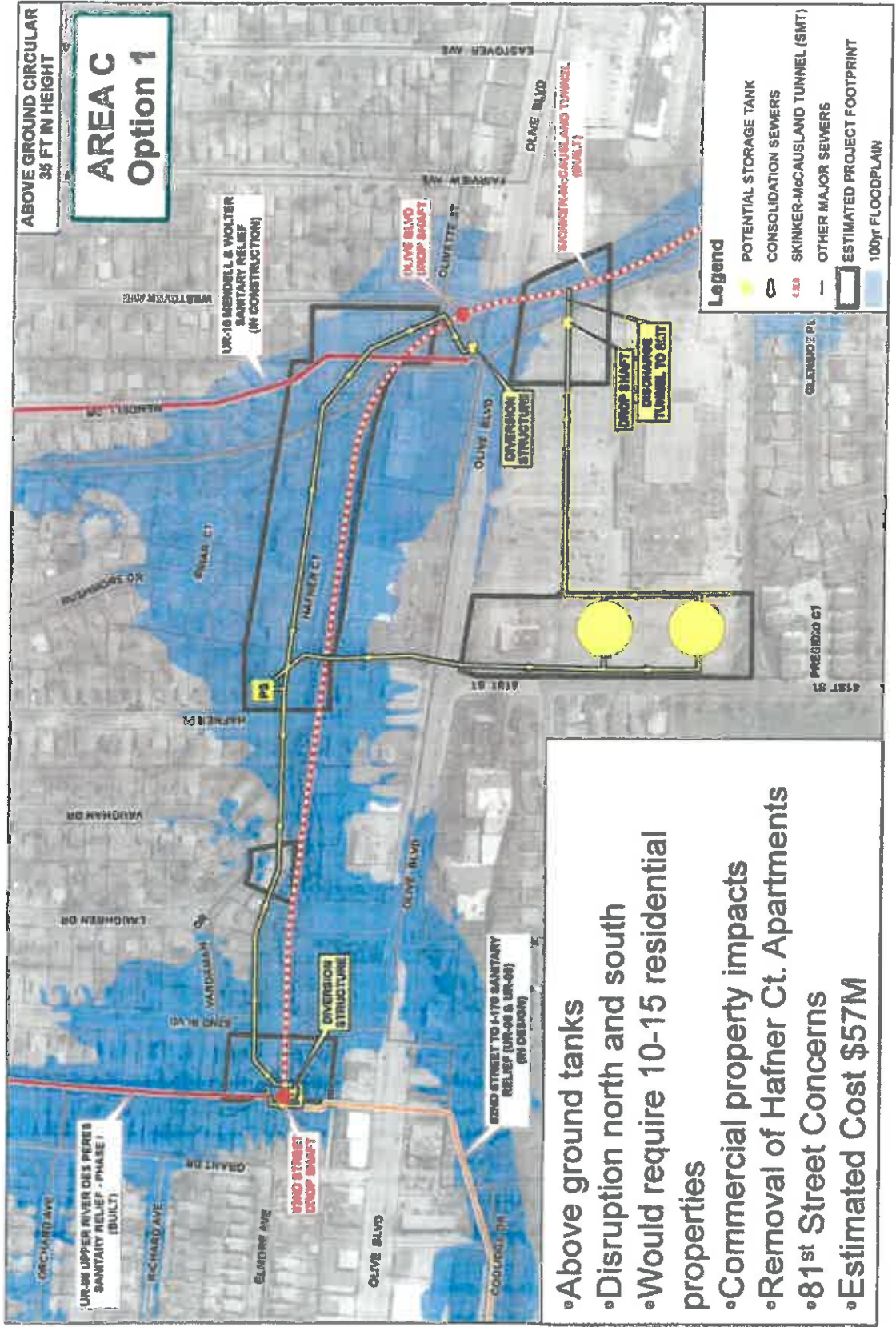


- Above ground tanks
- Disruption of construction north of RDP
- Would require 20-30 residential properties
- Removal of Hafner Court Apartments
- Estimated Cost \$55M



- Partially buried tank
- Disruption of construction north of RDP
- Would require 20-30 residential properties
- Removal of Hafner Court Apartments
- Estimated Cost \$67M



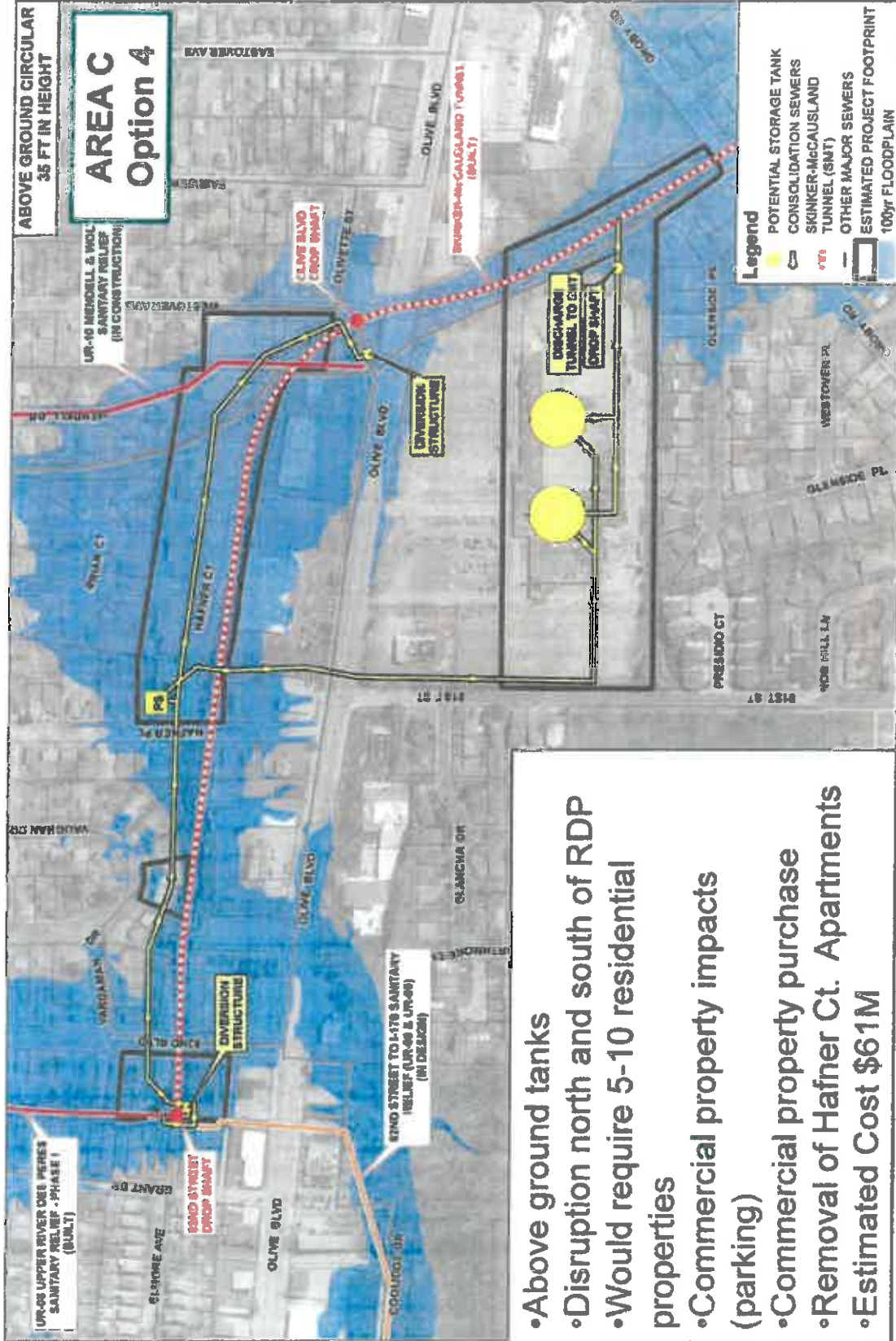


- Above ground tanks
- Disruption north and south properties
- Would require 10-15 residential properties
- Commercial property impacts
- Removal of Hafner Ct. Apartments
- 81st Street Concerns
- Estimated Cost \$57M

AREA C
Option 1

ABOVE GROUND CIRCULAR
36 FT IN HEIGHT

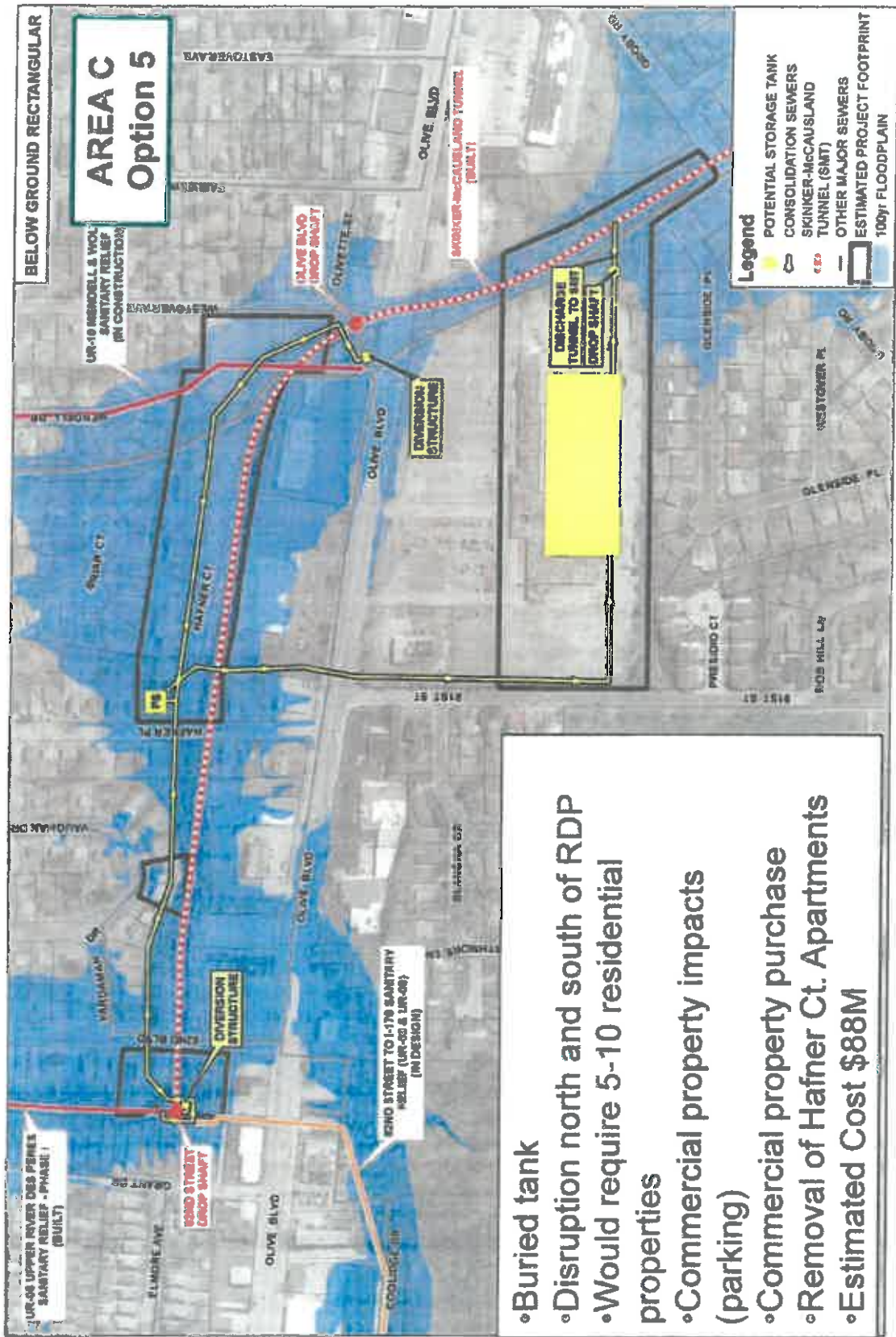
- Legend**
- POTENTIAL STORAGE TANK
 - CONSOLIDATION SEWERS
 - SKINKER-MCAUSLAND TUNNEL (SMT)
 - OTHER MAJOR SEWERS
 - ESTIMATED PROJECT FOOTPRINT
 - 100yr FLOODPLAIN



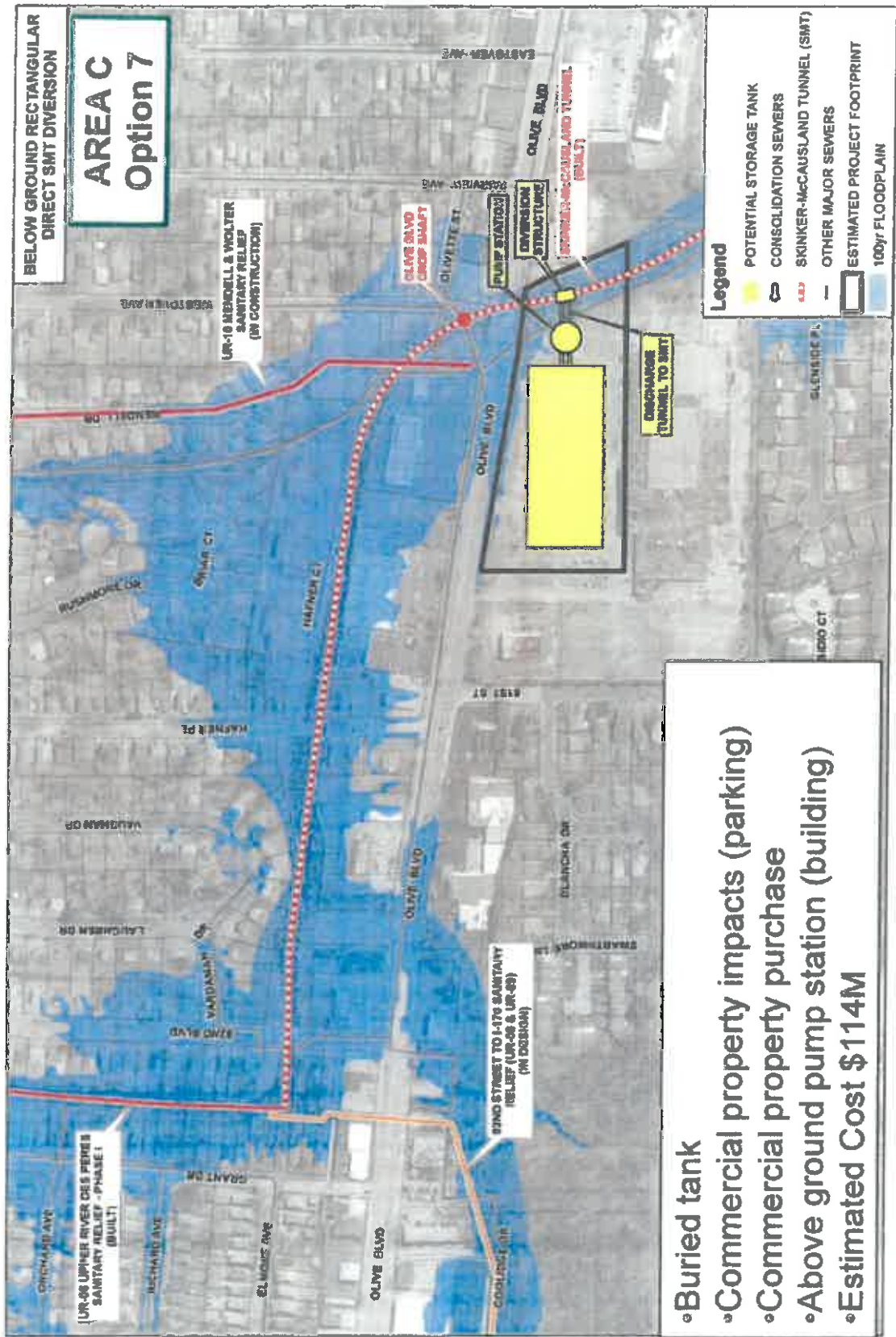
**AREA C
Option 4**

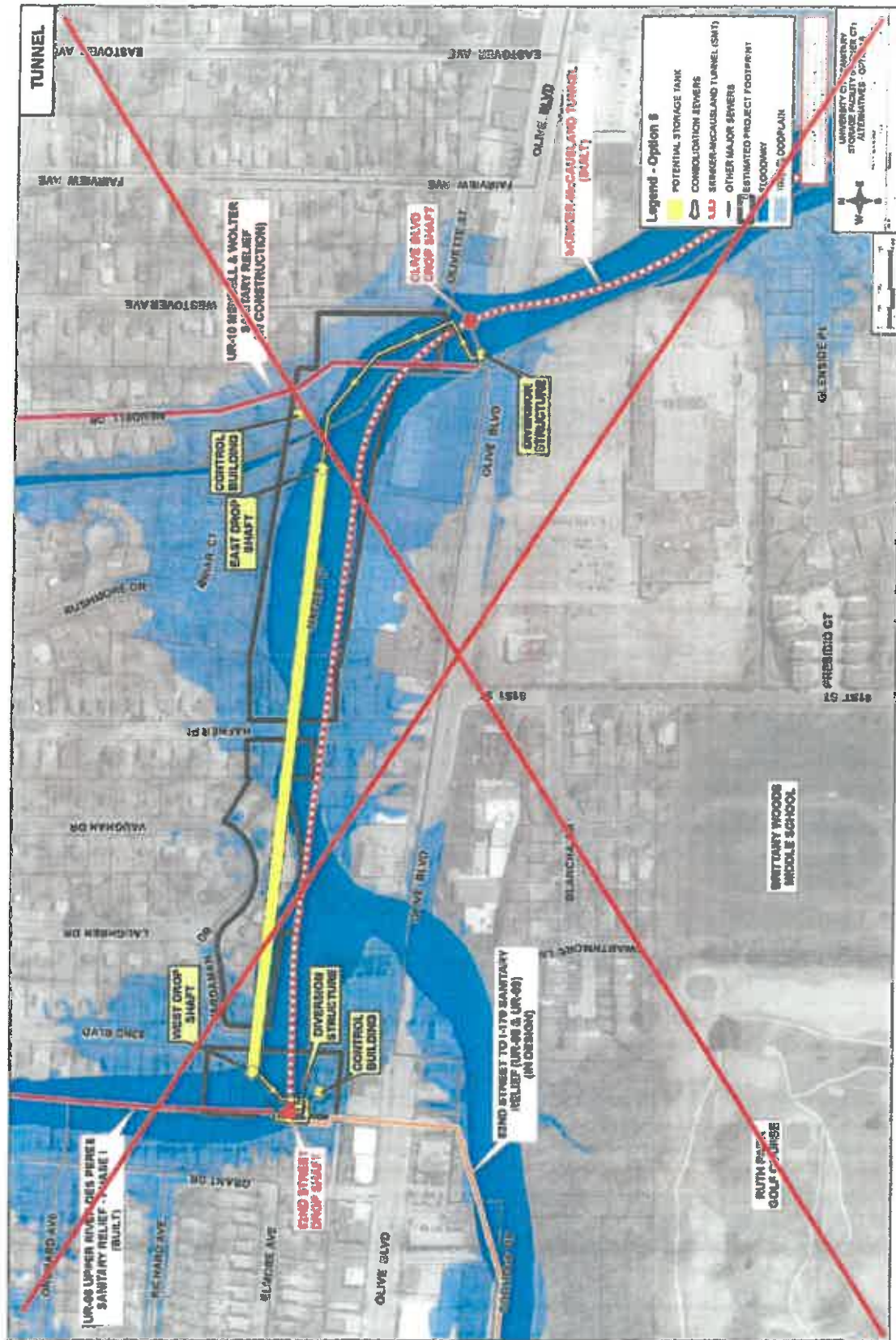
**ABOVE GROUND CIRCULAR
36 FT IN HEIGHT**

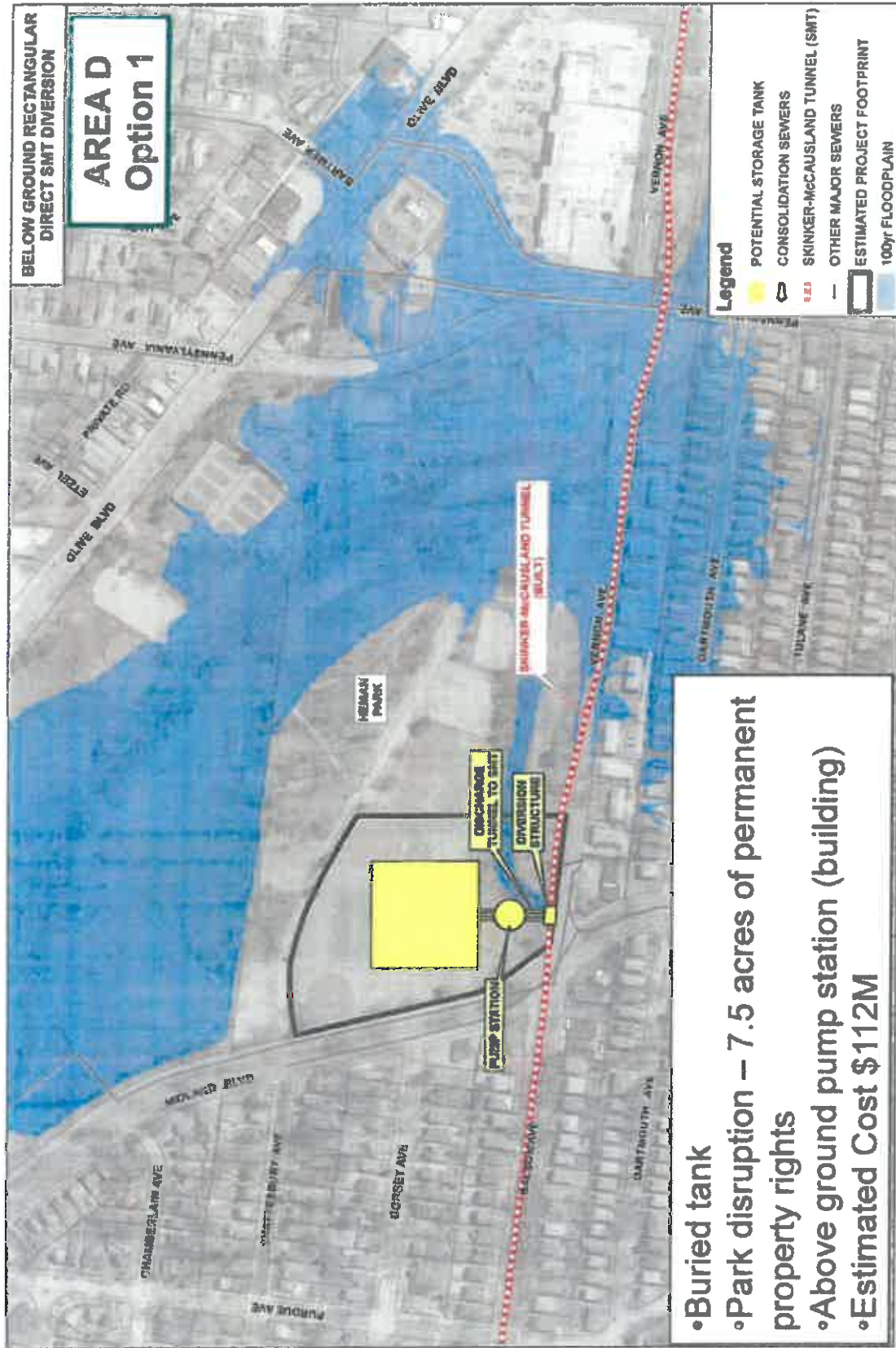
- Above ground tanks
- Disruption north and south of RDP
- Would require 5-10 residential properties
- Commercial property impacts (parking)
- Commercial property purchase
- Removal of Hafner Ct. Apartments
- Estimated Cost \$61M



- Buried tank
- Disruption north and south of RDP
- Would require 5-10 residential properties
- Commercial property impacts (parking)
- Commercial property purchase
- Removal of Hafner Ct. Apartments
- Estimated Cost \$88M



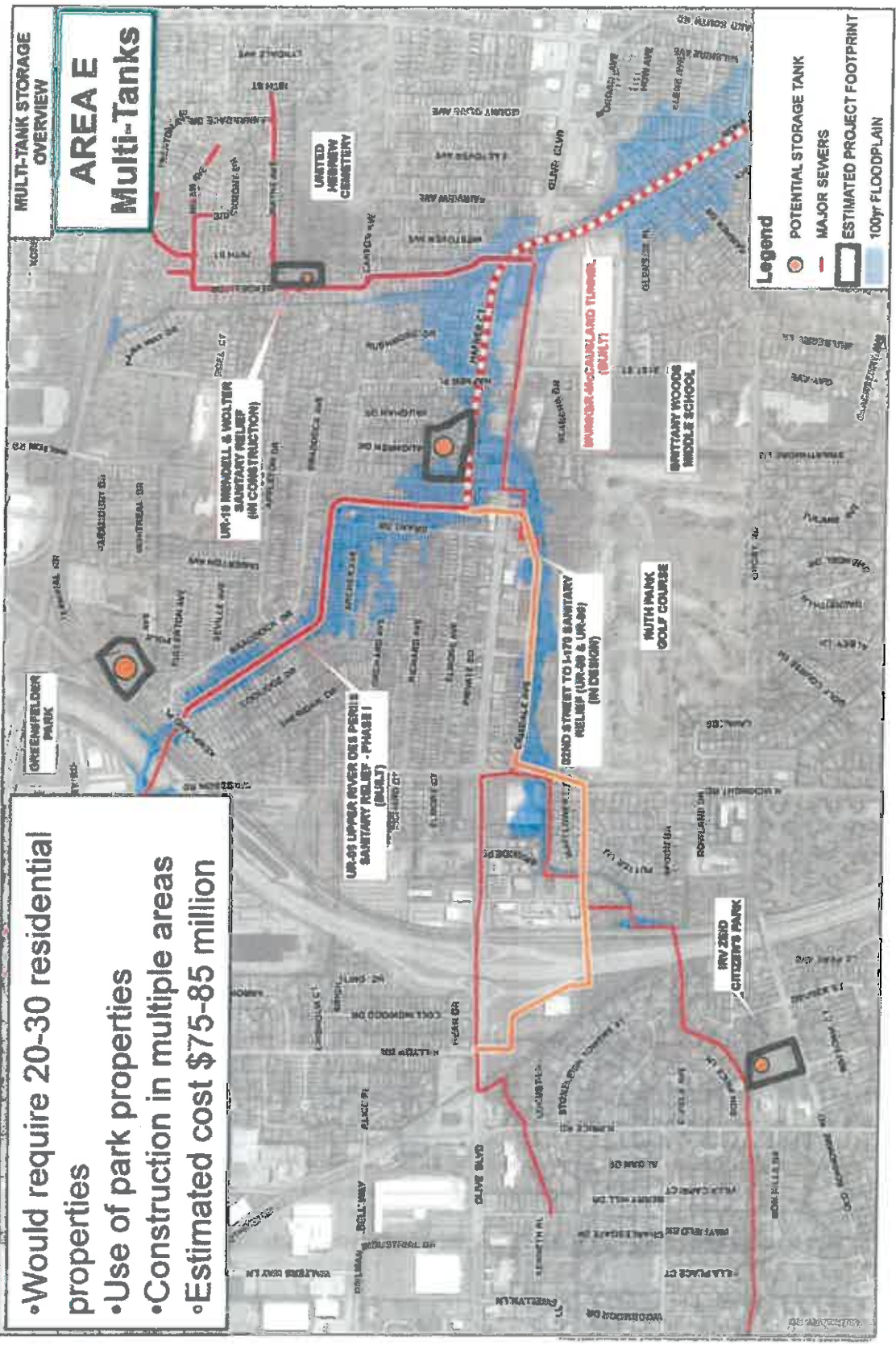




MULTI-TANK STORAGE OVERVIEW

**AREA E
Multi-Tanks**

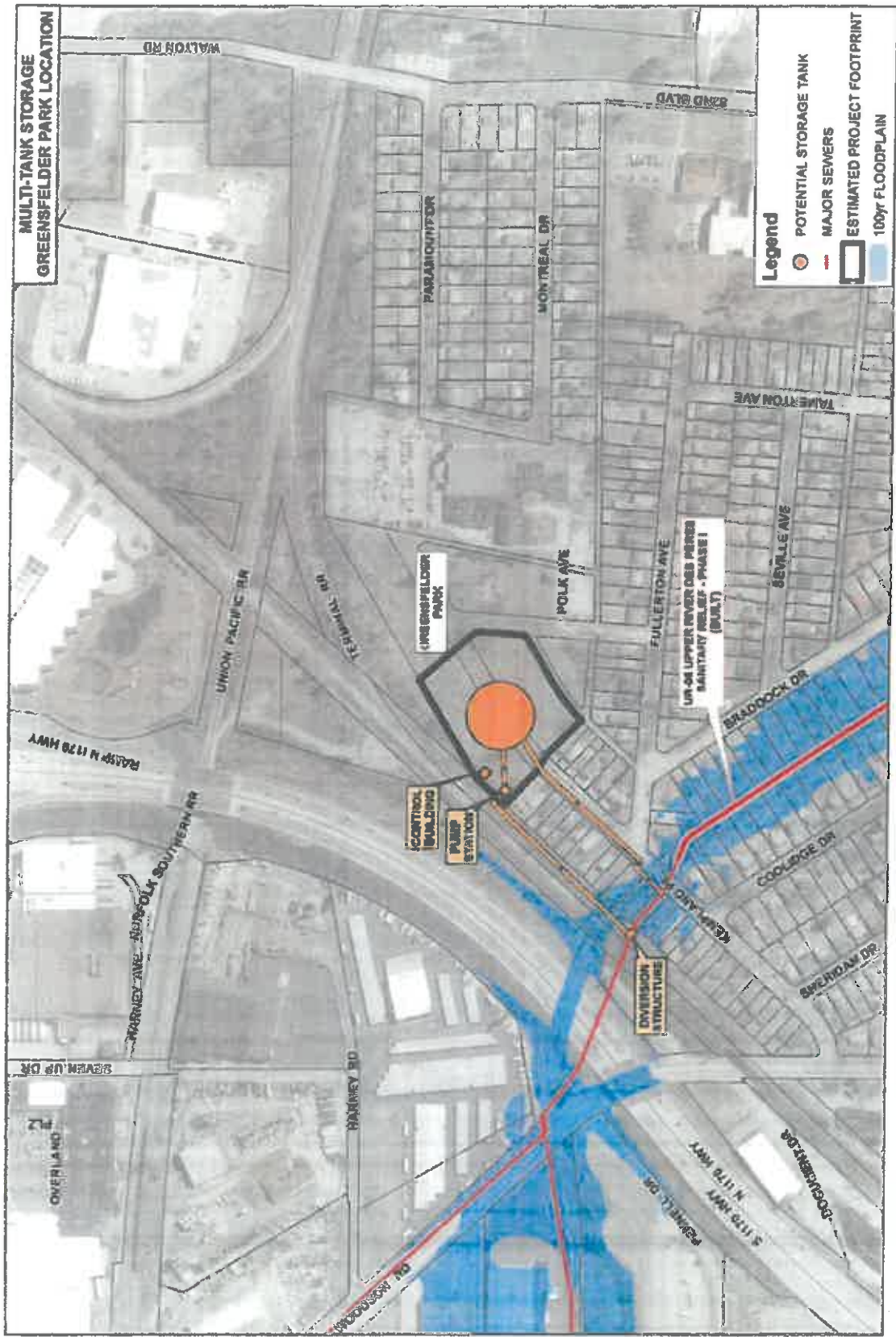
- Would require 20-30 residential properties
- Use of park properties
- Construction in multiple areas
- Estimated cost \$75-85 million

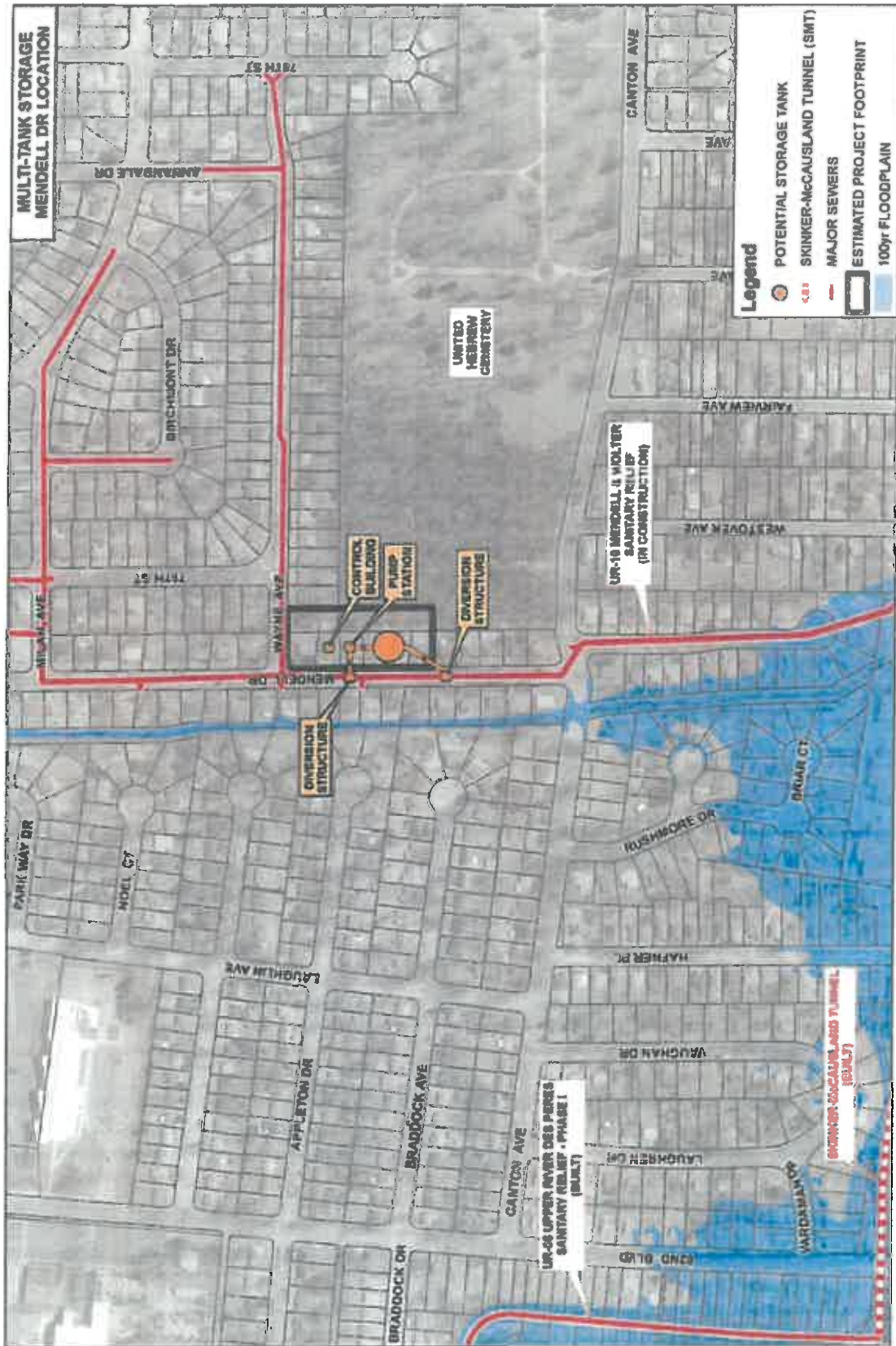


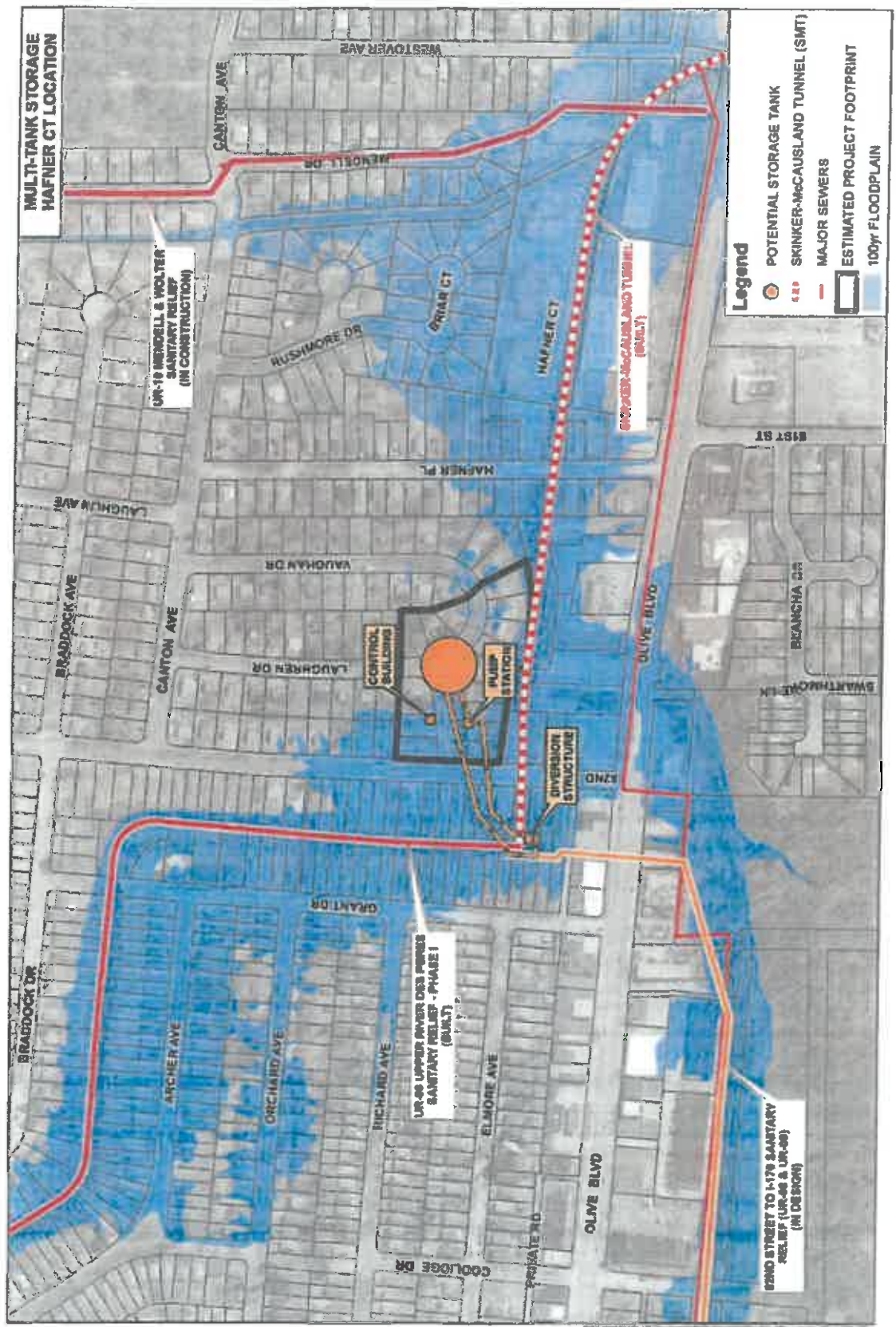
Legend

- POTENTIAL STORAGE TANK
- MAJOR SEWERS
- ESTIMATED PROJECT FOOTPRINT
- 100yr FLOODPLAIN









Feedback and Next Steps

④ Feedback

- Documenting Tonight's Comments
- Public Comment Forms Distributed
- Return Tonight or At a Later Time

④ Next Steps

- Additional Public Meeting to be Scheduled

④ Questions

PROJECT CONTACT INFORMATION

(314) 682-1608

UNIVERSITYCITYSTORAGE@burnsmcd.com

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,)	
et al.,)	
)	
Plaintiffs,)	
)	No. 4:07CV1120 HEA
v.)	
)	
THE METROPOLITAN ST. LOUIS)	
SEWER DISTRICT et al.,)	
)	
Defendants)	
)	

SECOND MATERIAL AMENDMENT TO CONSENT DECREE

WHEREAS, the United States of America (“United States”), the Missouri Coalition for the Environment Foundation (“Coalition”), and the Metropolitan St. Louis Sewer District’s (“MSD”) (collectively “Parties”) are parties to a Clean Water Act (“CWA”) Consent Decree entered by this Court on April 27, 2012 (Dkt. #159) and subsequently modified by non-material modifications, Dkt ##161 and 165, and (first) material amendment at Dkt. #164;

WHEREAS, the Consent Decree requires, among other things, that MSD construct and implement certain CSO Control Measures in accordance with the descriptions, design and performance criteria, and the dates for bid year and achievement of full operation for each CSO Control Measure set forth in Appendix D to the Consent Decree;

WHEREAS, the Consent Decree requires that MSD construct (1) a CSO storage tunnel, Upper River Des Peres Storage Tunnel Serving Lemay Outfalls 064, 066 to 096, 099 to 102, 167.



178 and 180, providing 30 million gallons of storage and resulting in no more than 94 million gallons of untreated overflow during four or less overflow events in a typical year, and achieving full operation by June 30, 2034, (2) a CSO storage tunnel, River Des Peres Tributaries Storage Tunnel Serving Lemay CSO Outfalls 103, 104, 105, 106, 111, 117 to 128, 130, 131, 134, 136 to 140, 166 and 176, providing 28 million gallons of storage and resulting in four or less overflow events in a typical year, and achieving full operation by June 30, 2030, (3) a CSO treatment unit with 100 million gallons per day capacity providing equivalent of primary clarification, solids/floatables disposal, and disinfection and resulting in four or less overflow events in a typical year, and achieving full operation by December 31, 2030 and (4) a CSO storage tunnel, Lower & Middle River Des Peres Storage Tunnel Serving Lemay CSO Outfalls 008 to 032, 036, 037, 039, 041 to 044, 048, 050, 052, 053, 054, 057, 058, 061, 063, 163, 170 to 173, and 181 providing 231 million gallons of storage and resulting in no more than 1,412 million gallons of untreated overflow during four or less overflow events in a typical year and achieving full operation by December 31, 2030. See Appendix D, Consent Decree, as modified by Second Agreed Non-Material Consent Decree Modification, Dkt. #165, at ¶ 1.b. However, the Parties have agreed to extend the critical milestones, including bid years and the achievement of full operation, for each of these storage tunnels and treatment unit by an additional three to seven years, as set forth in the revised Appendix D below (hereafter "Proposed Amendment"). The final date for achievement of full operation for all CSO Control Measures called for in the Consent Decree will be extended by five years from June 30, 2034 to June 30, 2039;

WHEREAS, the Parties agree that this Proposed Amendment is necessary because MSD currently incinerates 68,000 tons of sewage sludge annually, utilizing multiple hearth incinerators. The Federal Plan Requirements for Sewage Sludge Incineration Units Constructed on or before October 14, 2010, set forth at 40 C.F.R. Part 62, Subpart LLL (“SSI Rule”), issued by EPA in 2016, require MSD to replace its multiple hearth incinerators. The replacement of these incinerators will occur in fiscal years 2021 – 2026 timeframe and is estimated to cost approximately \$360 million in 2017 dollars. These incinerator improvements were not scheduled to be expended in the fiscal years 2021 – 2026 and have placed an additional financial burden on MSD ratepayers. By the end of fiscal year 2020, the MSD ratepayers will have experienced rate increases of 10% or more, on average, for the last 8 years. The requirements imposed by the 2016 SSI Rule will cause the ratepayers to experience even higher rate increases because the work will have to be done at or around the same time as the peak of the Consent Decree program.

EPA considered the projected residential indicator when evaluating this request by MSD to amend the Consent Decree. The residential indicator assesses the impact of projected costs on the median residential household by measuring the average cost of wastewater bills relative to median household income in the service area to help determine the financial capability of an entity to implement the necessary control measures. EPA’s “Combined Sewer Overflows - Guidance for Financial Capability Assessment and Schedule Development” provides that a residential indicator greater than 2% signals a “High” financial impact on residents, meaning that the community is likely to experience economic hardship in complying with the federal water standards. This Proposed Amendment will allow the MSD ratepayers to experience single digit rate increases for the

remainder of the Consent Decree program while allowing the projected residential indicator in the City of St. Louis to remain below 2.5% at least until fiscal year 2028 and possibly through the life of the Consent Decree program. Without the Proposed Amendment, the residential indicator in the City of St. Louis is expected to exceed 2.8% by fiscal year 2030. The residential indicator for the entire District is expected to stay below 1.8% with this amendment, whereas it is expected to peak near 2.0% without the Proposed Amendment.

WHEREAS, the Parties also agree that MSD will construct and implement the following additional CSO Control Measure: Green Infrastructure in Lemay Service Area to capture runoff from existing or future impervious areas on properties and, if possible, adjacent impervious streets and alleys, to a designed drainage area of at least 80 acres to reduce untreated overflow volume to the River Des Peres during the typical year by at least 8 million gallons, with at least a minimum expenditure of \$20 million for the River Des Peres CSOs;

WHEREAS, this additional CSO Control Measure – Green Infrastructure in the Lemay Service Area - will reduce an additional 8 million gallons of CSO discharges per year from entering the River Des Peres. Acceleration of the schedule for the sewage sludge incinerator improvements will result in a reduction of approximately 2,109 tons of air emissions each year;

WHEREAS, Paragraph 60 of the Consent Decree provides that if MSD experiences adverse changes to its financial circumstances or other financial or budgetary issues, MSD may request a modification of a CSO Control Measure and/or CSO Critical Milestone in this Consent Decree and Appendix D;

WHEREAS, Paragraph 136 of the Consent Decree provides that the Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all Parties. Where the modification constitutes a material change to the Consent Decree, the modification shall be effective only upon approval by the Court;

WHEREAS, the Parties have agreed, pursuant to Paragraph 136 of the Consent Decree, to this Proposed Amendment to the Consent Decree;

WHEREAS, this Proposed Amendment made herein constitutes a material change to the Consent Decree, requiring Court approval under Paragraph 136 of the Consent Decree; and

WHEREAS, the Parties recognize, and the Court by entering this Amendment finds, that this Amendment has been negotiated by the Parties at arm's length and in good faith and that this Amendment is fair, reasonable, and in the public interest.

NOW THEREFORE, with the consent of the Parties, **IT IS HEREBY ADJUDGED, ORDERED, AND DECREED** as follows:

1. Except as specifically modified herein and by non-material modifications, Dkt. ##161 and 165, and (first) material amendment, Dkt. #164, all provisions of the Consent Decree entered by the Court on April 27, 2012 (Dkt. #159) shall remain unchanged and in full force and effect.

2. The CSO Control Measures for Upper River Des Peres Storage Tunnel, River Des Peres Tributaries Storage Tunnel, CSO Treatment Unit, and Lower & Middle River Des Peres Storage Tunnel as set forth at pages 3, 5, and 6 of Appendix D of the Consent Decree shall be amended as follows (deletions are indicated in ~~strikeout text~~ and additions are indicated in **bold and italicized text**):

CSO Control Measure	Description	Design Criteria	Performance Criteria	Critical Milestones
Upper River Des Peres Storage Tunnel serving Lemay Outfalls 064, 066 to 096, 099 to 102, 167, 178 and 180	Deep storage tunnel, near-surface facilities, pump station, sewer separation and consolidation sewers	Provide storage volume of 30 million gallons in deep tunnel system to capture flows from Lemay CSO Outfalls 064, 066 to 096, 099 to 102, 167, 178 and 180	When incorporated with other River Des Peres CSO controls, reduce overflows to 4 events or less, and 94 million gallons of untreated overflow volume in the typical year ⁽¹⁾	<ul style="list-style-type: none"> • Bid Year – 2028 2032 • Achievement of Full Operation – 6/30/2034 6/30/2039
River Des Peres Tributaries Storage Tunnel serving Lemay CSO Outfalls 103, 104, 105, 106, 111, 117 to 128, 130, 131, 134, 136 to 140, 166 and 176	Storage / Conveyance tunnel, near-surface facilities, pump station, sewer separation and consolidation sewers	Conveyance tunnel with storage volume of 28 million gallons to capture flows from Lemay CSO Outfalls 103, 104, 105, 106, 111, 117 to 128, 130, 131, 134, 136 to 140, 166 and 176	When incorporated with other River Des Peres CSO controls, reduce overflows to 4 events or less to River Des Peres main channel in the typical year ⁽¹⁾	<ul style="list-style-type: none"> • Bid Year – 2024 2028 • Achievement of Full Operation – 6/30/2030 6/30/2035
CSO Treatment Unit	Enhanced High Rate Clarification facility	100 MGD capacity providing equivalent of primary clarification, solids/floatables disposal, and disinfection	When incorporated with other River Des Peres CSO controls, reduce overflows to 4 events or less in the typical year ⁽¹⁾ Comply with applicable Missouri Operating Permit.	<ul style="list-style-type: none"> • Bid Year – 2027 2034 • Achievement of Full Operation – 12/31/2030 12/31/2037
Lower & Middle River Des Peres Storage Tunnel serving Lemay CSO Outfalls 008 to 032, 036, 037, 039, 041 to 044, 048, 050, 052, 053, 054, 057, 058, 061, 063, 163, 170 to 173, and 181	Deep storage tunnel, near-surface facilities, pump station, sewer separation and consolidation sewers	Provide storage volume of at least 231 million gallons in deep tunnel system to capture flows from Lemay CSO Outfalls 008 to 032, 036, 037, 039, 041 to 044, 048, 050, 052, 053, 054, 057, 058, 061, 063, 163, 170 to 173, and 181	When incorporated with other River Des Peres CSO controls, reduce overflows to 4 events or less in the typical year ⁽¹⁾ , and untreated overflow volume to the River Des Peres of 1,412 million gallons from the Lower & Middle River Des Peres Storage Tunnel and the River Des Peres Tributaries Storage Tunnel combined.	<ul style="list-style-type: none"> • Bid Year – 2021 2027 • Achievement of Full Operation – 12/31/2030 12/31/2037

3. The CSO Control Measure of the Green Infrastructure in the Lemay Service Area shall be added at page 9 of Appendix D of the Consent Decree as follows:

CSO Control Measure	Description	Design Criteria	Performance Criteria	Critical Milestones
<i>Green Infrastructure in Lemay Service Area</i>	<i>Storm water retrofitting and greening of properties in Lemay service area</i>	<i>Capture runoff from existing or future impervious areas on properties and, if possible, adjacent impervious streets and alleys, in accordance with MSD's 2017 Material Modification B.</i>	<i>Beginning January 1, 2018, apply green infrastructure to a designed drainage area of at least 80 acres to reduce untreated overflow volume to the River Des Peres during the typical year by at least 8 million gallons, with a minimum expenditure of \$20 million for the River Des Peres CSOs.</i>	<ul style="list-style-type: none"> • <i>Bid Year – 2018</i> • <i>Achievement of Full Operation – 12/31/2039</i>

4. The effective date of this Amendment shall be the date upon which this Amendment is entered by the Court or the motion to enter this Amendment is granted, whichever occurs first, as recorded on the Court's docket.

5. Each undersigned representative of MSD, the Coalition, EPA, and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Amendment and to execute and legally bind the Party he or she represents to this Amendment.


6. This Amendment shall be lodged with this Court for a period of at least 30 days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding this Amendment disclose facts or considerations indicating that this Amendment is inappropriate, improper, or inadequate. MSD consents to entry of this Amendment as proposed without further notice and agrees not to withdraw from or oppose entry of this Amendment by the Court or to challenge any provision of this Amendment, unless the

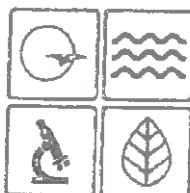
United States has notified MSD in writing that the United States no longer supports entry of the Amendment.

7. This Amendment to the Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to this Amendment to the Consent Decree, and this Amendment supersedes all prior agreements and understandings, whether oral or written concerning the Amendment embodied herein.

8. This Agreement may be executed in counterparts, and its validity shall not be challenged on that basis.

Dated and entered this 22nd day of June, 2018.


HENRY EDWARD AUTREY
UNITED STATES DISTRICT JUDGE



Missouri Department of dnr.mo.gov

NATURAL RESOURCES

Michael L. Parson, Governor

Carol S. Comer, Director

AUG 13 2018

Mr. Brian L. Hoelscher, Executive Director
Metropolitan St. Louis Sewer District
2350 Market Street
St. Louis, MO 63103

RE: Combined Sewer Overflow Long-Term Control Plan Supplements

Dear Mr. Hoelscher:

The Missouri Department of Natural Resources has completed its review of Supplement No. 3 of the Metropolitan St. Louis Sewer District's Combined Sewer Overflow (CSO) Long-Term Control Plan (LTCP) received on July 2, 2018.

By this letter, the Department approves the modifications to the following LTCP control measures as outlined in this Supplement to the extent such modifications are consistent with the recent revisions to the federal Consent Decree:

1. CSO Control Measure identified as the Upper River Des Peres Storage Tunnel related to outfalls 064, 066, 096, 099 to 102, 167, 178, and 180;
2. CSO Control Measure identified as the River Des Peres Tributaries Storage Tunnel related to outfalls 103 to 106, 111, 117, 128, 130, 131, 134, 136 to 140, 166, and 176;
3. CSO Control Measure identified as CSO Treatment Unit;
4. CSO Control Measure identified as "Lower & Middle River Des Peres Storage Tunnel related to outfalls 008 to 032, 036, 037, 039, 041, 044, 048, 050, 052 to 054, 057, 058, 061, 063, 163, 170 to 173, and 181; and
5. The addition of a new CSO Control Measure of Green Infrastructure involving stormwater retrofits in the Lemay Service Area.

If you have any other questions about this letter, please contact Mr. John Rustige, P.E., of my staff, at 573-751-7298, john.rustige@dnr.mo.gov or by mail at the Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102. Thank you.

Sincerely,

WATER PROTECTION PROGRAM

Chris Wieberg
Director

CW:jm

- c: Ms. Susan M. Meyers, General Counsel, Metropolitan St. Louis Sewer District
Ms. Jodi Bruno, U.S. Environmental Protection Agency, Region 7
Mr. Paul Dickerson, Water Protection Program, Compliance and Enforcement Section



ACCESS AGREEMENT

This ACCESS AGREEMENT (this "*Agreement*") is made as of _____ 20__ ("*Effective Date*") by and between _____ ("*_____*") and The Metropolitan St. Louis Sewer District, a Missouri municipal corporation ("*MSD*"), and together with _____, individually each, a "*Party*" and collectively, the "*Parties*").

WHEREAS, _____ owns certain real property commonly known as _____, Missouri (such real property and any improvements above or below ground therein, collectively, the "*Site*");

WHEREAS, MSD has hired _____ ("*Contractor*") to perform certain geotechnical testing and related services at the Site (the "*Services*"); and

WHEREAS, MSD desires permission to enter the Site for the sole purpose of the Services; and _____ is willing to give permission subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. **Permission.** _____ hereby grants permission to MSD, Contractor, and their respective Representatives or invitees (collectively, the "*Entering Party Group*") to enter the Site for the Services in accordance with this Agreement. Such permission is revocable by _____ upon written notice to MSD. The Entering Party Group's access and use of the Site shall be during normal business hours and in manners agreeable to _____. MSD shall be responsible for the Services performed by the Entering Party Group. The term "*Representatives*" means, with respect to a Person, such Person's employees, contractors, subcontractors, and agents

2. **Purpose.** MSD shall communicate with _____'s designated representative, initially _____ at 314-_____, prior to the Services being performed and shall coordinate all Services such that _____, or its representative, has the opportunity to observe all or any part of the Services, including the timing of such Services.

3. **Term.** This Agreement shall be effective as of the Effective Date, and shall continue in effect for a period of _____, unless sooner terminated by either Party in accordance with the terms of this Agreement.

4. **Conduct of Activities.** Each member of the Entering Party Group shall conduct the Services and other activities hereunder in accordance with all applicable laws, rules and regulations (collectively, "*Laws*") and good standard industry practices, and in a manner that does not interfere with the operations of _____ at the Site. MSD shall be responsible for promptly repairing and remediating, at its expense, any damage to property or the environment that arises out of the Services.

5. **Site Cleanup.** MSD shall remove all supplies and debris and shall return the Site to _____ in the same condition as it was upon MSD's access to the Site.

6. **Safety.** _____ makes no representations as to any conditions of the Site, and Entering Party Group shall rely solely on its own examination and investigation of the surface and subsurface conditions at the Site, and all local and general conditions that may affect the Services. MSD shall be responsible for the safety of the Entering Party Group.



7. **Insurance.** MSD shall maintain, and will cause Contractor to maintain, the insurance coverage set forth on **Exhibit A** attached hereto.

8. **Miscellaneous.**

(a) **Entire Agreement; Amendment.** The recitals of this Agreement are by this reference incorporated herein. This Agreement sets forth the entire understanding and agreement, and supersedes any and all prior agreements, written or oral, between the parties with respect to the subject matter hereof. This Agreement cannot be amended except by a writing signed by both Parties.

(b) **Construction.** The singular includes the plural, and vice versa. The term "*includes*" and its derivative expressions mean "includes, but is not limited to" and the corresponding derivative expressions. The term "*Section*" means a section of this Agreement. Unless paired with the word "either", the term "*or*" is inclusive and not exclusive. The captions and section headings set forth in this Agreement are for convenience only and shall not be used in defining or construction any of the terms and conditions of this Agreement. Nothing in this Agreement shall be construed against either party as the alleged drafter thereof.

(c) **Binding Effect; Assignment.** This Agreement binds and inures to the benefit of the Parties and their respective successors. Neither party can assign this Agreement in whole or in part without the other party's prior written consent.

(d) **Waiver; Severability.** Waiver by either party of any breach of the terms and conditions contained in this Agreement will not be construed as a waiver of any other or continuing breach. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of its other provisions.

(e) **Governing Law; Venue.** This Agreement shall be interpreted in accordance with Missouri law, without regard to its conflicts of law rules. Any action or proceeding between the Parties relating to this Agreement shall be commenced and maintained exclusively in the state or federal courts having jurisdiction over St. Louis County, Missouri and each party submits itself unconditionally and irrevocably to the personal jurisdiction of such courts. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR PROCEEDING RELATING TO THE AGREEMENT.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement. Electronic copies of any signed original shall be deemed the same as delivery of an original. Upon request, a party shall confirm electronic copies of any signed original document by signing and delivering a duplicate original document.

[Signature Page Follows]

IN WITNESS WHEREOF, the authorized representatives of the Parties have signed this Agreement as of the Effective Date.

The Metropolitan St. Louis Sewer District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

INSURANCE

The following insurance policies will be underwritten by insurance companies authorized to do business in the State of Missouri. Such policies will include:

1. **Workers' Compensation.** The legal liability under the Workers' Compensation Act of the State of Missouri, to pay claims for personal injuries sustained by its employees, including death resulting therefrom. With respect to employer's liability coverage, the limits of liability will be not less than \$1,000,000 per accident – injury, \$1,000,000 policy limit – disease, and \$1,000,000 per employee – disease.
2. **Commercial General Liability.** The legal liability of MSD for injuries to or death of any person or persons and damage to the property of others. The limits of liability will be not less than: \$2,000,000 per occurrence and \$4,000,000 annual aggregate, other than products/completed operations, plus excess coverage of \$15,000,000. Commercial general liability coverage must be written on an "occurrence" basis.
3. **Commercial Automobile Liability.** The legal liability of MSD for bodily injuries and damage to the property of others arising out of the ownership, maintenance or use of any motor vehicle by MSD or its Representatives. The limits of liability will be not less than: \$2,000,000 per occurrence. Coverage will apply to owned, rented or leased, and non-owned vehicles.
4. **Umbrella/Excess Liability.** This coverage is optional. Any part of the required limits for employer's liability, commercial general liability, or automobile liability may be provided by an umbrella or excess liability policy.

Certificates of Insurance indicating the required coverage must be delivered to _____ before the Entering Group accesses the Site.

HOW WOULD PROPOSITION P FUNDS BE USED BY THE CITY?



If approved by voters, Proposition P would provide \$5 million to fund some of the capital projects recommended in the 2008 Parks Master Plan and the 2014 Heman Park Master Plan.

\$1 million to:

- Install a destination playground and sprayground in Heman Park that will be fully accessible for people of all physical abilities;
- Build a family shelter in the area; and
- Improve the restroom facilities.

\$1 million to:

Bring our parks into compliance with the ADA by:

- Installing accessible surfaces on a number of playgrounds;
- Putting in ADA-approved drinking fountains;
- Placing bleachers and benches on concrete pads so they can be used by those in wheelchairs; and
- Removing stairs that limit access to a number of our parks and adding ADA-compliant ramps.

\$1 million to:

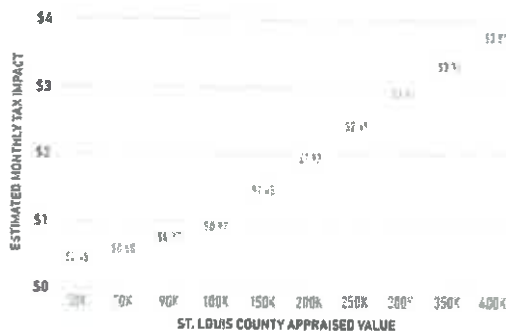
- Create a new entrance to the Heman Park off Midland;
- Reconfigure the parking in Heman Park and install solar lighting in the upgraded parking areas;
- Install native canopy and flowering trees; and
- Create a picnic grove.

\$1.5 million to:

- Improve the River des Peres as it passes through Heman Park by removing invasive vegetation and installing native plants to provide river stabilization;
- Install river overlooks; and
- Regrade the slope of the river banks to reduce flooding downstream

WHAT WOULD IT COST ME IF PROPOSITION P IS PASSED?

Residents would pay about \$0.97/month more on their real estate tax bill for every \$100,000 in home value. So, if a house is worth \$200,000, the added cost to the real estate bill would be \$1.93/month, or \$23.16 per year



WHAT WOULD IT COST ME IF PROPOSITION P IS PASSED?

Residents would pay about \$0.97 per month more on their real estate tax bill for every \$100,000 in appraised home value. So, for a house appraised at \$70,000, the added monthly cost would be \$0.68. For a house appraised at \$200,000, the added monthly cost would be \$1.93

TO FIGURE YOUR ADDITIONAL TAX AMOUNT, USE THIS EQUATION:

$$\text{APPRAISED HOME VALUE} \times 0.019 = \$0.061 \text{ PER } \$100 \text{ ESTIMATED MONTHLY TAX INCREASE}$$

Find the appraised valuation of your home at <http://www.stlouisco.com/yourgovernment/countyassessor> or call the Assessor's Office at 314-615-2555

If Proposition P is passed, the University City portion of your real estate tax bill will increase by 0.6%. Every real estate tax bill would increase by that same percentage. This tax will not be regressive. Tax bills for all property owners would increase by the same percentage: 0.6%

WHY CAN'T THESE IMPROVEMENTS BE DONE OUT OF THE CITY'S REGULAR BUDGET?

Regular park maintenance is financed from the general operating budget and sales taxes collected in University City. However, the magnitude of work needed in the City's aging park system, and work mandated by new federal laws related to accessibility, necessitates University City finding another source of revenue to pay for the needed work.

HAS UNIVERSITY CITY ISSUED BONDS FOR CAPITAL IMPROVEMENTS IN THE PAST?

University City has issued bonds for capital improvements in the past. For instance, in 1999 a \$4.5 million bond issue was approved for streets, parks and upgrading of buildings. In 2005, a bond issue was approved to renovate the 100-year-old City Hall.

PROP P



PARKS

PROPOSITION P IS ABOUT IMPROVEMENTS IN OUR PARKS.

Proposition P would fund capital improvements in a number of University City parks.

University City has identified Proposition P as a source of funding to provide \$5 million to fund some of the capital projects recommended in the 2013 Parks Master Plan and the 2014 Historic Park Master Plan.



This International brochure has been produced and paid for by the City of University City.

ON APRIL 7, 2015
 University City voters will have the opportunity to cast a vote on
PROPOSITION P



City of University City
 6801 Delmar Blvd
 University City, MO 63130

Presorted STD
 US Postage
 PAID
 St. Louis, MO
 Permit # 1071

PROPOSITION P IS ABOUT MAKING OUR PARKS MORE ACCESSIBLE.

Proposition P funds would also be used to make our parks more accessible for people of all physical abilities.

In 2013, the Coordinator of Inclusive Services for the Mid-County Region of St. Louis County conducted an assessment of our current parks and playgrounds. As part of the assessment, the City was provided with an eleven (11) page document listing Americans with Disabilities Act (ADA) deficiencies throughout our park system. In order to become compliant within the scope of the law, the items listed in the assessment should be addressed.



Non-accessible water fountain



ADA-compliant water fountain



Non-accessible bench



ADA-compliant bench

EXHIBIT
 5K - 3 - 58



Council Agenda Item Cover

MEETING DATE: October 22, 2018

AGENDA ITEM TITLE: Metropolitan St. Louis Sewer District (MSD) Easement Request – 82nd Blvd. to I170 Sanitary Relief (MSD Project #11993)

AGENDA SECTION: City Manager’s Report

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND REVIEW:

The Metropolitan St. Louis Sewer District is requesting easements across five parcels of land where City of University City holds ownership interest. A copy of this request dated April 24, 2017 (received on June 5, 2017) is attached for review.

The purpose of the easements is construction of underground sewer infrastructure as outlined in the attached project summary dated October 19, 2017. The department of Public Works-Parks has examined the requested easement areas and not determined any objections to the request. Behind 8308 Olive Blvd. privately-owned parcel of property, MSD has coordinated the requested easement area with the concerned business property owner (Car Wash) to the satisfaction of the department of Public Works-Parks in order to alleviate any impacts to that business.

Also attached for review is a location map depicting the locations of all five parcels where the easements are requested. The relative project to this easement request is a Sanitary Sewer Overflow (SSO) elimination effort by MSD under the Project Clear and is slated for anticipated construction from December 2018 until August 2020.

RECOMMENDATION:

City Manager recommends that City Council approve the request and authorize the City Manager to sign and enter into the easement agreements, drafts of which are contained in the MSD’s attached easement request.

ATTACHMENT:

1. MSD’s Easement Request dated April 24, 2017
2. 82nd Blvd to I170 Sanitary Relief Project summary dated October 19, 2017
3. Location Map



**Metropolitan
St. Louis Sewer
District**

2350 Market Street
St. Louis, MO 63103-2555
(314) 768-6200

RECEIVED
JUN 05 2017

BY: Al Carter

April 24, 2017

City of University City
6801 Delmar Blvd.
St. Louis, Mo 63120

RE: Sewer Easement
MSD Project # 11993
82nd Street to 170 Sanitary Relief
For Property At: 8220 Grant Dr.
Parcel #18 - County Locator #17K-53-1601

Dear City of University City:

Your Metropolitan Sewer District (MSD) is preparing to build a sewer project in your area. For MSD to build this project, we need to acquire easement rights across a portion of your property. Enclosed with this letter, you will find a copy of a drawing showing the location of this easement.

Based upon MSD's experience in acquiring easements and a review by an independent professional appraiser for the easement areas necessary to construct this project, MSD is willing to offer you \$2,400.00.

At your earliest convenience, please call me at (314) 768-6323 so we can discuss this offer. In order to keep this project on schedule we must have a response from you no later than May 8, 2017.

Sincerely,

Harvey Allen
Right of Way Agent
Engineering/Program Management Division
Enclosure
File

82ND STREET TO I-170 SANITARY RELIEF (UR-08,
UR-09) AND COLLINGWOOD DRIVE CONSOLIDATION SEWER
11993

S:\11000-Series\11900-11999\11993 82ND Street to I-170 Sanitary Relief (UR-08, UR-09)\EASEMENTS\11993-18-17K531601-[E-TCE].dwg 12-08-16 07:02:51 AM dhevan

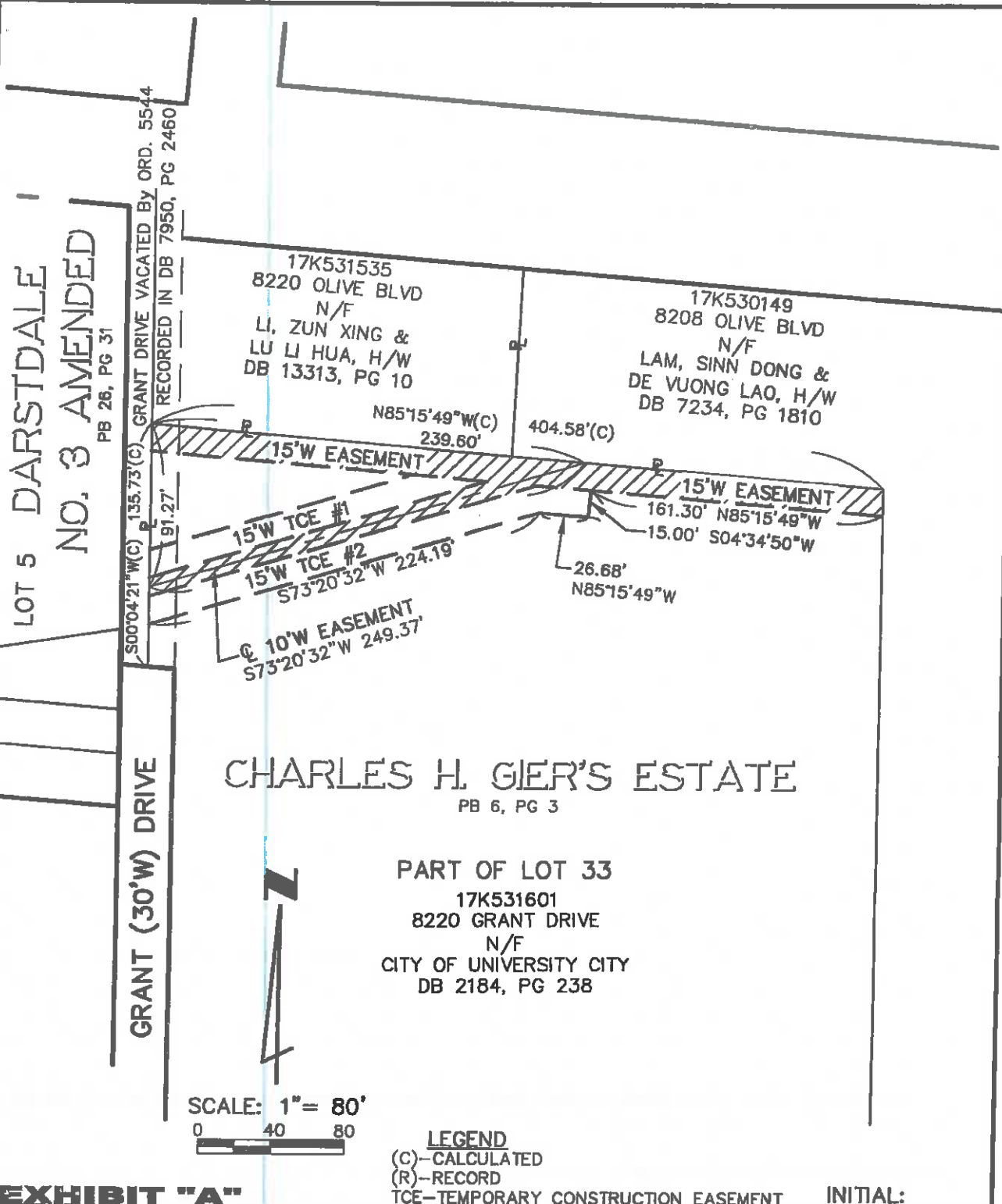


EXHIBIT "A"

EASEMENT PLAT
PART OF LOT 33 IN CHARLES H. GIER'S ESTATE
PLAT BOOK 6, PAGE 3
UNIVERSITY CITY, ST LOUIS COUNTY, MISSOURI

K-4-8

82nd Street to 170 Sanitary Relief
17K-53-1601

EASEMENT

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, that City of University City, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by The Metropolitan St. Louis Sewer District, the receipt of which is hereby acknowledged, does hereby give, grant, extend, and confer on The Metropolitan St. Louis Sewer District the exclusive right to build and maintain a sewer or sewers, including stormwater improvements, on the strip or strips of ground described as shown hachured on the attached "Easement Plat" marked Exhibit "A" and made a part hereof, and to use such additional space adjacent to the easement(s) so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned sewer or sewers, including stormwater improvements. The Metropolitan St. Louis Sewer District may from time to time enter upon said premises to construct, reconstruct, replace, maintain, or repair the aforesaid sewer or sewers, including stormwater improvements, and may assign its rights herein to the State, County, City, or other political subdivisions of the State. The easement(s) hereby granted is(are) irrevocable and shall continue forever.

Also, granted and conferred upon The Metropolitan St. Louis Sewer District by this instrument is a temporary construction easement shown but not hachured giving The Metropolitan St. Louis Sewer District the right to use certain areas, designated on Exhibit "A" as temporary construction easement area, including ingress and egress, the right to remove trees, shrubs, and bushes, grade, excavate and fill as necessary to build said sewer(s) and/or stormwater improvements and to perform all other related construction, including temporary relocated utilities for this project. The temporary construction easement hereby granted shall become null and void upon the completion of this project.

IN WITNESS WHEREOF, the said City of University City has caused these presents to be signed by its City Manager this ____ day of _____, 20__.

City of University City
By _____
Charles Adams --- City Manager

Attest:

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

On this ____ day of _____, 20__, before me appeared Charles Adams, to me personally known, who being by me duly sworn, did say he is City Manager of University City and that said instrument was signed in behalf of said corporation by authority of its Board of City Council, and said City of University City acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

My Commission expires _____

Notary Public

MSD/ENG. 3.10 – Corp – Esmt & TCE



**Metropolitan
St. Louis Sewer
District**

2350 Market Street
St. Louis, MO 63103-2555
(314) 768-6200

RECEIVED
JUN 05 2017
BY: *Glatter*

April 24, 2017

City of University City
1160 N. Mcknight Rd.
St. Louis, Mo 63132

RE: Sewer Easement
MSD Project # 11993
82nd Street to 170 Sanitary Relief
For Property At: 1160 N. Mcknight Rd.
Parcel #20 - County Locator #17K-44-0026


Dear City of University City:

Your Metropolitan Sewer District (MSD) is preparing to build a sewer project in your area. For MSD to build this project, we need to acquire easement rights across a portion of your property. Enclosed with this letter, you will find a copy of a drawing showing the location of this easement.

Based upon MSD's experience in acquiring easements and a review by an independent professional appraiser for the easement areas necessary to construct this project, MSD is willing to offer you \$1,000.00 for those rights.

At your earliest convenience, please call me at (314) 768-6323 so we can discuss this offer. In order to keep this project on schedule we must have a response from you no later than May 8, 2017.

Sincerely,


Harvey Allen
Right of Way Agent
Engineering/Program Management Division
Enclosure
File

82ND STREET TO I-170 SANITARY RELIEF (UR-08,
UR-09) AND COLLINGWOOD DRIVE CONSOLIDATION SEWER
11993

N:\Projects\11000-Series\11900-11999\11993 82ND Street to I-170 Sanitary Relief (UR-08, UR-09)\EASEMENTS\11993-20-17K440026-[E].dwg 12-12-16 10:43:06 AM dhevsn

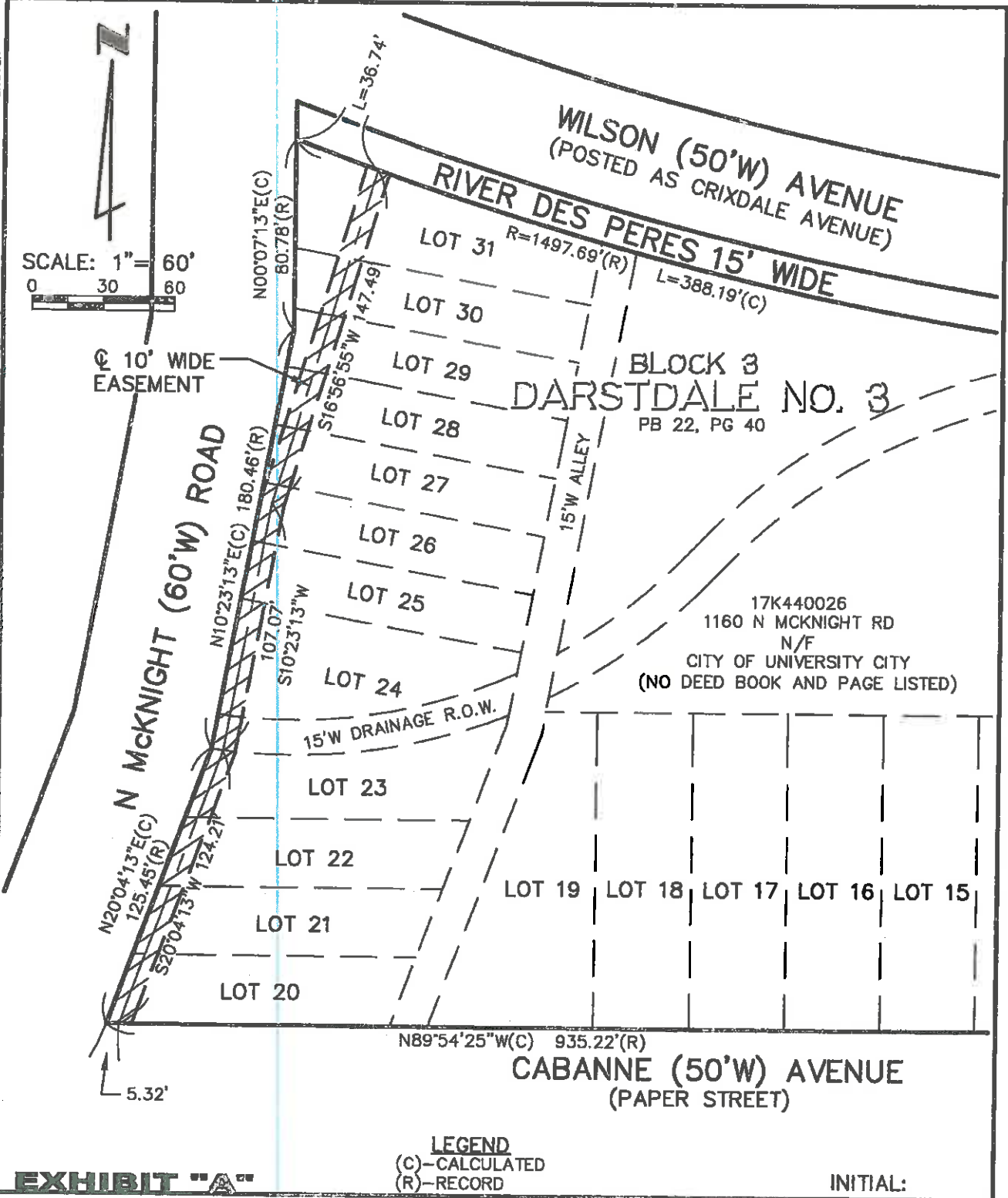


EXHIBIT "A"

LEGEND
(C) - CALCULATED
(R) - RECORD

INITIAL:

EASEMENT PLAT
LOTS 20 - 31 IN BLOCK 3 DARTSDALE NO. 3
PLAT BOOK 22, PAGE 40
UNIVERSITY CITY, ST LOUIS COUNTY, MISSOURI

K-4-6

82nd Street to 170 Sanitary Relief
17K-44-0026

EASEMENT

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, that City of University City, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by The Metropolitan St. Louis Sewer District, the receipt of which is hereby acknowledged, does hereby give, grant, extend, and confer on The Metropolitan St. Louis Sewer District the exclusive right to build and maintain a sewer or sewers, including stormwater improvements, on the strip or strips of ground described as shown hachured on the attached "Easement Plat" marked Exhibit "A" and made a part hereof, and to use such additional space adjacent to the easement(s) so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned sewer or sewers, including stormwater improvements. The Metropolitan St. Louis Sewer District may from time to time enter upon said premises to construct, reconstruct, replace, maintain, or repair the aforesaid sewer or sewers, including stormwater improvements, and may assign its rights herein to the State, County, City, or other political subdivisions of the State. The easement(s) hereby granted is(are) irrevocable and shall continue forever.

Also, granted and conferred upon The Metropolitan St. Louis Sewer District by this instrument is a temporary construction easement shown but not hachured giving The Metropolitan St. Louis Sewer District the right to use certain areas, designated on Exhibit "A" as temporary construction easement area, including ingress and egress, the right to remove trees, shrubs, and bushes, grade, excavate and fill as necessary to build said sewer(s) and/or stormwater improvements and to perform all other related construction, including temporary relocated utilities for this project. The temporary construction easement hereby granted shall become null and void upon the completion of this project.

IN WITNESS WHEREOF, the said City of University City has caused these presents to be signed by its City Manager this ____ day of _____, 20__.

City of University City
By _____
Charles Adams — City Manager

Attest:

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

On this ____ day of _____, 20__, before me appeared Charles Adams, to me personally known, who being by me duly sworn, did say he is City Manager of University City and that said instrument was signed in behalf of said corporation by authority of its Board of City Council, and said City of University City acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

My Commission expires _____.

Notary Public

MSD/ENG. 3.10 – Corp – Esmt & TCE



**Metropolitan
St. Louis Sewer
District**

2350 Market Street
St. Louis, MO 63103-2555
(314) 768-6200

RECEIVED
JUN 05 2017
BY: *J. Carter*

April 24, 2017

City of University City
1150 N. Mcknight Rd.
St. Louis, Mo 63132

RE: Sewer Easement
MSD Project # 11993
82nd Street to 170 Sanitary Relief
Parcel #21 - County Locator #17K-42-0073

Dear City of University City:

Your Metropolitan Sewer District (MSD) is preparing to build a sewer project in your area. For MSD to build this project, we need to acquire easement rights across a portion of your property. Enclosed with this letter, you will find a copy of a drawing showing the location of this easement.

Based upon MSD's experience in acquiring easements and a review by an independent professional appraiser for the easement areas necessary to construct this project, MSD is willing to offer you \$500.00 for those rights.

At your earliest convenience, please call me at (314) 768-6323 so we can discuss this offer. In order to keep this project on schedule we must have a response from you no later than May 8, 2017.

Sincerely,

Harvey Allen
Right of Way Agent
Engineering/Program Management Division
Enclosure
File

82ND STREET TO I-170 SANITARY RELIEF (UR-08,
UR-09) AND COLLINGWOOD DRIVE CONSOLIDATION SEWER
11993

N:\Projects\11000- Series\11900-11999\11993 82ND Street to I-170 Sanitary Relief (UR-08, UR-09)\EASEMENTS\11993-21-17K420073-[E-TCE].dwg 12-12-16 12:58:50 PM dhevsn

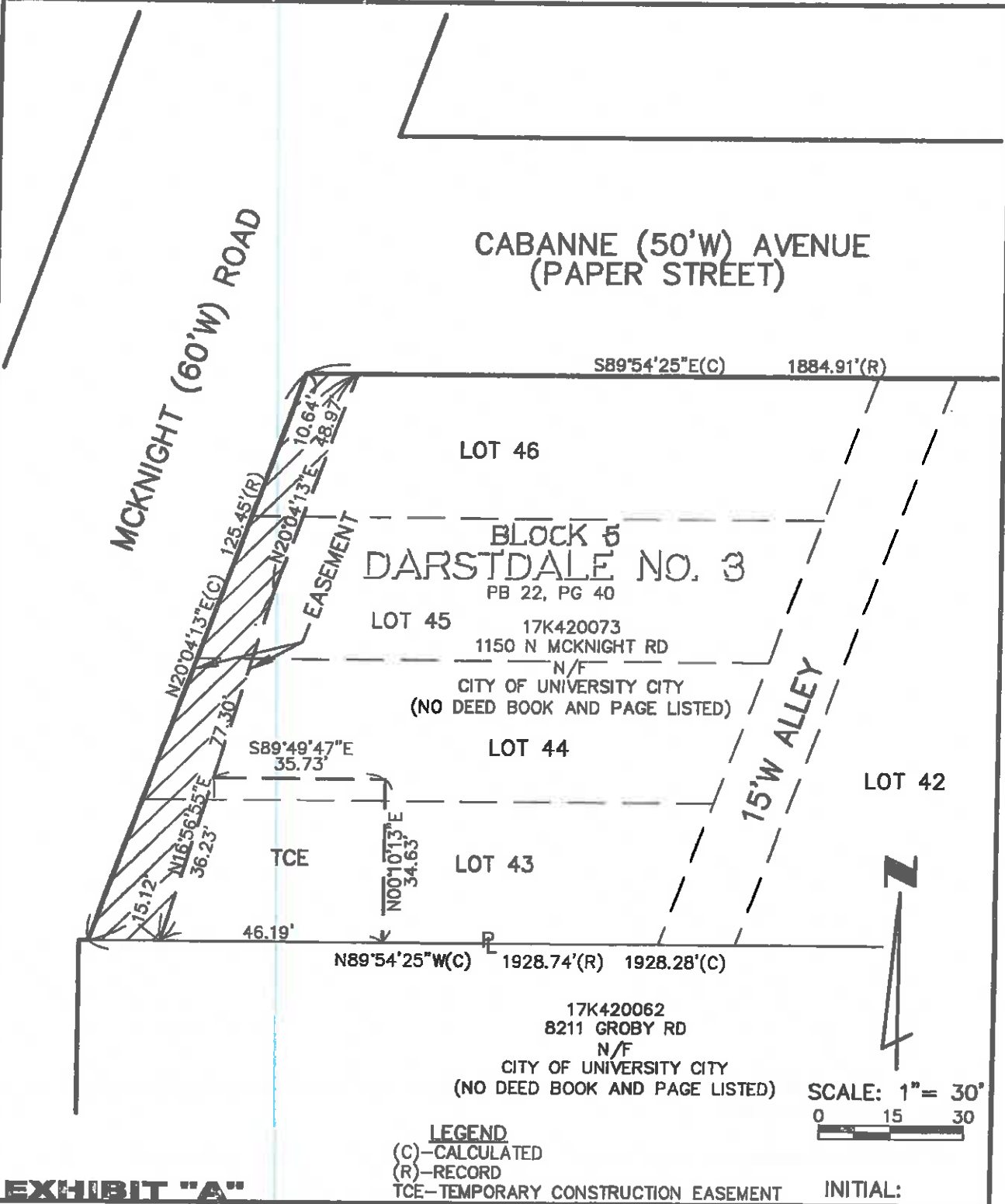


EXHIBIT "A"

EASEMENT PLAT
LOTS 43-46 IN BLOCK 5 OF DARSTDALE NO. 3
PLAT BOOK 22, PAGE 40
UNIVERSITY CITY, ST LOUIS COUNTY, MISSOURI

KK 44-10



**Metropolitan
St. Louis Sewer
District**

2350 Market Street
St. Louis, MO 63103-2555
(314) 768-6200



April 24, 2017

City of University City
8211 Groby Rd.
St. Louis, Mo 63132

RE: Sewer Easement
MSD Project # 11993
82nd Street to 170 Sanitary Relief
Parcel #22 - County Locator #17K-42-0062


Dear City of University City:

Your Metropolitan Sewer District (MSD) is preparing to build a sewer project in your area. For MSD to build this project, we need to acquire easement rights across a portion of your property. Enclosed with this letter, you will find a copy of a drawing showing the location of this easement.

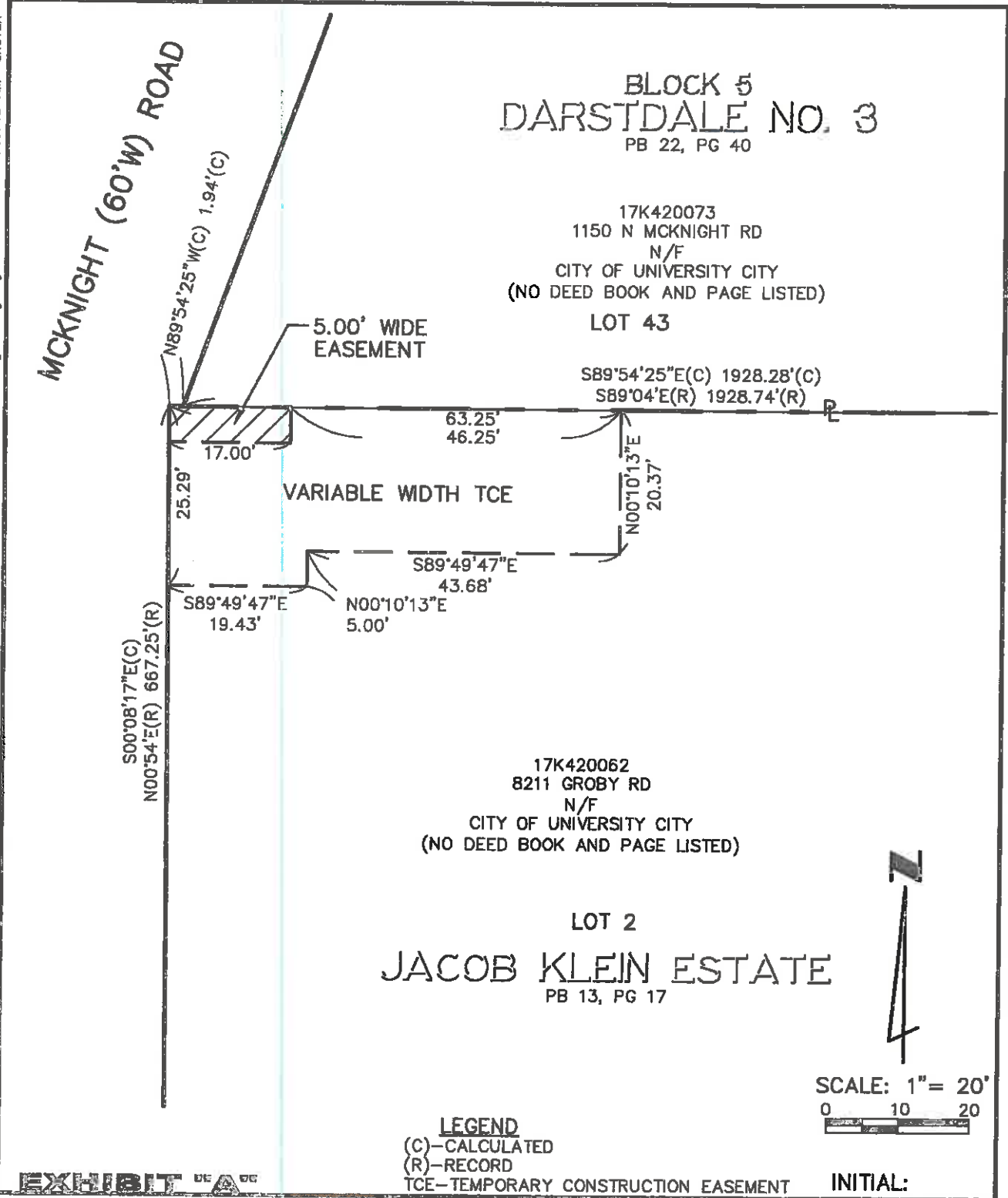
Based upon MSD's experience in acquiring easements and a review by an independent professional appraiser for the easement areas necessary to construct this project, MSD is willing to offer you \$250.00 for those rights.

At your earliest convenience, please call me at (314) 768-6323 so we can discuss this offer. In order to keep this project on schedule we must have a response from you no later than May 8, 2017.

Sincerely,


Harvey Allen
Right of Way Agent
Engineering/Program Management Division
Enclosure
File

N:\Projects\11000-Series\11900-11999\11993 82ND Street to I-170 Sanitary Relief (UR-08, UR-09)\EASEMENTS\11993-22-17K420062-[E-TCE].dwg 12-13-16 07:09:48 AM dhevsn



EASEMENT PLAT
PART OF LOT 2 OF JACOB KLEIN ESTATE
PLAT BOOK 13, PAGE 17
UNIVERSITY CITY, ST LOUIS COUNTY, MISSOURI

82nd Street to 170 Sanitary Relief
17K-42-0062

EASEMENT

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, that City of University City, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by The Metropolitan St. Louis Sewer District, the receipt of which is hereby acknowledged, does hereby give, grant, extend, and confer on The Metropolitan St. Louis Sewer District the exclusive right to build and maintain a sewer or sewers, including stormwater improvements, on the strip or strips of ground described as shown hachured on the attached "Easement Plat" marked Exhibit "A" and made a part hereof, and to use such additional space adjacent to the easement(s) so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned sewer or sewers, including stormwater improvements. The Metropolitan St. Louis Sewer District may from time to time enter upon said premises to construct, reconstruct, replace, maintain, or repair the aforesaid sewer or sewers, including stormwater improvements, and may assign its rights herein to the State, County, City, or other political subdivisions of the State. The easement(s) hereby granted is(are) Irrevocable and shall continue forever.

Also, granted and conferred upon The Metropolitan St. Louis Sewer District by this instrument is a temporary construction easement shown but not hachured giving The Metropolitan St. Louis Sewer District the right to use certain areas, designated on Exhibit "A" as temporary construction easement area, including ingress and egress, the right to remove trees, shrubs, and bushes, grade, excavate and fill as necessary to build said sewer(s) and/or stormwater improvements and to perform all other related construction, including temporary relocated utilities for this project. The temporary construction easement hereby granted shall become null and void upon the completion of this project.

IN WITNESS WHEREOF, the said City of University City has caused these presents to be signed by its City Manager this ____ day of _____, 20__.

City of University City
By _____
Charles Adams — City Manager

Attest:

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

On this ____ day of _____, 20__, before me appeared Charles Adams, to me personally known, who being by me duly sworn, did say he is City Manager of University City and that said instrument was signed in behalf of said corporation by authority of its Board of City Council, and said City of University City acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

My Commission expires _____.

Notary Public

MSD/ENG. 3.10 – Corp – Esmt & TCE



**Metropolitan
St. Louis Sewer
District**

2350 Market Street
St. Louis, MO 63103-2555
(314) 768-6200

RECEIVED
JUN 05 2017
BY: *Harvey Allen*

April 24, 2017

City of University City
8308 Olive Blvd.
St. Louis, MO 63132

RE: Sewer Easement
MSD Project # 11993
82nd Street to 170 Sanitary Relief
Parcel #26 - County Locator #

Dear City of University City:

Your Metropolitan Sewer District (MSD) is preparing to build a sewer project in your area. For MSD to build this project, we need to acquire easement rights across a portion of your property. Enclosed with this letter, you will find a copy of a drawing showing the location of this easement.

Based upon MSD's experience in acquiring easements and a review by an independent professional appraiser for the easement areas necessary to construct this project, MSD is willing to offer you \$250.00 for those rights.

At your earliest convenience, please call me at (314) 768-6323 so we can discuss this offer. In order to keep this project on schedule we must have a response from you no later than May 8, 2017.

Sincerely,

Harvey Allen
Right of Way Agent
Engineering/Program Management Division
Enclosure
File

N:\Projects\11000-Series\11993-82ND Street to I-170 Sanitary Relief (UR-08, UR-09)\EASEMENTS\11993-26-[TCE].dwg 12-22-16 10:09:26 AM DHEVAN

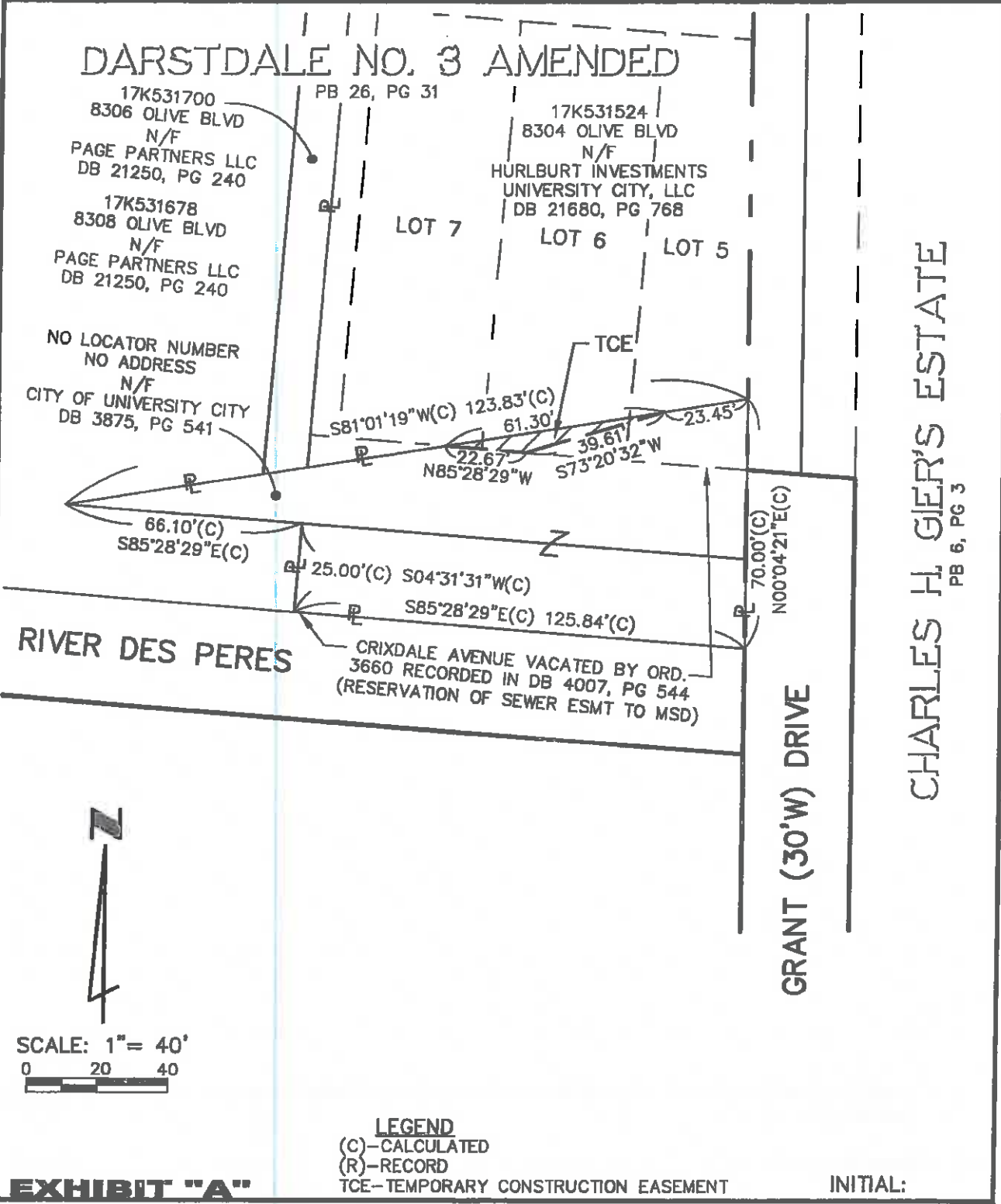


EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT PLAT
PART OF LOTS 5-7 & VACATED CRIXDALE AVE
OF DARTSDALE NO. 3 AMENDED PLAT BOOK 26, PAGE 31
UNIVERSITY CITY, ST LOUIS COUNTY, MISSOURI

82nd Street to 170 Sanitary Relief

EASEMENT

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, that City of University City, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by The Metropolitan St. Louis Sewer District, the receipt of which is hereby acknowledged, does hereby give, grant, extend, and confer on The Metropolitan St. Louis Sewer District the exclusive right to build and maintain a sewer or sewers, including stormwater improvements, on the strip or strips of ground described as shown hachured on the attached "Easement Plat" marked Exhibit "A" and made a part hereof, and to use such additional space adjacent to the easement(s) so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned sewer or sewers, including stormwater improvements. The Metropolitan St. Louis Sewer District may from time to time enter upon said premises to construct, reconstruct, replace, maintain, or repair the aforesaid sewer or sewers, including stormwater improvements, and may assign its rights herein to the State, County, City, or other political subdivisions of the State. The easement(s) hereby granted is(are) irrevocable and shall continue forever.

Also, granted and conferred upon The Metropolitan St. Louis Sewer District by this instrument is a temporary construction easement shown but not hachured giving The Metropolitan St. Louis Sewer District the right to use certain areas, designated on Exhibit "A" as temporary construction easement area, including ingress and egress, the right to remove trees, shrubs, and bushes, grade, excavate and fill as necessary to build said sewer(s) and/or stormwater improvements and to perform all other related construction, including temporary relocated utilities for this project. The temporary construction easement hereby granted shall become null and void upon the completion of this project.

IN WITNESS WHEREOF, the said City of University City has caused these presents to be signed by its City Manager this ____ day of _____, 20__.

City of University City

By _____
Charles Adams --- City Manager

Attest:

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

On this ____ day of _____, 20__, before me appeared Charles Adams, to me personally known, who being by me duly sworn, did say he is City Manager of University City and that said instrument was signed in behalf of said corporation by authority of its Board of City Council, and said City of University City acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

My Commission expires _____

Notary Public

MSD/ENG. 3.10 -- Corp -- Esmt & TCE

Memorandum

Date: October 19, 2017

RECEIVED OCT 20 2017

To: Sinan

From: Harvey Allen

RE: Easement Acquisition for MSD Project - 82nd Street to 170 Sanitary Relief MSD Project

Please see responses to your 5 inquiries below:

- 1) Provide all records of appraisals/property valuation as basis for your offers (all five),
The Determination of Value Sheet for each City owned Parcel is attached.
- 2) Provide a breakdown list of all the easements (different types) and what they are proposed to be used for (the more description the better),
A list of the parcels with the square feet of both easement and temporary construction easement is provided as well as the type of construction that will occur on each parcel. Some will be open excavation and others are to be tunneled.
- 3) Provide property ownership information for that triangular parcel that you enclosed with the 8308 Olive Blvd. address,
The Quit Claim Deed is attached showing the City owning this parcel.
- 4) Stake out in the field limits of both the permanent easement and the TCE for the 8211 Groby Rd. address (watch for the golf balls landing),
There is no issue for MSD to stake this however an agreed upon time and permission will need to be discussed prior to staking this easement.
- 5) We've asked Harvey this before and are hereby asking again: it would greatly help for MSD to give us an overall picture of this project along with these easement requests to show what other properties you are asking for easements and what does the project do, connect what to what, and probably given the status of things here in town, what is the interaction of this project with the MSD Storage Tanks project that is proposed in University City.
An exhibit is provided showing the entire alignment and all necessary parcels needed to be acquired along the with 5 City owned. The exhibit also indicates which reaches of sewer are to be tunneled and which will be installed with open excavation.

City of University City
Project Information for
82nd Street to I-170 Sanitary Relief (UR-08, UR-09) (MSD No. 11993)

PROJECT SCOPE

The 82nd Street to I-170 Sanitary Relief (UR-08, UR-09) (11993) project (82nd Street) consists of approximately 6,000 linear feet of 18-inch to 30-inch sanitary sewer and appurtenances. The project is located within the City of Olivette and the City of University City, in the University City Watershed of the Lemay Service Area. Please see attached exhibit for proposed project sewer construction limits.

The purpose of the project is to provide adequate conveyance capacity of wastewater flows to help alleviate wet-weather building backups and allow for the future elimination of five (5) Constructed Sanitary Sewer Overflows (SSO's).

The 82nd Street project starts (downstream end) north of Olive Boulevard between 82nd Boulevard and Grant Drive in the City of University City and ends (upstream end) on the west side of Interstate I-170 in the City of Olivette. Approximately 50 percent of the 82nd Street project in University City is currently designed to be installed with tunneling construction methods, as shown by dashed lines on the exhibit.

EASEMENTS

In the City of University City, easement acquisition will be required at twenty-six (26) properties. The breakdown of the properties is as follows:

- Property owned by University City: 5
- Property owned by Bi-State Development Agency: 2
- Property owned by homeowners and/or business owners: 19

See attached for a list of the properties requiring easement acquisition for the 82nd Street project.

PROJECT SCHEDULE

The following are the significant milestones associated with the current schedule for the 82nd Street project:

- Preliminary Design September 2015 – November 2015 **COMPLETE**
- 60% Design Completion December 2015 – August 2016 **COMPLETE**
- 95% Design Completion September 2016 – November 2016 **COMPLETE**
- Easement Acquisition December 2016 – May 2018 **IN PROGRESS**
- Final Design Completion May 2018 – August 2018
- Anticipated Construction December 2018 – August 2020

PROJECT 82nd Street to I-170 Sanitary Relief (UR-08, UR-09)
MSD NUMBER 11993
BMcD NUMBER 86504
DATE 6/15/2017

#	OWNER NAME(S)	PROPERTY ADDRESS	PROPERTY ZIP
1	LI ZUN XING & LU LIHUA H/W	1222 GRANT DR	63132
2	WU JACK SR	1220 GRANT DR	63132
3	XION YUN & JIANG GE H/W	1218 GRANT DR	63132
4	ATWT OVERLAND LLC	1214 GRANT DR	63132
5	MITCHELL SENETTA A	1219 82ND BLVD	63132
6	WU MEI	1212 GRANT DR	63132
7	SHAW CONYERS	1215 82ND BLVD	63132
8	TCT PROPERTIES LLC	8221 OLIVE BLVD	63132
9	LAM SINN DONG & DE VUONGLAO H/W	8208 OLIVE BLVD	63132
10	UNIVERSITY CITY CITY OF	8220 GRANT DR	63130
11	UNIVERSITY CITY CITY OF	"No Address"	63131
12	HURLBUT INVESTMENTS UNIVERSITY CITY LLC	8304 OLIVE BLVD	63132
13	PAGE PARTNERS LLC	8306 OLIVE BLVD	63132
14	PAGE PARTNERS LLC	8308 OLIVE BLVD	63132
15	OLIVE BLVD LLC IREMCO INC	8348 OLIVE BLVD	63132
16	KLOTZER CHARLES L TRUSTEE	8380 OLIVE BLVD	63132
17	DOCS AUTOCARE LLC	8550 OLIVE BLVD	63132
18	UNIVERSITY CITY CITY OF	1160 N MCKNIGHT RD	63132
19	UNIVERSITY CITY CITY OF	1150 N MCKNIGHT RD	63132
20	UNIVERSITY CITY CITY OF	8211 GROBY RD	63132
21	M H M PROPERTY PARTNERSHIP	8668 OLIVE BLVD	63132
22	HILL JANICE A	8687 SPOON DR	63132
23	CHEN GUO QUAN & LING HUANG H/W	8690 SPOON DR	63132
24	CARDENAS HERNAN & HENAO SANDRA H/W	8686 SPOON DR	63132
25	BI STATE DEV AGCY OF MO-II METRO DIST	8690 OLIVE BLVD	63132
26	BI STATE DEV AGCY OF MO-II METRO DIST	8694 OLIVE BLVD	63132



METROPOLITAN
 ST. LOUIS SEWER DISTRICT
 600 SOUTH BROADWAY, SUITE 100
 ST. LOUIS, MISSOURI 63102
 PHONE: (314) 241-1234
 FAX: (314) 241-1235
 WWW: WWW.SLSDISTRICT.COM

Project: _____ Date: _____
 Sheet: _____ of _____
 Drawing: _____

THIS DRAWING IS THE PROPERTY OF THE METROPOLITAN ST. LOUIS SEWER DISTRICT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE METROPOLITAN ST. LOUIS SEWER DISTRICT.

October 19, 2017

Proposed new sanitary relief sewer for the 82nd Street to I-170 Sanitary Relief Project #11993. This project was designed to replace existing sanitary sewers in the area and add new sewers as well. MSD's Contractor will be tunnel boring from MH 4S to 5S, and from 13S to 14S for this project.

Parcel # 18

Owner -- University City
8220 Grant Dr.
St. Louis, MO.

Easement- 8,406 sq ft
TCE ----- 10,908 sq ft

On this parcel MSD's Contractor shall excavate from MH- 5S 224' to property line installing 30" sewer pipe, then cross over adjoining properties to MH-6S, then to MH- 7S.

Parcel # 20

Owner -- University City
1160 McKnight Rd.
St. Louis, MO.

Easement- 3,790 sq ft

On this parcel MSD's Contractor shall install a bore pit and tunnel from MH-13S to existing Cabanne Ave., installing a 30" sewer pipe which is noted as a paper street.

Parcel # 21

Owner -- University City
1150 McKnight Rd.
St. Louis, MO.

Easement- 1,442 sq ft
TCE ----- 1,420 sq ft

On this parcel MSD's Contractor shall continue with tunnel boring from Cabanne Ave. to MH-14S, installing 30" sewer pipe.

Parcel # 22

Owner -- University City
8211 Groby Rd.
St. Louis, MO.

Easement- 85 sq ft
TCE ----- 1,297 sq ft

On this parcel MSD's Contractor shall install a bore pit to continue boring to next manhole on adjoining properties

Page 2

Parcel # 26

Owner – University City

8360 Crixdale Ave.

St. Louis, MO.

TCE---- 162 Sq ft

On this parcel MSD's Contractor shall continue excavating for new 30' sewer pipe.

82nd Street to I-170 Sanitary Relief
8220 Grant Dr.

Parcel # 18

Project # MSD # 11993

Effective Date of Value: March 11, 2017

Supporting Financial Data for Determination of Value

Project Name:	82nd Street to I-170 Sanitary Relief		Easement Areas	Area Acres
Project Number:	11993		Perm Sewer Easement	6,023.00 sq ft
Owner:	City of University City		Temp Construction Easement	10,908.00 sq ft
Address:	6220 Grant Dr		Total Easement Area	18,931.00 sq ft
Parcel #	18			0.43460
Tax ID #	Total Parcel Area	Area Acres	\$ Per sq ft	\$0.75
17K 53-1601	206,813.00 sq ft	4.74777	% Sewer Easement	25%
			% Temp Construction Easement / year	10%
			# Months Temporary Easement	24
Before Value				
Land	206,813.00	x	\$0.75	= \$ 155,109.75
Improvements				
Total Before Value				
				\$ 155,109.75
Perm Sewer Esmt				
8,023.00 sq ft	x	\$0.75	x	25%
				\$ 1,504.31
Temp Const Easement				
10,908.00 sq ft	x	\$0.75	x	10% x 2,000
				\$ 1,636.20
Additional Damages (including Landscaping)				
Total Compensation				\$ 3,140.00
Total After Value				\$ 151,969.75

82ND STREET TO I-170 SANITARY RELIEF (UR-08,
UR-09) AND COLLINGWOOD DRIVE CONSOLIDATION SEWER
11993

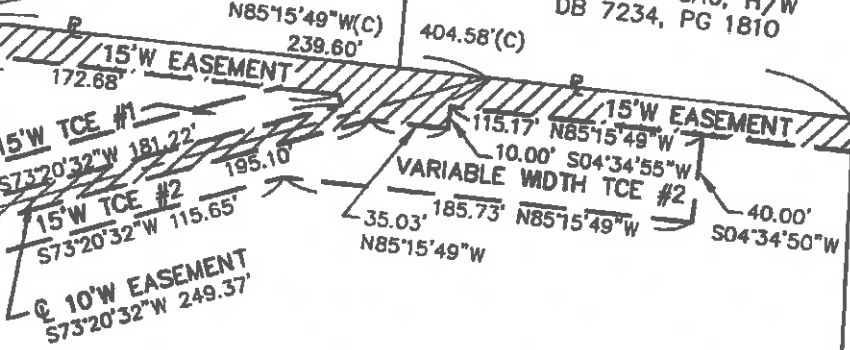
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LOT 5 DARSTDALE
NO. 3 AMENDED
PB 26, PG 31

GRANT DRIVE VACATED BY ORD. 5544
RECORDED IN DB 7950, PG 2460
GRANT (30'W) DRIVE

17K531535
8220 OLIVE BLVD
N/F
LI, ZUN XING &
LU LI HUA, H/W
DB 13313, PG 10

17K530149
8208 OLIVE BLVD
N/F
LAM, SINN DONG &
DE VUONG LAO, H/W
DB 7234, PG 1810



CHARLES H. GIER'S ESTATE
PB 6, PG 3

PART OF LOT 33
17K531601
8220 GRANT DRIVE
N/F
CITY OF UNIVERSITY CITY
DB 2184, PG 238



LEGEND
(C)-CALCULATED
(R)-RECORD
TCE-TEMPORARY CONSTRUCTION EASEMENT INITIAL:

EXHIBIT "A"

EASEMENT PLAT
PART OF LOT 33 IN CHARLES H. GIER'S ESTATE
PLAT BOOK 6, PAGE 3
UNIVERSITY CITY, ST LOUIS COUNTY, MISSOURI

K-4-26

10/13/2017

11993-18-17K531601-[E-TCE]-R

82nd Street to I-170 Sanitary Relief
 1160 McKnight Road
 Parcel # 20
 Project # MSD # 11993
 Effective Date of Value: March 13, 2017

Supporting Financial Data for Determination of Value

Project Name:	82nd Street to I-170 Sanitary Relief			Easement Areas	Area Acres
Project Number:	11993		Perm Sewer Easement	3,790.00 sq ft	0.08701
Owner:	City of University City		Temp Construction Easement		0.00000
Address:	1160 N McKnight Road		Total Easement Area	3,790.00 sq ft	0.08701
Parcel #	20				
Tax ID #	Total Parcel Area	Area Acres	\$ Per sq ft		\$0.75
22L 11-042E	252,532.00 sq ft	5.79734	% Sewer Easement		25%
			% Temp Construction Easement / year		10%
			# Months Temporary Easement		24
Before Value					
Land	252,532.00	x	\$0.75	= \$	189,399.00
Improvements				\$	
Total Before Value				\$	189,399.00
Perm Sewer Esmt				\$	710.63
	3,790.00 sq ft	x	\$0.75	x	25%
Temp Const Easement				\$	
	.00 sq ft	x	\$0.75	x	10% x 2.000
Additional Damages (including Landscaping)				\$	
Total Compensation				\$	710.63
Total After Value				\$	188,688.38

82ND STREET TO I-170 SANITARY RELIEF (UR-08, UR-09) AND COLLINGWOOD DRIVE CONSOLIDATION SEWER
11993

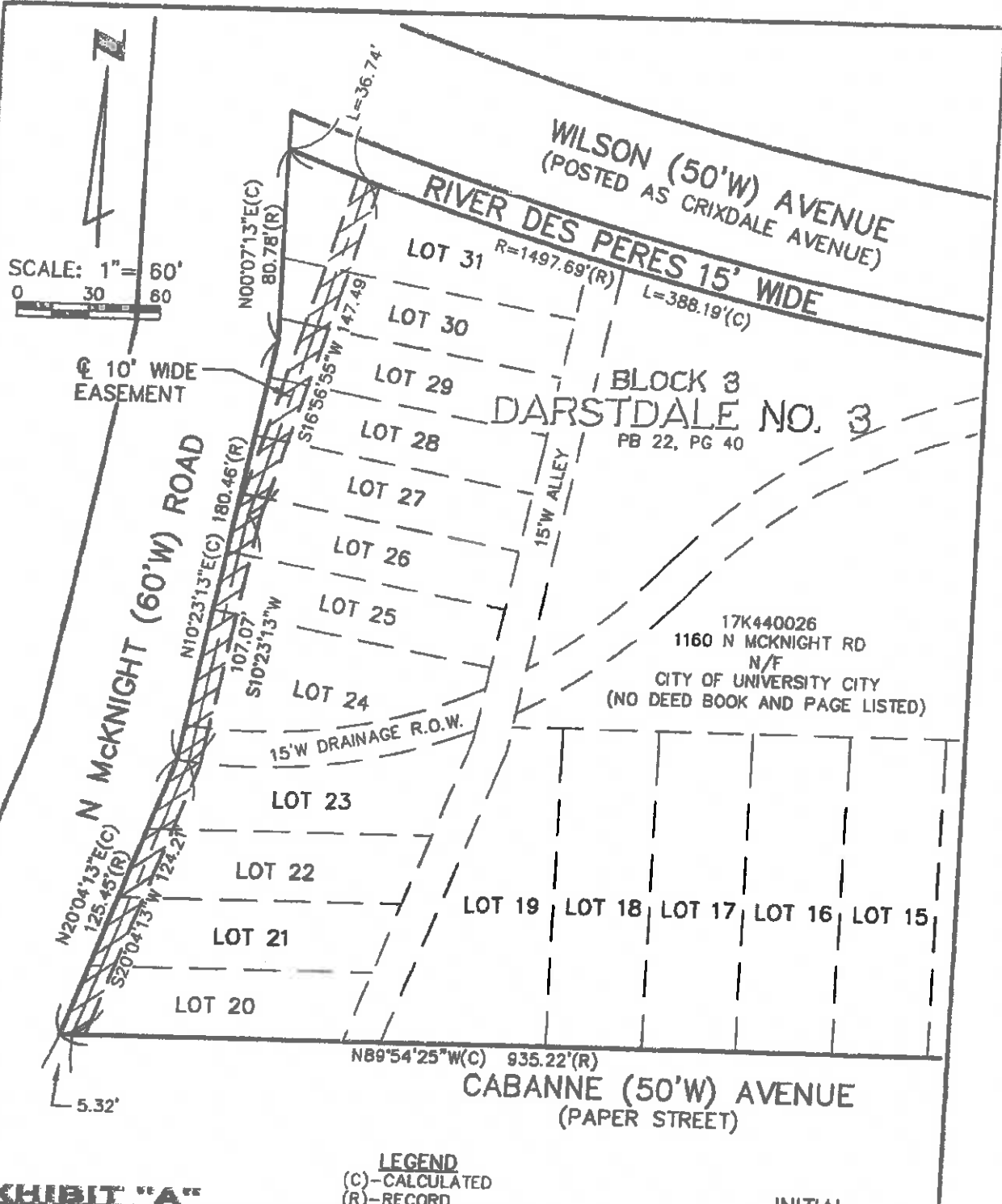


EXHIBIT "A"

LEGEND
(C) - CALCULATED
(R) - RECORD

INITIAL:

EASEMENT PLAT
LOTS 20 - 31 IN BLOCK 3 DARTSDALE NO. 3
PLAT BOOK 22, PAGE 40
UNIVERSITY CITY, ST LOUIS COUNTY, MISSOURI

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82nd Street to I-170 Sanitary Relief
 1150 N. McKnight Rd.
 Parcel # 21
 Project # MSD # 11993
 Effective Date of Value: March 13, 2017

Supporting Financial Data for Determination of Value

Project Name:	82nd Street to I-170 Sanitary Relief			Easement Areas	Area Acres
Project Number:	11993		Perm Sewer Easement	1,442.00 sq ft	0.03310
Owner:	City of University City		Temp Construction Easement	1,420.00 sq ft	0.03260
Address:	1150 N. McKnight Rd		Total Easement Area	2,862.00 sq ft	0.06570
Parcel #	21				
Tax ID #	Total Parcel Area	Area Acres	\$ Per sq ft		\$0.75
22L-11-0425	228,774.00 sq ft	5.25193	% Sewer Easement		25%
			% Temp Construction Easement / year		10%
			# Months Temporary Easement		24
Before Value					
Land	228,774.00	x	\$0.75	=	\$ 171,580.50
Improvements				=	\$
Total Before Value					\$ 171,580.50
Perm Sewer Esmt					
1,442.00 sq ft	x	\$0.75	x	25%	\$ 270.38
Temp Const Easement					
1,420.00 sq ft	x	\$0.75	x	10% x 2,000	\$ 213.00
Additional Damages (including Landscaping)					
Total Compensation					\$ 483.38
Total After Value					\$ 171,097.13

82ND STREET TO I-170 SANITARY RELIEF (UR-08,
UR-09) AND COLLINGWOOD DRIVE CONSOLIDATION SEWER
11993

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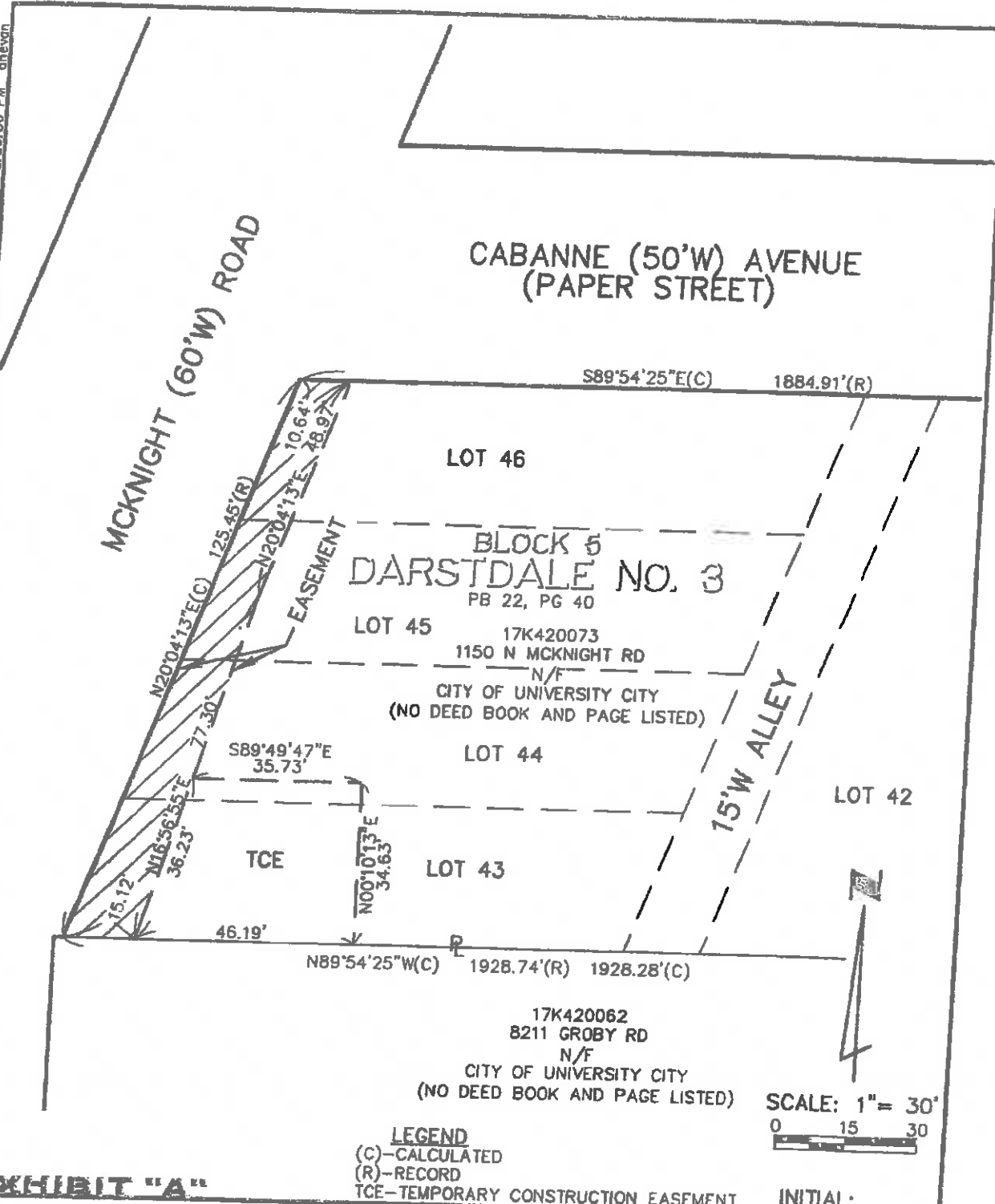


EXHIBIT "A"

LEGEND
(C)-CALCULATED
(R)-RECORD
TCE-TEMPORARY CONSTRUCTION EASEMENT

SCALE: 1" = 30'
0 15 30

INITIAL:

EASEMENT PLAT
LOTS 43-46 IN BLOCK 5 OF DARSTDALE NO. 3
PLAT BOOK 22, PAGE 40
UNIVERSITY CITY, ST LOUIS COUNTY, MISSOURI

K-4-20

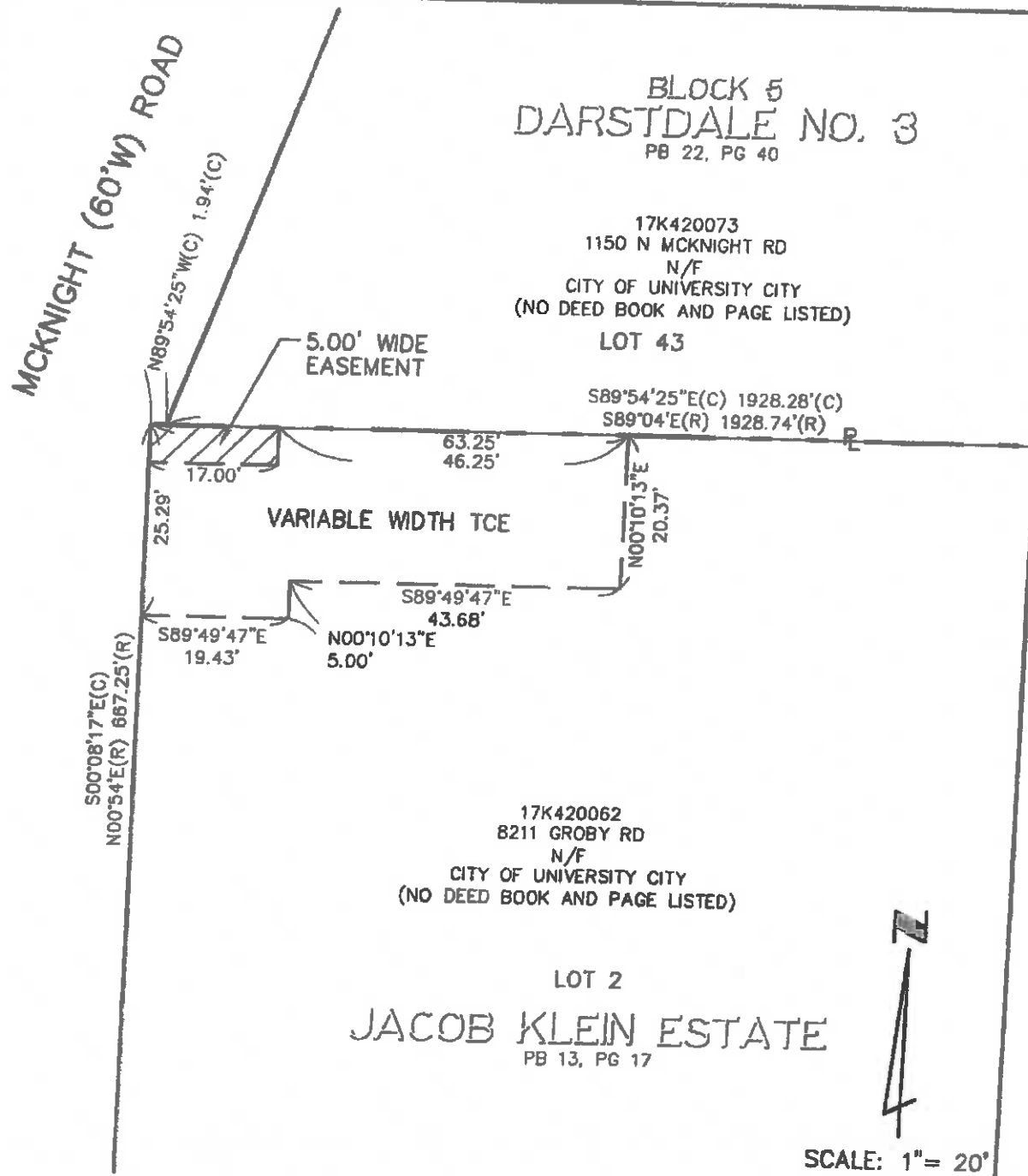
82nd Street to I-170 Sanitary Relief
 8211 Groby Rd.
 Parcel # 22
 Project # MSD # 11993
 Effective Date of Value: March 17, 2017

Supporting Financial Data for Determination of Value

Project Name:	82nd Street to I-170 Sanitary Relief			Easement Areas	Area Acres
Project Number:	11993			Perm Sewer Easement	85.00 sq ft 0.00195
Owner:	City of University City			Temp Construction Easement	1,297.00 sq ft 0.02978
Address:	8211 Groby Rd			Total Easement Area	1,382.00 sq ft 0.03173
Parcel #	22				
Tax ID #	Total Parcel Area	Area Acres	\$ Per sq ft		\$0.75
221-11-0425	3,158,536.00 sq ft	72.51001	% Sewer Easement		25%
			% Temp Construction Easement / year		10%
			# Months Temporary Easement		24
Before Value					
Land	3,158,536.00	x	\$0.75	= \$	2,368,902.00
Improvements				\$	
Total Before Value					\$ 2,368,902.00
Perm Sewer Esmt					
	85.00 sq ft	x	\$0.75	x	25%
				\$	15.94
Temp Const Easement					
	1,297.00 sq ft	x	\$0.75	x	10% x 2,000
				\$	194.55
Additional Damages (including Landscaping)				\$	
Total Compensation					\$ 210.49
Total After Value					\$ 2,368,691.51

82ND STREET TO I-170 SANITARY RELIEF (UR-08,
UR-09) AND COLLINGWOOD DRIVE CONSOLIDATION SEWER
11993

N:\Projects\1000-Series\11999\11893 82ND Street to I-170 Sanitary Relief (UR-08, UR-09)\EASEMENTS\11893-22-17K420062-[E-TCE].dwg 12-13-16 07:09:48 AM dhevsn



SCALE: 1" = 20'
0 10 20

LEGEND
(C)-CALCULATED
(R)-RECORD
TCE-TEMPORARY CONSTRUCTION EASEMENT

INITIAL:

EXHIBIT "A"

EASEMENT PLAT
PART OF LOT 2 OF JACOB KLEIN ESTATE
PLAT BOOK 13, PAGE 17
UNIVERSITY CITY, ST LOUIS COUNTY, MISSOURI

K-4-32

82nd Street to I-170 Sanitary Relief
 8360 Crixdale Ave.
 Parcel # 26
 Project # MSD # 11993
 Effective Date of Value: March 14, 2017

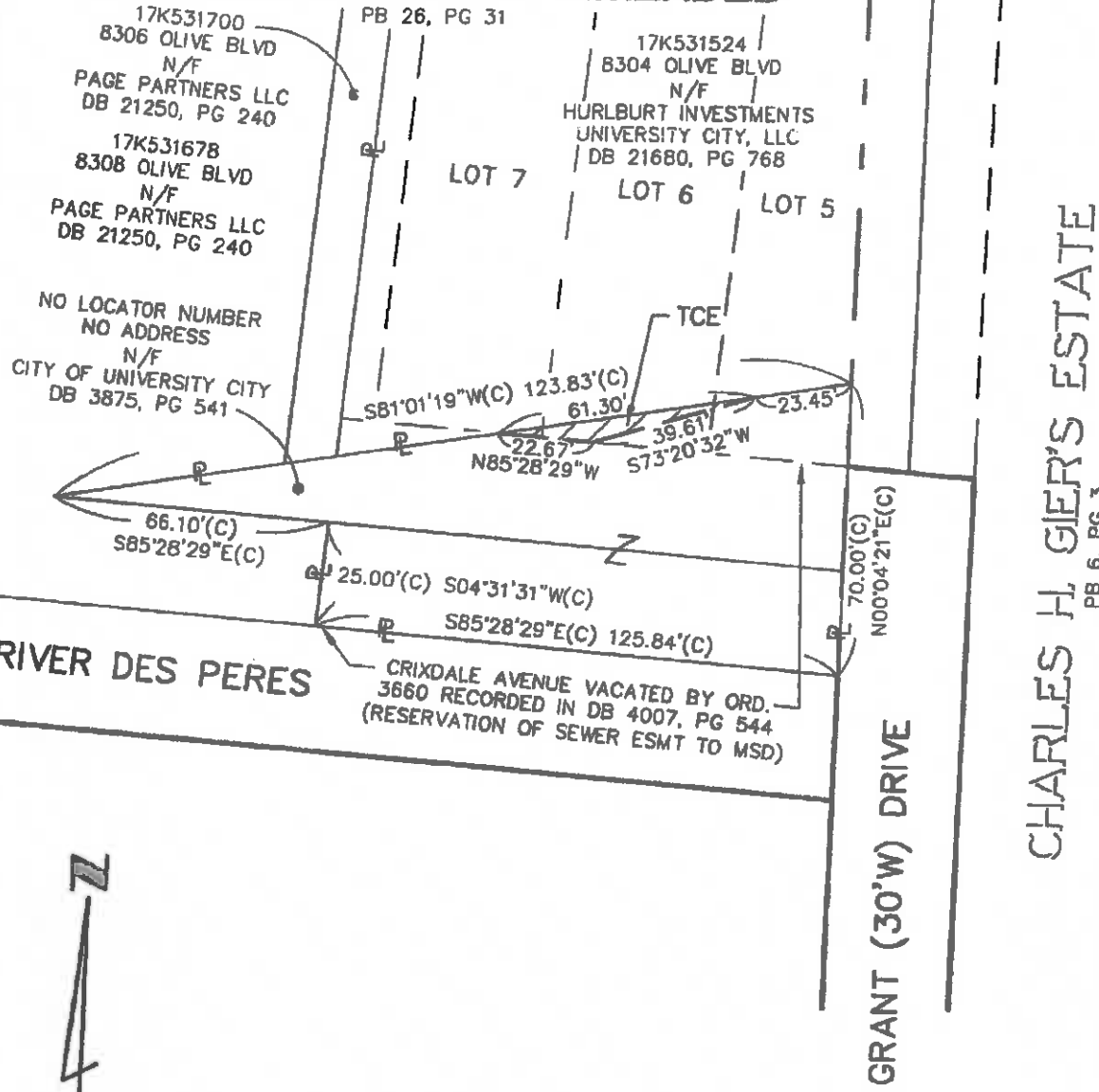
Supporting Financial Data for Determination of Value

Project Name:	82nd Street to I-170 Sanitary Relief			Easement Areas	Area Acres
Project Number:	11993		Perm Sewer Easement		0.00000
Owner:	City of University City		Temp Construction Easement	162.00 sq ft	0.00372
Address:	8360 Crixdale Ave		Total Easement Area	162.00 sq ft	0.00372
Parcel #	26				
Tax ID #	Total Parcel Area	Area Acres	\$ Per sq ft		\$7.50
22L 11-0425	7,377.00 sq ft	0.16935	% Sewer Easement		50%
			% Temp Construction Easement / year		10%
			# Months Temporary Easement		24
Before Value					
Land	7,377.00	x	\$7.50	= \$	55,327.50
Improvements					
Total Before Value				\$	55,327.50
Perm Sewer Esmt				\$	
162.00 sq ft	x	\$7.50	x	50%	
Temp Const Easement				\$	243.00
162.00 sq ft	x	\$7.50	x	10%	x
					2.000
Additional Damages (including Landscaping)				\$	
Total Compensation				\$	243.00
Total After Value				\$	55,084.50

82ND ST TO I-170 SANITARY RELIEF (UR-08, UR-09)
AND COLLINGWOOD DRIVE CONSOLIDATION SEWER
11993

N:\Projects\11000-Series\11900-11999\11993-82ND Street to I-170 Sanitary Relief (UR-08, UR-09)\EASEMENTS\11993-26-[TCE].dwg 12-22-16 10:09:26 AM DHEVAN

DARSTDALE NO. 3 AMENDED



SCALE: 1" = 40'
0 20 40

LEGEND
(C)-CALCULATED
(R)-RECORD
TCE-TEMPORARY CONSTRUCTION EASEMENT

INITIAL:

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT PLAT
PART OF LOTS 5-7 & VACATED CRIXDALE AVE
OF DARTSDALE NO. 3 AMENDED PLAT BOOK 26, PAGE 31
UNIVERSITY CITY, ST LOUIS COUNTY, MISSOURI

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



My term expires May 7, 1960

Gordon Bennett

Notary Public.

Filed For Record Feb 21 1958 at 10:59 A. M. Gerald J. Donworth Recorder

QUIT-CLAIM DEED

THIS DEED, Made and entered into this 10th day of February, 1958, by and between JACOB RUDIN and BESSIE RUDIN, his wife, of the County of St. Louis, State of Missouri, Parties of the First Part, and THE CITY OF UNIVERSITY CITY, a municipal corporation of St. Louis County, State of Missouri, Party of the Second Part,

WITNESSETH, that the Parties of the First Part, for and in consideration of the sum of Ten Dollars (\$10.00) paid by the said Party of the Second Part, the receipt of which is hereby acknowledged, and for other good and valuable considerations, do by these presents REMISE, RELEASE AND FOREVER QUIT-CLAIM unto the said Party of the Second Part, the following described real estate, situated in The City of University City, St. Louis County, State of Missouri, to-wit:

A triangular parcel of land in which is included the southeast portion of Lots 5 and 6 in Block 3 of Darstdale No. 3 Amended Subdivision and the eastern portion of the north half (25 feet wide) of vacated Crixdale Avenue, more particularly described as follows: Beginning at the intersection of the center line of Crixdale Avenue with the southwardly prolongation of the west line of Grant Drive, thence westwardly along the center line of vacated Crixdale Avenue for a distance of One Hundred and Ninety (190') feet to a point; thence northeastwardly in a straight line to its intersection with the west line of Grant Drive Seventy (70') feet north of the south line of Crixdale Avenue; thence southwardly along the west line of Grant Drive and its prolongation southwardly to its intersection with the center line of vacated Crixdale Avenue, the point of beginning.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Party of the Second Part, and to its successors and assigns forever. So that neither the said Parties of the First Part, nor their heirs,

nor any other person or persons for or in their names or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Parties of the First Part have executed these presents the day and year first above

3875 Plc 542

written.

Jacob Rudin
Jacob Rudin
Bessie Rudin
Bessie Rudin

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

On this 10th day of February, 1958, before me personally appeared Jacob Rudin and Bessie Rudin, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the 10th day of February, 1958, and year first above written.



My commission expires: 3-2-3-91

James J. ...
Notary Public

-2-

Filed for Record Feb 21 1958 at 11:00 A. M. Gerald J. Donworth Recorder

GENERAL WARRANTY DEED (Individual)

This Deed, Made and entered into this 21st day of February, 1958, by and between

HUBERT E. BAUGUS and LAVIENE S. BAUGUS, his wife,

of the County of St. Louis State of Missouri party or parties of the first part, and

STALEY D. BLOMENDAAL and BEVERLY H. BLOMENDAAL, his wife,

of the County of St. Louis State of Missouri party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of St. Louis and State of Missouri, to-wit:

Lot 11 in Block 2 of HIGH SCHOOL PLACE, according to the plat thereof recorded in Plat Book 27 Page 38 of the St. Louis County Records, annexing therefrom the North 95 feet thereof.

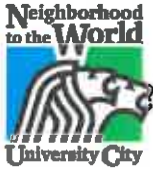
Subject to Deed of Trust now of record, recorded in Book 333h page 206, which the parties of the Second Part agree to assume and pay.



TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same hereunto, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenants that said party or parties and the heirs, executors, administrators and assigns of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against





Council Agenda Item Cover

MEETING DATE: October 22, 2018

AGENDA ITEM TITLE: Purchase and Sale Agreement – 601 Trinity

AGENDA SECTION: Unfinished Business

CAN THIS ITEM BE RESCHEDULED? : Yes

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 14th 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 601 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. §6901 et. seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 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. §61 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 6, 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, 2018 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

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. Berniston, Suite 200
Clayton, MO 63105
Email: rejonas@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: Ocala First Corporation Inc., Manager

By: 

Title: President

Date: 9/13/18

2100508_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, 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 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 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 Deimar 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, 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:

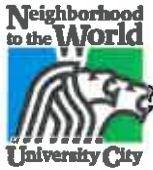
VRE Fiber Optics Ventures, L.L.C., a
Missouri limited liability company
By: Ocala First Corporation, Inc., Manager

By: [Signature]
Name: Henry Whistman?
Title: President

TENANT:

City of University City, Missouri

By: [Signature]
Name: CITY MANAGER Gregory Rowe
Title: City Manager



Council Agenda Item Cover

MEETING DATE: October 22, 2018
AGENDA ITEM TITLE: Street Name Change – Tamerton Ave.
AGENDA SECTION: Unfinished 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.

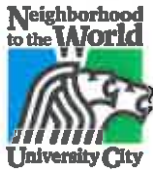
The City of Life stresses what we are commissioned to do by being a church without walls; reaching out to share the Gospel of Jesus to all whose lives we touch.

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 22, 2018

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

AGENDA SECTION: Unfinished 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

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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 WARD V.P. Parkview Gardens
ADDRESS: 8420 Delmar Suite 401
PHONE (HOME): 314 422 2386 PHONE (WORK): 314 422 9910 3300
Email: DAN @ rodan.management.com
Date: 9/8/2017

Please return the completed form to the Public Works and Parks Department, 3rd floor of City Hall, attention Emol 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 U typically have free parking on the site of the building.

Due to extra parking charges by WASH U, the WASH U. 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



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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

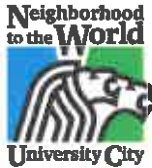
Commissioner Helderman made a motion to approve the minutes of the September 13, 2017 meeting and was seconded by Commissioner Mishkin. The motion carried unanimously.

5. Agenda Items

a. Purcell Ave at Etzell Ave – No Thru Street

Mr. Tate introduced the request to close the street at Purcell and Etzell. 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



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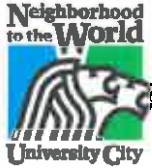
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not considered a through street like Etzell, Ferguson and Pennsylvania. He stated that the neighborhood was designed with smaller narrow streets to limit traffic according to Mr. Olendorff. He stated that through traffic should be using Ferguson and 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.

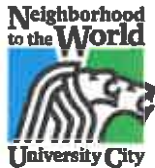
Mr. Tate introduced the request for street name changes and presented an option to create honorary street names. The proposed honorary street names would be placed just below the actual street sign.

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



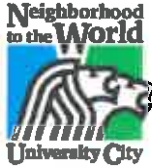
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businesses on North and South. He told Dr. Lewis that there were absolutely no hard feelings towards them and wanted her to understand that and stated that 75% of the neighbors were required to sign the petition for residential parking and did because 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 Bemiston 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.

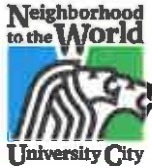
Dr. Lewis stated that she didn't believe this would be undoing the residential parking permits, but more of a change because the situation in itself has changed or redeveloped and that she believed we are in a different situation now. She stated the Shul is a resident of that block and asked if that 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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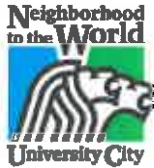
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Lewis stated that there are not many houses there. Chairman Hales stated that there were 12 homes on the block that were part of the original petition.

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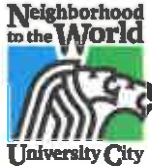
Commissioner Stewart asked if there has been a study of how many spaces are available on the block. Dr. Lewis stated she walked it and measured it roughly herself and there was room for more than 30 cars. Mr. Tate stated that a car length is roughly 19 feet for parking.

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.

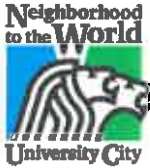
Commissioner Helderman made a motion to implement the speed trailer. Commissioner Zornes seconded and the motion carried unanimously.

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.



Traffic Commission

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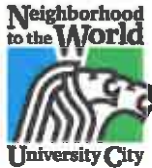
Commissioner Helderman made a motion to approve the staff recommendation. Commissioner Stewart asked what type of meters would be installed. Mr. Tate stated he hoped it would be a pay station style. Commissioner Stewart seconded the motion and the motion carried unanimously.

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.

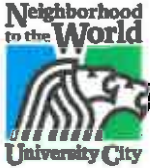
Mr. Cannon stated he received the city staff comments that week and prepared the responses to those comments and was prepared to answer any questions about the study that was submitted to the city.

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



Traffic Commission

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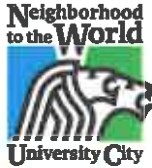
replaced with 128 spaces allocated to COCA in the Washington University garage through a long term lease of the spaces in the garage.

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



Traffic Commission

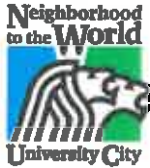
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they have a schedule to keep and time was of the essence and it would be an impact to the project if it were to be delayed a month or two.

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.



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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.

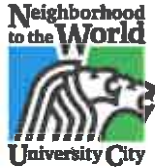
Chairman Hales agreed with Commissioner Stewart and stated he also agreed with Commissioner Zornes that he did not understand what the commission was being asked to do with this project. He stated there was one more request to speak and asked Cirri Moran to address the commission.

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



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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 25th 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 8th 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.

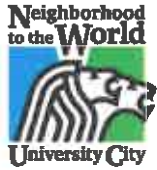
Commissioner Zornes stated that the issue would be that there is a lot of turnover and stickers issued and that could be administratively cumbersome and agreed that the establishing the number of available off street parking was a good first step.

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



Council Agenda Item Cover

MEETING DATE: October 22, 2018

AGENDA ITEM TITLE: Resolution 2018-15
For Fiscal Year 2018-2019- Budget Amendment # 1

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : No

BACKGROUND REVIEW: Attached is the first budget amendment of fiscal year 2019 for the selected funds.

Public Safety Sales Tax Fund

Fire Department

- 1) **Personnel Hiring Cost** - In conducting a process of hiring twelve Firefighters, the City will need additional funds for testing, physical exam including purchases of uniforms, fire gear, helmet and boots, the department projected a total hiring cost of approximately \$58,000. This fund needs to be transferred from the Public Safety Sales Tax fund reserve.

Police Department

- 2) **Land Purchase** – The City has entered into the commercial lease agreement with VRE Fiber Optics Ventures LLC since 2016. In September 2018, the City has executed the purchase and sale agreement. The earnest deposit of \$25,000 was made to the title company. This fund is needed to be transferred from Public Safety Sales Tax fund reserve.

Solid Waste Fund

- 3) **Trash Enclosure** - In July 2018, the City started a project of tearing down and rebuilding the trash enclosure. This project was budgeted in the capital improvement program in FY 2017, and the approved funding was committed at year end. A transfer of \$20,000 from the committed fund reserve is needed.
- 4) **Transfer Station** - In September 2018, the City started a process of repairing the transfer station after having the Department of Natural Resource completed the evaluation in 2015. The plan to have an access be restricted to the inner part of the building as well as prevent infiltration of rain water in to the building. The funding source was approved and committed in FY 2017. A transfer of \$90,000 from fund reserve is needed.

CALOP Fund

- 5) **Film Grant** - In August 2018, the CALOP Commission has awarded the University City Public Library in the amount of \$68,400. This fund will be used for providing the summer classes/camps which are geared toward helping kids learn how to operate video equipment and to make film projects. The fund will cover the first full year, Fall 2018 and Summer 2019. This fund needs to be transferred from CALOP fund reserve.

RECOMMENDATION: City Manager recommends approval

ATTACHMENT: The resolution for approval of the amendment is attached.

M - 1 - 1

Resolution 2018 - 15

**A RESOLUTION AMENDING THE FISCAL YEAR 2018-2019 (FY19)
BUDGET – AMENDMENT # 1 AND APPROPRIATING SAID AMOUNTS**

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of University City, Missouri, that the Annual Budget for the fiscal year beginning July 1, 2018, was approved by the City Council and circumstances now warrant amendment to that original budget.

BE IT FURTHER RESOLVED, that in accordance with the City Charter, the several amounts stated in the budget amendment as presented, are herewith appropriated to the several objects and purposes named.

Adopted this 22nd day of October, 2018

Mayor

Attest:

City Clerk

Certified to be Correct as to Form:

City Attorney

**FY 19 Budget Amendment # 1
To be Approved by the City Council
October 22, 2018**

PUBLIC SAFETY

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) Fire			
8200 Vehicles & Equipment	\$250,000		Purchase Ambulance
8200 Vehicles & Equipment		(250,000)	Remove Fire Pumper Truck
8200 Vehicles & Equipment	250,000		Reallocate- FY 2020 CIP for Fire Pumper Truck
6010 Professional Services	14,000		Hiring Cost
7770 Uniform	44,000		Fire Gear, Helmet, Boots and Uniform
2) Police			
8270 Land Purchase	25,000		Earnest Money for 601 Trinity

TOTAL PUBLIC SAFETY FUND	
REDUCTION IN FUND BALANCE	\$ 333,000

SOLID WASTE

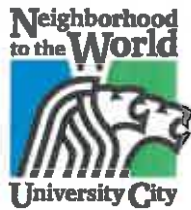
<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
3)			
8001 Building Improvement	\$90,000		Transfer Station
8100 Misc. Improvement	20,000		Heman park trash enclosure

TOTAL SOLID WASTE FUND	
REDUCTION IN FUND BALANCE	\$ 110,000

CALOP

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
4)			
6185 Film Grant	\$68,400		Grant award to U City Public Library

TOTAL CALOP FUND	
REDUCTION IN FUND BALANCE	\$ 68,400



Council Agenda Item Cover

MEETING DATE: October 22, 2018

AGENDA ITEM TITLE: Contract for Next Generation 911 Service and Ordinance for Approving the Contract

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

St. Louis County Emergency Communications Commission is in the process of upgrading the existing 911 Service throughout St. Louis County to enable text and video to 911, as well as increased locatability services for 911 callers to allow for more accurate location information for emergencies, including those calls received from cell phones. The equipment is being supplied and maintained at the cost of the St. Louis County Emergency Communications Commission, and ownership of the supplied equipment is retained by that entity.

RECOMMENDATION: The City Manager recommends Approval.

ATTACHMENTS:

1. NG9-1-1 Questions and Answers (Q & A)
2. NG9-1-1 Contract Cover Letter from ECC Director Mike Clouse
3. Contract for Next Generation 9-1-1 Service
4. Draft Bill for Ordinance Authorizing the Execution of a Contract with St. Louis County, Missouri for Next Generation 9-1-1 Service



**EMERGENCY COMMUNICATIONS
COMMISSION**

NG9-1-1 Questions and Answers (Q&A)

Question: What is NG9-1-1?

NG9-1-1 is an abbreviation for Next Generation 9-1-1, which is the industry identified term for 9-1-1 services incorporating national standards developed by the National Emergency Number Association (NENA i3 standards). NG9-1-1 services move beyond the current Enhanced 9-1-1 (E9-1-1) service which only provides an address (or latitude and longitude for wireless phones) and call back phone number. NG9-1-1 service is capable of handling additional data such as video, text messaging, and enhanced locational routing of calls. Additionally, the sharing of 9-1-1 components such as networks, servers, address databases, call handling and voice recording equipment, along with the ability to transfer and handle voice calls more efficiently over a redundant network, are all improvements over the existing system. NG9-1-1 migration is supported by the FCC, DOT, and other agencies as it will provide superior service for both end users and the Public Safety community.

Question: Why is a new 9-1-1 agreement needed?

The existing agreement between St Louis County and governmental entities participating in the Emergency 9-1-1 System requires amendment to include the many features now available within the NG9-1-1 System and to include mandatory components currently provided but not within the original agreements. Some current agreements have not been updated since 1979.

Question: What is new in NG9-1-1 that requires these changes?

NG9-1-1 moves the 9-1-1 infrastructure from analog lines used since 1950's to an IP network backbone using broadband components supplied by various providers. The migration to IP network, more specifically a dedicated Emergency Services IP Network (ESInet), will allow the integration of NENA i3 compliant services. These services include full service texting to 9-1-1, transmittal of video, enhanced locational services, priority call routing, and a more efficient and redundant system overall.

Question: What will the ECC be providing for the individual PSAPs?

The ECC intends to provide Language Interpreter Services, an ESInet between the PSAPs, the data centers and the remote sites for monitoring the systems, two redundant data centers, a centralized call taker system, local recording for both P25 Radio and 9-1-1 audio traffic, the ability to handle SMS (texting) emergency request, priority/alternative call routing, 9-1-1 voice and data transfer between all participating agencies and adjoining counties within Missouri. Additionally, the ECC will secure continuous, end-to-end monitoring of the NG9-1-1 system to include the health, security, and quality of the ESInet and NG9-1-1 applications.

Question: What if I want additional consoles or services from GDIT for my PSAP?

The ECC is responsible for paying GDIT for all services and equipment as outlined in the GDIT contract. If a PSAP desires additional services from GDIT, an amendment to the "Contract for Next Generation 9-1-1 Services" between the ECC and the participating agencies will be required. The Amendment would outline the specific additions, the total associated cost related to new equipment and services, the role of ECC, GDIT and the PSAP during and after implementation, and will require approval by the ECC before implementation

Question: What is the PSAP required to do during NG9-1-1 implementation?

Each participant agrees to permit the installation of all necessary NG9-1-1 equipment, network components, and circuits. The participant also agrees to ensure other equipment installations, changes and PSAP modifications are complete in sufficient time to permit system testing and training of dispatchers within time frames established by the ECC. Also, the participant shall NOT permit any third party to use the equipment, network or circuits.

Question: Why does the ECC need to act on my behalf to implement NG9-1-1 services?

The ECC is securing services that interact with the system as a whole and thus agreements, negotiations, installations, and implementations are conducted on a countywide basis. The ECC will act on behalf of all PSAPs to acquire the necessary circuits, hardware, software, and services to operate the NG9-1-1 system.

Many of the components of the NG9-1-1 system depend upon providers that service some or all PSAPs in our community. These entities must validate that each PSAP being serviced through the ECC provided NG9-1-1 system acknowledges that the ECC is securing services for an individual PSAP. This validation ensures that 9-1-1 calls are routing and handled correctly with the minimum of delays.

Question: Who will I call with system problems or daily operational inquiries?

The contact points and notification protocols are the same as today.

For emergency scenarios that detrimentally affect service to the public during all hours of the day. (Examples include outages and equipment breakages).

Call St. Louis County Communications 636-529-8225 and the on call 9-1-1 Coordinator will be paged.

For non-emergency inquiries reference daily operation during business hours Monday thru Friday 08:00 AM to 4:30 PM.

ECC customer service email ecc@stlouisco.com, can be emailed any time of day as long as it is not an emergency highlighted above as "detrimental to the service of the public.

OR

ECC Customer Service telephone number 314-615-9551, can be called anytime of the day as long as it is not an emergency highlighted above as "detrimental to the service of the public.



03/19/18

St. Louis County Area Governmental Entities and Public Safety Answering Points (PSAP):

In the past weeks you have undoubtedly received information related to Next Generation 9-1-1 Services (NG 9-1-1) from St. Louis County and the ECC. What you should have received is a MS Word version of a document entitled "CONTRACT FOR NEXT GENERATION 9-1-1 SERVICE" (File name "NG 911 COOPERATIVE AGREEMENT WITH INTERPRETER SERVICES.docx"). If you have processed this document and returned it to the County please disregard this letter.

For those governmental entities and PSAPs that have not yet taken action, please replace the document(s) you received with the appropriate document from those attached to this letter, as indicated below. Once executed by your agency, please return the document to me at the following address; St. Louis County ECC c/o Director Mike Clouse, 1150 Hanna Rd, Ballwin MO 63021. (Include multiple copies if you would like a signed copy returned to your agency.)

For those entities that operate their own PSAP and for those PSAPs made up of consortium owners (CC911, ECDC, and WDCDC) please use the document titled "CONTRACT FOR NEXT GENERATION 9-1-1 SERVICE" If necessary, please contact your legal counsel to determine what steps you need to take to enter into this contract.

Those entities who do not have their own PSAP and "contract" dispatch and communication services from another police department, please use the document titled "CONTRACT FOR NEXT GENERATION 9-1-1 SERVICE TO GOVERNMENTAL ENTITIES IN ST. LOUIS COUNTY".

Also attached is a Q & A document which sheds additional light on the purpose behind the contracts.

Please contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Clouse", written over a horizontal line.

Mike Clouse
Director
Emergency Communications Commission
Saint Louis County, MO

CONTRACT FOR NEXT GENERATION 9-1-1 SERVICE

THIS CONTRACT, Made and entered into this ____ day of _____, 2018, by and between ST. LOUIS COUNTY, MISSOURI, acting for the St. Louis County Emergency Communications Commission, hereinafter referred to as "ECC"; and _____, hereinafter referred to as "PARTICIPANT";

Public Safety Answering Point(s) utilized by PARTICIPANT: (ex. "Central County 911 for Fire, STLCOPD for Police") _____

WHEREAS, ECC has entered into a contract with General Dynamics Information Technology ("GDIT") to design, provision, install, test and cutover a county-wide Next Generation 9-1-1 (NG9-1-1) ("System"), to include six years of maintenance and support services ("GDIT Contract");

WHEREAS, ECC, through a State of Missouri cooperative contract, has acquired the services of CTS Language Link to provide telephone interpreter services ("Language Interpreter Service") in conjunction with the operation of the St. Louis County 9-1-1 system;

WHEREAS, as the ECC transitions to the Next Generation 9-1-1 platform, it will become capable of providing certain Next Generation 9-1-1 services to the locations used by public safety agencies for answering emergency telephone calls which originate in the St. Louis County area. These locations are known as Public Safety Answering Points ("PSAPs"). In particular, the ECC will be able to route 9-1-1 calls to the correct PSAP and provide corresponding location information via an Emergency Services IP Network (ESInet);

WHEREAS, in 1979 St. Louis County entered into cooperative contracts with the various governmental entities participating in the Emergency 9-1-1 System throughout St. Louis County ("Prior Contracts");

WHEREAS, it is mutually beneficial to ECC and PARTICIPANT to supplement and amend the Prior Contracts with this contract specifying the terms and conditions under which the installation and operation of Next Generation 9-1-1 will occur; and

WHEREAS, PARTICIPANT is authorized to enter into this Contract by Ordinance No. _____ and ECC is authorized to enter into this Contract by Ordinance No. 9432 (1979).

NOW, THEREFORE, the parties agree as follows:

1. ECC hereby grants PARTICIPANT permission to use the System, after it is installed, tested and accepted, and the Language Interpreter Service subject to the following:
 - a. PARTICIPANT shall comply with the rules, regulations, policies and standards established by the ECC (except in the event of conflict with the terms and conditions of this Contract, which shall control).

- b. PARTICIPANT shall comply with all laws, rules and regulations relating to use of the System, including but not limited to FCC regulations.

2. Except as otherwise provided herein, the ECC shall be responsible for paying GDIT for its services pursuant to the GDIT Contract. The ECC has the sole authority to amend or modify the GDIT Contract and to authorize and order all additions, deletions and alternations to the System. Should PARTICIPANT desire that ECC purchase additional NG9-1-1 equipment, network components or circuits on PARTICIPANT's behalf, PARTICIPANT shall sign an addendum to this Agreement that specifically identifies the additional equipment and the costs associated with it. PARTICIPANT shall be responsible for paying the actual costs of such equipment, including any associated costs for installing, maintaining, repairing, extended warranty and/or upgrading such equipment. ECC and PARTICIPANT agree that the provisions of this Agreement will apply to all such additional installations, which shall always be owned by the ECC.

3. PARTICIPANT agrees to permit the installation of the necessary NG9-1-1 equipment, network components, and circuits and will make such other equipment installations, changes and answering point modifications in sufficient time to permit system testing and training of dispatchers within the time frames established by the ECC. All such equipment, network components and circuits shall always be owned by the ECC and shall not be a fixture of the PSAP. Upon termination of this Agreement, ECC shall be permitted, at ECC's option, to remove the equipment, network components and circuits provided that such removal does not materially damage PARTICIPANT's property and ECC agrees to return PARTICIPANT's property back to its original condition. PARTICIPANT will not permit any third party to use the equipment, network components or circuits for any purpose. PARTICIPANT shall not transfer, sell, give or otherwise dispose of any of the equipment, network components or circuits without the written consent of the ECC.

4. During the term of this Agreement, ECC may purchase additional NG9-1-1 equipment, network components, and circuits for installation at the PSAPS. ECC and PARTICIPANT agree that the provisions of this Agreement will apply to all such additional installations. PARTICIPANT understands and agrees that it will be primarily responsible for funding and procuring additional NG9-1-1 equipment, network components and circuits (including supporting equipment) in the event of growth of its individual programs or change in location(s) of PARTICIPANT's designated PSAPs. PARTICIPANT agrees it generally must fund any cost differences for additional features or substitutions that it requests.

5. PARTICIPANT hereby authorizes the ECC to amend or modify St. Louis County's contracts with Southwestern Bell and/or AT&T to accomplish the transition to Next Generation 9-1-1, including, without limitation, changing the number of 911 emergency trunks, adding new answering points, relocating or eliminating an answering point, and making system-wide changes of a technological nature to upgrade system performance. PARTICIPANT further authorizes ECC to provide certain Next Generation 9-1-1 services to PARTICIPANT's designated PSAPs at such time as the ECC, in its sole discretion, determines that it is ready and willing to provide such services and to act on PARTICIPANT's behalf to make any applications,

agreements, designations and/or requests necessary to enable ECC to provide the following Next Generation 911 Services to PARTICIPANT's designated PSAPs.

The ECC intends to provide, at a minimum;

- a) An Emergency Services IP Network (ESInet) between each PSAP, data center, and other remote sites as needed for monitoring and system operation.
- b) Redundant data centers and network design in order to deliver a High Availability (HA) system configured to support NG9-1-1 services.
- c) Centralized call taker system serving each PSAP with NG9-1-1 caller information.
- d) Local recording of P25 radio and 9-1-1 audio traffic with system redundancy.
- e) The ability to accept and handle SMS (aka texting) emergency request, to implement priority/alternative call routing, to transfer 9-1-1 voice and data elements to PSAPs within St. Louis County and adjoining counties, and to integrate NENA i3 compliant services where applicable.
- f) Real time continuous, end-to-end monitoring of NG9-1-1 system health, security, and quality of the ESInet and NG9-1-1 applications.

6. All notices pursuant to this Contract shall be in writing and shall be given in the manner and at the addresses specified below.

ECC:
Director of Emergency Communications
Karabas Communications Center
1150 Hanna Road
Ballwin, Missouri 63021
Fax: 314-615-9580

With a copy to:
County Counselor
St. Louis County Government Center
41 S. Central Ave.
Clayton, MO 63105
Fax: 314-615-3732

PARTICIPANT:

Name/Title: _____
Address: _____
Fax: _____
With a copy to:

Name/Title: _____
Address: _____
Fax: _____

or at such different address as the parties may give by written notice mailed, faxed or delivered personally to the addresses of the other party listed above. Any mailed notices will be effective three days after deposit in the United States Mail, properly addressed with postage prepaid.

7. The term of this contract shall commence on the date set forth above and terminate on December 31, 2018. This Contract shall be automatically renewed from year to year unless either party serves on the other party written notice of its intent to terminate the Contract at least thirty (30) days prior to the end of any one year term.

8. Either party may terminate this Contract with or without cause at any time by serving the other party with ninety (90) days written notice thereof.

9. At its sole discretion, which will be reviewed by the ECC on a yearly basis, the ECC will provide Language Interpreter Service to St. Louis County PSAPs, subject to ECC Policy 17-12, which is attached hereto as Exhibit A and incorporated by reference.

10. Except as otherwise provided herein, all terms and conditions of the Prior Contracts shall remain in full force and effect.

ST. LOUIS COUNTY

County Executive

Attest:

Administrative Director

Approved as to legal form:

County Counselor

Approved:

Risk and Insurance Manager

Approved:

Accounting Officer

PARTICIPANT

By: _____

Title: _____

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

On this _____ day of _____, 2018 before me, a Notary Public in and for said state, personally appeared _____ [name], _____ [title] of _____ [Participant], known to me to be the person who executed the foregoing agreement in behalf of said Participant and acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

INTRODUCED BY:

DATE: October 22, 2019

BILL NO: 9368

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT WITH ST. LOUIS COUNTY, MISSOURI FOR NEXT GENERATION 9-1-1 SERVICE.

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

Section 1. the Contract for Next Generation 9-1-1 Service between the City of University City, Missouri and St. Louis County, Missouri is hereby approved in substantially the form attached hereto and incorporated by reference, and the City Manager is authorized to enter into and execute the Contract on behalf of the City and take such further action 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 THIS _____ day of _____ 2018

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

University City • Washington University Advisory Committee

Report to City Council

**Tax-Exempt Property Owned by Washington University
Findings, Facts and Recommendations**

July 30, 2015

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Acknowledgements

First, we would like to thank Keith Cole, Assistant Director of Finances at University City, for his help and patience in arranging meetings, taking notes, and tracking down information. This included many night-time meetings outside of normal office hours. Officials at Washington University were helpful and professional in providing us with information when requested. In particular, Cheryl Adelstein took time out of her duties to present to the Committee on Washington University's investments and contributions to University City.

Councilpersons Paulette Carr and Steve Kraft served as liaisons between the UCWU Committee and City Council. They regularly attended our meetings and made valuable contributions to our deliberations. The recommendations in this report, however, represent the views of the Committee alone and are not the official position of the City Council or its members. Nevertheless, we hope the City Council will seriously consider our recommendations.

Summary

Todd Swanstrom • Gary Nelling • Christine Albinson • Kristin Sobotka

Background

The University City Council passed Resolution 2014-3, signed by Mayor Welsch on March 24, 2014, “authorizing the establishment of a University City Advisory Board on Washington University” (Appendix 1). (Hereafter we will refer to this board as the University City-Washington University (UCWU) Advisory Committee or simply “the committee”. The Resolution called for each member of the Council to appoint up to two University City residents or property owners to the committee. The membership of the committee was as follows:

Raheem Adegboye
 Christine Albinson
 Jack Breier
 Caryn St. Clair
 Gary Nelling, Co-Chair
 Gregory Pace
 Stephen Selipsky
 Kristin Sobotka
 Steven Stone
 Todd Swanstrom
 Kevin Taylor
 Mae Weston
 David Whiteman
 Robyn Williams, Co-Chair

The Committee had its first meeting in May 2014 and elected Gary Nelling and Robyn Williams as co-chairs. The Committee had monthly meetings at Heman Park Community Center that were open to the public and attended by interested citizens.

The charge to the committee was to examine Washington University’s tax-exempt property in University City and make recommendations to the City Council on how best to deal with the revenue shortfall from tax-exempt property. The Council Resolution asked the committee to address a series of questions, which were broke down into five categories and assigned to subcommittees as follows.

- Subcommittee 1** How much tax revenue is lost to University City taxing entities because of the tax-exempt status of Washington U city properties?
- Subcommittee 2** What taxes does Washington U provide to University City taxing entities? What does Washington U provide to University City taxing entities that can be measured in dollars?
- Subcommittee 3** What “in-kind’ services does Washington University provide to University City taxing entities? Are there intangibles that Washington University provides to University City taxing entities?

Subcommittee 4 How does the University City taxing entities' relationship with Washington University compare with the relationships between other cities with comparable universities who have large tax exempt property holdings such as Brown University, Northwestern University, Rutgers University, Yale University, etc.?

Subcommittee 5 Is there a way to quantify the amount of increased demand on City services that results from Washington University's ownership and development of tax-exempt property?

Much of the work of the UCWU Advisory Committee was done by these subcommittees. Subcommittee members invested hundreds of hours gathering data and consulting with experts and the relevant policy literature. This report summarizes the findings of these subcommittees. We refer the reader to the appendices for the methodology and detailed findings of each subcommittee. The Subcommittee Reports represent the views of the members of that subcommittee and not necessarily those of the entire committee.

A central task of the committee was to determine the market value of the tax-exempt property owned by Washington University and, therefore, the amount of property taxes foregone by University City taxing jurisdictions as a result of this tax exemption. This is a demanding task because St. Louis County does not update the assessed value of these properties and they have not been bought and sold very often on the private market. No method of estimation is perfect, but we believe our estimate of the range of values is reasonably accurate. Our methodology is detailed in the Subcommittee 1 Report in the Appendix. In addition, UCWU made every effort to document the contributions Washington University makes to University City both in terms of taxes and other payments, as well as in-kind contributions and intangibles that benefit University City governmental entities. UCWU members met with Washington University representatives to gather information about the programs the University proposes contribute to University City. UCWU also estimated the costs to University City of services provided to tax-exempt properties and their residents.

The City Council directed the committee "to study the option of increased demand on City services and infrastructure over the next 10 years..." and recommend ways that University City could be compensated for providing services to Washington University properties that do not pay property taxes. Included in our mandate was identifying payments in lieu of taxes (PILOTS) or in-kind service contributions by Washington University that could offset public service costs. The Resolution stated that Washington University could compensate for lost tax revenue in other ways, including additional public works resources; capital infrastructure improvements, such as parks; enhanced parking resources; and other improvements to the quality of life.

After gathering and analyzing all the facts on tax-exempt property, service costs, monetary and in-kind services by Washington University to University City, the committee deliberated on recommendations to the City Council. There is no way to quantify exactly what Washington University owes to University City to compensate for tax-exempt property. However, we believe the evidence points strong to the conclusion that the taxpayers of University City are bearing a disproportionate share of the burden. *Washington University can do more.*

Findings

- Washington University currently owns about 1.2 million square feet of residential and commercial property in University City and thus is our largest landowner. We estimate that the Washington University's total portfolio of residential and commercial property had a market value in late 2014 between \$110 and \$130 million, rising by another \$20-23 million or more by the time of the completion of the Lofts Phase 2. In late 2014 its properties comprised 3.8 to 4.5 percent of the Assessor's \$2,887 million appraisal of all taxable University City property. At the completion of the Lofts the University's tax-exempt property value could exceed 5.3 percent of the City's total property value.
- Washington University currently provides 70% of their students with main campus housing, where no space remains to build new student housing. The remaining 30% live off campus in University City, the Central West End near the Washington University Medical Center, the Skinker DeBaliviere area in St. Louis, Clayton and other areas where there is room for new or renovated student housing. Approximately 2,840 Washington University students currently live in University City, with 1,400 in University-owned, tax-exempt housing.
- Washington University's tax-exempt property in University City, if taxed, would generate \$1.61 to \$1.86 million in local property tax revenue, rising in 2018 to \$1.87 to \$2.16 million. University City and its Library account for 15 percent of those amounts, with the School District accounting for 78 percent.
- In their presentation to UCWU including "By the Numbers – Washington University's contributions to University City", representatives from Washington University included all their expenses and investments in University City as if they amounted to direct-benefit contributions to the City. Our Committee disagreed with some of their claims. We distinguish University expenses and investments from contributions as follows:
 - Washington University contributions that benefit University City exclusively should be valued fully as contributions. For example these would include the money paid to the Police Department and the revenue from the University parking meters.
 - Washington University contributions that benefit University City and Washington University equally should be 50/50 shared values. Examples are the in-kind contributions to the Library and bike and walking path construction.
 - Washington University contributions that benefit University City, St Louis, Washington University, etc. should be valued in appropriate proportions. For example this would include the Loop Trolley project that is 25% in University City and 75% in the City of St. Louis and thus be recorded as a 25/75 benefit.
 - Washington University expenses or investments that benefit Washington University only should not be valued as financial contributions to University City. This would include the design and construction of the apartment portion of the Lofts at Washington University, about 2/3 of construction, and the renovations of existing apartment buildings. There's a qualitative intangible benefit in the new building and renovation, but no direct tangible financial benefit to any taxing entities.

- Washington University one-time contributions should accrue against real estate tax revenue losses in the year in which they were made and annual contributions accrue to the taxing entity to which they are annually made. One-time contributions might include the construction costs of infrastructure improvements such as new sidewalks, lighting and signalized intersections.
- Washington University expenses for permits, or other services received from the City should not be viewed as contributions to University City taxing entities. These are expenses for services received from University City.
- Sales taxes derived from student purchases at University City restaurants and retail establishments should not be valued as contributions to University City. The students living in University City would be spending the same amounts whether they lived in Washington U apartments or private apartments, and the taxes are in exchange for goods and services rendered and therefore are not contributions.
- Washington University has also made other in-kind contributions to University City. Many of these contributions, however, mostly benefit Washington University and are very difficult to monetize. For example, Washington University estimates that its students provide 100,000 volunteer hours, mostly in the schools. Putting a dollar figure on the services of student interns working toward degrees and receiving credit hours would be impossible. Washington University noted that 313 of its faculty and staff live in the city representing a \$35 million payroll and that its undergraduates spend considerable money in University City. But these are private market transactions that do not directly benefit the City or the School District. Private businesses are not excused from paying taxes because they contribute to the local economy. (For more detailed analysis of Washington University’s projected contributions to University City, see the Subcommittee 3 Report in the Appendix.)
- Washington University tax-exempt properties and the students who live in them currently receive full city services including police, fire protection, street maintenance, lighting, sewers, public parking lots and street parking, use of parks and similar services. Using methodologies from the fiscal impact literature, the committee estimated the uncompensated public service costs that Washington University’s tax-exempt properties impose on University City. Using a per person methodology, we estimate service costs to both University City and the School District at \$3.09 million per year. Using the value of the tax-exempt property to calculate costs we estimate service costs between \$2.96 and \$3.49 million per year. (See Subcommittee 5 Report for the detailed methodology used to derive these estimates.)

Annual Washington University Cash Contributions	Cash	In-Kind
Washington U provides an annual grant of \$90,000 to the police department. Full value.	\$90,000	-
Washington U - U City parking meters at Lindell and Forsyth	\$24,000	-
Total Annual Washington University Contributions	\$114,000	-

One-Time Washington University Contributions

Washington University has also made a number of one-time, cash and in-kind service contributions to University City. We estimate the value of these contributions as follows based on the criteria established above:

Contributions • through 2104	Cash	In-Kind
\$150K one-time in-kind service and \$50K one-time cash to the Parkview Gardens Sustainability Plan. Shared value: U City and Washington U 50/50	\$25,000	\$75,000
\$100K one-time grant to the Loop Trolley Project Shared value: 25% U City – 75 % City of St Louis	\$25,000	-
In 2015 WU will make a \$250,000 grant to the Loop Trolley Company, which will accrue to the portion of that company represented by a UC taxing entity.		
Washington U provided \$5K to match the library's MOREnet grant. Full value - Discontinued	\$5,000	-
University City had a new fire station built on land provided by Washington U via a long term \$1 lease. ⁱ Shared value: 50% U City 50% WU = \$54,500 each	\$54,500	-
Total One-Time Contributions	\$109,500	+ \$75,000

- Though Washington University and University City have no specific PILOT agreement, the amount of \$114,000 to City taxing entities achieves a similar purpose.

\$114,000 cash contributions

\$1,857,000 lost 2014 tax-exempt real estate tax revenue = 6.1% of lost UC tax revenues

\$114,000 cash contributions

\$3,090,000 gross cost of 2014 UC services to WU = 3.7% of cost of UC services

\$114,000 cash contributions

\$70,000,000 all 2014 University City revenues = 0.16% of all U City revenues

- Washington University's annual contributions to University City equal 6.1% of lost 2014 tax-exempt real estate tax revenues, a typical average of universities but about 60% of the Boston U PILOT percentage of 10.5% to Boston in 2014. Other large universities gave similar amounts. Washington University's contributions equal 0.16% of University City total revenues, which also compares unfavorably to the Boston U PILOT of 0.21% of Boston's total revenues, to the Yale PILOT of 1.5% of New Haven CT's total revenues and the Roger Williams U PILOT equal to 4.77% of Bristol RI total revenues. Bristol RI with 23,000 residents is comparable in size to University City at 35,150.

Recommendations

University City benefits in many ways from having Washington University as a neighbor. Faculty, staff, and students stimulate the local economy and housing market. Washington University has grown both physically and in terms of faculty and students since its inception, and especially since the 1970s. The construction of the Kemper Art Museum, which is open to the public, the Law and Business Schools, renovations of Olin Library and Holmes Lounge and many more new buildings and renovations have enhanced both the size of the student body and the quality of education. The University has been generous with their provision of students to work in University City Public Schools.

On the other hand, Washington University benefits from being located next to University City. University City has lovely historic residential architecture, neighborhoods that welcome new residents, faculty and students alike, tree-lined Delmar Boulevard, restaurants of many nationalities and cuisines, art galleries, the Center on the Contemporary Arts (COCA), fashion shops, the Tivoli Theater, and music and entertainment venues. In 2007, the American Planning Association named the Delmar Loop “One of the 10 Great Streets in America.” Faculty, staff, and students have free access to taxpayer-provided amenities, such as the Ruth Park golf course, Heman Park swimming pool, recreation center, tennis courts, and the Public Library.

Clearly, Washington University and University City both benefit from being neighbors. Having said this, however, after studying the facts, we believe the relationship between Washington University and University City is out of balance.

University City taxpayers bear a burden from the large and growing amount of tax-exempt property within the borders of their city. The large presence of tax-exempt property has contributed to a relatively high property tax burden. Twelve municipalities in St. Louis County collect no property taxes. Of the 78 municipalities that do, University City has the 19th highest residential property tax rate (.7530). Taking into account the University Library tax, the city ranks near the top in total property taxes. High property taxes can harm property values and undermine the housing market.

There are basically four ways that University City could cope with its fiscal squeeze due to the large presence of tax-exempt property: 1) Raise taxes; 2) Cut services; 3) Receive additional payments or in-kind services from Washington University to make up for lost revenue; 4) Expand the tax base through economic development and investment. We do not recommend alternatives 1 and 2. Raising the already high tax rates or cutting services will make University City a less attractive place to live or do business and will not solve the underlying problem. We recommend the City pursue alternatives 3 and 4.

The main rationale for granting tax-exempt status to nonprofit institutions is that they provide services that take the burden off of the public sector or provide public good that otherwise governments would have to provide. For example, charities take care of the homeless and orphans who otherwise would need to be taken care of by government. Small nonprofits that exclusively serve their communities with services, such as family and children’s counseling, drug use treatment, and job counseling, have community missions that can be distinguished from universities. Washington University operates more like a business than a charity. By creating knowledge and more educated citizens

Washington University does benefit society, but the main beneficiaries are the students themselves, who pay high tuition rates for the privilege of attending (\$45,700 per year 2014-2015). As a national university, most students leave the St. Louis metropolitan area after graduation. The University has about \$8.7 billion in net assets in its endowment according to its 2014 Annual Statement. About \$6.7 billion is in market investments and \$2 billion in real estate. Washington University's financial assets are not evidence of obligation to contribute, but they are evidence of ability to contribute.

Recognizing that their wellbeing is wrapped up with the communities they are located in and that they often impose service burdens on local municipalities, universities around the nation have instituted policies to benefit their neighbors, including payments in lieu of taxes. Many universities now view themselves as “anchor institutions.” An “anchor institution” is any institution that is tied to a specific location “by reason of mission, invested capital, or relationships to customers or employees....” The most prominent anchor institutions are universities and hospitals, known as “eds” and “meds”. As anchor institutions, universities have come to realize that they can intentionally deploy their resources to benefit neighboring communities, while at the same time benefiting themselves – all the while staying within their mission. Washington University Medical Center has acted as an anchor institution in the Central West End and Forest Park Southeast neighborhoods. But it could embrace an anchor institution role more strongly in the case of University City, especially in northern parts of the City, which have high rates of poverty and unemployment.

Recommendation 1: Negotiate a PILOT

The tax-exempt status of Washington University is written into state law and University City cannot require Washington University to pay taxes. Any agreements to address the issues related to tax-exempt property will need to be beneficial to both partners. Many universities have recognized the need to compensate for tax-exempt property by making payments to local governments. These payments are called PILOTs or “payments in lieu of taxes.”ⁱⁱ PILOTs are *voluntary* payments made by a tax-exempt organization as a substitute for property taxes. Overall, PILOTs represent a small proportion of total city revenues but they still can be an important supplement. For example, Yale University entered into formal agreement with New Haven in 1991 for a \$1.2 million annual PILOT. Over time that payment has risen and in 2009 Yale agreed to increase its payment by 50 percent, so that starting in 2010 it contributed \$7.5 million per year.

A study of Boston found that sixteen colleges and universities contribute PILOTs to the City of Boston. Boston University made the largest PILOT (\$4.9 million) with Harvard second (\$2.0 million). Researchers found a direct correlation between the size and assets of the largest Boston universities and the size of their PILOTs. This correlation probably results from the large universities greater stake in the quality of city services, quality of life and general goodwill created by their PILOTs. When a nonprofit expands its real estate holdings, or buys up previously taxable property, the City of Boston initiates a conversation with the nonprofit with the objective of reaching a PILOT agreement.

Washington University's real estate holdings in University City have increased significantly in recent years and its holdings will increase in the years ahead. We believe University City should initiate a conversation with Washington University about instituting a PILOT. Instituting a PILOT will be challenging because there is no agreed

upon way to calculate the amount. As a prominent study of PILOTs put it:

The basis for deciding upon an appropriate PILOT amount varies across municipalities. Some ask tax-exempt institutions to pay a specific proportion of the property taxes the institution would owe if taxable. Others base the PILOT on some measure of the size of the nonprofit's property, such as square footage, or the size of its economic activity, such as number of employees or dormitory beds. The cost of the basic services provided to nonprofit institutions is also used as a guide.ⁱⁱⁱ

We believe that if Washington University agreed to a PILOT it would benefit them in the long run by helping to stabilize University City finances and improve the image of the University in the community. In any case, a PILOT will only cover a relatively small portion of the foregone property taxes.

Recommendation 2: Collaborate with Washington University to Spur Private Development and Boost the Tax Base

City Council should utilize the resources of the Community Development Department, real estate developers, real estate agents, business owners and residents, as well as Washington University, to create meaningful and realistic plans to stimulate economic growth and real estate development and provide financial resources, especially in northern University City that has high levels of poverty and unemployment. Washington University could provide social and job service counseling at their new North Campus location. Washington University has an Employer-Assisted Housing Program that provides down payment assistance to homebuyers in certain neighborhoods surrounding the campus. So far the program has assisted approximately 27 homebuyers giving out a total of \$108,950. If significantly more Washington University employees moved into the target area north of Olive Street, it could serve as a valuable stabilizing influence.

Since it is unlikely that Washington University would replace the entire \$1,857,000 average lost nonprofit real estate tax revenue, our City Council working with the Community Development Department and Planning staff should pursue economic development independently as well. There are programs in progress that may bear economic fruit, such as the Parkview Gardens Neighborhood Sustainable Development Plan, but this is a long-term plan without predictable financial benefits over ten years. Time will tell whether private developers will build retail, office and residential projects in a neighborhood served primarily by walking and scant public transportation with low parking ratios.

Likewise, the Loop Trolley now is in construction. Commercial development is occurring along its path in St. Louis, but large-scale renovation of adjacent North St. Louis neighborhoods will be a 10-year project at best. Time will tell whether the Loop Trolley will be a profitable part of a future comprehensive metropolitan transportation system. The proposed multistory New Urbanism project proposed by the City at Olive Street and North and South Boulevard is an encouraging independent development plan.

Recommendation 3: Negotiate Transfers of Real Property

Transfers of equivalent properties by the University and City (such as returning Pete's Sur-Save to a private commercial developer) should be considered as development options. We encourage our City Council to negotiate such agreements with each project.

Washington University should consider converting some of its residential property to private ownership and therefore putting it back on the tax rolls.

Recommendation 4: Cost Sharing for Municipal Infrastructure Projects

It is common for developers, both private and nonprofit, to contribute half or more of the infrastructure costs of their developments in areas surrounding the immediate sites. We encourage City Council to continue to negotiate such mutually beneficial agreements.

Recommendation 5: Service Assessments

University City could consider fee-for-service agreements with for specific city services provided to tax-exempt properties, such as street maintenance or snow removal.

Recommendation 6: Zoning Law Restrictions

Webster Groves has drawn boundaries around university development by creating Educational Campus Districts in their zoning ordinance that put a moratorium on university development outside these zones, protecting neighborhoods and their tax base. University City should evaluate this zoning law as a potential model for a zoning code amendment if citizens think further tax base erosion or quality of life issues are at risk.

Recommendation 6: Address Parking Issues Created by Students

With financial support from Washington University and in a spirit of full collaboration, University City should create and implement a Walking Plan to encourage students living in University apartments to walk to classes to minimize the parking disadvantage for long-term residents, shoppers and diners. The City should also encourage Washington University to extend the shuttle bus system between the main and north campuses to include any area of student housing not currently served in University City to avoid overburdened existing street and lot parking.

Recommendation 7: Transparency

We recommend that our City Council ask Washington University to disclose its plans for acquiring more properties in University City over the next ten years or more. Calculating future tax-exempt property values and lost tax revenues is complex, but a reasonable estimate is necessary in order to calculate requests for additional contributions.

Recommendation 8: The IBA Heidelberg Model

University of Heidelberg is making contributions to the City of Heidelberg Germany through Knowledge Based Urbanism, which establishes business incubators, technology think tanks and social services. Stanford, NYU and Harvard are emulating this program with their respective cities, and Washington University should consider doing the same.

In conclusion, we hope this report provides the City Council with adequate information to engage in constructive negotiations with Washington University for a PILOT program or additional cash and in-kind services to offset the City's real estate tax revenue losses, as well as to stem our population decline and stimulate economic growth. We hope Washington University recognizes that deficiencies in revenue may cause deficiencies in services and the condition of City streets, sidewalks, lighting, parks and properties that will negatively impact the quality of life. Working together, University City and Washington University can improve the quality of life for everyone.

Resolution 2014 - 3

**RESOLUTION FOR AUTHORIZING THE ESTABLISHMENT OF A UNIVERSITY CITY
ADVISORY BOARD ON WASHINGTON UNIVERSITY**

WHEREAS, the City of University City is a first-tier suburb facing the same challenges and stresses of such inner-ring suburbs around the Country; and

WHEREAS, the City Council of the City of University City is committed to asking a proactive approach to dealing with these challenges and stresses; and

WHEREAS, these challenges and stresses will be lessened with a vibrant, healthy economic climate within University City; and

WHEREAS, the City of University City has a long tradition of working in collaboration with our community partners such as the University City School District, the Loop Special Business District, Parkview Gardens Association, the Chamber of Commerce and Washington University; and

WHEREAS, appropriate continued development in University City is in the best interest of its residents; and

WHEREAS, the City council of University City seeks to make sure the relationship between the City and Washington University is of maximum benefit to all parties, and is not to the detriment of ether party; and

WHEREAS, by the laws of the State of Missouri, many of Washington University's properties in University City are tax exempt; and

WHEREAS, continued development and redevelopment can be more beneficial to our community when proposed projects address the need for additional public safety resources, additional public works resources, additional capital infrastructure improvements, parking resources, revenue responsibility and quality of life issues for existing residents; and

WHEREAS, the City of University City has a long tradition of turning to its residents and property owners for advise and guidance in areas of concern to it the city; and

WHEREAS, the City of University City has among its residents and business community experts in the field of Economic Development, land use, tax policy zoning and community investment; and

WHEREAS, the City of University City also has non-resident property owners who are, also, experts in the field of Economic Development, land use, tax policy, zoning and community investment; and

WHEREAS, many of these residents and property owners have expressed a willingness to volunteer their services, expertise and advice to advance an open dialog to discuss

economic development and redevelopment, land use, tax policy, zoning and community investment in University City; and

WHEREAS, Washington University has been a long-term and integral partner with the City of University City since the founding of our City and the largest single landowner with tax-exempt status in University City;

NOW, THEREFORE BE IT RESOLVED that the City Council of University City authorizes a voluntary Advisory Board on Washington University to work under the direction of the City Council to study the options of increased demand on City services and infrastructure over the next 10 years in University City.

This can include public safety resources, additional public works resources, additional capital infrastructure improvements, parks, parking resources, revenue responsibility and quality of life issues; and;

This Advisory Board will consist of University City residents and no more than 2 non-resident University City property-owners, and will be representative of the community to the greatest extent possible; and

Each member of the council will appoint (up to) 2 representatives to the group; and

The Advisory Board will develop its own procedures for accomplishing its work; and

The Advisory Board will follow the open meetings and records laws of the State of Missouri; and

The Advisory Board will be citizen led and directed, although the City Council will use its usual procedures to make appointment and will have two of its members serve as liaisons to the Advisory Board, and all members of Council and the public will be welcome to attend and observe its meetings; and

The City Manager will provide staff resources to the Advisory Board; and

The Advisory Board have its first meeting in May 2014 and work for a period of not more than 6 months; and

The Advisory board shall have the option of meeting at Heman Park Community Center, which will be made available for meetings at least once per month; and

The Advisory Board will study the University City relationship with Washington University and is requested to examine the following issues:

- How much revenue is lost to University City taxing entities because of the tax-exempt status of Washington University City properties?
- What taxes does Washington University provide to University City taxing entities?
- What does Washington University provide to University City taxing entities that can be measured in dollars?

- What "in kind" services does Washington University provide to University City taxing entities?
- Are there intangibles that Washington University supplies to University City taxing entities?
- How does University City taxing entities' relationship with Washington University compare with the relationships between other cities with comparable universities who have large tax exempt property holdings such as Brown University, Northwestern University, Rutgers University, Yale University, etc.?
- Is there is a way to quantify the amount of increased demand on City services that results from Washington University's ownership and development of tax exempt property?

The Advisory Board, upon completion of its work, will present a report that includes its recommendations, data and analysis to support its recommendations, realizing that its work is not established public policy, but is designed to present suggestions which the City Council may or may not choose to act upon.

Adopted this 24th day of March, 2014.



Mayor



City Clerk

UCWU Subcommittee Reports

Subcommittee 1 Report

Steven Stone • Stephen Selipsky • Jack Breier

Revenue Uncollected by University City Taxing Entities Because of the Tax-Exempt Status of Washington University Properties

In this chapter we estimate annual taxes that Washington University-owned properties in University City would produce if they were not tax-exempt. The State constitution establishes this tax exemption, and in this context we should note that it also constrains certain parts of local governments' property tax revenue and rates, which in response must be adjusted annually. Therefore the uncollected revenue calculated here is not purely a reduction of local government revenues; by constitutional original intention it is also partially a shift of tax burden from tax-exempt-property owners to taxable-property owners. We conclude that tax-exempt property, and changes in its extent, have effects both on tax rates and on government revenue levels. We will estimate the combined size of those effects without attempting a policy-maker's decision between their proportions.

These revenue calculations are intended as part of a larger picture addressed by other chapters of this report, including Washington University's substantial non-property-tax payments to local governments, its other support of local institutions, its cost impact on local government, and comparison with evolving relationships elsewhere between non-profit institutions and local governments.

Our analysis begins by generating, from the Saint Louis County Assessor database, a list of tax-exempt property in University City owned by Washington University. Since the Assessor's office assigns limited resources to appraising tax-exempt property, we adjust many of those valuations (some of which have remained constant for multiple years). To avoid the substantial cost and time of commissioning professional valuations of each property, we value single-family dwellings and most commercial buildings at the higher of last purchase price or Assessor's 2013 most recent available valuation. We value vacant land by area, based on recent transactions. For multiple-occupancy buildings we use an income approach based on market rents, to generate average valuations per apartment unit appropriate to each of three geographic areas (North Parkview / South Parkview / south of Delmar). Individual properties are color coded by this geography in Appendix: Portfolio Valuation and Taxation.

To provide some guidance on the reliability of our final numbers we use a valuation range: first calculating very conservative lower-bound values, and then repeating the calculation using "mid" values likely closer to current market values. In consultation with real estate professionals our income model calculations (see Appendix: Market Value Calculator) generate average valuations per apartment unit in the three respective geographic areas to be a lower-bound set of (\$60,000 / \$80,000 / \$100,000), and a mid-set of (\$75,000 / \$100,000 / \$125,000) which compare well with prices for units currently on the market.

The Lofts development on Delmar receives special treatment due to its location

straddling the border between University City and Saint Louis, its mixed residential/commercial space, the large component of recent capital investment in its exempt property value in University City. We use the announced Loft Phase II expansion to give a requested indication of future trends, but future purchases and/or conversions of property between taxable and tax-exempt will have additional effects.

To value the Lofts, we exclude taxable commercial space, and use an income approach based on published student room rates (see Appendix: Calculator). We thus assign a (low) \$45 to (most-likely) \$52 million value to the tax-exempt portion of Phase I, which may be compared to announced construction costs of \$69 million less \$6 million we allocate for the taxable commercial space. Since somewhat over 50% of units are located within University City, we conservatively allocate to it \$22.5 million to \$26 million of valuation. The planned development in 2017 of Phase II will add additional value, all tax-exempt residential and within University City limits. Our income approach valuation of \$20 to \$23 million may be compared to announced construction costs over \$11 million plus some allocation of infrastructure costs. We should keep in mind that Washington University's capital investment and development considerably increase the value of this property, and of other Washington University properties to a lesser extent. In the absence of the University's real estate activities, taxable developers might have made an unknowable portion of this investment; in the real world we note that private investment and future development proposals have also been increasing in the Loop and local student housing market (including recent proposals along Kingsland).

Assembling all these elements (in Appendix: Portfolio Valuation and Taxation) gives a market value for the total portfolio in University City of \$110 million to \$130 million, rising by another \$20 to \$23 million or more by 2018 (including Lofts Phase 2). The University may continue to acquire additional properties; on the other hand some previously tax-exempt properties are being moved into taxable status for management by for-profit subsidiaries (3.5% of the portfolio value based on county database through January 2015). Our valuation of the portfolio as of late 2014 comprises 3.8% to 4.5% of the Assessor's \$2,887 million appraisal of all taxable University City property for 2013 and 2014. By 2018 the University's tax-exempt property value may exceed 5.3% of the City's total property value.

We calculate forgone taxes as the County Assessor would, by multiplying each property's appraisal value by the statutory assessment ratio for residential (0.19) or commercial (0.32) use and multiplying by the property's sub-district tax rate. Ignoring small politically decided changes in tax rates if the portfolio were taxable, the resulting uncollected taxes / shifted tax burden are detailed in Table: Forgone Taxes below.

We conclude that Washington University's tax-exempt real estate in University City would otherwise generate at least \$1.61 million to \$1.86 million of city-local property taxes or reduced taxpayer rates in 2014, rising in 2018 to at least \$1.87 million to \$2.16 million. University City and its Library account for just over 15% of those amounts, and the School District accounts for 78%. The higher estimated values are the most likely.

Table: Forgone Taxes on Tax-Exempt Washington University Properties

	<u>Residential</u>	<u>Commercial</u>	<u>Total</u>	<u>Percentage</u>
<i>2014 Low</i>				
Univ City School District	\$ 918,816	\$ 341,456	\$1,260,272	78.4%
City of University City	\$ 133,630	\$ 45,831	\$ 179,461	11.2%
University City Library	\$ 47,205	\$ 15,737	\$ 62,942	3.9%
University City Sewers	\$ 12,432	\$ 4,959	\$ 17,391	1.1%
Parkview Business District	\$ 44,178	\$ 18,500	\$ 62,678	3.9%
Univ City Business District	\$ 24,154	\$ 0	\$ 24,154	1.5%
Total Local	\$1,180,413	\$ 426,483	\$1,606,897	100.0%
State, County, Reg.	\$ 442,149	\$ 156,208	\$ 598,357	
Grand total	\$1,622,563	\$ 582,691	\$2,205,254	
<i>2014 Mid</i>				
Univ City School District	\$1,113,495	\$ 341,456	\$1,454,951	78.3%
City of University City	\$ 161,943	\$ 45,831	\$ 207,774	11.2%
University City Library	\$ 57,207	\$ 15,737	\$ 72,944	3.9%
University City Sewers	\$ 15,049	\$ 4,959	\$ 20,009	1.1%
Parkview Business District	\$ 54,953	\$ 18,500	\$ 73,453	4.0%
Univ City Business District	\$ 27,911	\$ 0	\$ 27,911	1.5%
Total Local	\$1,430,558	\$ 426,483	\$1,857,042	100.0%
State, County, Reg.	\$ 535,832	\$ 156,208	\$ 692,040	
Grand total	\$1,966,391	\$ 582,691	\$2,549,082	
<i>2018 Low</i>				
Univ City School District	\$1,115,561	\$ 341,456	\$1,457,017	78.0%
City of University City	\$ 162,244	\$ 45,831	\$ 208,075	11.1%
University City Library	\$ 57,313	\$ 15,737	\$ 73,050	3.9%
University City Sewers	\$ 15,966	\$ 4,959	\$ 20,925	1.1%
Parkview Business District	\$ 44,178	\$ 18,500	\$ 62,678	3.4%
Univ City Business District	\$ 45,624	\$ 0	\$ 45,624	2.4%
Total Local	\$1,440,884	\$ 426,483	\$1,867,368	100.0%
State, County, Reg.	\$ 536,826	\$ 156,208	\$ 693,034	
Grand total	\$1,977,711	\$ 582,691	\$2,560,402	
<i>2018 Mid</i>				
Univ City School District	\$1,339,752	\$ 341,456	\$1,681,208	78.0%
City of University City	\$ 194,849	\$ 45,831	\$ 240,680	11.2%
University City Library	\$ 68,831	\$ 15,737	\$ 84,568	3.9%
University City Sewers	\$ 19,114	\$ 4,959	\$ 24,073	1.1%
Parkview Business District	\$ 54,953	\$ 18,500	\$ 73,453	3.4%
Univ City Business District	\$ 52,602	\$ 0	\$ 52,602	2.4%
Total Local	\$1,730,100	\$ 426,483	\$2,156,584	100.0%
State, County, Reg.	\$ 644,711	\$ 156,208	\$ 800,919	
Grand total	\$2,374,811	\$ 582,691	\$2,957,502	

ⁱ The parcel is about 0.7 acres. The property immediately to the north of the fire station is 6504 Olive. This parcel is 1.84 acres with the land appraised at \$285,800 by St. Louis County. $\$285,800 / 1.84 \text{ acres} = 155\text{K/acre}$: $.7 \text{ acres} * \$155\text{K/acre} = \109K (value of the fire station land grant).

ii The University City School district property tax ranks in the middle (11th out of 23). After adding in the municipal and library tax, however, University City ranks near the top. *St. Louis County 2014 Rate Book*, available at: <http://revenue.stlouis.com/collection/2014/2014/RatBook.pdf>

iii Henry S. Webber and Mikael Karlstrom, *Why Community Investment is Good for Nonprofit Anchor Institutions: Understanding Costs, Benefits, and the Range of Strategic Options* (Chicago: Chapin Hall at the University of Chicago, 2009), p. 1.

^{iv} Our discussion of PILOTs relies heavily on Daphne A. Kenyon and Adam H. Langley, *Payments in Lieu of Taxes - Balancing Municipal and Nonprofit Interests* (Cambridge, MA: the Lincoln Institute of Land Policy, 2010).

^{iiiiv}v Kenyon and Langley, p. 6.

PORTFOLIO VALUATION AND TAXATION - WASHINGTON UNIVERSITY TAX-EXEMPT PROPERTIES IN UNIVERSITY CITY
2014 rates and properties: mid-range market estimate excluding Lofts Phase 2

ASSUMPTIONS FOR MARKET VALUE

1. Single-family dwellings at higher of County Assessor's value or purchase price (if known).
2. Apartments shaded in red valued at \$75,000 per unit.
3. Apartments shaded in blue valued at \$100,000 per unit.
4. Apartments shaded in green valued at \$125,000 per unit.
5. We exclude taxable retail/garage commercial properties at 7351 - 7361 Forsyth, although they are appraised and taxed below likely market value.
6. 950 Kingsland is a commercial building; purchase price used for market value.
7. Other commercial buildings valued at higher of County Assessor's value or purchase price (if known).
8. 6610 Olive is a large vacant lot, currently held for commercial development. Purchase price used for market value.
9. Small vacant parcels and parking lots valued at \$7.50 per square foot.
10. 721 Kingsland includes both apartments and art facilities. County Assessor's value is used, although it is likely below market value.
11. 560 Trinity is the 560 Music Center. County Assessor's value is used, although it is likely below market value.
12. 306 Mehville is the Academy Building. County Assessor's value is used, although it is likely below market value.
13. 6601 Vernon is the MySci Resource Center. Purchase price used for market value.
14. 6261 Delmar is the Lofts of Washington University; almost half of the Phase I development is located in the City of St. Louis.

Input	Lower	Higher
\$ 75,000	\$ 60,000	\$ 75,000
\$ 100,000	\$ 80,000	\$ 100,000
\$ 125,000	\$ 100,000	\$ 125,000
\$ 52	Lofts 1 \$ 45	\$ 52
\$ -	Lofts 2 \$ -	\$ -

By intergovernmental agreement, University City provides fire, EMT, and police protection. We assign 50% of value and unrecruited tax to University City.
An income model values the non-taxable residential portion (including Enright phase I buildings) at \$45 to \$52 million (total in both cities).
This compares to announced construction costs of \$69 million less an estimated \$6 million for 20,744 sq ft of taxable commercial area.
15. 6201 Enright is the site of Phase II of the Lofts (announced for 2017 completion), located within University City limits.
An income model supports valuation at \$20 to \$23 million (vs Phase II construction costs estimated over \$11 million plus infrastructure).

TOTAL MARKET VALUE: \$ 129,647,860

TOTAL UNCOLLECTED TAXES: \$ 2,549,082

LOCATOR #	ADD-RESS	STREET	COUNT OF APT UNITS	Land/Retail SF	MARKET VALUE	2013 ASSESSOR APPRAISED	ASSESSOR ASSESSED	MARKET ASSESSED	TAX SUB DISTRICT	2014 TAX RATE	UNCOLLECTED MARKET TAXES	TAX-EXEMPT
18H440236	5238	CABANNE	2		\$450,000	\$115,000	\$26,600	\$47,610	131-BA	0.094610	\$8,089	Y
18H440237	5233	CABANNE	2		\$150,000	\$48,000	\$13,100	\$39,800	131-BA	0.094610	\$7,896	Y
18H440414	5262	CABANNE	0		\$47,300	\$15,000	\$47,300	\$12,110	131-BA	0.094610	\$8,501	Y
18H440661	5310	CABANNE	3		\$300,000	\$13,500	\$29,400	\$57,000	131-BA	0.094610	\$5,393	Y
18H440708	6314	CABANNE	4		\$300,000	\$120,000	\$28,600	\$57,950	131-BA	0.094610	\$5,393	Y
18H443134	6255	CABANNE	0	3,400	\$25,500		\$14,400	\$2,300	131-BA	0.094610	\$458	Y
18H443145	6253	CABANNE	0	3,684	\$26,130		\$13,700	\$2,570	131-BA	0.094610	\$470	Y
18H443136	6253	CABANNE	0	3,920	\$29,400		\$14,300	\$2,810	131-BA	0.094610	\$578	Y
18H420742	6219	CATES	0	13,939	\$104,000		\$22,200	\$570	131-BA	0.094610	\$2,879	Y
18H421394	6260	CATES	6		\$600,000	\$240,000	\$266,000	\$47,610	131-BA	0.094610	\$10,786	Y
18H421376	6270	CATES	6		\$600,000	\$240,000	\$266,000	\$47,610	131-BA	0.094610	\$10,786	Y
18H430297	6414	CATES	4		\$400,000	\$160,000	\$296,100	\$61,160	131-BA	0.094610	\$7,190	Y
18H430413	6415	CATES	0		\$103,700		\$103,700	\$26,980	131-BA	0.094610	\$1,864	Y
18H430451	6425	CATES	3		\$300,000	\$120,000	\$280,000	\$58,000	131-BA	0.094610	\$5,393	Y
18H430454	6429	CATES	6		\$600,000	\$240,000	\$266,000	\$47,610	131-BA	0.094610	\$10,786	Y
18H440032	6249	CATES	0	10,000	\$75,000		\$29,900	\$6,400	131-BA	0.094610	\$1,248	Y
18H440098	6261	CATES	0		\$109,300		\$76,900	\$28,440	131-BA	0.094610	\$1,965	Y
18H421365	6266	CATES	6		\$600,000	\$240,000	\$266,000	\$47,610	131-BA	0.094610	\$10,786	Y
18H440164	6269	CATES	4		\$400,000	\$160,000	\$241,800	\$49,930	131-BA	0.094610	\$7,190	Y
18H440241	6309	CATES	3		\$300,000	\$120,000	\$276,200	\$57,040	131-BA	0.094610	\$5,393	Y
18H440263	6311	CATES	0		\$87,500		\$10,000	\$27,570	131-BA	0.094610	\$1,274	Y
18H440285	6317	CATES	6		\$600,000	\$240,000	\$282,600	\$47,610	131-BA	0.094610	\$10,786	Y
18H440373	6321	CATES	0		\$123,400		\$69,750	\$13,110	131-BA	0.094610	\$2,214	Y
18H443244	6308	CATES	4		\$400,000	\$160,000	\$268,000	\$54,530	131-BA	0.094610	\$7,190	Y
18H421299	6311	CLEMENS	3		\$300,000	\$120,000	\$193,900	\$36,270	131-BA	0.094610	\$5,393	Y
18H421321	6265	CLEMENS	24		\$1,400,000	\$560,000	\$1,093,100	\$201,270	131-BA	0.094610	\$43,142	Y
18H421523	6275	CLEMENS	0	5,227	\$39,203		\$38,900	\$7,390	131-BA	0.094610	\$705	Y
18H421530	6273	CLEMENS	0	1,307	\$9,803		\$15,000	\$2,850	131-BA	0.094610	\$176	Y
18H430022	6600	CLEMENS	12		\$1,200,000	\$480,000	\$900,000	\$233,800	131-BA	0.094610	\$21,571	Y
18H430044	6652	CLEMENS	12		\$1,200,000	\$480,000	\$941,000	\$100,530	131-BA	0.094610	\$21,571	Y
18H430066	6620	CLEMENS	6		\$600,000	\$240,000	\$256,600	\$47,610	131-BA	0.094610	\$10,786	Y
18H430143	6603	CLEMENS	15		\$1,500,000	\$600,000	\$694,400	\$124,340	131-BA	0.094610	\$26,964	Y
18H430176	6609	CLEMENS	6		\$600,000	\$240,000	\$266,000	\$47,610	131-BA	0.094610	\$10,786	Y
18H430220	6633	CLEMENS	4		\$400,000	\$160,000	\$278,200	\$57,510	131-BA	0.094610	\$7,190	Y
18H430233	6633	CLEMENS	4		\$400,000	\$160,000	\$278,200	\$57,510	131-BA	0.094610	\$7,190	Y
18H420386	736	EASTGATE	6		\$600,000	\$240,000	\$268,000	\$47,610	131-BA	0.094610	\$10,786	Y
18H420421	740	EASTGATE	6		\$600,000	\$240,000	\$256,500	\$47,610	131-BA	0.094610	\$10,786	Y
18H420452	746	EASTGATE	6		\$600,000	\$240,000	\$268,000	\$47,610	131-BA	0.094610	\$10,786	Y
18H420485	800	EASTGATE	6		\$600,000	\$240,000	\$266,000	\$47,610	131-BA	0.094610	\$10,786	Y
18H420614	812	EASTGATE	6		\$600,000	\$240,000	\$266,000	\$47,610	131-BA	0.094610	\$10,786	Y
18H421068	723	EASTGATE	6		\$600,000	\$240,000	\$270,000	\$47,610	131-BA	0.094610	\$10,786	Y
18H421071	717	EASTGATE	4		\$400,000	\$160,000	\$274,000	\$56,720	131-BA	0.094610	\$9,394	Y
18H421080	711	EASTGATE	3		\$300,000	\$120,000	\$45,500	\$281,100	131-BA	0.094610	\$5,393	Y
18H421343	745	EASTGATE	6		\$600,000	\$240,000	\$310,000	\$47,610	131-BA	0.094610	\$10,786	Y
18H421343	741	EASTGATE	6		\$600,000	\$240,000	\$300,000	\$95,000	131-BA	0.094610	\$10,786	Y
18H421112	810	EASTGATE	6		\$600,000	\$240,000	\$256,000	\$134,000	131-BA	0.094610	\$10,786	Y
18H440395	901	EASTGATE	4		\$400,000	\$160,000	\$145,750	\$202,200	131-BA	0.094610	\$7,190	Y
18H440396	905	EASTGATE	4		\$400,000	\$160,000	\$160,000	\$43,270	131-BA	0.094610	\$7,190	Y
18H443123	915	EASTGATE	4		\$400,000	\$160,000	\$200,000	\$71,810	131-BA	0.094610	\$7,190	Y
18H443178	909	EASTGATE	4		\$400,000	\$160,000	\$180,000	\$209,700	131-BA	0.094610	\$7,190	Y
18H422466	751	INTERDRIVE	6		\$600,000	\$240,000	\$266,000	\$47,610	131-BA	0.094610	\$10,786	Y
18H421257	745	INTERDRIVE	6		\$600,000	\$240,000	\$260,000	\$47,610	131-BA	0.094610	\$10,786	2015 N
18H421145	708	INTERDRIVE	6		\$600,000	\$240,000	\$700,000	\$362,100	131-BA	0.094610	\$10,786	Y
18H421136	720	INTERDRIVE	6		\$600,000	\$240,000	\$700,000	\$362,100	131-BA	0.094610	\$10,786	Y
18H421178	718	INTERDRIVE	6		\$600,000	\$240,000	\$311,100	\$59,150	131-BA	0.094610	\$10,786	Y
18H421453	740	INTERDRIVE	0	6,979	\$52,343		\$22,300	\$4,200	131-BA	0.094610	\$941	Y
18H421484	730	INTERDRIVE	12		\$1,200,000	\$480,000	\$500,000	\$96,000	131-BA	0.094610	\$21,571	2015 N
18H421475	726	INTERDRIVE	12		\$1,200,000	\$480,000	\$533,200	\$95,000	131-BA	0.094610	\$21,571	2015 N
18H421541	744	INTERDRIVE	6		\$600,000	\$240,000	\$373,400	\$61,450	131-BA	0.094610	\$10,786	Y
18H420574	722	KINGSLAND	3		\$300,000	\$120,000	\$286,600	\$54,080	131-BA	0.094610	\$5,393	Y
18H430374	821	LELAND	6		\$600,000	\$240,000	\$292,890	\$266,000	131-BA	0.094610	\$10,786	Y
18H421522	720	LIMIT	6		\$600,000	\$240,000	\$104,890	\$250,600	131-BA	0.094610	\$10,786	Y
18H421200	727	LIMIT	18		\$1,800,000	\$720,000	\$769,800	\$142,810	131-BA	0.094610	\$23,257	Y
18H421222	715	LIMIT	6		\$600,000	\$240,000	\$268,000	\$47,610	131-BA	0.094610	\$10,786	Y
18H421681	733	LIMIT	6		\$600,000	\$240,000	\$53,200	\$95,000	131-BA	0.094610	\$10,786	Y
18H420385	727	LYRACUSE	6		\$600,000	\$240,000	\$268,000	\$47,610	131-BA	0.094610	\$10,786	Y
18H461137	745	WESTGATE	6		\$600,000	\$240,000	\$300,000	\$290,600	131-BA	0.094610	\$10,786	Y
18H461167	749	WESTGATE	6		\$600,000	\$240,000	\$300,000	\$325,850	131-BA	0.094610	\$10,786	Y
18H421202	725	WESTGATE	4		\$400,000	\$160,000	\$213,050	\$47,610	131-BA	0.094610	\$10,786	2015 N
18H461231	746	WESTGATE	24		\$2,400,000	\$960,000	\$925,000	\$190,000	131-BA	0.094610	\$43,142	Y
18H461267	740	WESTGATE	6		\$600,000	\$240,000	\$319,500	\$230,600	131-BA	0.094610	\$10,786	2015 N
18H461278	736	WESTGATE	6		\$600,000	\$240,000	\$319,500	\$230,600	131-BA	0.094610	\$10,786	2015 N
18H461242	782	WESTGATE	6		\$600,000	\$240,000	\$340,900	\$34,500	131-BA	0.094610	\$10,786	Y
18H461261	739	WESTGATE	6		\$600,000	\$240,000	\$360,100	\$32,750	131-BA	0.094610	\$10,786	Y
18H461235	753	WESTGATE	6		\$600,000	\$240,000	\$360,100	\$32,750	131-BA	0.0946		

LOCATOR #	ADD-RESS	STREET	COUNT OF APT UNITS	Land/Retail SF	MARKET VALUE	DESCRIPTION	PURCHASE PRICE	2013 ASSESSOR APPRAISED	ASSESSOR ASSESSED	MARKET ASSESSED	TAX SUB DISTRICT	2014 TAX RATE	UNCOLLECTED MARKET TAXES	TAX-EXEMPT
181341225	6647	WASHINGTON	0		\$324,500	DWELLING	\$280,000	\$324,500	\$87,020	\$61,653	131-Q	0.087810	\$5,414	Y
181620981	6605	WASHINGTON	6		\$730,000	APARTMENTS-GARDEN		\$317,500	\$50,450	\$142,500	131-Q	0.087810	\$12,513	Y
181411196	6609	WASHINGTON	4		\$500,000	APARTMENTS	\$300,000	\$306,600	\$68,725	\$95,000	131-Q	0.087810	\$8,842	Y
181620989	721	KINGSLAND	0		\$1,096,700	SCHOOL/APTS		\$1,096,700	\$388,730	\$208,373	131-Q	0.087810	\$18,297	Y
181620989	721	KINGSLAND	0		\$6,787,200	SCHOOL/COMMERCIAL		\$6,787,200	\$2,123,440	\$2,171,904	131-Q	0.107187	\$23,850	Y
181620984	560	TRINITY	0		\$2,065,900	COMMERCIAL		\$2,065,900	\$661,050	\$661,088	131-Q	0.107187	\$70,860	Y
181341006	520	KINGSLAND	6		\$730,000	APARTMENTS-GARDEN	\$1,050,000	\$280,400	\$48,260	\$142,500	131-R	0.086880	\$12,880	Y
181413291	6601	KINGSBURY	3		\$375,000	APARTMENTS	\$205,000	\$285,400	\$59,150	\$71,250	131-R	0.086880	\$6,190	Y
181413245	6609	KINGSBURY	6		\$730,000	APARTMENTS-GARDEN	\$350,000	\$324,500	\$52,040	\$142,500	131-R	0.086880	\$12,880	Y
181413063	6615	KINGSBURY	6		\$730,000	APARTMENTS-GARDEN	\$295,000	\$280,400	\$48,260	\$142,500	131-R	0.086880	\$12,880	Y
181340821	6653	KINGSBURY	6		\$730,000	APARTMENTS	\$372,500	\$232,100	\$47,710	\$142,500	131-R	0.086880	\$12,880	Y
181340885	6679	KINGSBURY	30		\$3,750,000	APARTMENTS-GARDEN		\$964,200	\$179,440	\$712,500	131-R	0.086880	\$61,903	Y
181340922	6823	KINGSBURY	6		\$730,000	APARTMENTS-GARDEN	\$380,000	\$260,400	\$48,260	\$142,500	131-R	0.086880	\$12,880	Y
181340940	6843	KINGSBURY	6		\$730,000	APARTMENTS-GARDEN	\$280,000	\$280,400	\$48,260	\$142,500	131-R	0.086880	\$12,880	Y
181340951	6837	KINGSBURY	6		\$730,000	APARTMENTS-GARDEN	\$310,000	\$312,800	\$59,450	\$142,500	131-R	0.086880	\$12,880	Y
181240015	7030	PERSHING	0		\$370,000	DWELLING	\$370,000	\$312,600	\$66,330	\$70,300	131-R	0.086880	\$6,108	Y
181240030	7034	PERSHING	0		\$310,000	DWELLING	\$310,000	\$299,100	\$42,970	\$38,900	131-R	0.086880	\$5,117	Y
181240037	7036	PERSHING	0		\$380,000	DWELLING	\$380,000	\$296,500	\$62,870	\$72,200	131-R	0.086880	\$6,273	Y
181330126	7020	PERSHING	0		\$325,000	DWELLING	\$325,000	\$267,100	\$56,170	\$61,750	131-R	0.086880	\$5,855	Y
181330181	7001	PERSHING	0		\$455,000	DWELLING	\$455,000	\$208,600	\$40,610	\$86,450	131-R	0.086880	\$7,511	Y
181330194	7005	PERSHING	0		\$455,000	DWELLING	\$455,000	\$241,900	\$48,600	\$86,450	131-R	0.086880	\$7,511	Y
181330280	6607	UNIVERSITY	4		\$600,000	APARTMENTS	\$1,599,000	\$476,500	\$88,400	\$95,000	131-R	0.086880	\$8,254	Y
181330611	6627	UNIVERSITY	4		\$600,000	APARTMENTS	\$387,500	\$416,700	\$86,050	\$95,000	131-R	0.086880	\$8,254	Y
181330754	6633	UNIVERSITY	4		\$600,000	APARTMENTS	\$360,000	\$401,300	\$42,870	\$95,000	131-R	0.086880	\$8,254	Y
181330726	6649	UNIVERSITY	4		\$600,000	APARTMENTS	\$0	\$81,100	\$72,300	\$95,000	131-R	0.086880	\$8,254	Y
181330117	6803	UNIVERSITY	6		\$730,000	APARTMENTS-GARDEN	\$260,400	\$260,400	\$48,260	\$142,500	131-R	0.086880	\$12,880	Y
181330128	6811	UNIVERSITY	6		\$730,000	APARTMENTS-GARDEN	\$260,400	\$260,400	\$48,260	\$142,500	131-R	0.086880	\$12,880	Y
181330458	6639	UNIVERSITY	0		\$766,100	DWELLING		\$766,100	\$138,210	\$145,559	131-R	0.086880	\$12,046	Y
181413087	6600	WASHINGTON	72		\$9,000,000	APARTMENTS-GARDEN	\$2,469,770	\$4,201,800	\$798,340	\$1,710,000	131-R	0.086880	\$148,960	Y
1814130874	6628	WASHINGTON	6		\$730,000	APARTMENTS-GARDEN		\$260,400	\$48,260	\$142,500	131-R	0.086880	\$12,880	Y
181340995	6640	WASHINGTON	12		\$1,500,000	APARTMENTS-GARDEN		\$520,800	\$96,280	\$289,000	131-R	0.086880	\$24,761	Y
181341039	6634	WASHINGTON	0	11,500	\$86,350	VACANT LAND		\$56,800	\$12,100	\$16,188	131-R	0.086880	\$2,424	Y
181341127	6878	WASHINGTON	6		\$730,000	APARTMENTS-GARDEN	\$375,000	\$280,400	\$48,260	\$142,500	131-R	0.086880	\$12,880	Y
181120940	7357	UNDELL	0	3,000	\$11,200	PARKING LOT	\$425,000	\$11,200	\$3,580	\$3,584	131-R	0.106197	\$881	Y
181110285	306	MEHLVILLE	0		\$751,100	ACADEMY BUILDING		\$729,800		\$240,992	131-R	0.106197	\$25,593	Y
181110133	207	WESTGATE	0	2,800	\$21,000	VACANT LAND		\$99,100	\$39,530	\$6,720	131-R	0.106197	\$714	Y
181120115	7341	FOHRYTH	0	5,300	\$14,200	PARKING LOT		\$16,200	\$5,190	\$5,184	131-R	0.106197	\$551	Y
181421356	6761	DELMAR			\$76,000,000	WASH U LOFTS DELMAR		\$514,600	\$47,779	\$4,840,000	131-S	0.093460	\$40,092	Y
181421604	6200	ENRIGHT			INCLUDED ABOVE	WASH U LOFTS STAGE 1 ENRIGHT					131-S	0.093460	\$0	Y
181421611	6201	ENRIGHT			\$0	WASH U LOFTS STAGE 2, 2017	\$387,500	\$513,700	\$97,610	\$0	131-S	0.093460	\$0	Y

TOTAL MARKET VALUE: \$ 129,647,860
 Less Jan 2013 conversions to non-exempt \$ 4,800,000
 2013 non-exempt fraction: 1/78

TOTAL UNCOLLECTED TAXES: \$ 2,549,082
 Less Jan 2013 conversions to non-exempt \$ 86,284
 2013 non-exempt fraction: 3/48

2014 TAX RATES:

Sub-District	Rate Book Residential	Rate Book Commercial	Commercial with 1.70% Surcharge
131-BA	9.4610%	9.8687%	11.5687%
131-Q	8.7810%	9.0187%	10.7187%
131-R	8.6880%	8.9197%	10.6197%
131-S	9.3460%	9.5487%	11.2487%

U-City's Share	U-City School	U-City Library	U-City Sewers	Parkview Bus.	U-City Bus.
U-City School	5.1775%	5.4662%	8.4842%	0.0380%	0.0393%
City of U-City	0.7530%	0.7310%	0.8702%	0.2660%	0.2520%
U-City Library	0.2660%	0.2520%	0.2988%	0.0930%	0.0990%
U-City Sewers	0.0930%	0.0990%	0.0900%	0.6800%	0.8500%
U-City Bus.	0.5650%	0.5300%	0.5300%		

State, County, Reg.	Verify surcharge	Surcharge	8.9197% Surcharge-sharing
State, County, Reg.	2.4915%	2.4915%	2.9664%
Verify surcharge			1.7000%
Surcharge			1.7000%

UNCOLLECTED TAXES

	Residential	Commercial	Total	
U-City School:	\$1,113,495	\$341,456	\$1,454,951	78.3%
City of University City:	\$161,943	\$45,831	\$207,774	11.2%
U-City Library:	\$57,207	\$15,737	\$72,944	3.9%
U-City Sewers:	\$15,049	\$4,959	\$20,009	1.1%
Parkview Bus. Dist:	\$54,953	\$18,500	\$73,453	4.0%
U-City Business Dist:	\$27,911	\$0	\$27,911	1.5%
Total	\$1,430,558	\$426,483	\$1,857,042	100.0%
State, County, Reg.	\$535,832	\$156,208	\$692,040	
Grand total	\$1,966,391	\$582,691	\$2,549,082	

Assessed Value by Subdistrict:

131-BA Residential	\$ 8,081,293
131-BA Commercial	\$ 2,176,509
131-Q Residential	\$ 3,160,878
131-Q Commercial	\$ 2,832,992
131-R Residential	\$ 5,324,247
131-R Commercial	\$ 256,480
131-S Residential	\$ 4,940,000
TOTAL	\$ 26,772,398

Assessed Value by Class:

Residential	\$ 21,506,417
Commercial	\$ 5,265,981
TOTAL	\$ 26,772,398

MARKET VALUE CALCULATOR - CITY APARTMENTS

	Area A	Area B	Area C
MONTHLY RENT:	\$ 750	\$ 1,000	\$ 1,200
EXPENSE RATIO: excluding property tax *	0.40	0.40	0.40
INSERT NUMBER OF UNITS:	6	6	6

GROSS RENT

Annual Gross Rent	\$ 54,000	\$ 72,000	\$ 86,400
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EXPENSES

Gross Rent x Expense Ratio	\$ 21,600	\$ 28,800	\$ 34,560
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NET OPERATING INCOME

Gross Rent Minus Expenses	\$ 32,400	\$ 43,200	\$ 51,840
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MARKET VALUE OF BUILDING

10.7% Cap Rate	302,804	403,738	484,486
8.7% Cap Rate	372,414	496,552	595,862
6.7% Cap Rate	483,582	644,776	773,731

These Capitalization Rates reflect base rates of 5%, 7%, and worst-case 9%, plus 1.7% to account for average University City real estate taxes (on appraisal basis).

The middle value is conservative for older construction and general location.

* The expense ratio does not include real estate taxes, which are built in to Capitalization Rates.

MARKET VALUE PER APARTMENT UNIT

10.7% Cap Rate	50,467	67,290	80,748
8.7% Cap Rate	62,069	82,759	99,310
6.7% Cap Rate	80,597	107,463	128,955

MARKET VALUE CALCULATOR - LOFTS PHASE 1

ANNUAL RENT-EFFICIENCY: \$ 13,780 2015 including utilities
ANNUAL RENT-MULTI-ROOM: \$ 12,816 2015 including utilities
 Two academic terms, does not include possible summer revenue

EXPENSE RATIO: 0.35 New, energy-efficient
 excluding property tax *
EFFICIENCY/SINGLE TENANTS: 27 27 apartments
MULTI-ROOM TENANTS: 387 140 apartments

GROSS RENT

Annual Gross Rent	\$ 5,331,852
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EXPENSES

Gross Rent x Expense Ratio	\$ 1,866,148
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NET OPERATING INCOME

Gross Rent Minus Expenses	\$ 3,465,704
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MARKET VALUE OF LOFTS 1

50%
 U-City Property Allocation

10.7% Cap Rate	\$ 32,389,755	\$ 16,194,878
7.7% Cap Rate	\$ 45,009,140	\$ 22,504,570
6.7% Cap Rate	\$ 51,726,922	\$ 25,863,461

These Capitalization Rates reflect base rates of 5%, 6%, and worst-case 9%, plus 1.7% to account for average University City real estate taxes (on appraisal basis).
 The middle value is conservative for new construction and desirable location.

* The expense ratio does not include real estate taxes, which are built in to Capitalization Rates.

MARKET VALUE PER BED

10.7% Cap Rate	\$ 78,236
7.7% Cap Rate	\$ 108,718
6.7% Cap Rate	\$ 124,944

MARKET VALUE CALCULATOR - LOFTS PHASE 2

ANNUAL RENT-EFFICIENCY: \$ 13,780 including utilities
ANNUAL RENT-MULTI-ROOM: \$ 12,816 including utilities
 Two academic terms, does not include possible summer revenue

EXPENSE RATIO: 0.35 New, energy-efficient
 excluding property tax *
EFFICIENCY/SINGLE TENANTS: 0
MULTI-ROOM TENANTS: 186

GROSS RENT

Annual Gross Rent	\$ 2,383,776
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EXPENSES

Gross Rent x Expense Ratio	\$ 834,322
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NET OPERATING INCOME

Gross Rent Minus Expenses	\$ 1,549,454
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MARKET VALUE OF LOFTS 2

100%
 U-City Property Allocation

10.7% Cap Rate	\$ 14,480,882	\$ 14,480,882
7.7% Cap Rate	\$ 20,122,784	\$ 20,122,784
6.7% Cap Rate	\$ 23,126,185	\$ 23,126,185

These Capitalization Rates reflect base rates of 5%, 6%, and worst-case 9%, plus 1.7% to account for average University City real estate taxes (on appraisal basis).

The **middle value** is conservative for new construction and desirable location.

* The expense ratio does not include real estate taxes, which are built in to Capitalization Rates.

MARKET VALUE PER BED

10.7% Cap Rate	\$ 77,854
7.7% Cap Rate	\$ 108,187
6.7% Cap Rate	\$ 124,334

U-CITY SHARE OF MARKET VALUE - LOFTS PHASE 1 AND PHASE 2

	PHASE 1	PHASE 2	TOTAL
10.7% Cap Rate	\$ 16,194,878	\$ 14,480,882	\$ 30,675,760
7.7% Cap Rate	\$ 22,504,570	\$ 20,122,784	\$ 42,627,355
6.7% Cap Rate	\$ 25,863,461	\$ 23,126,185	\$ 48,989,646

COMMERCIAL SPACE CAPITAL COST ESTIMATE

The Lofts of Washington University, Delmar Blvd

Grocery	14,939 sq ft	
Diner	4,875 sq ft	
Retail bay	930 sq ft	also quoted as 935 sq. ft.
TOTAL	20,744 sq ft	

Cost rate 300 \$/sq ft High-end, including tenant finish
COST ESTIMATE \$ 6,223,200

Residential cross check of numbers:

<https://sustainability.wustl.edu/campus-operations/green-buildings/leed-certified-buildings/>

The Lofts is a 206,000 sq. ft. set of buildings

	206,000	sq ft	
Cost rate	300	\$/sq ft	High-end
COST ESTIMATE	\$ 61,800,000		

County Assessor valuations of Lofts land parcels

Partial listing, other parcels may be included in development

		<u>2014 land</u>	<u>Acres</u>	<u>2013 land</u>	<u>2013 total</u>
18H421596	6261 Delmar	\$ 282,300	0.43	\$ 270,000	\$ 513,600
18H421604	6200 Enright Ave	\$ 1,685,100	2.58	\$ 2,475,000	\$ 4,705,800
18H421613	6201 Enright Ave	\$ 300,500	0.67	\$ 300,500	\$ 513,700

What does Washington University provide to University City taxing entities that can be measured in dollars?

Washington U Yearly Contributions to U City • 2013	Cash Contribution	In-Kind Service
Washington U provided \$150K in-kind service and \$50K cash to the Parkview Gardens Sustainability Plan. Shared value: U City and Washington U 50/50:	\$25,000	\$75,000
Washington U provided a \$100K grant to the Loop Trolley Project. Shared value: 25% U City – 75 % City of St Louis:	\$25,000	-
Note: WU has provided a \$250,000 contribution to the Loop Trolley Company for 2015, which we would value at 25% to University City and 75% to St. Louis taxing entities if any.		
Washington U provided \$5K to match the libraries MOREnet grant. Full value. Now discontinued.	\$5,000	-
Washington U provides an annual grant of \$90,000 to the police department. Full value.	\$90,000	-
Washington U had 17 U City parking meters installed on their parking lot at Lindell and Forsyth. Assuming 36 hours of use each week per meter: 36 hours/week/meter x \$.75/hour x 17 meters x 52 weeks/year = \$24K per year. Full value.	\$24,000	-
University City has a new fire station built on land provided by Washington U via a long term \$1 lease. The parcel is about 0.7 acres. The property immediately to the north of the fire station is 6504 Olive. This parcel is 1.84 acres with the land appraised at \$285,800 by St. Louis County. \$285,800 / 1.84 acres = \$155K/acre: .7 acres x \$155K/acre = \$109K (value of the fire station land grant) Shared value: 50% U City 50% WU = \$54,500 each	\$54,500	-
Total • One time contributions	\$109,500	+ \$75,000
Total • Annual contributions	\$114,000	

Properties owned by Parallel Properties, a for profit company, are held by Washington University for future student use. They are not needed today for students and are fully occupied by renters. At the UCWU meeting on Thursday March 26 2015, we determined that properties owned by for-profit subsidiaries of Washington U are not real estate tax exempt and their tax payments should not be treated as contributions to University City.

**Subcommittee 3 Report: What “in-kind” services do Washington University provide to University City taxing entities?
What does Washington University provide to the University City taxing entities that can be measured in dollars?**

Christine Albinson • Caryn St Clair

Subcommittee 3’s task was to study the positive and negative, the tangible and intangible benefits of the acquisition of a substantial portion of the land and buildings in the eastern part of University City (UC) by Washington University (WU), and to measure the dollar value of WU in-kind services and the degree that they mitigate the cost burden on University City taxing entities created by Washington University tax-exempt properties. This area includes most of the higher density housing in University City in Parkview Gardens, as well as other areas in University City and totals about 150 acres.

Background for the Information Compilation and Research regarding the impact of Washington University on the Tax Base of University City and its Citizens:

Parkview Gardens and the Delmar Loop and were established about 1891 prior to the 1904 World’s Fair as an apartment neighborhood and downtown retail area for University City. In the early 1900’s, the Loop was a turnaround for the St. Louis Street Car Service. Washington University was primarily a commuter campus, and so their students, as well as young couples and families, rented the privately owned apartments. Residential areas south and west of the Loop contained single-family homes and apartments. By the 1960’s, the Loop area was deteriorating and a national urban development district was established. At the time, new apartments and townhouses were constructed with government subsidies for moderate and low-income families to replace the buildings on Enright Avenue. Surface parking lots were built by University City behind Loop retail buildings to attract shoppers from the metro area to the Loop.

In 1970-90, the majority of Parkview Gardens’ residents were Washington University students, numbering about 1000 and comprising 2.5% of the University City population of 40,087. ¹ In 2014, WU estimated 2,840 (28%) of its students lived in University City with 1,400 students in WU housing and 1,440 students in market-rate housing. ²

Around 2000, WU began acquiring individual apartment and commercial buildings from private owners and real estate holding companies, and holding or renovating them for student apartment-dormitory use. After 2008, a more accelerated program of acquisition began to increase tax-exempt student housing in Parkview Gardens and elsewhere. These acquisitions also included commercial land and buildings between Olive Street, Vernon Kingsland and Eastgate Avenues, (estimated real estate tax loss of \$120,000/year; sales tax loss unknown). Part of this property has now been leased to University City for the new Fire Station and part is used for a Science program sponsored by WU and Monsanto, which sends mobile units to many school districts in the St. Louis Area.

¹ Page 6, The Comprehensive Plan Update 2005 Planning and Development, University City
² Page 3, By the Numbers: Washington University’s Contribution to University City. Prepared by Cheryl Adelstein, Director of Community Relations and Local Government

Before 2010, WU began land and building acquisition along Delmar Boulevard and Enright Avenue at Eastgate Avenue, in both University City and St. Louis, pursuant to demolition of existing buildings and new construction of a dormitory apartment complex for 3rd and 4th year students with a grocery store and diner named “The Lofts at Washington University”. Acquisitions included 70 town houses, a four-story apartment building with 55 or more units on Enright Avenue; a commercial property at 6241 Delmar, both in University City; a residential building and two additional commercial lots on Eastgate Avenue and the corner of Eastgate and Delmar Boulevard in St. Louis. These properties were combined into one plot.

The Phase 1 culmination of that effort in 2014 provides housing for 414 students, which will increase to 600 total after Phase 2 in 2016.³ “Room rates range from \$6285/semester for two-and three bedroom apartments to \$6755 for single efficiency units according to the University’s Office of Residential Life”.⁴ This is about two to three times the market-rate apartment rent in University City. Meal Plans are additional for the dormitories’ residents. Sales tax from the United Provisions grocery store goes to St. Louis and from the Peacock Diner to University City. No public parking is provided on site. *Attached at the end of this report is a Map/Illus. 2 showing the nonprofit properties owned by WU and some owned by the for-profit WU companies Quadrangle and Parallel Properties.*

According to the 2013 St. Louis County Assessor’s Records, WU owns 31% of the properties in the North Parkview Subdivision or 902 units of housing (apartments), that can accommodate 1800-2700 students. Elsewhere in University City, there are about 300 units for 600-900 students. This equals 8%-10% of the population of University City.

Parkview Gardens Neighborhood Sustainable Development Plan

Washington University presented their involvement in the Parkview Gardens Neighborhood Sustainable Development Plan as a contribution of cash and in-kind services to University City in the “By the Numbers” Document. The following is not a design critique but rather an evaluation of that claim as a full benefit to University City or a shared benefit between University City and Washington University.

About 2010, Washington University assembled a committee that contributed to the Parkview Gardens Neighborhood Sustainable Development Plan to guide the future land use and design of the area from the Delmar Metrolink Station on the east to Kingsland Avenue on the west and from Olive Boulevard on the north to Delmar Boulevard on the south. See the Organization Chart from the published plan on below. (*See Map/Illus. 1—Parkview Gardens Sustainable Neighborhood Plan with explanatory notes.*)

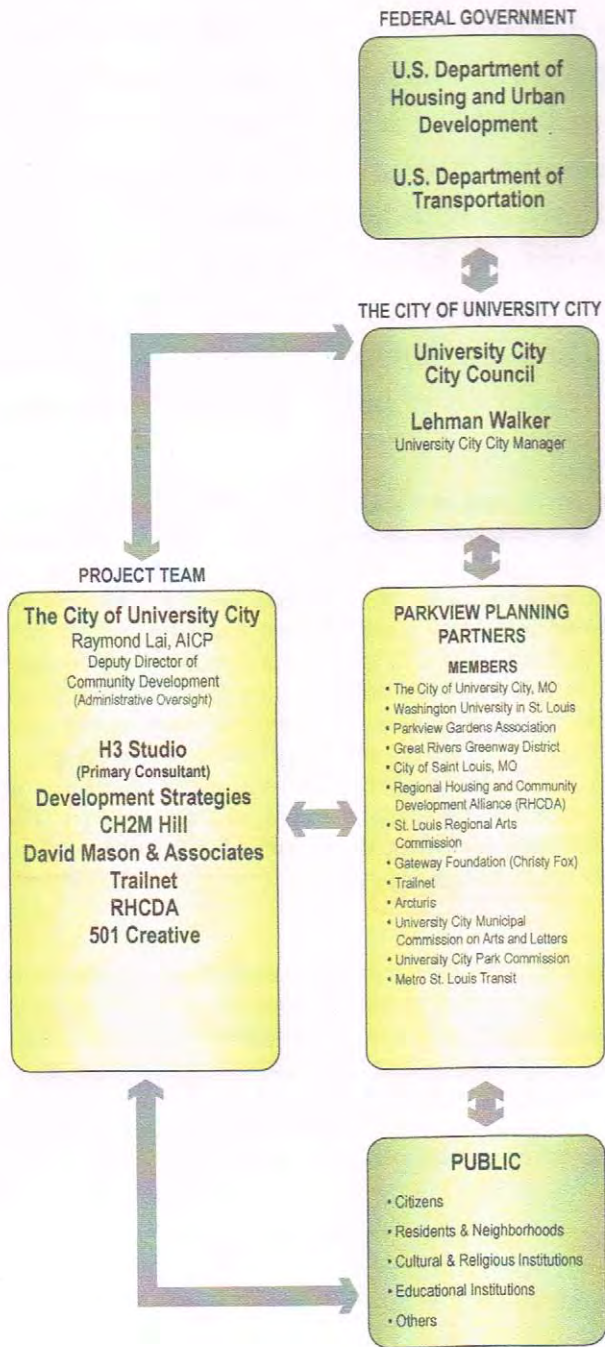
The University City Planning and Development Department organized this study. Washington University, the City of St. Louis, the Federal Department of Transportation or DOT and Housing and Urban Development or HUD provided the primary financial support for the study. The design work was provided by students of Washington University under the direction of H3 Studios, owned by a faculty and committee member, and cost \$600,000 including federal funds secured by University City’s grant writer.⁵

³ “Loop Project Set to Open” St Louis Post Dispatch, 8-8-2014

⁴ Flow Chart for Parkview Gardens Neighborhood Sustainable Development Plan, June 2012.

⁵ parkviewgardensvision.org. Funding Applications

Figure 3.3: Flow Chart of the Planning Process



Other participants in the committee were Joe Edwards, Arcturis, Inc., Development Strategies, Inc., David Mason, Inc. Engineering and Architecture, St. Louis City Community Development, the Skinker DeBaliviere Association and the Parkview Gardens Association, a private non-profit real estate company, which is tax-exempt and has sold several properties to Washington University.⁶ (*See Map/Illus. 1: Parkview Gardens Sustainable Neighborhood Development Plan*)⁷

The Parkview Gardens Neighborhood Sustainable Development Plan doesn't distinguish between tax-exempt areas owned by Washington University and areas of private development, thus expansion of tax-exempt redevelopment is unlimited, which serves the future interests of Washington University. The new Eastgate South Park, shown in between Limit, Eastgate Avenues and Enright and Cabanne Avenues, would require the demolition of seven buildings, some not owned by Washington University, thus requiring dislocation of private owners.⁸

The approved plan shows densities greater than those now, but recommends lower parking ratios than those required by the University City Zoning Ordinance. Current public transportation plus the new Loop Trolley is not sufficient to mitigate parking needs. A public parking garage is shown in place of a current surface parking lot on Eastgate Avenue near Delmar and Skinker Boulevards in St. Louis, though it is remote from the five-story mixed-use office buildings shown in University City and St. Louis. Though new private mixed-use commercial projects would be desirable in University City, insufficient parking would serve only the interests of those within walking distance, but disadvantage those who drive.

Other details of the plan reflect the interests of WU, HUD or the US DOT:

1. Pete's Sure Save Site and North of Olive Street / East of Kingsland Avenue:
In the approved plan online, these areas are shown as "Apartments and Affordable Apartments", but are currently partially owned by Washington University. It is logical to assume that this area may be developed as shown in garden apartment units for students, and could add about 2,000 to 3,000 students or other residents.
2. Two new parks along Eastgate and redevelopment North of Vernon Avenue:
Current single-family housing would be demolished north of Vernon Avenue. Only the apartments on Eastgate Avenue are preserved. Eastgate South Park is for students living in "the Lofts", and the Eastgate North Park on the realigned Vernon Avenue is for new townhouse residents and current residents of University Commons. These parks, with trees and garden plots, would be traded for the current playground and basketball area in Eastgate Park owned by University City. The Parkview Gardens Plan also proposes a major redesign of the Metcalf Park on Kingsland, changing it from an active park to a passive park. The cost of the street and park changes and the responsibility for funding these is not part of the plan.

⁶ Page 2, Parkview Gardens Association, faq's.org, 3-10-2015

⁷ Page 59, Parkview Gardens Neighborhood Sustainable Development Plan, June 2012.

⁸ "Loop Project Set to Open", St Louis Post Dispatch, 8-8-2014

3. Realignment of Vernon Avenue: This change is designed to create an enclave for WU Students by preventing through traffic from Vernon Avenue to Skinker Boulevard, primarily a benefit for Washington University, and future student housing or affordable apartment development.
4. Townhouse development (80 Units) is proposed along Vernon/Cabanne Avenues: New townhouses might be a benefit to UC but with only a single one-car garage per townhouse, these would mostly attract the limited market of single people or families that only need one car. The cost to University City of relocating this road and building over the River Des Peres storm sewer is not known.
5. Pedestrian Walkways connecting to WU Campus : Centennial Greenway is currently owned and maintained by University City. A greenway is shown on the public streets at Westgate and Kingsland, which are public thoroughfares. These three walkways connect student housing development proposed north of Olive to Parkview Gardens and the WU Main Campus. This is a benefit to both University City and Washington University, though with maintenance costs borne by U City.

Assuming that the development strategies of WU continue as practiced, some of the apartment buildings may continue to be owned by their “for-profit” companies Parallel and Quadrangle Properties. However, many would become WU nonprofit properties over time as they are needed for WU Student Housing, meaning that more of the current private property would be converted to tax-exempt, placing added burden on the remaining taxpayers in University City. (*See Map/Illus. 2*)

Washington University has succeeded in stabilizing an at-risk University City neighborhood through the quality renovations of historic apartments and the construction of an attractive modern dormitory apartment complex, plus infrastructure improvements. But the Parkview Gardens Plan appears to serve the agendas and tax-exempt development of Washington University, HUD and DOT, equally or more than University City, risking increased private real estate tax burden in the future. New private development would mitigate some of the Washington University tax-exempt real estate tax loss in the future. Currently, additional cash contributions from Washington University would be most appreciated. Thus, we have valued the cash and in-kind design work contributions for the Parkview Gardens Plan as a 3 way split between Washington University, University City and City of St. Louis as defined in the Summary. WU also owns buildings and land south of Delmar, on Forsyth Blvd. near the Metrolink station and the West Campus Building, as well as some residences and commercial buildings at the corner of Big Bend and Forest Park Expressway.

Trends in the Eastern Part of University City

Some citizens and non-resident property owners made profits from the sale of UC apartment property at inflated prices to WU. Average multifamily property values and sales prices have gone up over 100% in Parkview Gardens over the past ten years primarily due to sales to Washington University, vs. about 70% in the metro area as documented in the Saint Louis County Assessors records. A look at new property owners suggests that some developers continue to buy property in hopes of making large profits.

Property values for owners outside this area in University City have regained the value lost in the recession of 2008-09, but not enough to provide additional real estate tax revenue up to historic levels. (*See Illus/Map 3 for University City Revenues from 2006 to 2016*) Further complicating the picture is the fact that a number of properties in the area were under the LiHTC program, which lowered assessments and property taxes and provided subsidized housing. Private apartment owner's sales are likely to continue to be slow as owners wait to sell to Washington University rather than improve for the private rental market.

Property Taxes Calculated Using Property Tax Assessment Information

The analysis of the WU tax-exempt real estate tax losses to University City prepared by Subcommittee 1 was based on property sales prices and adjusted assessments, and is estimated at \$1,857,000 per year currently. The collected taxes are distributed each year by the St. Louis County Assessor's office as follows: 8.7% to the City of University City, 58.8% to U City Schools, 3.1% to the U City Library. Other beneficiaries of real estate taxes are the Special School District at 14.3% and other taxing entities at 15.1%.⁹

Sales Tax and Fees Lost due to Nonprofit Properties

New sales tax revenue from the new Peacock Diner in The Lofts at Washington University partly offsets the loss of sales tax from the retailers that relocated, but it may be a while before it normalizes. The variation in sales tax revenue between 2006 and 2016 indicates an unstable retail market in University City. (*See Illus/Map3*)

Washington University provides a number of useful programs to the School District. (*Illustration / Map 4 shows the Tangible Benefits provided to University City and its institutions*) These are intangible benefits that don't reduce the number of teachers needed, nor compensate for the lost real estate tax revenue, which must be offset by higher taxes on private real estate. (*See Map/Illus 7: Matrix of Intangible Benefits and Negatives*)

The Effect on University City Library

The University City Library is a major amenity. The University City Library recently lost roughly \$62,000/year due to real estate taxes lost on nonprofit WU properties. (See the Subcommittee 1 Report.) The library has lost approximately \$160,000 revenue over the last 10-13 years.

WU and its students contribute useful in-kind services to the library and run several programs that are beneficial to residents. But like the school district contributions, these also benefit the students who are in many cases working on course credit and use University City as a research laboratory. (*See Map/Illus 4: Matrix of Tangible Benefits*).

Consequences of Real Estate Tax Losses in University City due to the Nonprofit Status of Properties purchased by Washington University over the last 13 years.

⁹ Information obtained from the Department of Revenue, University City. Percentages may vary slightly from year to year.

Washington University has made many improvements to the apartments in Parkview Gardens and other areas. Many of the improvements to infrastructure made by WU would be shared or used minimally by the average University City resident. WU designed and constructed the South Loop Walk, lighting and a call-box security system. WU also replaced sidewalks around “The Lofts”. However, both mainly provide for the safety and convenience of the students who live there. (*See Illustration/ Map 4: Matrix of Tangible Benefits*) The Committee allocated such past improvements as 50/50 shared value to University City and Washington University.

Meanwhile, the real estate property taxes of the remaining privately owned buildings studied in University City have been rising over a six-year period up 18% in Parkview Gardens. Commercial and residential private property owners elsewhere saw their real estate taxes go up 30-75%. University City has one of the highest property tax rates, exceeding Clayton and Brentwood.

Other consequences of the WU Nonprofit Student Housing and Land

University City has lost a large number of private multi-family apartment residences, which were occupied by families, local students and the elderly. Delmar Harvard School has closed leaving a large part of University City without an elementary school within walking distance of their residence, dramatically changing the eastern part of University City. In this area, most families now send their children to private or parochial schools. The Special School District, which serves handicapped and special-needs children has lost about \$120,000 in revenue/year and \$728,000 over the past 10-13 years. The following chart shows the intangible benefits and negatives. (*Map/Illus. 7 shows the Matrix of Intangible Benefits and Negative of WU Property in University City*)

University City Budget/ U City Revenues

To understand the impact on University City’s budget from the growing amount of tax-exempt real estate, it is necessary to have an idea of the income sources within the budget in the past and present. The following are listed in University City Annual Reports from 2006: (*See the Budgets provided in U City Annual Reports 2006-2016 in Illus/Map 3.*) (*See Map/Illustration 5: University City General Fund Budget Summary for 2012-2014*)

The budget provided by the Financial Officer of University City is as follows:

2014 Amended Revenues:	\$26,614,586
2014 Amended Budget:	\$29,997,971
2014 Property Taxes:	\$3,406,000

Real estate property tax revenues declined by \$100,000 in the years 2012-14, indicating apartments were converting to tax-exempt status faster than the adjacent property values were rising. This chart does not reveal that the taxes for some property owners in University City have increased an average of 40% in the last 5-8 years, while the number of tax delinquent and foreclosed properties has risen in some areas. This analysis indicates that roughly 12% of the U City budget comes from real estate taxes.

What additional assistance could University City request to benefit our taxpayers?

The following suggestions should be evaluated in a coordinated way to achieve budget independence for the City Of University City, tax relief for citizens and business owners and avoid further reliance on bond issues that increase property taxes.

- **PILOT Program**

The most common remedy for loss of real estate tax revenue due to large tax-exempt nonprofit institutions like Washington University is generally known as a PILOT program or Payments in Lieu of Taxes. Washington University could contribute to the yearly budget in University City rather than to projects that it selects. This would seem more equitable than the picking and choosing of projects, services and improvements that benefit WU student residents. *(See the Report compiled by the Subcommittee 5 on Payments in Lieu of Taxes)*

- **Negotiated Service Fee**

Request that Washington University contribute to University City based on a per apartment unit per year fee and adjusted in the future as a form of PILOT. In the next 10 years from 2014-2023, University City could lose \$1,857,000 x 10 years + assessment increases = \$22-24,000,000 in real estate taxes on the properties already owned by WU, not including an estimated doubling of apartment units possible in the proposed Parkview Gardens Sustainable Development Plan. The University City Budget is projected to forgo about \$2,640,000 to \$2,880,000 in revenue as properties are purchased by WU. In the Delmar Loop, property owners are being assessed about \$4200 in real estate taxes for a six-family building or \$700 per unit.

- **School District Assistance**

Washington University could direct more discretionary funds to the University City School District to create education opportunities for elementary, middle school and high school students. Other universities have established lab schools or charter schools to provide the local population with progressive education opportunities.

- **Technology and Business Assistance**

Create more opportunities for employment of middle and lower income people who reside in University City. This could include a Hi Tech incubator and or medical research facility on Olive Boulevard instead of more student housing replacing Commercial-Industrial uses along Olive Boulevard.

- **Road Repaving Assistance**

Current shuttle buses run between the Main Campus and North Campus parking lots and from the old Christian Brothers School in Clayton. The traffic congestion caused by the WU Main and North Campus workers trying to reach their jobs is significant in University City. A comprehensive road and street improvement plan should be designed from which appropriate contributions could be requested from Washington University if a PILOT plan is not instituted. WU could contribute to the appropriate jurisdictions for widening and other measures to improve pedestrian and cycling safety along these routes.

What Planning Efforts could University City and/or Washington University undertake to mitigate private property reduction and real estate tax loss?

- **Zoning Ordinance Enforcement**

With enforcement of existing or new restrictions in the zoning ordinances regarding issues like boundaries for nonprofit development, density and parking ratios, this trend could be mitigated in favor of private taxable development. By comparison, the Planning and Development department of the City of Webster Groves recommended, and their City Council approved, limiting the acquisition and development of buildings in residential neighborhoods by Webster University, Eden Seminary and Nerinx Hall by new Educational Campus Districts with development boundaries as prescribed in their zoning ordinances.

- Though not a zoning issue, the City of Clayton declined a proposal by its School Board to swap CBC High School, now owned by Washington U, for Clayton's Wydown Middle School on Wydown Boulevard for the purpose of student housing due of the proximity of Wydown Middle School to its residential neighborhood. University City should enforce zoning requirements that provide sufficient parking for private residents and Loop patrons and limit parking for WU students in Parkview Gardens and the Loop and could establish similar WU development boundaries.

- **Student Housing Planning**

Future student housing, like "The Lofts", could be planned for other municipalities such as the Skinker Corridor in St. Louis. This would concentrate high densities on Skinker, an arterial road closer to the WU Main Campus for walking and bus transportation. Police, fire protection and trash collection would be the responsibility of the City of St. Louis, thus lessening the burden on University City's budget.

- **Loop Trolley Traffic Mitigation**

The City Council and staff should coordinate with Loop Trolley Development to mitigate traffic problems generated by trolley construction in the Loop. While it is under construction and when operational in 2016, the Loop Trolley will slow traffic on Delmar Boulevard, reduce street parking and limit access to the Loop area by University City residents who drive to the Loop to utilize its services. It will create congestion on other surrounding roads as Vernon Avenue and Olive Boulevard become equal east-west arterials along with Delmar Boulevard between Kingsland Avenue and Skinker Boulevard. This may be a major inconvenience to UC citizens.

Our efforts are directed to spreading more of the benefits of this large and prestigious University to a greater number of citizens of our city. University City provides a safe, convenient and vibrant community as a neighbor to Washington University. And reciprocally, Washington University is a stable neighbor with an impact on University City in terms of both tangible and intangible benefits.



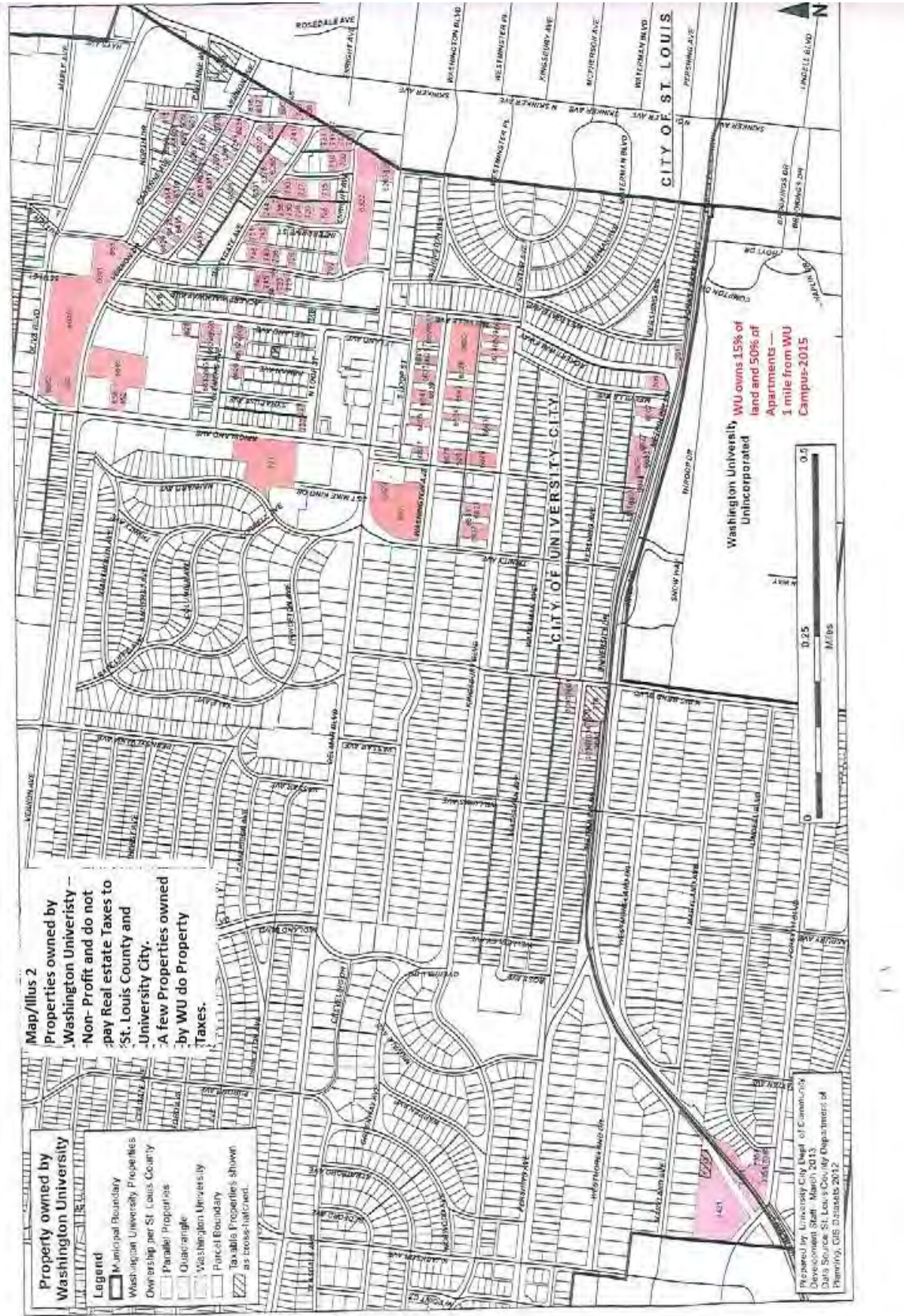


Illustration 3 • Comparison of Revenue Sources to University City Government from 2006 to 2016

U City Revenues	2006 Actual	2008 Actual	2010 Actual	2012 Actual	2014 Amended	2016 Projected
Property Taxes	\$5,247,354	\$ 5,633,005	\$ 5,871,202	\$3,501,520	\$ 3,405,558	\$ 4,995,300
Sales & Use Tax	\$9,293,349	\$10,161,956	\$ 9,094,347	\$8,940,028	\$ 9,024,272	\$10,285,000
Intergovernmental	\$ 300,393			\$2,056,471	\$ 2,066,191	\$ 2,113,000
Licenses	\$ 989,563	\$ 749,999	\$ 679,202	\$627,198	\$ 664,782	\$ 1,315,400
Gross Receipts Tax	\$5,132,579	\$ 8,037,848	\$ 7,042,617	\$6,533,433	\$ 6,748,872	\$ 6,805,000
Inspect. Fees Permits	(Incl Above)			\$716,970	\$ 739,166	\$ 1,010,000
Service Charges	“			\$1,164,933	\$ 980,377	\$ 4,252,000
Park & Rec Fees	“			\$1,636,095	\$ 1,640,071	\$ 1,575,000
Muni Court • Parking	“			\$1,275,829	\$ 1,143,300	\$ 1,068,700
Interest	\$ 16,537	\$ 444,713	\$ 181,691	\$102,179	\$101,788	\$ 54,800
Miscellaneous	\$ 846,982	\$ 517,414	\$ 438,074	\$163,023	\$ 99,609	\$ 396,000
Special Assessment			\$ 126,353			
Totals	\$22,600,000	\$25,844,730	\$23,721,636	\$26,718,250	\$26,614,586	\$33,870,200

(See Map/Illustration 5: University City General Fund Budget Summary for 2012-2014)

The budget provided by the Financial Officer of University City is as follows:

2014 Amended Revenues:	\$26,614,586
2014 Amended Budget/ Expenditures:	\$29,997,971
2014 Property Taxes:	\$3,406,000
Decline in Property Taxes between 2006 and 2014	\$1,841,796
Estimated Loss in Real Estate Property Tax Revenue to University City government between 2006 and 2014	\$4,159,386

Map/Illustration 4 • Chart of Tangible Benefits

Benefit Description Red = Yearly Black = One time Contribution Purple = WU only Benefits - One time	Revenue Benefit to University City	Shared Benefit 1/2 WU & 1/2 U City	Benefits UC, WU, & Saint Louis City	Benefits only Washington University	WU Claimed Contribution: "By the Numbers"	Remarks
Public Improvements						
Revenue- Parking Meters Installed (Forsyth at Lindell)	\$24,000				\$3,000,000	Revenue from 7 double meters -- 14 cars. (C # 2)
Land Fire Station + Ambulance Service (2007)		\$54,500				UC 75 yr lease. Fire Station Cost=\$3M. \$59,000 Tx Loss
Security Cameras-Ackert and Greenway South		\$169,000				Installed 2 yrs. ago in Loop Business District.
Tree Lawn Installation on Enright		\$20,000				UC information Needed
Education						
Middle School: Mentoring W Brown Sch. Social Work -- Student Training.		\$20,000			\$100,000	25 yr. partnership. Not independently verified.
Middle School: Cultural Enrichment Activities		\$20,000				WU Source: 200,000 Hrs. Student Training.
U City Schools: WU Sci Lab. (Travelling)			\$20,000			Building + 2 trailers.
U City Schools: High School Programs		\$20,000				UC School District did not provide specifics.
Elementary School Tutoring		\$20,000				Volunteers /Staff supervision required
WU Housing Program for Employees 27 Single Family Home Loan Support for WU Employees		\$109,000			\$109,000	1/2 Person administer program.
Library Programs : "More net" Participation		\$31,111				Helps property taxes in U City. Stabilizes home values.
Reference Help Desk (WBSS)		\$13,000			\$25,000	Equivalent of 2-- 1/2 time employees (\$26,000/Yr.) (10 Yr. Inv)
Library: 1 st Year Read Program		\$300				Some book donations
Community Investments						
U City Sculpture Series		\$25,000				Over Several Years
Parkview Gardens Plan: Southgate Park Plan (Estimate)		\$20,000				Not Independently verified. Student course work.
Parkview Gardens Plan: Metcalf Park Plan (Estimate)		\$20,000				In-kind Contribution. Designed by WU Prof.
Centennial Greenway South Land Acquisition				\$3,600,000	\$3,600,000	Designed by WU Professor.
Eastgate & Ackert Walkway Connection				\$10,000		WU states \$3.6M over 2004-2014.
Real Estate : Building Renovations				\$53,000,000		No Property Tax Paid on Buildings or Renov.
Financial support for Trolley		\$100,000			\$36,200,000	Most of trolley in STL.
Real Estate: 2/3 of The Lofts-3rd & 4th Yr. dorms.					\$46,000,000	2010-2014-WU. Statistic. Permit lists \$80M Cost.
TIGER IV Grant for Streets associated with Lofts					\$25,000,000	Part of Community Inv. of \$3M 2004-14.
Safety and Security						
Parkview Gardens Task Force			\$150,000			\$25,000 Cash \$75,000 in Kind \$.
Signalized Intersection Olive at Skinker			\$1,000,000			Investment \$ provided by WU. For N. Campus.
Police Department (Per Year)	\$90,000				\$452,000	1-1/2 Police Off. (12 Yr)
WU Security Patrols of WU Properties				\$36,200		2 Tier Law Enforcement
Patrol of Greenway South (nightly)				\$87,000		WU states 1900 Hrs / yr
Blue Light Phone Installation				\$2,200,000	\$2,200,000	Primarily Student Safety.
U City Businesses						
U City Day Care Center Building+Land			\$1,000,000			<u>Benefits Non Profit</u>
Financial support: High Speed Connectivity		\$5,000				Part of Library Program. Helps Loop Businesses
Delmar Loop Retail Plan--Web Site				\$66,000	\$267,000	2010-2014. No Verified.
Total Investment made by WU	\$114,000	\$623,911	\$2,170,000	\$10,261,000		
Investments Benefiting WU only		\$311,956	\$723,333	\$10,261,000	\$114,953,000	\$136,372,289
Total Investment to University City	\$114,000	\$311,956	\$723,333	-		\$1161,289

Map/Illustration 5
City of University City Budget 2012, 2013, 2014 • Revenues and Expenditures



Approved Gen Fund

(II) General Fund Budget Summary

Revenues	FY 2012 Actual	FY 2013 Actual	FY 2014 Original	FY 2014 Amended	FY 2014 Estimated	FY 2015 Budget	% over FY 2014 Amended
Property Taxes	3,501,520	3,417,334	3,605,558	3,405,558	3,405,600	3,453,000	1%
Sales & Use Tax	8,940,028	9,086,507	8,924,272	9,024,272	9,024,700	9,198,000	2%
Intergovernmental	2,056,471	1,992,462	2,066,191	2,066,191	2,066,200	2,037,000	-1%
Licenses	627,189	678,945	614,782	664,782	664,900	678,000	2%
Gross Receipts Tax	6,533,433	6,736,548	6,748,872	6,748,872	6,749,000	6,722,000	0%
Inspection Fees and Permits	716,970	1,004,472	689,166	739,166	739,000	771,000	4%
Service Charges	1,164,933	957,395	980,377	980,377	979,800	970,000	-1%
Parks & Recreation Fees	1,636,095	1,615,211	1,640,671	1,640,671	1,639,700	1,640,000	0%
Municipal Court and Parking	1,275,829	1,021,516	1,143,300	1,143,300	1,143,100	1,042,000	-9%
Interest	102,759	36,145	101,788	101,788	103,000	75,000	-26%
Miscellaneous Revenue	163,023	93,840	99,609	99,609	100,000	78,000	-22%
Total Revenue	26,718,250	26,640,375	26,614,586	26,614,586	26,615,000	26,664,000	0%

Expenditures	FY 2012 Actual	FY 2013 Actual	FY 2014 Original	FY 2014 Amended	FY 2014 Estimated	FY 2015 Budget	% over FY 2014 Amended
Legislative	199,786	191,977	213,830	213,830	210,800	225,400	5%
City Manager's Office	616,713	515,195	722,300	722,300	685,300	685,700	-5%
Human Resources	125,923	113,837	139,600	139,600	136,000	140,200	0%
Information Technology	581,937	801,246	889,000	889,000	862,000	625,400	-30%
Finance	703,071	713,502	818,600	818,600	801,100	849,700	4%
Municipal Court	313,511	307,398	340,400	340,400	331,900	343,600	1%
Police	7,336,739	7,735,325	7,998,000	7,998,000	7,706,200	8,128,800	2%
Fire	4,057,523	4,150,003	4,638,630	4,638,630	4,631,800	4,477,600	-3%
Community Development	3,291,735	3,864,785	3,986,305	3,986,305	3,910,550	4,063,000	2%
Public Works	4,635,334	4,457,994	4,623,025	4,645,025	4,332,725	4,725,600	2%
Debt Service	1,710,109	889,360	1,028,344	1,028,344	1,040,300	1,039,000	1%
Capital Improvement/Outlay	1,214,545	2,076,198	1,059,352	5,488,846	5,349,296	1,300,000	-76%
Total	24,786,926	25,816,820	26,457,386	30,908,880	29,997,971	26,604,000	-14%

Proposed Budget FY 15

Illustration 6 • A Comparison of Facts about University City

A few facts about University City and its population gathered from City Data.com, Zillow and the University City Web Site are summarized as follows:

- Median household income in 2012: \$53,000.
- Total population: 35,150 down 5.9% since 2000.
- Population: 50.9% white, 38.4% African American, other races 10%
- The mean price for all housing units: \$240,000.
- The Median price for all homes sold in 2014: \$266,635 – As per Zillow
- Foreclosures in University City: according to Zillow
The majority of foreclosures in UC are in the area north of Olive Boulevard.
The percent of UC homeowners who are delinquent on mortgage payments: 3.9%
The percent of UC homeowners underwater in their mortgages in 2007-11: 21.8%
- The Mean Price for UC apartment buildings with 5 or more units: \$732,000.
- The Median Rent in UC in 2014: \$925 – according to Zillow
- University City unemployment rate in 2012: 9.5 %.
- UC property values: The highest property values are concentrated south of Olive and clustered in the areas closest to the Delmar Loop, and on both sides of Delmar Boulevard westward. The lowest property values are located in the area around Olive Boulevard and north to the City Limits.
- Washington University has 14,100 students and 13,000 employees.
- University City High: 1,112 students in 9-12. Junior High: 571 in 6-8 and
- Elementary Schools: 1,938 in 1-6. Enrollment has dropped over the years.

Map/Illustration 7 • Chart of Intangible Benefits & Negatives: Washington University/University City

Benefit Description	Benefit to University City Only	Benefits 1/2 WU and 1/2 to University City	Benefits shared: WU, U City, City of St. Louis and Region	Benefit to WU Only	Remarks
Positive Benefit					
1. Image of City is Improved for Entertainment and Youth Oriented Businesses		Unknown			Market Survey needed to evaluate. In the last 10 years, Sales Tax Revenue has gone up very little.
2. Buildings are Improved-Assessed Values increase in Loop		Unknown			Assessed Value of Not for Profit Properties in Loop is not updated by St. Louis County Assessor's Office.
3. Private Investment in Loop Business District		Unknown			Fast Food and "mom and pop" stores. Survey needed.
4. Private Market Apartment Rents have increased in the Parkview Gardens Area. More Property Taxes to U City.		Approx. \$200 /Mo / Unit			Rentals are up about 10%. Data from Zillow and Data.com. Market Survey Needed. Between 2012 and 2014 Property tax revenue has gone down in U City.
5. Delmar Metrolink Station may be safer due to increased student use.			Unknown		Students use mass transit for airport and shopping. Study of Crime in City of St. Louis and University City is needed.
6. Property Values are stabilized in PG Area and surrounding Neighborhoods in U City and City of St. Louis			Unknown		Property values in the Parkview Gardens Area have increased slightly. PG has attracted some new private residential real estate investment.
7. Two new Businesses -- United Provisions and the Peacock Diner in the Lofts at WU. Other businesses closed.			Unknown		Estimated Interior Renovation--\$500,000 of Peacock Diner. United Provisions is in the City of St. Louis.
8. City of St. Louis has invested in Delmar City Bus. District east of Skinker on Delmar	Sales Tax Revenue		Unknown		Skinker-Debaliver Area has improved -- Development partly due to Trolley and some investment by City of St. Louis. Study is needed.
Total	Unknown	Unknown	Unknown	Unknown	
Negative Effects					
1. Image of City is negatively impacted for families & non student population	Unknown				Market Survey needed to Evaluate.
2. Student dominated area discourages other age groups	Unknown				Parallel Properties may rent to non WU Students.
3. U City has transient renters	\$735,000/yr				Drop in business is partly offset by tourists.
4. Traffic has increased.	\$5,000,000				Repave Enright , Delmar, & Eastgate - Westgate. (1/4 of UC paving bond issue)
5. WU properties have institutional appearance	Unknown				Discourages other property investors and developers. Current property owners may be holding Property for sale to WU.
6. Property Taxes paid by Private Property Owners have increased	About .05%/yr				Assessments every 2 years, 10 year increase =75%
7. Increased student population - increased parking demand.(No Off-street parking for the Deli or Grocery)	\$2,500,000				Provide parking garage for 300 parking spaces needed for Dorms & Commercial. \$22-30/SF. Trolley Impact.
9. Increased parking patrols will be needed	\$90,000				2 People
10. Lost Sales Taxes in U City 2013-2014	\$311,175				City Budget Number. Upscale businesses leaving Loop Business District
11. Funds lost to U City Schools-- 2013-2014	\$1,260,272				Estimated by Committee #1 (1 Year)
12. Funds lost to U City library	\$62,942				Estimated by Committee #1 (1 Year)
13. Funds lost to City Budget	\$179,461				Part is due to WU nonprofit status. (1 Year)
14. Buildings Demolished for WU Housing. Estimated Property Tax Loss.	\$238,000				40 Buildings. 3 commercial; 37 Residential.
Total Negative Effect	\$10,376,850				

Subcommittee 4 Report

David Whiteman • Kristin Sobotka

Comparable Municipal / Institutional Relationships

Subcommittee Charge

“How does University City taxing entities’ relationship with Washington University compare with relationships between other cities with comparable universities who have large tax exempt property holdings such as Brown University, Northwestern University, Rutgers University, Yale University, etc.?”

Our Focus

Our focus has been to examine and summarize the variety of economic relationships between other municipalities and universities to serve as a guide for the Council’s future planning.

Sources in Information

Our primary source was *Payments in Lieu of Taxes, Balancing Municipal and Nonprofit Interests*, Daphne A. Kenyon and Adam H. Langley, Lincoln Institute of Land Policy, Policy Focus Report / CodePF028, 2010, with supplementary information gained through discussions and correspondence with officials of Evanston, IL, Providence, RI, and New Brunswick, NJ.

Types of Economic Relationships between Municipalities and Universities:

1. PILOTs, or Payments in Lieu of Taxes
2. Cost sharing for Municipal infrastructure projects that benefit the university
3. Transfer of real property
4. Other offsetting costs
5. “Going forward” strategies

1. PILOTs, or Payment in Lieu of Taxes

The Lincoln Institute’s report states that “...16 of the top private research universities in the United States made PILOTs to the municipalities in which they are located.”

And, although University City benefits from Washington University’s presence and participation in the community, no PILOT agreement exists between the City and the University.

PILOTS, or Payments in lieu of taxes are typically voluntary payments made by a tax-exempt entity as a substitute for property taxes. Payments typically range from about one percent of the revenue that the municipality would have received if the properties had been taxable, and average but rarely exceed more than five or six percent of the taxable amount. Additionally, in only some situations do PILOT revenues exceed more than one percent of a municipality’s total budget amount.

Formalized PILOT agreements are typically for a specified period of time and specify the annual amount that the nonprofit entity will voluntarily pay to the municipality. Some payment schedules are for a constant amount each year, however we are aware of PILOTs with either decreasing or escalating annual payments.

Most PILOTs are between a single nonprofit entity and the municipality; however both Boston, MA and Providence, RI are examples of multi-party PILOTs whereby those municipalities have established collective agreements with a number of universities.

Additionally, we are aware that some public, as well as private, universities make voluntary payments to the municipalities in which they are located. The State of New Jersey, for example, makes annual payments to the City of New Brunswick to offset some of Rutgers cost to the City.

2. Cost sharing for Municipal Infrastructure Projects that Benefit both Parties.

In addition to paying a voluntary PILOT to the City of Evanston, IL, Northwestern University regularly contributes half the cost of public infrastructure projects that are adjacent to and benefit the university. This type of cost sharing may or may not be required of for-profit entities for comparable projects.

An example of this kind of cooperation between Washington University and University City is Washington University's funding of the reconfiguration of the signalized intersection of Olive Blvd. and Skinker Avenue.

3. Transfer of Real Property

We are aware of situations where a municipality has benefited by its transfer of public property to a nonprofit entity and where the nonprofit has transferred property to the municipality.

For example, in lieu of simply vacating streets adjacent to Brown University, the City of Providence, RI conveyed that land to the university in exchange for significant annual payments over an eleven-year period and a revenue sharing agreement for what had previously been public parking – benefiting both parties.

University City benefited from Washington University's in-kind donation of the property for the new Engine House #1.

4. Other Offsetting Economic Benefits

Most all municipalities recognize that local universities provide significant economic benefit to their communities. Benefits include the large employment base provided by the university, dollars spent in the community by employees and students, the attraction of ancillary businesses to serve the university and its population, and a variety of in-kind and financial contributions made by the university.

These benefits are often difficult to measure and compare across institutions, but these factors should be taken into account when determining a universities financial impact on the municipality.

5. “Going Forward” Strategies

Some Municipalities are beginning to initiate measures to address future losses of revenues as universities continue to acquire taxable properties.

Project Specific PILOTS

“When a nonprofit expands real estate holdings, particularly when it acquires previously taxable property and applies for tax exemption or when it begins new construction, the Boston city government initiates a conversation with the objective of reaching a PILOT agreement between the city and the nonprofit. Factors that affect the payment include the size and usage of the project. Agreements extend between 10 and 30 years and negotiated payments are subject to an annual escalation clause. Community service benefits provided by nonprofits are taken into account and can offset up to 25% of the negotiated cash PILOT.”

Zoning Regulations

The zoning code of Webster Groves, MO has traditionally allowed colleges, universities and private schools to develop in residential districts, primarily through the use of a conditional use permitting process. In an attempt to more carefully consider the impact of such institutional development on the surrounding neighborhoods, as well as their effect of the long-range general welfare of the City as a whole; Webster Groves has passed changes to its zoning code by creating Educational Campus Districts.

A direct impact of this proposed code as adopted is that universities can no longer acquire properties outside the educational campus district for use as educational facilities; thus limiting the number of properties that might otherwise become tax exempt.

Exhibits / References

Payments in Lieu of Taxes, Balancing Municipal and Nonprofit Interests, Daphne A. Kenyon and Adam H. Langley, Lincoln Institute of Land Policy, Policy Focus Report / CodePF028, 2010

Email from Glenn Patterson, City of New Brunswick, NJ, August, 25, 2014

Memorandum of Agreement with respect to Voluntary Payments to be paid to the City of Providence, Rhode Inland by Brown University, Rhode Island School of Design, Providence College, and Johnson & Wales University, Dated as of June 5, 2003

Memorandum of Agreement with by and between the City of Providence and Brown University

Letter from Ashley Porta, Budget Manager, City of Evanston, IL, October 16, 2014

Ordinance #8851 #8852, City of Webster Groves, MO

Comparison of Comparable University PILOTs and Civic Contributions

All research and analysis for this section: Gary Nelling • Christine Albinson

Purpose

“Payments in Lieu of Taxes – Balancing Municipal and Nonprofit Interests” by the Lincoln Institute of Land Policy states that:

“The basis for deciding upon an appropriate PILOT amount varies across municipalities. Some ask tax-exempt institutions to pay a specific proportion of the property taxes the institution would owe if taxable. Others base the PILOT on some measure of the size of the nonprofit’s property, such as square footage, or the size of its economic activity, such as number of employees or dormitory beds. The costs of the basic services provided to nonprofit institutions is also used as a guide,”

To measure the cash contributions of Washington University to University City against the PILOT programs and cash contributions of other universities and their cities, primarily the dollars contributed in each case as a percentage of the lost nonprofit university exempt real estate tax revenues were compared. However, other valid metrics such as PILOTs as a percentage of city budgets, on a per-student and a per-acre of university land basis were compared as well.

Nationwide PILOT cash contributions average about 5-6 % of lost university tax-exempt real estate tax revenues and average about 1% of total city budgets. However, both vary considerably higher and lower in many instances. For example, in 2009 Northeastern U only made a 0.08% PILOT against its nonprofit real estate tax loss in Boston, whereas Boston University made an 8.53% PILOT, Berklee College of Music made an 8.24% PILOT and Massachusetts College of Pharmacy made a 7.87% PILOT to Boston.

Likewise, PILOTs measured against total host city tax revenue vary. To find where Washington University and University City fit into the range of PILOTs and other cash contributions, we looked at Boston University as a large university in a large city, Yale as a medium-sized university in a medium-sized city, and Harvard as a medium-sized university in a large city, and compared them to Washington University, a medium-sized university in a large city, with portions in University City, a small city. All the metrics regarding Washington University apply only to the exempt real estate tax revenue loss, the city budget, students and acreage in University City and none of their other campuses, housing areas or facilities since Washington University’s PILOTs or cash contributions to their other host cities were not relevant to their impact on University City taxing entities.

For instance, Washington University makes a PILOT to Clayton for fire department services at the Main Campus and WU Clayton properties, but we did not count this PILOT nor WU metrics such as students living on the main campus or in Clayton since they do not affect University City taxing entities as per our mandate.

In all the university and city relationships to which Washington University and University City are compared, those university PILOTs and cash contributions are correlated with the lost exempt real estate tax revenue, percentage of city budgets, per acre and per student metrics ONLY of the cities receiving the PILOTs and contributions. N - 4a - 48

Boston University has virtually all its academic buildings and the majority of its student housing in the City of Boston, with a small amount of student housing in Cambridge as well as some BU study centers abroad. With no student population breakdown by city, we treated all students as if they lived and attended school in Boston which lowered the PILOT per student ratio and thus was fairer to Washington University. There was no indication that BU made a PILOT with any city other than the City of Boston.

Yale is located in three cities: New Haven at 932 acres, West Haven and West Orange CT for a total of 1,125 acres. Without statistics of student population by city, Yale's students were treated as if they went to school and lived in New Haven. Again, this favored Washington University by reducing the PILOT per student comparison. There were several sources quoting Yale's PILOT and cash contributions to New Haven and none that sited Yale contributions to its other cities.

Harvard's PILOTs to Boston in previous years were in the 5-6.4% range of Boston's lost exempt real estate tax revenue, similar to Washington University's to University City now. Since the amounts of Harvard's lost exempt real estate tax revenue in Cambridge and Watertown were not found, Harvard's PILOT to Boston is the only one where we could calculate the PILOT as a percentage of lost exempt real estate tax revenue.

Harvard is more evenly divided in terms of academic, medical and athletic buildings as well as student population over the two of the three cities where the university resides. However, since their PILOTs paid to each city are known, it was appropriate to sum them and use their sum to calculate their PILOT per total three-city budget, per student and per acre in the three cities combined. In general, the percentages of PILOT and cash contributions per university are more meaningful than the gross PILOT and cash contributions amounts, since University City is a smaller city than the other cities compared. Percentages derived from the other universities were applied to Washington University metrics in University City to calculate proportional PILOTs or contributions.

The best and most consistent year for data was 2014. Equal information was not available in all years. It was useful, however, to include other years where they were available, because they show the progression of increased contributions and percentages proportionately. The Boston University, Yale and Harvard charts contain PILOTs and cash contributions from multiple years including 2014 in order to paint a good comparative picture of the investments of major prestigious universities over time in their respective cities. Please refer also the IBA Heidelberg section at the end of this report for additional information comparing tangible civic investment by Heidelberg University, Yale University and Washington University.

Washington University • Boston University • Yale University • Harvard University • PILOT and Contribution Comparisons

Washington University

Established	February 22, 1853	
Type	Private	
Endowment	US \$6.7 billion • 2014	
Website	wustl.edu	
Academic staff	3,395	
Administrative staff	9,605	
Total Staff	13,000	
Undergraduates	7,303	
Postgraduates	6,814	
Total Students	14,117	
Students in U City	1,400 students in WU off-campus housing	
	1,440 students in private off-campus housing	
Location	St. Louis, County, St. Louis, University City, Clayton MO	
Campuses	Danforth Campus • Main	169 acres St Louis Cty
	Medical Campus	164 acres St Louis
	North Campus STL	13 acres St Louis
	Total Campus acres	346 acres
	WU UC off-campus non-profit acres	150 acres U City
	Total Acres	496 acres
U City Govt Budget	\$26.6 million • 2014 and \$33.8 million • 2016	
U City Total		
Budget	\$70 million • 2014	
U City Population	35,150 • 2013	
U City Area	5.9 square miles = 3,776 acres	
WU U City Acres	150 acres = 4% of total U City acres	
WU UC Property	1.2 million square feet of buildings	
WU Cash	\$114,000 cash =	
Contributions to		
University City	6.1% of UC WU nonprofit real estate tax rev. loss if taxable	
2014	0.16% of total U City Taxing Entities revenue/year	
	\$760/WU nonprofit acre in U City	
	\$114,000 / 1,400 students in WU U City housing = \$81/student	

Boston University

Established 1839
 Type Private
Endowment US \$ 1.54 billion • 2014
 Website bu.edu

Academic staff 3,873
 Administrative staff 9,974 including faculty
Total Staff 13,847

Undergraduates 15,834 • 2014
 Postgraduates 14,175 • 2014
Students 30,009 • 2014

Location Boston, Massachusetts, USA
 Campus - Urban 135 acres • Fenway-Charles River Campus
 80 acres • Medical campus
Campuses 215 acres • Academic and Undergrad Housing
Off-Campus 135 acres • Off-campus Grad Housing
Total Acres 350 acres nonprofit

Boston:
Govt. Revenue \$2.38 billion • 2009
Population 646,000 residents
Area 48 square miles = 30,720 acres
BU nonprofit acres 350 acres/30,720 acres = 1.1% of total Boston acres

BU PILOT \$4,892,000 cash =
2009
8.5% lost BU nonprofit real estate tax revenue if taxable =
0.21% of total Boston budget =

\$14,240/BU nonprofit acre in Greater Boston =

\$4,892,000 / 30,000 BU students = \$163/ student

BU PILOT \$6,040,000 PILOT + \$6,534,000 cash contributions =
2014
10.5% of lost BU nonprofit real estate tax revenue if taxable
\$6,040,000 cash/ 350 acres = \$17,250/BU nonprofit acre
\$6,040,000 cash/ 30,000 students = \$200/student

Yale University

Established	1701
Type	Private
Endowment	US \$23.9 billion • 2014
Website	Yale.edu
Academic staff	4,171
Undergraduates	5,414 • 2014
Postgraduates	6,809 • 2014
Students	12,223 • 2014
Location	New Haven, West Orange and West Haven Connecticut
New Haven Area	Land 18.7 sq mi = 11,968 acres
Yale Areas	932 acres New Haven CT 136 acres West Orange CT 57 acres West Haven CT
Yale Total Area	1,125 acres total
Yale Nonprofit Acres/ Total New Haven Acres	932 Yale acres/ 11, 968 New Haven acres = 7.8% of total New Haven acres Yale owns extensive off-campus real estate in New Haven such office and retail buildings, tenant space and student housing.
New Haven Pop.	130,660 residents (2013)
New Haven Budget	\$497 million
Yale U PILOT	\$7,500,000 Yale 2010 PILOT in cash to New Haven CT \$8,100,000 Yale 2013 PILOT in cash to New Haven CT \$8,300,000 Yale 2014 PILOT in cash to New Haven CT \$7,500,000 Yale 2010 PILOT /\$497 million New Haven budget = 1.5% of total City of New Haven budget \$8,100,000 2013 Yale PILOT = 7.9% of lost real estate tax rev. \$8,300,000 Yale 2014 PILOT = 6.9% of lost exempt real est. tax \$4,000,000 Yale 2014 cash contrib. = 3.4% lost real estate tax Total Yale 2014 Contributions = 10.3% of lost real estate tax \$7,500,000 /932 Yale nonprofit New Haven acres = \$8,050/acre \$8,300,000 /932 Yale nonprofit New Haven acres = \$8,900/acre \$7,500,000 Yale 2010 PILOT/ 12,211 students = \$615/student \$8,300,000 Yale 2014 PILOT /12,211 students = \$680/student
State of CT PILOT	CT 2014 \$28.8M + Yale PILOT 2104 \$8.3M = \$37.1M = 32% of lost nonprofit exempt real estate tax revenue/year

Harvard University

Established • Type 1636 • Private
Endowment \$36.4 billion • 2014
 Website bu.edu
Staff 2,400 faculty - 10,400 academic appointments in teaching hospitals

Undergraduates 6,700 • 2014
 Postgraduates 14,500 • 2014
Students 21,200 • 2014

Campuses & Students 2014 210 acres • Main Campus • Cambridge • 13,020 resident students
 360 acres • B School • Stadium • Boston • 8,180 resident students
 20 acres • Medical Campus • Boston
 40 acres • Arsenal on Charles Property • Watertown
Academic Acres 630 total academic acres and a total of 21,200 resident students

Population 646,000 residents
Boston Area 48 square miles = 30,720 acres

Harvard PILOT 2009 Harvard to Boston • 2009 \$2,000,000
 Harvard PILOTs to Cambridge and Watertown PILOTs not found

\$2,000,000 PILOT /\$40,048,000 lost real estate tax revenue =
 5% lost Harvard nonprofit real estate tax revenue in Boston

PILOTs 2014 Harvard to Boston • 2014 \$2,217,000
 Harvard to Cambridge • 2014 \$2,968,227
 Harvard to Watertown • 2014 \$4,902,862
Total Cash PILOTs • 2014 \$10,088,273

\$10,088,273 PILOTs 2014 /\$1.6B Boston Cambridge and
 Watertown city revenues = 0.6% of total city revenues

\$2,217,000 PILOT /\$34,782,000 lost real estate tax revenue =
 6.4% of lost Harvard nonprofit real estate tax rev. in Boston
 Cambridge & Watertown lost tax-exempt real estate rev. not found

\$10,088,273 PILOTs /630 acres = \$16,000 /academic acre
 \$10,088,273 PILOTs /21,200 students = \$475 /Harvard student

Note The majority of Harvard PILOTs are in cash directly to cities.
 Smaller amounts are to specific community programs. Harvard
 makes tangible service contributions to its cities similar to Yale.

Additional References for this page “Harvard University 2014Town Gown Report • For the City of
 Cambridge” • Harvard Planning and Project Management

“Watertown, University announce agreement” Harvard Gazette

PILOTs and Cash Contributions: Comparisons and Observations

For fair comparison, the universities chosen were medium-to-large in size, prestigious, well endowed and in medium-to-large metro areas. Washington University has property in Unincorporated STL County, St. Louis, and Clayton, with about 30% of its acreage in University City, a small city, not unlike Harvard in Cambridge, Boston and Watertown.

All contribute to their cities; some moderately, some generously and some like Yale in stunning amounts factoring in tangible service contributions enumerated in the IBA Heidelberg Report. No one PILOT or contribution metric is singularly dispositive but taken as a whole they create a fair image of civic investment by these universities.

The Boston University and Yale PILOTs and cash contributions exceed Washington U in total and proportionately compared on all metrics. Proportionately, Harvard is similar to Washington University on a percentage of lost exempt real estate tax revenue basis, but exceeds them on the other metrics. Yale with 12,000 students is similar in size to Washington U with 14,100 students, and both with a presence in small cities, thus Yale provides more meaningful metrics than Boston U with 30,000 students, and Boston with 655,000 residents. Boston's large budget reduces the percentage impact of BU's PILOT.

The following scenarios demonstrate the amount Washington U would contribute to University City should the average contributions of the comparable institutions (Boston U, Yale and Harvard, respectively) be applied to the following alternative metrics:

- | | |
|--|------------------------|
| A. Percentage of lost nonprofit real estate taxes ^{*1} | \$170,000/yr. |
| <i>9.1 % (10.5%+10.3% +6.4%/ 3) of \$1,857,000 (2014)</i> | |
| B. Percentage of revenue for all University City taxing entities | \$540,000/yr. |
| <i>0.77% (0.21%+1.5% +0.6% / 3) of \$70,000,000 (2014)</i> | |
| C. Lump sum contribution per resident student | \$630,000/yr. |
| <i>\$450 (\$200+\$680+\$475 / 3) x 1400 students (2014)</i> | |
| D. Lump sum/acre of nonprofit academic land owned by university ^{*2} | \$1,867,500/yr. |
| <i>\$12,450 (\$8900 Yale + \$16,000 Harvard /2) x 150 acres (2014)</i> | |

*1 The sum of the Yale PILOT \$8,300,000 and cash contribution of \$4,000,000 = 10.3%

*2 Boston U's small dense land skews their percentage high.

References for Comparisons

Payments in Lieu of Taxes, Balancing Municipal and Nonprofit Interests, Daphne A. Kenyon and Adam H. Langley, Lincoln Institute of Land Policy, Policy Focus Report

Payments in Lieu of Taxes by Nonprofits: Which Nonprofits Make PILOTs and Which Localities Receive Them • Adam H. Langley, Daphne A. Kenyon, and Patricia C. Bailin
© 2012 Lincoln Institute of Land Policy

Washington University, Boston University, Yale and Harvard websites
University City website • Boston MA and New Haven CT Wikipedia articles

“City demands PILOT Program”, Yale Daily News, Issac Stanley-Becker, Feb. 4, 2014

“Senator Looney proposes changes to CT's PILOT”, New Haven Register, Mar 17 2014 N - 4a - 54

Subcommittee 5 Report

Todd Swanstrom • Stephen Selipsky

The Cost of City Services for Tax-Exempt University Property and Residents

Calculating the marginal cost of city services for Washington University tax-exempt properties and their residents is complicated and sensitive to detailed assumptions; direct calculations are neither simply fact-based, nor likely to be widely agreed on. The Committee has instead chosen to calculate both a per-student and a per-property-value allocated share in the “cost of operating the City”, the spending necessary to provide an attractive and livable community for the University population living in tax-exempt property.ⁱ

University City’s FY 2015 budget projects citywide operating expenditure of \$33,742,900, or \$954 per capita.ⁱⁱ 1400 Washington University students lived in tax-exempt University-owned housing in University City in Fall 2014.ⁱⁱⁱ Assigning to these students an equal per capita share of the cost of running the city in which they live corresponds to an annual cost allocation of \$1.34 million. This includes only residential property expenses, to which might be added an allocation by property value for Washington University’s non-residential tax-exempt properties; we will conservatively leave that out (but see the alternative proportional valuation method below).

We were also asked to consider other University City taxing entities, of which the School District is the largest. Of course, only a few University students have children and directly contribute to demand for school district services; on the other hand running a school district is considered necessary for a livable community and so school taxes are assessed even on childless private property owners. The School District of University City’s 2013-2014 total expenditure^{iv} was \$44,413,029, or \$1,256 per capita, and so Washington University’s untaxed 1400 students might be allocated School District costs of \$1.75 million.

To cross-check these numbers we use another methodology favored in public policy literature: the “proportional valuation method,” which assigns municipal costs not on a per capita basis but based on the assessed value of the real estate.^v Comparing tax-exempt University-owned property value in University City taxing districts (low \$110 million to mid-range \$130 million as calculated by the Committee) to total assessed property value (2013 assessment of \$2,887 million^{vi}), would allocate 3.8% to 4.5% of public spending to those properties. That percentage of City government spending would be \$1.28 million to \$1.51 million, and of School District spending would be \$1.68 million to \$1.98 million, slightly larger than the per-capita allocations of total expenses.

Thus, either by the per-person or the per-property-value method, Washington University’s tax-exempt property and residents could be allocated approximately **\$1.4 million** annually in City budget spending. An additional **\$1.8 million** annually could be allocated for School District spending, though not as a direct marginal cost to schools due to students’ presence. Allocated city and school district costs would then total **\$3.2 million**.

Finally, although this chapter focuses on the cost side of local government services, we note some revenue side considerations relevant to expense allocation. In particular, University City revenue from property tax makes up 15.7%, and sales and use taxes 28.9%, of total City revenue. It might then be argued that we should proportionately reduce the above expenses allocated to the University's tax-free properties and residents, with the remaining percentage accounted for by University-paid utility taxes, building inspection fees, University City share of sales taxes on students' incidental (non-campus) spending, etc. We have instead separately examined the amount of such University-generated revenue in the separate University payments section of this report. We have also provided above both a total-expenses School District allocation and an allocation adjusted for revenue percentage from local property tax. Finally, we note that students living in University City are counted in its population for purposes of Saint Louis County Sales Tax Pool sharing, and so have a small upward effect on the City's revenues as well as on the expenses estimated here.

i Our approach follows the "Per Capita Multiplier Method," described by a respected guidebook on fiscal impact analysis as "the classic average costing approach for projecting the impact of population changes on local municipal and school district costs...." Robert W. Burchell, David Listokin and William R. Dolphin, *The New Practitioner's Guide to Fiscal Impact Analysis* (Center for Urban Policy Research, 1985), p.9.

ii *University City, Missouri BUDGET / Fiscal Year 2015 / July 1, 2014 to June 30, 2015*, p.5

iii Washington University Office of Government and Community Relations, testimony to Advisory Board.

iv *Budget, Board of Education, University City School District, Fiscal Year Ending June 30, 2014*, p.22

v The basic idea is that "municipal costs increase with the intensity of land use." Burchell, Listoken and Dolphin, p. 29. The proportional valuation method is usually applied to nonresidential property, but is not usually applied to public education cost estimation.

vi *City of University City, Missouri Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2013*, p. 81. <http://www.ucitymo.org/DocumentCenter/View/7015>

UNIVERSITY CITY BUDGET FY 2015: CITY-WIDE AND PER CAPITA ALLOCATION

<http://www.ucitymo.org/DocumentCenter/View/7431>

Property Taxes	5,311,000	15.7%
Sales & Use Tax	9,776,800	28.9%
Intergovernmental	2,110,000	6.2%
Grants	933,200	2.8%
Licenses	708,000	2.1%
Gross Receipts Tax	6,722,000	19.9%
Inspection Fees and Permits	771,000	2.3%
Service Charges	4,192,000	12.4%
Parks and Recreation Fees	1,640,000	4.9%
Municipal Court and Parking	1,132,000	3.3%
Interest	84,400	0.2%
Miscellaneous Revenue	424,100	1.3%
Total REVENUE	33,804,500	100.0%

Legislative	225,400	0.7%
City Manager's Office	685,700	2.0%
Human Resources	140,200	0.4%
Information Technology	625,400	1.9%
Finance	849,700	2.5%
Municipal Court	343,600	1.0%
Police	8,161,300	24.2%
Fire	4,477,600	13.3%
Community Development	4,796,000	14.2%
Public Works	8,756,300	26.0%
Debt Service	1,278,000	3.8%
Component Units:		
Library	1,941,500	5.8%
Loop Business District	72,000	0.2%
Parkview Gardens	90,200	0.3%
Capital Improvement	1,300,000	3.9%
Total EXPENDITURE	33,742,900	100.0%

Washington University students in U City

Graduate + Undergraduate	2840
In University-owned	1400
City population (US Census)	35,371
Per capita expenditures	954
Student/WU-owned allocation	1,335,559
Property tax % of budget	15.7%
Sales & Use % of budget	28.9%
Local tax revenue percentage	44.6%
Local tax adjusted allocation	596,094

School District 2013-14	
32,463,000	Local Tax
11,694,495	Non-local
44,157,495	Non-capital revenue
2840	
1400	
35,371	Census 2010
1,248	
1,747,773	
73.5%	= Local/non
1,284,900	

SCHOOL DISTRICT OF UNIVERSITY CITY BUDGET

2014-2015 Preliminary Budget	
Operating Budget	40,110,000
Debt Service Budget	<u>4,720,000</u>
Total non-capital	44,830,000

Capital Projects Budget	940,000
Bond Issue	6,730,000

2013-2014 Budget	Revenue *	Expenses
Operating	39,603,870	39,805,368
Debt Service	<u>4,553,625</u>	<u>4,607,661</u>
Total non-capital	44,157,495	44,413,029

Capital Projects	984,445	814,503
Bond Issue	50,000	8,370,061

* Includes property tax +
sales tax subtotal 32,463,000 2013-2014 pg. 20
Local revenue % of
non- capital revenue: 73.5%

* <http://www.ucityschools.org/vimages/shared/vnews/stories/496f62d47e1bc/2013-14%20amended%20budget.pdf>
<http://www.ucityschools.org/vimages/shared/vnews/stories/496f62d47e1bc/FY12-13%20Audit%20Report.pdf>
<http://www.ucityschools.org/vimages/shared/vnews/stories/496f62d47e1bc/Prelim%20budget%20FY15.pdf>

UNIVERSITY CITY TOTAL ASSESSED AND ACTUAL REAL ESTATE VALUE

2013	Real	Personal	Railroad and Utility	Total Taxable Assessed Value	Estimated Actual Taxable Value
Assessed	530,263,000	57,676,000	8,993,000	596,932,000	2,887,085,000
Assessment ratio	19.00%	33.33%	32.00%		
Actual appraised	2,790,857,895	173,028,000	28,103,125		2,991,989,020
Sep 2013 assessed					(see assessor methodology details)
(School District preliminary budget)				571,094,150	

	2014	2018
Washington University owned: lower bound	109,900,000	129,900,000
Percentage of total actual taxable value: lower bound	3.8%	4.5%
Washington University owned: mid-range	129,600,000	152,600,000
Percentage of total actual taxable value: mid-range	4.5%	5.3%

		Total budget	Property % University allocation	Per capita University allocation	Local-tax adjusted allocation
<i>Lower bound</i>					
City Budget	3.8%	33,742,900	1,284,460	1,335,559	596,094
School Budget	3.8%	44,157,495	1,680,903	1,747,773	1,284,900
<i>Mid-range</i>					
City Budget	4.5%	33,742,900	1,514,704	1,335,559	596,094
School Budget	4.5%	44,157,495	1,982,211	1,747,773	1,284,900

<http://www.ucitymo.org/DocumentCenter/View/7015>
 CITY OF UNIVERSITY CITY, MISSOURI COMPREHENSIVE ANNUAL FINANCIAL REPORT
 FOR THE FISCAL YEAR ENDED JUNE 30, 2013

IBA Heidelberg

Gary Nelling

Internationale Bauausstellung Heidelberg • 2013 or International Building Exhibition Heidelberg • 2013 Knowledge Based Urbanism • Symposium

International Building Exhibitions (IBA) in Germany are typically exhibits and/or competitions that showcase the best of cutting-edge international architecture and urban planning design, planned and presented by the organization of the same name.

For the first time in the history of IBA, the small city of Heidelberg Germany was the host of an International Building Exhibition, but the City Council of Heidelberg had the additional purpose of conducting a symposium presenting its challenge for the city to become a laboratory for innovation in the urban built environment, and to create a long term program for integrating the resources of Heidelberg University with the City of Heidelberg to encourage private economic growth and citizen education, which they have named Knowledge Based Urbanism . *1 To this end they invited mayors, architects, city planners, university presidents and development directors from around the western world.

Participants

Included were Heidelberg's Mayor Dr. Eckart Würzner, Minister Theresia Bauer and Prof. Dr. Bernhard Eitel, Rector of Ruperto Carola at Heidelberg University, Harvard's Prof. Dr. Charles Waldheim, Stanford's Bob Reidy, Palo Alto City Council member Gregory Scharff, Delft Netherlands Mayor Bas Verkerk, from Heidelberg's sister cities Kumamoto and Montpellier, Professors Toshitaro Minomo and Yannik Tondut, planner William Haas from NYU and Cambridge, Massachusetts former Mayor Henrietta Davis. A larger group of architects, planners and academics were invited as participants. *1

Heidelberg and Heidelberg University

Heidelberg is a city of 150,000 residents and home to Heidelberg University with about 32,000 students and a staff of 14,000. The Ruprecht-Karls-Universität Heidelberg (Heidelberg University, Ruperto Carola) is a public research university. Founded in 1386, it is the oldest university in Germany and was the third university established in the Holy Roman Empire. Heidelberg has been a coeducational institution since 1899. Today the university consists of twelve faculties and offers degree programs at undergraduate, graduate and postdoctoral levels in 100 disciplines. It is a German Excellence University, as well as a founding member of the League of European Research Universities. *2

The city of Heidelberg is part of the Rhine-Neckar metropolitan region, with about 2.3 million inhabitants including the cities Ludwigshafen and Mannheim. Stuttgart, Karlsruhe and Frankfurt are within 40 minutes by train. Heidelberg as a center of knowledge is also home to the European Molecular Biology Laboratory (EMBL), the most prominent institution of its kind in Europe. In addition, there are four Max Planck Institutes, the German Cancer Research Center (DKFZ), the Heidelberg Institute for Theoretical Studies (HITS) and the GSI Helmholtz Centre in Darmstadt, as well as three Leibniz Institutes in Mannheim, to name just a few examples. *1

Though University City and Washington University are smaller in scale than Heidelberg and Heidelberg U, we both exist within larger metropolitan areas and have similarly large ratios of students to residents in our relatively small cities. In our case about 2,840 students in University City/ 35,150 residents = 8% and they have 32,000 students x 75% in the city = 24,000 students/ 150,000 residents = 16%.

Campus Organization and Interaction with the City

Heidelberg University is organized into two areas:

- **New Campus**

The New Campus is located in Neuenheim Feld area north of the Neckar River and now the largest part of the university, and the largest campus for natural sciences and life science in Germany with 14,000 students. Almost all science faculties and institutes, the medical school, the Pedagogik Hochschule or Teaching High School, Kopfklinik and Medizinische Klinik or University Hospitals Heidelberg, and the science branch of the University Library are situated on the New Campus. Most of the dormitories and the Institut für Sport und Sportwissenschaft athletic facilities of the university can be found there. Several independent research institutes, such as the German Cancer Research Center and two Max-Planck-Institutes have settled there. *1 *2

Of note, the University's Botanical Garden is located in the New Campus and attracts 50,000 visitors/year as does as the Technologie Park which is open to scientists, technology companies for shared research and development. Future plans include business incubators for private businesses and public corporations Also Neuenheimer Feld has 2,500 permanent residents and plans to attract more. *1 *2

- **Old Campus**

The Old Town campus and Bergheim campuses, on the south bank of the Neckar is dispersed within the city, and home to the humanities, including theology, languages, cultural and historical science schools, and law school, with 3,500 resident students, the balance being dispersed in the metropolitan area. The old town can be reached by tram and bus in about 10 minutes from the New Campus.

IBA Heidelberg Symposium Results

- **IBA in Heidelberg**

The City Council of Heidelberg was impressed with the proposal for the IBA Heidelberg Symposium 2013, and passed a resolution in 2012 establishing IBA in Heidelberg as a municipal company with a 10-year charter to 2022 to promote Heidelberg as a knowledge-based urban city of the future by working cooperatively with the University of Heidelberg to attract private-university projects that serve private business, citizen and university needs. Resultant projects will include the design and construction of creative new buildings, renovation of existing buildings and open spaces for cooperative uses. IBA in Heidelberg also will hold future architecture, design and urban planning exhibitions and competitions. The City also established the Creative Business Center of the City of Heidelberg, whose offices are in a former fire station renovated with cooperation from the University of Heidelberg.

- **Industry on Campus**

An important recent element is Heidelberg's "Industry on Campus" concept, which supports long-term cooperation between Heidelberg University and industrial enterprises for the purpose of research. Several Industry on Campus projects were created with important regional players, including the chemical company BASF, Nikon, Merck and Heidelberger Druckmaschinen Future facilities include specific science-industry centers, business incubators, social service and job service centers. *1

- **Biomedical Companies**

The New Campus is now also the seat of several biomedical spin-off companies in Technologie Park. The Neuenheimer Feld campus has extensive parking lots for faculty and student vehicles for long term and short term parking, as well as employees of private companies, visitors and patients of the various university hospitals.

Heidelberg University vs. Washington University Economics

Financing of the two universities is difficult to compare since the German state heavily subsidizes university study to keep higher education affordable. Heidelberg University is a public university whereas Washington University is private.

- **Heidelberg University Finances**

From 2007 to 2012, Heidelberg charged tuition fees of € 1,200 /year, including student union fees, for undergraduate, Master's, and doctoral programs, for both EU and non-EU citizens, and for any school, department or area of study. From spring term 2012 onwards, tuition fees have been abolished. The usual housing costs for on-campus dormitories range from € 2,200 to € 3,000 /year.

In the fiscal year 2005, Heidelberg University had an overall operating budget of about € 856 M = \$942 million, consisting of approximately € 413 M government funds, € 311 M basic budget, and € 132 M from external grants. The university spent about € 529 M in payroll costs and about € 326 M in other expenditures for a net retained earnings of € 1 M and expenses, averaging 32,000 students at € 26,750 /year = \$29,500 /student/year. Unlike private universities in the US, Heidelberg University has little or no appreciable retained earnings vs. Washington University that can retain excess tuition and housing payments as tax-exempt earnings.

Also, the university receives another € 150 M in research grants, distributed over 5 years from 2012 onwards, due to the German Universities Excellence Initiative. In the fiscal year 2007, the university for the first time raised € 19 M through tuition fees, exclusively to improve the conditions of study. Only € 9.5 M of these were spent at the end of the year and the rectorate had to urge the faculties to make use of their additional means. No mention was made of Heidelberg University having endowments similar to Washington U nor of nonprofit tax status of Heidelberg U academic and dormitory buildings, though one would presume a public university would have all tax-exempt academic properties.*2

- **Washington University Finances**

By contrast, Washington U charges about \$45,000 /student/year + 13,000 /student/year room and board = \$58,000/ student/year x 14,100 students = \$818 M for tuition, room and board including scholarships and loans, a savings to the student but full payment to the University and roughly 135% of Heidelberg fees for tuition, room and board. Washington U also has total of \$8.8 billion in net assets consisting of \$6.8 billion in liquid assets and \$2 billion in fixed assets /real estate. *3

Under the circumstances, with the free cash flow and sizable endowments, one might presume that Washington University could afford to invest in similar programs in University City. Also, Washington University primarily answers to its Board of Directors, whereas Heidelberg University has mandates from the German government to consider in the use of the funds it receives annually. Therefore, Washington University perhaps also has greater flexibility in policy determination.

Yale University • Washington University • Heidelberg University

Yale University makes a substantial PILOT to its host city New Haven CT of \$8,300,000 which equals 6.9% or greater of the lost nonprofit exempt real estate tax revenues. Yale also contributes up to \$4,000,000 per year or 3.4% of lost nonprofit exempt real estate tax revenue to New Haven Promise, which provides college scholarships to city students who graduate from a public school and attend college in Connecticut. Additionally, Yale dedicates several million dollars each year of resources toward programs for young people in New Haven. Thus Yale provides 10.3% or greater of its nonprofit exempt real estate tax revenue to New Haven. This also offsets part of the PILOT paid by the State of Connecticut to New Haven, equal to 32-77% of lost nonprofit real estate tax revenue.

Yale University, however, makes substantial other tangible-value service contributions much in the scale and spirit of those provided by Heidelberg University, all of which work marvelously even though one is a public university and one is private. Washington University provides a few of these, albeit smaller in number and scale. We would recommend that they look at both Heidelberg University and Yale University as models for constructive community involvement and investment. Both Yale University and Washington University make several in-kind service contributions of student time and other intangibles that are difficult to value and therefore not part of the description below.

Yale Programs with Tangible Benefit for New Haven CT

- **New Haven Promise**

In addition to the scholarship program, Yale dedicates several million dollars each year of resources toward programs for young people in New Haven and the region. Each year more than 10,000 public school children participate in academic and social development programs sponsored by Yale on their campus. New Haven Public School students are welcomed to Yale throughout the year as the youngest members of our academic community; students take world language courses on campus, participate in the citywide science fair, explore our shared cultural heritage through visits to the Yale museums, attend lectures on weekends, and conduct research in Yale laboratories through summer internships. Yale faculty, staff, and students are actively engaged in these programs.

- **Yale University Properties**

Yale University pays real estate taxes to New Haven CT on all its commercial properties including office, retail, restaurant buildings and interior spaces and student apartments and homes.

- **Local Employment in New Haven**

Yale monitors work hours allocated to New Haven residents on each of its major construction projects and works closely with its contractors to meet and exceed targeted goals. Over the past decade, Yale research has contributed to a growing cluster of spin-off companies in the greater New Haven area, generating over 30 business ventures. Higher One, a company that was founded in 2000 by Yale students, recently broke ground on a new headquarters building in Science Park, ensuring that over 200 jobs would stay in New Haven.

- **Neighborhood Revitalization**

Yale committed funds to the restoration of Scantlebury Park, the Farmington Canal, and the improvements of streetscapes and creation of pedestrian and bike paths. Yale's commitment to Science Park has contributed to the success of the revitalization of the Winchester area. The Dixwell-Yale Community Learning Center, (DYCLC), and Rose Center which were built and are run by Yale, are open to the community. Yale has made improvements to neighborhoods other than just those in which they own property.

- **Yale University Homebuyer Program**

This program has committed \$25million in funds to assist over 1,000 employees in their purchase of homes in New Haven with a total value of approximately \$175 million. Neighborhoods that benefit from the include West Rock, Beaver Hills, Newhallville, Dixwell, Dwight, Hill, and Fair Haven, amongst others. The scale of this commitment has strengthened the tax base and attracted market-rate buyers.

- **Economic Development in New Haven**

Since 1990, in addition to its homebuyers program, Yale has contributed over \$40 million to economic development initiatives including providing funds to the Economic Development Corporation of New Haven, Start Community Bank, Science Park, and the Broadway and Chapel Street community investment programs. The results of Yale's business incubator are thirty new businesses in New Haven .

- **Yale University Medical Services**

Yale University supports the local community with its resources. Yale University Medical School physicians provide over \$12 million per year in free care to the local community. Yale New Haven Hospital also provides significant uncompensated care but it is a separate entity from Yale University with its own independent management. The Yale Jerome N. Frank Legal Services Organization offers free legal assistance to organizations that cannot afford to retain private counsel. The Urban Resources Initiative oversees the planting of trees in New Haven. The Yale Center for Investigation works with the community to seek solutions to local health questions. *4

Washington University Programs with Tangible Benefits for University City

- **Washington University Employee Assisted Housing Program**

Washington University has provided a similar loan program to its employees to purchase homes in the economically challenged residential areas north of Olive Street. To date there have been 27 forgivable loans of about \$4,000 each for closing costs for a total of \$109,000 from 2005-2014, which though helpful has not been enough to stabilize the areas and attract other buyers, and strengthen the real estate tax base.

- **Neighborhood Revitalization**

Washington University has improved sidewalks, lighting and installed call boxes to their university security services in the areas of their student apartments though not beyond, thus benefitting primarily the university or shared 50/50 with University City. Washington University has contributed cash and in-kind services to the planning efforts of the Parkview Gardens Neighborhood Sustainable Development Plan, the Loop Trolley Company and Centennial Greenways, a continuous north-south green walkway-bikeway system, as one-time contributions, but not annual or operating contributions. They also provided new traffic signalization at a major intersection that improved access to their new North Campus in the City of St Louis.

- **Economic Development**

Washington University contributed to the University City Chamber of Commerce, which is thoughtful but doesn't accrue to any University City taxing agency.

UCWU Advisory Committee Recommendations

“The symbiosis between the University and the City entails much more than just building infrastructure: It involves fields of economics, cultural exchange, lectures and urban life. The university members contribute by their lectures, meetings, by their work as scientists, but also in their capacity as citizens.” *1

With Heidelberg leading the way, and Stanford, NYU, Harvard, Yale and others initiating similar initiatives to link themselves more closely to their cities through shared scientific and technology centers, business incubators, community educational and conference centers, social and job service centers and other mutual and financially beneficial ways, we would recommend that Washington University consider similar initiatives in University City.

Footnotes

*1 http://iba.heidelberg.de/files/iba_summit_dokumentation.pdf

*2 http://en.wikipedia.org/wiki/Heidelberg_University

*3 http://wustl.edu/about/annualreport/_assets/pdf/WUSTL-Financial-FY2014.pdf

*4 <http://onhsa.yale.edu/economic-growth-and-fiscal-impact>

