



MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
Monday, May 13, 2019
6:30 p.m.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS

1. University City Symphony Orchestra – 58th Season
2. Key Club of University City High School

E. APPROVAL OF MINUTES

1. April 22, 2019 Regular Session minutes

F. APPOINTMENTS to BOARDS & COMMISSIONS

1. James Redd is nominate to the Park Commission replacing Steve Goldstein's expired term (1/21/19) by Councilmember Tim Cusick
2. Barry Nelson is nominated to the Board of Appeals replacing David Havens's unexpired term (8/1/22) by Councilmember Paulette Carr

G. SWEARING IN to BOARDS & COMMISSIONS

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

I. PUBLIC HEARINGS

1. Liquor License – Neighbor Pharmacy LLC
2. Liquor License – Fox Fire Restaurant and Bar
3. Liquor License – Dollar General

J. CONSENT AGENDA – Vote Required

1. Awning Replacement - Parking Garage Fund Balance
2. Liquor License – Neighbor Pharmacy LLC
3. Liquor License – Fox Fire Restaurant and Bar
4. Liquor License – Dollar General
5. Police Department Vehicles Replacement - (Cars #1 and #10)

K. CITY MANAGER'S REPORT

L. UNFINISHED BUSINESS

M. NEW BUSINESS

RESOLUTIONS

1. **Resolution 2019-5** – Adopting The University City Sustainable Development Guidelines
2. **Resolution 2019-6** – Approving a Right-of-Way Use Agreement and Settlement with Level 3 Communications, LLC

BILLS

3. **BILL 9385** – AN ORDINANCE AMENDING CHAPTER 400 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, RELATING TO ZONING, BY AMENDING SECTIONS 400.030; 400.510; 400.570; 400.620; 400.630 AND ADDING DIVISION 15 TO ARTICLE V OF CHAPTER 400 (ZONING CODE) THEREOF, RELATING TO MEDICAL MARIJUANA REGULATIONS; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY.
4. **BILL 9386** – AN ORDINANCE AMENDING SCHEDULE III, TABLE III-B OF THE TRAFFIC CODE RELATING TO TWO-HOUR PARKING ZONES. (7300 Forsyth Blvd.)

N. COUNCIL REPORTS/BUSINESS

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

O. CITIZEN PARTICIPATION (continued if needed)

P. COUNCIL COMMENTS

Q. ADJOURNMENT



PROCLAMATION
OF THE
CITY OF UNIVERSITY CITY

WHEREAS; the University City Symphony Orchestra is now completing its 58th season of presenting quality and free-of-charge concerts to the public, at venues in and close to University City; and

WHEREAS; native St. Louisan Dr. Leon Burke III, music director and conductor of the University City Symphony Orchestra, has, during his more-than-two-decade tenure, carried on and deepened the vision of the University City Symphony Orchestra's co-founders, Dr. William Schatzkamer, Lily Kaufman and Norman Goldberg; and

WHEREAS; Dr. Burke and his musicians continue to enrich, transport and bring pleasure to audiences with their artistry and ability to make music together and with nationally and internationally prominent guest artists and soloists; and

WHEREAS; for this final concert in its "Year of the Piano" season, the University City Symphony Orchestra cultivates for the future by showcasing two of the area's most accomplished young musicians – Anthony Kandilaroff and Theo Bockhorst, – co-winners of the 2019 University City Symphony Orchestra's William Schatzkamer Young Artists Competition.

NOW, THEREFORE, The City Council of University City, Missouri, on behalf of the people of University City, recognize and acknowledge the legacy of the celebrated co-founders, as well as the musicianship and priceless gift of music, at University City's All Saints Catholic Church, on May 5, 2019 by Maestro Leon Burke III, the University City Symphony Orchestra, and competition co-winners Anthony Kandilaroff and Theo Bockhorst.

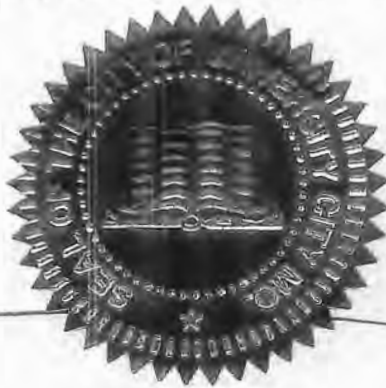
WHEREOF, we have hereunto set our hands and caused the Seal of the City of University City to be affixed this 1st day of May in the year Two Thousand and Nineteen.

Paulette Carr
Councilmember Paulette Carr

Jeff Hales
Councilmember Jeff Hales

Tim Cusick
Councilmember Tim Cusick

Stacy Clay
Councilmember Stacy Clay



Steve McMahon
Councilmember Steve McMahon

Bwayne Smotherson
Councilmember Bwayne Smotherson

Terry Crow
Mayor Terry Crow

ATTEST *LaRette Reese*
City Clerk, LaRette Reese



**PROCLAMATION
OF THE
CITY OF UNIVERSITY CITY**

WHEREAS; Key Club International, which is sponsored by Kiwanis International, is the largest high school service organization in the world; and

WHEREAS; the Kiwanis Club of University City, chartered on November 30, 2017, has made it a priority to establish a Key Club in the School District of University City; and

WHEREAS; University City High School was recently granted a charter for a new Key Club by Key Club International; and

WHEREAS; the Key Club of University City High School is now part of an international organization of more than 245,000 high school students dedicated to serve, with purpose, children, their homes, school and community, seeking primacy in the human and spiritual rather than the material values of life; and

WHEREAS; the Key Club of University City High School provides its members with opportunities to serve, build character, and develop leadership; and

WHEREAS; the Key Club promotes the development of student leaders, positive role models, intercultural understanding and cooperation, and opportunities for fellowship, personal growth and professional development; and

WHEREAS; members of the Key Club of University City High School are discovering their heart to serve, answered their call to lead, and summoned their courage to engage; and

WHEREAS; the service provided by the Key Club of University City High School is sure to have a positive and lasting impact on our community and citizens.

NOW, THEREFORE, The City Council of University City, Missouri, partners with the University City School District, do hereby proclaim, May 23rd, 2019 as

“UNIVERSITY CITY HIGH SCHOOL KEY CLUB DAY”

in University City, Missouri, and urge all citizens to support and make themselves aware of the Key Club of University City High School, whose members this day are preparing themselves to be better, more responsible citizens as they provide meaningful service to our homes, schools, and community.

WHEREOF, we have hereunto set our hands and caused the Seal of the City of University City to be affixed this 13th day of May in the year Two Thousand and Nineteen.

SEAL

Councilmember Paulette Carr

Councilmember Steve McMahon

Councilmember Jeff Hales

Councilmember Bwayne Smotherson

Councilmember Tim Cusick

Mayor Terry Crow

Councilmember Stacy Clay

ATTEST _____
City Clerk, LaRette Reese

MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
Monday, April 22, 2019
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, April 22, 2019, Mayor Terry Crow called the meeting to order at 6:30 p.m.

B. ROLL CALL

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

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

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

C. APPROVAL OF AGENDA

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

D. PROCLAMATIONS

1. National Kids to Parks Day - Proclaiming U City's participation in this annually celebrated event on May 18, 2019, and urging its residents to make time to take their families to a neighborhood, State or National park.

E. APPROVAL OF MINUTES

1. April 8, 2019, Regular Session minutes were moved by Councilmember Carr, it was seconded by Councilmember McMahon and the motion carried unanimously.
2. April 8, 2019, Study Session minutes – Recycling; were moved by Councilmember Hales, it was seconded by Councilmember Smotherson and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS & COMMISSIONS

G. SWEARING IN TO BOARDS & COMMISSIONS

Mayor Crow stated in an earlier conversation with his colleagues some of them recalled what it felt like to be kept in the dark about what was going on within the City's administration.

Recognizing that there are probably times when members of the public may have felt the same way, he would like to take a moment to provide a brief update regarding the Olive/I-170 Project. Currently, the City is working with the developer to finalize a Development Agreement. Once that aspect is complete, the City Manager has assured Council that the Agreement will be placed on the agenda in the form of an Ordinance and introduced through a first reading. The second and third readings, along with a discussion and vote, will occur at a subsequent meeting. Mayor Crow stated Council remains consistent in its stance to forego any requests for a special meeting and to deal with this final phase of the process by allowing staff to utilize a methodical and deliberate approach that is not pressured by any stringent demands.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Eric Mosely, 7709 Trenton, University City, MO

Mr. Mosely stated he purchased his home at this location forty-three years ago and since that time, he has observed two things; thousands of children walking to and from school in the 3rd Ward, and hundreds of street crews assigned to the 3rd Ward by Ameren, Spire, MSD and MO American Water, to perform installations or repairs supported by the City's usage fees. These observations made him realize that now is the time for public school administrators, counselors, parents, and other stakeholders, to start educating our kids about jobs in this field, because all of their crewmembers have been White, while the vast majority of children making these same observations on a daily basis, have been Black. Today's children are fully aware of the skyrocketing costs of attending college, however, the message being sent makes them equally aware of the fact that jobs of this nature may also be off limits to people that look like them. Yet, work in the field of construction which is accessible without a college degree and debt, can offer them many economic and personal benefits. So he is asking Council to pass an Ordinance requiring these companies to employ individuals that mirror the racial makeup of the City's public school population in the specific Wards where work is being performed. Because if we continuously fail to look out for the employment interests of our children, you can almost guarantee that these children will live off the public taxes instead of becoming responsible taxpayers.

Linda Baldwin, 1201 Watts, University City, MO

Ms. Baldwin stated prior to initiating the reconstruction work that has been ongoing since October 2018, she received a letter from MO American Water indicating that once their work was completed, everything would be restored back to its original condition, but that has not been the case. And after speaking with her 3rd Ward Councilman about this issue, they both concurred that the quality of work performed; specifically with respect to her property, the sidewalks, streets, and curbs is extremely substandard. She stated that her chief concerns involve a wheelchair ramp that is not in compliance with ADA standards; damage to one of the steps leading up to her home, and the fact that a cursory review of the same work being performed in other Wards throughout the City revealed a remarkable difference in the quality of workmanship. Ms. Baldwin asked if someone from City staff could come out and inspect the work that has been completed in her area to ensure that everything gets restored back to its original condition and is in compliance with the City's policies and procedures. *(Ms. Baldwin provided photographs of the damage and a copy of her written comments to the City Clerk.)*

Patricia McQueen, 1132 George Street, University City, MO

Ms. McQueen stated as a resident of the same neighborhood she is in total agreement with Ms. Baldwin's comments.

She stated although she is in support of the Olive/170 Redevelopment Project she has been patiently listening to some of the comments made at these meetings by home and business owners within the community and understands their frustration. Ms. McQueen stated she has also become concerned about the pace of the negotiations and the fact that U City may miss out on the prospect of stabilizing the 3rd Ward once this critical window of opportunity closes. And these are her thoughts with respect to some of the other concerns that have been expressed:

- Rising rent and taxes will occur even if this project does not come to fruition. Therefore, such concerns should be directed to the County Assessor and research should be conducted to determine whether real estate taxes on some of the City's more modest homes can be grandfathered into the Development Agreement at lower rates. Research should also include evidence of whether programs of this nature exist in other cities.
- Vacant and nuisance properties have always been a hot button topic that involves a multifaceted approach from the City Government, residents, and other stakeholders. Her hope is that the new Director of Planning & Development will be given a directive to begin researching and implementing innovative solutions to address this problem. A great place to start could be The Center for Community Progress' annual conference on issues associated with vacant properties taking place in Atlanta, GA on October 2, 2019.
- While most of the comments made regarding the 2005 Comprehensive Plan were accurate, she was a member of the Advisory Committee when an effort was made to update the plan which included the distribution of surveys to residents and the documentation of those results.
- The TIF Meeting held at the Mandarin Restaurant provided an opportunity for both sides to be heard and attendees were informed that many of their concerns regarding the CBA would be addressed in the negotiations and the final Redevelopment Agreement.

Ms. McQueen stated unlike the previous administration who attempted to limit residents' right to free speech, she has not witnessed nor felt that type of toxic environment with this current administration; even when a resident's tone and demeanor borderlines on defamation, personal attacks, negative innuendos, or offers little or no factual information or data.

Jerome Bauer, 6036 Pershing Avenue, St. Louis, MO

Mr. Bauer stated as a previous resident of U City, he wished to enlighten Council about some of the problems associated with several of the TIFs issued by the City of St. Louis. He stated that he has personally been involved in some of the protests, most notably the Paul McKee Northside Regeneration Project. This TIF; which was accomplished in a fairly secretive manner, called for the demolition of a vibrant African-American community to make way for a gated community. And in his mind, as well as many others, this amounted to nothing more than a gentrification project. Another example is the Loop Trolley, which is partially funded by a TIF. And since this Trolley goes absolutely nowhere, this project paints a very clear picture of how the City of St. Louis is borrowing against a future that may never materialize.

Mr. Bauer stated as a Green candidate for public office in the City of St. Louis he ran on a platform that involved banning or placing an indefinite moratorium on the issuance of TIFs until the City took the time to figure out how this method of financing could work best for its residents. The response made by the Treasurer, Tishaura Jones, was that while she did not think TIFs should be banned, at the very least, they should not be handed out as if they were candy. And that's exactly what has occurred in the City of St. Louis.

On the other hand, a friend who worked in the Michigan Parks Department was involved in writing a TIF for one of their smaller communities that spruced up their downtown district and increased their growth by attracting some of the rich tourists that constantly drove through the town. It was a transparent process that benefitted the people who lived there. Mr. Bauer stated since he no longer lives in U City he understands that he has no influence in this City's controversial TIF project, so his only purpose for speaking tonight is simply to say that one size does not fit all. When the process is not transparent and the outcome does not benefit the citizens, TIFs can become very problematic. And he is not the only resident who believes that several of the TIFS implemented within the City of St. Louis fall under that category.

I. PUBLIC HEARINGS

J. CONSENT AGENDA – Vote Required

1. Pavement Rejuvenation Project (#1426) – Contract Award
2. CIP – Transfer Station
3. CIP – Ameren Streetlight Enhancements

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

Councilmember Carr asked Mr. Rose if Council had approved a Resolution in 2018 that addressed committed and non-committed funds for the Transfer Station? Mr. Rose stated Resolution 2018-9 allows for the carry-forward of funds associated with proposed improvements to the Transfer Station. And this agenda item proposes to use some of those funds to make improvements to the ramp.

Sinan Alpaslan, Director of Public Works stated this item proposes to use \$40,000 of the \$90,000 that was carried forward for the Transfer Station to complete Phase I of the project, which entails fixing the anchor rods on the ramp. The remaining funds will be utilized to complete the truck scale, build an access road off of Pennsylvania Avenue, and integrate all of the fencings.

Voice vote on the motion to approve carried unanimously.

K. CITY MANAGER'S REPORT

Mr. Rose stated in accordance with Article 3, Subsection 19(2) of the Charter for the City of U City, it is his honor to present the recommended and balanced proposed Annual Operating Budget for FY 2020 and the Capital Improvement Program for FY 2020 through FY 2024.

It is Staff's intention to place the proposed budget on the City's website by the end of the week; as well as provide Council with an overview of the proposed budget during a special meeting to be held on May the 9th, and subsequently, schedule a Study Session to discuss both items during the first part of June.

Councilmember Clay stated in the past, there have also been community meetings established to discuss the budget, and he was curious to know whether that is something being explored this year? Mr. Rose stated while the community meetings are not scheduled, he is certainly not opposed to having one again this year, if there is time available after they have addressed all of the questions and concerns raised by the Mayor and Council.

L. UNFINISHED BUSINESS

**M. NEW BUSINESS
RESOLUTIONS**

Introduced by Councilmember Carr

1. **Resolution 2019-4:** Certified Election Results - April 2, 2019, Municipal Election. The motion was seconded by Councilmember McMahon and carried unanimously.

- a. Oath of Office – Jeff Hales

The Oath of Office was administered to Councilmember Hales by the City Clerk.

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

Councilmember Smotherson stated he wanted everyone to be aware of the public art presentation; collaboration between the Arts & Letters Commission and students of Washington University that will be taking place this Saturday, April 27th, at Mooney Park from 12 a.m. to 1 p.m. This year students will create a series of flags highlighting the history of University City and the neighborhood surrounding Mooney Park, so he has no doubt that this will be an interesting display. A special parade, with a small marching band, will help usher the flags into their chosen spots in Mooney Park, where a reception area will be set for citizens to meet the artists and talk about their work.

Councilmember Clay stated there will be a senior event taking place on Sunday, May 5th from 2:30 p.m. to 5 p.m. at the Heman Park Community Center. The event will feature informational booths and entertainment, to include the St. Louis Ukulele Group. This is sure to be a fantastic gathering that he would encourage everyone to come out and participate in.

Councilmember Clay stated concerns were brought up at the last Council meeting regarding Aging Ahead's intent to move their senior programming outside of U City. As a result, Councilmember Smotherson and Darren Dunkle, the Director of Parks, Recreation and Forestry, were in attendance at the Senior Commission's meeting last Thursday to discuss what they have learned about this transition. U City's only role has been to provide the facility in which Aging Ahead's program was housed, however, staff is in the process of garnering more information on the impact of this transition and he will keep everyone updated once they have acquired more knowledge.

4. Other Discussions/Business

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

Richard Burke, 6508 Etzel Avenue, University City, MO

Mr. Burke stated at the last Council meeting residents were treated to somewhat of a lecture about the benefits of increased property values; something he does not think any homeowner needs to be reminded of. However, what everyone might need to be reminded of is that for some, increased property values can be a double-edged sword because it includes an increase in a homeowner's property taxes. And for people on a fixed income, this increase could price them right out of their homes. He stated when his family moved to U City sixteen years ago, they weren't thinking about the investment, their thoughts were focused on moving to a town they loved and becoming a part of that community. So he is concerned for that segment of this community and would, therefore, ask Council to reconsider the impact that the Olive/170 development might have on all of its residents. Or at the very least, enter into some form of a CBA so that residents have a legal remedy that ensures they receive the claimed benefits they are supposed to receive.

Don Fitz, 720 Harvard, University City, MO

Mr. Fitz stated he would like to read the following sentences from an article that appeared in the *St. Louis Post Dispatch* on April the 12th, to illustrate that if the Olive Street TIF passes it could totally replace family-owned businesses with a deserted wasteland of concrete. It's entitled *Retail Apocalypse*. *"Analysts say 75,000 more stores doomed. Widespread closures have roiled the retail industry but many more stores are likely to shut down in coming years to keep up with the shift to online shopping. An estimated 75,000 stores that sell clothing, electronics, and furniture will close by 2026 when online shopping is expected to make up 25 percent of retail sales. Already this year retailers have announced plans to close thousands of stores to keep up with changing consumer habits. The main reason for the shift analysts say is simple, Americans are increasingly shopping online."*

At the last meeting, Mayor Crow said that the TIF would be decided by the seven people who were elected and not by a vote of the citizens. A week before that Councilmember Smotherson stated he didn't even want to have a poll to find out what residents wanted. Then the Mayor says that Council was not responsible for the 2005 Comprehensive Plan because they were not in office at that time. However, on April 3rd Councilman Smotherson stated that the 2005 Plan was approved because nobody opposed it. Which is pretty ironic, since one member of Council campaigned on dramatically changing the plan. So at this point, it seems as though Council is having a difficult time keeping their stories straight.

Mr. Fitz stated he supported everyone running for office based on their promises to improve U City, not on the basis of them making decisions to force people out by increasing taxes, rents, and destroying family-owned businesses, or on a racist effort to destroy Asian restaurants, or waste over \$70 million dollars of taxpayer money on a gift to corporations. In his mind, these are extreme examples of elected officials being contemptuous of those who have elected them; somewhat akin to when Woodrow Wilson campaigned for reelection on the slogan that he kept America out of the war and then proceeded to take the country into World War I.

Leif Johnson, 836 Barkley Square, University City, MO

Mr. Johnson stated what he's noticed is that Sinquefield and his crew seem to have all of their bases covered and no major opponents.

And the way they have destroyed the opposition is by establishing a \$25 million dollar propaganda campaign supplemented by massive radio, television, and press coverage; organizing the biggest lineup of corporate, academic, political, legal, and financial interests ever assembled in St. Louis, and creating a phony alternative plan called the "*Freeholder's Plan*," that will be managed by the same people who will administer the Sinquefield plan if it passes, Krewson and Stenger. But does that mean we, the people, cannot defeat Sinquefield and his City Council financial control board? Well, when you look at previous attempts to destroy local government here's what the records indicate:

- In 1930 when the Constitutional Amendment combined metro government to take over sewage, water, and parks, the Statewide vote was, 218,000 yes; 378,000 no, and the County vote was, 14,000 yes, and 21,000 no.
- Between 1958-59 when a Freeholder's Plan attempted to create a metro government to take over arterial roads, wastewater, sewage, public transportation, land use, and economic development, the vote in St. Louis City was 21,000 yes, 43,000 no, and the County vote was, 7,000 yes, 82,000 no.
- In 1962 when a Constitutional Amendment was established to eliminate local governments by creating twenty-two boroughs, with each borough having two votes, the Statewide vote was 217,000 yes, 633,000 no; the County vote was 47,000 yes, 180,000 no, and the City vote was 55,000 yes, and 67,000 no. The combined City Council no vote was only 247,000, but the total out-state no vote was 385,000.

So why is anyone worried about the out-state vote?

P. COUNCIL COMMENTS

Councilmember Cusick stated he would like to remind everyone that U City in Bloom's Annual Plant Sale starts this Friday at 5 p.m., and will continue through Sunday. The admission price of \$25.00 for their opening night festivities helps to support this organization's efforts to beautify U City and provides plant lovers with an opportunity to be the first in line to get their premium plants.

Councilmember Carr stated she received a question today from a resident inquiring about how the City plans to handle the control of mosquitoes. So Mr. Rose, could you give us some idea of how the City plans to approach that topic this year? Mr. Rose stated his understanding is that last year the City signed up with St. Louis County's Vector Control who provides a periodic mosquito control service and he imagines that will be the course taken this year. He stated while staff will be responsible for making sure that the parks are sprayed to prevent the infestation of mosquitoes, he would encourage residents to check for standing water near their homes and if some are discovered, to purchase larva tablets that can be placed in the water.

Councilmember Clay asked Mr. Rose if the County provided him with a schedule of the dates that spraying would occur in U City? Mr. Rose stated he knows that they have a set day for spraying each month, so his assumption would be that they also have a schedule. If that is the case, he will be happy to request one and provide Council with a copy.

Councilmember Hales stated he had the opportunity to participate in a ride-a-long with the Fire Department last Friday and would like to thank the City Manager, Chief Hinson, and the men and women of the C-Crew for their warm hospitality.

He would also like to thank Firefighter Pagano for providing him with a firsthand tour of the City's Drone Program, which was really amazing. As a side note, Councilmember Hales stated he met a lot of the new firefighters that were hired as a part of the SAFER Grant, who expressed how much they were looking forward to the City's implementation of its ambulance service.

He stated in response to one of the comments made regarding the platform that members of this Council may or may not have premised their campaign on; his recollection is slightly different, in that at one point in time, almost every member promoted the redevelopment at Olive and 170. Councilmember Hales stated this was a significant platform for him in 2014 and it is still a very important issue.

Councilmember Hales stated one of the tools implemented by this new administration was to provide residents with the ability to watch live or prerecorded broadcasts of every Council meeting. So when one of the speakers at the last meeting attempted to quote something he said at a meeting back in November, he was able to listen to that video and verify that this speaker's interpretation of what he said was incorrect. Live-streaming is a wonderful mechanism that can be used to review exactly what occurred at these meetings, and he would encourage everyone to take advantage of its potential.

Councilmember Hales stated in January Taco Buddha, located on Pershing and Jackson, experienced an electrical fire that resulted in their closing. So he would like to announce their reopening on April 25th and encourage everyone to come out and enjoy one of their tacos with the surprise filling.

Mayor Crow made the following announcements:

- The Police Focus Group will meet tomorrow night at 6 p.m. at the Heman Park Community Center.
- The Farmer's Market opened this past weekend and will remain open every Saturday from 9 a.m. to 1 p.m. until November 11th.

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

Q. ADJOURNMENT

Mayor Crow closed the Regular Session of the City Council meeting at 7:16 p.m.

LaRette Reese
City Clerk

I purchased my home at 7709 Trenton Avenue forty-three years ago. Since that time, I have observed thousands of children either walking to or from school, or watched them enter or exit a bus on the way to or from school.

During those 43 years, the children and I have seen at least one thing in common. Literally hundreds of street crews have been assigned by Ameren, Spire, MSD, Missouri Water, etc. to do installations or repairs supported by our usage fees. Based on my experience, everyone in those work crews was white. At the same time, almost everyone in my third ward is black.

Whereas children today are fully aware of the skyrocketing cost of college, they are equally aware that the street construction crews that I mentioned, all off limits to them. As those children reach high school graduation age, construction work is not even on their radar.

I am asking the University City Council to draft and pass a bill which would require companies like the ones I already mentioned, to employ only work crews in each University City ward that mirror the racial makeup of public school populations in that ward.

Many children are unaware that construction jobs pay in excess of \$70,000 per year, and provide excellent medical, dental, vacation and pension benefits. Best of all, they can get those jobs without benefit of a college degree, and without college debt.

Now is the time to get public school principals, counselors, parents, and other stakeholders on board about the need to help our kids.

If you continue to fail to look out for the employment interests of our children, then we will almost guarantee that those children will live off public taxes instead of becoming tax payers.

Finally, I know that everyone here is not scheduled to speak, so I am asking those behind me to raise their hands if they support my suggestion.

Thank you for your time.

Eric Mosely

7709 Trenton Avenue

University City, MO 63130

April 22, 2019

To: The Honorable Mayor Terry Crow and
Members of the City Council of University City, Missouri

From: Linda Baldwin, Resident of University City
1201 Watts Avenue

RE: Request for Assistance to Restore Curb Reconstruction, Sidewalk Damage,
Proper Installation of an ADA Compliant Wheelchair Ramp Consistent with all
other University City Properties, and Repair of Damaged Epoxy Stone on the
Property at 1201 Watts Avenue.

Thank you for the opportunity to speak before you this evening.

My name is Linda Baldwin, I am a proud 35-year resident at 1201
Watts Avenue. My home is on the southwest corner of Watts Avenue and
Melrose.

Throughout these 35 years my husband and I and our neighbors, have taken
great pride in creating an environment on all four corners of the intersection to
give our homes curb appeal in accordance with the University City Mission
Statement.

My husband transitioned from this life on Labor Day of 2002, and I have taken up
the mantel to keep our corner appealing. My neighbors have deemed me the
keeper of the block. When issues or concerns arise within the area such as
trespassing, trash, waste, street lights, leaf sweeping, etc., I make sure that U
City is aware and the issues/concerns are always addressed appropriately and
timely. I believe that over the past fifteen years I have developed a good faith
relationship with various department representatives.

I would like to share with you several important concerns and experiences we
have endured since a third water main break occurred at the intersection of
Watts and Melrose Avenue with the American Water Company construction
contractors and workers in their efforts to replace underground water pipes,
restore curbs and sidewalks and lawns and any damages to property (as a direct
result of this project) to the same quality it was prior to the unfortunate and
recurring circumstance.

Background:

Over the past 18 months, at the intersection of Watts and Melrose, residents have experienced two water main breaks. In both instances, the then Contracted Construction Company(s) were expedient in responding to and correcting the matter. They performed quality restoration of the intersection, curbs, and where lawns were disturbed dirt seeding and hay were installed. Moreover, the workers were courteous, considerate of residents and efficient in their duties. They cleaned surfaces before retiring each evening and were passionate toward residents and our children as we went about our daily lives.

However, at the onset of the third and more severe water main break which occurred in Mid-October 2018, residents received written notification from American Water informing us that it would be necessary to install new underground water pipes and systems. This major undertaking impacted the residents of Watts on the southwest side of the 1100 double block, and 1200 block. This problem also impacted several surrounding streets in the community. The letter further stated that the timeline was unpredictable, and that this project could take several months to complete. We were further notified that there would be No Parking Permitted Signs posted on the front lawns of residents on the southwest side of the street where the work would be performed. Lastly, we were notified that they would be digging a few sizeable holes in our front yards to ensure that there were no lead pipes. In the closing of their letter, they apologized for the inconvenience. As of April 22, 2019, this major undertaking remains a work in progress. The 1100 block of Watts which intersects with Olive Blvd, is still far from completion, which could be described as a grave and ongoing imposition.

Demolition and Construction Work:

On or about November 6, 2018, at approximately 6:30 a.m., several huge roaring and idling work trucks appeared on every corner. Workers parked on the same side of the street as residents and all other available parking spaces including where No Parking Permitted Signs were posted. This caused several weeks of chaos and disorder for residents and children as we attempted to go about our daily routines. Our children's safety was an issue whenever they were walking to the bus stop on the corner of Partridge and Melrose because these monster trucks would often double park leaving our children without a safe passageway to

get to Partridge except to zig zag around these trucks and equipment . For weeks, residents would consistently ask workers not to double park during pick up and drop times for children. Children were also unavoidably walking through dirt, air pollution, debris and mud.

After the first few weeks of chaos, residents realized that this project had become more than an inconvenience, it became a serious imposition during the weeks and months of groundbreaking which spewed inescapable pounding which rocked our homes with such force that neighbors reported pictures were knocked off the walls. The strangling dust and dirt lingered in the air and permeated our homes and vehicles for several months. We were subjected to living in the midst of a demolition project. The sidewalks were inaccessible, constantly covered with mud, gravel, sand rocks and debris. Residents and our extended families were at the mercy of this extremely devastating construction project. In spite of the No Parking Permitted signs, Monster Trucks left in front of our homes on weekends and holidays (e.g. specifically, Thanksgiving, Christmas, New Years) and in consideration of family members with certain health conditions such as asthma, most residents traveled to the home of family and friends. Additionally, workers parked equipment and personal vehicles on our streets, while they were in fact working in other impacted areas such as Partridge, Vernon, Midland, Hanley, North and South etc.

From Mid-November to date, I have been closely watching certain areas in the community to review the work product. I took pictures of the undated wheelchair ramps with the expectation that a newly installed ramp, specifically the one in front of 1201 Watts and Melrose, would be consistent with all other areas and ADA Compliant. As of today, in my professional opinion, the wheelchair ramp installed at Watts and Melrose is less than compliant and totally inconsistent with those in all other areas of University City.

In Mid-December, after the groundbreaking to bedrock was completed, I noticed a patch of hay at the foot of my lawn. Whenever I removed it, I noticed that the construction workers had removed metal edging from my property, to flatten the area and installed a substandard wheelchair ramp. After contacting a Missouri Water Representative, the metal edging was replaced.

I also noticed that Epoxy Stone has fallen off of the corner on one of my lower landing steps. After the pounding into the street, I discovered that a corner of the third step from the street landing was damaged. I contacted Project Director Dave Sullivan. He sent an underling to my home to take pictures, but there has

been no follow up to discuss repairing the damage. I did make additional calls but received no response. I had the Epoxy stoned placed on all steps and walkways of my home. It is steamed washed and cleaned and glazed every year in Mid-June. When the steps were inspected in 2018, every stone was in place. The Epoxy stone treatment will be due n Mid-June 2019. I am requesting reimbursement for the repair of the one damaged step.

In March 2019, I visited the 6801 Office in an effort to meet with U City Project Manager Dave Sullivan. The purpose was to further discuss the substandard work performed and to request the damaged sidewalk slabs be replaced as they were before the construction work damaged my step. I also wanted to request dirt and seed to fill the holes that were dug in residents' front yards early on in October before the construction began to ensure that there were no lead pipes to replace while they were replacing water pipes.

However, I did have the pleasure of meeting with Inspector Larry Stunk and Supervisor Errol Tate to discuss my concerns with the damage to my property and to discuss the damage to several sidewalk slabs, and the poor quality of the replacement curbs.

A major concern is that there were no inspectors on site from October 2018, whenever the groundbreaking, installation of new pipes, filling the ground with gravel and other materials and for the resurfacing of the streets, installation of the wheelchair ramp, etc. However, after my March meeting with U City Inspector Larry Stunk, he did follow up and met with me at my home and continues to review, for the most part, work that had already been done as well as following up with oversight regarding the remaining work to be done, hopefully, to completion of this project. It is my understanding that Mr. Stunk will be retiring within the upcoming months.

I have also shared my concerns with my 3rd Ward Councilman and U City Project Director. I am encouraged that after you review the enclosed photos, and certainly at your convenience, visit the properties and review the work as I have identified in my address, that all areas will be restored to proper standard and commitment of the University City Mission Statement.

Prayerfully today, it appears that Asphalt will be placed on the southwest side of the 1200 block of Watts Avenue making parking available for residents after six (6) months of stop and go construction work. However, the 1100 block remains a work on progress.

Remedy

In view of the deplorable, unprofessional and lousy reconstruction work in the 1200 block of Watts, including all previously stated concerns with construction and reconstruction and restoration of all things new, I am requesting the following:

1. That the newly installed ADA wheelchair ramp at the corner of Watts and Melrose meet ADA compliance and is consistent with all areas in the community.
2. That the damaged and deeply stained sidewalk slabs be replaced to avoid stumping, stumbling and falling at the uneven and unlevel sidewalk slabs that were damaged during the construction work.
3. That the Epoxy damage on my one step is repaired or that I am reimbursed for any such repair.

I have attached photos to my presentation for your review.

Thank you for your time and continued service to the community of University City.

Monday, April 22, 2019

University City Council Meeting

Dear Honorable Mayor, City Council members and City Manager,

I am standing before you tonight because I am concerned about the status of the I-170 & Olive Redevelopment Project. I have been very patient and observant about what the members of the community have stated at past City Council meetings.

Let me be clear: I am in support of the redevelopment project and have stated so in the past. However, I am concern about the pace of the negotiating and I understand the frustration of the homeowner and businessman who spoke at one of the previous City Council meetings. I am concern that a critical window is closing and University City will miss an opportunity to stabilize the neighborhoods on the northwestern part, if not all, of the Third Ward.

I have heard the concerns about the possibility of rising rents and taxes but honestly, those will go up anyway even if the redevelopment project does not go through. The county assessor's office should be receiving those concerns. There should be research done on whether some of the modest homes can have lower taxes grandfathered in and is there evidence of such a program in other cities in the nation? Nuisance properties can be addressed in another project. We have a new director of planning and development and I hope he will be given a directive to consider this issue and begin developing innovative solutions to the problem within the year. Vacant properties have been a hot button issue for me for years, but I understand that a multi-facet approach and solutions need to come from not only the city government but from the residents, area banks and other stakeholders. Center for Community Progress conducts an annual national conference every year (this year in Atlanta, Georgia) about the vacant properties issue that I hope some of the community development staff, city officials and interested residents would attend.

At the April 8th City Council meeting, the 2005 Comprehensive Plan was brought up. Most of the comments were not accurate. There was an effort to update the 2005 Comprehensive Plan (and I was on the advisory committee), whereby surveys were done with the community residents and results documented. Another comment was made about the number of people who attended the TIF meetings at the Mandarin Restaurant and Banquet Center and what the people expressed. Both sides were heard, not just one. It was stated that many of the CBA concerns were going to be address in the negotiations and the final redevelopment document.

Lastly, I want to state that I have not witness or felt there has been any toxic environment within the city council chambers during the meetings of the current administration. I did feel that the previous administration meetings were toxic and I sat, witnessed, and spoke up at those meetings. Free speech was threatened back then. Free speech is NOT being threatened now with the current administration. Residents can speak, as their right, even when they communicate in a borderline-defamation tone while conducting personal attacks, present negative innuendos in emotional arguments and present little factual data information.

Respectfully submitted,

Tatricia McQueen
3rd Ward Resident

In addition to traditional conference sessions, mobile workshops will take participants to Atlanta's neighborhoods to experience the City firsthand and learn from the leaders who are working to reclaim and revitalize the city's vacant properties.

In the video below, Ian Beniston, executive director of the Youngstown Neighborhood Development Corporation, explains why the Reclaiming Vacant Properties conference is "Geek Central" for people working on community revitalization.



Who should attend

RVP attracts a mix of government, nonprofit, community, and private sector leaders. Attendees include urban planners, city attorneys, elected officials, local, state, and federal officials, CDC staff, land bank leaders, academics, police officers, code enforcement officials, neighborhood association leaders, developers, representatives from lending institutions, urban policy experts, and more. RVP consistently attracts people from 35-40 states, representing urban, suburban, and rural communities, including both places experiencing population loss and widespread abandonment as well as growing communities where some neighborhoods find themselves left behind.



Credit: ©2016, Kevin C. Rose, Courtesy of ACVB & AtlantaPhotos.com

Conference History

Established in 2007 and held every 18 months, RVP has traveled to Pittsburgh, Louisville, Cleveland, New Orleans, Philadelphia, Detroit, Baltimore, and Milwaukee. Plenary speakers have included artist Theaster Gates, *Evicted* author and MacArthur "Genius" Matthew Desmond, Mayor Karen Freeman-Wilson, Congressman Dan Kildee, and other remarkable leaders. RVP has lifted up ideas and strategies that work, many of which have been replicated across the country, and it has created the space for creativity and collaboration that have led to major policy and legislative reforms.

About the Host

Founded in 2010, the mission of the Center for Community Progress is to foster strong, equitable communities where vacant, abandoned, and deteriorated properties are transformed into assets for neighbors and neighborhoods. Community Progress is the leading national, nonprofit resource for urban, suburban, and rural communities seeking to address the full cycle of property revitalization. The organization fulfills its mission by nurturing strong leadership and supporting systemic reforms. More information about Community Progress is available on our [website](#).

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Sinquefield's Bond/Tax Ripoff has no major opponents (but does that mean we can't defeat him?)

Yes, this time Sinquefield and his bond/tax financial dictatorship crew have all their bases covered. This time he has:

***A \$25 million propaganda campaign supplemented by massive radio, TV and press coverage.**

***The biggest line-up of corporate, academic, political, legal and financial interests ever assembled in St. Louis.**

***Destroyed the opposition by creating a phoney "alternative" plan called a Freeholder's Plan, run by Krewson and Stenger—just like Sinquefield's Plan.**

**Can we defeat Sinquefield and his City/County Financial Control Board?
Let's look at these previous attempts to destroy local government:**

1930 Constitutional Amendment. Combined Metro government to take over sewage , water and parks. The vote:

Statewide: Yes: 218,381; No: 378,718

County: Yes: 14,669; No: 21,699

1958-9: A Freeholder's Plan to create a Metro government to take over arterial roads, waste water sewers, public transit, land use and (most important) ECONOMIC DEVELOPMENT. The vote was:

City: Yes: 21,343; No: 43,879

County: Yes: 7,633; No: 82,739

1962: Constitutional Amendment. Create 22 Boroughs in a Municipal County with each borough have two votes. The vote was:

Statewide: Yes: 217,432; No: 633,011

County: Yes: 47,423; No: 180,661

City: Yes: 55,100; No: 67,321

NOTE THAT THE 1962 COMBINED CITY/COUNTY "NO" VOTE WAS ONLY 247,982, BUT THE TOTAL OUTSTATE VOTE "NO" VOTE WAS 385,029! WHY IS ANYONE WORRIED ABOUT THE "OUTSTATE" VOTE? IT WAS OVERWHELMINGLY IN OUR FAVOR!



Council Agenda Item Cover

MEETING DATE: May 13, 2019

AGENDA ITEM TITLE: Liquor License for **Neighborhood Pharmacy LLC – 941 Midland Blvd.**

AGENDA SECTION: Public Hearing

CAN THIS ITEM BE RESCHEDULED? Yes

BACKGROUND REVIEW: **Neighborhood Pharmacy LLC** has applied for **Intoxicating liquor of all Kinds, by the Package, Retail** liquor license including **Sunday Liquor Sales.**

The Applicant / Managing Officer: Arthur Krichevsky

- A background check / investigation by the Police Department revealed no disqualifying information.
- Department Approval was granted from all necessary departments.
- A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business.
- 2018 personal property tax record for the applicant indicates payment of taxes.
- Current voter registration documentation for the applicant was provided.



Council Agenda Item Cover

MEETING DATE: May 13, 2019

AGENDA ITEM TITLE: Liquor License for **Fox Fire Restaurant & Bar – 6679 Delmar Blvd**

AGENDA SECTION: Public Hearing

CAN THIS ITEM BE RESCHEDULED? Yes

BACKGROUND REVIEW: **Fox Fire Restaurant & Bar** has applied for **All Kinds of Intoxicating Liquor, by the Drink, Retail** liquor license including **Sunday Liquor Sales**.

The Applicant / Managing Officer: Somying Fox

- A background check / investigation by the Police Department revealed no disqualifying information.
- Department Approval was granted from all necessary departments.
- Recommendations from University City citizens are included.
- Petition from business owners within a radius of 200 feet are included.
- A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business.
- 2018 personal property tax record for the applicant indicates payment of taxes.
- Current voter registration documentation for the applicant was provided.



Council Agenda Item Cover

MEETING DATE: May 13, 2019

AGENDA ITEM TITLE: Liquor License for **Dollar General - 7900 Olive Blvd**

AGENDA SECTION: Public Hearing

CAN THIS ITEM BE RESCHEDULED? Yes

BACKGROUND REVIEW: **Dollar General** has applied for **Intoxicating Liquor of all Kinds, by the Package, Retail** liquor license.

The Applicant / Managing Officer: Robbin Griffith

- A background check / investigation by the Police Department revealed no disqualifying information.
- Department Approval was granted from all necessary departments.
- A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business.
- 2018 personal property tax record for the applicant indicates payment of taxes.
- Current voter registration documentation for the applicant was provided.



Council Agenda Item Cover

MEETING DATE: May 13, 2019

AGENDA ITEM TITLE: Agreement for Awning Replacement

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND REVIEW:

The awnings above the city-owned commercial spaces at 6321-6325 Delmar Boulevard are in need of replacement. There are two awnings and one has been removed due to damage and the other is torn. Replacing the awnings will greatly improve and enhance the appearance of the building. Quotes were obtained on replacing the awnings with Specialty Awning and Canvas Products, Inc. being the most favorable at a cost of \$4,262.

Maintenance and repair of the storefront facilities are budgeted within the Parking Garage Fund 27. This item was not a budgeted item in the FY2019 Parking Garage budget, therefore, it is requested that the funds come from the parking garage fund balance which can accommodate this expenditure.

RECOMMENDATION:

The City Manager recommends that the City Council approve the agreement with Specialty Awning and Canvas Products for \$4,262.00

ATTACHMENT

1. Agreement

ARTICLE 6 CONTRACT

6.1 THIS AGREEMENT, made as of the 29th day of April, 20 19, by and between City of University City, Missouri (hereinafter called the CITY) and Specialty Awning and Canvas Products, Inc. with offices at 9416 West Milton St Louis Mo (hereinafter called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to construct improvements for Project No. 1437-PARKING GARAGE AWNING REPLACEMENT (hereinafter called the PROJECT), in accordance with the Drawings, Specifications, and Contract Documents prepared by the CITY.

NOW, THEREFORE, The CITY and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all work required for the construction of the PROJECT, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract.

- a) Contract Time: Work under this Agreement shall be commenced upon receipt of written Notice To Proceed (NTP), and shall be completed within **ninety (90) calendar days** of the authorization date in the NTP.
- b) Liquidated Damages: The CONTRACTOR hereby expressly agrees to pay the CITY the sum of **One Hundred Dollars (\$100.00) per day** for each and every day, Sundays and legal holidays only excepted, after the calendar days have expired during or upon which said work or any part thereof remains incomplete and unfinished.
- c) Subcontractors: The CONTRACTOR agrees to bind every Subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any Subcontractor and the CITY. No Subcontractor shall further subcontract his work.

THE CITY AGREES to pay and the CONTRACTOR agrees to accept, in full payment for the performance of this Contract the amount as stipulated in the Proposal, which is:

FOUR THOUSAND TWO HUNDRED SIXTY-TWO _____ Dollars
(words)
(\$ 4,262.00)
(numbers)

6.2 CONTRACT DOCUMENTS

6.2.1 The Contract comprises the Contract Documents as bound herein and the Drawings. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision the that Contract Document first listed below shall govern, except as otherwise specifically stated:

- a. Contract (This Instrument)
- b. Addenda to Contract Documents
- c. General Conditions of the Contract
- d. Remaining Legal and Procedural Documents
 1. Proposal
 2. Instruction to Bidders
 3. Invitation for Bids
- e. Special Provisions
- f. Annual Wage Order
- g. Standard Specifications
- h. Drawings/Location Maps
- i. General Provisions
- j. Bonds/Attachments
 1. Performance/Payment Bond
 2. Bid Bond

6.3 AUTHORITY AND RESPONSIBILITY OF THE ENGINEER

6.3.1 All work shall be done under the general inspection of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretations of Drawings and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

6.4 SUCCESSORS AND ASSIGNS

6.4.1 This Agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the CITY and CONTRACTOR respectively and his partners, successors, assigns and legal representatives. Neither the CITY nor the CONTRACTOR shall have the right to assign, transfer, or sublet his interests or obligations hereunder without consent of the other party.

The Contract contains a binding arbitration provision that may be enforced by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

(SEAL)

Attest:

Date: _____

_____ Title

By: _____
"Contractor"

(SEAL)

Attest:

Date: _____

CITY OF UNIVERSITY CITY

By: _____
City Attorney

Date: _____

CITY OF UNIVERSITY CITY

By: _____
City Manager

Date: _____



Council Agenda Item Cover

MEETING DATE: May 13, 2019

AGENDA ITEM TITLE: Liquor License for **Neighborhood Pharmacy LLC – 941 Midland Blvd.**

AGENDA SECTION: Consent

CAN THIS ITEM BE RESCHEDULED? Yes

BACKGROUND REVIEW: **Neighborhood Pharmacy LLC** has applied for **Intoxicating liquor of all Kinds, by the Package, Retail** liquor license including **Sunday Liquor Sales.**

The Applicant / Managing Officer: Arthur Krichevsky

- A background check / investigation by the Police Department revealed no disqualifying information.
- Department Approval was granted from all necessary departments.
- A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business.
- 2018 personal property tax record for the applicant indicates payment of taxes.
- Current voter registration documentation for the applicant was provided.

RECOMMENDATION: City Manager recommends the approval of the Liquor License.

ATTACHMENTS: Report from Police Department.



REGISTRATION POLICE
UNIVERSITY CITY

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

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

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

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

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

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

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

I. BUSINESS APPLYING FOR LICENSE:		
A. BUSINESS NAME AND TYPE Neighborhood Pharmacy, LLC d/b/a: Kismet		<input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company
B. DESCRIPTION OF PREMISES AND ADDRESS: DESCRIPTION: <u>Commercial Retail First Floor store front</u> ADDRESS: <u>94 1Mid and Blvd., Unvers ity, City, Missouri, 63130</u> HOURS OF OPERATION: <u>9:00 AM - 8:00 PM M-F, 10:00am-6:00pm Sat/Sun</u>		C. PHONE: (314) 740 - 7185 314 390 1616
II. MANAGING OFFICER:		
A. NAME (LAST)	(FIRST)	(MIDDLE INITIAL)
Krichevsky	Arthur	Y
B. ADDRESS, CITY & ZIP CODE:		C. PHONE:
2019 Alfred Avenue, #2 North, St. Louis, MO, 63110		(314) 740 7185
D. DATE OF BIRTH:	F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)	
G. PREVIOUS ADDRESS: (IF NOT AT PRESENT ADDRESS FOR 5 YEARS OR MORE)		
4355 Maryl and Avenue, St. Louis, MO, 63108		
H. IF FOREIGN BORN, PLEASE STATE COUNTRY, PLACE AND STATE OF NATURALIZATION:		
I. MISSOURI RESIDENT SINCE: (MONTH & YR)	K. TOWNSHIP:	L. COUNTY:
March 1992	St. Louis City	St. Louis City
M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT:		
Pharmacist		
N. NAME OF CORPORATION, PARTNERSHIP OR CLUB: (IF APPLICABLE)		
Neighborhood Pharmacy, LLC d/b/a: Kismet		
FOR PARTNERSHIP OR LIMITED PARTNERSHIP		NUMBER OF MEMBERS:
A2. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL PARTNERS: (USE PAGE 7 IF NECESSARY)		
FOR CORPORATION OR LIMITED LIABILITY COMPANY		NUMBER OF MEMBERS: 1
A3. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL OFFICERS, DIRECTORS AND STOCKHOLDERS OWNING 1% OR MORE INTEREST IN THE CORPORATION OR MEMBERS OF A LIMITED LIABILITY COMPANY. (USE PAGE 7 IF NECESSARY)		
Arthur Krichevsky, 2019 Alfred Avenue St. Louis MO 63110, 3147407185, DOB: 03/18/1992		
OTHER PERSONS		NUMBER OF MEMBERS:
A4. LIST NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH FOR ALL OTHER PERSONS WHO HAVE AN INTEREST IN THE BUSINESS FOR WHICH LICENSE IS REQUESTED. (USE PAGE 7 IF NECESSARY)		
B4. IN WHAT TYPE OF BUSINESS IS EACH OF THE ABOVE PERSONS ENGAGED. (USE PAGE 7 IF NECESSARY)		
Arthur Krichevsky - Pharmacist, Pharmacy Manager, General Store Manager.		

III. OTHER INFORMATION	
A. IS APPLICANT A QUALIFIED VOTER IN THE STATE OF MISSOURI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	B. IS APPLICANT AN ASSESSED, TAX PAYING CITIZEN IN THE STATE OF MISSOURI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
C. HAS APPLICANT PREVIOUSLY HELD A LIQUOR LICENSE OF ANY TYPE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM D)	D. EXPLAIN (WHEN, WHERE?)
E. HAS APPLICANT, OR ANY EMPLOYEE, OR PROPOSED EMPLOYEES, EVER BEEN DENIED A LIQUOR LICENSE, OR HAD A LICENSE TO SELL LIQUOR REVOKED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM F)	F. EXPLAIN (WHEN, WHERE?)
G. HAS APPLICANT EVER BEEN EMPLOYED IN ANY CAPACITY BY A BUSINESS WITH A BEER, WINE OR LIQUOR LICENSE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM H)	H. EXPLAIN (WHEN, WHERE?)
I. HAS THE APPLICANT, EMPLOYEE, OR PROPOSED EMPLOYEE EVER BEEN CONVICTED OF A VIOLATION OF ANY LAW REGULATING, CONTROLLING, OR PROHIBITING THE SALES OR MANUFACTURING OF INTOXICATING LIQUOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN, USE PAGE 7 IF NECESSARY)	
J. HAS ANY DISTILLER, WHOLESALER, WINE MAKER, BREWER OR ANY EMPLOYEE, OR AGENT THEREOF, HAVE OR PROPOSE TO HAVE, ANY FINANCIAL INTEREST IN THE BUSINESS TO WHICH THIS APPLICATION APPLIES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN, USE PAGE 7 IF NECESSARY)	
K. INDICATE THE TYPE OF BUSINESS, IF ANY, APPLICANT PROPOSES TO CONDUCT ON PREMISES IN ADDITION TO SALE OF INTOXICATING LIQUOR: <input type="checkbox"/> RESTAURANT <input type="checkbox"/> HOTEL DINING ROOM <input checked="" type="checkbox"/> OTHER (PLEASE EXPLAIN) <u>We plan to conduct business primarily as a retail pharmacy with a general Convenience store containing common household goods.</u>	
L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ _____ OTHER (INCLUDING LIQUOR) \$ <u>1,000,000</u>	
M. IS THERE A SCHOOL, CHURCH, SYNAGOGUE, PUBLIC PARK OR PLAYGROUND WITHIN ONE HUNDRED FIFTY (150) FEET OF THE PROPOSED BUSINESS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, STATE THE NAME AND APPROXIMATE DISTANCES):	
N. IS THE APPLICANT INDEBTED TO ANY PERSON FOR MONEY OR PROPERTY, TO BE USED IN THE LICENSED BUSINESS? (IF YES, STATE AMOUNT OF INDEBTEDNESS AND TO WHOM IT IS OWED.)	AMOUNT OWED: \$ _____
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NAME: _____
	ADDRESS, CITY, STATE, & ZIP: _____
	PHONE: _____
	OCCUPATION: _____

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

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

Arthur Krichevsky
 SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 10 OF March 2019

Anna Vigdorчик
 NOTARY PUBLIC

MY COMMISSION EXPIRES:

ANNA VIGDORCHIK
 Notary Public - Notary Seal
 State of Missouri
 Commissioned for St. Louis County
 My Commission Expires: September 22, 2022
 Commission Number: 14506570

ANNA VIGDORCHIK
 Notary Public - Notary Seal
 State of Missouri
 Commissioned for St. Louis County
 My Commission Expires: September 22, 2022
 Commission Number: 14506570

THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief	<u><i>L. Hampton</i></u>	Date: <u>5/7/19</u>
Comments:		
Community Development	<u><i>Chapman</i></u>	Date: <u>5/7/19</u>
Comments:		
City Manager		Date: _____
Comments:		

IV. SUNDAY LIQUOR LICENSE

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

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

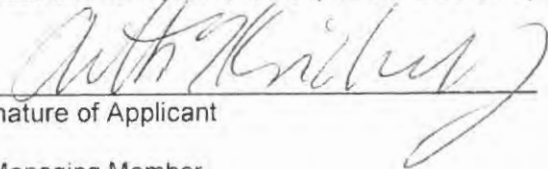
A. APPLICANT NAME (LAST)	(FIRST)	(MIDDLE INITIAL)
Krichevsky	Arthur	Y

B. BUSINESS NAME:	PHONE NUMBER:
Neighborhood Pharmacy, LLC d/b/a: Kismet	(314) 740 - 7185

Type of Liquor License held or applied for:

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

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


Signature of Applicant

Managing Member

Title of Applicant

Date

3-8-2019

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

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

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

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

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

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

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

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

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



Missouri
DEPARTMENT OF REVENUE

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

NEIGHBORHOOD PHARMACY LLC
NEIGHBORHOOD PHARMACY LLC
2 CITYPLACE DR STE 200
CREVE COEUR, MO 63141-7055

DATE: 03/08/2019
VALID THROUGH: 06/10/2019
UNIVERSITY CITY

CERTIFICATE OF NO TAX DUE

MISSOURI ID: 25328727
Notice Number 2004714119

To Whom It May Concern: The Department of Revenue, State of Missouri, certifies the above listed taxpayer has filed all required returns and paid all sales or withholding tax due, including penalties and interest, and does not owe any sales and withholding tax, as of March 7, 2019. This review does not include returns that are not required to be filed as of this date or that have been filed but not yet processed by the Department.

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

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

TAXATION DIVISION

Gregory F.X. Daly, Collector of Revenue, City of St. Louis

Personal Property Tax Receipt

2018 - Account T09906 - KRICHEVSKY, ARTHUR

This information reflects the tax status for the account and tax year indicated.

If you have any questions you can contact the Collector of Revenue by calling (314) 622-4105.

Account Information

No taxes are due effective 03/08/2019

Name:	KRICHEVSKY, ARTHUR
Account Status:	Active: 2017 - Current
Local Address:	2019 ALFRED AVE APT 2NORTH ST LOUIS MO 63110
Mailing Address:	2019 ALFRED AVE APT 2NORTH ST LOUIS MO 63110

Office Use

03/08/2019 14:18:21

18 01 T09906 KRI

Tax Year 2018

Bill	Tax Rate	Date Paid	Original Tax Amount	Interest	Penalty	Recording Fee	Court/Suit Cost	Total Balance Due
1	8.4200	11/29/2018	\$430.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Vehicles 2018

Bill	Year	Vehicle Type	Make	Model	Body	Product Code	Unit	Assessed Value
1	2015	Auto	VOLVO	V60	T5 PREM/PREM PLUS	972585	1	5,020

JOHN R. ASHCROFT

MISSOURI
SECRETARY
OF STATE

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[Missouri Election Laws](#)

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[Election Integrity Unit](#)

[Frequently Asked Questions](#)

CHECK YOUR VOTER REG

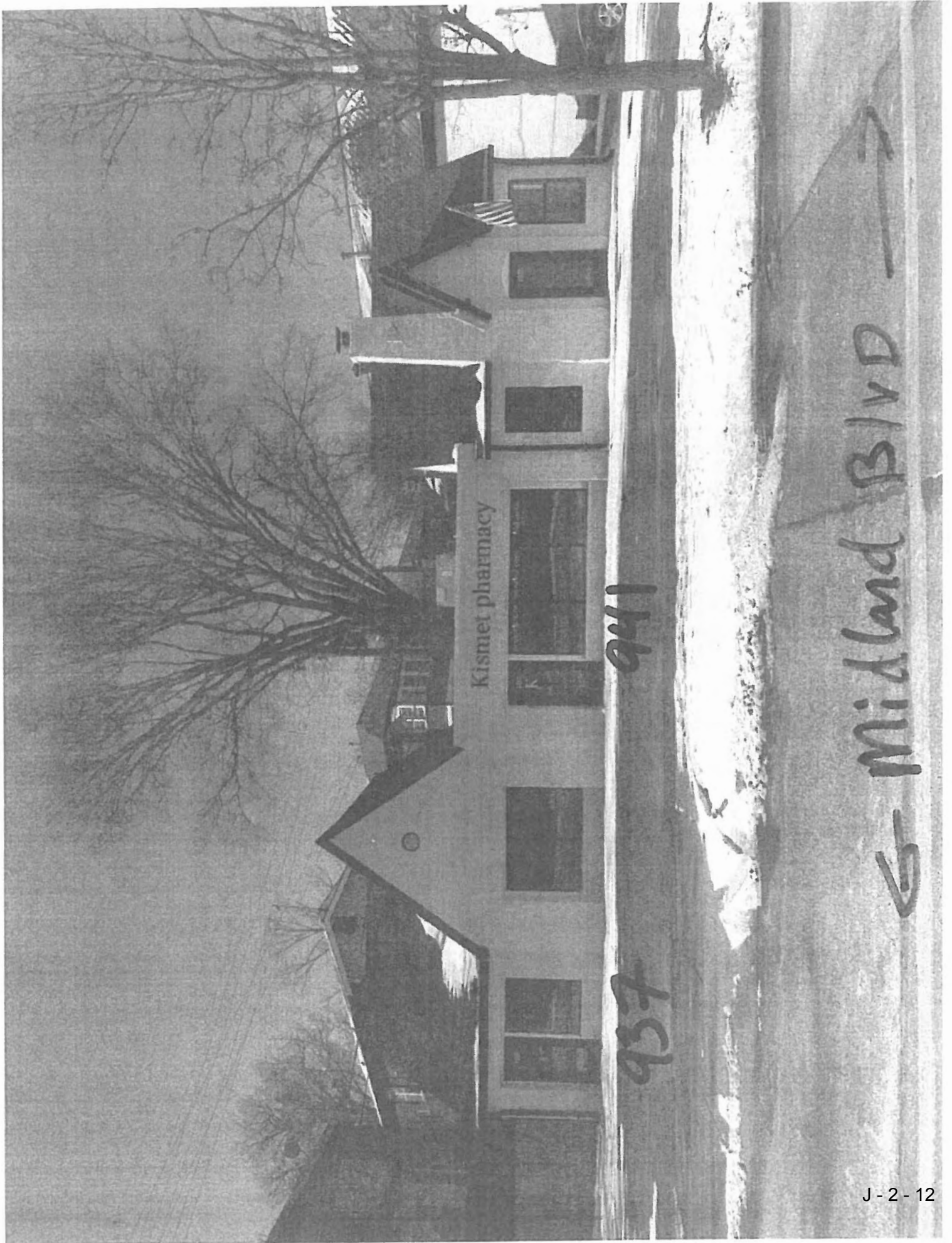
Yes, arthur krichevsky is registered at 2019 ALFRED AVE ST LOUIS, 63110

Your precinct is 08.01. To view your polling place and a listing of candidates at [Portal](#)

[sos.mo.gov](#)
[Internet Privacy Policy](#)
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[Missouri State Government](#)
[Employment](#)
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[Site Map](#)
[Employee Access](#)



Contact Us:
600 West Main Street
Jefferson City, MO 65101
Main Office (573) 751-4936
Info@sos.mo.gov
Branch Offices



Kismet pharmacy

941

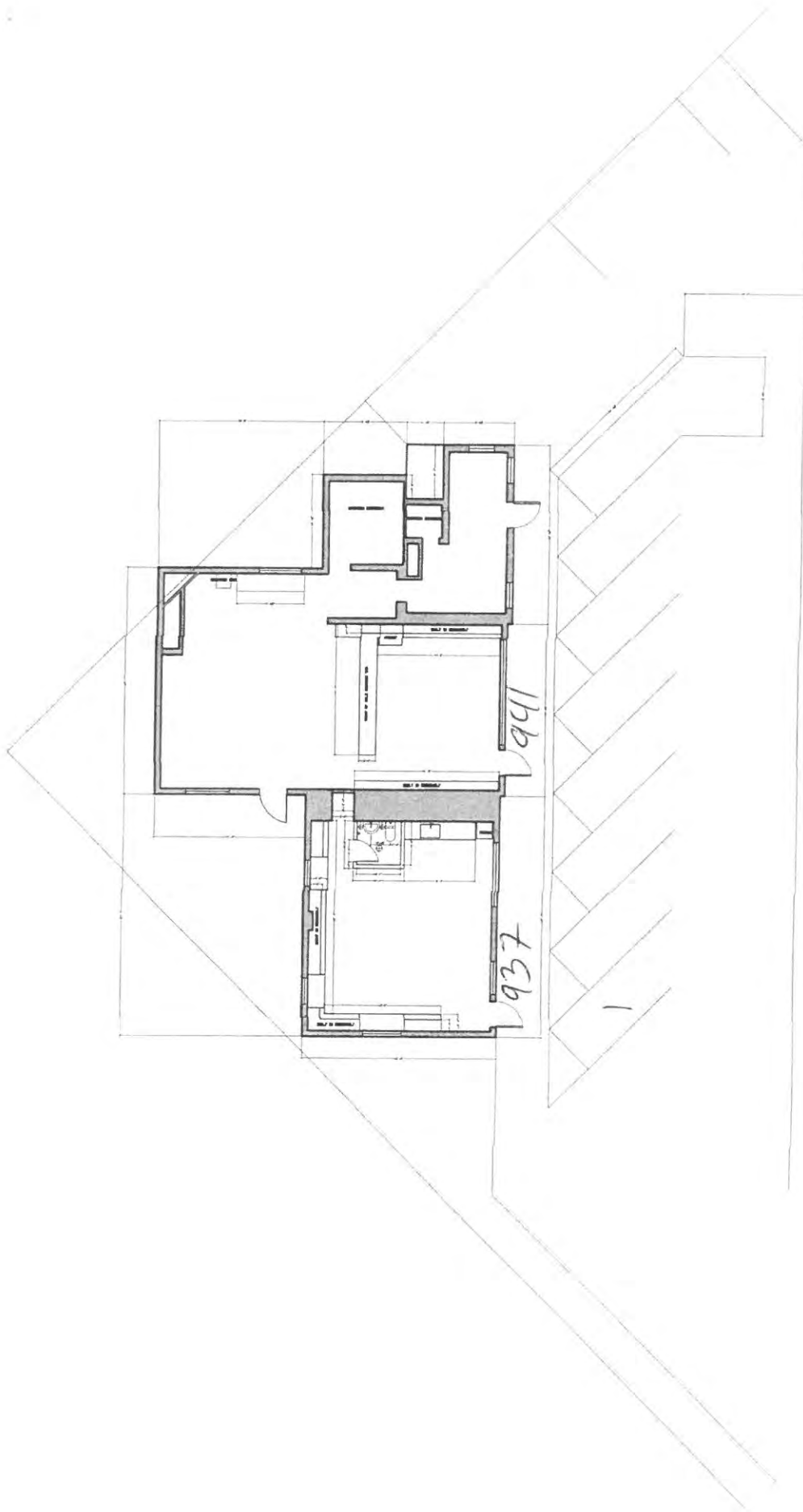
937

Midland Blvd →

M-F: 9:00 AM - 5:00 PM
 Sat/Sunday: 10:00 AM - 6:00 PM

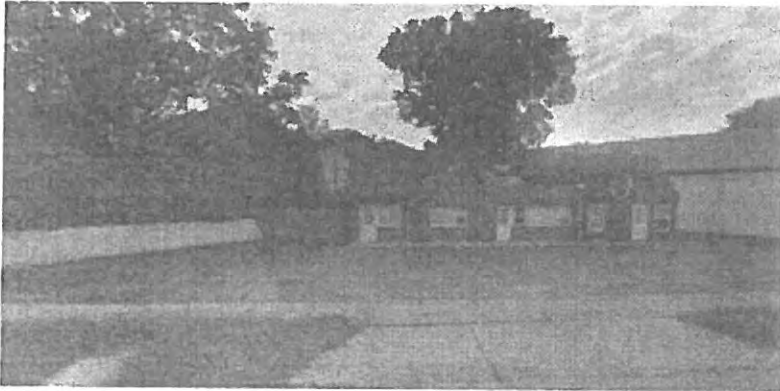


Midland →



← Midland Blvd →

Google Maps 941 Midland Blvd



941 Midland Blvd
 University City, MO 63130

Photos



At this location



Inter-office Memo

Date: 04/16/19

TO: Colonel Hampton, Chief of Police
FROM: Lieutenant Whitley DSN 372
SUBJECT: 941 Midland Blvd (Liquor License Application)
CC:

Business

Neighborhood Pharmacy LLC
D/B/A Kismet
941 Midland Blvd
University City, MO 63130

Applicant & Owner

Arthur Krichevsky
White Male D.O.B.
2019 Alfred Ave. Apt 2 North
St. Louis MO. 63110

314-740-7185

Sir,

I have reviewed the findings of the investigation completed by Detective Nodari concerning the liquor license application submitted by Arthur Krichevsky, for Kismet (Neighborhood Pharmacy), located at 941 Midland Blvd, University City, MO 63130. Det. Nodari's investigation was thorough and revealed no cause for a denial for a City of University Liquor License as applied for by Kismet (Neighborhood Pharmacy).

Respectfully Submitted,

Lieutenant Shawn Whitley DSN 372



Council Agenda Item Cover

MEETING DATE: May 13, 2019

AGENDA ITEM TITLE: Liquor License for **Fox Fire Restaurant & Bar – 6679 Delmar Blvd**

AGENDA SECTION: Consent

CAN THIS ITEM BE RESCHEDULED? Yes

BACKGROUND REVIEW: **Fox Fire Restaurant & Bar** has applied for **All Kinds of Intoxicating Liquor, by the Drink, Retail** liquor license including **Sunday Liquor Sales**.

The Applicant / Managing Officer: Somying Fox

- A background check / investigation by the Police Department revealed no disqualifying information.
- Department Approval was granted from all necessary departments.
- Recommendations from University City citizens are included.
- Petition from business owners within a radius of 200 feet are included.
- A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business.
- 2018 personal property tax record for the applicant indicates payment of taxes.
- Current voter registration documentation for the applicant was provided.

RECOMMENDATION: City Manager recommends the approval of the Liquor License.

ATTACHMENTS: Report from Police Department.



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

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

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

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

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

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

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

I. BUSINESS APPLYING FOR LICENSE:

A BUSINESS NAME AND TYPE

Fox Fire Restaurant & Bar

- Sole Owner
- Partnership
- Corporation
- Limited Liability Company

B DESCRIPTION OF PREMISES AND ADDRESS:

DESCRIPTION: Restaurant

ADDRESS: 6679 Delmar Blvd University City, MO 63130

HOURS OF OPERATION: 11am - 11 pm

C. PHONE:

II. MANAGING OFFICER:

A NAME: (LAST)

Fox

(FIRST)

Somying

(MIDDLE INITIAL)

T

B ADDRESS, CITY & ZIP CODE:

11 Washington Ter St. Louis MO 63112

C. PHONE:

314-5789591

D DATE OF BIRTH:

[REDACTED]

F BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)

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

2922 S Compton Ave St. Louis MO 63118

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

Chiangmai, Thailand

I MISSOURI RESIDENT SINCE (MONTH & YR)

05/2006

K TOWNSHIP:

St. Louis

L COUNTY:

St. Louis

M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT:

Basil Spice LLC

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

Basil Spice LLC

FOR PARTNERSHIP OR LIMITED PARTNERSHIP

NUMBER OF MEMBERS:

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

FOR CORPORATION OR LIMITED LIABILITY COMPANY

NUMBER OF MEMBERS:

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

Somying Fox 100%

OTHER PERSONS

NUMBER OF MEMBERS:

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

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

III. OTHER INFORMATION

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

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

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

D. EXPLAIN (WHEN, WHERE?)
 2008 Basil Spice
 3183 S. grand Blvd.

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

F. EXPLAIN (WHEN, WHERE?)

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

H. EXPLAIN (WHEN, WHERE?)
 2008 Basil Spice
 3183 S. grand Blvd.

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

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

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

L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ 150,000 OTHER (INCLUDING LIQUOR) \$ 48,000

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

N. IS THE APPLICANT INDEBTED TO ANY PERSON FOR MONEY OR PROPERTY, TO BE USED IN THE LICENSED BUSINESS? (IF YES, STATE AMOUNT OF INDEBTEDNESS AND TO WHOM IT IS OWED.)
 YES NO

AMOUNT OWED: \$	NAME:
ADDRESS, CITY, STATE, & ZIP:	
PHONE:	OCCUPATION:

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

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

S.W. P.

SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 28 OF February 2019.

J.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/16/21

JOSE JUDE RUIZ III
Notary Public - Notary Seal
State of Missouri
St. Louis County
My Commission Expires 01-16-2021
Commission # 13726856

THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief	<u>L. Hampton</u>	Date: <u>5/7/19</u>
Comments:		
Community Development	<u>Chapman</u>	Date: <u>5/7/19</u>
Comments:		
City Manager	_____	Date: _____
Comments:		

IV. SUNDAY LIQUOR LICENSE

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

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

A. APPLICANT NAME: (LAST) Fox (FIRST) Somying (MIDDLE INITIAL) T

B. BUSINESS NAME: Fox Fire PHONE NUMBER: 314-5789541

Type of Liquor License held or applied for:

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

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

Swt PR

Signature of Applicant

Owner

Title of Applicant

2-28-19

Date

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

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

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

- 1) Date: 2/28/19 Name: TOM RASSIEUR
Location of University City real property taxed in your name: U. CITY 516015-7009 Olive Blvd
How long have you known applicant? 2 MONTHS Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? YES
Phone Number: 314-757-3414 Signature: [Signature]
- 2) Date: 3/6/19 Name: Neal Rorck
Location of University City real property taxed in your name: 7015 Olive Blvd
How long have you known applicant? 2 months Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? YES
Phone Number: 314-608-1115 Signature: [Signature]
- 3) Date: 3/9/2019 Name: DAN WALD
Location of University City real property taxed in your name: 6655 Delmar
How long have you known applicant? 4 MONTHS Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? YES
Phone Number: 314 422 2386 Signature: [Signature]
- 4) Date: 3-9-2019 Name: John Antonow
Location of University City real property taxed in your name: Antonow's Standard Service
How long have you known applicant? 4 months Are you related? 6615 Olive Blvd
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? YES
Phone Number: 314 721 1445 Signature: [Signature]
- 5) Date: 3/7/2019 Name: Rob Spitzer
Location of University City real property taxed in your name: Formula Impressions - 6262 Olive Blvd
How long have you known applicant? 3 Months Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 314-426-4886 Signature: [Signature]

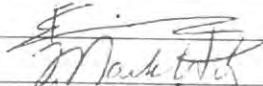
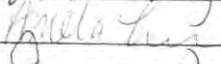
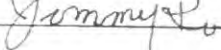



6801 Delmar Blvd
University City, MO 63130
Tel: (314) 505-8544
Fax: (314) 863-0921

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

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

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

NAME	ADDRESS
	Eric Jones 6662 Delmar blvd. Ste. E
	Mark Witzling 6640 Delmar
	Amelia Lenneman 6665 Delmar Blvd Ste 100
	Jimmy Chu Ko 6677 Delmar Blvd #100

(Attach additional sheet if necessary)

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



Missouri
DEPARTMENT OF REVENUE

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

BASIL SPICE
11 WASHINGTON TER
SAINT LOUIS, MO 63112-1913

DATE: 02/15/2019
VALID THROUGH: 05/20/2019

CERTIFICATE OF NO TAX DUE

MISSOURI ID: 19955413
Notice Number 2004278252

To Supervisor of Liquor Control: The Department of Revenue, State of Missouri, certifies the above listed taxpayer has filed all required returns and paid all sales, use, or withholding tax due, including penalties and interest, and does not owe any sales, use, and withholding tax, as of February 14, 2019. This review does not include returns that are not required to be filed as of this date or that have been filed but not yet processed by the Department.

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

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

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

TAXATION DIVISION

Gregory F.X. Daly, Collector of Revenue, City of St. Louis

Personal Property Tax Receipt

2018 - Account B39834 - FOX, KEVIN E

This information reflects the tax status for the account and tax year indicated.

If you have any questions you can contact the Collector of Revenue by calling (314) 622-4105.

Account Information

No taxes are due effective 04/08/2019

Name:	FOX, KEVIN E FOX, SOMYING
Account Status:	Active: 2007 - Current
Local Address:	11 WASHINGTON TERRACE ST LOUIS MO 63112
Mailing Address:	11 WASHINGTON TERRACE ST LOUIS MO 63112

Office Use

04/08/2019 17:18:05

18 01 B39834 FOX

Tax Year 2018

Bill	Tax Rate	Date Paid	Original Tax Amount	Interest	Penalty	Recording Fee	Court/Suit Cost	Total Balance Due
1	8.4200	01/03/2019	\$575.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Vehicles 2018

Bill	Year	Vehicle Type	Make	Model	Body	Product Code	Unit	Assessed Value
1	2005	Trucks/Pickups/SUV/Jeeps	HONDA	ODYSSEY	TOURING	496272	1	1,450
1	2007	Auto	BMW	Z SERIES	Z4 3.0 I CV	742439	1	2,300
1	2013	Auto	TOYOTA	PRIUS	C LB	994198	1	2,780
Total Assessed Value								6,530

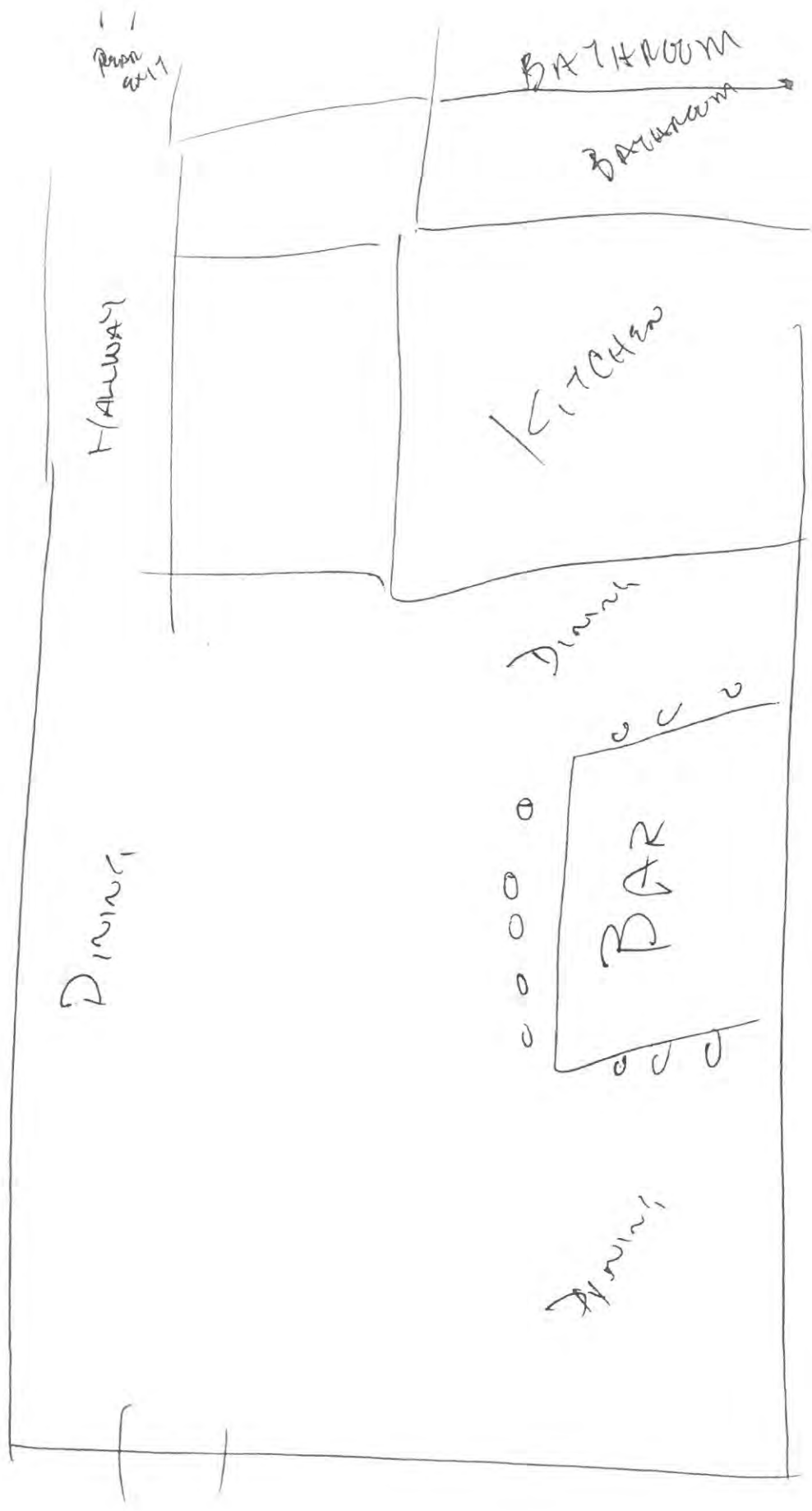
J - 3 - 10

Check Your Voter Registration

Yes, Somying Fox is registered at 11 WASHINGTON TER ST LOUIS, 63112

Your precinct is 26.06. To view your polling place and a listing of candidates and issues on the next ballot, please visit our [Voter Outreach Portal](#)





Storage
Behind
BATHROOMS



Inter-office Memo

Date: 04/16/19

TO: Colonel Hampton, Chief of Police
FROM: Lieutenant Whitley DSN 372
SUBJECT: 6679 Delmar Blvd (Liquor License Application)
CC:

Business

Fox Fire Restaurant and Bar
A.K.A Fox Fire Grill
6679 Delmar Blvd
University City, MO 63130

Applicant & Owner

Somying Fox
Asian Female D.O.B.
#11 Washington Terrace
St. Louis MO. 63112

314-578-9541

Sir,

I have reviewed the findings of the investigation completed by Detective Nodari concerning the liquor license application submitted by, Somying Fox for Fox Fire Restaurant and Bar, located at 6679 Delmar Blvd, University City, MO 63130. Det. Nodari's investigation was thorough and revealed no cause for a denial for a City of University Liquor License as applied for by Fox Fire Restaurant and Bar.

Respectfully Submitted,


Lieutenant Shawn Whitley DSN 372


Chief L. Hampton



Council Agenda Item Cover

MEETING DATE: May 13, 2019

AGENDA ITEM TITLE: Liquor License for **Dollar General - 7900 Olive Blvd**

AGENDA SECTION: Consent

CAN THIS ITEM BE RESCHEDULED? Yes

BACKGROUND REVIEW: **Dollar General** has applied for **Intoxicating Liquor of all Kinds, by the Package, Retail** liquor license.

The Applicant / Managing Officer: Robbin Griffith

- A background check / investigation by the Police Department revealed no disqualifying information.
- Department Approval was granted from all necessary departments.
- A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business.
- 2018 personal property tax record for the applicant indicates payment of taxes.
- Current voter registration documentation for the applicant was provided.

RECOMMENDATION: City Manager recommends the approval of the Liquor License.

ATTACHMENTS: Report from Police Department.



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

#23

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

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

AN APPLICANT IS NOT PERMITTED TO OPERATE UNTIL LICENSE IS ISSUED

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

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

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

I. BUSINESS APPLYING FOR LICENSE:**A. BUSINESS NAME AND TYPE**

Dollar General #11638

- Sole Owner
 Partnership
 Corporation
 Limited Liability Company

B. DESCRIPTION OF PREMISES AND ADDRESS:DESCRIPTION: general merchandiseADDRESS: 7900 Olive St., University City, MO 63130HOURS OF OPERATION: 8 a.m to 9 p.m.**C. PHONE:****II. MANAGING OFFICER:****A. NAME: (LAST)**

Griffith

(FIRST)

Robbin

(MIDDLE INITIAL)

D

B. ADDRESS, CITY & ZIP CODE:

138 Scrivner Road, Eldon, MO 65026

C. PHONE:**D. DATE OF BIRTH:**

7/9/64

F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)

573-635-7166

G. PREVIOUS ADDRESS: (IF NOT AT PRESENT ADDRESS FOR 5 YEARS OR MORE)**H. IF FOREIGN BORN, PLEASE STATE COUNTRY, PLACE AND STATE OF NATURALIZATION:****I. MISSOURI RESIDENT SINCE: (MONTH & YR)**

July 1964

K. TOWNSHIP:

Tuscumbia

L. COUNTY:

Miller

M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT:

Managing Officer

N. NAME OF CORPORATION, PARTNERSHIP OR CLUB: (IF APPLICABLE)**FOR PARTNERSHIP OR LIMITED PARTNERSHIP****NUMBER OF MEMBERS:****A2. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL PARTNERS: (USE PAGE 7 IF NECESSARY)****FOR CORPORATION OR LIMITED LIABILITY COMPANY****NUMBER OF MEMBERS:****A3. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL OFFICERS, DIRECTORS AND STOCKHOLDERS OWNING 1% OR MORE INTEREST IN THE CORPORATION OR MEMBERS OF A LIMITED LIABILITY COMPANY. (USE PAGE 7 IF NECESSARY)**

See Attached

OTHER PERSONS**NUMBER OF MEMBERS:****A4. LIST NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH FOR ALL OTHER PERSONS WHO HAVE AN INTEREST IN THE BUSINESS FOR WHICH LICENSE IS REQUESTED. (USE PAGE 7 IF NECESSARY)****B4. IN WHAT TYPE OF BUSINESS IS EACH OF THE ABOVE PERSONS ENGAGED: (USE PAGE 7 IF NECESSARY)**

III. OTHER INFORMATION

<p>A. IS APPLICANT A QUALIFIED VOTER IN THE STATE OF MISSOURI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>	<p>B. IS APPLICANT AN ASSESSED, TAX PAYING CITIZEN IN THE STATE OF MISSOURI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>												
<p>C. HAS APPLICANT PREVIOUSLY HELD A LIQUOR LICENSE OF ANY TYPE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM D)</p>	<p>D. EXPLAIN (WHEN, WHERE?) <u>As managing officer only</u></p>												
<p>E. HAS APPLICANT, OR ANY EMPLOYEE, OR PROPOSED EMPLOYEES, EVER BEEN DENIED A LIQUOR LICENSE, OR HAD A LICENSE TO SELL LIQUOR REVOKED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM F)</p>	<p>F. EXPLAIN (WHEN, WHERE?) </p>												
<p>G. HAS APPLICANT EVER BEEN EMPLOYED IN ANY CAPACITY BY A BUSINESS WITH A BEER, WINE OR LIQUOR LICENSE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM H)</p>	<p>H. EXPLAIN (WHEN, WHERE?) </p>												
<p>I. HAS THE APPLICANT, EMPLOYEE, OR PROPOSED EMPLOYEE EVER BEEN CONVICTED OF A VIOLATION OF ANY LAW REGULATING, CONTROLLING, OR PROHIBITING THE SALES OR MANUFACTURING OF INTOXICATING LIQUOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN. USE PAGE 7 IF NECESSARY)</p>													
<p>J. HAS ANY DISTILLER, WHOLESALER, WINE MAKER, BREWER OR ANY EMPLOYEE, OR AGENT THEREOF, HAVE OR PROPOSE TO HAVE, ANY FINANCIAL INTEREST IN THE BUSINESS TO WHICH THIS APPLICATION APPLIES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN. USE PAGE 7 IF NECESSARY)</p>													
<p>K. INDICATE THE TYPE OF BUSINESS, IF ANY, APPLICANT PROPOSES TO CONDUCT ON PREMISES IN ADDITION TO SALE OF INTOXICATING LIQUOR:</p> <p><input type="checkbox"/> RESTAURANT _____</p> <p><input type="checkbox"/> HOTEL DINING ROOM _____</p> <p><input checked="" type="checkbox"/> OTHER (PLEASE EXPLAIN) <u>general merchandise</u></p>													
<p>L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ _____ OTHER (INCLUDING LIQUOR) \$ _____</p>													
<p>M. IS THERE A SCHOOL, CHURCH, SYNAGOGUE, PUBLIC PARK OR PLAYGROUND WITHIN ONE HUNDRED FIFTY (150) FEET OF THE PROPOSED BUSINESS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, STATE THE NAME AND APPROXIMATE DISTANCES):</p>													
<p>N. IS THE APPLICANT INDEBTED TO ANY PERSON FOR MONEY OR PROPERTY, TO BE USED IN THE LICENSED BUSINESS? (IF YES, STATE AMOUNT OF INDEBTEDNESS AND TO WHOM IT IS OWED.)</p> <p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">AMOUNT OWED:</td> <td style="width: 30%;">NAME:</td> </tr> <tr> <td>\$ _____</td> <td>_____</td> </tr> <tr> <td colspan="2">ADDRESS, CITY, STATE, & ZIP:</td> </tr> <tr> <td colspan="2">_____</td> </tr> <tr> <td>PHONE:</td> <td>OCCUPATION:</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	AMOUNT OWED:	NAME:	\$ _____	_____	ADDRESS, CITY, STATE, & ZIP:		_____		PHONE:	OCCUPATION:	_____	_____
AMOUNT OWED:	NAME:												
\$ _____	_____												
ADDRESS, CITY, STATE, & ZIP:													

PHONE:	OCCUPATION:												
_____	_____												

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

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

Robbin Griffith
 SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 10th OF January 20 19

CRYSTAL FOLEY
 Notary Public - Notary Seal
 STATE OF MISSOURI
 Miller County
 Commission # 15497012
 My Commission Expires: 10-13-2019

Crystal Foley
 NOTARY PUBLIC

MY COMMISSION EXPIRES:

THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief	<u><i>L. Hampton</i></u>	Date: <u><i>5/17/19</i></u>
Comments:		
Community Development	<u><i>Paula We</i></u>	Date: <u><i>5/21/19</i></u> <u><i>Feb 1, 2019</i></u>
Comments:		
City Manager	_____	Date: _____
Comments:		

IV. SUNDAY LIQUOR LICENSE

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

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

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

B. BUSINESS NAME: PHONE NUMBER:

Type of Liquor License held or applied for:

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

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

Signature of Applicant

Title of Applicant

Date

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

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

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

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

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

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

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

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

SHAREHOLDER - MEMBER - OFFICER INFORMATION

LAST NAME Thorpe		FIRST NAME James		MIDDLE INITIAL E.	DATE OF BIRTH 01/30/59	PLACE OF BIRTH Chicago, IL	
SOCIAL SECURITY NUMBER 018-48-4261		SEX <input checked="" type="checkbox"/> M <input type="checkbox"/> F	POSITION* Manager		NUMBER OF SHARES OWNED/% MEMBERSHIP INTEREST 0		
ADDRESS 1220 Chole Drive			CITY Gallatin		STATE & ZIP CODE TN 37066		TELEPHONE NUMBER 615-855-4000
LAST NAME Gatta, Jr.		FIRST NAME Lawrence		MIDDLE INITIAL J.	DATE OF BIRTH 3/22/60	PLACE OF BIRTH Niles, OH	
SOCIAL SECURITY NUMBER 269-70-4225		SEX <input checked="" type="checkbox"/> M <input type="checkbox"/> F	POSITION* Manager		NUMBER OF SHARES OWNED/% MEMBERSHIP INTEREST 0		
ADDRESS 844 Windstone Boulevard			CITY Brentwood		STATE & ZIP CODE TN 37027		TELEPHONE NUMBER 615-855-4000
LAST NAME Dollar General Corporation (publicly traded)*		FIRST NAME		MIDDLE INITIAL	DATE OF BIRTH	PLACE OF BIRTH	
SOCIAL SECURITY NUMBER 61-0502302		SEX <input type="checkbox"/> M <input type="checkbox"/> F	POSITION*		NUMBER OF SHARES OWNED/% MEMBERSHIP INTEREST 100%		
ADDRESS 100 Mission Ridge			CITY Goodlettsville		STATE & ZIP CODE TN 37072		TELEPHONE NUMBER (615) 855-4000
LAST NAME		FIRST NAME		MIDDLE INITIAL	DATE OF BIRTH	PLACE OF BIRTH	
SOCIAL SECURITY NUMBER		SEX <input type="checkbox"/> M <input type="checkbox"/> F	POSITION*		NUMBER OF SHARES OWNED/% MEMBERSHIP INTEREST		
ADDRESS			CITY		STATE & ZIP CODE		TELEPHONE NUMBER
LAST NAME		FIRST NAME		MIDDLE INITIAL	DATE OF BIRTH	PLACE OF BIRTH	
SOCIAL SECURITY NUMBER		SEX <input type="checkbox"/> M <input type="checkbox"/> F	POSITION*		NUMBER OF SHARES OWNED/% MEMBERSHIP INTEREST		
ADDRESS			CITY		STATE & ZIP CODE		TELEPHONE NUMBER
LAST NAME		FIRST NAME		MIDDLE INITIAL	DATE OF BIRTH	PLACE OF BIRTH	
SOCIAL SECURITY NUMBER		SEX <input type="checkbox"/> M <input type="checkbox"/> F	POSITION*		NUMBER OF SHARES OWNED/% MEMBERSHIP INTEREST		
ADDRESS			CITY		STATE & ZIP CODE		TELEPHONE NUMBER
LAST NAME		FIRST NAME		MIDDLE INITIAL	DATE OF BIRTH	PLACE OF BIRTH	
SOCIAL SECURITY NUMBER		SEX <input type="checkbox"/> M <input type="checkbox"/> F	POSITION*		NUMBER OF SHARES OWNED/% MEMBERSHIP INTEREST		
ADDRESS			CITY		STATE & ZIP CODE		TELEPHONE NUMBER
LAST NAME		FIRST NAME		MIDDLE INITIAL	DATE OF BIRTH	PLACE OF BIRTH	
SOCIAL SECURITY NUMBER		SEX <input type="checkbox"/> M <input type="checkbox"/> F	POSITION*		NUMBER OF SHARES OWNED/% MEMBERSHIP INTEREST		
ADDRESS			CITY		STATE & ZIP CODE		TELEPHONE NUMBER
LAST NAME		FIRST NAME		MIDDLE INITIAL	DATE OF BIRTH	PLACE OF BIRTH	
SOCIAL SECURITY NUMBER		SEX <input type="checkbox"/> M <input type="checkbox"/> F	POSITION*		NUMBER OF SHARES OWNED/% MEMBERSHIP INTEREST		
ADDRESS			CITY		STATE & ZIP CODE		TELEPHONE NUMBER

*POSITION = PRESIDENT, VICE-PRESIDENT, EXECUTIVE VICE-PRESIDENT, SECRETARY, TREASURER, MEMBER, SHAREHOLDER, CHAIRMAN, TRUSTEE, CEO, DIRECTOR

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



Missouri
DEPARTMENT OF REVENUE

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

DOLGENCORP LLC
100 MISSION RDG
GOODLETTSVILLE, TN 37072-2171

DATE: February 28, 2019
VALID THROUGH: 05/31/2019

February 28, 2019

CERTIFICATE OF NO TAX DUE

MISSOURI TAX IDENTIFICATION NUMBER: 11168960

To Whom it May Concern: The Missouri Department of Revenue certifies the above listed taxpayer has filed all required returns and paid all SALES TAX due, including penalties and interest, and does not owe any SALES TAX, as of February 28, 2019. This review does not include returns that are not required to be filed as of this date or that have been filed but not yet processed by the Department.

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

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

TAXATION DIVISION



MILLER TAX RECEIPT

2018 Personal Property

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

ACCOUNT#: 3379
 GRIFFITH BILL & ROBBIN
 138 SCRIVNER RD
 ELDON, MO 65026-0000

TOTAL VALUATION 51,505

PROPERTY DESCRIPTION			
YEAR	DESCRIPTION	VALUE	VIN
2013	LEXUS ES SEDAN 4D ES300H I4 HYBRID	5,780	JTHBW1GG9D2015606
1979	BOAT *	150	LWNV770MM79J
1965	MONARK OUTBD 16' AL	150	29565
2006	NEW HOLLAND TRACTOR	3,350	
1997	NH ROUND BALER	990	
1991	JD TRACTOR # 2555	1,260	
1976	FORD TRACTOR # 7700	540	
1900	FORD TRACTOR # 7740	1,480	
1980	MARINER MANUAL 28 HP	50	572322
2014	HONDA ATV 420CC TRX420FM1E FOURTRAX	150	1HFTE4001E4006644
2006	DODGE TRUCK RAM 2500 PICKUP QUAD CAB	6,690	3D7KS28C56G268596
2001	DODGE TRUCK RAM 3500 PICKUP QUAD CAB	2,690	1B7MF33771J509962
2001	DODGE TRUCK RAM 2500 PICKUP REGULAR C	930	3B7KF26Z71M267403
2011	HMDE TRL25' TRAILER 25'	300	MOHMTTRAILER019363
1998	STOCK TRL 20'	300	1B9P20206W1014680
1991	BOAT TRAILERS SINGLE 16 FT	150	DRX000143153MO
1991	INTERNATIONAL 4X2 2 AX 23660 GVW	1,000	1HTSDZ4P4MH308548
46	CALVES	2,070	
318	COWS/BULLS	20,670	
51	YEARLINGS	2,805	

District	Levy per \$100	Tax
COUNTY TAX	0.02680	\$13.80
STATE	0.03000	\$15.45
CO.AMBULANCE	0.00000	\$0.00
NURSING HOME	0.11790	\$60.72
DEBT.SERV.	0.04670	\$24.05
HEALTH	0.12380	\$63.76
Developmentally Disabled	0.08600	\$44.29
SEN.CITIZEN (General)	0.04970	\$25.60
ELDON R1 (SCHOOL)	3.65120	\$1,880.55
COMMON (RD)	0.26000	\$133.91
MILLER LIBR (LIBR)	0.12990	\$66.90
MOREAU FD (FIRE)	0.55000	\$283.28

Base Tax \$2,612.31
Fees & Interest \$0.00
Total \$2,612.31

12/14/2018 TRANSACTION # 163012
TOTAL PAID: \$2,612.31

Validated By
 William Harvey, Miller Collector
 Calculation / Postmarked Date: 12/13/2018

PERSONAL PROPERTY

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

PAID

Printed: 12/13/2018

2018 Miller County Personal Tax Receipt
 I, William Harvey, Collector of Miller, MO
 do hereby certify that
 GRIFFITH BILL & ROBBIN
 138 SCRIVNER RD
 ELDON, MO 65026-0000
 Has Paid Personal Taxes For The Year 2018 On The
 Following Vehicles Described Below:

2013	LEXUS ES SEDAN 4D ES300H I4 HYBRID	JTHBW1GG9D2015606
1979	BOAT *	LWNV770MM79J
1965	MONARK OUTBD 16' AL	29565
2006	NEW HOLLAND TRACTOR	
1997	NH ROUND BALER	
1991	JD TRACTOR # 2555	
1976	FORD TRACTOR # 7700	

Voting Location

PUBLIC WORKS FACILITY
1600 HWY Y
ELDON MO 65026

Election Districts

1ST DISTRICT COMMISSIONER
MILLER COUNTY ROAD
MOREAU FIRE DISTRICT (2)
ELDON R-1 SCHOOL
MILLER COUNTY AMBULANCE
SALINE TOWNSHIP (1)
State House District 59

This is a Voter Identification Card



Voter ID # : 14801217

Miller County

Ward/Precinct : 3.02 - ELDON NORTH

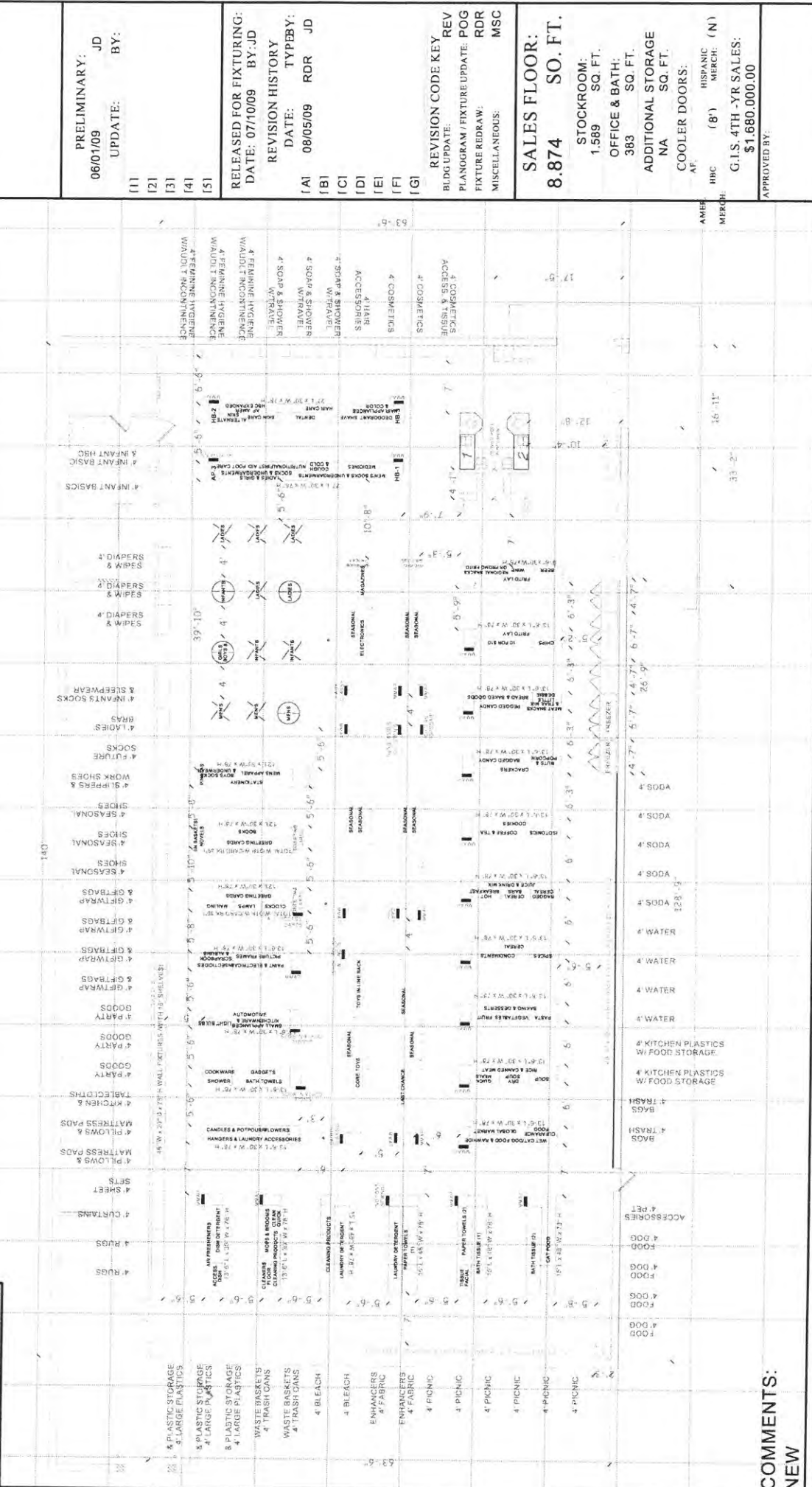
County Registration Date : 12/16/1993

GRIFFITH, ROBBIN HENLEY

138 SCRIVNER RD
ELDON MO 65026

DOLLAR GENERAL

REFER TO MONTHLY STORE LAYOUT GUIDE LOCATED IN MONTHLY PLANNER FOR THE PROPER SEASONAL LAYOUT AND PLACEMENT. CONFIDENTIAL PROPERTY OF DOLLAR GENERAL.



PRELIMINARY: JD
 UPDATE: BY: JD
 06/01/09
 11
 12
 13
 14
 15

RELEASED FOR FIXTURING:
 DATE: 07/10/09 BY: JD
 REVISION HISTORY
 DATE: TYPBY:
 08/05/09 RDR JD

REVISION CODE KEY
 BLDG UPDATE: REV
 PLAN/PROGRAM / FIXTURE UPDATE: POG
 FIXTURE REDRAW: RDR
 MISCELLANEOUS: MSC

SALES FLOOR:
 8.874 SO. FT.

STOCKROOM:
 1.589 SQ. FT.
 OFFICE & BATH:
 383 SQ. FT.
 ADDITIONAL STORAGE
 NA SQ. FT.

COOLER DOORS:
 AF
 HBC (8')
 G.I.S. 4TH -YR SALES:
 \$1,680,000.00

APPROVED BY:

STORE # 11638
 Saint Louis
 MO

LAYOUT FORMAT: **RACETRAX - FS**
 TOTAL MIDWAY LINEAR FOOTAGE: 270
 ACTUAL SEASONAL LINEAR FOOTAGE: 213
 FOR ASSISTANCE PLEASE CONTACT THE APPROPRIATE AUTOCAD OPERATOR:
 ANGELA LEWIS (4231) JOE DELKA (4239) MARK TROUTMAN (4238) DUSTIN SIMONS (4092)

COMMENTS:
 NEW

NOTE: In the event that this store does not fixture within six (6) weeks of the last issue date of this fixture layout, it shall be deemed obsolete and subject to change. This layout should not be considered as a final designation for the placement of refrigeration equipment or electrical wiring due to the possibility for change in company merchandising standards or revisions to the building configuration. A final plan will be issued to all parties involved within four (4) weeks of the scheduled fixture date according to the most recent building floor plan received at that time. If the store is placed on hold or rescheduled to fixture at a later date, the layout may also be subject to change depending on the amount of time it is delayed.

REVISION NOTES

NOTES:

(ENTER REVISION NOTES HERE)

NOTES:

GENERAL NOTES

J - 4 - 19

CONFIDENTIAL



Inter-office Memo



Date: 04/18/18

TO: Colonel Hampton, Chief of Police
FROM: Lieutenant Whitley DSN 372
SUBJECT: 7900 Olive (Liquor License Application)
CC:

Business

Dollar General #11638 LLC
7900 Olive Blvd
University City, MO 63130

Applicant & Owner

Robbin Griffith – Manager
White/Female, D.O.B. 0709/1964
138 Scrivner Road
Eldon, MO 65026
314-573-635-7166

Sir,

I have reviewed the findings of the investigation completed by Detective Daur Nodari concerning the liquor license application submitted by Robbin Griffith, for dollar Gernal, located at 7900 Olive Blvd, University City, MO 63130. Det. Nodari's investigation was thorough and revealed no cause for a denial for a City of University Liquor License as applied for by Dollar General.

Respectfully Submitted,

LF. [Signature]
Sgt. Whitley DSN 372

Final Approval:

L. Hampton
Col. Larry Hampton, Chief of Police



No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 12/07/2018

Name (1): ROBBIN GRIFFITH

Name (2):

Name (3):

Date Of Birth: 07/09/1964

SSN:

Control Number: 4471627

If you have any questions, please do not hesitate to contact our office at 573-526-6312.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102



Council Agenda Item Cover

MEETING DATE: 5/13/2019

AGENDA ITEM TITLE: Police Department Vehicles (Cars #1 and #10) Replacement

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: The State of Missouri statewide Patrol Vehicles contract lists a Ford Police Interceptor Sedan with a price of \$23,931 for a 3.5 liter V6 gasoline engine and with other added costs for other agencies using the contact this price is \$25,501.

The Police Department car #1 (2018 Ford Taurus) was involved in a service accident and declared a total loss. The City received an insurance settlement check in the amount of \$20,958.86 that reflects the total settlement of \$23,458.86 less the \$2,500.00 deductible. The Police Department requires the replacement of this vehicle with another Ford Taurus. The total purchase price of this unit is \$25,501. The equipment for this vehicle can be transferred from the old unit. The total purchase price of \$25,501 less the settlement of \$20,958.86 is \$4,542.14

The Police Department car #10 (2015 Chevrolet Impala) was involved in a service accident and declared a total loss. The City received an insurance settlement check in the amount of \$4,786.48 that reflects the total settlement of \$7,286.48 less the \$2,500.00 deductible. The Police Department requires the replacement of this vehicle with a Ford Taurus. The total purchase price of this unit is \$25,501. The equipment for this vehicle can be transferred from the old unit. The total purchase price of \$25,501 less the settlement of \$4,786.48 is \$20,714.52

Staff has verified that the Fleet Internal Service Fund (02-Fund) has sufficient funds budgeted to be used for the purpose of these vehicle replacements in the current fiscal year and proposes to utilize the 02 Fund for this purchase.

RECOMMENDATION: City Manager recommends that the City Council approve the purchase of two Ford Police Interceptor Sedan vehicles replacing the Cars #1 and #10 for a total cost of \$51,002 less the total settlement credit of \$25,745.34 equaling a net expenditure of \$25,256.66.

ATTACHMENTS:

- 1) Settlement statement (Car #1)
- 2) Settlement statement (Car #10)
- 3) State of Missouri statewide contract price sheet



Western Claim Service Center
 2155 W Pinnacle Peak Road #400
 Phoenix, AZ 85027
 O (800) 252-4670
 F (800) 664-0987

Mailing Address
 P.O. Box 42065
 Phoenix, AZ 85080

May 9, 2019

City of University City
 Linda Schaeffer
 314-505-8531
 lschaeffer@ucitymo.org
 6801 Delmar Blvd,
 University City, Missouri 63130-3104

Re: Insured Name: City of University City
 Policy Number: 35834219
 Claim Number: 047518042282
 Date of Loss: 12/1/18
 Cause of Loss: Collision
 Vehicle: 2018 Ford Taurus
 VIN: 1FAHP2L84JG128171
 Writing Company: FEDERAL INSURANCE COMPANY

Dear City of University City,

This letter is to follow up our conversation regarding your **COLLISION** claim. Your vehicle has been rendered a total loss. The Actual Cash Value for your vehicle was obtained by using the Autosource Valuation per State Regulations. The Actual cash value of your vehicle is \$22131.00. The appraised amount of damage to the vehicle is \$15837.22, which is ***71.56*%** of the Actual Cash Value. The damages to the vehicle make it economically impractical to repair.

Here are the details of how we arrived at your settlement:

Actual Cash Value:	\$	22131.00
Sales Tax %:6	\$	1327.86

Gross Total:	\$	23458.86
Deductible:	\$	2500.00

Settlement Amount:	\$	20958.86

Upon receipt of the clear, signed title, I will issue the SETTLEMENT AMOUNT. Please also mail any spare keys to the vehicle.

The title is a legal document, therefore we must have the original signed title (sign on the Seller Signature Line) in order to transfer the vehicle out of your name and sell as salvage. As long as the title is still in your name, you are still responsible for all State Taxes and Registration Fees owed on the vehicle.

Chubb Insurance guidelines & State Law are that we CANNOT make payment until the original documents are received in the mail along with any spare keys.



Western Claim Service Center
 2155 W Pinnacle Peak Road #400
 Phoenix, AZ 85027
 O (800) 252-4670
 F (800) 664-0987

Mailing Address
 P.O. Box 42065
 Phoenix, AZ 85080

November 26, 2018

City Of University City
 Attn: Linda Schaefer
 6801 Delmar Blvd.
 University City, Missouri 63130-3104

Re: Insured Name: City Of University City
 Policy Number: 3584319/087
 Claim Number: 092018017567
 Date of Loss: 10/18/2018
 Cause of Loss: Property
 Driver: Theodore Jackson
 Vehicle: 2015 Chevrolet Impala Limited Police
 VIN: 2G1WD5E3151112617
 Writing Company: Federal Insurance Company

Dear Ms. Schaefer:

Your company vehicle has been rendered a total loss. The Actual Cash Value for your vehicle was obtained by using the Autosource Valuation per State Regulations. The damages to the vehicle make it economically impractical to repair.

Here are the details of how we arrived at your settlement:

Actual Cash Value:	\$	6,970.00
Sales Tax 4.225%:	\$	294.48
Title:	\$	22.00
Removal/Installation	\$	Please provide invoice

Gross Total:	\$	7,286.48
Less Deductible:	\$	-2,500.00

Settlement Amount: \$ 4,786.48

Upon receipt of the clear, signed title, I will issue the SETTLEMENT AMOUNT. Please also mail any spare keys to the vehicle.

The title is a legal document, therefore we must have the original signed title (sign on the Seller Signature Line) in order to transfer the vehicle out of your name and sell as salvage. As long as the title is still in your name, you are still responsible for all State Taxes and Registration Fees owed on the vehicle.

Chubb Insurance guidelines & State Law are that we CANNOT make payment until the original documents are received in the mail along with any spare keys.

Please mail the original signed title paperwork to:

Regular Mail:	Overnight Mail:
Chubb Insurance	Chubb Insurance
PO Box 42065	2155 W. Pinnacle Peak Road #400
Phoenix, AZ 85080	Phoenix, AZ 85027

Please put the mail to the attention of Bess Coin and include our Claim# [092018017567](#).

Additionally, it is imperative that you have your belongings & license plates removed (if transferrable) from the vehicle, leave the keys with the vehicle and advise the shop/tow facility that it is OK for Chubb to pick up the vehicle.

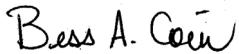
Please understand the shop/tow facility will be charging daily storage. It is imperative that this vehicle be released as soon as possible to mitigate the up-front expenses. Chubb will only absorb 5 additional days from the date of this letter. Any additional charges will become the owner's responsibility.

If you have a lien on your vehicle, you must provide that information to me. The lien holder name, telephone number and account number must be provided so I may contact them for a payoff of the loan/lease.

Once the settlement check for your total loss claim has been issued, please contact your agent to remove the vehicle from your policy.

If you have any questions, please call me at 1-800-252-4670, option 3, extension 2396 or email us at USAutoClaims@chubb.com.

Sincerely,



Bess A. Coin
WCSC Total Loss Claims Examiner

Attachment

cc: THE DANIEL AND HENRY COMPANY

Please mail the original signed title paperwork to:

Regular Mail:	Overnight Mail:
Chubb Insurance	Chubb Insurance
PO Box 42065	2155 W. Pinnacle Peak Road #400
Phoenix, AZ 85080	Phoenix, AZ 85027

Please put the mail to the attention of Racheal Hunt and include our Claim# 047518042282.

Additionally, it is imperative that you have your belongings & license plates removed (if transferrable) from the vehicle, leave the keys with the vehicle and advise the shop/tow facility that it is OK for Chubb to pick up the vehicle.

Please understand the shop/tow facility will be charging daily storage. It is imperative that this vehicle be released as soon as possible to mitigate the up-front expenses. Chubb will only absorb 3 additional days from the date of this letter. Any additional charges will become the owner's responsibility.

If you have a lien on your vehicle, you must provide that information to me. The lien holder name, telephone number and account number must be provided so I may contact them for a payoff of the loan/lease.

Once the settlement check for your total loss claim has been issued, please contact your agent to remove the vehicle from your policy.

If you have any questions, please call me at 1-800-252-4670, option 3, extension 2456 or email us at USAutoClaims@chubb.com.

Sincerely,

Racheal Hunt
WCSC Total Loss Claims Examiner

Attachment

PATROL VEHICLES – MODEL YEAR 2018
(Statewide)

Contract Number: CC180382003

Contractor: Lou Fusz Ford

Line Item 26

UNSPSC Code: 25101702

MAKE/MODEL: 2018 Ford Police Interceptor Sedan

PRICE: \$27,331.00

ORDER CUT-OFF DATE: 06/08/18

EQUIPMENT INCLUDED IN PRICE

- V-6 type, 3.5 liter turbo-charged (EcoBoost) gasoline engine with heavy-duty cooling system and engine oil cooler
- 148 mph top speed calibration
- All wheel drive
- Six speed automatic heavy-duty police calibration, column mounted gear selector and auxiliary oil cooler
- Heavy-duty electric power assist steering
- Tilt steering wheel
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Independent front and rear suspension. Front and rear stabilizer bars
- Five (5) tires, 245/55R18 BSW, “W” speed rated (includes full size spare)
- Five (5) 18” heavy-duty steel wheels (includes full size spare)
- 18” Full Wheel Covers
- 220 ampere heavy duty alternator
- 750 c.c.a. minimum battery
- Police type speedometer certified for accuracy
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- Manufacturer’s standard radio
- Power adjustable brake and accelerator pedals
- Radio noise suppression bonding straps
- Rear inside door locks and handles fully operable
- Automatic Deck Lid Release, ignition controlled
- Deck lid and driver door key lock cylinder
- Single key locking system
- Heavy-duty front bucket seats without center console, designed for police usage and covered with heavy-duty cloth fabric. 6-way power adjusting driver seat
- Heavy-duty cloth bench rear seat
- Manufacturer’s standard air bags
- Full carpeting both front and rear
- Carpeted floor mats
- Front license bracket
- Factory spotlight provision, left hand with 6” halogen spotlight
- Police power pigtail harness
- Pre-wiring for LED, siren, and speaker
- Courtesy lamps disabled when any door is opened
- Front row overhead red/white auxiliary dome lamp
- Standard Production Solid Color Exterior and Standard Interior Trim
- L.H and R.H power heated power adjusting outside rearview mirrors
- Remote Keyless entry with a minimum of two (2) FOBs
- Head lamp housing prep package. Does not include LED installed lights
- Tail lamp housing prep package. Does not include LED installed lights.
- Power windows and door locks, rear power windows operable from rear seat and driver’s seat, rear window lockout switch controllable from driver’s position
- Police engine idle feature

AVAILABLE OPTIONS
(for line item 26)

Line Item 27 – 3.7 liter V6 gasoline engine with all wheel drive (normally aspirated)	<u>\$2,400.00</u> (credit)
Line Item 28 – 3.5 liter V6 gasoline engine with front wheel drive (normally aspirated)	<u>\$3,400.00</u> (credit)
Line Item 29 – Ford SYNC	<u>\$295.00</u>
Line Item 30 – Standard wheel center caps in lieu of full wheel covers	<u>\$60.00</u> (credit)
Line Item 31 – Blind spot information system With cross traffic alert	<u>\$415.00</u>

Line Item 52 – Miscellaneous Options/Features

**for the purchase of options/features not specifically identified herein

DELIVERY: 90-120 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (power train)

**PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 26)**

Line Item 32 – Preparation Cost **\$995.00 per vehicle**

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 51 – Delivery Cost **\$1.50 per mile**

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Chesterfield, Missouri.



Council Agenda Item Cover

MEETING DATE: May 13, 2019

AGENDA ITEM TITLE: Sustainable Development Guidelines

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND REVIEW:

Collaborative efforts between the Green Practices Commission, staff, and regional experts were used to create sustainable guidelines for development projects. University City adopted the East-West Gateway OneSTL sustainable targets July 9, 2018; it is critical to put processes in place to attain these goals. These guidelines would be a component of the Sustainability Master Plan called for in the FY18-20 Work Plan.

The OneSTL areas of sustainability pertaining to developmental standards are as follows:

- Water and Green infrastructure – Increasing water quality and reducing stormwater pollution
- Waste and Recycling – Reducing landfill waste and increasing waste diversion
- Transit Oriented Development – Increasing alternative methods of transportation
- Energy and Emissions – Increasing energy efficiency and reducing emissions
- Biodiversity – Increasing habitat connectivity and ecological functionality

All strategies to attain the sustainability targets must be evaluated through the triple bottom line framework – people, planet, and profit – in order to have a broad perspective for the greatest value to the city.

In order for University City to meet the adopted sustainability Goals, all development within University City, public and private, must take measures to implement sustainable practices. The proposed guidelines are primarily incentivized and recommended with the only required practices being what is codified; they will not create additional work or costs to the developer. The intention is to create a straightforward place for sustainable practices, promoting and facilitating development in our City while encouraging practices that protect our environment for future generations.

The guidelines will need to be updated annually to include all current incentives, requirements and advancements in technologies and resources available for sustainable practices.

On April 11, 2019 the Green Practices Commission unanimously endorsed the Sustainable Development Guidelines.

RECOMMENDATION:

The City Manager is recommending that City Council approve the resolution and adopt the Sustainable Development Guidelines.

ATTACHMENTS:

1. Draft Resolution
2. Sustainable Development Guidelines

RESOLUTION 2019 – 5

A RESOLUTION OF THE CITY OF UNIVERSITY CITY ADOPTING THE UNIVERSITY CITY SUSTAINABLE DEVELOPMENT GUIDELINES

WHEREAS, the City of University City recognizes that a healthy environment is integral to the long-term economic health of the City.

WHEREAS, the City of University City utilizes the triple bottom line accounting framework to guide the City's economic, social, and environmental performance.

WHEREAS, the City of University City voted to endorse the OneSTL Regional Plan for Sustainable Development on July 9, 2018.

WHEREAS, the City of University City adopted the Energy Efficiency, Renewable Energy, and Greenhouse Gas Reduction Policy on May 12, 2014.

WHEREAS, the City of University City established the Green Practices Commission to study sustainability practices of the City on August 8, 2011.

WHEREAS, the Green Practices Commission unanimously endorsed the Sustainable Development Guidelines during their April 11, 2019 meeting.

WHEREAS, the City of University City recognizes that community awareness and education of sustainable development practices are fundamentally important to successful implementation of sustainable policies and programs.

WHEREAS, adoption by the City of University City demonstrates their commitments and leadership on sustainability and energy efficiency.

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

The City of University City hereby adopts the University City Sustainable Development Guidelines in accordance with the Energy Efficiency, Renewable Energy, and Greenhouse Gas Reduction Policy.

The City of University City adopts these guidelines with the intent to modify them over time, wherever possible, to add incentives and requirements which encourage sustainable development.

This Resolution shall be in full force and effect from and after its passage by the City Council and signature by the Mayor.

Adopted this 13th Day of May, 2019

Terry Crow, Mayor

ATTEST:

LaRette Reese, City Clerk

2019

University City Sustainable Development Guidelines



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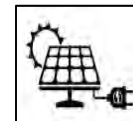
1. WATER AND GREEN INFRASTRUCTURE



- 1.1 Erosion Control during Construction**
- 1.2 Post Construction Stormwater Solutions**
 - 1.2.1 *Permeable Pavement*
 - 1.2.2 *Runoff Landscaping for Parking Lots*
 - 1.2.3 *Vegetated Roofs*
- 1.3 Water Conservation**
 - 1.3.1 *Rain Barrels, Rainwater Tanks, and Cisterns*
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-

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 - 2.1.2 *Wind Power*
 - 2.1.3 *Geothermal Power*
- 2.2 Energy Efficiency (per 2012 IECC)**
 - 2.2.1 *Efficient Building Envelope*
 - 2.2.2 *Energy-Efficient Lighting Strategies*
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 - 2.3.1 *Energy-Efficient HVAC*
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- 3.3 Site Layout**

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- 4.1 Construction/Demolition Waste Diversion**
- 4.2 Environmentally Preferable Building Materials**
- 4.3 Sustainable Maintenance Practices**
 - 4.3.1 Waste Disposal and Recycling*
 - 4.3.2 Low-Emitting Materials*
 - 4.3.3 Green Cleaning/Janitorial Supplies*



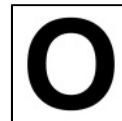
5. BIO-DIVERSITY

- 5.1 Preservation of Native Species**
- 5.2 Introduction of Native Species**
 - 5.2.1 Pollinator-friendly Plants*
- 5.3 Wildlife-friendly Building Design**



6. OTHER

- 6.1 Tenant and Employee Education**
- 6.2 Indoor Air Quality**
- 6.3 Dark-Sky Friendly Lighting**



1. WATER AND GREEN INFRASTRUCTURE

1.1 Erosion Control during Construction

Effective erosion controls handle surface runoff and are important techniques in preventing water pollution, soil loss, wildlife habitat loss and human property loss. University City requires a plan to minimize sediment movement for all projects disturbing land.

Requirements:

- This is a required practice. Any land disturbance activity involving one (1) acre or more of land, or a site involving less than one (1) acre that is part of a proposed development that will ultimately disturb one (1) acre or more require Major Land Disturbance Permits through St. Louis County and the Department of Natural Resources.
- Site grading and erosion control is also required for land disturbance less than 1 acre. See Section 405.140, 405.280, 405.490, 405.510 of the municipal code for details.

Incentives:

- Not Available

Resources:

Metropolitan St. Louis Sewer District (MSD) Stormwater Best Management Practices (BMP) Toolbox	https://www.stlmsd.com/what-we-do/stormwater-management/bmp-toolbox
Metropolitan St. Louis Sewer District (MSD) Landscape Guide for Stormwater Best Management Practice Design	https://www.stlmsd.com/sites/default/files/engineering/442680.PDF
Metropolitan St. Louis Sewer District (MSD) Site Design Guidance	https://www.stlmsd.com/sites/default/files/engineering/474685.PDF
University City Municipal Code, Ordinance 7065 regarding erosion control for Major Land Disturbance (1 acre and over)	https://www.ecode360.com/documents/UN3457/source/LF1020263.pdf
University City Municipal Code, Sections 405.140, 405.280, 405.490, 405.510	https://www.ecode360.com/28295169 https://www.ecode360.com/28295288 https://www.ecode360.com/28295514 https://www.ecode360.com/28295541 <i>(405.510 as edited per ordinance 7060):</i> https://www.ecode360.com/documents/UN3457/source/LF1020258.pdf

1.2 Post-Construction Stormwater Solutions

Post-construction stormwater management in areas undergoing new development or redevelopment is necessary because runoff from these areas has been shown to significantly affect receiving water bodies. Prior planning and design for the minimization of pollutants in post-construction stormwater discharges is the most cost-effective approach to stormwater quality management. Following construction of a new development or re-development, post construction stormwater solutions attempt to reduce pollutants in post-construction runoff.



Requirements:

- This is a required practice for land disturbance projects encompassing more than one acre. Post-Construction Stormwater Solutions shall apply to site design for any project which includes alteration of site drainage or floodplain areas, connection to storm sewer systems or open storm water channels, and all land disturbance projects encompassing one (1) acre or more of land, or a site involving less than one (1) acre that is part of a proposed development that will ultimately disturb one (1) acre or more.
- While specific stormwater solutions are not required for projects less than one (1) acre, every development shall be designed to control stormwater runoff. See section 405.490 – Utilities, Sanitary and Storm Sewers – of the municipal code for more details.

Incentives:

- In Planned Development Districts: Site coverage bonus: The Plan Commission may recommend and the City Council may approve an increase in maximum site coverage from seventy percent (70%) up to ninety percent (90%). In order to qualify for this bonus, the development plan must demonstrate compliance with four (4) or more of the performance criteria. Please see Section 400.780 – Density and Dimensional Regulations and Performance Standards – of the municipal code for more details.
- The Metropolitan Sewer District (MSD) offers a Non-Sewered Water Credit for businesses that divert some of the water they use away from the sewer system. This credit reduces the amount of wastewater services businesses are charged. Please visit MSD’s website or click [here](#) for more information on this credit.

Resources:

Metropolitan St. Louis Sewer District (MSD) Site Design Guidance	https://www.stlmsd.com/sites/default/files/engineering/474685.PDF
Metropolitan St. Louis Sewer District (MSD) Landscape Guide for Stormwater Best Management Practice Design	https://www.stlmsd.com/sites/default/files/engineering/442680.PDF
Metropolitan St. Louis Sewer District (MSD) Non-Sewered Water Credit	https://www.stlmsd.com/sites/default/files/engineering/Non-Sewered%20Water%20Credit%20June%202017%20Brochure.pdf
University City Municipal Code, Ordinance 7060 regarding post construction stormwater management for Major Land Disturbance (1 acre and over)	https://www.ecode360.com/documents/UN3457/source/LF1020263.pdf
University City Municipal Code section 400.490	https://www.ecode360.com/28295514
University City Municipal Code section 400.780	https://www.ecode360.com/28293321



Below are also specific strategies to incorporate storm drainage/retention facilities for the site:

1.2.1 Permeable Pavement

Permeable pavements are alternative paving surfaces that allow stormwater runoff to filter through voids in the pavement surface into the underlying soil.

Requirements:

- Not specifically required; but may be used to satisfy post construction stormwater requirements. See section 1.2.

Incentives:

- See section 1.2 (Planned Development Districts)

Resources:

Permeable Interlocking Paver Effectiveness Calculator and Permeable Interlocking Paver Cost Calculator	https://pacificpavingstone.com/permeable-calculator/ https://www.remodelingexpense.com/costs/cost-of-permeable-paver/
Metropolitan St. Louis Sewer District (MSD) Site Design Guidance	https://www.stlmsd.com/sites/default/files/engineering/474685.PDF
University City Municipal Code section 400.780	https://www.ecode360.com/28293321

1.2.2 Runoff Landscaping for Parking Lots

The most important function of parking lot landscaping is to provide natural drainage, a water collection network, and stormwater filtration. Landscaping can also enhance the aesthetic quality of the space and help reduce temperatures in the summer by providing shade.

Requirements:

- Not specifically required; but may be used to satisfy post construction stormwater requirements. See section 1.2.

Incentives:

- See section 1.2 (Planned Development Districts)



Resources:

Green Values Stormwater Toolbox and Low Impact Development(LID) Practices Costing Tool	http://greenvalues.cnt.org/ https://sustainabletechnologies.ca/home/urban-runoff-green-infrastructure/low-impact-development/low-impact-development-life-cycle-costs/
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Resources continued:

Metropolitan St. Louis Sewer District (MSD) Site Design Guidance	https://www.stlmsd.com/sites/default/files/engineering/474685.PDF
Metropolitan St. Louis Sewer District (MSD) Landscape Guide for Stormwater Best Management Practice Design	https://www.stlmsd.com/sites/default/files/engineering/442680.PDF
University City Municipal Code section 400.780	https://www.ecode360.com/28293321

1.2.3 Vegetated Roofs

Vegetated roofs are roofs that include a layer of plant species that are used to absorb stormwater and reduce the heat island effect in urban communities. Vegetated roofs require caution to alleviate any damage to the existing roof, and involve high-quality water proofing, a root repellent system, a drainage system, filter cloth, a lightweight growing medium, and plants.

Requirements:

- Not specifically required; but may be used to satisfy post construction stormwater requirements. See section 1.2.

Incentives:

- See section 1.2 (Planned Development Districts)

Resources:

Metropolitan St. Louis Sewer District (MSD) Site Design Guidance	https://www.stlmsd.com/sites/default/files/engineering/474685.PDF
Green Values Green Roof Savings Calculator and Low Impact Development(LID) Practices Costing Tool	http://greenvalues.cnt.org/calculator/calculator.php https://sustainabletechnologies.ca/home/urban-runoff-green-infrastructure/low-impact-development/low-impact-development-life-cycle-costs/
University City Municipal Code section 400.780	https://www.ecode360.com/28293321



1.3 Water Conservation

Fresh, clean water is a limited resource. While most of the planet is covered in water, most is salt water that can only be consumed by humans and other species after undergoing desalination, which is an expensive process. Occurrences such as droughts further limit access to clean and fresh water, meaning people need to take steps to reduce water use and save as much water as possible. In some areas of the world, access to water is limited due to contamination. People who have access to fresh water can take steps to limit their use of water to avoid waste. University City has adopted the International Plumbing Code (IPC) of 2012; along with the ideas and regulations for gray water recycling systems in the IPC, below are a few recommended practices for rainwater recycling systems.

Requirements:

- Not Required.

Incentives:

- The Metropolitan Sewer District (MSD) offers a Non-Sewered Water Credit for businesses that divert some of the water they use away from the sewer system. This credit reduces the amount of wastewater services businesses are charged. Please visit MSD's website or click [here](#) for more information on this credit.

Whole Building Design Guide – Protect and Conserve Water	https://www.wbdg.org/design-objectives/sustainable/protect-conserve-water
Metropolitan St. Louis Sewer District (MSD) Non-Sewered Water Credit	https://www.stlmsd.com/sites/default/files/engineering/Non-Sewered%20Water%20Credit%20June%202017%20Brochure.pdf

1.3.1 Rain Barrels, Rainwater Tanks, and Cisterns

Rain barrels, rainwater tanks, and cisterns all capture and store rainwater for later use.

Required:

- Not specifically required; but may be used to satisfy post construction stormwater requirements. See section 1.2.

Incentives:

- Not available



Resources:

Rainwater Collection Potential Calculator and Low Impact Development(LID) Practices Costing Tool	https://www.watercache.com/resources/rainwater-collection-calculator https://sustainabletechnologies.ca/home/urban-runoff-green-infrastructure/low-impact-development/low-impact-development-life-cycle-costs/
Metropolitan St. Louis Sewer District (MSD) Site Design Guidance	https://www.stlmsd.com/sites/default/files/engineering/474685.PDF

1.3.2 Rain Gardens

Rain gardens are gardens of native shrubs, perennials, and flowers planted in a small depression designed to temporarily hold and soak in rainwater runoff.

Required:

- Not specifically required; but may be used to satisfy post construction stormwater requirements. See section 1.2.

Incentives:

- See section 1.2 (Planned Development Districts)

Resources:

Rain Garden Alliance Calculator	http://raingardenalliance.org/right/calculator
Metropolitan St. Louis Sewer District (MSD) Site Design Guidance	https://www.stlmsd.com/sites/default/files/engineering/474685.PDF
Metropolitan St. Louis Sewer District (MSD) Landscape Guide for Stormwater Best Management Practice Design	https://www.stlmsd.com/sites/default/files/engineering/442680.PDF
University City Municipal Code section 400.780	https://www.ecode360.com/28293321

1.3.3 Indoor Water Efficiency

A great deal of potable water is used indoors, with Americans using about 70% of their water inside their homes, according to the US EPA. In fact, the American Water Works Research Foundation performed a 1999 study in which they found that Americans use 26.7% of indoor water in the toilet, 21.7% in the clothes washer, 16.8% in the shower, and 15.7% from faucets. Nearly 14% is attributed to leaks and 5.3% is from other sources. Water-efficient plumbing fixtures (ultra low-flow toilets and urinals, waterless urinals, low-flow and sensed sinks, low-flow showerheads, and water-efficient dishwashers and washing machines) are some ways to increase water conservation.

Required:



- Not Required

Incentives:

- Not Available

Resources:

Water Footprint Calculator Guide to Reducing Indoor Water Use	https://www.watercalculator.org/water-use/indoor-water-use-at-home/
Improving Water Efficiency Guide	https://www.buildings.com/article-details/articleid/6461/title/improving-water-efficiency-in-your-building
The Federal Energy Management Program Estimating Methods for Determining End-Use Water Consumption	https://www.energy.gov/eere/femp/estimating-methods-determining-end-use-water-consumption
ENERGY STAR Portfolio Manager – track your water usage	https://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/save-energy/save-water-save-energy
EPA WaterSense	https://www.epa.gov/watersense

2. ENERGY AND EMISSIONS

2.1 Renewable Energy

Renewable energy is energy that is collected from renewable resources that are naturally replenished, such as sunlight, wind, and geothermal heat. The energy code as laid out in the International Energy Conservation Code (IECC) of 2012 is in effect for University City. Below are some examples, resources, and available incentives.

2.1.1 Solar Power

Solar power is the conversion of energy from sunlight into electricity, either directly using photovoltaics or indirectly using concentrated solar power.

Required:

- Not required.

Incentives:

- The Bipartisan Budget Act of 2018 extended the federal tax credit for renewable energy, and federal tax credits are available for solar power. Please see the Bipartisan Budget Act of 2018 for information on renewable tax credits.
- Ameren Missouri’s solar programs will be updated in the form of solar rebates and utility owned solar effective on and after January 1, 2019. Please see Senate Bill 564 for more information.



- Property Assessed Clean Energy (PACE) funding is available for energy efficiency and renewable energy projects to eligible property owners.

Resources:

2012 International Energy Conservation Code	https://codes.iccsafe.org/public/document/toc/286/
Solar Panel Cost Calculator	https://www.solar-estimate.org/solar-panel-calculators
Wholesale Solar's Off Grid Calculator	https://www.wholesalesolar.com/solar-information/start-here/offgrid-calculator
Ameren Energy Efficiency Programs	https://www.ameren.com/missouri/energy-efficiency
Bipartisan Budget Act of 2018 Energy Investment Tax Credit Summary	http://programs.dsireusa.org/system/program/detail/658
PACE Funding Opportunities for University City Properties	http://www.mo-esp.com/ https://www.mced.mo.gov/ http://www.showmepace.org/

2.1.2
Wind

Power

Wind power is the ability to make electricity using the air flows that occur naturally in the Earth's atmosphere.

Required:

- Not required.

Incentives:

- The Bipartisan Budget Act of 2018 extended the federal tax credit for renewable energy, and federal tax credits are available for wind power. Please see the Bipartisan Budget Act of 2018 for information on renewable tax credits.
- Property Assessed Clean Energy (PACE) funding is available for energy efficiency and renewable energy projects to eligible property owners.

Resources:



Wind Power Cost and Efficiency Calculators	http://www.energygroove.net/energy-cost/wind-turbine-calculator/ http://www.energyefficientchoices.com/resources/wind-power-system-sizing-calculator.html
PACE Funding Opportunities for University City Properties	http://www.mo-esp.com/ https://www.mced.mo.gov/ http://www.showmepace.org/
Bipartisan Budget Act of 2018 Energy Investment Tax Credit Summary	http://programs.dsireusa.org/system/program/detail/658

2.1.3 Geothermal Power/Heating and Cooling

Geothermal power is the ability to make electricity using heat from underneath the surface of the Earth. Heat pumps use the fact that a few feet below the surface, the ground is a constant temperature year round. Heat pumps allow the release of heat to the earth from a building in the summer and absorption of heat in the winter.

Required:

- Not required.

Incentives:

- Ameren Missouri program offers cash incentives for virtually any cost-effective energy efficiency project.
- The Bipartisan Budget Act of 2018 extended the federal tax credit for renewable energy, and federal tax credits are available for geothermal power. Please see the Bipartisan Budget Act of 2018 for information on renewable tax credits.
- Property Assessed Clean Energy (PACE) funding is available for energy efficiency and renewable energy projects to eligible property owners.

Resources:



Clean Energy Emission Reduction(CLEER) Tool	https://www.cleertool.org/
Ameren Energy Efficiency Programs	https://www.ameren.com/missouri/energy-efficiency
PACE Funding Opportunities for University City Properties	http://www.mo-esp.com/ https://www.mced.mo.gov/ http://www.showmepace.org/
Bipartisan Budget Act of 2018 Energy Investment Tax Credit Summary	http://programs.dsireusa.org/system/program/detail/658

2.2 Energy Efficiency (per 2012 IECC)

University City has committed to complying with the International Energy Conservation Code (IECC) of 2012, which details multiple strategies for increasing energy efficiency for any building.

Required:

- This is a required practice. As University City has adopted the 2012 IECC, projects must be energy efficient per the 2012 IECC.

Incentives:

- Ameren Missouri program offers cash incentives for virtually any cost-effective energy efficiency project.
- Spire offers rebates for energy efficiency measures as well as Energy audits.
- Property Assessed Clean Energy (PACE) funding is available for energy efficiency and renewable energy projects to eligible property owners.
- The Energy Efficient Home Credit is a federal tax credit extended by the Bipartisan Budget Act of 2018, and is used to claim a credit for each qualified energy efficient home sold or leased to another person.

Resources:



Clean Energy Emission Reduction(CLEER) Tool	https://www.cleertool.org/
Ameren Energy Efficiency Programs	https://www.ameren.com/missouri/energy-efficiency
Spire Rebates and Offers	https://www.spireenergy.com/rebates-offers
PACE Funding Opportunities for University City Properties	http://www.mo-esp.com/ https://www.mced.mo.gov/ http://www.showmepace.org/
Energy Efficient Home Credit	https://www.irs.gov/forms-pubs/form-8908-energy-efficient-home-credit

2.2.1 Efficient Building Envelope

An efficient building thermal envelope (assuming all other thermal insulation/conductance issues are satisfied) is one that has the fewest gaps possible through which air can flow. To minimize the amount of gaps, builders may install insulation, sealed duct shafts, air sealing between a garage and conditioned spaces, and more. The 2012 IECC (Residential only) has a checklist called Table R402.4.1.1 “Air Barrier and Insulation Installation” that provides information on this aspect of an efficient building thermal envelope.

Required:

- Building envelopes must be energy efficient per the 2012 IECC.

Incentives

- Ameren Missouri program offers cash incentives for virtually any cost-effective energy efficiency project.
- Spire offers rebates for energy audits.
- Property Assessed Clean Energy (PACE) funding is available for energy efficiency and renewable energy projects to eligible property owners.

Resources:



Cost of Metal Building Insulation Calculator	https://www.remodelingexpense.com/costs/cost-metal-building-insulation/
Cost to Install Wall Insulation Calculator	https://www.homewyse.com/services/cost_to_install_wall_insulation.html
Ameren Energy Efficiency Programs	https://www.ameren.com/missouri/energy-efficiency
Spire Rebates and Offers	https://www.spireenergy.com/rebates-offers
PACE Funding Opportunities for University City Properties	http://www.mo-esp.com/ https://www.mced.mo.gov/ http://www.showmepace.org/

2.2.2 Energy-Efficient Lighting Strategies

Efficient lighting is to use as little energy as possible in order to adequately light a space. Strategies such as replacing existing lighting bulbs to LED and using energy-efficient windows that allow for more natural light will increase the efficiency of lighting practices in a business or residency.

Required:

- Lighting must be energy efficient per the 2012 IECC.

Incentives:

- Ameren Missouri offers a wide range of incentives and rebates related to replacements of interior lighting.

Resources:

Electricity Usage of a CFL Light Bulb Calculator	http://energyusecalculator.com/electricity_cflightbulb.htm
Lightbulb Energy Savings Calculator	https://www.bulbs.com/learning/energycalc.aspx
Ameren Energy Efficiency Programs	https://www.ameren.com/missouri/energy-efficiency

2.3 Energy Efficiency (exceeding 2012 IECC)



The minimum requirements by University City for new developments or major renovations is to follow the 2012 IECC, but by exceeding the requirements outlined by the 2012 IECC, projects can earn incentives that help reduce costs, streamline permitting applications, and more.

NOTE: There is a federal energy efficiency credit for household contractors!

The Energy Efficient Home Credit is a federal tax credit extended by the Bipartisan Budget Act of 2018, and is used to claim a credit for each qualified energy efficient home sold or leased to another person.

2.3.1 Energy-Efficient HVAC

HVAC units are one of the most energy-intensive systems in a building. Retrofitting existing HVAC systems to more efficient units could drastically improve energy efficiency in a conditioned space. Please see the International Mechanical Code of 2012 (adopted by University City) for regulations of HVAC systems.

Required:

- HVAC must be energy efficient per the 2012 IECC.

Incentives:

- The Energy Efficient Home Credit is a federal tax credit extended by the Bipartisan Budget Act of 2018, and is used to claim a credit for each qualified energy efficient home sold or leased to another person.
- Ameren offers multiple incentives for HVAC equipment, ranging from refrigeration, electric water heating, and steam cookers.
- Spire offers rebates ranging from saving \$500 on HVAC system and components to saving \$15,000 on boiler heating systems and components.

Resources:

Energy- and Cost-Savings Calculators for Energy-Efficient Products	https://www.energy.gov/eere/femp/energy-and-cost-savings-calculators-energy-efficient-products
Ameren Energy Efficiency Programs	https://www.ameren.com/missouri/energy-efficiency
Spire Rebates and Offers	https://www.spireenergy.com/rebates-offers
Energy Efficient Home Credit	https://www.irs.gov/forms-pubs/form-8908-energy-efficient-home-credit

2.3.2 Cool Roofs

A cool roof is a roof that has been designed in such a way as to reflect more sunlight and absorb less heat than a standard roof. Cool roofs can be made of a highly reflective type of material, a sheet covering, or highly reflective tiles and shingles. Cool roofs are instrumental in reducing the heat island effect in urban communities.



Required:

- Not required.

Incentives:

- Ameren offers custom rebates for any energy saving measures at the commercial level, and these incentives may include cool roofs.
- Spire offers rebates for measures taken that reduce the heating load.

Resources:

Oak Ridge National Laboratory Roof Savings Calculators	https://web.ornl.gov/sci/buildings/tools/cool-roof/ https://rsc.ornl.gov/
Ameren Energy Efficiency Programs	https://www.ameren.com/missouri/energy-efficiency
Spire Rebates and Offers	https://www.spireenergy.com/rebates-offers

2.4 Monitoring/Commissioning

University City recommends that all projects maintain a suitable monitoring/commissioning process to ensure the development is meeting the design, whether systems are installed and operating correctly, and whether the development meets the requirements laid out before construction.

Required:

- Not required.

Incentives:

- Spire offers rebates for savings up to \$750 on energy audits.
- Ameren Missouri custom incentives may apply for commissioning or installing building controls.

Resources:

Building Commissioning Guide	https://www.gsa.gov/real-estate/design-construction/commissioning/commissioning-program
U.S. Green Building Council – Missouri Gateway Chapter Benchmarking Case Studies	http://www.usgbc-mogateway.org/betterbuildingsst/
Energy Star – Benchmarking Guide	https://www.energystar.gov/buildings/about-us/how-can-we-help-you/benchmark-energy-use/benchmarking
Ameren Energy Efficiency Programs	https://www.ameren.com/missouri/energy-efficiency
Spire Rebates and Offers	https://www.spireenergy.com/rebates-offers

2.5 Electric Car Solutions



An electric vehicle charging station is an element in an infrastructure that supplies electric energy to recharge electric vehicles, and is similar to charging a handheld device. There are three different levels of car charging stations that vary in how long it takes to recharge an electric vehicle and some electric vehicles may not be able to recharge at all three. Electric vehicle charging stations could make a sponsoring business more attractive to electric vehicle users as electric vehicle sales continue to climb.

Required:

- Not required.

Incentives:

- Not Available.

Resources:

Vehicle and Infrastructure Cash-Flow Evaluation Model	https://www.afdc.energy.gov/vice_model/
St Louis Regional Clean Cities	http://stlcleancities.org/index.php/about-us/



3. TRANSIT ORIENTED DEVELOPMENT (TOD)

3.1 Integrated Transit

Integrated transit aims to develop roads that promote public and pedestrian transportation by eliminating dependence on private vehicles for an area and instead make a pedestrian-oriented and public-use vehicle community.

Required:

- Not required.

Incentives:

- Businesses located within five hundred (500) feet of a public transit station or stop will have their off-street parking requirements reduced by ten percent (10%). The Loop Trolley stops and stations shall not be included. See Section 400.2130 of the municipal code for more details.
- In Planned Development Districts: Site coverage bonus: The Plan Commission may recommend and the City Council may approve an increase in maximum site coverage from seventy percent (70%) up to ninety percent (90%). In order to qualify for this bonus, the development plan must demonstrate compliance with four (4) or more of the performance criteria. Please see Section 400.780 – Density and Dimensional Regulations and Performance Standards – of the municipal code for more details.

Resources:

St. Louis County Policy Brief: Transportation	https://www.stlouisco.com/Portals/8/docs/document%20library/planning/strategicplan2013/Transportation%20Final.pdf
University City Municipal Code section 400.2130	https://www.ecode360.com/28294464
University City Municipal Code section 400.780	https://www.ecode360.com/28293321

3.2 Bicycle and Pedestrian Access and Amenities

A bicycle and pedestrian access and amenities plan attempts to encourage bicycle users to make stops at businesses with bicycle storage and changing facilities as well as bike sharing sponsorships. University City is committed to assisting bicycle users and has incentivized businesses that plan for bicycle storage and changing facilities.



3.2.1 Bike Storage and Changing Facilities

Bicycle parking, storage, and changing rooms are important ways to provide convenience and security for cyclists at businesses and other destinations.

Required:

- Bicycle racks shall be provided in accordance with tables listed in Section 400.2145 of the municipal code.
- University City has Bicycle Rack Construction and Bicycle Rack Site requirements. See Section 400.2145 of the municipal code for information regarding these requirements.

Incentives:

- Not Available.

Resources:

Information and minor cost analysis of bike storage facilities	http://www.pedbikeinfo.org/planning/facilities_bike_bike_parking.cfm
University City Municipal Code section 400.2130	https://www.ecode360.com/28294464

3.3 Site Layout

Site layout plans are prepared by contractors as part of their mobilization activities before work on site commences. By taking a transit-oriented development approach to site layout, such as are the construction of separate-grade pedestrian and bicycle paths, businesses can benefit from increased traffic from pedestrians and public-use vehicles.

Required:

- Not required.

Incentives:

- In Planned Development Districts: Site coverage bonus: The Plan Commission may recommend and the City Council may approve an increase in maximum site coverage from seventy percent (70%) up to ninety percent (90%). In order to qualify for this bonus, the development plan must demonstrate compliance with four (4) or more of the performance criteria. Please see Section 400.780 – Density and Dimensional Regulations and Performance Standards – of the municipal code for more details.



Resources:

Designing Example of Transit-Oriented Development	https://www.cata.org/Portals/0/EasyDNNNews/CATA-TOD-Handbook-2nd-Edition.pdf
University City Municipal Code section 400.2130	https://www.ecode360.com/28294464
University City Municipal Code section 400.780	https://www.ecode360.com/28293321



4. MATERIALS

4.1 Construction/Demolition Waste Diversion (50%)

Construction and demolition waste diversion attempts to eliminate as much waste as possible during the construction phase or demolition phase of a project. Multiple outlets for recycling are in or nearby University City.

Required:

- Not required.

Incentives:

- Not Available

Resources:

LEEDv4 Construction and Demolition Waste Diversion Calculator	https://www.usgbc.org/resources/construction-and-demolition-waste-calculator
Concrete and Asphalt Recycling Facility Location	6515 Page Ave, St. Louis, MO 63133
Cardboard and Single Stream Recycling Location	975 Pennsylvania, University City, MO 63130
Metals Recycling Location	6540 Dr. Martin Luther King Dr., St. Louis, MO 63133
LEDR Construction and Demolition Recycling Facility Location	60 MB Corporate Park Ct, St Charles, MO 63301

4.2 Environmentally Preferable Building Materials

An environmentally preferable building material plan attempts to use sustainably sources materials during the construction phase of a project.

Required:

- Not required.

Incentives

- Not Available

Resources:

Green Building Materials Database	https://www.greenbuilt.org/resources/green-building-materials/
Product Information Search Engine	https://spot.ul.com/



4.3 Sustainable Maintenance Practices

After a project has been constructed, it is important to have sustainable maintenance practices as the building is occupied and being used. Below are some of the strategies available to commit to sustainable maintenance practices:

4.3.1 Waste Disposal and Recycling

Planning for efficient and effective waste disposal and recycling process can help a business or residency maintain cleanliness while also removing waste in a sustainable and appropriate manner. It is important to make sure infrastructure is in place prior to construction for efficient trash and recycling collection and disposal during construction and for the life of the development.

Required:

- Not required

Incentives:

- Not Available

Resources:

Managing and Reducing Wastes: A Guide for Commercial Buildings	https://www.epa.gov/smm/managing-and-reducing-wastes-guide-commercial-buildings
University City Solid Waste	https://www.ucitymo.org/690/Trash-Recycling-Yardwaste-Leaf-Collectio

4.3.2 Low-Emitting Materials

Low-emitting materials help reduce the concentrations of chemical contaminants that can damage air quality, human health, productivity, and the environment. Reducing the amount of materials that emit volatile organic compounds keeps a business and the surrounding environment healthy.

Required:

- Not required

Incentives:

- Not Available

Resources:

Low Emitting Materials Calculator	https://www.usgbc.org/resources/low-emitting-materials-calculator
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4.3.3 Green Cleaning/Janitorial Supplies

A large part in keeping a healthy atmosphere for a business or residency is using sustainable and healthy cleaning and janitorial supplies.

Required:

- Not required

Incentives:

- Not Available

Resources:

Safer Choice Standard Supplies Database	https://www.epa.gov/saferchoice/products
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5. BIO-DIVERSITY

5.1 Preservation of Native Species

Preservation of native plant habitats is an important part of maintaining biodiversity. By selecting native plants when making landscaping decisions helps preserve native species that support functioning ecosystems and wildlife. Native plants are often superior to exotic plants in terms of stormwater management because they usually have deeper and more extensive root systems that prevent erosion and provide extra filtration. Since natives also require little to no fertilizer or chemical applications, both of which can harm stream ecosystems, they are also superior for improving water quality.

Required:

- Not specifically required; but may be used to satisfy post construction stormwater requirements. See section 1.2.

Incentives

- Allowance is made in the Municipal Code for height of native plants. See section 220.290.

Resources:

Invasive Species List for Missouri	https://www.invasive.org/species/list.cfm?id=52
Native Plants Database and Suppliers Directory	https://www.wildflower.org/collections/collection.php?collection=MO
Metropolitan St. Louis Sewer District (MSD) Landscape Guide for Stormwater Best Management Practice Design	https://www.stlmsd.com/sites/default/files/engineering/442680.PDF
University City Municipal Code Section 220.290	https://www.ecode360.com/28291021

5.2 Introduction of Native Species

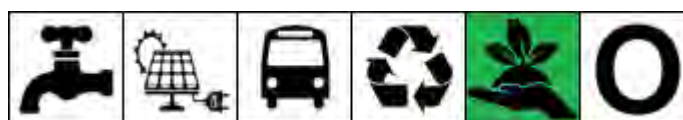
Native plants are typically easy to take care of because they have evolved in local soils and climates to be resistant to local diseases and pests, require significantly less fertilizer, supplemental watering, and pesticides. Introducing native plants to the surrounding environment helps reduce the costs that go into maintaining the surrounding environment.

Required:

- Not specifically required; but may be used to satisfy post construction stormwater requirements. See section 1.2.

Incentives

- Allowance is made in the Municipal Code for height of native plants. See section 220.290.



Resources:

Introduction to Planting Native Plants	http://www.plantnative.org/how_intro.htm
Forest ReLeaf of Missouri	http://moreleaf.org/about/mission-impact/
University City Municipal Code Section 220.290	https://www.ecode360.com/28291021
Metropolitan St. Louis Sewer District (MSD) Landscape Guide for Stormwater Management	https://www.stlmsd.com/sites/default/files/engineering/442680.PDF

5.2.1 Pollinator-friendly Plants

When making landscaping decisions on plants, it is very beneficial to the surrounding environment to use pollinator-friendly plants. Pollinators are vital to maintaining healthy ecosystems and are essential for plant reproduction, keeping commercial and residential gardens healthy and minimizing the cost of replacing plants.

Required:

- Not required

Incentives:

- Not Available

Resources:

Pollinator-friendly Plants Database and Resources	http://xerces.org/pollinators-south-central-region/
Missouri Botanical Garden List of Pollinator-friendly Plants	http://www.missouribotanicalgarden.org/gardens-gardening/your-garden/help-for-the-home-gardener/advice-tips-resources/visual-guides/native-plants-to-attract-bees.aspx

5.3 Wildlife-friendly Building Design

When in the designing phase of a project, it is important for the preservation of wildlife to design the building in a way that complements the surrounding ecosystem and wildlife. Designs such as bird-friendly windows and sites friendly to nests help minimize the impact on the surrounding wildlife.

Required:

- Not required

Incentives:

- Not Available

Resources:

Bird-friendly Windows

<https://abcbirds.org/get-involved/bird-smart-glass/>



6. OTHER

6.1 Tenant and Employee Education

Education of tenants and employees on sustainable practices is an integral part in making sure that maintenance facilities are being properly used and that sustainable actions are being taken appropriately. Things such as educational signage, meetings on sustainability and online modules are some effective ways of educating employees and tenants.

Required:

- Not required

Incentives:

- Not Available

Resources:

8 Great Ways to Increase Employee Engagement in Sustainability	https://www.cultivatingcapital.com/ways-increase-employee-engagement-sustainability/
5 Ways to Get the Sustainability Conversation Started in Your Facility	https://www.buildings.com/news/industry-news/articleid/21106/title/5-ways-to-get-the-sustainability-conversation-started-in-your-facility

6.2 Indoor Air Quality

Understanding and controlling common pollutants indoors can reduce the risk of indoor health concerns. Keeping buildings adequately ventilated, reducing volatile organic compounds, removing microbial contaminants, and source control are all strategies that can be used to improve indoor air quality in buildings.

Required:

- Not required

Incentives:

- Not Available

Resources:

Minimum Indoor Air Quality Performance Calculator	https://www.usgbc.org/resources/minimum-indoor-air-quality-performance-calculator
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6.3 Dark-Sky Friendly Lighting

Making outdoor lighting choices that minimize glare, unnecessary brightness, and shield the light source help reduce the harmful effects of light pollution and complement the dark sky. Making sustainable outdoor lighting choices also helps reduce the amount of energy used and increases energy efficiency.

Required:

- Not required

Incentives:

- Not Available

Resources:

Dark Sky-friendly Lighting Database	http://darksky.org/fsa/fsa-products/
Dark Sky Society Lighting Costs Calculator	http://www.darksksociety.org/lightcost/index.php





Council Agenda Item Cover

MEETING DATE: May 13, 2019

AGENDA ITEM TITLE: A Resolution approving a Right-of-Way Use Agreement and settlement with Level 3 Communications, LLC.

AGENDA SECTION: New Business--Resolutions

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

This Resolution authorizes the City Manager to execute a Right-of-Way Use Agreement and Settlement with Level 3 Communications, L.L.C. (Level 3) (Agreement).

Level 3 has requested consent from the City to use the City's rights-of-way to construct, install, maintain, and operate facilities for communications or related capabilities. The City and Level 3 have negotiated the Agreement to establish the terms of Level 3's use of the rights-of-way and to incorporate the provisions and definitions of the City's Right-of-Way Use Regulations in Municipal Code Chapter 505, Article III, and to settle their disputes regarding amounts claimed by the City for past use of the rights-of-way by Level 3.

The Agreement provides for a payment of \$500,000 from Level 3 to the City for Level 3's use of the rights-of-way through May 31, 2019. Thereafter, Level 3 will make monthly payments to the City based on the number of linear feet of its telecommunications facilities in the rights-of-way. The City expects to receive approximately \$12,430 annually from Level 3 for such use of the rights-of-way.

The City Council approved similar settlements in 2018:

1. Resolution 2018-13 (9/10/2018). Extenet Systems agreed to pay \$19,710 to the City for past use of the rights-of-way through August 31, 2018, and agreed to thereafter make monthly payments to the City based on the number of linear feet of its telecommunications facilities in the rights-of-way.
2. Ordinance No. 7080 (4/9/2018). MCImetro agreed to pay \$491,932 to the City for past use of the rights-of-way through March 31, 2018, and agreed to thereafter make monthly payments to the City based on the number of linear feet of its telecommunications facilities in the rights-of-way.
3. Ordinance No. 7081 (4/9/2018). XO Communications Services agreed to pay \$555,739 to the City for use of the rights-of-way through March 31, 2018, and agreed to thereafter make monthly payments to the City based on the number of linear feet of its telecommunications facilities in the rights-of-way.

Including Level 3, the total pursuant to the settlements to date for past use of the rights-of-way is now approximately \$1,567,381, and the City expects to receive at least \$145,000 annually for use of the rights-of-way going forward.

RECOMMENDATION:

The City Manager recommends approval.

ATTACHMENTS:

1. Right-of-Way Use Agreement and Settlement with Level 3 Communications, LLC.

RESOLUTION 2019 - 6

A RESOLUTION APPROVING A RIGHTS-OF-WAY USE AGREEMENT AND SETTLEMENT WITH LEVEL 3 COMMUNICATIONS, L.L.C.

WHEREAS, Level 3 Communications, L.L.C. (the “Licensee”) has requested consent from the City to authorize its use of the City’s Rights-of-Way to construct, install, maintain, and operate facilities for communications related capabilities; and

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

WHEREAS, the City and Licensee have negotiated a Rights-of-Way Use Agreement for Communications Facilities (“ROW Use Agreement”), to establish the terms of Licensee’s use of the Rights-of-Way and to incorporate the provisions and definitions of the City’s Code of Ordinances, particularly the City’s Rights-of-Way Code, Chapter 505, Article III; and

WHEREAS, the City and Licensee also desire to compromise, resolve, and settle their disputes regarding unpaid ROW compensation amounts due and payment obligations of Licensee asserted by the City, the provision of any prior agreements, and any tax credit or other credits Licensee claims as any offset to such amounts claimed owed for past use of the City’s Rights-of-Way by Licensee and its predecessor entities (the “Dispute”), and a settlement and release relating to that Dispute between the City and Licensee is contained within Licensee’s ROW Use Agreement; and

WHEREAS, the City Council now desires to authorize the City Manager to enter into the ROW Use Agreement with Level 3 Communications, L.L.C. on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized to execute the ROW Use Agreement between the City and Level 3 Communications, L.L.C. in substantially the form of Exhibit A, attached hereto and incorporated herein by reference, relating to compensation for, and conditions upon, Level 3 Communications, L.L.C.’s use of the City’s Rights-of-Way and resolution of the Dispute. The City Manager and designees are further authorized to take such additional action as may be necessary or contemplated pursuant to this Agreement or to carry out the intent of this Resolution.

ADOPTED THIS 13th DAY OF MAY, 2019.

By: _____
Terry Crow, Mayor

ATTEST:

LaRette Reese, City Clerk

Exhibit A

Level 3 Communications, L.L.C. ROW Use Agreement

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

THIS RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES (“Agreement”) is made and entered into as of the Effective Date (as defined in Section 11.1), by and between, Level 3 Communications, L.L.C., a Delaware limited liability company registered to do business in Missouri (the “Licensee”), and the City of University City, Missouri, a municipality of the State of Missouri (the “City”). Licensee and City may sometimes be referred to in this Agreement individually as a “Party” or collectively as the “Parties.”

WHEREAS, Licensee has requested consent from the City to authorize its use of the City’s Rights-of-Way to construct, install, maintain, and operate facilities for communications or related capabilities; and

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

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

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

WHEREAS, the City and Licensee also desire to compromise, resolve, and settle their disputes regarding unpaid ROW compensation amounts due and payment obligations of Licensee asserted by the City, the provision of any prior agreements, and any tax credit or other credits Licensee claims as any offset to such amounts claimed owed for past use of the City’s Rights-of-Way by Licensee and its predecessor entities (the “Dispute”), and a settlement and release relating to that Dispute between the City and Licensee is contained within Licensee’s ROW Use Agreement; and

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

SECTION 1. GENERAL

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

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

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

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

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

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

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

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

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

2.3 Grant. Subject to the terms and conditions of this Agreement, the ROW Code, and the conditions set forth on Exhibit A attached hereto and incorporated by reference into this Agreement, Licensee is hereby granted the nonexclusive right and privilege to construct, operate, and maintain Facilities in, through, over, above, and along the City's Rights-of-Way for the purposes of supplying **Communications Service** within the City, subject, however, to the terms and conditions herein set forth within this Agreement and the Code and all such special conditions as may be set forth in Exhibit A. Licensee agrees that this Rights-of-Way Use Agreement shall supersede any existing franchise or other rights-of-way use agreement between the Licensee and the City, if any. As a condition of this grant, Licensee is required to obtain and maintain any permit, license certification, grant, registration or any other authorization lawfully required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission, or the Missouri Public Service Commission. Licensee shall not have the right to install wireless antennae or antennae support structures in the ROW pursuant to this Agreement, nor provide services not authorized herein, except as provided in Exhibit A, or such subsequent amendment as may be approved thereto. The size, location, and specifications of the underground and above-ground Facilities are subject to prior City approval and consent. In the event that the use of the Rights-of-Way is proposed to change or Licensee desires to provide services other than as described herein, Licensee shall be required to seek amendment hereto prior to commencing such service or changed use.

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

2.5 No Interference. Licensee shall construct and maintain its Facilities to be so located, constructed, and maintained as to avoid interference with the proper use of all Rights-of-

Ways and so as not to materially or without authority interfere with other users of the Rights-of-Way. Except as may otherwise be provided, the Licensee shall reasonably notify all residents and properties materially affected by the proposed work prior to commencement of such work. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with generally accepted industry standards and all standard specifications, drawings, and procedures required or approved by the City.

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

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

SECTION 3. TERM, COMPENSATION, AND SETTLEMENT

3.1 Term. This Agreement shall be effective for a term commencing April 1, 2019 for **two (2) years**, and subject to earlier termination or forfeiture as provided for elsewhere in this Agreement.

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

- a. Linear Foot Fee: a monthly payment of \$.165 per linear foot of Facilities located in the Right-of-Way, for an annual amount of one dollar and ninety-eight cents (\$1.98) per linear foot of Facilities in the Right-of-Way; and

provided that all Right-of-Way Users shall be entitled to a credit against the User Fee due hereunder equal to the payment(s) from such Right-of-Way User in accordance with Section 67.1846 RSMo.; provided, however, such credit cannot exceed the amount due under this subsection and may not be carried forward or back to any other time period and a credit shall not apply to any taxes paid under protest or otherwise paid with qualification unless so required by

law. User Fee adjustments during the term of this Agreement shall not increase by more than two percent (2%) per year aggregate over the term (or annually thereafter if the term is extended without a change in this provision) upon designation by the Governing Body with at least 30 days' written notice and adjusted no more than once annually.

Licensee states that it currently has 6,278 linear feet of Facilities and 0 antennas installed in City Rights-of-Way ("Existing Facilities"). Licensee intends pursuant to this Agreement to add an additional approximately 0 linear feet of underground Facilities and 0 antennas within the City ROW for the purposes authorized herein, as depicted on Exhibit B attached hereto and incorporated herein. The actual authorized installation shall be limited to that which has received approved permits from the City and the User Fee shall be paid based on the sum of the actual linear foot of Facilities installed and any additional linear foot approved by permit for installation. All User Fees shall be due and payable every month of each calendar year within thirty (30) days of each such month. Each User Fee payment shall be accompanied by a statement, signed as true, which may be sent electronically in advance of payment, stating the greatest total linear feet of facilities located in the Rights-of-Way the preceding month, the total amount of antennas located in the Rights-of-Way, any credit taken for gross receipt taxes or business license fees paid to the City, and the payment of the User Fee made. If any fee statement is determined to understate the User Fee owed, then such additional amount owed shall be made with a corrected statement, including interest on said amount as provided herein. Any payments due to the City hereunder and not paid at the due date shall bear interest at the rate of one and one-half percent (1.5%) per month, unless such other maximum rate is established by law. On an annual basis by January 31, Licensee shall submit an affidavit certifying as true each statement submitted for the previous twelve (12) months, including the statement for the immediately preceding December. If any statement for the previous twelve (12) months was incorrect, a corrected statement shall be submitted with the affidavit. If an incorrect fee statement understated the User Fee owed, then such additional amount owed, including with interest on said amount as provided herein, shall be submitted with the affidavit. Licensee's credit to the User Fee as authorized above shall be calculated based upon gross receipt taxes paid and attributable to gross receipts received for the same months in which the User Fee is attributable. The User Fee required in this Section shall be paid by Licensee as required herein without offset, credit, refund, or deduction except for such credit as is expressly provided for above for gross receipts taxes paid. Licensee may make the User Fee and eligible tax payment that is subject to credit above all as a single combined payment or in separate payments, and may also send a combined statement or separate monthly statements meeting the applicable requirements.

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

3.4 Settlement Payment and Release For Past Right-of-Way User Fees. Licensee will pay to the City on or before May 31, 2019, the non-refundable amount of \$500,000 as payment ("Settlement Payment") in full for its and its predecessor entities' use of the Rights-of-Way up to and including March 31, 2019. Licensee's agreement to make this payment and City's agreement

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

SECTION 4. TAXES

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

SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES

5.1 Transfer of Agreement. Unless otherwise prohibited by law, Licensee shall not sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, without obtaining the City's prior consent, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing sentence, Licensee may sell, transfer, lease or assign this Agreement or its rights under this Agreement, in whole or in part, with prior thirty

(30) days' written notice to the City if to: (a) any entity controlling, controlled by or under common control with Licensee; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership or this Agreement. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days prior written notice to the City.

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

5.3 Sale or Lease of Facilities. Except as otherwise may be provided by law, Licensee shall not lease, sell, sublet or otherwise transfer possession or control or use of the Facilities, or any portion thereof, for any purpose to any person that has not obtained a duly issued Agreement, or other grant by the City to use the Rights-of-Way and which includes the authority to use or maintain such leased or transferred Facilities. Notwithstanding the foregoing, Licensee may use and maintain Licensee's installed Facilities for the benefit of its customers of its Communications Services provided that any such customer shall have no right of physical access to the Facilities in the ROW without a separate agreement with the City.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.

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

exist at law. All remedies described in this Section are cumulative and in addition to any other rights and remedies to which City may be entitled at law, in equity or under this Agreement.

SECTION 7. GENERAL CONDITIONS

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

7.2 Insurance. In addition to the requirements of Section 505.220 of the ROW Code, except as may be prohibited by law, Licensee shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Licensee, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Licensee, its officers, directors, employees and agents, or any subcontractors of Licensee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Licensee operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least \$2,804,046, but in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo., or its successor, for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days' advance written notice of such event being given to the City Clerk. The City's additional insured coverage shall have no deductible. **The insurance requirements in this Section or otherwise shall not apply to Licensee to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City poles or other facilities.**

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

provided that this exemption shall not apply if Licensee uses or obtains the right to use any City poles or other facilities. Licensee shall also be responsible for maintenance of its Facilities and any and all damage caused to the Rights-of-Way, equipment within the Rights-of-Way or otherwise by Licensee's use of the Rights-of-Way.

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

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

7.6 Relocation or Removal of Facilities.

7.6.1 In addition to the requirements of Section 505.220 of the ROW Code, the City may in its exercise of the public interest require that Licensee, at Licensee's sole cost and expense, relocate, adjust, or reinstall any of its Licensee's Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of Facilities to be relocated and a reasonable time to relocate such Facilities. Licensee shall forthwith remove, adjust, or relocate such Facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Facilities shall be the exclusive obligation of said Licensee without expense to the City. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities and the Licensee and its surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate its Facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.6.2 Licensee shall upon request of any person other than the City requesting relocation of Facilities and holding a validly issued building or moving permit and within a reasonable period as may be established by the City, temporarily raise, lower, adjust, or relocate its Facilities as may be reasonably necessary for such permit-holder to exercise its rights under the permit. Except where good cause is approved by the City, a permit-holder must make its request at least fourteen (14) days prior to the date it intends to exercise its rights under the permit. If applicable, Licensee will, within seven (7) days of its receipt of such a request, deliver to the permit-holder an invoice for the services. However, Licensee will not be required to honor any such request unless and until the permit-holder makes payment in advance for any expenses incurred by said Licensee pursuant to said person's request. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities and the Licensee and its surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate its facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not

under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.7 No Cause of Action Against the City. The Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Agreement, or because of the enforcement thereof by said City, or for the failure of the City to have the authority to grant, all, or any part, of the rights herein granted; provided that said Licensee expressly acknowledges that it accepted the rights herein granted under this Agreement in reliance upon its independent and personal investigation and understanding of the power or authority of the City to enter into the Agreement herein with Licensee; provided further that the Licensee acknowledges by its acceptance of said Agreement that it has not been induced to enter into this Agreement upon any understanding, or promise, whether given verbally or in writing by or on behalf of any Party, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Agreement. Nothing herein shall be deemed to waive the City's sovereign immunity.

SECTION 8. INDEMNIFICATION

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

SECTION 9. NOTICE

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

If Notice to Licensee:

Level 3 Communications, L.L.C.

If Notice to City:

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

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

SECTION 10. MISCELLANEOUS

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

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

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

strictly enforce any term, right or condition of this Agreement constitutes a general waiver or relinquishment of the term, right or condition.

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

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

SECTION 11. EFFECTIVE DATE AND ACCEPTANCE

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

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

**CITY OF UNIVERSITY CITY,
MISSOURI**

LEVEL 3 COMMUNICATIONS, L.L.C.

Gregory Rose, City Manager

By: 

Date: _____

Print Name: **Steven C. Gordon**
Senior Director

Title: _____

ATTEST:

Date: 5/9/2019

LaRette Reese, City Clerk

(CORPORATE SEAL)

STATE OF Colorado)
) ss.
COUNTY OF Broomfield)

The forgoing instrument was acknowledged before me this May 9th, ²⁰¹⁹~~2018~~,
by Danett Kennedy, on behalf of Level 3 Communications, L.L.C. This person is personally
known to me or has produced _____ as identification.

Tina Shoemaker
(Signature of Notary taking Acknowledgment)

Notary Public, State of Colorado

My Commission Expires: June 18, 2022

TINA BETH SHOEMAKER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144024290
MY COMMISSION EXPIRES JUNE 18, 2022

EXHIBIT A

SPECIAL CONDITIONS

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

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

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

- Does not grant any rights or remedies as against the City and any such rights or remedies are limited to those as may be granted herein to be directly exercised by Licensee.

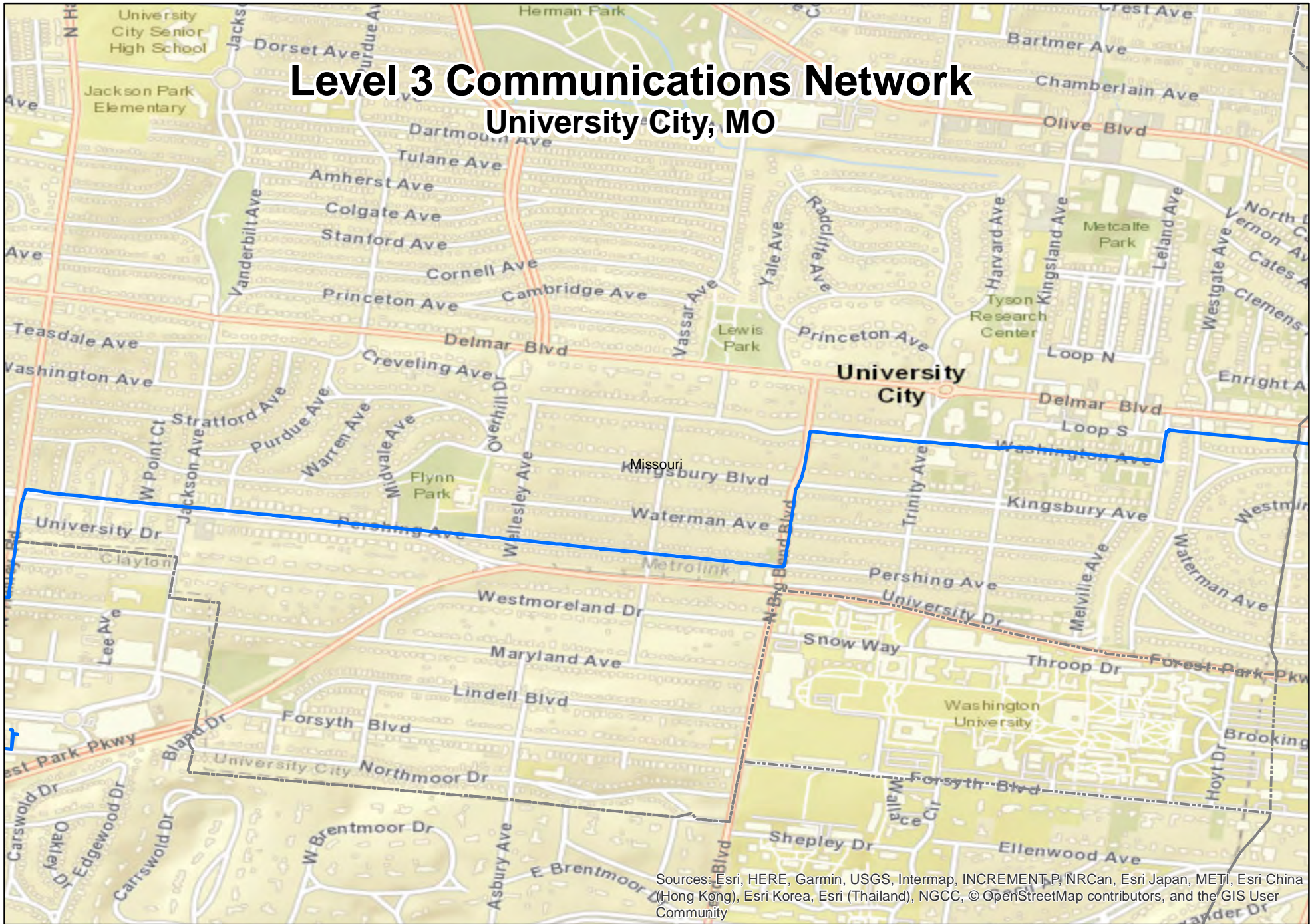
5. Wireless Facility Locations or Facilities approved: None.

6. **Agreement Does Not Prejudice Ongoing Disputes.** The Parties agree that this Agreement does not waive or prejudice any arguments or positions that the City or Licensee have or may have in the future regarding the authority of the City (or any other Missouri municipality) to: (i) impose or enforce a franchise or right-of-way agreement on a telecommunications provider; (ii) charge a fee based upon the linear foot of cable or conduit in the right-of-way; or (iii) enforce code compliance as to Licensee pursuant to the City's ROW Code or other ordinances or laws. Without limitation, the parties acknowledge that to the extent a final, unappealable decision in *City of Aurora, Missouri, et al. v. Spectra Communications Group, LLC d/b/a CenturyLink, et al.*, Case No. SC96276, (the "Aurora Decision") upon which a mandate has been issued, makes any obligation or right under this Agreement unenforceable, or otherwise alters any such obligation or right, the Parties may seek to enforce or clarify such obligations or rights, provided nothing in this paragraph shall be deemed alter the release and Settlement Payment set forth in paragraph 3.4.

EXHIBIT B

[Map of Level 3 Communications, L.L.C.'s Fiber Network]

Level 3 Communications Network University City, MO



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

Note that the locations of Facilities shown on this drawing is only approximate and Level 3 hereby disclaims any responsibility to third parties for the accuracy of this information. Person working in the area covered by these drawings must contact the statewide Call-Before-You-Dig System to ascertain the location of underground facilities prior to performing any excavation. This map shows the Level 3 network within the municipal boundaries whether on public or private Right-of-Way. Level 3 Data is Confidential and Proprietary.



Council Agenda Item Cover

MEETING DATE: May 13, 2019

AGENDA ITEM TITLE: Zoning Code Text Amendment - Zoning Code Sections 400.030, 400.510, 400.570, 400.620, 400.630 and adding Division 15 to Article V of Chapter 400 Relating to Medical Marijuana.

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The following proposed amendments to the University City Zoning Code were reviewed by the Planning Commission along with City Staff. The Plan Commission reviewed the changes and made comments during their regularly scheduled meeting on April 24, 2019 at the Heman Park Community Center. The proposed revisions are intended to be a proposed solution to allow for the appropriate siting of these facilities without negatively impacting the neighboring properties and land uses.

This agenda item requires a public hearing at the City Council level and passage of an ordinance. The first reading and introduction of the bill should take place on May 13, 2019. The Public Hearing and second and third readings, along with the passage of the ordinance, could occur at the subsequent May 28, 2019 meeting.

RECOMMENDATION:

City Manager recommends that the City Council approve an amendment to the Municipal Code to reflect the aforementioned changes related to Medical Marijuana.

Attachments:

- 1: Transmittal Letter from Plan Commission
- 2: Memo from Planning and Development
- 3: Draft Ordinance



Plan Commission

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

May 6, 2019

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

- a. RE: Zoning Code Text Zoning Code Text Amendment - Zoning Code Sections 400.030, 400.510, 400.570, 400.620, 400.630 and adding Division 15 to Article V of chapter 400 Relating to Medical Marijuana.

Dear Ms. Reese,

At its regular meeting on April 24, 2019 at 6:30 pm in the Heman Park Community Center, 975 Pennsylvania Avenue, University City, Missouri, 63130, the Plan Commission reviewed proposed changes to Chapter 400 Sections 400.030, 400.510, 400.570, 400.620, 400.630 and adding Division 15 to Article V of chapter 400 relating to Medical Marijuana.

By a vote of 5 to 0, the Plan Commission recommended approval of the proposed text amendment to Chapter 400 Sections 400.030, 400.510, 400.570, 400.620, 400.630 and adding Division 15 to Article V of chapter 400 relating to Medical Marijuana.

Sincerely,

A handwritten signature in black ink that reads "Cirri Moran". The signature is fluid and cursive, with a large loop at the end.

Cirri Moran, Chairperson
University City Plan Commission



Department of Planning and Development

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

M E M O R A N D U M

TO: Gregory Rose, City Manager
FROM: Clifford Cross, Planning Director
DATE: May 6, 2019
SUBJECT: Medical Marijuana

CC: John Mulligan, City Attorney

At the upcoming City Council meeting, members will consider a bill introducing a text amendment to the zoning code pertaining to the establishment and operation of medical marijuana facilities within the municipal boundaries of University City. Although, the Missouri Department of Health and Senior Services will have stringent regulations pertaining to these establishments, individual municipalities will have the ability to additionally regulate facility locations. As a result, staff will be presenting a text amendment that will regulate the four types of medical marijuana uses which include 1) cultivation centers, 2) manufacturing facilities, 3) testing facilities and 4) dispensaries.

This code revision is a proposed solution to allow for the appropriate siting of these facilities without negatively impacting the neighboring properties and land uses. Furthermore, the regulations will establish siting guidelines that will be referenced to verify that these facilities will be in compliance with local zoning codes as part of the state application process. The proposed amendments were presented to the Planning Commission on April 24, 2019 and was recommended for approval by a 5-0 vote. The proposed amendments are as follows;

Summary of Amendment #1. The first amendment to Chapter 400 will define the 4 primary types of facilities that will be regulated and consistent with the definitions pertaining to state regulations. This will add the new definitions to Chapter 400, Article II, Section 400.030 "Definitions".

MEDICAL MARIJUANA CULTIVATION FACILITY

A facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, or a Medical Marijuana Infused Products Manufacturing Facility.

MEDICAL MARIJUANA DISPENSARY FACILITY

A facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana to a Qualifying Patient, a Primary caregiver, another licensed Dispensary Facility, a licensed Testing Facility, or a licensed Manufacturing Facility.

MEDICAL MARIJUANA INFUSED PRODUCTS MANUFACTURING FACILITY

A facility licensed by the State of Missouri to acquire, store, manufacture, transport, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or to another Medical Marijuana-Infused Products Manufacturing Facility.

MEDICAL MARIJUANA TESTING FACILITY

A facility certified by the State of Missouri to acquire, test, certify, and transport marijuana.

Summary of Amendment #2. The second amendment to Chapter 400 will require that the four uses must obtain a conditional use permit to operate within the General Commercial Zoning District.

Chapter 400, Article IV, Division 7, Section 400.510 "Conditional Uses" is hereby amended by adding the following to subsection "A" and leaving all other provisions of Section 400.510 unaltered:

31. Medical Marijuana Cultivation Facility
32. Medical Marijuana Dispensary Facility
33. Medical Marijuana Infused Products Manufacturing Facility
34. Medical Marijuana Testing Facility

Summary of Amendment #3. The third amendment to Chapter 400 will require that the medical marijuana dispensary obtain a conditional use permit to operate within the Core Commercial Zoning District. This will also prohibit the cultivation, testing and manufacturing facilities from the CC district.

Chapter 400, Article IV, Division 8, Section 400.570 "Conditional Uses" is hereby amended by adding the following to subsection "A" and leaving all other provisions of Section 400.570 unaltered:

11. Medical Marijuana Dispensary Facility

Summary of Amendment #4. The fourth amendment to Chapter 400 will permit the medical marijuana dispensary by right within the Industrial Commercial District.

Chapter 400, Article IV, Division 9, Section 400.620 "Permitted Uses" is hereby amended by adding the following to subsection "A" and leaving all other provisions of Section 400.620 unaltered:

27. Medical Marijuana Dispensary Facility

Summary of Amendment #5. The fifth amendment to Chapter 400 will require medical marijuana cultivation, testing and manufacturing facilities to obtain a conditional use permit to operate within the Industrial Commercial District.

Chapter 400, Article IV, Division 9, Section 400.630 “Conditional Uses” is hereby amended by adding the following to subsection “A” and leaving all other provisions of Section 400.630 unaltered:

- 26. Medical Marijuana Cultivation Facility
- 27. Medical Marijuana Infused Products Manufacturing Facility
- 28. Medical Marijuana Testing Facility

Summary of Amendment #6. The sixth amendment to Chapter 400 adds an additional Division to Article V (Supplementary Regulations) of the Zoning Code. It adds a newly created Division 15 which will include the following additional regulations to medical marijuana operations. These conditions set hours, distance from residences, churches, schools, etc.

Chapter 400, Article V (Supplementary Regulations) is hereby amended by adding the following Division 15 and leaving all other provisions of Article V unaltered:

Division 15 Medical Marijuana Regulations

Section 400.1495

A. Standards for Medical Marijuana Dispensary Facility

No building shall be constructed, altered, or used for a Medical Marijuana Dispensary without complying with the following regulations.

1. Buffer Requirement. No Medical Marijuana Dispensary shall be located within Five Hundred (500) feet of an existing elementary or secondary school, licensed child day care center, or church. Measurements shall be made in a straight line, without regard to intervening structures, from the nearest point on the exterior building wall of the school, child care center, or church, to the main public entrance of the medical marijuana business.
2. Residential Zoning Buffer Requirement. No Medical Marijuana Dispensary shall be located within One Hundred Fifty (150) feet of a residentially zoned district. Measurements shall be made in a straight line, without regard to intervening structures, from the main public entrance of the medical marijuana business to the nearest property line of the residentially zoned district.
3. Outdoor Operations or Storage Prohibited. All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.

4. Hours of Operation. All Medical Marijuana Dispensaries shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 P.M. and 8:00 A.M.
5. Display of License Required. The medical marijuana license issued by the State of Missouri shall be displayed in an open and conspicuous place on the premises.
6. Residential Dwelling Units Prohibited. No Medical Marijuana Dispensary shall be located in a building that contains a residence.
7. Ventilation Required. All medical marijuana businesses shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

B. Standards for Medical Marijuana Cultivation, Infused Manufacturing & Testing Facilities

No building shall be constructed, altered, or used for a Medical Marijuana Cultivation, Infused Manufacturing or Testing Facility without complying with the following regulations.

1. Buffer Requirement. No Medical Marijuana Cultivation, Infused Manufacturing or Testing Facility shall be located within One Thousand (1000) feet of an existing elementary or secondary school, licensed child day care center, or church. Measurements between the facility and the school, daycare, or church shall be measured from the property line of the facility to the closest point of the property line of the school, daycare, or church. Measurements shall be made along the shortest path between the demarcation points that can be traveled by foot.
2. Residential Zoning Buffer Requirement. No Medical Marijuana Cultivation, Infused Manufacturing or Testing Facility shall be located within One Thousand (1000) feet of a residentially zoned district. Measurements between the facility and the residentially zoned district shall be measured from the property line of the facility to the closest point of the property line of the residentially zoned district. Measurements shall be made along the shortest path between the demarcation points that can be traveled by foot.
3. Outdoor Operations or Storage Prohibited. All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.
4. Hours of Operation. All Medical Marijuana Cultivation, Infused Manufacturing or Testing Facilities shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 P.M. and 8:00 A.M.

5. Display of License Required. The medical marijuana license issued by the State of Missouri shall be displayed in an open and conspicuous place on the premises.
6. Residential Dwelling Units Prohibited. No Medical Marijuana Cultivation, Infused Manufacturing or Testing Facility shall be located in a building that contains a residence.
7. Ventilation Required. All medical marijuana businesses shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

INTRODUCED BY: _____

DATE: _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 400 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, RELATING TO ZONING, BY AMENDING SECTIONS 400.030; 400.510; 400.570; 400.620; 400.630 AND ADDING DIVISION 15 TO ARTICLE V OF CHAPTER 400 (ZONING CODE) THEREOF, RELATING TO MEDICAL MARIJUANA REGULATIONS; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY.

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

WHEREAS, Chapter 400 (Zoning Code) of the Municipal Code of the City of University City, Missouri divides the City into several zoning districts and regulates the district regulations pertaining to allowed uses within the City's underlying zoning districts; and

WHEREAS, Article I, Section 400.010(A) of the Zoning Code of the City of University City, was adopted for the purpose of ensuring that the development of land within the City occurs in a manner that protects, provides for and promotes public health, safety, convenience, comfort, and general welfare of the residents of University City; and

WHEREAS, on November 6, 2018 the voters of the State of Missouri approved an amendment to Article XVI of the State Constitution establishing a Right to Access Medical Marijuana and allowing for the limited legal production, distribution, sale and purchase of marijuana for medical use; and

WHEREAS, the City desires to amend the University City Zoning Code to clarify the regulations regarding medical marijuana in accordance with the purposes of the State Constitution; and

WHEREAS, the City desires to protect the public health and safety by establishing reasonable regulations on Medical Marijuana related businesses regarding noise, air quality, neighborhood safety, security, and other health and safety concerns; and

WHEREAS, the City Plan Commission in a meeting held at the Heman Park Community Center located at 975 Pennsylvania Avenue, University City, Missouri on April 24, 2019, at 6:30 pm recommended an amendment of Sections 400.030; 400.510; 400.570; 400.620; 400.630 and adding Division 15 To Article V of Chapter 400 (Zoning Code), and

WHEREAS, due notice of a public hearing to be held by the City Council in the 5th Floor City Council Chambers at City Hall at 6:30 pm, May 28, 2019, was duly published in the St. Louis Countian, a newspaper of general circulation within said City on May 10, 2019; and

WHEREAS, said public hearing was held at the time and place specified in said notice, and all suggestions or objections concerning said amendment of the Zoning Code were duly heard and considered by the City Council.

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

Section 1. Chapter 400, Article II, Section 400.030 “Definitions” is hereby amended by adding the following definitions and leaving all other provisions of Section 400.030 unaltered:

MEDICAL MARIJUANA CULTIVATION FACILITY

A facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, or a Medical Marijuana Infused Products Manufacturing Facility.

MEDICAL MARIJUANA DISPENSARY FACILITY

A facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana to a Qualifying Patient, a Primary caregiver, another licensed Dispensary Facility, a licensed Testing Facility, or a licensed Manufacturing Facility.

MEDICAL MARIJUANA INFUSED PRODUCTS MANUFACTURING FACILITY

A facility licensed by the State of Missouri to acquire, store, manufacture, transport, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or to another Medical Marijuana-Infused Products Manufacturing Facility.

MEDICAL MARIJUANA TESTING FACILITY

A facility certified by the State of Missouri to acquire, test, certify, and transport marijuana.

Section 2. Chapter 400, Article IV, Division 7, Section 400.510 “Conditional Uses” is hereby amended by adding the following to subsection “A” and leaving all other provisions of Section 400.510 unaltered:

31. Medical Marijuana Cultivation Facility
32. Medical Marijuana Dispensary Facility
33. Medical Marijuana Infused Products Manufacturing Facility
34. Medical Marijuana Testing Facility

Section 3. Chapter 400, Article IV, Division 8, Section 400.570 “Conditional Uses” is hereby amended by adding the following to subsection “A” and leaving all other provisions of Section 400.570 unaltered:

11. Medical Marijuana Dispensary Facility

Section 4. Chapter 400, Article IV, Division 9, Section 400.620 “Permitted Uses” is hereby amended by adding the following to subsection “A” and leaving all other provisions of Section 400.620 unaltered:

27. Medical Marijuana Dispensary Facility

Section 5. Chapter 400, Article IV, Division 9, Section 400.630 “Conditional Uses” is hereby amended by adding the following to subsection “A” and leaving all other provisions of Section 400.630 unaltered:

26. Medical Marijuana Cultivation Facility

27. Medical Marijuana Infused Products Manufacturing Facility

28. Medical Marijuana Testing Facility

Section 6. Chapter 400, Article V (Supplementary Regulations) is hereby amended by adding the following Division 15 and leaving all other provisions of Article V unaltered:

Division 15 Medical Marijuana Regulations

Section 400.1495

A. Standards for Medical Marijuana Dispensary Facility

No building shall be constructed, altered, or used for a Medical Marijuana Dispensary without complying with the following regulations.

1. **Buffer Requirement.** No Medical Marijuana Dispensary shall be located within Five Hundred (500) feet of an existing elementary or secondary school, licensed child day care center, or church. Measurements shall be made in a straight line, without regard to intervening structures, from the nearest point on the exterior building wall of the school, child care center, or church, to the main public entrance of the medical marijuana business.
2. **Residential Zoning Buffer Requirement.** No Medical Marijuana Dispensary shall be located within One Hundred Fifty (150) feet of a residentially zoned district. Measurements shall be made in a straight line, without regard to intervening structures, from the main public entrance of the medical marijuana business to the nearest property line of the residentially zoned district.
3. **Outdoor Operations or Storage Prohibited.** All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.

4. Hours of Operation. All Medical Marijuana Dispensaries shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 P.M. and 8:00 A.M.
5. Display of License Required. The medical marijuana license issued by the State of Missouri shall be displayed in an open and conspicuous place on the premises.
6. Residential Dwelling Units Prohibited. No Medical Marijuana Dispensary shall be located in a building that contains a residence.
7. Ventilation Required. All medical marijuana businesses shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

B. Standards for Medical Marijuana Cultivation, Infused Manufacturing & Testing Facilities

No building shall be constructed, altered, or used for a Medical Marijuana Cultivation, Infused Manufacturing or Testing Facility without complying with the following regulations.

1. Buffer Requirement. No Medical Marijuana Cultivation, Infused Manufacturing or Testing Facility shall be located within One Thousand (1000) feet of an existing elementary or secondary school, licensed child day care center, or church. Measurements between the facility and the school, daycare, or church shall be measured from the property line of the facility to the closest point of the property line of the school, daycare, or church. Measurements shall be made along the shortest path between the demarcation points that can be traveled by foot.
2. Residential Zoning Buffer Requirement. No Medical Marijuana Cultivation, Infused Manufacturing or Testing Facility shall be located within One Thousand (1000) feet of a residentially zoned district. Measurements between the facility and the residentially zoned district shall be measured from the property line of the facility to the closest point of the property line of the residentially zoned district. Measurements shall be made along the shortest path between the demarcation points that can be traveled by foot.
3. Outdoor Operations or Storage Prohibited. All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.
4. Hours of Operation. All Medical Marijuana Cultivation, Infused Manufacturing or Testing Facilities shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 P.M. and 8:00 A.M.

5. Display of License Required. The medical marijuana license issued by the State of Missouri shall be displayed in an open and conspicuous place on the premises.
6. Residential Dwelling Units Prohibited. No Medical Marijuana Cultivation, Infused Manufacturing or Testing Facility shall be located in a building that contains a residence.
7. Ventilation Required. All medical marijuana businesses shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

Section 7. This ordinance shall not be construed to so as to relieve any person, firm or corporation from any penalty heretofore incurred by the violation of said Sections mentioned above, nor bar the prosecution for any such violation.

Section 8. Any person, firm or corporation violating any of the provisions of this ordinance, shall upon conviction thereof, be subject to the penalty provided in Title 1 Chapter 1.12.010 of the Municipal Code of the City of University City.

Section 9. This ordinance shall take effect and be in force from and after its passage as provided by law.

DRAFT

PASSED this _____ day of _____, _____.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Council Agenda Item Cover

MEETING DATE: May 13, 2019

AGENDA ITEM TITLE: 7300 Block of Forsyth Boulevard – Two Hour Parking

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

In October 2018, the Traffic Commission reviewed a petition to establish one hour parking in the 7300 block of Forsyth Boulevard Monday through Friday between the hours of 8 AM and 5 PM. The Commission voted to approve one-hour parking, but expressed no opposition to surveying residents on the north side of the 7300 block of Forsyth Boulevard regarding parking restrictions (the survey area is a section of Forsyth Blvd. extending from 7301 to 7331 Forsyth on the North side).

It has been documented that there is an ongoing problem with the demand of non-resident parking in the referenced section of Forsyth Blvd. from either all-day parking or days at a time. The area is directly in front of residences, adjacent to several businesses, and in close proximity to the downtown Clayton business area, and the Forsyth Metro Station.

Once the resident survey was completed city staff brought the results back to the Traffic Commission at the March 2019 meeting and at that time the commission voted to approve the request but revised its time restriction to two hour parking between the hours of 7am to 5 pm Monday through Friday. In arriving at their recommendation the Commission deliberated the results of the citizen survey and voice comments from the interested citizens, as well as, considered a reasonable duration for the parking of the patrons for the area businesses.

RECOMMENDATION:

City Manager recommends that the City Council approve an amendment to the Municipal Code to reflect the aforementioned parking change. This new parking restriction would fall under the University City Municipal Code section Table III-B; thus amending the Parking Restrictions; Two-Hour Parking Zones.

ATTACHMENTS:

1. Bill amending Schedule III-B Two-Hour Parking Zones
2. Staff Report – March 13, 2019 meeting
3. Minutes – October 10, 2018 meeting

INTRODUCED BY:

DATE:

BILL NO:

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SCHEDULE III, TABLE III-B
OF THE TRAFFIC CODE RELATING TO TWO-HOUR
PARKING ZONES.**

**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, Table III-B of the University City Municipal Code is hereby amended to add the north side of Forsyth Boulevard from the west side of Manhattan Avenue to the western edge of the property of 7331 Forsyth Boulevard as an area designated as a two-hour parking zone between 7 a.m. and 5 p.m. every day except Saturday and Sunday, as follows:

Traffic Schedules

Schedule III: Parking Restrictions

Table III-B Two- Hour Parking Zones

The following areas are "Parking Restrictions" and are regulated as set forth in section Schedule III of this Code:

G. Between 7:00 A.M. and 5:00 P.M. The following streets or parts of streets are designated as places where the parking of vehicles is restricted to a period of time of two (2) hours every day except Saturday and Sunday:

Forsyth Boulevard: On the north side thereof from the west side of Manhattan Avenue to the western edge of the property at 7331 Forsyth Boulevard.

* * *

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, upon conviction thereof, be subject to the penalty provided in 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 _____ 2019

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: March 13, 2019
APPLICANT: Councilmen Jeffery Hales and Steve McMahon
Location: 7300 block of Forsyth Blvd
Request: Initiate 1 hour Parking
Attachments: Survey Results

7300 block of Forsyth Blvd subject to proposed parking changes



Request:

That the Traffic Commission consider a new parking regulation on Forsyth. It involves the 7300 Block of Forsyth on the north side of the street which has come before the commission on several occasions in the last couple of years and the chronic and documented issue of daily non-resident long-term parking.

The request propose that specifically, 7301-7331 Forsyth on the north side of the street be restricted to 1 hour parking between the hours of 8AM and 5PM Monday thru Friday.

Conclusion/Recommendation:

It is recommended that the Traffic Commission consider this new parking restriction for Forsyth Blvd to be added to the parking restrictions code. Following the October Traffic Commission Meeting Public Works conducted a survey from the residents on this stretch of Forsyth and the results are listed in the attachment.

**Parking Changes on the 7300 Block of Forsyth
(North side from Manhattan Avenue to west of 7331 Forsyth)**

Date Entered	Address	Comments/Concerns
3/5/2019	7315-A Forsyth	Yes, I'm all for it!!
3/5/2019	7311 Forsyth, Apt. 1	We agree this is a problem. We like the 1 hour restricted parking between 8-5 Mon-Sat. If this is not possible perhaps it could be resident parking with stickers issued to residents with a couple of guest removable tags. Thank you so much.
3/5/2019	7301 Forsyth	Disagree with restriction. I support Metro Link use. If street parking on 7301-7331 Forsyth occurs, spaces should be opened up in parking lots around Forsyth station for parking.
3/5/2019	7301-A Forsyth	Disagree with restriction. There are garages and parking areas behind all residences for owner/tenant use. I support allowing unrestricted parking.
3/5/2019	7331 Forsyth, Apt. 2W	As a residential area, I do not support and I disagree with this change. I would support a 12 or 24 hour restriction, or a 1 hour restriction 10 am – 4 pm.



Traffic Commission

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

TRAFFIC COMMISSION MEETING MINUTES OCTOBER 10, 2018 Heman Park Community Center 975 Pennsylvania Avenue, University City MO 63130

1. The commission was called to order by Commissioner Stewart at 6:30 PM. Call to Order At 6:30 P.M. by Chairman Stewart

2. Roll Call: the following were present at roll call; Bart Stewart, Commissioner; Dennis Fuller, Commissioner; Jane Schaefer, Commissioner; Craig Hughes, Commissioner; Jeffrey Mishkin, Commissioner;

Errol Tate staff liaison; Sinan Alpaslan, PWP Director, Jeffrey Hales Junior, City Council Liaison; Sgt. Jennifer McClain, Police Liaison; John Mulligan, City Attorney.

3. Approval of Agenda: the agenda for the meeting was review Commissioner Michigan motion to approve the agenda, Commissioner Schaefer seconded the motion, and the agenda was approved by unanimous vote of the commission.

4. Approval of the September meeting minutes were deferred. A commission secretary was not approved until the end of the meeting. September meeting minutes will be presented at the November commission meeting.

5. Agenda items

A. 7300 Forsyth 1 hour Parking:

City Council members Hales and McMahan, Applicants, recommending a one hour parking limit, Monday through Friday, 8 AM to 5 PM, 7301 through 7331.

Petition is being made on behalf of resident Steve Arnold. Resident Arnold was at the meeting. Councilman Hales and resident Arnold discussed the problems parking in this area as follows: 1) Significant long-term parking is occurring on this block during the workday. 2) Cars are routinely parked in front of the residences from 8 AM till 5PM. 3) Service vehicles are unable to park at residences unless there is space in the driveway.

Staff suggested a limited one hour parking between the residences of 7300 Forsyth to 7331 Forsyth, between the hours of 8 AM to 5 PM. There was discussion as to how the one hour parking would be enforced. The following was offered as an initial resolution: 1) a resident could enforce by calling the police. 2) The police could do periodic controls along via this block. 3) The signs would be used/considered deterrent. Staff was questioned what action/could be taken if this new system failed. Mr. Tate indicated a residential parking permit program could then be considered. Commissioner Fuller questioned Mr. Arnold and Councilman Hales if the one hour parking signs was reasonable resolution to their application, and both indicated they were satisfied with this resolution.

M - 4 - 6



Traffic Commission

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

Commissioner Schaefer made a motion that one hour parking be established between the residences of 7300 Forsyth to 7331 Forsyth, between the hours of 8 AM to 5 PM. Councilman Fuller seconded the motion. The motion passed by a vote of 3 yes and 2 No.

B. Jackson and University – No Parking

Applicant: City University City : you are recommending no parking from University along Jackson to the Clayton city line. Councilman Hales indicates that this is in the Alta Dena subdivision and this has been discussed at the subdivision meeting. Do to the construction and remodeling of the Maryland school, the limitation of parking in the residential areas of Clayton to the south of the center section, and construction traffic with the Centene projects, parking on the side of the street has become hazardous. Councilman Hales indicates that there is also a center will between Clayton and University City on Jackson and parking along the west side of Jackson presents a hazard for traffic on Jackson. Commissioner Stewart commented that the commission needed to be transparent and indicate that this half block was along the side of the mayor's residence.

Commissioner Schaefer made a motion that the west side of Jackson from University to the Clayton city line be designated no parking anytime. Commissioner Hughes seconded the motion. The motion passed by unanimous vote.

C. 500 Kingsland – RPPS East Side - parking at Kingsland and Kingsbury

Three property owners/residents addressed the commission regarding parking in the Kingsland and Kingsbury area:

Janet Pierson, 6803 Kingsbury Blvd. is also a property at 6675 Kingsbury Blvd. states that she has six parking spots at 6803 Kingsbury and two more across the street. She states that she and her neighbors are frequently "held hostage" during any special events that occur at Coca or the Washington University facilities. Resident Pierson indicates her renters are mostly professionals and frequently have difficulty parking at their own residence. Resident Pierson indicated these parking difficulties have escalated over the past few years. She asked the commission to consider a parking study for this area.

Richard Chase, 6669 Kingsbury, reported back to the commission regarding the no parking zone for the five residents, 6669-6675 Kingsbury. This parking zone for residents only was established in September. Resident Chase reports this has worked well except for two cars. These two cars have been using parking stickers or tags from a different parking zone but as of this date this has been resolved with help of the police. Mr. Chase also supports consideration of a parking study for University City.

Sherry Moran, 6652 Kingsbury, Ames Place subdivision requested a new comprehensive parking study. Resident Moran specifically requested the study be conducted and paid for by University City and not Washington University.

Mr. John Mulligan, city attorney likes the idea of a comprehensive parking study. He indicated the study should address: What is the cause of our parking problems? Is zoning part of our problem?



Traffic Commission

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This was a discussion only agenda item, Commission Chairman Stewart brought the discussion to an end with no specific recommendations made to either counsel or staff.

6. Council Liaison Report: conflict Hales had no report.

7. Miscellaneous Business: no miscellaneous business was presented.

8. Adjournment: Commissioner Stewart adjourned the meeting at 8:09 PM

DRAFT



Green Practices Commission

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

Meeting Minutes –
March 14, 2019

University City Green Practices Commission

Location:

Heman Park Community Center

Attendees Present:

John Solodar (Chairperson), Liz Essman, Barbara Brain, Adam Staudt,
Jonathan Stitelman, Tim Cusick (Council Liaison), Jenny Wendt (Staff Liaison),
Adam Brown (Staff)

Attendees Absent:

Mary Gorman

1. Meeting called to order, Roll Call 5:33pm
2. Opening Round
 - a. Partners for Native Landscaping workshop scheduled for March 29th at the Danforth Plant Science Center.
3. Approval of Minutes
 - a. 02/14/19 Green Practices Commission Meeting Minutes were approved with one minor edit.
4. Special Presentations: Straight-Up Solar: Solar information on City Buildings and “Solarize U City” program. Steve O’Rourke and Eric Schneider presented about Solar and specifically about a “Solarize U City” program. See attached presentation.
The “Solarize U City” program would be supported by the City but championed by community members.
5. New Business
 - a. Tree discussion: Barbara attended a US Green Building Council event – “Calculating the Benefits of Trees” and reported on this event as well as general information on the benefit of trees. See attached information sheet.
 - b. Plastic Bag Awareness Day: April 13th has been designated as “Plastic Bag Awareness Day” in the region. Pete’s Market and the Loop are both partnering in the initiative, as well as several stores and business districts throughout the region.
6. Old Business
 - a. Strategic Plan Update Strategy: The commission will tackle the topics in the Strategic Plan one at a time instead of trying to update the plan as a whole. The first topic will be the topic of Education and Advocacy.
 - b. Glass and Mixed Paper Drop-Off Location Update: This project has been tabled. The grant funds will not be accepted.
 - d. Sustainable Developmental Guidelines Update: A resolution is being developed for the City to adopt the Sustainable Development Guidelines.

7. Council Liaison Update: Tim Cusick –
 - a. The city is trying to determine a better balance with Washington University.
 - b. Better Together: The initiative is still proceeding; Tim brought the petition for the formation of the Board of Freeholders if anyone would like to sign it.
 - c. State Loan: No new projects for the state loan funding are on hold partially because of the Better Together initiative.
8. Closing Round: None
9. Adjournment at 6:58 pm

Meeting minutes of the Board of Trustees for the University City Public Library for

April 10, 2019

Members present: Dorothy Davis, Joan Greco-Cohen, LaTrice Johnson, Edmund Acosta, Aren Ginsberg, Aleta Porter Klein, Jerrold Lander, Rosalind Turner

Members absent: Rubina Stewart-McCadney

City Council Liaison: Tim Cusick

Library staff: Patrick Wall—Director, Christa Van Herreweghe, Cindy Deichmann

The meeting was called to order at 5:45 pm by Dorothy Davis, President, following roll call.

Minutes – The minutes from the March 13, 2019 meeting were approved at 5:47 pm.

Correspondence

- A member of the public reported the Library to the Missouri Ethics Commission, alleging improprieties regarding the April 2, 2019 election. The Library is corresponding with the Commission.
- On April 1, 2019 a member of the public distributed a letter containing false information about Prop L. The Library will post a response on its website.

Council Liaison Report – Mr. Cusick, in his official capacity, recognized Patrick and the library staff for their hard work.

Librarian's Report – Circulation reports were pulled out for discussion. The consent agenda was approved at 5:55 pm.

Discussion Items

- Circulation specifics were discussed.
- Details of the ethics complaint were discussed.
- The Library will hold another thank you/birthday event for the public on a Sunday in September or October.
- The financial statements show a slightly higher rate because of a difference in the way the tax income was calculated.

Action Items – Payment of the Municipal Library Consortium invoice #890 for \$4,946.38 was approved at 6:17 pm.

President's Report – The president thanked Patrick and his family for his hard work. She also thanked her fellow board members.

Committee Reports

- The Budget and Finance committee will meet at 4 pm on Wed May 1, 2019.
- The Personnel and Policy committee will meet before the next Board meeting on May 8, 2019. They will discuss possible new forms to use for evaluating the Library director.

Old Business – None.

New Business – The next meeting with Bond Architects will be the week of April 15, 2019.

The next Board meeting will be Wednesday, May 8, 2019, at 5:15 pm.

There being no further business, the meeting adjourned at 6:25 pm.

