



MEETING OF THE CITY COUNCIL  
CITY HALL, Fifth Floor  
6801 Delmar Blvd.  
University City, Missouri 63130  
Monday, November 12, 2018  
6:30 p.m.

**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. APPROVAL OF AGENDA**

**D. PROCLAMATIONS**

**E. APPROVAL OF MINUTES**

1. October 8, Study Session minutes – (CBIZ)
2. October 22, Regular Session minutes
3. October 22, Study Session Minutes – (Solid Waste and ITN Gateway)

**F. APPOINTMENTS to BOARDS & COMMISSIONS**

1. Karla Teeters Brown is nominated to the Arts and Letters Commission as a fill-in replacing Stephanie Schlaifer's unexpired term by Councilmember Tim Cusick.
2. Ruderer and Patricia McQueen are nominated for re-appointment to the CALOP Commission by Councilmember Steve McMahan.

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

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

**I. PUBLIC HEARINGS**

**J. CONSENT AGENDA – Vote Required**

1. Sewer Lateral Program Loan
2. Printer Lease Renewal Contract
3. US Army Corps of Engineering – Letter of Intent
4. FY16 Community Development Block Grant Amendment/Reallocation - Sidewalk & Curb

**K. CITY MANAGER'S REPORT**

1. Rezoning – 1167 Remley Ct.  
(VOTE REQUIRED)
2. West Loop Community Improvement District (CID) Task Force & Funding  
(VOTE REQUIRED)

**L. UNFINISHED BUSINESS**

*BILLS*

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

**M. NEW BUSINESS  
RESOLUTIONS**

**BILLS**

1. **BILL 9369** – AN ORDINANCE AMENDING SCHEDULE III OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN (*Restricted Parking Jackson Ave.*)
2. **BILL 9370** - AN ORDINANCE DESIGNATING A PORTION OF THE CITY OF UNIVERSITY CITY, MISSOURI, AS A REDEVELOPMENT AREA; APPROVING THE OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT PLAN; AND MAKING FINDINGS RELATED THERETO.
3. **BILL 9371** – AN ORDINANCE APPROVING A REDEVELOPMENT PROJECT FOR REDEVELOPMENT PROJECT AREA 1 OF THE OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT AREA; ADOPTING TAX INCREMENT FINANCING WITH RESPECT THERETO; AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS.
4. **BILL 9372** – AN ORDINANCE APPROVING A REDEVELOPMENT PROJECT FOR REDEVELOPMENT PROJECT AREA 2 OF THE OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT AREA; ADOPTING TAX INCREMENT FINANCING WITH RESPECT THERETO; AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS.
5. **BILL 9373** - AN ORDINANCE APPROVING A REDEVELOPMENT PROJECT FOR REDEVELOPMENT PROJECT AREA 3 OF THE OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT AREA; ADOPTING TAX INCREMENT FINANCING WITH RESPECT THERETO; AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS.

**N. COUNCIL REPORTS/BUSINESS**

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

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

**P. COUNCIL COMMENTS**

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

**R. ADJOURNMENT**

**UNIVERSITY CITY COUNCIL  
JOINT STUDY SESSION  
5th Floor of City Hall  
6801 Delmar  
October 8, 2018**

**1. MEETING CALLED TO ORDER**

The City Council and Civil Service Board Joint Study Session was held in the Council Chambers on the fifth floor of City Hall, on Monday, October 8, 2018. Mayor Crow called the Study Session to order at 5:30 p.m.

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

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

Also in attendance was City Manager, Gregory Rose; City Attorney, John F. Mulligan Jr.; HR Director, Yolanda Howze; Joe Rice and Taylor Sprague from CBIZ; and Joan Suarez, James Stephenson, and Michael Waxenberg from the Civil Service Board.

**2. CHANGES TO REGULAR COUNCIL AGENDA**

Councilmember Smotherson made a motion to move Items J-1, J4, and J5 from the consent Agenda and place them under the City Manager's Report for discussion and consideration. It was seconded by Councilmember Carr and the motion carried unanimously

**3. Compensation and Classification Study**

*Requested by the City Manager*

Presentation by CBIZ Talent and Compensation Solutions

Mr. Rose stated first, he would like to welcome the representatives from CBIZ, as well as members of the Civil Service Board, and express his appreciation for their attendance at this Joint Study Session.

He stated tonight's session was requested to provide everyone with an update on the current status of the City's Compensation and Classification Study current underway, and that presentation will begin with introductions by Ms. Howze, HR Director.

Ms. Howze introduced CBIZ consultants Joe Rice, Project Manager for the Compensation Consulting Division and Taylor Sprague, Associate Compensation Consultant, who will provide Council and the Board with a presentation and overview of this project. Ms. Howze noted that she would be available throughout the presentation to answer any internal questions that may arise.

Mr. Rice thanked Council and staff for the opportunity to introduce his company and provide an overview of the Class & Compensation Study.

**Introduction**

CBIZ is a publicly traded company in the professional services management consulting industry, with two principal divisions:

**Finance & Insurance**

- Tax valuation services
- Audits
- Various insurance-related vehicles

E - 1 - 1

## **Benefits & Insurance**

- Benefit's brokerage
- Retirement plans
- Talent & compensation solutions
- Executive searches

CBIZ has over 100 offices and maintains 4600 employees. Its St. Louis office houses the Company's national compensation practice where questions regarding compensation for every industry and geography are answered. Mr. Rice stated his focus is primarily in the public sector; i.e., municipalities, state governments, and pension funds.

## **Objective of the Study**

CBIZ was retained to review the City's classification and compensation structure to achieve the following goals:

1. To ensure that U City has a compensation structure & classification system that is competitive and supports the need to attract and retain qualified talent.
2. To establish a system that continues to grow and change with the City's requirements and aligns with its broader goals and strategies.

The CBIZ analyses will include:

- Evaluating positions to determine where they should fit within the hierarchy
- Comparison of current pay to related markets
  - *A custom peer review where CBIZ invites peer organizations to provide their compensation data*
- Internal equity and compression
  - *How is pay distributed, internally*
- Salary structure
  - *How the minimums, midpoints, and maximums relate to the market*
- Employee benefits
  - *How it competes with other compensation packages*
  - *Does U City's benefits package help or hurt its competitive position*
- Update job descriptions
  - *A review of job classifications under the Fair Labor Standards Act to determine whether they are exempt/nonexempt from overtime provisions*
- Recommended compensation policies & procedures

## **Methodology**

1. **Definition of Market Pricing** = valuation of pay for jobs in the external labor markets.
  - *A key component of this study is, understanding how comparable organizations would compensate a similar position.*
2. **Valuation of Pay**
  - Custom survey
    - *Completion of a highly structured job analysis questionnaire for U City employees to determine the overview of the position; i.e., key accountabilities; qualifications, and environmental factors.*
    - *82.7% completion rate for the questionnaire.*
  - Published survey data
    - *Data published by third-party consulting/surveying firms.*
    - *Surveys that have a large amount of participation so results are statistically validated.*
  - Statistical compensation information
    - *Data which tends to be too generic or broad are excluded; i.e., free internet data or Dept. of Labor compensation data.*

### 3. Jobs

Encompasses results from the job description analysis questionnaires completed by employees to make labor market comparisons.

- Job evaluation
  - *There is a need to understand each position in order to know what the job entails and where it competes in the broader labor market.*
- Career Paths
  - *Where does the job fit within the organization?*
  - *Is it a job that's broadly defined?*
  - *Is it a job that's narrowly defined with different levels for the same position?*
  - *Is there is a more appropriate common title for the job?*
  - *Is there a title that would better represent what the job entails?*
  - *Updating job descriptions to ensure that the content received from employees flows through to the updated job description.*

### 4. Compensation & Benefits Peer Study

A peer group of cities representing a good comparison set are invited to participate in a Compensation & Benefits Study.

- *Based on a summary description and additional guidance that the position must be at least 70% similar, participants are asked to match their job to the City's job.*
- *75 of the City's jobs were identified as being common to other municipalities.*

Mr. Rice provided Council and the Board with an illustration exhibiting the list of participating cities. He stated based on some of the information already received he thinks they will be able to have good, reliable survey data to work with. Any position found to be uncommon to other municipalities or not included in the survey will be researched by using their survey library.

### 5. External Labor Market

How should the labor market be defined for purposes of this study?

- Defining the Labor Market
  - *CBIZ thinks of the labor market in terms of location, geography, and size of the organization.*
- Location
  - *The majority of U City's positions can be recruited locally from an available talent pool.*
  - *Specialized or senior level positions may require a broadening of the geographic scope to include state-wide, region-wide or nation-wide.*
- Industry
  - *The comparison industry for the survey is municipal government.*
  - *Other positions like HR, IT and Accounting are not exclusive to municipal government.*
- Size
  - *An important, yet somewhat tricky consideration is the ability to identify cities that have similar populations and structures.*
- Salary Information
  - *CBIZ brings in the 25th, 50th, and 75th percentiles to determine the competitive range of pay.*
  - *The 25th Percentile is where 25% of organizations pay below that amount and 75% pay above.*
  - *The 75th Percentile is where 75% of organizations pay below that amount and 25% pay above.*
  - *CBIZ refers to the 50th percentile as meeting the market because it is the starting point that will be the anchor salary structure going forward. This is the approach that 85% of organizations take when designing their salary structures.*
  - *The range minimums and maximums provide additional flexibility.*

E - 1 - 3

- *There is an opportunity to pay below the 50th percentile for new employees or a new job classification.*
- *There is an opportunity to pay above the 50th percentile for tenured employees with good performance.*
- **Aging Data**
  - *All data, whether it's collected via CBIZ surveys or from custom surveys are conducted at a specific point in time. So, CBIZ tries to predict how salaries are going to move by aging that data forward.*
  - *A planning date of January 1st is used and data is aged annually through percent and pro-rated to accomplish a common effective date.*

Mr. Rice stated that the bulk of their work takes place during the collection of market data for each position. The next step is to slot positions into the salary structure based on the data.

## **6. Salary Structures**

Salary structures are helpful because they ease the administration internally by allowing you to categorize jobs of a similar market value into the same grade.

- **Example:**
- *The 50th percentile for Job XYZ came in at \$35,454 and based on this hypothetical structure that market benchmark most closely aligns with the midpoint in Grade 2. So that becomes the number that approximates the market 50th percentile.*
- *If you had another job that came in at \$36,200, it would also slot into Grade 2, since jobs of similar market value are classified based on the closest midpoint.*

Mr. Rice stated there is a need to figure out how wide a pay range should be following market data and best practices. So as they design salary structures there are a couple of tools they can work with.

## **7. Wage Spread**

A wage spread is a distance from the minimum to the maximum.

- **CBIZ tends to recommend (V) shaped structures.**
  - *When you look at the market data, jobs lower in the classification system that spread from the 25th percentile to the 75th percentile tend to be narrower. Jobs that do not require a huge learning curve oftentimes do not have a big gap from entry-level performance and competence in the role.*
  - *As positions get more complex there is a wider learning curve, wider performance, and so you tend to see the range spread get wider.*
  - *Midpoint differentials tend to get bigger as you move up the organizational ladder. Advancing from a Laborer 1 to a Laborer 2 acknowledges that you're better at performing your role; that you can lead others, and that you can work independently, but it's basically the same position. However, going from a manager to a director is a bigger jump in responsibility, so the midpoint differentials increase.*

## **8. Other Considerations**

- **Is the salary structure an open pay range or a step structure?**
  - *Today, U City utilizes a step structure, which is common with most municipalities.*
- **How well does U City's pay track in the market?**
  - *Final report & recommendations*
- **Will the City's benefits' package make up for a below-market analysis?**
  - *Utilization of a valuation process that totals up the fixed amount contributed to benefits and the number of head counts.*
- **Retirement, paid time off, and other miscellaneous benefits tied to salary.**
  - *Capturing the variable cost allows you to come up with the benefits' value which is then compared with peer cities.*
  - *Peer cities will also be asked to provide supplemental information on their plans to determine the rates covered for medical benefits; i.e., 80%, 100%*

E - 1 - 4

- Draft Policies & Procedures
  - *Evaluation and recommendations on what's in place; how the City handles new hires; promotions; demotions; your annual compensation review for adjusting the salary structure or what steps you should take annually to adjust your salary structure.*
  - *Job descriptions are reviewed and updated to make sure they are aligned consistently; that all ADA compliance-related issues are documented, and that they are properly classified under FLSA.*

## 9. Next Steps

- Completion of preliminary results by the end of November.
- Internal meeting with staff to discuss initial findings; recommendations; possible changes in the salary structure and whether there are any differences in the market data versus internal factors.
- Final Report & Recommendations wrapped up by the end of the year.

Councilmember Clay stated as most of us know, U City prides itself on having a diverse workforce. However, it's been his experience from working in public education that often there is a higher cost associated with attracting and finding diverse candidates who may not be clicked into the conventional networks where you might source employees. Mr. Rice, can you and perhaps, the City Manager, talk a little bit about identifying labor and market characteristics for attracting diverse candidates? Mr. Rose stated the discussion regarding what the City's recruitment process will look like will be a topic for another Study Session since it is outside the scope of this analysis. However, the recruitment of women and minorities is certainly on staff's radar, and they are currently looking at the possibility of bringing back the Cadet Program for both Police and Fire. With respect to other professions, like engineering, staff has discussed expanding their search to include HBCs. Mr. Rose stated that the bottom line is that staff is taking steps to try and do a better job, but at this point, a strategy; much more comprehensive than what he is able to provide today, must be established.

Councilmember Clay stated even though he understands that every municipality has its own complexities, he would dare to say that Overland, Glendale, and Shrewsbury are far less complex than U City. So he was curious to know how these peer groups factored into the compensation study? Mr. Rice stated while they are still pouring through the results from each participant, the one thing he alluded to is that it was tough to find a good peer group for U City since it is one of the larger; if not the largest municipality within the County representing its geographic proximity for recruitment. He stated traditionally, they look to define a peer group that's one-half to two times the size of a city, but that can also pose a challenge. So they tried to balance some of that out by including Cities like St. Charles, St. Peters, and Chesterfield, to make certain there would be enough organizations to provide data for all of U City's positions. Because if you only have a small group of peers and you end up with only four cities providing data for a specific position, at that point it becomes really questionable as to whether or not it's a good and reliable source.

He stated CBIZ also works with some of the other peer cities on this list, so he is aware that they utilize aggressive compensation policies that position their structures to be above the 50th percentile. So even though they might be smaller, they are more aggressive with pay, and U City is included in their list of peer groups. So, while this is a valid question, he has not seen anything to date, that would lead him to say these cities would create a negative impact on the study. Mr. Rice stated if a percentile falls toward the bottom of the rung, that means more than likely they are going to fall below the 25th percentile and completely be removed from the results because consideration is only given to cities that demonstrate the 50th percentile or above when establishing salary structures.

Councilmember Smotherson questioned whether Council would be provided with a better understanding of the City's employee benefits and how they rank with other municipalities after the study is completed? Mr. Rice stated what they want to be able to provide at the end of this study is information on the valuation process and some key benchmarks, to include the absolute premiums that are paid, the cost shared between the City and its employees, and whether the City's medical contribution rate is on pare. But keep in mind that the intended goal is to look at the parameters and share what other municipalities are doing in both absolute and relative terms, not to make any recommendations regarding the need to push more consumerism on the City's employees or anything of that nature.

E - 1 - 5



Councilmember Smotherson asked Mayor Crow if it would be appropriate at this time to either make a motion or request that the employees who are present be allowed 5 or 10 minutes to make any comments? Mayor Crow stated anytime a request is made to suspend the rules it must be accompanied by a motion and a vote from this body. And while his hope is that the City Manager has made himself available to talk to employees about any questions or concerns they might have, he believes the bigger question these folks might have at this point, is what happens once the study is completed in December? And if any adjustments are to be made, is there an anticipated timeline for when that process would occur?

Mr. Rose stated once staff receives the Final Report it will be provided to Council and discussed in a supplemental briefing. He stated based on a recent survey conducted by a local paper which indicated that U City salaries were not competitive and failed to rank within the top 10 cities in the metropolitan area, his assumption is that salaries will likely fall below the market rate. Should that be the case, any timeline will be dependent upon how much they fall below market rate. Mr. Rose stated he would love to make immediate adjustments, but they may have to be phased in over a one or two year period.

The other issue is that when this project was initiated the City committed to a July 1st completion date, with the goal of implementing any adjustments as a part of this year's compensation. There are a number of reasons why they were unsuccessful in meeting that deadline, but he has asked the City Attorney to determine if there is any way possible the City could still provide employees with that compensation irrespective of the completion date. Mr. Rose stated he would have more information once John completes his investigation and they get deeper into the budget process.

Councilmember Carr asked what percentage of the total number of jobs within U City did the 75 jobs identified in the peer group survey represent? Mr. Rice stated U City has 110 positions, but since not all of the 75 jobs identified in the survey will be equivalent, that number represents roughly 75% of the jobs. He stated even though they only collected data for 75 jobs, all of the City's positions will be evaluated. For the balance, they will use in-house survey data or work internally to make sure positions are slotted correctly. Mr. Rice stated there will always be a relatively small number of jobs that you won't be able to find good benchmark data for in practically every study.

Councilmember Carr asked if the necessity to upgrade a specific job description would have any impact on the positions that have not been included in the survey data? Mr. Rice stated that they already have the content from which the job descriptions will be rewritten, and currently utilizing that data as the benchmarking process to make the necessary upgrades. However, they can look at it again, to make sure that when they start to make their comparisons they are looking at the right information.

Councilmember Cusick asked Mr. Rice if he knew the actual number of employees represented by the 82.7% that had answered the questionnaire?

Mr. Rice stated although he is unable to do the calculations off the top of his head, the City has a total of 250 employees. Councilmember Cusick asked Mr. Rice whether their peer city analysis took factors, like revenue into consideration? Mr. Rice stated the target is for peer groups in total, to be representative of an average or median range. However, no adjustments are made to their data because the thought process is that when you're looking at compensation it should be based on who you compete with for talent. He stated there might be cities that have larger or smaller budgets but if your employees are leaving and going to work for them, then you need to understand what their compensation is.

Councilmember Cusick asked if the comparisons for how well U City's pay tracks in the market were based on local or national averages? Mr. Rose stated they are based on the local market. But, if he could respond very briefly to one of his other questions, one of the decisions staff will be asking the Mayor and Council to make is, where do you think U City should be on that competitive line; the 50th percentile; 75th percentile or the 80th percentile? And he suspects, that his recommendation will be based, in part, on what he thinks the City's revenue stream will be long-term.

Ms. Howze stated from 2003 to 2010, the City strived to maintain salaries at the 80th percentile, and that's the reason she had asked CBIZ to include that number in their presentation.



Councilmember McMahon stated his assumption is that any comparisons related to job classifications would include the basics; this an entry-level position; this is more complex. But will those comparisons be pared down to a level where Council and staff can easily make distinctions; especially as it relates to public safety, as to the number of calls; the type of calls or how dangerous a position might be? Mr. Rice stated while comparisons can be made as to an entry-level professional versus a senior level director or strategic position, in most instances, other types of metrics are not something that can readily be scoped out between the different cities. But here again, the real question is, who do you compete with for talent? So even though no allowances or adjustments are made based on those type of considerations, they could certainly be something that is recognized in an employment value proposition. He stated there are also things that might be hard to quantify, and yet, be an influence, such as the reasons why people either want to come or they don't want to come to a city, but that's dealt with in the compensation study.

Councilmember Hales asked if there was a frequency in which this type of study should be performed? Mr. Rice stated for cities of this size their recommendation is that they are performed every three to five years. Because over the next five years one of the things it will provide is a salary structure update letter to make sure the City's minimums remain competitive and its maximums are appropriate. And while that's good over the short-term, in reality, you might have a position in IT with a 10% growth in the market and an accounting position with only 1 1/2% growth. He stated CBIZ also has survey data published annually that tracks what other organizations are doing for their salary increase process and what steps they are taking to adjust their structures. So by looking every three to five years, you can help track those market trends better.

Councilmember Hales stated over the years he has attended the vast majority of meetings and does not remember anything like this ever being conducted. So he was curious to know whether anyone had a reference as to if or when the City might have performed a Compensation & Classification Study? Ms. Howze stated based on her recollection; which dates back to 1994, this is the first study that has ever been performed. However, prior to 2010, she would conduct her own analysis every year utilizing some of the cities included in the study's peer group. She stated they used a Public Salary Module to compare salaries, make annual updates to the Pay Ordinance based on the objective to maintain that 80th percentile for benchmark jobs, and thereafter, adjust the other positions accordingly.

Mayor Crow asked if any members of the Civil Service Board had any questions? And if not, he would be willing to open the floor up for the next 10 minutes to allow for public comment if members of Council wished to make the appropriate motion.

Michael Waxenberg, a member of the Civil Service Board, stated he would be in favor of hearing from the audience.

Councilmember Smotherson made a motion to suspend the rules and allow participants in the audience to ask questions, seconded by Councilmember Hales and the motion carried unanimously.

Hearing no requests to speak, Mayor Crow thanked members of the Civil Service Board, and the representatives from CBIZ for joining Council at tonight's meeting. He stated his hope, is that as this City moves forward it will continue to address its employees' compensation needs and the diversity of its workforce. Because diversity is one of those values citizens of U City truly respect and believe in, that in spite of our efforts, oftentimes is not fully achieved.

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

### Adjournment

Mayor Crow closed the Joint City Council Study Session at 6:19 p.m.

LaRette Reese  
City Clerk

E - 1 - 7

DRAFT

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**

At the Regular Session of the City Council of University City held on the fifth floor of City Hall, on Monday, October 22, 2018, Mayor Terry Crow called the meeting to order at 6:30 p.m.

**B. ROLL CALL**

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

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

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr.; Shawn Sullivan, and Michelle Kniep from the U.S. Army Corps of Engineers.

**C. APPROVAL OF AGENDA**

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

**D. PROCLAMATIONS**

1. Arts and Letters Returning Artist – Jeffrey Anderson
2. Tradition of Literary Excellence Award –Gerald Early

Mayor Crow stated that the Proclamations will be presented to Mr. Anderson and Mr. Early later this evening.

**E. APPROVAL OF MINUTES**

1. October 8, 2018, Regular Session minutes were moved by Councilmember Carr, it was seconded by Councilmember Clay and the motion carried unanimously.

**F. APPOINTMENTS TO BOARDS & COMMISSIONS**

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

1. Eleanor Mullin was sworn into the Arts and Letters Commission at tonight's meeting.
2. Henry Slay Jr. was sworn into the Board of Adjustment at tonight's meeting.

Mayor Crow thanked both citizens for their willingness to serve this community by volunteering to participate on the City's Boards and Commissions. He stated if there is anyone in the audience looking for a few things to do with their extra time, Council would be more than happy to nominate you to fill some of the vacancies on several of the City's commissions.

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

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

Ms. Ginsberg asked Council for their support with Trap/Neuter Return for U City's feral felines. She stated she and her neighbors rely on community cats to keep vermin populations in check and studies show T & R humanly stabilizes and reduces feral populations, effectively addresses neighborhood safety concerns, and successfully saves taxpayer dollars. St. Louis City, St. Charles City and St. Charles County Animal Control all have successful T & R policies. *(Ms. Ginsberg displayed a photograph of rats in her backyard)*

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

Ms. Liebesman stated Tom Bloomfield of the 3rd Ward started a wonderful post on *U City On The Record*, about how to spend the 10 million dollars in TIF Funds, and she would like to read some of his suggestions into the record.

1. Extend the Great Rivers Greenway from 170 along the south side of Olive to Midland. This would create a safer path for Ward 3 residents to walk to the development, connect North and South Greenway, and attract bikers and walkers to the small businesses along the Olive Corridor.
2. Purchase a \$200,000 Shot Spotter for two years to identify random gunshots.
3. Purchase or lease vacant lots to convert into community gardens. Pay for costs associated with building and maintaining the land and recoup some costs by subleasing the plots back to residents for \$25.00 a year.
4. Fund a ten-year tax abatement for owner-occupied housing in Ward 3 to keep owners in the houses.
5. Expand the City's Housing Rebate Program to a Housing/Rental Rebate Program for first responders and veterans who move into Ward 3.
6. Allowing officers to take their cars home would add another level of security for neighborhoods.
7. Create four-year scholarships for Ward 3 students to attend a trade school and establish partnerships with area trade schools and community colleges.
8. Hire a grant writer to assist the City in writing grants geared toward enhancing Ward 3; i.e., bus livability and pedestrian/bike safety grants.

**Posts from other residents:**

1. Build a youth activities park on the City-owned lot at 7315 Olive, similar to the one in St. Charles County.
2. Build an aquatic center similar to the one in Maryland Heights.
3. Provide additional funding for U City in Bloom to bolster the great work they do and the City's Recycling Program.
4. Hire a fundraiser for the Olive Development to ensure future sustainability.
5. Use some of the money for sidewalks.

**James Hoskins, 8026 Amherst Avenue, University City, MO**

Mr. Hoskins stated his daughter would like to decorate her home for the holidays but was uncertain about what to do. So she would like to know when residents could expect to be notified about a decision on the Olive/I-170 Development?

Mayor Crow informed Mr. Hoskins that this was not a question and answer session, but if he would leave his name and telephone number with a member of staff someone would get back to him with a response. He stated at this point, what he can say is that residents will be able to remain in their homes throughout the holiday season.

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

Ms. McGhee stated she is encouraged by the attention she has received regarding the problems she encountered with a large Sycamore tree planted at the base of her driveway. As a result, she would like to thank the City Manager, City staff, and her 3rd Ward representatives, who have all been instrumental in helping her resolve this issue. Additional asphalt has been poured and it now appears as though some repairs will be made to her driveway. Ms. McGhee stated she would also like to express gratitude to her neighbors who have been supportive throughout this entire process.

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

Ms. Pointer stated she thinks the way the Olive/I-170 project has been handled is absolutely ridiculous. This project, which has the potential to significantly impact this City in either a negative or positive fashion, should have involved significant community engagement, but that was not the case. She stated there were three TIF Commission meetings prior to the final vote and at each of those meetings hundreds of residents expressed opposition to this project. Unlike people who do not live in the 3rd Ward, those residents had concerns that did not involve beautification or Greenway paths. They had real concerns; people are losing their homes to foreclosures and tax sales. Residents in the 3rd Ward represent some of the most vulnerable populations, but they expect to be heard and have their fears addressed, not talked to in condescending tones or their concerns undermined.

Ms. Pointer noted some of the concerns and suggestions presented at the 3rd Ward meeting held last week.

- Better communication and outreach for Town Hall meetings; there were roughly (30) 3rd Ward residents in attendance.
- Creation of an Equity Board to address concerns of mistrust and act as an intermediary between the City, developers, and the residents to ensure that proceeds from this project are equitably and fairly distributed. *(They also suggested that this Board not be appointed by the City Manager or Council.)*
- Reassurance that their schools will not be impacted.
- Creation of an Advisory Committee with veto power to make certain that everything involving this project is properly vetted.
- Tax abatements and lower taxes to address issues associated with increased property values.

Ms. Pointer asked that Council not only take these concerns and suggestions into consideration but that they act on them, giving them the same weight that is customarily given to residents who have supported this project.

**I. PUBLIC HEARINGS**

1. Liquor License – 2 Thumps Up

Mayor Crow opened the Public Hearing at 6:50 p.m., and hearing no requests to speak the hearing was closed at 6:52 p.m.

**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

Councilmember Carr moved to approve all four items on the Consent Agenda, it was seconded by Councilmember Hales and the motion carried unanimously.

## **K. CITY MANAGER'S REPORT**

### **1. Appointment of Fire Chief - William Hinson**

Mr. Rose stated it is his pleasure to announce the appointment of William Hinson as the permanent Fire Chief, effective October 11, 2018. He stated Bill has done an outstanding job as the Interim Chief and he is being appointed to this permanent position with no reservations. Mr. Rose stated he would also like to publicly express his appreciation to his wife, Debbie, for her willingness to allow Bill to serve in this capacity. He stated the promise he has made to all of the public safety families is that to the best of his abilities, he will make sure that they come home safe.

William Hinson was sworn into office as the Fire Chief for the U City Fire Department at tonight's meeting.

Mayor Crow thanked Chief Hinson for his dedication to this community.

### **2. US Army Corps of Engineers –River Des Peres Update Study**

Mr. Rose stated this is a presentation by the Army Corps of Engineers to update Council on the study being conducted of River Des Peres.

Sinan Alpaslan, Director of Public Works, stated in 2016 staff conducted several Study Sessions and Council granted approval for the City's participation in this study; a copy of the Letter of Intent to participate in this study and the Intergovernmental Agreement between MSD and U City have been included in Council's packet. The Letter of Intent is necessary for the City to receive federal funding, if and when it becomes available, and the agreement contains MSD's commitment to reimburse the City for any local costs associated with this study. This agreement shall remain in effect until September 2019, unless an extension is deemed necessary. Mr. Alpaslan stated an update of this study is being presented by Shawn Sullivan from the Corps of Engineer's office.

Shawn Sullivan, Strategic Initiatives Coordinator for the Army Corps of Engineer, expressed appreciation for the opportunity to be here this evening to provide an update to a project located in this community known as the River Des Peres, MO, as identified in the Congressional authorization. He stated his last opportunity to come before Council on this matter was in 2016, and his responsibility with the Corps of Engineers is to identify where there may be existing technical or water resource challenges. And through that technical or water resource challenge identify the authorities that are in place and seek the federal funds or funding needed to implement a solution that solves the problem.

Since 2016, the Corps has been seeking federal funds, as well as a three-way partnership with the City and MSD, which provides an opportunity for the Corps to receive sponsor-contributed funds once Congressional authorization, is received.

Mr. Sullivan introduced Michelle Kniep, who is a colleague within the Corps of Engineers and part of the Corps Plan Formulation Section. Ms. Kniep will ultimately serve as the Technical Advisor for this planning study. Towards the end of this briefing, Mr. Sullivan stated he will be requesting Council's thoughts on how they would like to see this plan effectively move forward?

## **Background**

At the direction of Congress, the Corps 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 that the Corps was led to further investigate.
- This is a 10 square mile watershed that is densely developed, with significant land-use changes and numerous impervious surfaces.
- Records of flooding since the 1950's.
- Five times in the last seven years the river has been subjected to flash-flooding.

## **Study and Authorization History**

- Reconnaissance Report completed in 1980. This effort is used to determine if there is a federal interest to move forward.
- Feasibility Report in 1988. This report identified an implementable solution to address flood risks within the community.
- Chief of Engineers Report in 1989; Washington, D.C., headquarters. This report endorsed the Reconnaissance and Feasibility Reports and submitted them to the Assistant Secretary of the Army for Civil Works, who then submitted the report to Congress.
- WRDA (Water Resources Development Act) 1990 Section 101(a)(17) authorized project implementation; the enabling legislation that gives the Corps the authority to move towards a solution. *(Mr. Sullivan stated he is unaware of what happened between 1990 to 2004, other than the fact that the Corps was not funded.)*
- Channel enlargement and bank stabilization. From 1998 when the solution was identified, until the time the Corps was funded in 2004, significant changes had occurred within the watershed and river channel.
- Project Cost: \$21 million.
- FY2004 the Energy and Water Development Appropriations Act included funds for a General Reevaluation Report.
- Design Agreement executed between the Corps and University City dated 30 June 2004. *(The Corps can only move out to the capability of their non-federal sponsor. So if the non-federal sponsor can only afford (X), then the Corps will only request (X). As a result, this was a slow-moving effort.)*
- Initiated General Reevaluation Report in 2004 and continued through 2009.
- Federal allocation for GRR \$554,441 (2004-2010).
- City provided \$184,813.
- City requested suspension of the study in January 2011 due to funding constraints. This study was placed on hold from 2011 until 2014.

In 2014 the City reengaged the Corps; initiated meetings, and made subsequent funding requests through the Corps normal budgetary process to Congress, but did not see any traction. So the next step was to look at sponsor-contributed funds which were offered by MSD.

## **Project Area 82nd to Purdue**

Mr. Sullivan displayed a map for Council delineating 82nd Blvd. to Purdue Ave. The area outlined in green identifies the five-year floodplain which has a 20% probability of a flood occurring in any given year. The area outlined in red has a 1% probability of a flood occurring in any given year.

- 1 of 97 structures located in the 5-year floodplain; primarily all residential.



- Within the red zone, there are 275 homes at-risk.
- September 2008 residual effects from Hurricane Ike caused significant flooding (2 deaths) across the street from the home depicted on the slide.
- There have been 5 major floods within the last seven years in this location.
- An engineering analysis identifying the exact level of inundation that would occur as a result a 20% or five-year flood occurring at the home depicted on the slide would have 2 feet of water within the first-floor living space. A 100-year flood event would result in 8 1/2 feet of water.

### **Path Forward**

- Receive validation from the City that this study remains a priority.
- Obtain Letter of Intent from the City, identifying that the study remains a priority; that the City is willing and financially capable of a cost-share should federal funds become available.
- The Corps & City need to prepare should Federal funds become available.
- MSD is committed to funding the GRR through completion.
- MSD and City executed an Intergovernmental Agreement valid through September 28, 2019.
- Intergovernmental Agreement can be amended to extend the terms (if needed).
- Complete GRR (Not to exceed 3 Years from receipt of funding). Once the Federal Government makes a decision to invest in a study that funding will continue until it is completed.
- GRR will provide a recommended plan to Congress.

### **7-Year Outlook**

- Reauthorization from Congress (2 years after GRR completed)
- Appropriation of Construction Funds (2 years after authorization).
- Project design and construction (1-2 years after appropriation) cost-shared 65% Federal and 35% non-Federal.
- City acquires all necessary real estate and can be credited towards your cost share.
- City responsible for O & M that may result from the project as well as any necessary repair, rehabilitation, and replacement activities for as long as the project remains authorized.

Mr. Sullivan stated both he and his colleague have provided their contact information for Council in case there are any questions after the meeting.

Councilmember Carr asked Mr. Sullivan if he anticipated that the new study would include buy-outs as opposed to retention and the rerouting of River Des Peres as recommended in the initial study? Mr. Sullivan stated he thinks that consideration must be given to every option. From the standpoint of the original plan, relocating or altering the channel is a solution that based on the conditions or changes in the watershed could potentially induce flooding downstream. There is also what they refer to as "*A suite of nonstructural measures,*" which could include the acquisition of property and relocation of residents or flood-proofing these homes by creating a protective barrier around the parameter. However, if residents are getting 2 feet of water in your first-floor living space during that five-year flood event, they may not want to be locked into a home surrounded by water. Another possibility could be to elevate the homes so that the first-floor living space is above the anticipated flood elevation; although there would still be water when you stepped outside your door. In the end, what dictates is the velocity and depth of the water.

Councilmember Carr asked if there was an anticipated cost for the entire project?

Mr. Sullivan stated it would depend on the specific suite of measures identified to reduce the risk, so right now it's too early to tell. However, in 2013 the Corps did a Limited Economic Evaluation, and the total project cost for the acquisition of properties would be in the magnitude of 25 million dollars. And with the City being responsible for 35%, that would be roughly 9 million dollars.

Councilmember Cusick asked who is ultimately responsible for maintaining River Des Peres?

Mr. Sullivan stated that the river encompasses many jurisdictions. The way the regulations are established, Congress has entrusted the Corps of Engineers to regulate Section 404 of the Clean Water Act, which means that after the issuance of a permit, they are allowed to place fill into the river; if you discharge water into the river that requires an authorization from the State under Section 402. And because MSD has a level of jurisdiction with respect to local floodplain administration, they could have a say as to what kind of materials go into the floodplain; in addition to the local floodplain ordinance. Councilmember Cusick asked who is responsible for repairing the erosion that occurs near someone's home? Mr. Sullivan stated as it relates to stream-bank erosion, his experience has been that it has fallen on the shoulders of the City. He stated he has had two engagements with members of U City staff to evaluate areas where there has been stream-bank erosion to see if the Corps had any authority to assist and the conclusion was that the Corps authority was not applicable for those locations. MSD can provide assistance with stream-bank stabilization if there's an impact to the stormwater or utility infrastructure they operate and maintain. But ultimately, the responsibility falls to the landowner, unless the City has some level of public infrastructure that it needs to maintain from an integrity standpoint.

Mayor Crow thanked Mr. Sullivan and Ms. Kniep for joining Council this evening.

### **3. Metropolitan St. Louis Sewer District Letter of Intent**

Mr. Rose stated staff has been working with MSD for several months to create the framework that will allow them to move forward with the installation of sewer tanks and is recommending that Council approve this Letter of Intent.

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

Councilmember Carr asked when will the City be apprised of whether MSD and the City will be able to move forward in this direction? Mr. Rose stated representatives from MSD are here tonight and can probably share their insight on the status of this project.

Brad Nevois, Assistant Director of Engineering at MSD, stated the Letter of Intent indicates that MSD will keep the City apprised of future actions, and after the Intergovernmental Agreement is signed the first step is to start geotechnical borings. Mr. Nevois stated as previously mentioned, it will take MSD about one year to gain a better understanding of the process, and the City will be notified once they have obtained an analysis of the borings. However, in the interim, please do not hesitate to contact him with any additional questions or concerns. He stated the final design will evolve over time because the one thing they've learned is that this is going to be a lengthy process requiring significant public engagement.

Voice vote on Councilmember Carr's motion carried unanimously.

#### 4. MSD Easements

Mr. Rose stated staff is recommending that Council consider the approval of easements for the sewer infrastructure project conducted by MSD. The 82nd Street to I-170 sanitary relief project consists of approximately 6,000 linear feet of 18 to 30-inch sanitary sewer infrastructure located within Olivette and U City, in the U City watershed of the Lemay Service area. 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 construction sanitary sewer overflows.

Councilmember Carr questioned how U City would accommodate the additional sewage being brought in by this project when the next steps have yet to be completed? Mr. Nevois stated this project is to build a bigger sewer, much of which will be located in a tunnel. The intent is to make a bigger sewer conveyance system that conveys sewage more efficiently; helps reduce basement backups, and remove sanitary sewer overflows from streams in the area. Councilmember Carr stated although she understands the intent, her concern is that this system will be bringing more water from Olivette and maybe even further, into U City. Mr. Nevois stated sewage is already coming from that direction. This project is to make a new and much larger sewer that conveys the sewage in a more efficient manner.

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

#### L. UNFINISHED BUSINESS

##### *BILLS*

1. **BILL 9365 -- 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.** Bill Number 9365 was read for the second and third time.

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

Roll Call Vote Was:

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

**Nays:** None.

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 second and third time.

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

Councilmember Clay stated he wanted to acknowledge Councilmember Hales for coming up with a creative solution to address this issue, which the Petitioner and others associated with the church have been wrestling with for some time now. This truly highlights the fact that even though some of this was born out of a minor disagreement between himself and Councilmember Hales, Council was able to take that disagreement and work even harder to come up with a better solution than either party could have come up with on their own.

Councilmember Clay stated he would also like to acknowledge Councilmember Smotherson, for his contributions.

Citizen's Comments

**Mildred Pettiford, 8333 Fullerton Avenue, University City, MO**

Ms. Pettiford thanked everyone who had a role in making this Ordinance come to fruition. She stated she appreciates Council's patience; especially Councilmember Hales, who she started out with over a year ago at the Traffic Commission meetings. Ms. Pettiford stated she is anxious to hear about the next steps and the church would be more than happy to provide any assistance if needed.

Roll Call Vote Was:

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

**Nays:** None.

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 second and third time.

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

Roll Call Vote Was:

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

**Nays:** None.

**M. NEW BUSINESS  
RESOLUTIONS**

*Introduced by Councilmember Carr*

1. **Resolution 2018-15 – FY19 Budget Amendment No.1.** The motion was seconded by Councilmember Carr and carried unanimously.

**BILLS**

*Introduced by Councilmember Carr*

2. **BILL 9368 – AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT WITH ST. LOUIS COUNTY, MISSOURI FOR NEXT GENERATION 9-1-1 SERVICE.** Bill Number 9368 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 Clay stated that the Senior Commission met last Monday and much of their discussion focused on the topic in tonight's Study Session; the ITN Gateway Program; its progress, and how to measure performance going forward. The other agenda item dealt with providing support for senior citizens on Election Day.

There are a number of organizations that will be providing rides to the polls for seniors, which includes many of the City's local churches who will be providing this service for members and non-members.

He stated this is a fairly lengthy ballot that includes a number of Constitutional amendments and propositions, and to walk in cold might be somewhat of a frustrating voter experience. So, if you have an opportunity to look at the ballot in advance and can work with someone you anticipate may have some challenges during this process, he would strongly encourage you to do so.

3. Boards, Commissions, and Task Force minutes

4. Other Discussions/Business

a) **Washington University**

*Requested by Councilmembers Cusick and McMahon*

Councilmember Cusick stated on March 24, 2014, the Mayor and Council approved Resolution 2014-3, authorizing the establishment of a University City Advisory Board on Washington University. The Advisory Board consisted of fourteen members all appointed by the Mayor and Council. A copy of that report has been included in Council's packet.

He stated he would like to read into the record page 2 of the Resolution.

The charge to the Committee was to *"Examine Washington University's tax-exempt properties in U City and make recommendations to 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 broken down into five categories and assigned to subcommittees.

1. How much tax revenue is lost to U City taxing entities because of the tax-exempt status of Wash U properties?
2. What tax does Wash U provide to U City taxing entities? What does Wash U provide to U City taxing entities that can be measured in dollars?
3. What in-kind services does Wash U provide to U City taxing entities, and are there intangibles that Wash U provides to U City taxing entities?
4. How does the U City taxing entities' relationship with Wash U compare with the relationship between other cities with comparable universities who have large tax-exempt property holdings?
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?

Also from the report, much of the work of the U City/Wash U Advisory Committee was done by these subcommittees. Subcommittee members invested hundreds of hours gathering data and consulting with experts and the relevant policy literature. That report was finalized and submitted to the U City Council on July 30, 2015. The report contained eight recommendations which were to his knowledge, never discussed or followed up on. Councilmember Cusick read some of the Committee's recommendations:

1. Negotiate a pilot;
2. Collaborate with Washington U to spur private development and boost the tax base;
3. Negotiate transfers of real property;
4. Cost-sharing for municipal infrastructure projects;
5. Service assessments;
6. Zoning law restrictions;
7. Address parking issues created by students, and
8. Transparencies in the IBA Heidelberg Model.

Currently, U City residents are faced with the responsibility of paying increased property tax with every property that is removed from the City's tax rolls by Wash U. This shortfall in revenues for U City creates deficits and cripples the City's ability to provide necessary, adequate, reliable, consistent, and immediate services to its community and residents. It also needs to be stated that while U City did pass its current fiscal year budget, balanced, it is because services had to be cut. The repair of roads, sidewalks, and other infrastructure needs have been delayed while scrimping and scraping to come up with a viable option for its Police Department. As every penny counts, the City must maximize what little it has.

U City is attempting to support its bottom line and Council has successfully created a TIF District to help with economic growth. Councilmember Cusick stated U City residents are underwriting the higher education of the Wash U students, and he cannot stress enough that this is what this is all about. Students come from around the world and the United States. Many of these students will come to Wash U, receive their four-year degree and leave. How does that benefit our local communities?

### **What We Have Lost**

According to page 4 of the report;

- Washington University's tax-exempt property in U City, if taxed, would generate 1.61 to 1.86 million dollars in local property tax revenue, rising in 2018 to 1.87 to 2.16 million dollars.
- In the period from 2005 to 2015, the City had an estimated loss of revenues of 16.1 to 18.6 million dollars.
- Estimates for the lost tax revenue for the periods of 2015 to 2025 would be 18.7 to 21.6 million dollars.
- ❖ *These are only estimates. The actual amounts could be marginally different; especially considering that Wash U property ownership may have been increased further between 2015 and 2018, and 2019. The report further states that with increased property acquisition and further scheduled development of other Wash U projects in U City the annualized loss in tax revenues could increase.*

Councilmember Cusick stated this twenty-year period is a staggering; albeit estimate, of 34.8 to 40.2 million. This is what U City residents have lost over a twenty year period to underwrite the higher education of many thousands of students. Furthermore, the report states that the cost of providing services to those same Wash U owned properties; in essence, the students living in those areas, is staggering. According to the U City/Wash U Report, page 52, the 2015 U City budget was 33.7 million dollars.

- If you use the per capita approach for expenses per Wash U students with an estimated 1400 students; (*It's important to read the report to find out why this number was used*), then the per capita expense by U City for Wash U students is 1.34 million dollars, based upon a per capita of \$954.00 per student.
- When you look at the school district expenditures the per capita amount is \$1,256.00 per student.
- Added together; again utilizing the per capita formula, the expense allocation for Wash U students that the City is not collecting, is 3.9 million dollars.
- If you utilized the proposed valuation method based upon non-taxable properties owned by Wash U and U City then the expenses would be U City Government losses of 1.28 to 1.51 million dollars.
- The school district expenses; 1.68 to 1.98 million dollars.

- The total, based on the valuation method of expenses would be 2.96 to 3.49 million dollars per year.
- Thus, either by the per person or per property valuation method Wash U's tax-exempt property and residents could be allocated approximately 1.4 million dollars annually to the City budget spending.
- An additional 1.8 million annually could be allocated for school district spending.
- Allocated City and school district costs would then be a total of 3.2 million dollars.

Councilmember Cusick stated there are four areas he thinks the City should concentrate on based on the Committee's recommendations:

1. Pilot Program; payment in lieu of taxes
2. Parking Issues created by students in our neighborhoods
3. Zoning Law Restrictions; (*Webster Groves has run boundaries around Webster University, creating an Educational Campus District*)
4. Transparency; we need a frank and open dialogue with Wash U concerning their future plans

Councilmember Cusick stated the U City/Wash U Report from 2015 is comprehensive in its scope, and therefore, he does not believe that another report or task force to explore the same issues would be of any benefit. He stated these findings are in front of us and the recommendations contained in this report should be addressed in earnest. Councilmember Cusick stated U City has a unique relationship with Wash U; unlike that of our neighbors. No other municipality in St. Louis County is impacted in the same way as U City. This City values and appreciates having Wash U as its neighbor, however, they need to do more. Wash U needs to understand the impact on the City's fiscal budget created by the removal of so much taxable property. And U City needs to start seriously considering Zoning Ordinances. How long will this City allow Wash U to continue purchasing property; specifically in the Delmar Loop, which is its economic backbone? U City must take steps to ensure that the Delmar Loop remains a part of this City and that it does not become another campus designation for Wash U.

Councilmember Cusick asked his colleagues for their thoughts on the proposed recommendations?

Councilmember Carr stated one thing that was not mentioned but should be addressed, is compliance with the City's code. She stated over the last seven years what she has noticed is somewhat of a pattern; Wash U asks for something; their request is granted; we find out that it really was not sanctioned by the Code, and then the Code is amended. There are many residences in U City where more than three unrelated people live; both in Wards 1 and 2. And if the City would simply start enforcing that Code or redesignated those single-family homes to dormitories, it might provide the City with some other alternatives. Councilmember Carr stated at this point, she feels much more comfortable taking the necessary actions to make sure the City has done everything it can do with respect to zoning and any restrictions that fall within its realm of authority because in her opinion, doing so demonstrates a serious sense of purpose. So she would like to thank her colleagues for bringing this issue forward.

She stated to bring everyone up-to-date, when the report was first issued Council had a Study Session, a presentation, and thereafter, the report mysteriously disappeared from the City's website. It was not until Ms. Reese was hired last year, that she asked Ms. Reese if she could locate the report; which deals with the acquisition of land starting anywhere between 2005 to 2007, and make sure that it was readily available.



Another thing of importance is that each member of Council was given the opportunity to appoint two individuals to this Task Force; and keep in mind that it was a Council comprised of seven folks that were not necessarily in agreement. As a result, there was a broad range of appointees who brought diverse positions and opinions to the table. And although Wash U was invited to participate, their only role was to present the Task Force with what they perceived as their contributions to U City. Councilmember Carr stated even though Council accepted this report, no serious considerations were ever given to the recommendations. In fact, she would venture to say that only a few members of Council even read the report. However, if you read the report, she thinks you would be very surprised at just how comprehensive it is, even as it relates to their acknowledgments; which she would like to read into the record.

*"First we would like to thank Keith Cole, Assistant Director of Finance at University City for his help and patience in arranging meetings, taking minutes, taking notes, and tracking down information. This included many nighttime 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.*

*Councilmembers Paulette Carr and Steve Kraft served as the liaisons between the UCWC 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."*

Councilmember Carr stated she truly hopes that all of the Task Force recommendations will be considered and examined to determine how they can be addressed.

Councilmember Hales stated he agrees with much of what was said by Councilmember Cusick and would thank both members for bringing this report forward. The report is incredibly detailed and very well done, which clearly demonstrates that members of the Task Force spent a lot of time and deliberation on this matter. The problem is that it is more than three years old and things have evolved since then, so at this point, he is not prepared to say that another study would not be necessary. In his opinion, the report requires an ongoing look and this is the first step.

Councilmember Hales stated while he understands that everyone is probably a little tired of the fact that there have been multiple Study Sessions; although obviously there have been important things that needed to be covered, when you go through this 62-page report it actually warrants a thorough deliberation by Council. So his suggestion is that the next step is a Study Session because it's very likely that where we were and where we are, are two different things. He stated he is in agreement with pretty much all of the recommendations as being avenues the City needs to look at and have conversations about. And while he thinks the most constructive thing to do would be to invite Wash U to the table during these conversations, he believes Council should first do their part by going through this report and figuring out what their next steps are moving forward.

Councilmember McMahon thanked Councilmember Cusick for moving this issue forward and noted his agreement with much of what has been said by Councilmember Hales. He stated from a broad brushstroke it seems as though we start to comingle ideas whenever we talk about these issues with Wash U, so he thinks one of the steps moving forward is to prioritize each recommendation. Are all of them things we need to revisit or are there some recommendations that we have enough information on at this point where we can move forward?

For example, the parking issues; do we know what they are? Is there enough information to find a comprehensive rather than fragmented solution that benefits all of this City's neighborhoods? Taking a phrase from Councilmember Carr; we need to find the low-hanging fruit, get to work on those, and then maneuver our way through the rest.

Councilmember Clay thanked Councilmember Cusick for bringing this issue forward and noted his agreement with Councilmember McMahon's suggestion about there being some things Council can act on now. Addressing those things may help Council determine whether or not further study is needed. However, should that be the case, he would humbly suggest that Wash U be sought out in partnership, to help pay for any studies that might be needed.

Councilmember Clay stated he is aware that oftentimes the everyday challenges with Wash U manifest themselves more dramatically in the 1st and 2nd Wards. But when discussing this with Councilmember Smotherson they both concluded that even though the day-to-day challenges may not be as relevant, there are tremendous opportunities in the 3rd Ward. As more folks from Wash U move into the 3rd Ward it has become apparent to them that there is a definite vested interest for Wash U to maintain support with U City and the 3rd Ward. Councilmember Clay stated he thinks there is a real opportunity; especially with the new Chancellor coming on board, to articulate some of the things outlined in the report and perhaps, find some unique ways to support some of the efforts being undertaken by the City in the 3rd Ward.

Mayor Crow stated having read the report his opinion is that these citizens did a superb job of walking through an extremely complex situation, and he is very impressed by their dedication. But for him, the vast majority of this is simply about fair share; asking our neighbor to pay their fair share, whether it's police, fire or parking. Because the questions he would pose to this neighbor is when you charge as much as you do for daily parking in your facilities did it not cross your mind that students would opt to park on U City streets for free? And when they park on U City's streets for free, that the residents who pay taxes would have no place to park? When the police and fire come to his house, it's his yearly tax dollars that pay for that service. But what does Wash U pay for their students who live in this City and utilize those services? He stated when you think it through it's merely a logical progression. Mayor Crow stated his belief has always been that this relationship was going to be a little crunchy at times, and thinks it is time for this City to start asking the questions that need to be asked, like housing opportunities in the 3rd Ward. And one of the best ways to leverage TIF dollars is by asking Wash U to help this City increase home ownership in the 3rd Ward.

So as a pathway forward, he would agree that this is probably the type of subject matter for a Study Session on another evening or afternoon besides Monday night at 5:30. Because it is going to take more than an hour to work through some of these issues, and moving forward, this Council owes it to themselves and the people who elected them to take this matter seriously. Mayor Crow stated whether there is a need for the study to be updated, is something Council should look to the City Manager and his staff for guidance; especially Keith, who has insights about the original study. And while he would also agree that this is a definite opportunity to make outreach to Wash U, he would suggest that Council conduct at least one Study Session, before year-end, to initiate an open dialogue that places the City in a position to advance some of these issues. Mayor Crow thanked Councilmember Cusick and stated unless there is an objection, he would ask the City Manager to schedule a Study Session within the next 30 to 40 days.

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

**Gary Gaddis, 702 Radcliff, University City, MO**

Mr. Gaddis stated he would like to hopefully initiate a discussion toward the Council adopting a Resolution in support of an organization called American Promise. American Promise is a nonprofit, nationwide organization, active in all 50 states, with the goal of adopting a proposed 28th Amendment to the Constitution overturning the Robert's Court of Citizens United Decision which states that corporations are people and that limiting corporate contributions is a limitation on free speech. He stated the reason he has approached Council is that over 800 municipalities have supported a Resolution in support of the goals of American Promise. Mr. Gaddis stated he has a handout that he would like to share with Council outlining a map of the U.S. and the 800 municipalities in support, and he would like U City to add its voice to the growing list of cities that endorse the principles of American Promise, which includes the City of St. Louis and Kansas City, MO.

Anyone who has ever contributed politically to a campaign knows that when you make an above-board contribution one must state one's occupation and employer, but that is not required for dark money contributions. 2014 data shows that in 91% of the cases the candidate for office that was receiving the most financial support won, and he thinks that goes against the one-person, one-vote principle to some degree. He stated he is also going to circulate a petition which states the exact wording of a Proposed Resolution that he would hope after some discussion and consideration Council would adopt. Thank you for your time and thank you for your service. (Mr. Gaddis asked that a copy of this written comments be made a part of the record.)

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

Ms. Adams stated she attended the October 16th, 3rd Ward meeting that was published as an opportunity for citizens to tell this Council what terms citizens wanted to be included in the Developer's Agreement for the Olive/170 Development. She stated that she was both surprised and concerned when one of the lawyers hired by Council to negotiate the agreement stated that *"The City has no control over what the developer does"*. Next, both of the 3rd Ward Councilmembers stated that the terms of the contract are determined by the City Manager. And the City Manager then states that the terms will be determined by staff. None of these statements are true. The whole purpose of negotiating a contract is to hold the developer accountable for the promises he's made to this City and its residents. And Council has ultimate responsibility for whatever terms are in that agreement. So make no mistake, we, the taxpayers, will hold you seven accountable if you do not insist that the terms of the Developer's Agreement include adequate remedies and recoverable damages if the developer does not fulfill its promises to the citizens of U City. Ms. Adams stated there are two lawyers on this Council, and while she is not aware if Mayor Crow has any experience in enforcing contract law, she does know that Councilmember McMahan does. He knew to withhold the \$100,000 insurance check from his contractor when he believed that his performance had not been in accordance with the contract he had personally negotiated. So there is absolutely no excuse for this Council to punt the ball to either the City Manager or staff.

A typical contract will contain per diem penalties for missing deadlines, callbacks for using substandard materials, poor workmanship or other material breaches. And she would suspect that taxpayers have paid thousands of dollars for special counsel to negotiate and draft the Developer's Agreement. They have also paid thousands for the PGAV Study that simply accepted the Developer's calculations and then issued a disclaimer for its accuracy. So maybe that lawyer was right. And this Council has abdicated its authority to the developer and simply signed-off on any agreement presented to them and passed any blame for failure onto the developer.

This is the very reason why citizens are fighting so hard for a CBA because they have good reason not to trust that this Council will advocate for their individual rights. And contrary to what some on Council have alleged, Council does not have a "mandate" to turn over large portions of the 3rd Ward to some developer, and this issue was not debated during the last election. She stated the first few times she heard members of Council state from the dais that they were elected to make major changes to this City, she let the hyperbole go. But for the record, there is no mandate here. And an individual's appointment to Council does not translate into any mandate to force people out of their homes and businesses in favor of a Costco or any other commercial enterprise.

Ms. Adams stated she is also not aware of any efforts by this administration to display the portraits of Mayor Welsch and Lehman Walker. She stated she can recall that shortly after the 2010 election some members of Council adamantly demanded that the portrait of Julie Feier was hung; even though she had served for a relatively short time; was extremely controversial, and the subject of a citizens' drive for a State audit. Therefore, she believes it is incumbent upon the City Manager to see that the portraits of the former City Manager and Mayor be commissioned and hung in chambers in the very near future. *(Ms. Adams asked that her written comments be made a part of the record.)*

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

Mr. Fox stated he would like to provide some underlying details obtained from research he had conducted on the out of balance relationship that exists between U City and Wash U. In his opinion, there is a misunderstanding; largely predicated on the belief that property owned by Wash U is exempt from property taxes by virtue of the fact that they have been granted federal status as a non-profit entity. However, based on a review of the MO Statutes he would assert that this assumption is incorrect.

Section 137.100, Subsection 5; which addresses tax exemptions, does identify schools and colleges as being exempt from tax, but what it further states is, *"The exemption herein granted does not include real property not actually used or occupied for the purpose of the organization, even though the income or rentals received therefrom is used wholly for religious, educational, or charitable purposes"*. Therefore, he would submit that Wash U would fall under this category since it charges its students for room and board at these real properties, and as such, generates income as described in this exception to the exemption. Based on that exception, the City should consider taking measures to begin appropriately collecting property taxes.

Mr. Fox stated after working for several governmental, charitable and political entities categorized by what the IRS terms as tax-exempt, he believes there is an antiquated notion that federally exempt entities are also exempt from state and local taxes. And there are several states that do not exempt entities from sales tax, specifically our neighbor to the west, Kansas. The University has a healthy endowment, of which a significant portion is probably categorized as unrestricted, that can be used to fulfill their obligation to the City if it decides to begin collecting taxes; as it should, if it is permissible under the law because they unduly benefit from the status quo.

#### **O. COUNCIL COMMENTS**

Councilmember Smotherson stated he would like to remind every one of the following 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.
- 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.

He stated that he would also like to seek the Mayor's permission to read the Proclamation of Mr. Jeffrey Anderson, who is not only a classmate of his but a very, very good friend.

Mayor Crow stated he and the City Clerk have researched several neighboring municipalities and what they determined is that U City; a population of roughly 30,000, has the same number of Boards and Commission as the City of St. Louis, which has a population of 350,000 people. *(There are 20 Boards and Commission in U City.)* He stated that they were unable to find any city in St. Louis County that has as many commissions as U City; which does not include some of the other Boards like EDRST. Richmond Heights has four commissions; Olivette has nine; Maryland Heights has eleven; Chesterfield has sixteen; Clayton has fourteen and Wild Wood has fifteen. He stated that the City Manager has been diligently reviewing these Boards and Commissions, and as Council struggles to find volunteers to participate, it's obvious; at least to him, that a proper review of their structure is needed. And on a side note, they are still in need of a mechanical engineer for an appointment to one of the Boards that requires this type of expertise.

Mayor Crow stated he always appreciates receiving little tutorials on Council's responsibilities. But he can assure everyone that he has asked for claw-backs; understands the necessity to incorporate per diem penalties and has no qualms with utilizing either of the two. However, he is still trying to figure out why neither of these provisions was included in the Gateway Contract?

Mayor Crow stated the Municipal Park Grant Commission has awarded a \$525,000 grant for Fogarty Park; the largest single grant ever given by the Commission. So he would like to congratulate the City Manager and his staff on this accomplishment.

And finally, his last comment would be: please go vote.

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

Councilmember Hales moved to go into a Closed Session; it was seconded by Councilmember McMahan.

Roll Call Vote Was:

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

**Nays:** None.

**Q. ADJOURNMENT**

Mayor Crow closed the regular City Council meeting at 8:21 p. m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 8:48 p.m. and the meeting was adjourned at 8:50 p.m.

LaRette Reese,  
City Clerk

<https://goo.gl/XH8BNT>

October 22, 2018

Honorable Mayor and City Council,

I'm here to ask you to support Trap Neuter Return (TNR) for UCity's feral felines.  
(1 & 2)

My neighbors and I rely on our community cats to keep vermin populations in check.  
(3, 4, & 5)

Studies show:

TNR humanely stabilizes & reduces feral cat populations, (6)  
effectively addresses neighborhood safety concerns, (7 & 8)  
and successfully saves taxpayer dollars. (9, 10, & 11)

Across the country, colony euthanasia is being replaced with Trap Neuter Return.  
St. Louis City, St. Charles City & St. Charles County Animal Control all have TNR  
policies. (12, 13, & 14)

Please support Trap Neuter Return for UCity's feral cats too.

Thank you.

Aren Ginsberg  
430 W Point Ct

<https://drive.google.com/drive/folders/19-w-eb81NfqCc41FRJXGuTWCUGgKXaQi?usp=sharing>

## Council Comments – October 22, 2018

I attended the October 16 Third Ward meeting that was published as an opportunity for citizens to tell this Council what terms citizens wanted included in the Developer's Agreement for the Olive/170 Development . I was both very surprised and very concerned when one of the lawyers this Council hired to negotiate the Agreement stated that the City has "no control over what the Developer does..." Let me repeat that for emphasis: one of our lawyers stated that the City "has no control over what the Developer does..." Of course, this Council has control over what the Developer does and does not do. That is the whole purpose of negotiating a Contract; to hold the Developer accountable for the promises he has made – to you and to me.

Both of the Third Ward Councilmen stated that the terms of the Contract are determined by the City Manager. The City Manager then states they will be determined by the staff. Neither statement is true. This Council has the ultimate responsibility for whatever terms are, or are not, in the Agreement.

Make no mistake, we taxpayers will hold YOU accountable if you do not insist that the terms of the Developer's Agreement include adequate remedies and recoverable damages if the Developer does not fulfill its promises to the citizens of UCity.

There are two lawyers on this Council. I do not know if Mayor Crow has any experience enforcing contract law, but I do know that Mr. McMahon does. He knew to withhold a \$100,000 insurance check from his contractor when he did not believe that his contractor performed in accordance with the contract he personally negotiated. There is an extensive public legal file at the Courthouse that demonstrates that Mr. McMahon is very well versed in contract law. There is absolutely no excuse for this Council to punt the ball to either the City Manager or the staff. A typical contract will contain per diem penalties for missing deadlines, clawbacks for using substandard materials and workmanship or other material breaches.

We taxpayers have paid, (I suspect thousands of dollars but am waiting for a response to my Sunshine request) for Special Council to negotiate and draft the Developers Agreement. We



have also paid Thousands for the PGAV study that simply accepted the Developer's calculations and issued a disclaimer for its accuracy. So, maybe the lawyer is right and this Council has abdicated its authority to the Developer.

This Council is projecting that it will simply sign off on any agreement presented to them and then pass any blame for any failure on to the Developer. This is the very reason many citizens are fighting so hard for a CBA. We have good reason not to trust that this Council will advocate for our individual rights.

Contrary to what some on Council have alleged, you do not have a "mandate" to turn over large portions of the Third Ward to some developer. Even though some of you have been planning this development for over 2 years, this issue was not debated during the last election. The first few times that I heard any of you state from the dais that you were elected to make major changes to our City, I let the hyperbole go. It is fair that you take a victory lap since you have been working for 8 years to undermine the Welsch/Walker Administration. But, for the record, there is no mandate here. Some of you are in office by default because UCity politics has become a blood sport and many qualified citizens will not engage with you in that process. Some of you are in office by appointment. And the one who had an opponent during the last election won by just 22 votes. That does not translate into any mandate to force people out of their homes and businesses in favor of a Costco or any other commercial enterprises.

On a final note, I am not aware of any effort by this Administration to create the portraits for Mayor Welsch or Leman Walker. I recall that shortly after the 2010 election some of you adamantly demanded the portrait of Julie Feier, even though she had served for a relatively short time and was extremely controversial and the subject of a citizen-driven State Audit. I believe it is incumbent on the City Manager to see to it that the portraits of the former City Manager and the Mayor be commissioned and hung in Chambers in the very near future.

Respectfully submitted,

  
Jan Adams, 7150 Cambridge Ave.

**UNIVERSITY CITY COUNCIL  
STUDY SESSION  
5th Floor of City Hall  
6801 Delmar  
October 22, 2018**

**1. Meeting Called to Order**

The City Council Study Session was held in the Council Chambers on the fifth floor of City Hall, on Monday, October 22, 2018. Mayor Crow called the Study Session to order at 5:30 p.m.

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

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

Also in attendance was City Manager, Gregory Rose; City Attorney, John F. Mulligan Jr.; Director of Public Works, Sinan Alpaslan; Project Director, Jenny Wendt; Interim Planning Director, Rosiland Williams, and Senior Services Coordinator, Marcia Mermelstein.

**2. Changes to Regular Council Agenda**

Hearing no changes to the Regular Council Agenda, Mayor Crow asked Mr. Rose to proceed with the presentation of items for this session.

**3. ITN Gateway Update**

*Requested by the City Manager*

Mr. Rose stated as a part of this fiscal year's annual operating budget, the Mayor and Council allocated \$5,000 for ITN Gateway scholarships; with the caveat that performance measurements be developed. An update on that requirement will be presented tonight by Interim Planning Director, Rosalind Williams.

Ms. Williams stated a copy of the memorandum she is about to discuss has been provided to Council.

In 1995 the ITN Gateway Program was initiated in St. Charles and has since been introduced in several neighborhoods throughout the St. Louis area. This year the program was initiated in U City, along with a \$100.00 scholarship for seniors with limited incomes or extraordinary needs. The service operates 24 hours a day; will take riders anywhere and provides arm-to-arm/door-to-door service for a minimal fee. Ms. Williams stated although direct questions regarding an applicant's income have been excluded from the application to encourage participation, surrogate measures were established to assist with making a needs assessment. There are approximately 35 scholarships available.

Performance measures include:

1. The number of participants utilizing a scholarship;
2. The number of rides a scholarship recipient takes;
3. The various destinations being requested;

4. The recipient's feedback on the quality of service rendered;
5. Success of the marketing program; newsletters to seniors, and
6. Whether recipients continue to utilize the service after their scholarship funds have been exhausted.

Ms. Williams stated the goal is to introduce this ridership alternative to individuals who customarily would not have used this mode of transportation based on the cost.

Mr. Rose stated the performance measurements being proposed are identified on page 2 of the memo, so if Council has any questions regarding how staff is proceeding with this program or the measurements, please do not hesitate to contact them.

Councilmember Carr stated unless a recipient only takes a limited number of rides \$100.00 is really not going to last very long. So her thinking is that perhaps, there should be some way to garner feedback sooner because you could miss out on collecting it from the vast majority of riders if you wait six months; especially if they decide that they can no longer afford the service.

Senior Services Coordinator, Marcia Mermelstein stated the short answer is yes; although she is not exactly sure she has a clear understanding of the question being asked. If the question is premised on your belief that waiting six months to collect feedback is too far out because most riders will have exhausted their funds, then the answer is that in order to garner that feedback sooner, she would have to access the evaluation tool utilized by ITN and provide it to riders.

Councilmember Carr stated if a rider is using a City scholarship she thinks that after two or three rides, they would be willing to help staff evaluate whether this program has been effective. Because if we wait for ITN to do it in six months and that rider has already exhausted their scholarship funds they may never receive a response back to their evaluation. Ms. Mermelstein asked Councilmember Carr how many months out would she like her to collect the data?

Mr. Rose stated he would imagine that staff could produce a tool that would allow them to conduct a monthly rider survey to address Councilmember Carr's concerns. Ms. Mermelstein stated that they could.

Councilmember Carr stated the proposed measurements do not provide her with a clear picture of how this service is really being used, so she would also suggest that the survey include questions like; how frequently do you use this service or how far do you usually travel? She stated her assumption is that this same proposal will come before Council again, during the next budget review; which is roughly eight months from now, so she would like to at least have some information on how efficacious this program is and what kind of a reach it actually has to the senior and vision limited community. Ms. Mermelstein stated most of the scholarships have already been awarded, so would the first of each month be okay, starting with December 1st? Councilmember Carr stated she thinks the December date would be a good time to start the survey because it would allow staff the time to develop the survey.

#### **4. Solid Waste Rate Study Update**

Mr. Rose stated if you recall, a rate study that provides for forecasts relative to revenue sufficiency has not been conducted; from what staff can tell, in recent years. In 2016 a rate review was conducted that addressed a budget gap in Fiscal Year 2017. He stated while it is certainly not his intention to request a rate increase for the next Fiscal Year; 2019/2020, he does think it is important for the Mayor, Council, and the public to understand when the next rate increase will be needed. So at this point, the Public Works Director, Sinan Alpaslan will highlight the objectives of the rate study.

Mr. Alpaslan stated Solid Waste is one of the divisions that fall under the Department of Public Works.

##### **What Does the Solid Waste Division Do?**

- Residential and Commercial Collections
- Weekly Curbside and Dumpster Collection of Trash and Recycling; trash is transferred into large trailers at the Transfer Station and hauled to landfills
- Weekly Yard Waste Collection; waste is staged in the City's nursery located at Ruth Park and hauled away by St. Louis Composting under a contract for yard waste and leaf collection
- Biannual Leaf Collection and mulch operations; performed by the Street Division and paid for out of the Solid Waste Fund
- Biannual Bulk Collection and Special scheduled collection of bulk waste
- Direct haul recycling into the processor
- Street Sweeping; performed by the Street Division and paid for out of the Solid Waste Fund
- Coordination of special trash and recycling collection programs
- Special scheduled delivery and removal of rental carts and dumpsters
- Alley Clean-up
- Recycling drop-off area
- Convene special recycling events; electronic recycling event twice a year
- Operation and Maintenance of the Transfer Station
- Operation and Maintenance of the Recycling Drop-Off
- Operation and Maintenance of solid waste equipment
- And MORE!

##### **Calendar of Events - Rate Study:**

- October 12, 2018 - RFP issued for a consultant
- November 8, 2018 - Due date for proposals
- November 15 - Complete review and evaluation of proposals
- November 26 - Council Approval
- December 11 - Consultant Issued Notice to Proceed
- January 2019 - Creation of Solid Waste Rate Study Task Force
- January thru May 2019 - Solid Waste Rate Study
- June 2019 - Final Report

Mr. Rose stated the role of the Task Force will be to work with staff on the rate structure; evaluating the study, and making recommendations to himself and Council and on what revenue sufficiency should entail and what the City's rate structure should look like.

Mayor Crow asked Mr. Rose if he knew when the last Rate Study had been conducted? Mr. Rose stated there has not been a rate study conducted in recent years from what they can tell. A rate review was conducted in 2016, but it only looked at a one year period, which was for 2017.

Mr. Alpaslan stated the one thing he would like to highlight under the scope of work summary, is that at the end of the review staff will also receive a user-friendly computer rate model and manual that will allow them to plug in the numbers and evaluate the efficiency of rates for future years.

**Consultant's Scope of Work - Summary:**

- Review current solid waste procedures and policies and regulatory requirements as they affect efficiency, operations, capital projects, revenue program requirements, and rate structures.
- Identify and summarize the City's current rate structure, operating expenses, capital costs, revenue streams, reserve funds, and billing program.
- Determine the sufficiency of the current rate structure to meet on-going needs, along with a projection of how long the structure will be sufficient.
- Review the impact of projected new developments on rates.
- Prepare a draft report for City review. Incorporate City comments in the final report.
- Determine recommended rates for the next 4 fiscal years and a forecast for up to 10 years.
- Prepare a user-friendly computer rate model and manual for City use.

**Solid Waste Budget Information (FY2018)**

- ❖ *Includes all assets, maintenance, and operational expenditures.*
- ❖ *Associated expenditures for street sweeping are included within these totals.*

**Expenditures:**

Program	Personnel	Contractual	Commodities	Capital Outlay	Totals
Solid Waste Admin	183,100	60,200	11,000	0	254,300
Solid Waste Operations	915,700	1,481,400	232,900	39,000	2,669,000
Leaf Collection	175,600	150,500	1,000	0	327,100
<b>Total</b>	<b>1,274,400</b>	<b>1,692,100</b>	<b>244,900</b>	<b>39,000</b>	<b>3,250,400</b>

These are the yearly revenue totals for special programs.

**Special Programs Revenue:**

- |            | <u>Program</u>                                  |
|------------|---|
| • \$79,838 | Total yard waste sticker sales                  |
| • \$17,760 | Mulch and compost sales                         |
| • \$31,047 | Total special bulk and trash collection program |

- \$29,160 Total recycling revenue (includes single stream, metals, textiles)
- \$1,550 Total transfer station disposal fees collected

**Grants:**

- \$50,000 grant to purchase 95-gallon recycling carts and educational material from Solid Waste Management District.
- \$20,000 grant for an electronics recycling event with free CRT TV recycling from Solid Waste Management District.
- \$36,000 waste diversion grant from St. Louis County Department of Health to increase commercial recycling along Olive Boulevard.

**Residential Solid Waste Rates:**

- ❖ *The Rate Study will include an evaluation and comparison of the City's rates with other municipalities.*

**Current Rates (As of September 2016)**

Category	Rate (per 6 months)
Single and Two-Family	\$110.10
Single and Two-Family (Senior)	\$93.30
Single and Two-Family Alley	\$118.44
Single and Two-Family Alley (Senior)	\$102.54
3+ Units with Alley Mechanical	\$78.60

- ❖ *The last 12% increase occurred in FY2017 and generated an additional \$340,000 of revenue for the Solid Waste Division.*

**Previous Rates (FY2009 – FY2017):**

Category	Rate (per 6 months)
Single and Two-Family	\$98.58
Single and Two-Family (Senior)	\$83.58
Single and Two-Family Alley	\$106.02
Single and Two-Family Alley (Senior)	\$91.80
3+ Units with Alley Mechanical	\$70.44

- ❖ *This list includes all of the outstanding balances from prior years.*

**Solid Waste Bills, Revenue, Balance:**

- As of 06/30/2016 - Aging Balance \$1,109,965.00
- Total Charges Billed FY2017 (Revenue) 2,955,117.00
- Total Charges Billed FY2018 (Revenue) 2,981,561.00

- Collected during FY2017 2,906,845.00
- Collected during FY2018 2,917,427.00
- As of 06/30/2018 - Aging Balance 1,222,371.00

Councilmember Hales asked if any regulations were in place that would permit St. Louis County to collect the City's revenue for trash service on an annual basis? Ms. Wendt stated that the St. Louis County Department of Public Health provides contractual services for unincorporated areas, but has no responsibility for municipalities that maintain their own service.

Mr. Mulligan stated while he would concur with Ms. Wendt's comments, he does think that historically there has been a practice where liens have been placed on properties with a delinquent account and if and when a property is sold, the title company calls the City to determine the exact amount of due; which includes the original debt plus 8% interest, and then issues the City a check in that amount. Of course, there are always exceptions; for instance, when a house is not transferred through a title company.

And under Mr. Walker's administration, a decision was made to involve a collection agency, and a percentage of the amount collected was paid to the agency. Also during that same period of time, portions of the Code were amended to include various enforcement provisions to reduce this backlog; i.e., the cancellation of service or refusal to issue an Occupancy Permit until all delinquencies were collected. However, in practice, he is not sure how effective those provisions really were.

Councilmember Carr posed the following questions to what she perceives has been an ongoing problem:

1. Have any enforcement mechanisms been established for apartments, multi-family units or not-for-profit organizations?
2. Does Wash U utilize U City's trash service, and if so, are they a paying customer?
3. Does the City have a way to keep track of who is paying for this service?

Councilmember Carr stated she's noticed that some people are actually dumping their trash at the Recycling Center.

Mr. Alpaslan informed Councilmember Carr that Wash U does not use any of the City's Solid Waste services.

Mr. Rose stated to ensure that any information provided to Council is accurate, he would suggest that this type of inquiry, as well as a determination on what kind of options related to collections are available, be included as a part of the rate study.

Councilmember Carr asked if there was a reason why the revenue from the total transfer station disposal fees was so low? Mr. Alpaslan stated the fee of \$100.00 per dump may be the reason why this service has not been utilized by many residents. However, the \$1,550 amount collected only represents singular residential use, rather than a commercialized use. However, the study could recommend that this asset is opened up for commercialized use, which would increase the revenue. At this point in time, the only commercial use is Wash U's quadrangle housing which has a very minimal contract. Councilmember Carr asked if the \$100.00 rate was the same for Wash U's contract? Mr. Alpaslan stated that it is, but that's because it's also based on a single individual user.



Councilmember McMahon stated he was going through the numbers on the current and previous rates, and wanted to make sure he was looking at it right. It seems like in the last two fiscal years; 2017 and 2018, the City has collected 98% of what was billed? But then when you look at the aging balance and take the difference between what was collected in 2017 and 2018, it adds up precisely to the \$1,109,965.00 aging balance from 06/30/2016. So did the City make any attempts to collect any of that aging balance in those two years? Ms. Wendt stated her belief is that the revenue collected during that two year period includes some of the previous collections received, as well as some of the new accounts that became delinquent. So it's a rolling number. Councilmember McMahon stated it seems like the City is missing about \$50,000 a year, so do we know how many years this aging balance goes back? He stated not having that knowledge really seems to exaggerate the problem, especially when you're collecting 98% year-to-year.

Mayor Crow stated he thinks Councilmember McMahon's estimate of \$50,000 a year of uncollectible debt is right. But he also thinks that it has been that way for a very long time. And as he recalls, there were times when the City has made collection attempts but was prevented from doing so because of a State law that actually wipes the debt clean.

Mr. Mulligan stated with respect to the balance, you also have to include the 8% interest that uncollectable accounts incur per year. So if your principal is a million dollars, your interest is about 80 grand a year.

He stated that the law Mayor Crow is referring to pertains to someone who buys property at a tax sale. When property is purchased at a tax sale for back taxes the new owner can file a quiet title action requesting that the City's lien be wiped out because under State law there's a good argument as to why it should be. But as Mr. Rose mentioned, once the study is complete staff will be able to provide Council with an informed presentation on how we got here; the number of properties involved; how long they've been delinquent; what efforts have been made to collect fees, and a history of what has been successful.

Councilmember Smotherson asked why residential delinquencies could not be attached to St. Louis County personal property taxes? Mr. Rose stated currently staff is not aware of what collection options are viable, but his inquiry would also be reviewed by the Task Force and consultant. Councilmember Smotherson stated another thing he would like to see the City adopt is a policy prohibiting landlords from transferring their responsibility for paying trash bills to their tenants. Mr. Rose stated that is certainly something the consultant can consider when making recommendations that will result in a more effective collection of those revenues.

Councilmember Smotherson stated he is aware of two streets where he can identify four households that do not have trash service. And he recalls another incident when he was standing outside on George Street with several City employees when a kid from one of those same households walked out of the house with a trash bag, spoke to everybody and then walked straight down the street and put his trash in a dumpster belonging to a business. So he would be curious to see the results on who is and who is not paying for this service.

Ms. Smotherson asked if someone who owns a home that's vacant is required to pay a trash bill? Mr. Rose stated vacant homes are required to pay for trash service, although that's certainly a policy decision the Mayor and Council could change. But the capital costs for the City to operate its trucks would only be minimized if the entire street was eliminated from a run, versus just one home. The other issue is that in some instances; especially multi-family or tenant/landlord properties, owners may never take the property out of their name, which prevents the City from knowing when the occupancy has changed. So to forego the entire trash bill might create some unintended consequences.

E - 3 - 7

Councilmember Clay stated Council recently viewed a presentation about the challenges associated with the ambulance service, and while this problem clearly is not as pronounced, it illustrated some issues with collections. So the larger question about collections in general is, whether there's something we need to be doing perhaps, at a systemic level, as opposed to looking at multiple solutions that might provide the City with some type of uniformity in the area of collections? Mr. Rose stated, here again, that is part of the reason for conducting this study, to determine how severe of a problem this really is and whether legislative changes are needed to be more effective or whether the City needs to seek out other partnerships; for example, with utilities. Mr. Rose stated they understand what is occurring, but they don't completely understand the issue at this point. So they've got to take a deeper dive to better understand what is creating this problem.

Councilmember Clay stated although he is confident the City will conduct the necessary due diligence, however, just the mention of enjoining our collection efforts with utilities, made the hairs on the back of his neck stand up. Mr. Rose stated by no means should his comment be interpreted as a recommendation, it's simply an example of something that could be an option.

Councilmember Cusick questioned whether the amount of money that would have been paid on liens that ultimately get written off when a home is purchased during a tax sale still included in the aging balance or is it removed? Mr. Mulligan stated his assumption is that once it's wiped off and it would no longer be included in the accounts receivable. But since he did not prepare this presentation he's unaware of what the totals actually include.

Director of Finance, Tina Charumilind stated if the outstanding balance is paid when the property is sold, then it gets included in the accounts receivable. But if it is written off at a tax sale, all of the City's liens are waived and the delinquent amount is taken out of accounts receivable and deducted from the aging balance.

Councilmember Cusick asked if the City was still actively placing liens against a property when an account is in arrears? Ms. Charumilind stated if someone does not pay three bills in a row, their service is cut off. If it still has not been paid and the service remains off for two weeks, a lien is recorded, and after 60 days the account is sent to a collection agency.

Mr. Rose advised Council that staff's intent is to move forward with the study pursuant to the timeline presented this evening under the Calendar of Events.

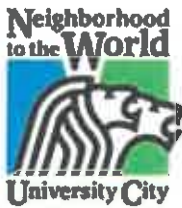
5. Roll-Call vote to go into a Closed Council Session according to RSMo 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Mayor Crow stated since he does not think there is enough time to go into an Executive Session, he would ask Council to move forward with the open public session at 6:30 p.m.

## 6. Adjournment

Mayor Crow thanked everyone for their attendance and closed the City Council Study Session at 6:13 p.m.

LaRette Reese,  
City Clerk



## Council Agenda Item Cover

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**MEETING DATE:** November 12, 2018

**AGENDA ITEM TITLE:** Additional Interfund Loan – Sewer Lateral Program

**AGENDA SECTION:** Consent

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

**BACKGROUND REVIEW:** Due to the shortfall of funding source for the Sewer Lateral Repair Program, effective September 24, 2018, the City Council approved a cap of \$2,500 maximum for all sewer lateral repairs paid by the City. Prior to this date the City has already had several repairs that were completed, but not paid for.

Moreover, 2018 Sewer Lateral fees will not be distributed by St. Louis County until early December. Therefore, it is necessary that the General Fund loans \$175,000 to the Sewer Lateral Fund so that the City meets its obligation of paying the contractors.

The loan has a five year term at a 1.75% interest rate. An amortization schedule is attached.

**RECOMMENDATION:** City Manager recommends approval.

**ATTACHMENT:** Amortization Schedule

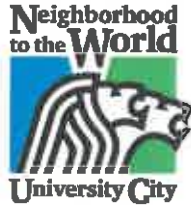


**City of University City  
Sewer Lateral Repair Program**

Loan Principal			\$	175,000	
Interest				1.75	
Term				5 years	
Monthly payment				3,048	
	<u>Date</u>	<u>Interest</u>		<u>Principal</u>	<u>Balance</u>
1	11/1/2018	\$ 255	\$	2,793	\$ 172,207
2	12/1/2018	251		2,797	169,410
		<b>506</b> <sup>F</sup>		<b>5,590</b>	
3	1/1/2019	247		2,801	166,609
4	2/1/2019	243		2,805	163,804
5 <sup>F</sup>	3/1/2019	239		2,809	160,995
6	4/1/2019	235		2,813	158,182
7 <sup>F</sup>	5/1/2019	231		2,817	155,365
8	6/1/2019	227		2,821	152,544
9 <sup>F</sup>	7/1/2019	222		2,826	149,718
10	8/1/2019	218		2,830	146,888
11	9/1/2019	214		2,834	144,054
12 <sup>F</sup>	10/1/2019	210		2,838	141,216
13	11/1/2019	206		2,842	138,374
14	12/1/2019	202		2,846	135,528
		<b>2,694</b> <sup>F</sup>		<b>33,882</b>	
15	1/1/2020	198		2,850	132,678
16	2/1/2020	193		2,855	129,823
17 <sup>F</sup>	3/1/2020	189		2,859	126,964
18	4/1/2020	185		2,863	124,101
19 <sup>F</sup>	5/1/2020	181		2,867	121,234
20	6/1/2020	177		2,871	118,363
21 <sup>F</sup>	7/1/2020	173		2,875	115,488
22	8/1/2020	168		2,880	112,608
23	9/1/2020	164		2,884	109,724
24	10/1/2020	160		2,888	106,836
25	11/1/2020	156		2,892	103,944
26	12/1/2020	152		2,896	101,048
		<b>2,096</b>		<b>34,480</b>	
27	1/1/2021	147		2,901	98,147
28	2/1/2021	143		2,905	95,242
29	3/1/2021	139		2,909	92,333
30	4/1/2021	135		2,913	89,420
31	5/1/2021	130		2,918	86,502
32	6/1/2021	126		2,922	83,580
33	7/1/2021	122		2,926	80,654
34	8/1/2021	118		2,930	77,724
35	9/1/2021	113		2,935	74,789
36	10/1/2021	109		2,939	71,850
37	11/1/2021	105		2,943	68,907
38	12/1/2021	100		2,948	65,959
		<b>1,487</b>		<b>35,089</b>	

**City of University City  
Sewer Lateral Repair Program**

Loan Principal		\$	175,000	
Interest			1.75	
Term			5 years	
Monthly payment			3,048	
	<u>Date</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
39	1/1/2022	96	2,952	63,007
40	2/1/2022	92	2,956	60,051
41	3/1/2022	88	2,960	57,091
42	4/1/2022	83	2,965	54,126
43	5/1/2022	79	2,969	51,157
44	6/1/2022	75	2,973	48,184
45	7/1/2022	70	2,978	45,206
46	8/1/2022	66	2,982	42,224
47	9/1/2022	62	2,986	39,238
48	10/1/2022	57	2,991	36,247
49	11/1/2022	53	2,995	33,252
50	12/1/2022	48	3,000	30,252
		<b>869</b>	<b>35,707</b>	
51	1/1/2023	44	3,004	27,248
52	2/1/2023	40	3,008	24,240
53	3/1/2023	35	3,013	21,227
54	4/1/2023	31	3,017	18,210
55	5/1/2023	27	3,021	15,189
56	6/1/2023	22	3,026	12,163
57	7/1/2023	18	3,030	9,133
58	8/1/2023	13	3,035	6,098
59	9/1/2023	9	3,062	3,036
60	10/1/2023	4	3,036	-
		<b>243</b>	<b>30,252</b>	
<b>Total interest</b>		<b>7,895</b>		
<b>Total principal</b>		<b>175,000</b>		



## Council Agenda Item Cover

**MEETING DATE:** November 12, 2018  
**AGENDA ITEM TITLE:** Print Fleet 2 Year Lease Renewal  
**AGENDA SECTION:** Consent Agenda  
**CAN THIS ITEM BE RESCHEDULED? :** No

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### BACKGROUND REVIEW:

The City's current contract with Copying Concepts expired on 11/5 and was for a 3 year term. The renewal is for an additional 2 years and it is recommended to replace printers/MFPs after a 5 year period. We would then plan on going out to bid in 2020 for a new print fleet contract.

There are a few minor changes with this extension:

1. We are going to be replacing B&W Bizhub 4750 at the Garage Streets location with a larger MFP. This will provide them with the ability to print in color and also larger sheets.
2. We will be swapping out the B&W desktop City Manager printer with a desktop color printer.
3. They would like to swap the C654e in the Print Shop with the same likeness printer in the PD's Records department due to usage.

The current monthly lease payment is for \$5249.66 and the monthly cost of the renewal would be \$4884.53.

### RECOMMENDATION:

The City Manager recommends approval of the lease renewal contract.

### ATTACHMENTS:

1. Copying Concepts Contract

<b>LESSEE</b>	Full Legal Name <b>City of University City</b>						Phone Number w/Area Code <b>(314) 862-6767</b>	
	DBA Name (if any)						Purchase Order Number	
	Billing Address <b>6801 Delmar Blvd</b>			City <b>University City</b>	State <b>MO</b>	Zip Code <b>63130-3104</b>	Send Invoice to Attention of	
	Equipment Location (if not same as above) <b>6801 Delmar Blvd</b>			City <b>University City</b>	State <b>MO</b>	Zip Code <b>63130-3104</b>		

<b>EQUIPMENT</b>	Quantity	Equipment / Model & Description	Quantity	Equipment / Model & Description
		***See Addendum B & C***		

<b>SERVICE</b>	<b>This lease:</b> <input checked="" type="checkbox"/> DOES include service as detailed on the attached Service Addendum
	<b>This lease:</b> <input type="checkbox"/> DOES not include service

You acknowledge and agree that, in reliance upon your signature below, LESSOR will incur costs to acquire and prepare the above listed equipment for your use under this Agreement. You agree to all the Terms and Conditions contained in both sides of this Agreement, and in any attachments to same (all of which are included by reference) and become part of this Agreement. You acknowledge to have read and agreed to all the Terms and Conditions and understand that this is a non-cancelable Agreement for the full term shown above.

<b>LESSEE SIGNATURE</b>	Signature <b>X</b>	Print Name
	Title	Date
	Signature <b>X</b>	Print Name
	Title	Date

Legal Name of Corporation

**AGREEMENT MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE**

<b>PAYMENT INFO</b>	# of Lease Payments	Lease Payment	Sales Tax	Total Pymts
	24	\$4,884.53		\$4,884.53
	Term of Lease in Months	Payment Frequency		
	24	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Other		

**THE PARTIES UNDERSTAND AND AGREE THAT THIS AGREEMENT IS NOT A CONTRACT UNTIL SIGNED AND ACCEPTED BY THE CORPORATE OFFICES OF THE LESSOR.**

<b>LESSOR</b>	Lessor Signature <b>X</b>	Date
	Print Name	Title
	SummerOne Leasing Division	
	Agreement Number	Agreement Commencement Date

**TERMS AND CONDITIONS**

The words YOU and YOUR mean the LESSEE. The words WE, US and OUR refer to the LESSOR

- Lease ("Agreement"):** We agree to lease to you and you agree to lease from us the equipment listed above (Equipment). You promise to pay us the lease payment according to the payment schedule shown above including late charges as applicable hereto, now existing or hereafter created or arising.
- Term and Lease, Late Payment:** The initial term shall commence on the day that any of the Equipment is delivered to you (the "Commencement Date"). The installments of lease shall be payable in advance, at the time and in the amounts provided above commencing on the Commencement Date and subsequent payments shall be due on the same date of each successive period thereafter until all lease and any additional expenses chargeable under this Agreement shall be paid in full. LESSEE's obligation to pay the lease and other obligations hereunder shall be absolute and unconditional and are not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever. If any installment of lease or other sum owing under this Agreement is not paid when due, LESSEE shall pay LESSOR a late charge equal to five cents per one dollar of the amount delinquent, but in no event at a rate greater than allowed by applicable law. Such charge is in addition to and not in lieu of other rights and remedies LESSOR may have.

(Terms and Conditions continued on the reverse side of this agreement)

To cause the LESSOR to enter into this Agreement, each person who signs below as a "Guarantor" unconditionally guarantees to LESSOR the prompt payment when due of all LESSEE'S obligations under this Agreement. This means that if the LESSEE fails to pay any money that is owed under this Agreement, each Guarantor will pay such sum upon demand by LESSOR. Each Guarantor agrees that he or she will be liable for the whole amount owed even if one or more other persons also sign this Guaranty. Each Guarantor agrees to be liable even if the LESSOR does one or more of the following: (a) gives the LESSEE more time to pay one or more payments; (b) gives a re-lease in full or in part to any of the other Guarantors or the LESSEE, or (c) fails to notify the Guarantor of a default under this Agreement. Each Guarantor also agrees to pay the LESSOR for any costs or attorney fees incurred in enforcing the Guaranty. The use of my corporate or official title is only to identify my position in the company and in no way negates my personal guarantee or liability.

<b>GUARANTY</b>	Signature <b>X</b>	Date
	Print Name	
	Home Address	
	Social Security #	Phone

<b>GUARANTY</b>	Signature <b>X</b>	Date
	Print Name	
	Home Address	
	Social Security #	Phone



TERMS AND CONDITIONS (CONTINUED)

3. **No Warranties:** We are renting the Equipment to you "As Is". We will transfer to you for the term of this Agreement any warranties made by the manufacturer or the supplier to us. THE WARRANTIES, IF ANY, PROVIDED BY THE SUPPLIER OR MANUFACTURER, ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED WITH RESPECT TO THE CONDITION, DESIGN, CAPACITY OR PERFORMANCE OF THE EQUIPMENT, AVAILABILITY OF PARTS AND SUPPLIES OR ITS MERCHANTABILITY. IN ADDITION, THERE IS NO WARRANTY THAT THE EQUIPMENT WILL BE FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT WILL BE FREE FROM INTERFERENCE OR INFRINGEMENT. THE LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD PARTY FOR ANY CLAIM, DAMAGE, LOSS OR INJURY OF ANY KIND WHATSOEVER, LATENT OR OTHERWISE, WHETHER ARISING FROM LESSOR'S NEGLIGENCE OR THE APPLICATION OF THE LAWS OF STRICT LIABILITY, NOR SHALL THERE BE ANY ABATEMENT OF RENT OR RELEASE OF LESSEE FROM ANY OF ITS OBLIGATIONS HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH (i) THE DEFICIENCY OR INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO LESSOR, (ii) ANY DEFICIENCY OR DEFECT IN THE EQUIPMENT (iii) THE USE OR THE PERFORMANCE OF THE EQUIPMENT, (iv) ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF THE EQUIPMENT, AND ANY INABILITY TO OBTAIN THE EQUIPMENT OR DELAYS IN SHIPPING, OR (v) ANY LOSS OF BUSINESS OR ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING. UPON THE LESSEE'S ACCEPTANCE OF THE EQUIPMENT, THIS LEASE IS NOT SUBJECT TO CANCELLATION, TERMINATION, MODIFICATION, REPUDIATION, EXCUSE OR SUBSTITUTION WITHOUT THE CONSENT OF THE LESSOR. Neither manufacturer nor any agent of the supplier or manufacturer is an agent of LESSOR, or is authorized to waive or modify any term or condition of this agreement.
4. **Lessorship:** We are the LESSOR of the Equipment and have title to the Equipment. This agreement is intended by LESSOR and LESSEE to be a true Lease and not a sale, and nothing contained herein shall be construed to give LESSEE any right, title, interest in the Equipment, except as a LESSEE of the Equipment. Both the LESSOR and the LESSEE agree that the remaining useful life of the Equipment exceeds the original term of the Lease. To protect our rights in the Equipment, in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment and all proceeds, products, rents or profits therefrom. In states where permissible, you hereby authorize us to cause this Agreement or any statement of other instrument in respect to this Agreement showing our interest in the Equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded and re-filed and rerecorded. You agree to execute and deliver any statement or instrument requested by us for such purpose. You agree to pay or reimburse us for any searches, filing, recordings, stamp fees or taxes related to the filing or recording of any such instrument or statement.
5. **Re-delivery and Renewal:** If you fail to so notify us, or having notified us, you fail to return the Equipment as provided herein, this Agreement shall renew for additional terms of twelve (12) months. It is your responsibility to advise us in writing at least 30 days prior to expiration of your intention to either return the Equipment or continue the Lease. Provided you have given timely notice of your intention to return the Equipment, you shall return the Equipment, freight and insurance prepaid, to us in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us.
6. **Maintenance, Risk of Loss and Insurance:** You are responsible for keeping the Equipment in good working order consistent with manufacturer guidelines and serviced by Vendor Authorized Servicing Dealers approved by the Lessor, unless this Lease includes the full service addendum, attached herewith, in which case except for failure to providing suitable installation environment, approved supplies, neglect, fire, act of God, vandalism, misuse, alteration, any modification or maintenance not performed by our representatives, or the use of the Equipment for other than the purposes and to the capacity for which it was designed. We are responsible for keeping the Equipment in good working order, except for ordinary wear and tear, you are responsible for protecting the equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay lease payment(s). You agree during the term of this Agreement to keep the Equipment fully insured against damage and loss, naming us as the loss payee, to obtain a general public liability insurance policy from a company acceptable to us, including us as an additional insured on the policy. You shall furnish us with certificates of such insurance or copies of terms of this paragraph, you agree that we have the right but not the obligation to obtain such insurance, in which event you pay us for all costs thereof. You agree to promptly notify any appropriate insurer and the us of each and every occurrence which may become the basis of a claim or cause of action against the insureds and provide us with all data pertinent to such occurrence.
7. **Indemnity:** We are not responsible for any losses or injuries caused by the installation (unless LESSOR performs installation) or use of the Equipment. You agree to indemnify us for and to defend and hold us harmless against any claims for losses or injuries (including attorney's fees and costs) caused by the Equipment, the use thereof, or the possession thereof, unless resulting from the direct actions of the LESSOR, its employees or authorized agents.
8. **Taxes/Fees and Liens:** You agree to pay when due or reimburse us for all taxes, (including but not limited to sales/use, personal property) fees, fines and penalties relating to use or possession of the Equipment or to this Agreement, now or hereafter imposed, levied or assessed by any state, federal or local government or agency. This transaction may be subject to the sales/use tax laws of the state in which the Equipment is located. You authorize us to advance the tax and increase your monthly payment for the tax applicable. LESSEE shall, at its expense, protect and defend LESSOR's title against all persons claiming against or through LESSEE, and shall at all times keep the Equipment free from any legal process whatsoever, including, but not limited to, liens, attachments levies and executions. LESSEE shall give immediate written notice to LESSOR of any legal actions, liens, attachments, levies or executions against the Equipment and shall indemnify LESSOR from all loss caused thereby.
9. **Location of Equipment:** You will keep and use the Equipment only at your address shown. You agree that the Equipment will not be removed from that address unless you get our written permission in advance to move it.
10. **Default:** You shall be in default under this Agreement if you: (a) fail to pay the Lease or any other payment hereunder when due; (b) fail to perform and comply with any of the other terms, covenants or conditions of this Agreement within ten (10) days after LESSOR shall have given LESSEE written notice of default with respect thereto; (c) become insolvent; (d) make an assignment for the benefit of creditors; (e) have a receiver, trustee, conservator or liquidator appointed with or without your consent; (f) dissolve or pass a resolution to windup or liquidate; (g) have a secured party take possession of all or substantially all of your assets; (h) have an execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of your assets; (i) fail to make a payment under any other agreement between us when due; (j) default under any other agreement between us; or (k) are generally unable to pay your debts as they become due.
11. **Remedies:** Upon your default under this Agreement, any obligation of ours to lease Equipment or items thereof to you shall terminate. Upon your default under this Agreement, we may, at our option, (a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by you of the applicable covenants of this Agreement or to recover damages for breach thereof; and/or (b) without notice or demand, declare immediately due and payable the sum of all Lease payments and other amounts then due and owing under this Agreement or any schedule hereto, plus the sum of the Lease payments for the unexpired term of this Agreement or any schedule hereto and thereupon you shall have an immediate right to pursue all remedies provided by law, including, without limitation the following: (i) you agree to put us in possession of the Equipment upon demand; (ii) we are authorized to enter any premises where the Equipment is situated and take possession thereof without notice or demand and without legal proceedings; (iii) at our request, you will assemble the Equipment and make it available to us at a place designated by us; (iv) we may lease or sell the Equipment or any portion thereof, upon such terms as we may elect, and apply the net proceeds, less selling and administrative expenses, on account of your obligations under this Agreement; and (v) charge you for all the expenses incurred in connection with the enforcement of any of our remedies including costs of collection, reasonable attorney's fees and court costs. If upon your default under this Agreement, we bring suit or otherwise incur expenses for protection of our rights, you will pay our legal fees, in a reasonable amount, together with our collection expenses and court costs. In addition, from and after the date of your default under this Agreement, you shall be liable for interest on amounts due us under this Agreement at the rate of one and one-half percent (1-1/2%) per month until paid, but in no event more than the maximum rate permitted by law. All of our remedies are cumulative, and in addition to any other remedies provided for by law and may, to the extent permitted by law, be exercised either concurrently or separately. Exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default.
12. **Assignment:** You have no right to sell, transfer or assign this Agreement, sublease the Equipment or permit the Equipment to be used by anyone other than the LESSEE without our prior written consent. We may sell, assign or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new LESSOR will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new LESSOR will not be subject to any claims, defenses, or set-offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.
13. **Consent to Jurisdiction and Governing Law:** THIS AGREEMENT SHALL, IN ALL RESPECTS, BE CONSTRUED TO HAVE BEEN MADE IN THE STATE OF MISSOURI. THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI. THE LESSEE HEREBY CONSENTS TO THE JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF MISSOURI, ST. LOUIS COUNTY, OR ANY FEDERAL COURT LOCATED IN SUCH STATE IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. LESSEE WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS IN CONNECTION WITH SUCH ACTION OR PROCEEDING AND AGREES THAT THE SERVICE THEREOF MAY BE MADE BY CERTIFIED OR REGISTERED MAIL TO THE LESSEE AT ITS ADDRESS SET FORTH HEREIN, PROVIDED THAT REASONABLE TIME FOR APPEARANCE IS ALLOWED. LESSEE, TO THE EXTENT PERMITTED BY LAW, WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR LITIGATION BETWEEN OR AMONG LESSOR, LESSEE OR ANY GUARANTOR. LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED BY THE SECTION 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE.
14. **Customer P.O.:** You agree that any Purchase Order issued to us covering the Lease of the Equipment, is issued for purposes of authorization, and none of its terms and conditions shall modify the terms of the Agreement upon the execution thereof.
15. **Force Majeur:** If the performance by LESSOR of any part of this Agreement is prevented, hindered, delayed or otherwise made impracticable by reason of any strike, flood, riot, fire, explosion, act of terrorism, war or any other casualty, by any act or request of a governmental body, or as a result of any cause beyond the control of LESSOR which cannot be overcome by reasonable diligence and without unusual expense, LESSOR shall be excused from such performance to the extent that such event shall continue to prevent, hinder or delay such performance. If such condition(s) shall prevent performance permanently of any of LESSOR's obligations hereunder, LESSOR shall notify LESSEE, as soon as reasonably practicable thereafter, in writing, of the nature and extent thereof and LESSOR shall be excused from all further performance hereunder.
16. **Entire Agreement:** This Agreement and attached Maintenance Agreement if referenced on front of Lease, contains the entire arrangement between you and us and no modifications of this Agreement shall be effective unless in writing and signed by the authorized parties. Notwithstanding the foregoing, the parties hereto may execute one or more supplemental contracts, which shall become part of this Agreement. No amendments or changes to this Agreement shall be effective unless made in writing separate herefrom and signed by the parties hereto in accordance with the original requirements for acceptance.
17. **Waiver:** The failure by the LESSOR, after any default by LESSEE, to exercise any right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the LESSEE, shall not be a waiver of any such default or right to which the LESSOR is entitled, nor shall it in any way affect the right of the LESSOR to enforce such provisions at a later date.
18. **Severability:** If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under the applicable laws of any jurisdiction in which it is sought to be enforced, then, such provision shall be deemed inapplicable and omitted, but shall not invalidate or affect the remaining provisions of this Agreement.
19. **Notice:** All written notices, consents, and other communications required or permitted under this Agreement shall be made in writing and shall be (as elected by the person or entity given such notice) (a) hand delivered by messenger or courier service, (b) delivered by express courier service (e.g., FedEx), (c) mailed by registered or certified mail (postage prepaid), return receipt requested, to the address listed for Lessor and LESSEE on page 3 of this Agreement unless a different address is provided below or to such other address as Lessor or LESSEE may specify in writing given in accordance with this paragraph.  
 If to LESSOR, Summit One Leasing Division, Attn: Secretary/Treasurer, Address: 6717 Waldemar Ave. St. Louis, MO 63130  
 If to LESSEE, Attn: \_\_\_\_\_ Address: \_\_\_\_\_
- Each such notice shall be deemed delivered on the earlier of (i) the date actually delivered if by messenger or courier service or express courier service or; (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.
20. **Miscellaneous:** This Agreement inures to the benefit of, and is binding upon the parties hereto and their respective heirs, legatees, personal representatives, successors and assigns. If more than one LESSEE is named in this Agreement, the liability of each shall be joint and several. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of the Lease and all of which, when taken together, will be deemed to constitute one and the same lease. The exchange of copies of this Lease and of signature pages by facsimile and/or email shall constitute effective execution and delivery as to the parties and may be used in lieu of the original Lease for all purposes. Signatures of the parties transmitted by facsimile and/or email shall be deemed to be their original signatures for any purposes whatsoever.

Customer Initials: \_\_\_\_\_



# COPIER / PRINTER MAINTENANCE AGREEMENT

6691 Manchester Avenue, St. Louis, MO 63139, (314) 633-8000, (800) 674-4911

BILL TO CUSTOMER INFORMATION:				SHIP TO CUSTOMER INFORMATION:			
COMPANY NAME City Of University City				COMPANY NAME City Of University City			
ADDRESS LINE 1 6801 Delmar Blvd				ADDRESS LINE 1 6801 Delmar Blvd			
ADDRESS LINE 2				ADDRESS LINE 2			
CITY University City	STATE MO	ZIP CODE 63130-3104		CITY University City	STATE MO	ZIP CODE 63130-3104	
PHONE # (314) 862-6767	EMAIL mcarlin@ucitymo.org			PHONE # (314) 862-6767	EMAIL mcarlin@ucitymo.org		
CONTACT NAME Mike Carlin		FAX #		CONTACT NAME Mike Carlin		FAX # (314) 863-9146	
BILL TO ACCOUNT #		PURCHASE ORDER #		SHIP TO ACCOUNT # 201183			
SALES REP Kristen Reading		Pre-Sales Support Rep	ORDER DATE 10/31/18	BEGINNING DATE	ADD TO EXISTING TANDEM NUMBER		

EQUIPMENT COVERED:	SERIAL #	ID	BEGINNING METER	COMMENTS
***See Addendum B***				

**SERVICE PLANS:**

**SERVICE PLAN 1** - Full Service Warranty Protection Plus (F.S.W.P. PLUS) coverage includes all parts, labor, photoconductors or imaging units and all consumable supplies. Excludes staples, binding materials, paper, memo tape, punch die and MICR toner.

**SERVICE PLAN 1A** - Full Service Warranty Protection Plus (F.S.W.P. PLUS) coverage includes all parts, labor, photoconductors or imaging units and all consumable supplies, including Staples. Excludes binding materials, paper, memo tape, punch die and MICR toner.

**SERVICE PLAN 2** Full Service Warranty Protection (F.S.W.P.) coverage includes all parts, labor and photoconductors.

This Agreement does not cover damage due to lightning or power surges. A lightning/surge suppressor that provides such protection is recommended.

**ALL INFORMATION IN THIS AREA IS REQUIRED. Print Fleet / Meter Collection / PrintRelease Contact:**

1 Mike Carlin (314) 862-6767 mcarlin@ucitymo.org  
Print Fleet Installation/IT Contact Name Contact Phone Contact Email

2 **AUTO TONER FULFILLMENT**  YES  NO **UPON SUCCESSFUL INSTALLATION OF PRINTFLEET**

3 \_\_\_\_\_  
Meter Read Contact Name Contact Phone Contact Email

4 \_\_\_\_\_  
PrintRelease Contact Name Contact Phone Contact Email

**BILLING OPTIONS:**

**BASE BILLING**  MONTHLY  QUARTERLY  ANNUALLY (Annual billing includes 5% discount)  
\_\_\_\_\_ will be billed in advance and includes \_\_\_\_\_ 8-1/2 x 11 B&W Pages and / or \_\_\_\_\_ 8-1/2 x 11 Color Pages

**BILLING IN LEASE** The monthly lease payment includes 80,000 8-1/2 x 11 B&W Pages and / or 25,000 8-1/2 x 11 Color Pages

**CLICK BILLING**  MONTHLY  QUARTERLY  ANNUALLY  
All / Additional pages will be billed in arrears at \$0.00805 Per B&W Page and / or \$ 0.04899 Per Color Page

*If a monthly or quarterly meter reading is not received, Customer agrees that an estimate of that month's or quarter's actual page usage will be used.*

Customer acknowledges having read the terms and conditions shown above and on the reverse and agrees to all such terms and conditions.

Accepted By: \_\_\_\_\_ Company Name: City Of University City Date: \_\_\_\_\_  
Copying Concepts

Approved By: \_\_\_\_\_ Approved By: \_\_\_\_\_ Title: \_\_\_\_\_  
X

**Electrical Power Requirements:** It is the customer's responsibility to provide a fixed wall outlet that is properly grounded and installed per applicable electrical codes. This outlet should meet the electrical requirements stated in the Equipment Operation Manual. If customer fails to provide satisfactory power to the equipment, resulting in increased service calls and/or equipment damage, the customer will be billed for parts and labor at Copying Concepts' current labor rates for repairs. Failure to provide satisfactory electrical power may also void the manufacturer's warranty coverage.

## TERMS AND CONDITIONS

1. (A) During the term of this Agreement, Copying Concepts shall make all adjustments and repairs to the Equipment to maintain the Equipment in good working order.  
(B) During the term of this Agreement, Copying Concepts shall provide to Customer, all necessary labor and parts, and photoconductors so as to enable the Equipment to function in good working order.  
(C) If F.S.W.P. PLUS coverage is selected, Copying Concepts, during the term of the agreement, will provide all consumable supplies (except paper and staples) necessary to produce letter-sized or equivalent copies
2. Repair service and routine preventative maintenance shall be provided by Copying Concepts during regular business hours. Copying Concepts' service technicians shall have full and free access to the Equipment during regular business hours for the purposes of providing repair service, routine preventative maintenance, to install retrofits and modifications to the Equipment and to inspect, test and examine the Equipment in accordance with Copying Concepts' policies and procedures.
3. **Replacement Guarantee** - If the Equipment has been continuously under coverage of this Agreement and cannot be put in good working order to Customer's satisfaction during the term of the Agreement, Copying Concepts shall replace, upon Customer's request, the Equipment with a comparable copier/printer (which may be a new or newly refurbished machine) at no charge to Customer. The Replacement Guarantee shall remain in effect for 60 months, or in the case of refurbished equipment, 36 months, from the beginning date of this Agreement, unless sooner terminated by either party per the terms and conditions shown on this Agreement. Customer shall make such request for a replacement copier/printer in writing to: Copying Concepts, Attention Customer Service, 6691 Manchester Ave, St Louis, MO 63139  
  
If this Agreement covers customer-owned printers, and said printers cannot be repaired, Copying Concepts reserves the right to replace that printer with a like or similar model at no cost to the Customer.  
  
If this Agreement covers multiple pieces of equipment that have been installed on different dates, this replacement warranty extends only 60 months from date of original installation on a copier-by-copier / printer-by-printer basis
4. **Service Price Guarantee** Copying Concepts guarantees the price charged for the first 36 months of this agreement will remain the same as shown on the face hereof. If the base price and/or pricing for a specific number of copies are included in a Lease payment, the base price and/or copy charges, as well as any overage charges will be fixed for the initial term of the Lease. This guarantee also applies to existing printers under the Copying Concepts Cost Per Page Printer Service Program.
5. **Uptime Performance Guarantee** During the term of this Agreement, if in the process of normal use, the equipment is not in good working order, Copying Concepts will have eight normal working hours to repair or provide a "loaner" unit to the Customer or forfeit, in the form of a credit, \$25.00 per incident on contracts of 12,000 copies per month or less, or \$50.00 per incident on contracts greater than 12,000 per month. If Customer is located more than 35 miles from the St. Louis City Limits, Copying Concepts will have until the end of the next business day to provide either repair or a "loaner" before above penalty applies. This guarantee applies only to products acquired through Copying Concepts
6. **Additional Training / Support** Copying Concepts provides on-going Equipment Overview Training at no charge. Copying Concepts also provides additional support services requested by our customers at a rate of \$150.00 per hour. These services may include peripheral software support, or hardware issues when it is determined by Copying Concepts' Certified Technicians that these issues are not directly caused by faulty equipment.  
  
Upon successful installation of all sold connected units, our Digital Training Specialists will provide network support training to the customer for up to two hours on black and white equipment and four hours on color equipment. Set up and software installation of connected equipment will be limited to one call and up to ten (10) workstations. Any training time in excess of the two or four hours will be billed at \$150.00 per hour.
7. The maintenance service, replacement warranty and uptime penalties shall not apply and when applicable, Customer shall pay Copying Concepts the current labor, parts and/or supply charges required as a result of: (a) inadequate key operator involvement or service performed by personnel other than those of Copying Concepts, (b) replacement of paper or toner in the equipment, (c) the willful act of Customer, negligence relating to or misuse of the Equipment, accident, transportation, failure of electric power, air-conditioning equipment or humidity control, failure to follow operating instructions or any other cause external to the equipment including, but not limited to, fire, flood, lightning, earthquake, exposure to weather conditions or an Act of God, (d) use of parts or supplies (other than paper) not obtained from Copying Concepts or approved by Copying Concepts in writing as suitable for use in the Equipment, (e) additional service due to relocation of the equipment, (f) adding or removing accessory items, (g) additional need for service due to the addition of an accessory item not installed by Copying Concepts or designated as covered by this Agreement, (h) delays in repairs as a result of labor disturbances or strikes, (i) services requested outside regular business hours.  
  
Printer accessories for HP printers and accessories not purchased through Copying Concepts are not covered under this Agreement.
8. This Agreement terminates sooner of (a) the date or elapsed copy amount shown on the face of this Agreement, or (b) Copying Concepts may terminate its obligations under this agreement if Customer's account with Copying Concepts or Copying Concepts' Leasing Division becomes more than 45 days in arrears, or (c) Customer may terminate this Agreement annually at the anniversary date of this agreement, or (d) if Customer has chosen Monthly Billing in Lease or Fiscal/Volume in Lease Billing, Customer may terminate this Agreement coincident with the termination of that lease.  
  
Upon cancellation by either party, Customer agrees to pay at the per-copy charge shown for any copies used in excess of those previously billed. Customer agrees to either return any unused black or color consumable supplies and/or photoconductors which were provided by Copying Concepts for use in the Equipment that are on hand or installed at time of cancellation, or pay for such supplies and photoconductors at Copying Concepts' published prices for the unused portion of their estimated life. Photoconductors and developers will be prorated based on manufacturer's published yields.
9. The warranties and obligations of Copying Concepts set forth in this Agreement are in lieu of: (a) all other warranties, express or implied, including implied warranties of merchantability and fitness for any particular use or purpose and (b) all other obligations or liabilities for damages, including, but not limited to, personal injury or property, loss of profit or other consequential damages, arising out of or in connection with this Agreement or the services and products performed and provided hereunder.
10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous proposals and statements, written or oral. No representation or statement not set forth herein shall be binding upon Copying Concepts as a warranty or otherwise, nor shall this Agreement be modified or amended unless in writing signed by Customer and Copying Concepts.

Customer Initials \_\_\_\_\_



# COPIER / PRINTER MAINTENANCE AGREEMENT

8891 Manchester Avenue, St. Louis, MO 63139, (314) 633-8000, (800) 874-4911

BILL TO CUSTOMER INFORMATION:				SHIP TO CUSTOMER INFORMATION:			
COMPANY NAME City Of University City				COMPANY NAME City Of University City			
ADDRESS LINE 1 8801 Delmar Blvd				ADDRESS LINE 1 8801 Delmar Blvd			
ADDRESS LINE 2				ADDRESS LINE 2			
CITY University City	STATE MO	ZIP CODE 63130-3104		CITY University City	STATE MO	ZIP CODE 63130-3104	
PHONE # (314) 862-6767	EMAIL mcarlin@ucitymo.org			PHONE # (314) 862-6767	EMAIL mcarlin@ucitymo.org		
CONTACT NAME Mike Carlin		FAX #		CONTACT NAME Mike Carlin		FAX # (314) 863-9146	
BILL TO ACCOUNT #		PURCHASE ORDER #		SHIP TO ACCOUNT # 201183			
SALES REP Kristen Reading		Pre-Sales Support Rep	ORDER DATE 10/31/18	BEGINNING DATE	ADD TO EXISTING TANDEM NUMBER		

EQUIPMENT COVERED:	SERIAL #	ID	BEGINNING METER	COMMENTS
***See Addendum C***				

**SERVICE PLANS**

**SERVICE PLAN 1** - Full Service Warranty Protection Plus (F.S.W.P PLUS) coverage includes all parts, labor, photoconductors or imaging units and all consumable supplies. Excludes staples, binding materials, paper, memo tape, punch die and MICR toner.

**SERVICE PLAN 1A** - Full Service Warranty Protection Plus (F.S.W.P PLUS) coverage includes all parts, labor, photoconductors or imaging units and all consumable supplies, including Staples. Excludes binding materials, paper, memo tape, punch die and MICR toner

**SERVICE PLAN 2** Full Service Warranty Protection (F.S.W.P.) coverage includes all parts, labor and photoconductors.

This Agreement does not cover damage due to lightning or power surges. A lightning/surge suppresser that provides such protection is recommended.

**ALL INFORMATION IN THIS AREA IS REQUIRED: Print Fleet / Water collector / PrintRelief Contact**

**1 Mike Carlin** (314) 862-6767 mcarlin@ucitymo.org  
Print Fleet Installation IT Contact Name Contact Phone Contact Email

**2 AUTO TONER FULFILLMENT**  YES  NO **UPON SUCCESSFUL INSTALLATION OF PRINTFLEET**

**3**  
Meter Read Contact Name Contact Phone Contact Email

**4**  
PrintRelief Contact Name Contact Phone Contact Email

**BILLING OPTIONS.**

**BASE BILLING**  MONTHLY  QUARTERLY  ANNUALLY (Annual billing includes 5% discount)  
 \_\_\_\_\_ will be billed in advance and includes \_\_\_\_\_ 8-1/2 x 11 B&W Pages and / or \_\_\_\_\_ 8-1/2 x 11 Color Pages

**BILLING IN LEASE** The monthly lease payment includes 4,000 8-1/2 x 11 B&W Pages and / or Zero 8-1/2 x 11 Color Pages

**CLICK BILLING**  MONTHLY  QUARTERLY  ANNUALLY  
 All / Additional pages will be billed in arrears at \$0.01100 Per B&W Page and / or \$ 0.09020 Per Color Page

If a monthly or quarterly meter reading is not received, Customer agrees that an estimate of that month's or quarter's actual page usage will be used.

Customer acknowledges having read the terms and conditions shown above and on the reverse and agrees to all such terms and conditions.

Accepted By: \_\_\_\_\_ Company Name: City Of University City Date: \_\_\_\_\_  
 Copying Concepts

Approved By: \_\_\_\_\_ Approved By: \_\_\_\_\_ Title: \_\_\_\_\_  
 X \_\_\_\_\_

**Electrical Power Requirements:** It is the customer's responsibility to provide a fixed wall outlet that is properly grounded and installed per applicable electrical codes. This outlet should meet the electrical requirements stated in the Equipment Operation Manual. If customer fails to provide satisfactory power to the equipment, resulting in increased service calls and/or equipment damage, the customer will be billed for parts and labor at Copying Concepts' current labor rates for repairs. Failure to provide satisfactory electrical power may also void the manufacturer's warranty coverage.

## TERMS AND CONDITIONS

1. (A) During the term of this Agreement, Copying Concepts shall make all adjustments and repairs to the Equipment to maintain the Equipment in good working order.  
(B) During the term of this Agreement, Copying Concepts shall provide to Customer, all necessary labor and parts, and photoconductors so as to enable the Equipment to function in good working order.  
(C) If F.S.W.P. PLUS coverage is selected, Copying Concepts, during the term of the agreement, will provide all consumable supplies (except paper and staples) necessary to produce letter-sized or equivalent copies.
2. Repair service and routine preventative maintenance shall be provided by Copying Concepts during regular business hours. Copying Concepts' service technicians shall have full and free access to the Equipment during regular business hours for the purposes of providing repair service, routine preventative maintenance, to install retrofits and modifications to the Equipment and to inspect, test and examine the Equipment in accordance with Copying Concepts' policies and procedures.
3. **Replacement Guarantee** - If the Equipment has been continuously under coverage of this Agreement and cannot be put in good working order to Customer's satisfaction during the term of the Agreement, Copying Concepts shall replace, upon Customer's request, the Equipment with a comparable copier/printer (which may be a new or newly refurbished machine) at no charge to Customer. The Replacement Guarantee shall remain in effect for 60 months, or in the case of refurbished equipment, 36 months, from the beginning date of this Agreement, unless sooner terminated by either party per the terms and conditions shown on this Agreement. Customer shall make such request for a replacement copier/printer in writing to: Copying Concepts, Attention Customer Service, 6691 Manchester Ave, St Louis, MO 63139  
If this Agreement covers customer-owned printers, and said printers cannot be repaired, Copying Concepts reserves the right to replace that printer with a like or similar model at no cost to the Customer.  
If this Agreement covers multiple pieces of equipment that have been installed on different dates, this replacement warranty extends only 60 months from date of original installation on a copier-by-copier / printer-by-printer basis.
4. **Service Price Guarantee** Copying Concepts guarantees the price charged for the first 36 months of this agreement will remain the same as shown on the face hereof. If the base price and/or pricing for a specific number of copies are included in a Lease payment, the base price and/or copy charges, as well as any overage charges will be fixed for the initial term of the Lease. This guarantee also applies to existing printers under the Copying Concepts Cost Per Page Printer Service Program.
5. **Uptime Performance Guarantee** During the term of this Agreement, if in the process of normal use, the equipment is not in good working order, Copying Concepts will have eight normal working hours to repair or provide a "loaner" unit to the Customer or forfeit, in the form of a credit, \$25.00 per incident on contracts of 12,000 copies per month or less, or \$50.00 per incident on contracts greater than 12,000 per month. If Customer is located more than 35 miles from the St. Louis City Limits, Copying Concepts will have until the end of the next business day to provide either repair or a "loaner" before above penalty applies. This guarantee applies only to products acquired through Copying Concepts.
6. **Additional Training / Support** Copying Concepts provides on-going Equipment Overview Training at no charge. Copying Concepts also provides additional support services requested by our customers at a rate of \$150.00 per hour. These services may include peripheral software support, or hardware issues, when it is determined by Copying Concepts' Certified Technicians that these issues are not directly caused by faulty equipment.  
Upon successful installation of all sold connected units, our Digital Training Specialists will provide network support training to the customer for up to two hours on black and white equipment and four hours on color equipment. Set up and software installation of connected equipment will be limited to one call and up to ten (10) workstations. Any training time in excess of the two or four hours will be billed at \$150.00 per hour.
7. The maintenance service, replacement warranty and uptime penalties shall not apply and when applicable, Customer shall pay Copying Concepts the current labor, parts and/or supply charges required as a result of: (a) inadequate key operator involvement or service performed by personnel other than those of Copying Concepts, (b) replacement of paper or toner in the equipment, (c) the willful act of Customer, negligence relating to or misuse of the Equipment, accident, transportation, failure of electric power, air-conditioning equipment or humidity control, failure to follow operating instructions or any other cause external to the equipment including, but not limited to, fire, flood, lightning, earthquake, exposure to weather conditions or an Act of God, (d) use of parts or supplies (other than paper) not obtained from Copying Concepts or approved by Copying Concepts in writing as suitable for use in the Equipment, (e) additional service due to relocation of the equipment, (f) adding or removing accessory items, (g) additional need for service due to the addition of an accessory item not installed by Copying Concepts or designated as covered by this Agreement, (h) delays in repairs as a result of labor disturbances or strikes, (i) services requested outside regular business hours.  
Printer accessories for HP printers and accessories not purchased through Copying Concepts are not covered under this Agreement.
8. This Agreement terminates sooner of (a) the date or elapsed copy amount shown on the face of this Agreement, or (b) Copying Concepts may terminate its obligations under this agreement if Customer's account with Copying Concepts or Copying Concepts' Leasing Division becomes more than 45 days in arrears, or (c) Customer may terminate this Agreement annually at the anniversary date of this agreement, or (d) if Customer has chosen Monthly Billing in Lease or Fiscal/Volume in Lease Billing, Customer may terminate this Agreement coincident with the termination of that lease.  
Upon cancellation by either party, Customer agrees to pay at the per-copy charge shown for any copies used in excess of those previously billed. Customer agrees to either return any unused black or color consumable supplies and/or photoconductors which were provided by Copying Concepts for use in the Equipment that are on hand or installed at time of cancellation, or pay for such supplies and photoconductors at Copying Concepts' published prices for the unused portion of their estimated life. Photoconductors and developers will be prorated based on manufacturer's published yields.
9. The warranties and obligations of Copying Concepts set forth in this Agreement are in lieu of: (a) all other warranties, express or implied, including implied warranties of merchantability and fitness for any particular use or purpose and (b) all other obligations or liabilities for damages, including, but not limited to, personal injury or property, loss of profit or other consequential damages, arising out of or in connection with this Agreement or the services and products performed and provided hereunder.
10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous proposals and statements, written or oral. No representation or statement not set forth herein shall be binding upon Copying Concepts as a warranty or otherwise, nor shall this Agreement be modified or amended unless in writing signed by Customer and Copying Concepts.

Customer Initials \_\_\_\_\_





**SUMNER ONE**  
Leasing Division

**City of University City  
ADDENDUM B  
EQUIPMENT LISTING**

Qty	Tag#	Model	Accessories
City of University City - Mayor (2nd Floor) 6801 Delmar Blvd. University City, MO 63130			
1	SB989	Kyocera FS-2100DN Printer	
City of University City - Human Resources (1st Floor) 6801 Delmar Blvd, University City, MO 63130			
1	SB994	Konica Minolta bizhub C3350	
City of University City - Administration (2nd Floor) 6801 Delmar Blvd, University City, MO 63130			
1	SB018	Konica Minolta bizhub C554e	FS-534 50-Sheet Stapling Finisher; Copy Desk
City of University City - Facilities (Basement) 6801 Delmar Blvd, University City, MO 63130			
1	SB991	Kyocera FS-2100DN Printer	
City of University City - Print Shop (Basement) 6801 Delmar Blvd, University City, MO 63130			
1	SC014	Konica Minolta bizhub C654e	FS-534 50-Sheet Stapling Finisher; PK-520 Punch Kit
City of University City - Finance Department (1st Floor) 6801 Delmar Blvd, University City, MO 63130			
1	SC007	Konica Minolta bizhub C554e	FS-534 50-Sheet Stapling Finisher; Copy Desk
1	SB997	Konica Minolta bizhub 4750	
City of University City - City Clerk (2nd Floor) 6801 Delmar Blvd, University City, MO 63130			
1	SB998	Konica Minolta bizhub 4750	
City of University City - Public Works (3rd Floor) 6801 Delmar Blvd, University City, MO 63130			
1	SB804	Konica Minolta bizhub C554e	FS-534 50-Sheet Stapling Finisher; Copy Desk
1	SB999	Konica Minolta bizhub 4750	
City of University City - Community Development (4th Floor) 6801 Delmar Blvd, University City, MO 63130			
1	SC008	Konica Minolta bizhub C554e	FS-534 50-Sheet Stapling Finisher; Copy Desk
1	SC001	Konica Minolta bizhub 4750	
City of University City - Centennial Commons 7210 Olive Blvd, University City, MO 63130			
1	SB022	Konica Minolta bizhub C554e	FS-534 50-Sheet Stapling Finisher; Copy Desk
1	SC002	Konica Minolta bizhub 4750	
City of University City - Fire Department 863 Westgate Ave, University City, MO 63130			
1	SC010	Konica Minolta bizhub C554e	FS-534 50-Sheet Stapling Finisher; Copy Desk
1	SC012	Kyocera FS-2100DN Printer	
City of University City - Fire Department 1045 North & South Rd, University City, MO 63130			
1	SC003	Konica Minolta bizhub 4750	
Ruth Park Golf Course 8211 Groby Rd, Olivette, MO 63132			
1	SC004	Konica Minolta bizhub 4750	

P.O. Box 5180 . St Louis, MO 63139  
Phone: 314-633-8000 Fax: 314-633-8008



**City of University City  
ADDENDUM B  
EQUIPMENT LISTING**

Qty	Tag#	Model	Accessories
City of University City - Central Garage 1015 Pennsylvania, University City, MO 63130			
1	SB996	Konica Minolta bizhub 4750	
City of University City - Heman Park Community Center 975 Pennsylvania Ave, University City, MO 63130			
1	SC005	Konica Minolta bizhub 4750	
City of University City - Police Department 6801 Delmar Blvd, University City, MO 63130			
1	SC015	Konica Minolta bizhub C654e	FS-534 50-Sheet Stapling Finisher; PK-520 Punch Kit
1	SC008	Konica Minolta bizhub C554e	FS-534 50-Sheet Stapling Finisher; Copy Desk
1	SC013	Konica Minolta bizhub C554e	FS-534 50-Sheet Stapling Finisher; Copy Desk
City of University City - IT Department (3rd Floor) 6801 Delmar Blvd, University City, MO 63130			
1	SB993	Konica Minolta bizhub C3350	
City of University City - Public Library 6701 Delmar Blvd, University City, MO 63130			
1	SC011	Konica Minolta bizhub C554e	FS-534 50-Sheet Stapling Finisher; Copy Desk

All other terms and conditions of the lease remain the same.

\_\_\_\_\_  
City of University City (Lessee)

Printed Name & Title

Date

\_\_\_\_\_  
SumnerOne Inc Leasing Division (Lessor)

Date

P.O. Box 5180 St Louis, MO 63139  
Phone: 314-633-8000 Fax: 314-633-8008

A Division of SumnerOne Inc

J - 2 - 9



**City of University City  
ADDENDUM C  
EQUIPMENT LISTING**

Qty	Tag#	Model	Accessories
City of University City - Central Garage 1015 Pennsylvania, University City, MO 63130			
1		USED Color Konica Minolta A3 Device	
City of University City - City Manager (2nd Floor) 6801 Delmar Blvd. University City, MO 63130			
1		USED Color Konica Minolta A4 Device	

All other terms and conditions of the lease remain the same.

**City of University City (Lessee)**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
SumnerOne Inc Leasing Division (Lessor)

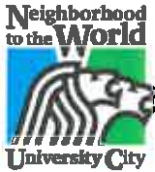
\_\_\_\_\_  
Date

P.O. Box 5180 - St Louis, MO 63139  
Phone: 314-633-8000 Fax: 314-633-8008

A Division of SumnerOne Inc

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## Council Agenda Item Cover

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**MEETING DATE:** November 12, 2018

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

**AGENDA SECTION:** Consent Agenda

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

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### **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 presented a status update on the project at the October 22, 2018 City Council meeting.

A draft letter of intent is attached for review, as requested by USACE. 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:**

The City Manager recommends that City Council authorize the City Manager to execute the Letter of Intent as proposed.

### **ATTACHMENT:**

1. Draft Letter of Intent to USACE
2. Copy of University City-MSD Intergovernmental Agreement

November \_\_, 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, 3<sup>rd</sup> 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 28<sup>th</sup> 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.

METROPOLITAN ST. LOUIS  
SEWER DISTRICT

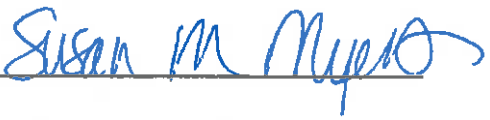


ATTEST:

  
\_\_\_\_\_  
Timothy Snoke  
Secretary-Treasurer

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

INTRODUCED BY: Councilmember Carr

DATE: August 8, 2016

BILL NO. 9291

ORDINANCE NO. 7017

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE METROPOLITAN ST. LOUIS SEWER DISTRICT (MSD) FOR REIMBURSEMENT OF THE COST OF A FEDERAL CORPS OF ENGINEERS FLOODING REDUCTION STUDY FOR THE UPPER RIVER DES PERES AREA.**

WHEREAS, the City of University City wishes to enter into an agreement for reimbursement with MSD for the City's costs to complete the Corps of Engineers federal flooding reduction study; and

WHEREAS, MSD recognizes the public benefit of a federal flooding reduction project in the area and agrees to provide financial assistance; and

WHEREAS, MSD will reimburse the City an amount not to exceed \$650,000 for the cost of the study; and

WHEREAS, the Council has determined that the completion of the federal flooding reduction study is a necessary prerequisite to a federal flooding reduction project in the area.


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

**Section 1.** The City Manager is hereby authorized and directed to execute the Agreement with MSD for reimbursement for the federal flooding reduction study of the Upper River Des Peres area, the terms and conditions of which are set forth in Exhibit "A" attached hereto and incorporated herein by reference.

\*\*\*

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

PASSED THIS 12<sup>th</sup> day of September, 2016

  
MAYOR

ATTEST:

  
CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

  
CITY ATTORNEY





## Council Agenda Item Cover

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**MEETING DATE:** November 12, 2018

**AGENDA ITEM TITLE:** FY16 Community Development Block Grant  
Amendment/Reallocation –  
Sidewalk and Curb Sections Replacement

**AGENDA SECTION:** Consent Agenda

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

---

### **BACKGROUND REVIEW:**

The St. Louis County Community Development Block Grant (CDBG) program funding from 2016 has not previously been allocated to a project in University City. According to the grant administrator there is \$50,782.40 available in remaining funds to expend as soon as possible.

The Public Works Department proposes a project for "selected sidewalk and curb sections replacement" in the eligible CDBG areas. The attached location list is populated using condition ratings and field observations, as well as complaint records relative to the condition of the sidewalks and curbs on the listed street sections.

If approved by City Council, staff will communicate the above-described purpose for the usage of the CDBG funding to the St. Louis County Program Administration Office.

### **RECOMMENDATION:**

The City Manager recommends that City Council authorize reallocation of the grant funds to the "selected sidewalk and curb sections replacement" project at the listed locations.

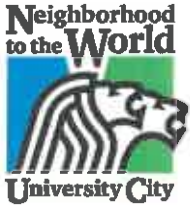
**ATTACHMENT:** Locations/quantities list





Street	From	To	Slabs	sf/slab	4" SF	6" Slabs	6" SF	Curb
Glenside Pl	Groby	Groby	12	25	300			
Groby	Mona Trail	Westover	8	25	200			
Groby	Westover	Glenside	9	25	225			
Groby	Glenside	Mulberry	8	25	200			
Groby	Mulberry	Gay/81st	2	25	50			
Raisher	Ahern	Shaftesbury	14	25	350			
Ahern	Wilshire	Mt. Olive	17	25	425			
North Dr	Westgate	Cabanne	10	25	250	3	75	
Cabanne	North Dr	Eastgate	8	25	200			
Cates	Westgate	Eastgate	17	25	425			
Clemens	Westgate	Eastgate	13	25	325	9	225	
Eastgate	North Dr	Vernon	4	25	100	3	75	
Eastgate	Vernon	Clemens	3	25	75			
Leland	Delmar	Loop N	4	25	100			
Leland	Loop N	Clemens	2	25	50			
Leland	Clemens	Vernon	11	25	275	6	150	
Heman	Loop N	Clemens	17	25	425			
Syracuse	Loop N	Clemens	8	25	200			300' Curbs
Elene	Wilshire	Mt. Olive	19	25	475			
How	Wilshire	Mt. Olive	15	25	375			
Morgan	Wilshire	Mt. Olive	14	25	350			
Wilshire	Morgan	Ahern	14	25	350	3	75	
Nobhill	81st	81st	10	25	250			
Drexel	N&S	Hanley	2	25	50			
Shaftesbury	N&S	Hanley	6	25	150			
Mt. Olive	How	Elene	12	25	300			
		Total	259		6475		600	





## Council Agenda Item Cover

**MEETING DATE:** November 12, 2018

**AGENDA ITEM TITLE:** Zoning Map Amendment – Re-zoning of 1167 Remley Ct. from GC – General Commercial to SR – Single Family Residential.

**AGENDA SECTION:** City Managers Report

**COUNCIL ACTION:** Passage of Ordinance required for Approval

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

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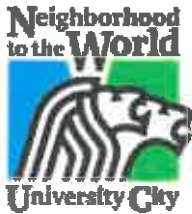
**BACKGROUND REVIEW:** The Plan Commission recommended approval of the proposed Map Amendment at their September 12, 2018 meeting. This agenda item requires a public hearing at the City Council level and consideration for the passage of an ordinance. The first reading and public hearing should take place on November 12, 2018. The second and third readings and passage of the ordinance could occur at the subsequent November 26, 2018 meeting.

### Attachments

1. Transmittal Letter from Plan Commission
2. Re-zoning Application
3. Staff Report
4. Attachment A

**RECOMMENDATION:** The City Manager recommends approval of the zoning map amendment





**Plan Commission**

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

September 14, 2018

Ms. LaRette Reese  
City Clerk  
City of University City  
6801 Delmar Boulevard  
University City, MO 63130

RE: Zoning Map Amendment – Re-zoning of 1167 Remley Ct. from GC – General Commercial to SR – Single Family Residential

Dear Ms. Reese,

At its regular meeting on September 12, 2018 at 6:30 pm in the Heman Park Community Center, 975 Pennsylvania Avenue, University city, Missouri, 63130, the Plan Commission reviewed the above-referenced application by Regina Ruminova for a re-zoning of 1167 Remley Ct., University City, Missouri, 63130 from GC – General Commercial to SR – Single Family Residential.

By a vote of 5 to 0, the Plan Commission recommended approval of the re-zoning

Sincerely,

Cirri Moran, Chairperson  
University City Plan Commission



**Department of Community Development**

6801 Delmar Boulevard • University City, Missouri 63130 • 314-505-8500 • Fax: 314-862-3168

APPLICATION FOR ZONING MAP AMENDMENT: 1167 Remley Ct, MO 63130  
Address / Location / Site of Building

1. Current Zoning District (Check one):  
 CC  GC  HR  HRO  IC  LC  LR  MR  PA  PD  SR

2. Proposed Zoning District (Check one):  
 CC  GC  HR  HRO  IC  LC  LR  MR  PA  PD  SR

3. State proposed use:  
\_\_\_\_\_

4. Describe existing premises:  
Small Residential Home

5. Describe proposed construction (please attach additional narrative):  
Brick ranch

6. State applicant's name, address and daytime telephone number:  
Regina RUVINOVA 314-393-3815  
1696 Willowbrook Manors Ct, MO 63146

7. Applicant's interest in the property (check one):  
 Owner  Tenant  Under contract to purchase  Under contract to lease  
Other (specify): \_\_\_\_\_

8. State name and address and daytime telephone number of owner, if other than applicant:  
Regina RUVINOVA 314-393-3815  
Other (specify): \_\_\_\_\_

The undersigned hereby makes application for a Site Plan Review and requests the authorization of the City Council to proceed with the activities described in this application.

05/04/2010 Regina RuvinoVA, owner  
Date Applicant's Signature and Title

**FOR OFFICE USE ONLY**

Date: \_\_\_\_\_ Application first received of \_\_\_\_\_

Application fee in the amount of \$ \_\_\_\_\_ Receipt # \_\_\_\_\_

**Requesting to rezone 1167 Remley Court from GC – General Commercial District to SR – Single Family Residential**

**COUNCIL DISTRICT:** 2  
**LOCATION:** 1167 Remley Ct.  
**FILE NUMBER:** 18-05774  
**REQUESTED ACTION:** Approval  
**APPLICANT** Regina Ruvnova  
7843 Olive  
University City, Missouri 63130  
**STATUS:** Property owner

**COMPREHENSIVE PLAN CONFORMANCE**

Yes  No  No reference

**STAFF RECOMMENDATION**

Approval  Approval with conditions  Denial

**PLAN COMMISSION RECOMMENDATION**

Approval  Approval with conditions  Denial

**PROJECT DESCRIPTION:**

Existing Zoning: GC-General Commercial District  
Proposed Zoning: SR- Single Family Residential  
Existing Land Use: Vacant Commercial  
Proposed Land Use: Single Family Residential

**Surrounding Zoning and Land Use:**

North: GC – General Commercial	Commercial
East: GC – General Commercial	Commercial
South: SR – Single Family Residential	Single Family Residential
West: SR – Single Family Residential	Single Family Residential

**Process – Required City Approvals**

Plan Commission. Section 400.3180 of the Zoning Code requires that Map Amendment applications be reviewed by Plan Commission after receipt of staff report. The Plan Commission shall report a recommendation to the City Council for their consideration.

City Council. Sections 400.3190 and 400.3200 of the Zoning Code require that a public hearing be held by the City Council before making a final decision, subsequent to receiving a recommendation from Plan Commission.

**Fire Chief Comments**

**Police Chief Comments**

**Public Works Comments**

**Analysis**

Property Information

The subject property is currently zoned GC – General Commercial and is about 5,100 square feet. The parcel contains one building. It is located at the beginning of Remley Court, adjacent to a parking lot and another single family home (see Attachment A) with access to Olive Blvd.

In the past, a dentist's office occupied 1167 Remley Court, which abuts both GC and SR zoned districts. 1167 Remley was built as a single family home in 1946. At the time, dental offices were permitted under "transitional uses" in single family residential where a property abutted a commercial or industrial zone. Dental offices remained permitted transitional uses in single family residential until 1970 when the ordinance changed to regulate home occupations, prohibiting medical, dental, and physician offices in a single family zoned area.

After 1970, a dentist still operated their business in the building. The current GC – General Commercial zoning of the property likely resulted from a spot zoning to allow for the residence's previous transitional use to remain

Current Proposal

The applicant requests that the property be rezoned from GC – General Commercial to SR – Single Family Residential. The intent is to use the property as a single family home. The building footprint will remain the same.

**Zoning Code Analysis**

Article 14, Section 34-162.2 of the Zoning Code requires that Plan Commission review a request for a map amendment and forward its recommendation to City Council. A public hearing will be conducted at the City Council level.

The purpose of "SR" Single Family Residential districts, as set forth in Section 400.130 of the Zoning Code, is;



*"To protect and conserve areas of predominantly single-family detached dwellings, while at the same time allowing for the construction of new dwelling units if in substantial conformance with the character of surrounding single-family dwellings."*

Under home occupations prohibited in single family residential (Section 400.130.A) are;

*"Medical or dental offices or clinics, including chiropractors, veterinarians, podiatrists, and similar professions"*

Replacing the transitional uses language, the code now explicitly allows or prohibits various home occupations regardless of their proximity to commercial and industrial districts. Therefore, this property was likely rezoned to accommodate a dentist's office.

### **Staff Recommendation**

The staff recommends that proposed rezoning of GC – General Commercial to SR – Single Family Residential be granted for the following reasons.

1. While we do not know when the lot was zoned to GC, the fact that the structure matches the size and shape of surrounding residential structures and was built prior to 1950, like the surrounding residential structures were, suggests the structure was originally built as a home and not a dentist office.
2. The lot and structure fit the prevailing pattern and character of single family residential on its South and West sides;
3. The rezoning will not cause substantial injury to the value of neighboring properties;
4. Approving the rezoning would increase consistency in the surrounding zoning district by including a structure originally built as a single family home in the adjacent SR district.

In conclusion, the staff recommend the proposed zoning map amendment be approved by the Planning Commission, and forward its recommendation on the City Council. Please see Attachment A for more details on site location and character.

**ATTACHMENT A**

Map I. Aerial view of 1167 Remley Ct.



Map II. Zoning of and surrounding 1167 Remley Ct.



Image I. Street view of 1167 Remley Ct.



Image II. Street view of adjacent properties to the South (1159 & 1163 Remley Ct.)

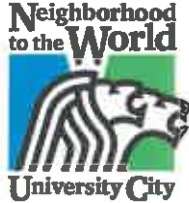


Image III. Street view of adjacent property to the North (7700 Olive)









## Council Agenda Item Cover

**MEETING DATE:** November 12, 2018  
**AGENDA ITEM TITLE:** West Loop CID Task Force  
**AGENDA SECTION:** City Manager's Report  
**CAN THIS ITEM BE RESCHEDULED? :** Yes

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### **BACKGROUND REVIEW:**

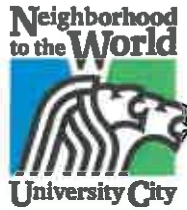
This agenda item asks the Mayor and Council to formalize the informal Task Force that has been exploring the feasibility of creating a West Loop Community Improvement District and its structure. Further that Council commits an amount not to exceed \$35,000 to cover expenses associated with this project, should the Council accept the feasibility of creating the CID.

### **RECOMMENDATION:**

The City Manager recommends approval of this item.







## **Council Agenda Item Cover**

**MEETING DATE:** November 12, 2018

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

**AGENDA SECTION:** Unfinished Business

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

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### **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**

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**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](mailto: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 WCDC) 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".

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, STLCPD 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

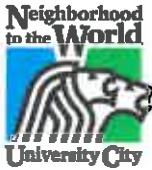
\_\_\_\_\_  
MAYOR

ATTEST:

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

CERTIFIED TO BE CORRECT AS TO FORM:

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



## Council Agenda Item Cover

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**MEETING DATE:** November 12, 2018

**AGENDA ITEM TITLE:** Parking Restriction on Jackson Avenue at University Drive

**AGENDA SECTION:** New Business

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

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### **BACKGROUND REVIEW:**

A traffic request was submitted for restricting parking on the Jackson Ave. side of the 7400 University Dr. property where the detached garage of the property fronts Jackson Ave. A parking prohibition is proposed in response from University Drive intersection to the City Limits, which would then be continued into the already-existing No Parking restriction in the City of Clayton.

The above action, if approved, would prevent vehicles from parking on the West side of Jackson Ave. in close proximity to the residential driveway of 7400 University Dr. and enable safer access to the driveway.

The Traffic Commission voted to approve the request at their October 10, 2018 meeting.

### **RECOMMENDATION:**

The City Manager recommends that the City Council approve the attached ordinance to amend the appropriate section of the Municipal Code regulating parking prohibitions on certain streets at all times.

### **ATTACHMENTS:**

1. Draft Bill amending Traffic Code, "Schedule III – Table III-E Parking Prohibited on Certain Streets At All Times".
2. Traffic Commission Staff Report

INTRODUCED BY:

DATE:

BILL NO: 9369

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

**AN ORDINANCE AMENDING SCHEDULE III 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.** Schedule III of 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.** Schedule III of the University City Municipal Code is hereby amended to add **Jackson Avenue: On the West side from University Drive to the city limits southbound** where the City has designated as a "No Parking Zone", to be edited to the Traffic Code as the "Schedule" – Schedule III, as follows:

**Traffic Schedules**

**Schedule III: Parking Restrictions**

**Table III-E Parking Prohibited On Certain Streets At All Times.**

**Jackson Ave.: On the West side from University Drive to South to the south 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 10, 2018  
**APPLICANT:** City of University City  
**Location:** Jackson Ave from University Drive to Southern City Limits  
**Request:** No Parking Signs  
**Attachments:** Traffic Request Form

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**Existing Conditions:**

Jackson and University Intersection.



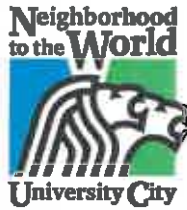
At this location the residents have fear of safety of entering and exiting their driveway due to the constant parking of vehicles for hours at a time.

**Request**

Place No Parking signs in the area from University to City Limits.

**Conclusion/Recommendation:**

City staff recommends that the Traffic Commission approve this request due to the safety concerns. This would meet with Clayton's No Parking restriction on the west side of Jackson.



## Council Agenda Item Cover

**MEETING DATE:** November 12, 2018

**AGENDA ITEM TITLE:** Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan; and RPA 1, RPA 2 and RPA 3 Redevelopment Projects

**AGENDA SECTION:** New Business – Bills 9370, 9371, 9372 and 9393

**CAN THIS ITEM BE RESCHEDULED? :** No

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### BACKGROUND REVIEW:

On August 23, 2018, the TIF Commission completed a public hearing and adopted a resolution recommending that the City Council adopt ordinances approving the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan and the RPA 1, RPA 2 and RPA 3 Redevelopment Projects described therein. Based on the TIF Commission's recommendation, four ordinances have been prepared – one approving the Redevelopment Plan and three approving the Redevelopment Projects for each RPA. The RPA 1 Redevelopment Project includes the mixed-use development proposed by Novus Development near the Olive Boulevard and I-170 interchange. The RPA 2 Redevelopment Project includes the residential area north of Olive Boulevard and the RPA 3 Redevelopment Project includes the Olive Boulevard commercial corridor. The Redevelopment Plan provides for \$70.5 million of TIF assistance for RPA 1 and approximately \$15 million of TIF assistance for RPA 2 and RPA 3. The City's staff and consultants are currently negotiating a redevelopment agreement with Novus Development to provide the terms and conditions upon which the TIF assistance for RPA 1 will be provided. This redevelopment agreement will be the subject of a future ordinance.

The TIF Act requires that the Redevelopment Plan and Redevelopment Project ordinances be introduced between 14 and 90 days from the completion of the TIF Commission's public hearing. However, after introduction, they may be tabled until the City wishes to activate tax increment financing (such as when negotiation of the redevelopment agreement is complete).

### RECOMMENDATION:

The City Manager recommends approval.

### ATTACHMENTS:

Bill Numbers: 9370, 9371, 9372, 9373





**INTRODUCED BY:**

**DATE:** November 12, 2018

**BILL NO. 9370**

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

**AN ORDINANCE DESIGNATING A PORTION OF THE CITY OF UNIVERSITY CITY, MISSOURI, AS A REDEVELOPMENT AREA; APPROVING THE OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT PLAN; AND MAKING FINDINGS RELATED THERETO.**

**WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the Act; and

**WHEREAS**, the City of University City, Missouri (the "City") duly created the Tax Increment Financing Commission of the City of University City, Missouri (the "TIF Commission") pursuant to the Act; and

**WHEREAS**, the Act authorizes the TIF Commission to hold hearings with respect to proposed redevelopment areas, plans and projects and to make recommendations thereon to the City Council; and

**WHEREAS**, the TIF Commission reviewed a plan for redevelopment known as the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan, attached as **Exhibit A** hereto and incorporated herein by this reference (the "Redevelopment Plan"), for the redevelopment of approximately 800 acres generally bounded by I-170 on the west, the University City city limits on the north and east, and Olive Boulevard on the south (but also including commercial property on both the south and north sides of Olive Boulevard and residential property south of Olive Boulevard on Briscoe Place and Mayflower Court) (as further described in the Redevelopment Plan, the "Redevelopment Area"); and

**WHEREAS**, the Redevelopment Plan divides the Redevelopment Area into three redevelopment project areas (each, an "RPA"); and

**WHEREAS**, the Redevelopment Plan envisions that "RPA 1" will be redeveloped for a mix of uses, including retail, restaurant, office, multi-family apartments, senior living apartments and hotel uses (as further described in the Redevelopment Plan, the "RPA 1 Redevelopment Project"); and

**WHEREAS**, the Redevelopment Plan envisions that "RPA 2" will be redeveloped to promote residential conservation through various mechanisms, including the implementation of a housing improvement grant and loan program and the completion of various public improvements (as further described in the Redevelopment Plan, the "RPA 2 Redevelopment Project"); and

**WHEREAS**, the Redevelopment Plan envisions that "RPA 3" will be redeveloped to promote commercial uses along the Olive Boulevard corridor through various mechanisms, including the implementation of a commercial property rehabilitation grant and loan program and the completion of various public improvements (as further described in the Redevelopment Plan, the "RPA 3 Redevelopment Project," and, collectively with the RPA 1 Redevelopment Project and the RPA 2 Redevelopment Project, the "Redevelopment Projects"); and

**WHEREAS**, in response to a solicitation of proposals by the City, Novus Development submitted a proposal for the redevelopment of RPA 1 (which it intends to implement through its affiliate, U City, L.L.C (the “RPA 1 Developer”)); and

**WHEREAS**, the City intends to serve as the master developer of RPA 2 and RPA 3; and

**WHEREAS**, after all proper notice was given, the TIF Commission held a public hearing in conformance with the Act on May 23, 2018, June 6, 2018, June 22, 2018 and August 23, 2018 and received comments from all interested persons and taxing districts wishing to be heard relative to (1) the Redevelopment Plan, (2) the designation of the Redevelopment Area, and (3) the approval of the Redevelopment Projects; and

**WHEREAS**, after the conclusion of the public hearing, the TIF Commission passed a resolution on August 23, 2018 (attached as **Exhibit B** hereto) recommending, among other matters, that the City Council approve the Redevelopment Plan, approve the designation of the Redevelopment Area, approve the Redevelopment Projects and adopt tax increment financing within each RPA;

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

**Section 1.** The City Council hereby makes the following findings:

A. RPA 1 and RPA 3 of the Redevelopment Area on the whole are a “blighted area,” as defined in Section 99.805(1) of the Act. RPA 2 of the Redevelopment Area on the whole is a “conservation area,” as defined in Section 99.805(3) of the Act. The Redevelopment Area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. The Redevelopment Plan includes, and the City Council hereby finds and adopts by reference, (i) a detailed description of the factors that qualify the Redevelopment Area and the Redevelopment Projects pursuant to the provisions of Section 99.810.1(1) of the Act, and (ii) affidavits, signed on behalf of (A) with respect to RPA 1, the RPA 1 Developer and (B) with respect to RPA 2 and RPA 3, the City, as the proposed master developer of RPA 2 and RPA 3, attesting that the provisions of Section 99.810.1(1) of the Act have been met.

B. The Redevelopment Plan conforms to the comprehensive plan for the development of the City as a whole.

C. The estimated dates of completion of the Redevelopment Projects and retirement of obligations incurred to finance redevelopment project costs have been stated in the Redevelopment Plan, and these dates are no more than 23 years from the adoption of the ordinances approving the Redevelopment Projects.

D. The City has developed a plan for relocation assistance for businesses and residences in conformity with the requirements of Sections 523.200 through 523.215 of the Revised Statutes of Missouri, as amended.

E. Cost-benefit analyses showing the economic impact of the Redevelopment Plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area are attached as **Exhibit C** hereto and are incorporated herein as if fully set forth herein, which cost-benefit analyses show the impact on the economy if the Redevelopment Projects are not built and if the Redevelopment Projects are built pursuant to the Redevelopment Plan. The

cost-benefit analyses also include a fiscal impact study on every affected political subdivision. The cost-benefit analyses also include sufficient information from RPA 1 Developer and the proposed master developer of RPA 2 and RPA 3 for the TIF Commission to evaluate whether the Redevelopment Projects as proposed are financially feasible, and the TIF Commission has found that the Redevelopment Projects as proposed are financially feasible.

F. The Redevelopment Plan does not include the initial development or redevelopment of any gambling establishment.

**Section 2.** The Redevelopment Area is hereby designated as a “redevelopment area” as defined in Section 99.805(12) of the Act.

**Section 3.** The Redevelopment Plan is hereby adopted and approved.

**Section 4.** The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5.** This Ordinance shall be in full force and effect from and after its passage and approval.

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**PASSED and ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

\_\_\_\_\_  
MAYOR

(Seal)

ATTEST:

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

CERTIFIED TO BE CORRECT AS TO FORM:

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

**EXHIBIT A**

**REDEVELOPMENT PLAN**

[On file in the City Clerk's Office]

**EXHIBIT B**

**TIF COMMISSION RESOLUTION**

[On file in the City Clerk's Office]

**EXHIBIT C**

**COST-BENEFIT ANALYSIS**

[On file in the City Clerk's Office]





**INTRODUCED BY:**

**DATE:** November 12, 2018

**BILL NO. 9371**

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

**AN ORDINANCE APPROVING A REDEVELOPMENT PROJECT FOR REDEVELOPMENT PROJECT AREA 1 OF THE OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT AREA; ADOPTING TAX INCREMENT FINANCING WITH RESPECT THERETO; AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS.**

**WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), authorizes municipalities to approve redevelopment projects pursuant to the Act; and

**WHEREAS**, the City of University City, Missouri (the "City") duly created the Tax Increment Financing Commission of the City of University City, Missouri (the "TIF Commission") pursuant to the Act; and

**WHEREAS**, the Act authorizes the TIF Commission to hold hearings with respect to proposed redevelopment areas, plans and projects and to make recommendations thereon to the City Council; and

**WHEREAS**, the TIF Commission reviewed a plan for redevelopment known as the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan (the "Redevelopment Plan"), for the redevelopment of approximately 800 acres generally bounded by I-170 on the west, the University City city limits on the north and east, and Olive Boulevard on the south (but also including commercial property on both the south and north sides of Olive Boulevard and residential property south of Olive Boulevard on Briscoe Place and Mayflower Court) (as further described in the Redevelopment Plan, the "Redevelopment Area"); and

**WHEREAS**, the Redevelopment Plan divides the Redevelopment Area into three redevelopment project areas (each, an "RPA"); and

**WHEREAS**, the Redevelopment Plan envisions that "RPA 1" will be redeveloped for a mix of uses, including retail, restaurant, office, multi-family apartments, senior living apartments and hotel uses (as further described in the Redevelopment Plan, the "RPA 1 Redevelopment Project"); and

**WHEREAS**, after all proper notice was given, the TIF Commission held a public hearing in conformance with the Act on May 23, 2018, June 6, 2018, June 22, 2018 and August 23, 2018, and received comments from all interested persons and taxing districts wishing to be heard relative, among other things, to (1) the Redevelopment Plan, (2) the designation of the Redevelopment Area, and (3) the approval of the RPA 1 Redevelopment Project; and

**WHEREAS**, after the conclusion of the public hearing, the TIF Commission passed a resolution on August 23, 2018 recommending, among other matters, that the City Council approve the Redevelopment Plan, approve the designation of the Redevelopment Area, approve the RPA 1 Redevelopment Project and adopt tax increment financing within RPA 1; and

**WHEREAS**, on \_\_\_\_\_, 2018, the City Council adopted Ordinance No. \_\_\_\_, which approved the Redevelopment Plan and designated the Redevelopment Area as a “redevelopment area” under the Act;

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

**Section 1.** The RPA 1 Redevelopment Project is hereby adopted and approved. The City Council finds that the area selected for the RPA 1 Redevelopment Project includes only those parcels of real property and improvements thereon directly and substantially benefited by the proposed RPA 1 Redevelopment Project.

**Section 2.** Tax increment allocation financing is hereby adopted within RPA 1 (as legally described in the Redevelopment Plan).

**Section 3.** After the total equalized assessed valuation of the taxable real property in RPA 1 exceeds the certified total initial equalized assessed value of all taxable real property in RPA 1, as determined in accordance with the Act, the ad valorem taxes and payments in lieu of taxes, if any, arising from the levies upon taxable real property in RPA 1 by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act each year after the effective date of this Ordinance until the payment in full of all redevelopment project costs shall be divided as follows:

(1) That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in RPA 1 shall be allocated to and, when collected, shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing; and

(2) Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in RPA 1 and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property in RPA 1 shall be allocated to and, when collected, shall be paid to the City’s Finance Director, who shall deposit such payments in lieu of taxes into a special fund called the “RPA 1 – Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Area Special Allocation Fund” (the “RPA 1 Special Allocation Fund”) of the City for the purpose of paying redevelopment costs and obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate of RPA 1 from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

**Section 4.** In addition, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing districts, and which are generated by economic activities within RPA 1, over the amount of such taxes, penalties and interest in the calendar year prior to the adoption of this Ordinance, while tax increment financing remains in effect, but excluding taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, licenses, fees or special assessments other than payments in lieu of taxes and any penalty and interest thereon, taxes levied pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, for the purpose of public transportation and any other tax or fee excluded by law, shall be allocated to and paid by the collecting officer to the City’s Finance Director, who shall deposit such funds into a separate segregated account within the RPA 1 Special Allocation Fund.

**Section 5.** The RPA 1 Special Allocation Fund is hereby established. The RPA 1 Special Allocation Fund shall have a "PILOTs Account," an "EATs Account" and such other accounts and subaccounts as may be necessary or desirable for the administration of the Redevelopment Plan. All moneys deposited in the RPA 1 Special Allocation Fund shall be applied in such manner consistent with the Redevelopment Plan as determined by the City Council.

**Section 6.** The City Clerk is hereby directed to submit a certified copy of this Ordinance to the County Assessor, who is directed to determine the total equalized assessed value of all taxable real property within RPA 1 as of the date of this Ordinance, by adding together the most recently ascertained equalized assessed value of each taxable lot, block, tract or parcel of real property within RPA 1, and shall certify such amount as the total initial equalized assessed value of the taxable real property within RPA 1. The City Clerk is further directed to submit a certified copy of this Ordinance to the County Collector, and the City Finance Director is directed to certify to the County Collector the amount of taxes derived from economic activities within RPA 1 in the calendar year prior to the adoption of this Ordinance, as prescribed in **Section 4** hereof.

**Section 7.** The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 8.** This Ordinance shall be in full force and effect from and after its passage and approval.

**PASSED and ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

\_\_\_\_\_  
MAYOR

(Seal)

ATTEST:

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

CERTIFIED TO BE CORRECT AS TO FORM:

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



**INTRODUCED BY:**

**DATE: November 12, 2018**

**BILL NO. 9372**

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

**AN ORDINANCE APPROVING A REDEVELOPMENT PROJECT FOR REDEVELOPMENT PROJECT AREA 2 OF THE OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT AREA; ADOPTING TAX INCREMENT FINANCING WITH RESPECT THERETO; AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS.**

**WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), authorizes municipalities to approve redevelopment projects pursuant to the Act; and

**WHEREAS**, the City of University City, Missouri (the "City") duly created the Tax Increment Financing Commission of the City of University City, Missouri (the "TIF Commission") pursuant to the Act; and

**WHEREAS**, the Act authorizes the TIF Commission to hold hearings with respect to proposed redevelopment areas, plans and projects and to make recommendations thereon to the City Council; and

**WHEREAS**, the TIF Commission reviewed a plan for redevelopment known as the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan (the "Redevelopment Plan"), for the redevelopment of approximately 800 acres generally bounded by I-170 on the west, the University City city limits on the north and east, and Olive Boulevard on the south (but also including commercial property on both the south and north sides of Olive Boulevard and residential property south of Olive Boulevard on Briscoe Place and Mayflower Court) (as further described in the Redevelopment Plan, the "Redevelopment Area"); and

**WHEREAS**, the Redevelopment Plan divides the Redevelopment Area into three redevelopment project areas (each, an "RPA"); and

**WHEREAS**, the Redevelopment Plan envisions that "RPA 2" will be redeveloped to promote residential conservation through various mechanisms, including the implementation of a housing improvement grant and loan program and the completion of various public improvements (as further described in the Redevelopment Plan, the "RPA 2 Redevelopment Project"); and

**WHEREAS**, after all proper notice was given, the TIF Commission held a public hearing in conformance with the Act on May 23, 2018, June 6, 2018, June 22, 2018 and August 23, 2018, and received comments from all interested persons and taxing districts wishing to be heard relative, among other things, to (1) the Redevelopment Plan, (2) the designation of the Redevelopment Area, and (3) the approval of the RPA 2 Redevelopment Project; and

**WHEREAS**, after the conclusion of the public hearing, the TIF Commission passed a resolution on August 23, 2018 recommending that, among other things the City Council approve the Redevelopment Plan, approve the designation of the Redevelopment Area, approve the RPA 2 Redevelopment Project and adopt tax increment financing within RPA 2; and

**WHEREAS**, on \_\_\_\_\_, 2018, the City Council adopted Ordinance No. \_\_\_\_, which approved the Redevelopment Plan and designated the Redevelopment Area as a “redevelopment area” under the Act;

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

**Section 1.** The RPA 2 Redevelopment Project is hereby adopted and approved. The City Council finds that the area selected for the RPA 2 Redevelopment Project includes only those parcels of real property and improvements thereon directly and substantially benefited by the proposed RPA 2 Redevelopment Project.

**Section 2.** Tax increment allocation financing is hereby adopted within RPA 2 (as legally described in the Redevelopment Plan).

**Section 3.** After the total equalized assessed valuation of the taxable real property in RPA 2 exceeds the certified total initial equalized assessed value of all taxable real property in RPA 2, as determined in accordance with the Act, the ad valorem taxes and payments in lieu of taxes, if any, arising from the levies upon taxable real property in RPA 2 by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act each year after the effective date of this Ordinance until the payment in full of all redevelopment project costs shall be divided as follows:

(1) That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in RPA 2 shall be allocated to and, when collected, shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing; and

(2) Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in RPA 2 and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property in RPA 2 shall be allocated to and, when collected, shall be paid to the City’s Finance Director, who shall deposit such payments in lieu of taxes into a special fund called the “RPA 2 – Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Area Special Allocation Fund” (the “RPA 2 Special Allocation Fund”) of the City for the purpose of paying redevelopment costs and obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate of RPA 2 from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

**Section 4.** In addition, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing districts, and which are generated by economic activities within RPA 2, over the amount of such taxes, penalties and interest in the calendar year prior to the adoption of this Ordinance, while tax increment financing remains in effect, but excluding taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, licenses, fees or special assessments other than payments in lieu of taxes and any penalty and interest thereon, taxes levied pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, for the purpose of public transportation and any other tax or fee excluded by law, shall be allocated to and paid by the collecting officer to the City’s Finance Director, who shall deposit such funds into a separate segregated account within the RPA 2 Special Allocation Fund.

**Section 5.** The RPA 2 Special Allocation Fund is hereby established. The RPA 2 Special Allocation Fund shall have a "PILOTs Account," an "EATs Account" and such other accounts and subaccounts as may be necessary or desirable for the administration of the Redevelopment Plan. All moneys deposited in the RPA 2 Special Allocation Fund shall be applied in such manner consistent with the Redevelopment Plan as determined by the City Council.

**Section 6.** The City Clerk is hereby directed to submit a certified copy of this Ordinance to the County Assessor, who is directed to determine the total equalized assessed value of all taxable real property within RPA 2 as of the date of this Ordinance, by adding together the most recently ascertained equalized assessed value of each taxable lot, block, tract or parcel of real property within RPA 2, and shall certify such amount as the total initial equalized assessed value of the taxable real property within RPA 2. The City Clerk is further directed to submit a certified copy of this Ordinance to the County Collector, and the City Finance Director is directed to certify to the County Collector the amount of taxes derived from economic activities within RPA 2 in the calendar year prior to the adoption of this Ordinance, as prescribed in **Section 4** hereof.

**Section 7.** The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 8.** This Ordinance shall be in full force and effect from and after its passage and approval.

**PASSED and ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

\_\_\_\_\_  
MAYOR

(Seal)

ATTEST:

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

CERTIFIED TO BE CORRECT AS TO FORM:

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





**INTRODUCED BY:**

**DATE:** November 12, 2018

**BILL NO. 9373**

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

**AN ORDINANCE APPROVING A REDEVELOPMENT PROJECT FOR REDEVELOPMENT PROJECT AREA 3 OF THE OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT AREA; ADOPTING TAX INCREMENT FINANCING WITH RESPECT THERETO; AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS.**

**WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), authorizes municipalities to approve redevelopment projects pursuant to the Act; and

**WHEREAS**, the City of University City, Missouri (the "City") duly created the Tax Increment Financing Commission of the City of University City, Missouri (the "TIF Commission") pursuant to the Act; and

**WHEREAS**, the Act authorizes the TIF Commission to hold hearings with respect to proposed redevelopment areas, plans and projects and to make recommendations thereon to the City Council; and

**WHEREAS**, the TIF Commission reviewed a plan for redevelopment known as the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan (the "Redevelopment Plan"), for the redevelopment of approximately 800 acres generally bounded by I-170 on the west, the University City city limits on the north and east, and Olive Boulevard on the south (but also including commercial property on both the south and north sides of Olive Boulevard and residential property south of Olive Boulevard on Briscoe Place and Mayflower Court) (as further described in the Redevelopment Plan, the "Redevelopment Area"); and

**WHEREAS**, the Redevelopment Plan divides the Redevelopment Area into three redevelopment project areas (each, an "RPA"); and

**WHEREAS**, the Redevelopment Plan envisions that "RPA 3" will be redeveloped to promote commercial uses along the Olive Boulevard corridor through various mechanisms, including the implementation of a commercial property rehabilitation grant and loan program and the completion of various public improvements (as further described in the Redevelopment Plan, the "RPA 3 Redevelopment Project"); and

**WHEREAS**, after all proper notice was given, the TIF Commission held a public hearing in conformance with the Act on May 23, 2018, June 6, 2018, June 22, 2018 and August 23, 2018, and received comments from all interested persons and taxing districts wishing to be heard relative, among other things, to (1) the Redevelopment Plan, (2) the designation of the Redevelopment Area, and (3) the approval of the RPA 3 Redevelopment Project; and

**WHEREAS**, after the conclusion of the public hearing, the TIF Commission passed a resolution on August 23, 2018 recommending that, among other things the City Council approve the Redevelopment Plan, approve the designation of the Redevelopment Area, approve the RPA 3 Redevelopment Project and adopt tax increment financing within RPA 3; and

**WHEREAS**, on \_\_\_\_\_, 2018, the City Council adopted Ordinance No. \_\_\_\_, which approved the Redevelopment Plan and designated the Redevelopment Area as a “redevelopment area” under the Act;

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

**Section 1.** The RPA 3 Redevelopment Project is hereby adopted and approved. The City Council finds that the area selected for the RPA 3 Redevelopment Project includes only those parcels of real property and improvements thereon directly and substantially benefited by the proposed RPA 3 Redevelopment Project.

**Section 2.** Tax increment allocation financing is hereby adopted within RPA 3 (as legally described in the Redevelopment Plan).

**Section 3.** After the total equalized assessed valuation of the taxable real property in RPA 3 exceeds the certified total initial equalized assessed value of all taxable real property in RPA 3, as determined in accordance with the Act, the ad valorem taxes and payments in lieu of taxes, if any, arising from the levies upon taxable real property in RPA 3 by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act each year after the effective date of this Ordinance until the payment in full of all redevelopment project costs shall be divided as follows:

(1) That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in RPA 3 shall be allocated to and, when collected, shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing; and

(2) Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in RPA 3 and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property in RPA 3 shall be allocated to and, when collected, shall be paid to the City’s Finance Director, who shall deposit such payments in lieu of taxes into a special fund called the “RPA 3 – Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Area Special Allocation Fund” (the “RPA 3 Special Allocation Fund”) of the City for the purpose of paying redevelopment costs and obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate of RPA 3 from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

**Section 4.** In addition, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing districts, and which are generated by economic activities within RPA 3, over the amount of such taxes, penalties and interest in the calendar year prior to the adoption of this Ordinance, while tax increment financing remains in effect, but excluding taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, licenses, fees or special assessments other than payments in lieu of taxes and any penalty and interest thereon, taxes levied pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, for the purpose of public transportation and any other tax or fee excluded by law, shall be allocated to and paid by the collecting officer to the City’s Finance Director, who shall deposit such funds into a separate segregated account within the RPA 3 Special Allocation Fund.

**Section 5.** The RPA 3 Special Allocation Fund is hereby established. The RPA 3 Special Allocation Fund shall have a "PILOTs Account," an "EATs Account" and such other accounts and subaccounts as may be necessary or desirable for the administration of the Redevelopment Plan. All moneys deposited in the RPA 3 Special Allocation Fund shall be applied in such manner consistent with the Redevelopment Plan as determined by the City Council.

**Section 6.** The City Clerk is hereby directed to submit a certified copy of this Ordinance to the County Assessor, who is directed to determine the total equalized assessed value of all taxable real property within RPA 3 as of the date of this Ordinance, by adding together the most recently ascertained equalized assessed value of each taxable lot, block, tract or parcel of real property within RPA 3, and shall certify such amount as the total initial equalized assessed value of the taxable real property within RPA 3. The City Clerk is further directed to submit a certified copy of this Ordinance to the County Collector, and the City Finance Director is directed to certify to the County Collector the amount of taxes derived from economic activities within RPA 3 in the calendar year prior to the adoption of this Ordinance, as prescribed in **Section 4** hereof.

**Section 7.** The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 8.** This Ordinance shall be in full force and effect from and after its passage and approval.

**PASSED and ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

\_\_\_\_\_  
MAYOR

(Seal)

ATTEST:

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

CERTIFIED TO BE CORRECT AS TO FORM:

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



**CALOP Commission Meeting Minutes**  
**Wednesday, August 22, 2018**  
**University City, U City Library, Room #2**  
**6:30 PM**

**Members in Attendance:** Patricia McQueen, David Stokes; Suzanne Greenwald; Robert Wilcox; Richard Ruderer; Kymal Dockett

**Members Absent:** Dennis Riggs

**Others in Attendance:** Councilmember Steven McMahon; Patrick Wall; Keith Cole

**Call to Order**

The meeting was called to order by Ms. McQueen, Chairperson, at 6:34 PM.

**Approval of Agenda**

A motion to approve the agenda was made by Mr. Wilcox and seconded by Mr. Ruderer. The motion carried unanimously.

**Approval of Minutes**

A motion to approve the July 23, 2018 minutes was made by Mr. Ruderer and seconded by Mr. Wilcox. The motion carried unanimously.

**Treasurer's Report**

Mr. Cole reported the Treasurer's Report as of July 31, 2018. As stated, the financial report was accepted and will be filed for audit.

**Chairperson's Comments**

Chairperson McQueen talked about how CALOP currently seemed to be where it was two years ago before the RFP (Request for Proposal) and not for sure if CALOP was going to get additional funding from the Economic Development Retail Sales Tax (EDRST). In addition, would it be wise to have a meeting with City Council or City Manager. Councilmember McMahon gave examples and a synopsis on how to apply for funding from the Economic Development Retail Sales Tax. City Council makes the final determination on who receives money from the EDRST. Do we do another RFP?

**Agenda Items**

Mr. Ruderer opened up his proposal, 1<sup>st</sup> Year Grant Programming, for discussion. It was noted the dollar amount for line item For students or student groups should say Up to \$1,500 and not \$15,000. This directed grant programming mission is to focus on positive aspects of University City and to meet the needs of University City in a positive way.

The tentative timeline on proposal would be pushed back by one month. The proposal would be exploring all social media sites that are available.

A motion was made by Mr. Ruderer, to proceed forward with the 1<sup>st</sup> year Grant Programming and to hire a consultant. The motion was seconded by Mr. Wilcox. The motion carried unanimously.

A motion was made by Mr. Ruderer to table discussion on Grant Round Discussion until next month's meeting. The motion was seconded by Mr. Wilcox. The motion carried unanimously.



## **Green Practices Commission**

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

**Meeting Minutes – University City Green Practices Commission**

**August 9, 2018**

**Location: Heman Park Community Center**

**Attendees Present: Jonathan Stittleman (Chairperson), John Solodar, Mary Gorman, Barbara Brain, Tim Cusick (Council Liaison), Adam Brown (acting Staff Liaison)**

**Absent: Adam Staudt**

1. **Roll Call**
2. **Opening Round:**
  - a. **Barbara is a now volunteering at Forest ReLeaf.**
  - b. **Mary reported HopCat is composting; possibly invite them to discuss with the GPC.**
  - c. **Jenny indicated the next Electronics Recycling Event is October 13<sup>th</sup>.**
3. **Approval of Minutes**
  - a. **06/14/18 Green Practices Commission Meeting Minutes approved as written.**
  - b. **07/12/18 Green Practices Commission Meeting Minutes approved with amendment.**
4. **Special Presentations**
  - a. **Public Comments: Barbara Pickard discussed the collaborative talks between U City and Washington University and what is needed to move forward. Barbara also discussed a movie produced by Renew Missouri about renewable energy that would benefit the Green Practices Commission and University residents to see.**
5. **New Business**
  - a. **The commission voted for John Solodar to become the new Chairperson.**
  - b. **Jenny reported on a proposal to sign a Memorandum of Understanding to enter into a 6 month pilot program with Lime Bikes.**
6. **Old Business**
  - a. **Jenny discussed the draft Sustainable Practices Guidelines with the commission. Tim Cusick suggested the guidelines be sent to the Stormwater Task Force.**

**7. Commission Reports**

- a. **Council Liaison Update:** Tim Cusick reported that August 23<sup>rd</sup> there will be a TIF meeting at the high school.
- b. **Quarterly Report – Waste/Resource Conservation:** Jenny Wendt reported on the state of recycling and the critical need to keep contamination out of the single stream recycling.
- c. **Quarterly Report – Community Gardens:** Barbara Brain discussed the following things local governments can do to encourage community gardens:
  - **Make sure zoning allows community gardens**
  - **Inventory open spaces and vacant land**
  - **Create a municipal community garden**
  - **Promote community gardens**
  - **Allow leasing of vacant land for nominal fee**
  - **Provide access to water**
  - **Form partnership with gateway greening**
  - **Use floodplain for gardens**

**8. Closing Round**

- a. **Jenny – Resource Management recycling plant is closing.**

**9. Adjournment at 7:01pm**

**Council Comments**

Councilmember McMahon mentioned the TIF Commission meeting is tomorrow night at 6:00pm at the high school.

The question was raised, should CALOP meet with City Council?

**Next Meeting Date (Tentative)**

The next meeting is scheduled for Tuesday, September 25, 2018, at 6:30 PM. Location is U City Library – Room #2.

**Adjournment**

The meeting was adjourned at 7:35 PM.





## **Green Practices Commission**

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

**Meeting Minutes – University City Green Practices Commission**

**September 13, 2018**

**Location: Heman Park Community Center**

**Attendees Present: John Solodar (Chairperson), Jonathan Stitleman, Barbara Brain, Adam Staudt, Tim Cusick (Council Liaison), Janet Carter (acting Staff Liaison), Liz Essman (proposed Green Practices Commissioner)**

**Absent: Mary Gorman**

1. **Roll Call**
2. **Opening Round:**
  - a. **New Member Liz Essman is attending the meeting and will be sworn in soon.**
  - b. **Washington University/University City talks – City Manager has requested Washington University provide a letter of support for the talks.**
3. **Approval of Minutes**
  - a. **08/09/18 Green Practices Commission Meeting Minutes were not provided so were not reviewed.**
4. **Special Presentations**
  - a. **Public Comments: None**
5. **New Business**
  - a. **Renew Missouri – Green Tariff Program: The Commission voted unanimously for the City Manager/City Council to proceed with the non-binding letter for an expression of interest in the program.**
6. **Quarterly Report – Education/Advocacy: Timothy Dugan: Vehicular Idling**
  - **Environmental Justice component – Idling occurs in commercial areas or along streets in areas of lower income housing; police cars, public transit, etc.**
  - **Idling uses more gas, reduces quality of spark plugs, increases exhaust system corrosion, etc.**
  - **Public Health impacts – Idling vehicles lead to increased pollution and increased respiratory problems, asthma, allergies.**
  - **Need to educate residential, city, and commercial drivers.**

- Installing signs in the Loop and around Washington University.
- Suggestion to add an article to ROARS with idling facts.
- Adam Staudt asked: Are there after-market product that can turn off the vehicle after a certain amount of time when at a stop? (This is a standard feature on some newer cars) Timothy will look into this.

7. Old Business

- a. Sustainable Practices Guidelines (Developmental Green Practices): Review document and grid, how can success be measured – Commission would like to discuss this with Jenny, possibly break down the discussion over several meetings. Tabled until next meeting.

8. Commission Reports

- a. Council Liaison Update: Tim Cusick – Asked if any proposal would have impact on any other commissions, possibly traffic and plan commissions.
- b. TIF approved resolution to proceed with Olive/170. In the next month something formally will be presented to Council.
- c. University City in Bloom will hold their Plein Air Art Event on September 23.
- d. University City Historic Society hold a event on September 20 in rotunda of City Hall and will attempt to light the beacon at City Hall.

9. Closing Round

10. Adjournment at 6:15 pm