



MEETING OF THE CITY COUNCIL  
**VIA VIDEOCONFERENCE**  
Monday, September 14, 2020  
6:30 p.m.

**IMPORTANT NOTICE REGARDING  
PUBLIC ACCESS TO THE CITY COUNCIL MEETING & PARTICIPATION**

**City Council will Meet Electronically on September 14, 2020**

On March 20, 2020, City Manager Gregory Rose declared a State of Emergency for the City of University City due to the COVID-19 Pandemic. Due to the ongoing efforts to limit the spread of the COVID-19 virus, the September 14, 2020 meeting will be conducted via videoconference.

**Observe and/or Listen to the Meeting** (your options to join the meeting are below):

**Webinar** via the link below:

<https://us02web.zoom.us/j/84574407147?pwd=VnJQVW5oM2tKWEpwSWhGakJVZUI5dz09>

Passcode: 949440

**Audio Only Call**

iPhone one-tap :

US: +13017158592,,84574407147# or +13126266799,,84574407147#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free)

Webinar ID: 845 7440 7147

International numbers available: <https://us02web.zoom.us/j/84574407147?pwd=VnJQVW5oM2tKWEpwSWhGakJVZUI5dz09>

**Live Stream via YouTube:**

<https://www.youtube.com/channel/UCyN1EJ-Q22918E9EZimWoQ>

**Citizen Participation and Public Hearing Comments:**

Those who wish to provide a comment during the "Citizen Participation" portion as indicated on the City Council agenda; may provide written comments to the City Clerk ahead of the meeting.

ALL written comments must be received **no later than 12:00 p.m. the day of the meeting.** Comments may be sent via email to: [councilcomments@ucitymo.org](mailto:councilcomments@ucitymo.org), or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting.

Please note, when submitting your comments, a **name and address must be provided.** Please also note if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.

The City apologizes for any inconvenience the meeting format change may pose to individuals, but it is extremely important that extra measures be taken to protect employees, residents, and elected officials during these challenging times.



MEETING OF THE CITY COUNCIL  
VIA VIDEOCONFERENCE – ZOOM MEETINGS  
**Monday, September 14, 2020**  
**6:30 p.m.**

**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. APPROVAL OF AGENDA**

**D. PROCLAMATIONS**

1. Courtesy Proclamation – Willie J. Thomas 100<sup>th</sup> Birthday

**E. APPROVAL OF MINUTES**

1. July 21, 2020 – Special Meeting
2. August 10, 2020 – Study Session (Solid Waste Rate Study)
3. August 10, 2020 – Regular Meeting

**F. APPOINTMENTS to BOARDS & COMMISSIONS**

1. Brendan O'Brien is nominated for re-appointment to the Economic Development Retail Sales Tax Board by Mayor Terry Crow
2. Richard Sorkin is nominated as a fill-in to the Land Clearance Redevelopment Authority replacing Daniel Rayhawk (3/2018-3/2022) by Mayor Terry Crow
3. John Giger is nominated as fill-in to the Land Clearance Redevelopment Authority replacing Sultan Ali Muhammad (3/2016-3/2020) by Mayor Terry Crow
4. St. Louis County Council, at their August 18, 2020, appointed Brandon Bradshaw (replacing Traci Moore's unexpired term) to the Economic Development Retail Sales Tax Board

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

1. Malik Johnson was sworn into the Urban Forestry Commission on August 28, 2020

**H. CITIZEN PARTICIPATION**

***Procedures for submitting comments for Citizen Participation and Public Hearings:***

*ALL written comments must be received **no later than 12:00 p.m. the day of the meeting.** Comments may be sent via email to: [councilcomments@ucitymo.org](mailto:councilcomments@ucitymo.org), or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting.*

*Please note, when submitting your comments, a **name and address must be provided.** Please also not if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record*

**I. PUBLIC HEARINGS**

1. Liquor License – Family Dollar – 7318 Olive Blvd.

**J. CONSENT AGENDA**

1. Liquor License – Family Dollar – 7318 Olive Blvd.
2. Body Camera Purchase – Police Department
3. Loop Special Business District Event Signed Agreement Ratification
4. Asphalt Resurfacing Project
5. Annual Leaf Collection Agreement

**K. CITY MANAGER'S REPORT**

1. Missouri Police Chief's Association Accreditation
2. Conditional Use Permit (CUP) – Medical Marijuana Dispensary (75Olive, LLC) – 7755 Olive Blvd.  
*VOTE REQUIRED*

**L. NEW BUSINESS**

**RESOLUTIONS**

1. **Resolution 2020-10** – FY20 Budget Amendment #3
2. **Resolution 2020-11** – Rights-of-way Agreement with Everstream Solutions, LLC
3. **Resolution 2020-12** – A Resolution Establishing A Street and Park Renaming Task Force

**A. If Approved and Adopted - Task Force Appointments**

- 1) Holly Ingraham is nominated to the Renaming of Streets and Parks Task Force by Councilmember Steve McMahon
- 2) Don Fitz is nominated to the Renaming of Streets and Parks Task Force by Councilmember Tim Cusick
- 3) Mimi Hendrix-Taylor is nominated to the Renaming of Streets and Parks Task Force by Councilmember Stacy Clay
- 4) Andrew Wool is nominated to the Renaming of Streets and Parks Task Force by Councilmember Jeff Hales
- 5) Esley Hamilton is nominated to the Renaming of Streets and Parks Task Force by Councilmember Aleta Klein
- 6) Susan Armstrong is nominated to the Renaming of Streets and Parks Task Force by Mayor Terry Crow

**M. 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

**N. COUNCIL COMMENTS**

- O.** Motion to go into a Closed Session according to Missouri Revised Statutes 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives or attorneys and (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration.

**P. ADJOURNMENT**

Posted 11<sup>h</sup> day of September, 2020.

LaRette Reese  
City Clerk



## PROCLAMATION OF THE CITY OF UNIVERSITY CITY

**WHEREAS;** longevity of life is a blessing for an individual and for a community which benefits from the knowledge, creativity, and experiences this individual brings to all; and

**WHEREAS;** Mr. Willie J. Thomas Sr., the Patriarch of the Thomas Family was born on September 3, 1920 in Lexington, Mississippi; and

**WHEREAS;** Mr. Willie J. Thomas Sr., was educated in the public-school system of Lexington, Mississippi and was employed at Premium Cap Company, H. Daust Manufacturing Company for over 20 years and retired from the Hudson Building Company after more than 60 years of dedicated service; and

**WHEREAS;** Mr. Willie J. Thomas Sr., was a World War II Army Veteran serving in London, Paris and Germany; and

**WHEREAS;** Mr. Willie J. Thomas Sr., married his high school sweetheart, Marie Thomas who preceded him in death, after a loving union of 68 years; and

**WHEREAS;** Mr. Willie J. Thomas Sr., is a loving father of 3; Ann M. Johnson, Irvin Thomas and Willie J. Thomas Jr., a grandfather of 10, great grandfather of 21 and a great-great grandfather of 6; and

**WHEREAS;** Mr. Willie J. Thomas Sr., has been a proud resident of University City for 49 years and still today at the fine age of 100, maintains and landscapes his own beautiful and large yard; and

**WHEREAS;** during his long and productive lifetime, Mr. Willie J. Thomas Sr., still preforms handyman chores for his neighboring senior citizens and has earned the respect and admiration of his family, friends and people from all walks of life.

**NOW, THEREFORE,** The City Council of University City in the State of Missouri extends to Mr. Willie J. Thomas Sr., our sincere congratulations and best wishes for a very happy birthday.

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

SEAL

\_\_\_\_\_  
Councilmember Aleta Klein

\_\_\_\_\_  
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  
VIA VIDEOCONFERENCE – ZOOM MEETINGS  
**Tuesday, July 21, 2020**  
**5:30 p.m.**

**A. MEETING CALLED TO ORDER**

At the Special Session of the City Council of University City held via videoconference, on Tuesday, July 21, 2020, Mayor Terry Crow called the meeting to order at 5:30 p.m.

**B. ROLL CALL**

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

Councilmember Aleta Klein  
Councilmember Steven McMahon  
Councilmember Jeffrey Hales  
Councilmember Tim Cusick  
Councilmember Bwayne Smotherson  
Councilmember Stacy Clay (*arrived at 5:41 p.m.*)

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

**C. APPROVAL OF AGENDA**

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

**D. CITIZEN PARTICIPATION**

Mayor Crow noted that Council had received comments from one citizen prior to this meeting and he appreciates that effort

**E. CITY MANAGER'S REPORT**

**1. Loop Special Business District proposal for a Street Event**

Mr. Rose stated this item is asking Council to consider a proposal from the Loop Special Business District (LSBD) to host a street event. On July 14<sup>th</sup>, the LSBD voted and approved making a request for \$50,000 from the Economic Retail Sales Tax to host a street event in the Delmar Loop. Mr. Rose reminded Council that they had approved funding for events as part of the FY20 budget; but not all of the funds were used. Mr. Rose stated that he recommends the approval of the proposal for amount not to exceed \$50,000. If approved, he would request a more detailed budget that would be included as part of the contract; as well as the closure of Delmar Blvd.

Mr. Rose stated he would be happy to respond to any questions.

**Q Councilmember Smotherson asked if this would be for the West Loop only?**

**A** Mr. Rose confirmed that was correct. No funding would be allowed outside of University City

**Q Councilmember McMahon asked between what streets would Delmar be closed?**

**A** Mr. Rose stated he had not yet seen the details, but he believes it will be like what had been done in the past for the Loop In Motion event

**Q Councilmember McMahon asked that everyone be cognitive that the rules regarding social distancing and gatherings may change as we get closer to the date;**

**A** Mr. Rose stated that the language requiring them to comply to with any/all County/State orders in effect at the time of the event could be included in the contract  
Councilmember Hales stated he was fine with the dollar amount, but we should make every effort to come in under budget if possible

Q Councilmember Smotherson asked how will the number of people be controlled? Because this would be an outside event; his concern how will the numbers be controlled?

A Mr. Rose stated he believed the intention is put together a more detailed proposal with the specifics and logistical details about how the event will be rolled out. As he understands it; the intention is to highlight the restaurants. He believes that including the language that they must comply with the St. Louis County Orders should provide a sense for limiting the number of people that can be in one place at one time; without social distancing.

Councilmember Smotherson stated he didn't want us to make national news because something bad happens in U City.

Q Mayor Crow asked if the contract should include a provision that the City Manager has the final say as to thumbs up or down? We need a someone to make the final decision as to whether it's a go or no go because this situation continues to very fluid. If it's happening on our streets, the final decision should not be left to the LSBDB Board. Mayor Crow stated he believes the City Manager is the appropriate person to make the final call because he is the gatekeeper when it comes to public safety.

A Mr. Rose stated that he was comfortable with including that type of language. And of course, the final decision would be made after conferring with the Police and Fire Chiefs.

City Attorney Mulligan stated that the City Code, in section 505.030, deals with using streets for special use purposes; this activity may far well fall under the scope of that. The City Manager has the authority to approve the use if it's not in excess of twelve hours. The Council would have to approve anything in excess of twelve hours. Council would have the opportunity to review the closure of the street for this event which is scheduled to occur on September 6<sup>th</sup> and 7<sup>th</sup>; which indicates that it would be more than twelve hours. The goal would be to have the final details by August 10<sup>th</sup> which would allow Council to review and possibly approve in enough time.

Mr. Rose stated that he believes Council's concerns is dealing with how fluid the COVID-19 situation, things could change in two weeks, even after they consider the site plan and gain a good sense of what is planned. It seems Council has an interest in ensuring that even at the last week or so; we could make a go/no go decision. With that in mind, he intends to include language that would allow the City Manager to make the final decision.

Mayor Crow restated the action for tonight is to determine if Council is comfortable with allocating the funds in support of the proposed event. He believes the LSBDB Board will be agreeable with the details as they're worked in the contract.

Councilmember Cusick moved to approve the \$50,000.00 for a street event requested from the LSBDB Board, it was seconded by Councilmember Hales.

Councilmember Clay joined the meeting at 5:41 p.m.; and was present for the vote. Mayor Crow highlighted the discussion points as follows:

- Funding will not be more than \$50,000.00 and to try and save as much as possible.
- Contract to explicitly state that the City Manager will make the final decision "go or no go" based on the fluid situation with the Coronavirus or other factors.

Councilmember Clay apologized for his tardiness.

Voice vote on Councilmember Cusick's motion carried unanimously.

**F. UNFINISHED BUSINESS**

1. **BILL 9409** - AN ORDINANCE AMENDING SECTION 215.720 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO OBSTRUCTING PUBLIC PLACES. Bill Number 9409 was read for the second and third time.

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

Roll Call Vote Was:

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

**Nays:** None.

**G. COUNCIL COMMENTS**

Councilmember Cusick stated that the St. Louis Pandemic Task Force reported that yesterday they saw the highest single day admission to St. Louis area hospitals. He reminded everyone to please practice safe distancing and wearing mask when out in the public.

Councilmember Smotherson made a motion to adjourn the meeting, it was seconded by Councilmember Hales, and the motion carried unanimously.

**H. ADJOURNMENT**

Mayor Crow thanked everyone for their participation and adjourned the Regular Session of the City Council meeting at 5:45 p.m.

LaRette Reese  
City Clerk

**From:** Tom Sullivan <tsullivan@sullivanadv.net>  
**Sent:** Monday, July 20, 2020 6:13 PM  
**To:** Council Comments Shared <councilcomments@ucitymo.org>  
**Subject:** City Council Comments, July 21, 2020

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

July 20, 2020

TO: City Council Meeting, July 21, 2020

**FR: Tom Sullivan, 751 Syracuse Avenue, U.City, MO 63130**  
**RE: Special Business District Proposal/ Street Event -- Agenda Item E-1**

I have some comments regarding the proposed \$50,000 appropriation for a street party in the Loop around the Labor Day weekend.

The amount requested seems too much. I would cut it by \$10,000 and save the \$10,000 for some other event.

Closing Delmar to traffic could create chaos. I would think twice about that. You don't want to create a lot of bad feelings from people caught in traffic jams. That happened about four or five years ago when Delmar was closed -- it might have been for a run.

I would keep the Loop Trolley out of it. Few people are riding it on the weekends. It usually has only a few passengers though there is no charge to ride it. There are times when no one is riding it. Also, it has no air conditioning.

The Loop is looking pretty sad at times these days. This morning around 11 a.m. there were only seven cars parked on Delmar from Westgate to Kingsland. Starbucks did not have a single customer.

There are still a lot of store vacancies. The old Cicero's spot will soon be vacant for three years. The old Bread Company space will be vacant nearly as long. The Melting Pot space is still vacant. There are three vacancies across from the old Cicero's. There are three vacancies in the City's parking garage store fronts. Hop Cat left a lot of empty space when it closed. The list goes on . . . It has to be wondered if the Loop is being effectively marketed.

Thank you for considering my comments.

**STUDY SESSION**  
**Solid Waste Rate Study**  
**VIA VIDEOCONFERENCE**  
**August 10, 2020**  
**5:30 p.m.**

**AGENDA**

Requested by the City Manager

**1. MEETING CALLED TO ORDER**

At the Study Session of the City Council of University City held via videoconference, on Monday, August 10, 2020, Mayor Terry Crow called the meeting to order at 5:30 p.m.

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

Councilmember Stacy Clay  
Councilmember Aleta Klein  
Councilmember Steven McMahon  
Councilmember Jeffrey Hales  
Councilmember Tim Cusick  
Councilmember Bwayne Smotherson

Also, in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr.; Director of Public Works, Sinan Alpaslan; John Cubertson, and Cynthia Mormile of MSW Consultants.

**2. SOLID WASTE RATE STUDY**

Mr. Rose stated in 2019 the City asked MSW to conduct a rate analysis for its Solid Waste Operation to make sure they were consistent with the services provided. Tonight, John and Cynthia of MSW will highlight the findings and recommendations they achieved from that analysis.

Mr. Alpaslan stated since the analysis was completed almost one year ago, MSW has agreed to update any information that may be outdated.

John Cubertson of MSW Consultants stated despite those unforeseen delays, the input, and collaboration provided by City staff make him feel good about where they are today.

**MSW Overview**

MSW is a non-engineering management consulting company that helps local governments and private businesses customize their waste management programs to fit their specific needs. However, because U City already had a very rational rate structure the initial assessments needed to determine whether the rates aligned with services, was a pretty simple endeavor.

- Cost-of-Service and Rate Studies
- Collection Optimization
- Solid Waste Management Plans
- Waste Composition Studies
- Collection, Disposal, and Recycling Procurement Services
- Recycling & Composting Program Development Assistance

**Project History**

At the time of this engagement, U City had never performed a formal rate study. However, because there were some global macro-economic issues; even prior to COVID-19, that significantly impacted the recycling markets by putting downward pressure on revenues, this was a good time to undertake a formal process.

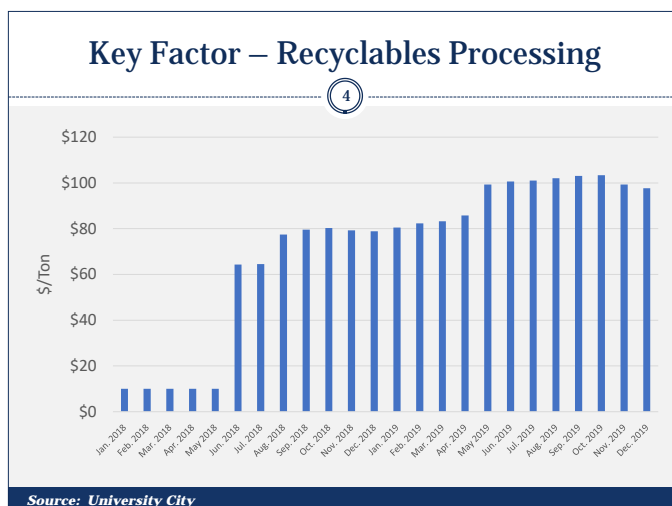
- City had never conducted a formal solid waste cost-of-service and rate study.
- Changes in global recycling market challenges impacted regional processing dynamics resulting in much higher processing charges.
- City retained MSW Consultants to conduct a comprehensive 10-year cost-of-service and rate study.

### **Key Factor - Recyclables Processing**

Up until about 2016 recyclables made money. But the global export market dried up between 2017 and 2018, and the U.S. recycling industry has been struggling to recover ever since. This graph demonstrates the timeline and financial impact.

- Landfill tipping fees also increased. So essentially the disposal and processing market started to creep up, regardless of the outcome of the material.

Solid Waste & Recycling is a critical service that should be provided. So for U City to continue serving its customers, it is appropriate for that system to have sufficient revenue that ensures long-term sustainability.



### **Methodology**

MSW's philosophy is not only to invest enough time to compile the financial and operating data to build a solid model but to invest additional time in visiting the site to observe how the operation works and what the residents' expectations are.

- Data Request and Review
- Kick-off Meeting and Interviews
- Operations Field Observations/Asset Assessment
- Cost-of-Service Bottom-Up Modeling
- Revenue Sufficiency Analysis
- Designed Rate Options
- Report Written

### **Task & Recycling System Cost Centers**

This is MSW's breakdown of the functions performed for residents and commercial businesses, as well as the type of collection being conducted.

#### **Collection Services:**

Curbside Trash  
Curbside Recycling  
Curbside Yard Waste  
Bulky Collection  
Commercial Container Trash

#### **Facility Operations:**

Transfer Station  
Recycling Drop-off at (T.S.)

Commercial Container Recycling  
Recycling Drop-Off  
Bi-Annual Leaf Collection

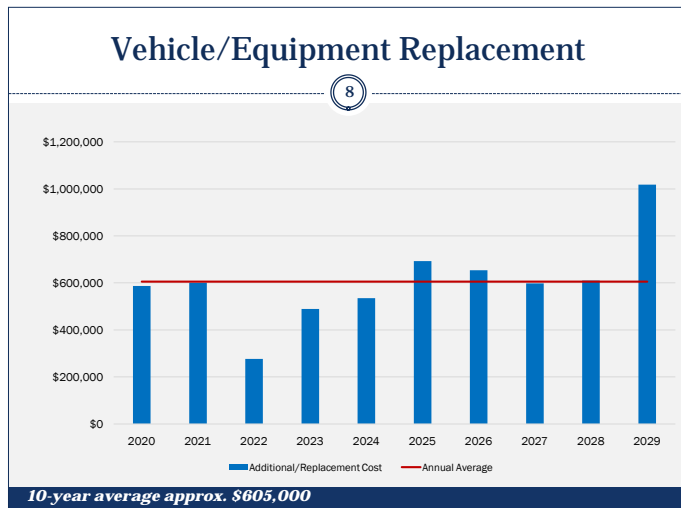
**Management & Administration**  
(Includes cost of billing)

- The Transfer Station is closed to commercial traffic due to access issues.
- Management and administration are looked at separately and then dove-tailed into the full cost.

### **Capital Improvement Program Needs**

If you're in the collection business you're also in the truck purchasing business. And in order to run a successful business, it is important to replace your vehicles over a seven to ten year period in accordance with their useful life. This graph depicts the City's upcoming capital needs.

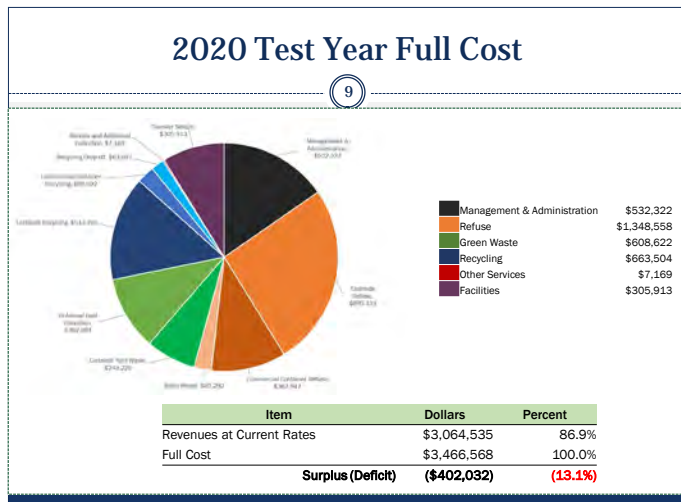
- The red line suggests that if you levelize those capital investments it will cost about \$600,000 a year to replace vehicles and make capital improvements at this facility.



### **2020 Test Year Full Cost**

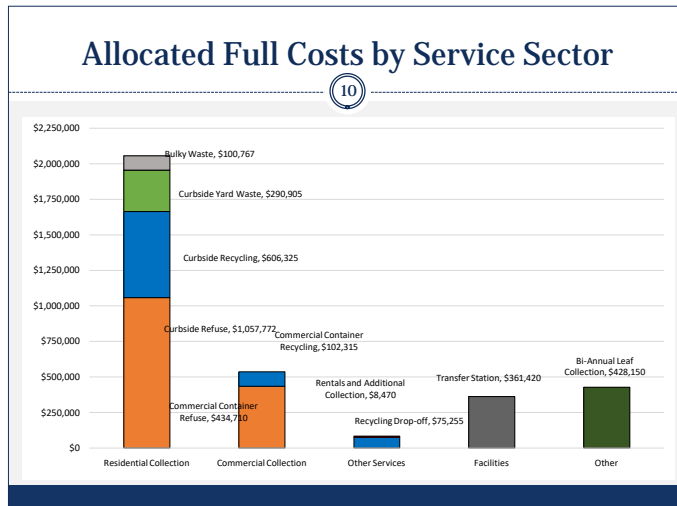
MSW's full cost method involves developing a test year; a forward-looking view of projected direct operating expenses, as well as annualized expected capital expenditures. At the time MSW completed this graph they were looking ahead to 2020.

- The full cost or rate revenue needed to keep the system at the breakeven point is between 3.4 and 3.5 million dollars
- After accounting for the upward price pressures on recyclable processing and tip fees, the City's rate revenue was slightly over 3 million dollars
- On a system-wide basis, there is a 13.1 percent deficit of rate revenues to fund the entire system



The **Allocated Full Costs by Service Sector** graph gives you a sense of what the relative expense is to run the different lines of this operation.

- The tall bar on the left represents what it costs to run U City's residential sector; both single and multi-family
- There is a much smaller footprint on the commercial collection side of the operation, which consists of container refuse collection, recycling, and minor services, like container rental and recycling
- Although the Transfer Station is still in flux, it is viewed as an asset. Cities with the potential to manage their waste logistics have an advantage going forward
- Leaf collection is a critical service that residents have come to expect on a seasonal basis



### **Transfer Station**

- Transfer Station closed past few years for scale replacement and access road improvements
- Planned to reopen in 2020
- Resource to serve neighboring Cities and small haulers for trash and recycling transfer

### **Residential Rate Considerations**

- **Single-Family**
  - Curbside Service at a slight surplus
  - Yard Waste Sticker program and Senior Discount at a deficit
  - Drop-off Recycling at the Transfer Station is recovered under the residential rate
  - Proposed Rate Path
    - ✦ 6.5% increase in year 1
    - ✦ CPI escalation in subsequent years
- **Multi-family**
  - Deficit: 30%
  - Proposed Rate Path
    - ✦ Significant rate increases for 2 years
    - ✦ CPI escalation in subsequent years

### **Recommended Rate Paths**

#### **Residential Rate Considerations**

Residential is the sector that local governments are typically responsible for. Therefore, it is the most important segment of this operation because it carries the largest amount of revenue.

- Curbside service rates for single-family residents looks pretty good
- The Yard Waste Sticker Program is at a deficit, so adjustments are needed
- Some drop off recycling at the Transfer Station is recovered under the residential rate



MSW tried to balance out the data in its recommendations, and as a result, the key number is the 6.5 percent increase in year one. However, rather than performing rate studies and implementing rate changes in a formal setting every year, many communities establish sort of an autopilot ability to increase rates based on published CPI (Consumer Price Index) escalation factors. Because the expenses of running curbside collection programs, maintaining facilities, and paying employees will continue to increase, MSW is in favor of utilizing this type of program which builds in a reasonable amount of system maintenance cost increases over time.

There are three reasons why MSW found Multi-family more remarkable than Single-family:

- 1. The range of services it performs, i.e., dumpsters, carts, and alleys;
- 2. The distinct variation in terms of how vehicles must make these collections, and
- 3. Multi-family locations requiring bi-weekly collections are more expensive to maintain

On a per-unit basis, the cost for both of these sectors is fairly comparable, however, there was a much larger deficit on the Multi-family side; 30 percent. So to get to where MSW thinks the City wants to be, the recommendation is to take a fairly good bite out of the Single-family amount in year one, and then quickly transition to the CPI concept which has been plugged in at 2 percent. Bigger increases were taken on the Multi-Family side for the first couple of years before transitioning into the CPI increase. And while a rate increase over 10 percent is not taken lightly, MSW believes that if the Multi-Family sector receives the level of service it requires, then it would seem reasonable to increase those rates. MSW also does not think there is any inequality in these recommendations because, in essence, the City will be coming closer to equilibrating their residential rates by making these changes. Ultimately, Council will make the final decisions on whether to accept or modify any of these recommendations, but the role of an advisor is to try and come up with a reasonable path forward that is responsible and constitutes a good starting point for discussion.

Recommended Residential Rate Path										
14										
Sector	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Single Family	6.5%	0.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Multi-Family	15.0%	12.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%

*Note: Annual CPI escalations requires an ordinance change*

Commercial Rate Considerations

Some interesting things emerged in the Commercial sector, which has a much smaller customer base.

Five or six years ago; when the economics were more favorable, cities that provided commercial refuse collection service realized that they could put recycling containers out and encourage the business community to recycle for free. However, MSW believes that it is very difficult to offer a free commercial recycling service with a small commercial customer base. And with only 47 commercial accounts, moving away from that free service is probably the way to go if U City remains in the business of serving its commercial customers.

One way to establish recycling rates and make the commercial service sustainable could be to continue service and increase rates in the manner listed below. Another option would be to suspend the City's commercial sanitation collection.

- 47 commercial accounts
  - Refuse rates are sufficient
  - Recycling service cannot be provided for free
  - Options
  - Continue service and increase rates
    - ✦ 10% increase in commercial trash rates
    - ✦ Set commercial recycling rates at 35% of the trash rate
  - Suspend commercial sanitation collection

### **Other Recommendations**

- Reopen Transfer Station to third parties/neighboring cities to increase revenues
- Offer competitive roll-off service for better utilization of equipment  
(Currently, the City has a roll-off truck that could be used to generate incremental revenue over and above the cost of servicing third-party construction, renovation, or demolition needs.)
- Revise ordinance to authorize routine CPI increases, as needed
- Review financial rate analysis and performance annually
- Update full waste study every 5 years

Councilmember Cusick asked how would reopening the Transfer Station impact the City's revenue stream? Mr. Cubertson stated it's something the City would grow into. The cost to transport and dispose is a fixed rate per ton, so whether you make one trip or ten trips your fee needs to cover that transportation component. Therefore, the opportunity lies in recognizing that it's easier for commercial haulers with collection trucks that are very expensive to operate and only hold 10 to 12 tons, to simply pay a tip fee at your Transfer Station and transfer that material into a trailer with a tractor. The goal would be to capitalize on the City's ability to offer a more efficient, and cost-effective means of transportation to commercial haulers who operate within a specific geographic location.

Mr. Cubertson stated they looked at what that capitalization might be, and while his recollection is in the \$60.00 per ton range, he would ask Ms. Mormile if she could chime in on this topic.

Ms. Mormile stated that based on the actual rental rate when MSW reviewed this project, their model recommended that a \$68.00 per ton range would help. So any increased tonnage that could be managed at this facility; which has the potential to be quite a bit, would benefit the overall revenue of this utility.

Mr. Cubertson stated there are some market dynamics in the waste industry that would go into this model longer-term that was outside of their scope and ability to look at, and don't necessarily follow a perfect microeconomic theory. For instance, you could have a large hauler that under some circumstances might have a better economic picture by going to your facility that decides to "*internalize the waste*". So they will never come to your facility because they would rather run it through their facility and keep it on the books, even if it means charging their customers a little more. Consequently, the objective would be to set your tip fee at a level where you know you are not going to lose anything, but you also have the potential to increase your revenue. At that point, you can measure the demand and adjust your tip fee up or down depending on the number of deliveries you receive. Mr. Cubertson stated he believes that the City won't get hurt by establishing a \$62.50-ton range and that the likelihood of deriving some incremental revenue is a real potential.

Mr. Rose stated the reason there were no recommendations for a rate increase in this fiscal year's budget was to provide staff with ample time to ensure that the City was maximizing its revenues. So, the intent is to come back to Council with options once they are comfortable with those results.

He stated the Transfer Station was identified by staff as needing further review. So, he has asked Mr. Alpaslan to conduct an examination to determine whether the City's contracts with outside agencies are being fully executed and if there is a potential to tap into other markets.

Mr. Rose stated the recycling costs that the City started to incur roughly eighteen months ago, was a surprise.

And while his recommendation in last year's budget, as well as the current budget, was for the Solid Waste Fund to absorb these costs, it is not something that can be maintained long-term since it is starting to impact the Department's ability to replace its equipment in a timely fashion.

Councilmember Hales stated he has performed a lot of rehab in U City, but it was not until fairly recently that he found out the City actually provided a roll-off service for third parties. So, he thinks this is an incredible opportunity that should be marketed.

Mr. Cubertson stated he is glad for Councilmember Hales' astute observation because it provided him with an opportunity to illuminate a story about one of their clients who acquired roll-off equipment for their City's operations. Recognizing that they already had the trucks, containers, and operators needed to provide this service, and after conducting a financial analysis to determine the appropriate rate, they decided to advertise the service on their web page. There were nine haulers in this market and after six months this client was elevated to the top four spots.

So, MSW's philosophy is if you can make money providing these critical services, beautify your city in the process, and you're not subsidizing your rate, then this is definitely an area, cities should look at.

Mayor Crow announced that the feed for Councilmember Hales had been lost. He noted that the City was experiencing a storm and that Council would do their best to continue as the storm allows.

Councilmember Clay asked what costs are included under management and administration?

Mr. Cubertson stated unfortunately, he does not have all of the details on recall, but basically, it would include fractional times for customer service employees within Public Works and City employees who are not directly involved in running these facilities. And while you can debate what the right percentage of management and administrative costs should be, U City is probably within the range MSW would expect of a local government providing these services.

Ms. Mormile stated management and administration include auditing, accounting, collection fees, professional services, insurance, and things of that nature.

Mr. Cubertson stated these allocated expenses often come from other departments within the City who essentially need to charge Public Works or the Waste Department for providing IT, risk management, and other functions, that are not controlled by the actual operating group. And Cynthia can correct him if he's wrong, but there should be a very detailed model that drills down on the individual line items and the basis of these cost work-ups.

Councilmember Clay stated he's glad to hear that from a management perspective U City is not out of line because if you are contemplating raising rates at some point, the questions everyone will be asking is, what is the City doing as an administration to hold down costs? And, if there are any other ways the administration could be working more efficiently to reduce costs?

Councilmember Clay stated his understanding is that a few years ago, Evelyn Shields prepared a report looking at several ways to generate revenue at the Transfer Station, so this conversation has been prevalent for some time. Therefore, he hopes that this will finally come to fruition and the City can begin to see a benefit from this asset.

Councilmember Smotherson stated in certain areas people are utilizing dumpsters without paying a fee. So, his question is how efficient are dumpsters versus individual carts? Mr. Cubertson stated strictly on a per unit basis, and with everything else being equal; i.e., once a week collections, a dumpster collection service is more efficient. The challenge with the multi-family sector is that there is some point of service differences outside of those dumpsters, like recycling, bulky materials, and alley collections. He stated MSW's philosophy when looking at single and multi-family is to take those differences into account and from a level of reasonableness, come up with rates that cover each sector even if they are not precisely at cost.

Councilmember Smotherson stated another challenge is the use of alley dumpsters by the single-family sector. Mr. Cubertson stated this comes back to MSW's notion of looking at the residential sector more like a full system, because the reality is, trash collection is messy, and there will always be a few exceptions. So, unless the City wants to get into the business of putting fancy tracking devices on dumpsters; which is a huge customer service investment, or supplying enough containers so that residents; whether single or multi-family can dispose of their waste on the curb, there is always going to be some gray areas.

Councilmember Klein asked Mr. Cubertson what he thought the best option would be to recover the cost for commercial recycling that the City is not getting reimbursed for? Mr. Cubertson stated with regards to the commercial trash and recycling collection the most significant cost component for that service is the trucks used to make those pickups. He stated you used to be able to make a little money off of any recyclables you collected, but starting in 2018, not only did companies have to incur all of the collection costs; they are probably paying more per ton to the recycling facility to get rid of their loads. So as a practical matter, subsidizing the commercial recycling collection entirely is no longer feasible. Therefore, his recommendations were for the City to increase its commercial dumpster rates and establish a commercial recycling rate so that it covers the full revenue needed to provide those combined services; or to discontinue its commercial recycling, or to relinquish it to the private sector. However, if customers are happy with paying your rates, the City is meeting its environmental goals, and it's making revenue, he honestly thinks it would be an easy service to keep providing.

Mr. Mulligan stated his comments are in response to the questions raised by Councilmembers Clay and Cusick. In 2005, he, along with Frank Ollendorff and members of staff, engaged in extensive negotiations with Fred Weber. Mr. Weber appeared before Council on October 10, 2005 and informed them that the City would net \$300,000 in revenue and receive a new Transfer Station if they entered into a public/private partnership with his company.

Evelyn Shields, the previous Public Works Director was also involved in these negotiations. Council decided to forego this agreement and Mr. Ollendorff retired shortly thereafter.

Mr. Mulligan stated he has a very thick file on these negotiations that he would be happy to share with the City Manager and staff.

Mayor Crow posed the following questions:

**Q. When is the Transfer Station scheduled to be up and running again?**

*A. Mr. Alpaslan stated currently, the Transfer Station only serves the City's internal needs because an access road that would allow outside parties to gain entry to the new truck scale is needed. That project is scheduled to be completed by the end of the calendar year, December 2020.*

**Q. When did the City execute its last increase for single-family curbside service?**

*A. Mr. Alpaslan stated the last increase was executed at the rate of 12 percent in 2016.*

**Q. If I am a multi-family user that is about to get hit with this significant increase, do I have the option to refuse and go with a private company?**

*A. Mr. Cubertson stated his recollection is that U City; like most other cities has a cut-off that establishes the level in which the City will make collections for the multi-family sector based on the number of dwellings per building. And his belief is that number is between 6 to 8 units.*

*A. Mr. Alpaslan stated to be classified as a residential collection the building must be five units or less. Six units and above are classified as commercial collections.*

Mr. Rose stated he would like to make sure that the City's Code contains this restriction, so they don't get hit with this elasticity issue.

Mr. Cubertson stated based on his recollection, multi-family units that fall within the category previously outlined would be a captive customer.

Councilmember Hales stated he believes there would be a captive audience for roll-off services in the development community if these services were marketed to make people aware of their existence. So, his first thought was whether this rental service could be tied into the permit process? The second thought was whether there would be any opportunities for revenue if the City was able to capture larger multi-family units and properties owned by Wash U? Mr. Cubertson stated since the City already provides dumpster collection to smaller multi-family units it does have the potential to expand its customer base.

And to some degree, the same economic thought process holds true. The biggest difference, however, is that the single and multi-family services the City currently provides are to captive customers.

But if you expand on the frontload side; number one, you will be in a competitive market with the need to win market-share; and number two, it's very likely that you will need to purchase new trucks which could be an investment that may or may not pay off. Essentially, you will be taking on some risks. Mr. Cubertson said he would differentiate that from the roll-off service where the City already has the trucks and people to take on more service without the need for new employees or trucks.

So, while there is more opportunity to generate incremental revenue on the roll-off side, it's also possible to expand your frontloads. However, you would have to go about it a little more cautiously with proper planning, an economic analysis, and a business plan.

### **3. NAMING OF STREETS AND PARKS**

Mayor Crow questioned whether it would be appropriate to move this item to Council's Regular Agenda under Council Business? Mr. Mulligan stated that it was a permitted action.

Councilmember Smotherson moved to approve the move Item Number 3 to Council's Regular Session under Council Business, it was seconded by Councilmember Hales and the motion carried unanimously.

### **4. ADJOURNMENT**

Mayor Crow thanked John and Cynthia for their presentation and adjourned the meeting at 6:26 p.m.

LaRette Reese  
City Clerk

DRAFT



**MEETING OF THE CITY COUNCIL  
VIA VIDEOCONFERENCE  
Monday, August 10, 2020  
6:30 p.m.**

**A. MEETING CALLED TO ORDER**

At the Regular Session of the City Council of University City held via videoconference, on Monday, August 10, 2020, Mayor Terry Crow called the meeting to order at 6:34 p.m.

Mayor Crow announced that they were experiencing some power issues due to the storm, so they will do their best to remain online throughout the entire session.

**B. ROLL CALL**

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

Councilmember Stacy Clay  
Councilmember Aleta Klein  
Councilmember Steven McMahon  
Councilmember Jeffrey Hales  
Councilmember Tim Cusick  
Councilmember Bwayne Smotherson

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

**C. APPROVAL OF AGENDA**

Mayor Crow stated the following amendments were made during the Study Session:

1. To resume the discussion of Item 3 on the Study Session Agenda; Naming of streets and parks, during Council Reports/Business.
2. To move Item 1 under the Consent Agenda to the City Manager's Report

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

**D. PROCLAMATIONS**

**E. APPROVAL OF MINUTES**

1. June 22, 2020; Study Session Space Needs for Public Safety Meeting Minutes were moved by Councilmember Smotherson, it was seconded by Councilmember McMahon and the motion carried unanimously.
2. July 13, 2020; Study Session Space Needs for Admin Offices & Solid Waste Meeting Minutes were moved by Councilmember Hales, it was seconded by Councilmember Klein and the motion carried unanimously.
3. July 13, 2020; Regular Meeting Minutes were moved by Councilmember Smotherson, it was seconded by Councilmember Cusick and the motion carried unanimously.

**F. APPOINTMENTS TO BOARDS & COMMISSIONS**

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

1. Deja Scott was sworn into the Senior Commission in the Clerk's office on July 13, 2020.
2. Mark Holly, Eric Stein, Garry Aronberg, Bob Criss, Eric Karch, and Todd Thompson were sworn into the Storm Water issues Commission via Zoom on August 4, 2020.

**H. CITIZEN PARTICIPATION**

***Procedures for submitting comments for Citizen Participation and Public Hearings:***

*ALL written comments must be received **no later than 12:00 p.m. on the day of the meeting.** Comments may be sent via email to: [councilcomments@ucitymo.org](mailto:councilcomments@ucitymo.org), or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting.*

Comments will be made a part of the official record and made accessible to the public online following the meeting.

Please note, when submitting your comments, a **name and address must be provided**. Please also note if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.

Mayor Crow thanked everyone for their participation and patience associated with the need to submit written comments.

## **I. PUBLIC HEARINGS**

### **1. Crown Center for Senior Living – 353 Redevelopment Plan, Including Tax Abatement**

Mayor Crow opened the Public Hearing at 6:37 p.m. After acknowledging that Council had received several written comments from citizens, Mayor Crow closed the hearing at 6:37 p.m.

### **2. The Markets at Olive Community Improvement District (CID)**

Mayor Crow opened the Public Hearing at 6:37 p.m. After acknowledging that no written comments had been received, Mayor Crow closed the hearing at 6:38 p.m.

## **J. CONSENT AGENDA**

- 1. Collective Bargaining Agreement – Fire**
- 2. FY2020 JAG Grant**
- 3. Road Salt Purchase**
- 4. Code Software Data Migration Contract & Budget Transfer**

Councilmember Cusick moved to approve Items 2, 3, and 4 of the Consent Agenda, seconded by Councilmember McMahon and the motion carried unanimously.

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

### **1. Collective Bargaining Agreement - Fire**

Mr. Rose stated staff is recommending that Council approve the Collective Bargaining Agreement (CBA) between the U City Fire Department and the International Association of Firefighters' Local 2665, for the period beginning September 1, 2020, and ending August 31, 2025. He stated that the proposed Agreement was considered and approved by the Association on July 28, 2020.

If approved, this CBA will:

- Create a Labor Management Committee;
- Maintain duties associated with rescue, emergency medical care, transport, and fire suppression;
- Meet and discuss wages during the budget process;
- Ensure there are no work slowdowns or strikes, and
- Establish an arbitration process for resolving Type I Grievances

Mr. Rose then addressed the following questions received from members of Council:

**Q. Page 10 of the CBA, Item 2, under Section 2.01 refers to ashtrays. Is smoking allowed in a firehouse?**

*A. No, it is not. But there is a provision that allows smoking during certain periods outside the firehouse, and signage has been installed to indicate where these specific areas are located.*

**Q. Are firefighters allowed to engage in other activities when they are not responding to calls or maintaining their equipment?**

*A. Yes, other activities are allowed. While the Department is very comfortable with the existing style of management, they felt it was important to include this provision in the Agreement in the event there was a change in management.*

**Q. Do we currently have the position of Assistant Fire Chief?**

*A. At this point, we do not. However, this Agreement takes into consideration what might be included in the future.*



Councilmember Smotherson thanked Mr. Rose and Chief Hinson for addressing his last-minute questions. He stated he was pleased to learn that a process has been established to ensure that every employee performs tasks associated with EMS. And that the NFPA standards require a minimum of four firefighters be at all times. However, he would also like to make sure the City is not putting itself in a precarious position by including the language about maintaining thirteen employees in this contract.

Mr. Rose stated he believes the Proposed Agreement; which has been drafted to make sure U City's Fire Department has the appropriate level of staffing to perform its work is in the best interest of the City. So, a minimum of thirteen employees was included in the contract because it is consistent with NFPA standards. He stated while Council is not required to adopt the CBA as presented, he would strongly recommend that it be approved because when you start to deviate from standards that have been established by experts in the field you might be placing yourself in a precarious situation of having to explain the rationale behind that deviation.

Councilmember Smotherson stated while he certainly understands that rationalization, he does not understand why a specific number needs to be in the contract since the City has already demonstrated the capacity to manage itself by adhering to the NFPA and SAFER Grant regulations.

Mr. Rose stated his recommendation to include this number is based on the belief that it puts the City's firefighters in the safest position; which is why the standard was created. However, there is no requirement that the Mayor and Council adopt this CBA as it has been presented.

Councilmember Clay stated although he does not have an issue with the inclusion of this language, he thinks Councilmember Smotherson's question is why does it have to be included in the contract if it has already been established as a standard?

Mr. Rose stated discussions were held between members of the Union and staff regarding the need to include several issues within this contract. And their point of contention was that although they are confident that this current administration will take actions that are in the best interest of the Department and its community, they are apprehensive about the unknown as it relates to potential changes in management over the next five years. He stated it's also a requirement for any future attempts by the Department to obtain additional grants.

Mayor Crow stated while he understands the point being illuminated, he thinks the inclusion constitutes good practice in that it parallels the standards. And based on past experiences when policies were changed with only 48 hours notice, he can definitely identify with their concerns about what might happen if there is a change in management.

Councilmember Hales moved to approve the CBA as presented, it was seconded by Councilmember Klein and the motion carried unanimously.

## **L. UNFINISHED BUSINESS**

- 1. BILL 9410 - AN ORDINANCE APPROVING AN AMENDED AND RESTATED PETITION TO ESTABLISH A COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT AS A POLITICAL SUBDIVISION OF THE STATE OF MISSOURI; DIRECTING THE CITY CLERK TO NOTIFY THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT OF THE CREATION OF THE DISTRICT; AND APPROVING A DISTRICT PROJECT AGREEMENT IN CONNECTION THEREWITH.** Bill Number 9410 was read for the second and third time.

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

Roll Call Vote Was:

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

**Nays:** None.

## **M. NEW BUSINESS**

### **RESOLUTIONS**

- 1. Resolution 2020-9 – Municipal Park Grant – Ackert Park**

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

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

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

Councilmember Cusick stated even though he is not the official liaison for the Commission on Stormwater Issues, he would like to let everyone know that the Commission met for the first time last Tuesday to formalize their priorities. And in light of the recent flooding that occurred last week, one of their priorities will be to establish an early warning flood system.

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

Mayor Crow announced that Councilmember Klein had experienced some technical difficulties and was no longer on the call (disconnected from 6:56 p.m. to 7:02 p.m.); so, he would start with Item (b).

### **a) Mayor Pro Tem**

Requested by Mayor Crow and Councilmember Smotherson

Mayor Crow stated although members can nominate whomever they please, the history and protocol this Council has followed is that the longest-serving member becomes the Mayor Pro Tem.

Councilmember McMahon nominated Councilmember Smotherson as Mayor Pro Tem, it was seconded by Councilmember Hales.

Councilmember Cusick asked Councilmember Smotherson if he was agreeable to serving as the Mayor Pro Tem? Councilmember Smotherson stated that he was.

Voice vote on Councilmember McMahon's motion carried unanimously.

Councilmember Smotherson thanked everyone for their support stated that he just purchased a new gavel because he plans to take his responsibilities very seriously; as he joyfully displayed an extremely oversized gavel.

### **b) The Naming of Streets and Parks**

Requested by Mayor Crow

Mayor Crow stated he thinks many residents are unaware of the history behind the naming of some of the City's streets, parks, and schools. And so, he would like to thank the Holy Communion Episcopal Church for bringing this issue to staff's attention because he believes his colleagues, as well as the community, welcomes the opportunity to understand, appreciate, and hopefully rectify some of the concerns that have been expressed. He stated while there may be limitations with some of the streets; i.e., Jackson, which encompasses both U City and Clayton, he would like the results to be thoughtful, considerate, and accomplished within a relatively short period of time.

So, to generate a point of discussion his suggestion would be the creation of a Task Force. Each member of Council would appoint one person, a member of staff could act as the liaison, and it could include members of the community. The designated timeframe for the completion of this task would be 90 to 120 days, and if necessary, Mayor Crow stated he could appoint the chairperson.

Mayor Crow stated since U City is not the first community to undertake this type of review, it may not be necessary to recreate the wheel. Council does not have any control over the School District, but his understanding is that they are waiting for this body to take the lead. He stated this is merely a suggestion, so at this point, he would like to open the floor up to hear comments or other recommendations.

Councilmember Clay stated several members of the community have expressed concerns about the names associated with some of the City's streets, so he appreciates the Mayor bringing this issue forward. He agreed with the process outlined by the Mayor, and his belief that other communities have tackled this kind of a review. In fact, the County is undergoing something similar. Councilmember Clay stated while he does not know if there is an opportunity to tie into the County's process, he definitely does not want the City's course of action to be delayed for the sake of pursuing something bigger.

Mayor Crow agreed that it would be appropriate to make outreach to the County and other municipalities.

Councilmember Hales stated since Council has a rule about serving on various Commissions, his question is whether current members of the City's Boards and Commissions would be excluded from participating in this process?

Mayor Crow stated his thinking is that this group would take on the form of a Task Force or Steering Committee. And since the shelf life of this review will be limited to 90 to 120 days; or a little longer if necessary, he does not think anyone should be precluded from participating. Councilmember Hales asked whether any thought had been given to how this group could work with Clayton on the potential renaming of Jackson? Mayor Crow stated the City of Clayton has a broader set of issues specifically related to the incident that took place at IHOP. But at this point, their Mayor has simply asked that we keep them informed as we move forward.

Mayor Crow stated he is also uncertain whether Dorsett; a street in the 2nd Ward which residents have expressed concerns over, has any connection with Dorsett Road in Maryland Heights. However, since it only consists of three or four blocks, a name change may have little or no impact on Maryland Heights. And while he certainly does not want to insinuate that the old guard should be saddled with making these decisions, it would be extremely valuable to reach out to residents like Elsie Glickert, Frank Ollendorff, or even the Historical Society to learn the history behind some of these street names.

Mayor Crow asked his colleagues if they were in agreement that the Task Force be comprised of seven members?

Councilmember McMahon asked if the Task Force's duties would be to identify the streets they would like to see renamed and suggest new names for each one? Mayor Crow stated with the understanding that all final decisions will be made by Council; their recommendation should include streets that should potentially be renamed and suggestions on what those new names should be. Councilmember McMahon stated that clarification should help Council identify whether members should consist of historians or folks entrenched in issues around diversity. Mayor Crow stated in order to create a more vibrant group he would prefer to have a mix of both traits.

Mayor Crow stated at this point he would like to get some input from the City Manager as to his thoughts about the process being proposed, and the City Attorney, regarding the appropriateness of proceeding with a motion and vote, since this was an addition to tonight's Regular Agenda.

Mr. Rose stated staff can support this type of provisional Task Force, and he is comfortable with the concept of reaching out to other municipalities to learn more about their experiences. He stated that he has a working relationship with the City Manager of Clayton and will keep him informed regarding any action U City takes regarding Jackson.

Mr. Mulligan stated if Council feels they have enough information, a motion and vote could be taken tonight. The other option would be to draft a Resolution documenting all of the fine points that could be presented at the next meeting.

Mayor Crow stated his preference would be to draft a Resolution and hopefully have a list of potential members by the next meeting. But before making any decision he would solicit comments from his colleagues.

Councilmember Smotherson asked if the names should be submitted to the City Clerk? Mayor Crow stated that would be perfect.

Councilmember Clay stated while it would be helpful to have a written document to share with potential members, he should be able to recruit without one.

Mayor Crow asked the City Manager and City Attorney if they would work together to draft a Resolution? Mr. Mulligan stated that he would begin working on it right away. Mr. Rose concurred with Mr. Mulligan.

Mayor Crow stated the next meeting is September 14th, but in the interim perhaps the City Clerk could provide Council with some talking points. He stated he does not see the need to conduct a special meeting, but if the City Manager has something he would like to bring forward before the fourteenth, this could easily be added to that Agenda.

## **O. COUNCIL COMMENTS**

Councilmember Hales stated as we've discussed the merits of our first responders, there is something that was not talked about that he would like to share. Friday night there was a fire on the deck of a condo along North and South Road and the first unit to respond was an ambulance.

Two firefighters/paramedics removed the resident from the unit and returned to extinguish the fire before the fire truck; who was on another call, was able to respond. And according to one of his friends who lives in the complex, there was extensive damage. So that minute and a half difference between the arrival of the ambulance and the fire truck made a significant impact.

Councilmember Hales stated oftentimes we simply don't think about the valuable resources EMS provides to this community; therefore, he would like to thank the City Manager and Council for the actions they took to bring this service back in-house.

Mayor Crow informed Council that a draft of the City liaison appointments will be issued by the City Clerk. However, if someone determines that a time does not work with their schedule please let Ms. Reese know so the appropriate adjustments can be made.

- P.** Motion to go into a Closed Session according to Missouri Revised Statutes 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives or attorneys and (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration.

Councilmember Hales moved to go into a Closed Session, it was seconded by Councilmember Klein.

Roll Call Vote Was:

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

**Nays:** None.

**Q. ADJOURNMENT**

Mayor Crow thanked everyone for joining and closed the regular City Council meeting at 7:18 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 8:14 p.m.

LaRette Reese  
City Clerk

To: University City Council

Date: August 7, 2020

Subject: What I value most about living at the Crown Center in University City

Grumpy old men (and women)? Not at the Crown Center!

What I like best about living at the Crown Center for Senior Living is the community of caring established and fostered by the staff. It starts when we first move in — someone is assigned to be our ambassador, ready to help us learn about our new place. This accomplishes two things — (1) we have the beginnings of a possible new friendship, and (2) we quickly learn about activities being offered and where to find things like our small in-house library, the fitness center, and the trash chutes.

Among the optional activities (before the pandemic shutdown) was going out for lunch and/or shopping on the Crown Center bus, getting out into the area around us. I like being able to visit the Loop for the ambience (the atmosphere and character) of the restaurants, the bookstores (Half Price near us and Subterranean in the Loop), and the U-City library with its delivery of books to homebound patrons. I like that we have a grocery store within walking distance (one block).

Best of all, I appreciate that the Crown Center quickly jumped into action when we first heard about COVID-19 and closed all public spaces within our buildings. Because of that and requiring that we all wear masks and socially distance ourselves, no elderly resident here has contracted the virus. To counteract our loneliness, Crown has delivered meals to our apartments five days a week, if we wish, and has sent care packages to each of us with ideas for activities.

Both staff and residents have been calling to check up on people and figuring out ways to "gather" via Zoom and conference calls. I like that Crown invites any senior in the neighborhood to participate in meals and other activities. I like that we're all in this together. This is the best place I've ever lived.

Sincerely,

Bonnie S. Jacobs  
8350 Delcrest Drive  
Apartment 605  
University City, MO 63124

August 4<sup>th</sup>, 2020

University City Council Members  
City of University City  
6801 Delmar Boulevard  
University City, MO 63130

Dear Council Members:

With this letter I would like to formally express my support for the application by Crown Center for Senior Living in University City (8350 Delcrest Drive) to receive tax abatement for their new building project.

This project, when implemented, will greatly enhance the lives of hundreds of older adults in University City who have limited resources. Plans for the building have been submitted to the Council.

Crown Center has provided compassionate and comprehensive affordable housing and supportive services for low income senior adults in and around University City since 1967. Today, Crown Center is home to 275 older adults, all of whom qualify as having low, very low, or extremely low incomes as defined by the U.S. Department of Housing and Urban Development. The Weinberg Building, built in 1995, is home to about 150 low and extremely low income seniors. In addition to housing, a distinct not-for-profit entity, Crown Center was created to provide social and nutrition services, transportation, education, and social and wellness programming to residents of Crown Center and of the surrounding community.

As the leader of a national organization with a "successful aging" mission, and a long standing program partner with Crown Center, I have a clear sense of how valuable an exceptional affordable housing provider can be to a community. Crown Center not only provides housing for their residents, but executes on core values of aging with dignity, purpose, and a sense of community. The program partnership with Oasis brings exercise, music, and lifelong learning programs into Crown Center, and the Crown Center community of seniors are not just "aging in place" they are thriving in a supportive and stimulating environment that is truly a model for how to make low income housing more than just a basic need, Crown Center provides a home and a community for their residents.

This application is crucial for our shared community. I encourage you to look favorably on this application from Crown Center for Senior Living (8350 Delcrest Drive).

Sincerely,



Paul Weiss, Phd.

President

The Oasis Institute

[pweiss@oasisnet.org](mailto:pweiss@oasisnet.org)



August 6, 2020

University City Council Members  
City of University City  
6801 Delmar Boulevard  
University City, MO 63130

Dear Council Members:

With this letter, I would like to formally express support for the application by Crown Center for Senior Living in University City (8350 Delcrest Drive) to receive tax abatement for their new building project which has been submitted to the Council. This project, when implemented, will greatly enhance the lives of older adults in the University City community, particularly those with limited resources.

Crown Center is committed to creating a vibrant and engaged community in which all seniors thrive. They have provided compassionate and comprehensive affordable housing and supportive services for low-income senior adults in and around University City since 1967. Their mission includes services that reach beyond their residents. They offer programming and services, free or at nominal cost, to seniors throughout our geographic area.

COCA – Center of Creative Arts - has partnered with the Crown Center for several years, to provide arts programming as part of their offering of social and wellness services. The Crown Center is vital to our community, especially our senior citizens.

This application is crucial for our shared community. I encourage you to look favorably on this application from Crown Center for Senior Living (8350 Delcrest Drive).

Sincerely,

A handwritten signature in black ink that reads "Kelly Pollock". The script is fluid and cursive.

Kelly Pollock, Executive Director



Dear University City Council,

I'll like to start by saying I have always cherished living in University City. I first set up residence in 1976 and had the opportunity to raise 5 amazing kids in this diverse community. I moved away for 10 years. I returned in 2004 and became a resident of Crown Center Senior Living.

My stay at Crown Center has truly been a blessing. I love staying at Crown Center because of the diversity of the residents. It is truly affordable and offer a wide range of activities. The staff is remarkable. They do an excellent job in assisting the residents in many needed programs.

I am a diehard of a city that I love which is U City. As well as that, I the love Crown Center and the residents of Crown Center.

Sincerely

Genies Jordan  
Crown Center resident  
8350 Delcrest Drive, Apartment 1005





Dear City Council,

One of my most difficult (but best ever) decisions has been to move to Crown Center, a very special place in University City.

The location is ideal, and so convenient for stores, restaurants, parks, and transportation. And what a bonus to be able to safely walk the Centennial Greenway.

I especially appreciate the diversity and friendliness of my fellow residents, which incidentally closely mirrors University City itself.

The very caring support staff provide numerous programs on a variety of topics: fitness, music, art, cooking, etc. and also regular bus trips.

Crown is a very caring community, and particularly in these pandemic times I've come to appreciate the staff more than ever for the excellent job they are doing, especially to keep us all safe.

Although they are currently working off-site, there is no feeling that we have been abandoned or neglected. There are constant letters, care packages, books, puzzles, and the knowledge that the staff members are just a phone call away.

Yes, certainly one of my best ever decisions. Viva Crown!!

Miriam Roth  
Crown Center  
8350 Delcrest Drive #1002



August 5, 2020

Dear Members of the City Council of University City,

I encourage you to support the tax abatement proposal for Crown Center Senior Living which is to be discussed at the next Council meeting.

I have lived at Crown Center since 2016. Without Crown Center I would definitely be struggling to find housing security for my senior years. Crown Center is exactly the type of housing that should be offered across the nation—I guess it's not surprising that such a remarkable place is in University City.

Here at Crown Center I participate in two book discussion groups and use our library often; I am able to enjoy a meal in the café with my fellow residents; in the activity center I use the exercise equipment no matter what the weather conditions are. Although I am still quite independent, I know that in the future Crown Center will help me maintain my independence as long as possible. I am tremendously grateful to be a Crown Center resident.

The staff know how to provide programs, services, activities, and special events without “blowing the budget”, which in turn makes me more financially secure. As a member of the Resident Council Board I can depend on the staff to support our events. The buildings are well-maintained and clean, special events are delightful, and services are thorough and easy to get. Crown Center is the common-sense housing solution for seniors. It truly is an outstanding community and organization.

You can be confident that the Board, staff, and residents of Crown Center will be grateful for your support of the tax abatement proposal--the benefits that the new building will provide will be an asset for the entire University City senior population. I take great pride in telling people that I live in University City, and Crown Center contributes to that pride.

Thank you for your careful consideration of the proposal.

Yours truly,

*Rise Gilliom*

8350 Delcrest Drive Apt. 801

University City, MO 63124



August 4, 2020

University City Council Members  
City of University City  
6801 Delmar Boulevard  
University City, MO 63130

Dear Council Members:

With this letter I would like to formally express my support for the application by Crown Center for Senior Living in University City (8350 Delcrest Drive) to receive tax abatement for their new building project.

This project, when implemented, will greatly enhance the lives of hundreds of older adults in University City who have limited resources. Plans for the building have been submitted to the Council.

Crown Center has provided compassionate and comprehensive affordable housing and supportive services for low income senior adults in and around University City since 1967. Today, Crown Center is home to 275 older adults, all of whom qualify as having low, very low, or extremely low incomes as defined by the U.S. Department of Housing and Urban Development. The Weinberg Building, built in 1995, is home to about 150 low and extremely low income seniors. In addition to housing, a distinct not-for-profit entity, Crown Center was created to provide social and nutrition services, transportation, education, and social and wellness programming to residents of Crown Center and of the surrounding community.

This application is crucial for our shared community. I encourage you to look favorably on this application from Crown Center for Senior Living (8350 Delcrest Drive).

Sincerely,

Irian Bursak  
Administrator  
AW Health Care

University City  
7208-7216 Balson Ave.  
St. Louis, MO 63130  
p. 314.726.5600  
f. 314.756.9317

Wentzville  
24 West Main St., Ste. 218  
Wentzville, MO 63385  
p. 314.726.5600  
f. 636.235.4267

Illinois  
#5 Schiber Ct., Ste. E  
Maryville, IL 62062  
p. 618.344.8800  
f. 618.344.8020

August 7, 2020

Dear University City Council:

Crown Center has felt like home to me from the moment I met with Randi to apply to live here. I had been away from my hometown for ten years and when I decided to move back, I needed an affordable home since I am on social security. I was advised to look into Crown Center mainly because it was close to Overland, where I grew up. I always considered University City to be a family-oriented, people-focused place to live, so I checked into Crown Center first. Since that first meeting I knew Crown was where I was meant to be. Diversity is so important to me and the caring, friendly nature of the staff is unparalleled in my experience. When I have a concern, a solution is worked out. We celebrate our joys and share in the sorrow of our losses. Losing one of our community is the worst part of living here, but the peace we find when we come together to celebrate those whom we have lost is one of the best parts. Since the pandemic, various staff have been in regular contact with residents, making sure we are doing okay and asking how they can help us cope and stay active.

Crown Center offers so many rich opportunities/activities to connect with others and to enjoy hobbies they love. There are opportunities to garden, both individually and collectively; there are opportunities to enjoy jigsaw puzzles, word games, adult coloring sessions, exercise sessions, arts and crafts activities, book clubs, etc. We have trips to museums and theatre, the Botanical Gardens, restaurants. We have student groups and community groups presentations and activities. We have in-house opportunities for discussions of topics of interest to seniors. Nikki holds "Nosh with Nikki" every few months to keep us informed of goings-on at Crown. We have the Circle@Crown Café for residents and community members to meet and enjoy activities and conversation, the Culinary Kitchen for regular cooking demonstrations, Saturday movies in the Theatre room.

We have ways to volunteer and give back through time at the Welcome Desk during office hours, to keep our small library updated with book donations, to host the monthly birthday bash, to serve during the weekday meals for our meals program. And that is just the tip of the iceberg.

We have partnerships with Oasis and other groups. The University City Library has home delivery every three weeks, Royal Bank comes weekly to take care of our banking needs. Until this year, Crown Center was our polling place for two precincts.

We are within walking distance of Walgreens, Schnucks, and the stores at Ladue Crossing, Half Price Books, Jilly's, House of India, and Pasta House. We are down the street from the Loop, Dewey's, Frida's, and Starbucks.

With all this happening daily, I wouldn't want to live anywhere else. I am home. I hope the Council will make sure our new building plans can happen, so that Crown Center's mission of serving the senior community can continue.

Sincerely,

Donna M. Carey, Crown Center resident  
8348 Delcrest Drive, Apartment 1F

**From:** [Edward McCarthy](#)  
**To:** [Council Comments Shared](#)  
**Cc:** [Greg Pace tcpace2@swbell.net](#)  
**Subject:** Collective Bargaining Agreement Fire  
**Date:** Monday, August 10, 2020 4:47:19 PM

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**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

My Name is Edward McCarthy my residence is 7101 Princeton Ave.

Mr. Greg Pace previously wrote the council members an email pointing out the Unnecessary Restrictions placed in the Agreement with Union 2665.

We do not need MINIMUMS for personnel in any department, especially under the current economic conditions.

You as a council do not know what is going to happen over the next 3 years so why are you tying the hands of the citizens with these requirements?

WHAT YOU DO KNOW IS REVENUE IS DOWN and we have non-essential and excess Firemen working for us. Not a good idea at this time.

PULL THIS FROM THE CONSENT AGENDA and then TABLE IT.

University City does not deserve this agreement.

VOTE NO or TABLE THIS AGREEMENT.

Thanks,

Edward J. McCarthy CPA  
McCarthy & Company  
928 North McKnight Road  
Saint Louis, Missouri 63132  
314-725-5952 / fax 314-725-1112  
[www.mccarthycompany.com](http://www.mccarthycompany.com)  
[edward.mccarthy@mccarthycompany.com](mailto:edward.mccarthy@mccarthycompany.com)



## Council Agenda Item Cover

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**MEETING DATE:** September 14, 2020

**AGENDA ITEM TITLE:** Liquor License for **Family Dollar Store #26548, 7318 Olive Blvd.**

**AGENDA SECTION:** Public Hearing

**CAN THIS ITEM BE RESCHEDULED?** No

**PREPARED/SUBMITTED BY:** Keith Cole, Director of Finance

### BACKGROUND REVIEW:

**Family Dollar Store #26548** has applied for **Intoxicating Liquor Not More Than 22%, by the Package, Retail** liquor license including **Sunday Liquor License**.

The Applicant / Managing Officer is Michael Mullooly.

- 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.
- 2019 personal property tax record for the applicant indicates payment of taxes.
- Current voter registration documentation for the applicant was provided.
- Correspondence Letters regarding 150 feet Notice Requirement was sent to meet the required 10-day notice.







## Council Agenda Item Cover

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**MEETING DATE:** September 14, 2020

**AGENDA ITEM TITLE:** Liquor License for **Family Dollar Store #26548, 7318 Olive Blvd.**

**AGENDA SECTION:** Consent

**CAN THIS ITEM BE RESCHEDULED?** No

**PREPARED/SUBMITTED BY:** Keith Cole, Director of Finance

### BACKGROUND REVIEW:

**Family Dollar Store #26548** has applied for **Intoxicating Liquor Not More Than 22%, by the Package, Retail** liquor license including **Sunday Liquor License**.

The Applicant / Managing Officer is Michael Mullooly.

- 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.
- 2019 personal property tax record for the applicant indicates payment of taxes.
- Current voter registration documentation for the applicant was provided.
- Correspondence Letters regarding 150 feet Notice Requirement was sent to meet the required 10-day notice.

### RECOMMENDATION:

City Manager recommends the approval of the Liquor License.

### Attachments:

1. Inter-Office Memorandum Report from Police Department
2. Correspondence Letters (2)



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 checked="" 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   |

<b>I. BUSINESS APPLYING FOR LICENSE:</b>			
<b>A. BUSINESS NAME AND TYPE</b> Family Dollar Stores of Missouri, LLC D.B.A. Family Dollar Store #26548			<input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company
<b>B. DESCRIPTION OF PREMISES AND ADDRESS:</b> DESCRIPTION: <u>Stand alone brick one story building</u> ADDRESS: <u>7318 Olive Blvd St. Louis, MO 63130</u> HOURS OF OPERATION: <u>8am to 10pm Daily</u>			<b>C. PHONE:</b> <u>(314)726-1958</u>
<b>II. MANAGING OFFICER:</b>			
<b>A. NAME: (LAST)</b> Mullooly		<b>(FIRST)</b> Michael <b>(MIDDLE INITIAL)</b>	
<b>B. ADDRESS, CITY &amp; ZIP CODE:</b> 441 Woodbine CT Arnold, MO 63010			<b>C. PHONE:</b> 757-698-7593
<b>D. DATE OF BIRTH:</b>		<b>F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)</b>	
<b>G. PREVIOUS ADDRESS: (IF NOT AT PRESENT ADDRESS FOR 5 YEARS OR MORE)</b> 2039 Azalee Lane Summerville, SC 29483			
<b>H. IF FOREIGN BORN, PLEASE STATE COUNTRY, PLACE AND STATE OF NATURALIZATION:</b> N/A			
<b>I. MISSOURI RESIDENT SINCE: (MONTH &amp; YR)</b> February 2018		<b>K. TOWNSHIP:</b> City of Arnold	
		<b>L. COUNTY:</b> Jefferson	
<b>M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT:</b> Managing Officer			
<b>N. NAME OF CORPORATION, PARTNERSHIP OR CLUB: (IF APPLICABLE)</b> Family Dollar Stores of Missouri, LLC			
<b>FOR PARTNERSHIP OR LIMITED PARTNERSHIP</b>		<b>NUMBER OF MEMBERS:</b>	
<b>A2. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL PARTNERS: (USE PAGE 7 IF NECESSARY)</b> N/A			
<b>FOR CORPORATION OR LIMITED LIABILITY COMPANY</b>		<b>NUMBER OF MEMBERS:</b>	
<b>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)</b> Please See Attached Member List			
<b>OTHER PERSONS</b>		<b>NUMBER OF MEMBERS:</b>	
<b>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)</b> None			
<b>B4. IN WHAT TYPE OF BUSINESS IS EACH OF THE ABOVE PERSONS ENGAGED: (USE PAGE 7 IF NECESSARY)</b> N/A			

# Family Dollar Stores of Missouri, LLC

Position	Name	Address	D.O.B.	S.S./FEIN	Ownership
Managing Officer	Michael Mullooly	441 Woodbine Ct Arnold, MO 63010			0%
President	Lonnie McCaffety	313 Cawdor Crossing Chesapeake, VA 23322			0%
Secretary	William Old Jr.	111-B 84 <sup>th</sup> Street Virginia Beach, VA 23451			0%
Assistant Secretary	Sandra Boscia	127 Meadow Brook Road Charlotte, NC 28221			0%
Vice President Treasure	Roger Dean	2904 Ryan Court Virginia Beach, VA 23456			0%
Vice President-Tax	Jonathan Elder	808 Forest Glade Drive Chesapeake, VA 23322			0%
Vice President	Deborah Miller	428 58 <sup>th</sup> Street Virginia Beach, VA 23451			.0%
Senior Vice President	Christopher Williams	2400 Kestrel Lane Virginia Beach, VA 23456			0%
Vice President	Bruce Walters	2693 Nestlebrook Trail, Virginia Beach, VA 23456			0%
Vice President Assistant Secretary	Shawnta Totten- Medley	1214 Copper Knoll Ln Chesapeake, VA 23320			0%
Assistant Secretary	Clinton York	423 Wisdom Path Chesapeake, VA 23322			0%
Senior Vice President	Todd Littler	3609 Trading Place Virginia Beach, VA 23452			0%
Assistant Secretary	Dana Hay	319 Vespasian Circle Chesapeake, VA 23322			0%
Member	Family Dollar Stores, Inc.	500 Volvo Parkway Chesapeake, VA 23320			100%

**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?)

N/A

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?)

N/A

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?)

N/A

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)

Sale of general merchandise which includes, dry goods, apparel and accessories, small wares, hardware, toys, automotive products, food, and packaged beer and wine."

L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ 353,000 OTHER (INCLUDING LIQUOR) \$ \_\_\_\_\_

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):

The Kings Christian Day Care - 7330 Olive Blvd, University City, MO 63130 approximately 150 feet away from premise.

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 Michael Mullooly 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.

Michael Mullooly 12/19/19  
Michael Mullooly  
SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 19th OF December 20 19.

Daniel Wichern  
NOTARY PUBLIC

MY COMMISSION EXPIRES: June 18, 2023



THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief	<u>Chief L. Hampton</u>	Date: _____
Comments:		
Community Development	<u>[Signature]</u>	Date: _____
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)
Mullooly	Michael	Mullooly

B. BUSINESS NAME:	PHONE NUMBER:
Family Dollar Stores of Missouri, LLC D.B.A. Family Dollar Store #26548	(314)726-1958

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.

 Michael Mullooly  
Signature of Applicant

Managing Officer  
Title of Applicant

12/19/19  
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 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: \_\_\_\_\_



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**

(Attach additional sheet if necessary)

## VII. ADDITIONAL INFORMATION

USE THIS SHEET FOR ANY ADDITIONAL INFORMATION. LIST PAGE, SECTION, AND LETTER TO WHICH THE INFORMATION APPLIES.

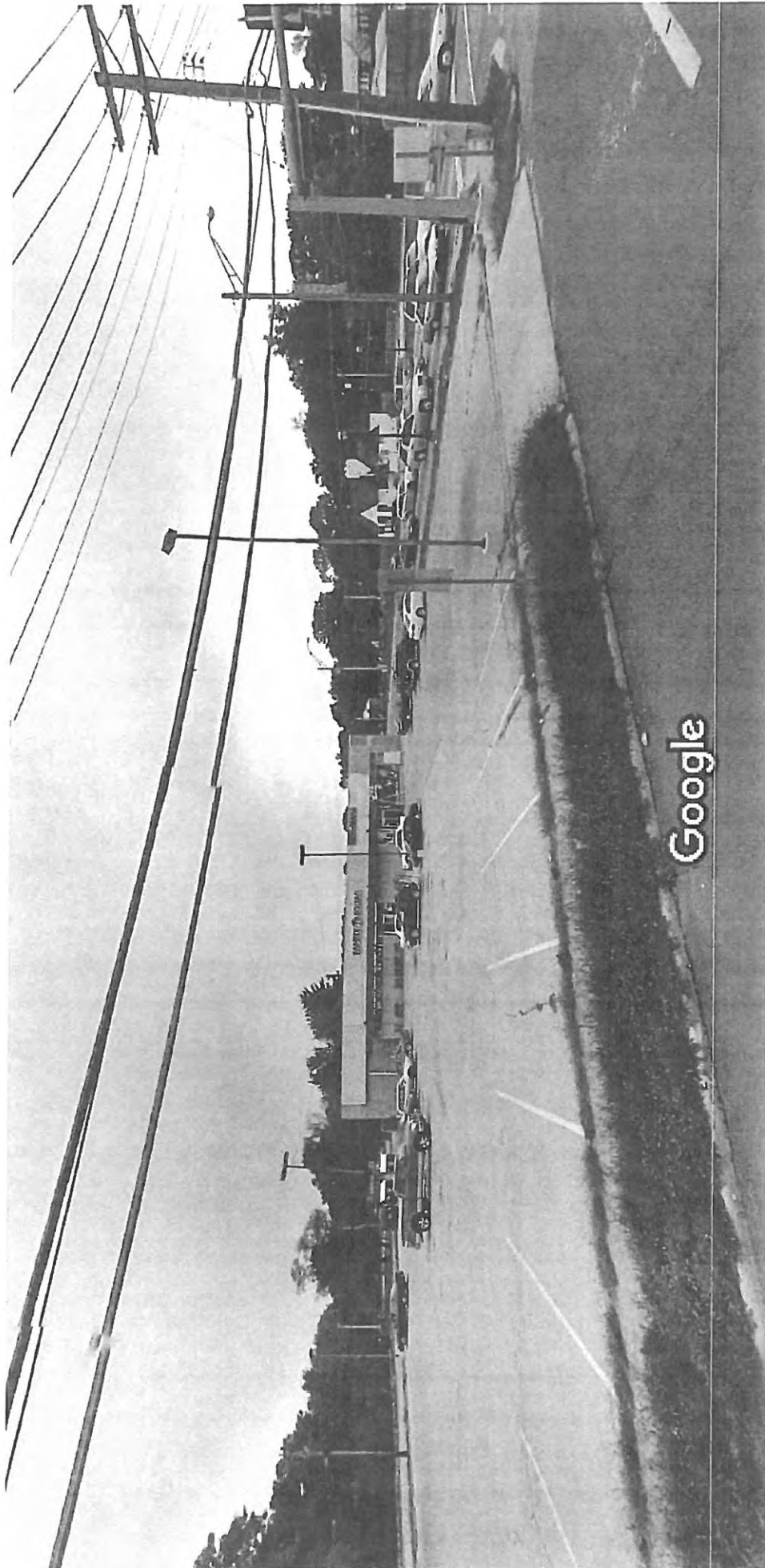
[illegible]

**7318 Olive Blvd St. Louis, MO 63130 – University City**

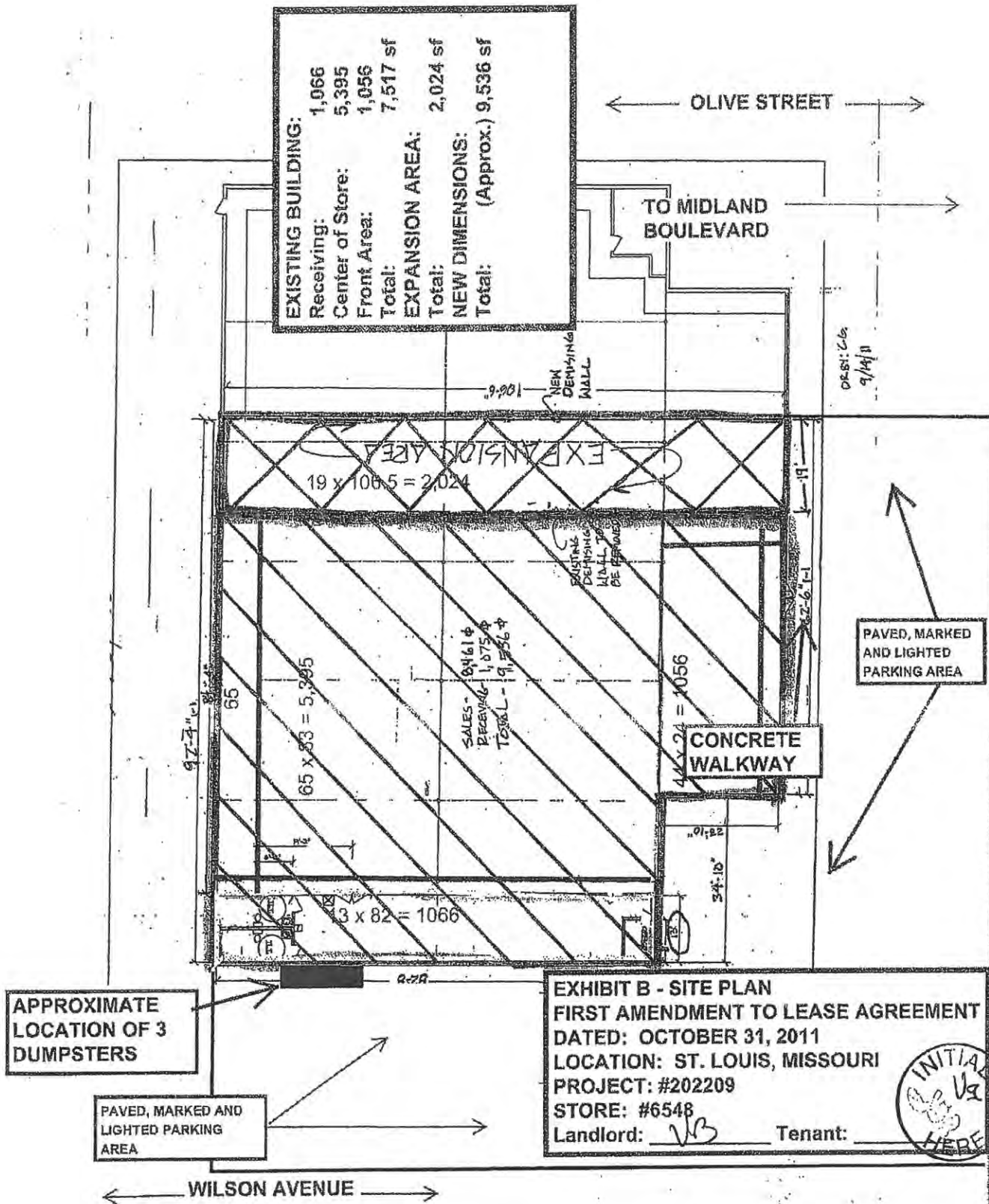
Family Dollar Stores of Missouri, LLC d/b/a Family Dollar Store# 26548 is seeking to apply for an original package, beer/wine license for use in the jurisdiction of University City. Family Dollar is a general merchandising retail business that sells a number of lines of merchandise which include but is not limited to dry goods, apparel and accessories, furniture and home furnishings, small wares, hardware, toys, automotive products, food, adding packaged beer and wine sales.

**DESCRIPTION OF PREMISES**

A certain premises situated in the shopping center located at the southwest corner of the intersection of Olive Boulevard and Midland Boulevard, in the City of St. Louis (University City), County of St. Louis, State of Missouri, and being that space including the roof and exterior walls containing approximately 9,536 square feet all identified by Family Dollar as Store #26548. Beer shall be displayed in refrigerated coolers on the perimeter store walls; Wine will be displayed for sale on temporary and fixed display shelves throughout the premise; each area being identified on the enclosed floor plan.







**EXHIBIT B - SITE PLAN**  
**FIRST AMENDMENT TO LEASE AGREEMENT**  
**DATED: OCTOBER 31, 2011**  
**LOCATION: ST. LOUIS, MISSOURI**  
**PROJECT: #202209**  
**STORE: #6548**  
 Landlord: VB Tenant: INITIAL HERE



TAXATION DIVISION  
PO BOX 3300  
JEFFERSON CITY, MO 65105-3300



*Missouri*  
**DEPARTMENT OF REVENUE**

Telephone: 573-751-5860  
Fax: 573-522-1722  
E-mail: [businesstaxregister@dor.mo.gov](mailto:businesstaxregister@dor.mo.gov)

FAMILY DOLLAR STORES OF MISSOURI LLC  
500 VOLVO PKWY  
CHESAPEAKE, VA 23320-1604

07/08/2020

### **CERTIFICATE OF NO TAX DUE**

RE: MISSOURI ID 12160113  
Notice Number 2015377671

The Department of Revenue, State of Missouri, certifies that the above listed taxpayer/account has filed all required returns and paid all SALES TAX due, including penalties and interest, or does not owe any SALES TAX, according to the records of the Missouri Department of Revenue, as of 07/08/2020, except for the period(s) that are under bankruptcy proceedings. These records do not include returns that are not required to be filed as of 07/08/2020 for taxes previously collected or that have been filed but not yet processed by the Department.

This statement only applies to SALES TAX due and 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



SITE ADDRESS 441 WOODBINE CT  
ARNOLD, MO 63010

LEGAL DESCRIPTION
Parcel # 02-8.0-27.0-2-001-005.14
FOREST WOODS 5
LOT 11
Section: 27 Township: 43 Range: 5 Acres 1.89

MULLOOLY, MICHAEL W  
441 WOODBINE CT  
ARNOLD, MO 63010

**2019 REAL ESTATE  
COUNTY OF JEFFERSON**

Lending Code: 94

**VALUATION**

38,400 RESI  
0 AGRI  
0 COMM  
38,400 TOTAL

**TAX RATE**

7.5069

	TAX AMOUNT
STATE TAX	\$11.52
COUNTY TAX	\$1.73
HEALTH UNIT TAX	\$41.20
ROCK AMBULANCE	\$82.48
JEFFERSON COLLEGE	\$126.64
FOX SCHOOL	\$1,731.96
ROCK COMM FIRE	\$473.59
JC DEV DISABILITIES	\$34.94
SHERIFF DEPARTMENT	\$134.40
PARK TAX	\$10.44
MENTAL HEALTH TAX	\$34.94
LIBRARY / C1 & C6	\$106.48
ROAD & BRIDGE TAX	\$92.31

TOTAL TAX	2,882.63
INTEREST / PENALTY	0.00
FEES	0.00
AMOUNT PAID	Paid on 2,882.63
TOTAL DUE IF PAID BY 02/12/2020	12/10/2019 0.00

**KEEP THIS STATEMENT  
FOR YOUR RECORDS**

**BETH MAHN**

COUNTY COLLECTOR  
HILLSBORO, MO 63050

**NOTICE TO TAXPAYERS**

You can now pay your taxes on-line at our web site

[www.jeffcomo.org](http://www.jeffcomo.org)

If you do not have Internet access, you can pay your taxes via IVR by calling 1-877-690-3729. You will be asked for your acct/parcel number and the Jefferson County Jurisdiction Code, which is 3515.

On-line payments and IVR payments can be made with Visa, Master Card, American Express and Discover credit cards. For these payments, you will be charged a fee of 2.4% of the amount of your tax payment. Visa debit cards are accepted for a fee of \$3.95. You can also make your tax payments with e-check for a fee of \$1.50.

After authorization of your payment, you will be issued a confirmation number that you should keep for your records. A paid tax receipt will be mailed to you, as the confirmation number is not valid at the license office. If you receive any other message, please contact our office at 636-797-5406 to verify that your payment was processed correctly.

**DO NOT SEND THE UPPER HALF OF THE BILL. RETURN ONLY THE LOWER STUB WITH PAYMENT.**



02-8.0-27.0-2-001-005.14

**CHANGE OF ADDRESS**

MULLOOLY, MICHAEL W  
441 WOODBINE CT  
ARNOLD, MO 63010


**MAKE CHECKS  
PAYABLE TO:**

BETH MAHN DEPT OF THE  
COUNTY COLLECTOR

PO BOX 100  
729 MAPLE STREET  
HILLSBORO, MO 63050

If delinquent taxes are due,  
the oldest year must be paid  
first. If not paying in a month  
specified please call for a  
corrected amount.

**AMOUNT OF 2019  
BILL IF PAID IN 2020**

JAN	0.00
FEB	0.00
MAR	0.00
APR	0.00
MAY	0.00
JUN	0.00
JUL	0.00
AUG	0.00
SEP	0.00
OCT	0.00
NOV	0.00
DEC	0.00

**Taxes Due**



## Check Your Voter Registration

Yes, Michael Mullooly is registered at 441 WOODBINE CT ARNOLD, 63010

Your precinct is 42.A.01. To view your polling place and a listing of candidates and issues on the next ballot, please visit our [Voter Outreach Portal](#)



## Inter-office Memo



Date: 04/10/20

TO: Colonel Larry Hampton DSN 391  
FROM: Lieutenant Shawn Whitley DSN 372  
SUBJECT: 7318 Olive Blvd (Liquor License Application)  
CC:

---

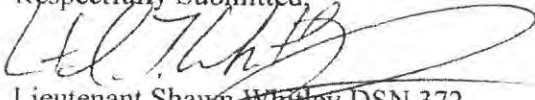
Sir,

**Applicant:** Michael Mullooly  
**Address:** 441 Woodbine Ct., St. Louis, MO. 63013  
**D.O.B.**  
**SSN:**  
**Phone:** 917-626-4207

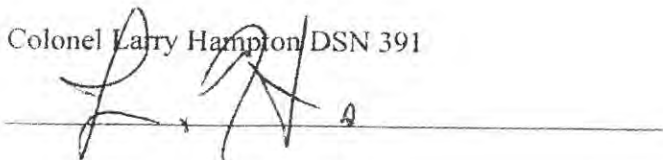
**Name of Business:**  
Family Dollar Store # 26548  
7318 Olive  
University City, Mo. 63130  
314-726-1958

I have reviewed the findings of the investigation completed by Detective Eaton concerning the liquor license application submitted by, **Michael Mullooly, located at 7318 Olive Blvd, University City, MO 63130.** Det. Eaton's investigation was thorough and revealed no cause for a denial for a City of University Liquor License as applied for by Michael Mullooly of Family Dollar. However, at the time of this review, we are still awaiting the confirmation that a formal letter was sent and/or received by the King's Day Sanctuary Church located at 7330 Olive, per Municipal Ordinance 600.100.

Respectfully Submitted,

  
Lieutenant Shawn Whitley DSN 372

Colonel Larry Hampton DSN 391





**Department of Planning and Development**

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

April 23, 2020

JoAnn Jackson  
7335 Marilyn Lane  
St. Louis, Missouri 63130

RE: Liquor License Application

Ms. Jackson,

Please accept this letter as official correspondence that the University City, Missouri Planning and Development Department is conducting an application review for a proposed liquor license to sale packaged beer at the Family Dollar Store located at 7318 Olive Blvd. Based upon that review, staff has determined that "The Kings Outreach Ministry", located at 7330 Olive Blvd, could fall under a defined "church" classification requiring a 150-foot notice requirement to all property owners. Therefore, please accept this notice as official correspondence that the University City Planning and Development Department is providing you the required 10-day notice to allow for any comments pertaining to this request in accordance to the provisions of Section 600.100 of the University City Code.

Please feel free to send comments, for the record, via email at [ccross@ucitymo.org](mailto:ccross@ucitymo.org). Please feel free to contact me via telephone at 314-505-8516 if you have any additional questions or require additional assistance.

Respectfully,

Clifford Cross, AICP  
Director of Planning & Development



**Department of Planning and Development**

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

April 23, 2020

Nowilati Musallam Anwar Trustee Etal  
P.O. Box 2198  
Memphis, Tennessee 38101

RE: Liquor License Application

Trustee Agent,

Please accept this letter as official correspondence that the University City, Missouri Planning and Development Department is conducting an application review for a proposed liquor license to sale packaged beer at the Family Dollar Store located at 7318 Olive Blvd. Based upon that review, staff has determined that "The Kings Outreach Ministry", located at 7330 Olive Blvd, could fall under a defined "church" classification requiring a 150-foot notice requirement to all property owners. Therefore, please accept this notice as official correspondence that the University City Planning and Development Department is providing you the required 10-day notice to allow for any comments pertaining to this request in accordance to the provisions of Section 600.100 of the University City Code.

Please feel free to send comments, for the record, via email at [ccross@ucitymo.org](mailto:ccross@ucitymo.org). Please feel free to contact me via telephone at 314-505-8516 if you have any additional questions or require additional assistance.

Respectfully,

Clifford Cross, AICP  
Director of Planning & Development



## Council Agenda Item Cover

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**MEETING DATE:** September 14th, 2020

**AGENDA ITEM TITLE:** Police Department Body Cameras

**AGENDA SECTION:** City Manager Report

**CAN THIS ITEM BE RESCHEDULED?** No

**PREPARED/SUBMITTED BY:** Chief Larry Hampton

### BACKGROUND REVIEW:

This item, if approved would result in the purchase of body cameras for the Police Department. The purchase of eighty (80) body cameras is in addition to the original Capital Improvement plan. The overall cost includes equipment, licenses, warranty, router, and installation.

After numerous trial periods with highly recommended companies, we are recommending WatchGuard Inc. as the company of choice. The Police Department will provide in house hosting on a secure onsite server in order to reduce costs of annual cloud storage fees. The Police Department currently has 20 in-car cameras with WatchGuard Inc. WatchGuard Inc. technology automatically activates during critical situations in addition to Wi-Fi connectivity for increased ease-of-use. The new offering boasts a camera that has pre-event recording and is Wi-Fi- and GPS-enabled. This ultra-rugged body-worn camera with simple controls allows officers to capture high-quality video evidence individually or as part of an integrated in-car system. Due to the functionality, customer service, constant viewing feature and synching feature to the current in-car system, WatchGuard Inc. would fit the needs of the police department.

### RECOMMENDATION:

City Manager recommends approval

### Attachments:

1. Watchguard Inc. Quote
2. Tech Electronic Quote

**Project:**                    **Body Cameras**

**Department:**   **University City Police Department**

**Budget:**                    **\$190,000 through Public Safety Funds or Prop. P funds**

**Project Description:**

Agency executives reported that the use of body cameras are a welcomed and unbiased tool s to ensure the accountability and the integrity of the officers in the field. Years of community perception research have established that officers" attitude, demeanor, responsiveness, and attentiveness toward a citizen determine that citizen's satisfaction with the police service. In fact, the citizen's confidence in the police depends on their perceptions of a police officer's motives more than on whether the outcome of a contact with an officer was favorable to the citizen. The institutionalization of body cameras along with a regular supervisory review process ensures professional accountability in citizen contacts.

Body cameras can improve citizens' confidence in the police profession, enhance the ability to capture and convict violators, record inappropriate police behavior, provide officer safety and provide valuable data in our efforts to ensure homeland security. It is becoming documented that public safety will benefit from having body cameras available to all police officers. Agency executives and community leaders should ensure that adequate resources for the proper management, storage, and retrieval mechanisms in hardware, software, and personnel are provided. There must be appropriate policies and guidelines in place to guarantee that while citizens are being protected their personal privacy is not being violated.

**Current Conditions:**

The Police Department currently has 20 in-car cameras.

**Project Goals:**

**Implementation and installation of 80 body cameras.**



Equipment, Software/licensing, shipping, installation and training – \$190,000

Yearly licensing - \$19,500





## 4RE/VISTA Price Quote

CUSTOMER: University City Police Department

ISSUED: 8/4/2020 12:16 AM

EXPIRATION: 10/27/2020 8:00 PM

,  
,,  
,,,

**TOTAL PROJECT ESTIMATED AT:  
\$168,784.50**

ATTENTION: Chief Larry Hampton

SALES CONTACT: Kenny James

PHONE: 314-725-2211

DIRECT: (214) 785-2615

E-MAIL:

E-MAIL:  
kenny.james@motorolasolutions.com

### V300 Proposal

#### VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-300-BWC-001	V300, Body Worn Camera, 1080P, WiFi/Bluetooth with Removable Battery	80.00	\$995.00	\$99.50	\$71,640.00
VIS-300-VTS-KIT	Transfer Station II Kit, Incl. Power & AC Cables, Label and Docs	9.00	\$1,495.00	\$149.50	\$12,109.50
VIS-300-CHG-001	V300, USB Dock, D300, Desktop Charge/Upload Kit Incl. Power and USB Cables	12.00	\$95.00	\$9.50	\$1,026.00
VIS-300-VEH-002	V300, WiFi Dock, D330, In-Vehicle Charge/Upload Kit, Incl. Cables and Brackets	25.00	\$295.00	\$29.50	\$6,637.50
VIS-300-BAT-RMV	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	15.00	\$99.00	\$9.90	\$1,336.50
WAR-300-CAM-NOF	Warranty, V300 3 Year, No-Fault	80.00	\$450.00	\$0.00	\$36,000.00

#### Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL50SRV-001	Evidence Library, Web Server Site License Key	1.00	\$1,000.00	\$1,000.00	\$0.00
SFW-4RE-DEV-FEE	Evidence Library, 4RE Annual Device License & Support Fee	22.00	\$195.00	\$150.00	\$990.00
SFW-BWC-DEV-FEE	Evidence Library, VISTA/V300 Annual Device License & Support Fee	80.00	\$195.00	\$0.00	\$15,600.00

#### Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$1,380.00	\$0.00	\$1,380.00
					<b>\$152,344.50</b>

### Technical Services Calculator

#### WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-ONS-400	Tier 1 Onsite Installation. Includes Project Coordination, One Pre-Deployment IT Call,	1.00	\$5,000.00	\$0.00	\$5,000.00

415 E. Exchange Parkway • Allen, TX • 75002  
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778  
[www.WatchGuardVideo.com](http://www.WatchGuardVideo.com)



## 4RE/VISTA Price Quote

Provisioning of ELC and Azure AD, Install OS and SQL (if Purchased from WatchGuard), Limited EL Client Installations, Limited Configuring of 4RE Units, Limited MDC App Installations, Interview Room Configuration, Limited Configuration of Body Worn Cameras, Full Testing of WatchGuard Systems, Installation of Evidence Library, Training of Officer and Admin Staff, Limited Vehicle Install Inspections, Vendor Management, Suppo

\$5,000.00

### 4RE and VISTA Proposal

#### 4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	2.00	\$4,795.00	\$100.00	\$9,390.00
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	2.00	\$200.00	\$0.00	\$400.00

#### Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	2.00	\$200.00	\$0.00	\$400.00

#### 4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	2.00	\$0.00	\$0.00	\$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	2.00	\$100.00	\$100.00	\$0.00
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	2.00	\$200.00	\$200.00	\$0.00

#### WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
BRK-DV1-MIC-100	V300 Combo Discount Device License Credit	24.00	\$-75.00	\$0.00	\$-1,800.00
DV1-AOH-GPS-RFB	Annual Software Maintenance for 20 existing 4REs	1.00	\$3,000.00	\$0.00	\$3,000.00
Freight	Shipping/Handling and Processing Charges	1.00	\$50.00	\$0.00	\$50.00
					\$11,440.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$16,030.50
Additional Quote Discount	\$0.00
<b>Total Amount</b>	<b>\$168,784.50</b>

415 E. Exchange Parkway • Allen, TX • 75002  
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778  
[www.WatchGuardVideo.com](http://www.WatchGuardVideo.com)





## 4RE/VISTA Price Quote

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: \_\_\_\_\_ DATE: \_\_\_\_\_



6437 Manchester Avenue, St. Louis, MO 63139  
PHONE: (314) 645-6200 | FAX: (314) 951-7750 | [www.techelectronics.com](http://www.techelectronics.com)

Request No.	Line No.	Order Type	Created	Created By
SQ2007090005	1	Sales Quotation	07/09/2020 at 5:10 PM	Ray Malon

Bill To	Ship To
City of University City 6801 Delmar Blvd. University City, MO 63130	City of University City 6801 Delmar Blvd. University City MO 63130

Customer PO#:	Sales Rep: Ray Malon	Exempt Code: 12501492
Requestor: Michael Carlin	Phone: 314.505.8616	Fax: 314-862-0694

#### Scope of Work

Upgrade existing Dell PowerVault MD1400 by providing a new PowerVault MD1400 enclosure w/ (12) Drive Bays, (10) 4TB 7200RPM NLSAS HDs, Dual Management Module, 600W Redundant PS, (2) HD SAS Cables, (2) Power Cords, 2U Rack Rails & 4-Year ProSupport NBD. New MD1400 enclosure to "daisy chain" to existing enclosure and utilize the existing PowerEdge PERC controller for RAID management. Upgrade to provide additional storage for existing Police Department Camera system.

Qty	Part Number	Description	Unit Price	Total Price
1.00	Goods	PowerVault MD1400 Promo	\$9,764.03	\$9,764.03

X

Customer Signature

*Note: The total does not reflect final shipping charges. Actual shipping charges will be added to the invoices.*

Subtotal:	\$9,764.03
Special Freight:	\$0.00
Tax:	\$0.00
Total:	\$9,764.03

This report contains information that (a) is or may be LEGALLY PRIVILEGED, CONFIDENTIAL, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) is intended only for the use of the party(s) named herein. Parties other than the intended recipient are hereby notified that reading, using, copying, or distributing any part of this report is strictly prohibited.

For Terms And Conditions please refer to URL:

[http://www.techelectronics.com/wp-content/uploads/2018/11/field\\_quote\\_terms\\_conditions.pdf](http://www.techelectronics.com/wp-content/uploads/2018/11/field_quote_terms_conditions.pdf)

J - 2- 6



## Council Agenda Item Cover

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**MEETING DATE:** September 14, 2020

**AGENDA ITEM TITLE:** LSBF Event Signed Agreement Ratification

**AGENDA SECTION:** Consent

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

**PREPARED/SUBMITTED BY:** Clifford Cross, Director of Planning & Development

**BACKGROUND REVIEW:**

At the upcoming City Council meeting, staff will be requesting City Council ratification of an agreement with the Loop Special Business District to execute an agreement for three proposals to promote and increase economic development in the University City Loop. Due to the first event being tentatively scheduled for September 12<sup>th</sup>, prior to the September 14<sup>th</sup> City Council meeting, City Manager Rose advised that it was his intent to enter into the agreement prior to that date and seek City Council's ratification of the agreement. As a result, the purpose of this agenda item is to seek the official ratification of the attached agreement between the City of University City and the Loop Special Business District to fund and move forward with the three proposals identified within the agreement.

**RECOMMENDATION:**

The City Manager recommends the ratification of the agreement with the Loop Special Business District.

**Attachments:**

1. September 3, 2020 Staff Memo
2. Executed Agreement with LSBF Request and Proposal Scope



**Department of Planning and Development**

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

**M E M O R A N D U M**

TO: Gregory Rose, City Manager  
FROM: Clifford Cross, Director of Planning & Development  
DATE: September 3, 2020  
SUBJECT: LSBD agreement: Proposed events and activities

---

Attached is an agreement in duplicate between the LSBD and University City for three proposals to increase economic development in the University City Loop. These three proposals include:

- 1) Converting Selected Parking Spots on Delmar to Outdoor Dining
- 2) Drive-in Movie in Parking Lot #4
- 3) Leland Street Closure (between Delmar and Loop South)

The three proposals are anticipated to occur and conclude within 90 days. Once approved, permits and expenditures will occur as required by University City.

Following finalization of this agreement, a copy of the signed contract between the LSBD and Jessica Bueler for administration and marketing of these proposed activities will be sent to the City.

**Attachments:**

1. Agreement for the three proposed activities for signature by the City Manager

## AGREEMENT

This AGREEMENT is entered into this 4<sup>th</sup> day of September, 2020, by and between The Loop Special Business District ("LSBD") and The City of University City ("City").

**Whereas**, LSBD is requesting to organize, operate and promote a series of outdoor activities ("Activities") in the University City Loop ("Loop");

**Whereas**, those Activities include a series of outdoor movies on parking lot #4; the dedicated use of a section of Leland Blvd. between Delmar Blvd. and Loop South for special events on certain Saturday afternoons; and, the re-purposing of certain parking spots along Delmar Blvd. for the specific use of outdoor dining all as further detailed in a letter sent to the City Manager dated August 31, 2020 that is attached hereto ("Letter");

**Whereas**, the anticipated budget ("Budget") for organizing, operating and promoting all three proposed Activities is approximately \$34,675.00; and

**Whereas**, the LSBD has requested that the City consider and approve the requested Activities;

**Whereas** the LSBD also has requested that the City reimburse it for the full cost of organizing, operating and promoting said Activities from funds generated by the Economic Development Retail Sales Tax ("ERDST") or from whatever source(s) in the City's sole discretion.

**Now Therefore**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Work**. Concurrent with the signing of this Agreement the LSBD will undertake all work associated with the organizing, operating and promoting all the Activities as detailed by the Letter and accompanying Budget;
2. **Reimbursement**. The LSDB will submit any and all invoices, bills and/or receipts associated with the organizing, operating and promoting of all the Activities as detailed by the Letter and accompanying Budget. No expenditures of any kind above the Budget will be submitted by the LSBD without the express written consent of the City. The City will reimburse the LSBD for all approved expenditures in a reasonable period of time not to exceed sixty (60) days.
3. **Compliance**. The LSBD will execute in good faith any and all additional requirements the City may request it to perform in furtherance of the undertaking of all of said Activities in a timely manner.
4. **Complete Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written communications, agreements or proposals between the parties.

5. **Construction.** This Agreement shall be governed in all respects as to validity, construction, performance or otherwise by the laws of the State of Missouri without regard to choice of law principles.

**LOOP SPECIAL  
BUSINESS DISTRICT**

By: NEOALLO

Title: Vice-President

Date: 09/03/20

**CITY OF UNIVERSITY CITY**

[Signature]

Date: 9/4/2020





## **The Loop Special Business District**

6504 Delmar Blvd.

University City, MO 63130

314-727-0110

August 31, 2020

Via E-Mail (grose@ucitymo.org)

City Manager Gregory Rose

### **Re: Request from the Loop Special Business District Board**

Dear Mr. Rose:

On August 31, 2020 at 10 am the Loop Special Business District held a Special Board Meeting to discuss three proposed items to replace our proposed "Love the Loop" outdoor street fall festival that was unable to take place due to COVID-19 restrictions as set forth by St. Louis County Department Health for public gathering.

In an effort to help University City Loop businesses during this period of economic hardship, the LSBD Board unanimously voted to request the reallocation of \$50,000 of EDRST funds (that were previously allocated to the outdoor street fall festival) to the following three events:

### **Converting Selected Parking Spots on Delmar to Outdoor Dining Drive-in Movie in Parking Lot #4 Leland Street Closure**

#### **1) Converting Selected Parking Spots on Delmar to Outdoor Dining**

- Converting 28 selected parking spots to outdoor dining spaces will maximize customer experience while maintaining proper social distancing guidelines as provided by the St. Louis County Department of Health.
- Attached is a map of the 23 parking spaces that have been requested for outdoor dining by restaurants, with no apparent safety concern, that are outlined in green. There are 5 parking spaces that have been requested for outdoor dining by restaurants, with possible safety concerns, that are outlined in red. We are working on these concerns with public works.
- All proposed spaces to be used for outdoor dining will be barricades around them for safety.
- All restaurants within the LSBD district have been contacted three or more times to determine if they would like to participate via email, phone, in person evaluation.



## **The Loop Special Business District**

6504 Delmar Blvd.

University City, MO 63130

314-727-0110

- Public works will be involved to make sure that all selected space are safe and in compliance with traffic safety guidelines.
- The cost of purchasing the barricades is estimated at \$3,625.
- The barriers will remain property of University City and can be used at other events in The Loop or throughout the City, as needed.

### **2) Drive-in Movie in Parking Lot #4**

- The LSBSD would like to request to be permitted to host a Drive-in movie in Parking Lot #4, potentially, growing into a fall series of drive-in movies. Presently, we are targeting three Saturday evenings: September 12 , September 26 and October 10.
- The first drive-in movie will be limited to only 100 cars, even though parking lot #4 has 400+ parking spaces. The objective with the first event is to maintain proper social distancing and to determine if more cars could be added for future drive-in events.
- All tickets will be sold online and in advance. There will be no exchange of cash payment at the event or confusion about who may or may not enter.
- There will only be one entrance and one exit for the event for participants.
- It is anticipated that the event will be staffed with off-duty University City police department and paid for by the Loop Special Business District. This is to ensure that all proper social distancing and protocols are followed.
- If the LSBSD hosts 3 movies in parking lot #4 this fall, as planned, a discount of 15% is applied.
- The cost for two inflatable TV screens that are 26 feet in height will be \$650 each, for a total of \$1,300 per event. This cost will be paid for by the Loop Special Business District.
- Radios can be tuned to 88.7 for people to hear the movie from their car.
- Frontyard Features allows for a "Free Slide Show" that will rotate slides of our choosing before the film begins. This will provide reminders of **DOs** and **DON'T** during the show, information about University City, and promotions for businesses.





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- This event will be carried out based on St. Louis County Outdoor Drive-In Entertainment Guidelines and University City rules and regulations.



### **3) Leland Street Closure**

- The proposed idea came from LSBSD Activities Committee Meeting held on August 20, 2020. All LSBSD Activities Committee Members unanimously agreed to request the following items.
- Block Leland from Delmar to Loop South on Saturdays. There is still access from Melville to Loop South, this will not create any traffic issues.
- This section of Leland has been regularly closed for activities through the years for Loop in Motion without issues.



## **The Loop Special Business District**

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- Open to retail and restaurants for sales or safe and social distanced activities (music, safe food/drink tasting, retail booths, art activities, etc.)
- Engage local solo street musicians to perform at various times during the day to provide entertainment and ambiance.
- Make Saturdays the day to visit the loop; the Farmer's Market is the same day, increased outdoor dining spaces, anticipated additional activities.
- All activities will be within St. Louis County Department of Public Health Department COVID-19 guidelines.



Below is a *preliminary* budget of necessary items for this proposal. A complete budget will be determined once a Special Use Permit is submitted and any additional requirements are outlined by University City.





## The Loop Special Business District

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Event	Item	Cost
Expanded outdoor dining	Barricades - Concrete Safety barriers	\$ 3,625.00
Expanded outdoor dining	Barricade Installation	TBD
Expanded outdoor dining	Barricade Fence	donated
Expanded outdoor dining	Off-Duty Police Officers (\$50/hr)	\$ 2,000.00
Expanded outdoor dining	Barricade Fence Painting	\$ 1,000.00
Drive-in Movie	26' Movie Screen (\$650/screen)	\$ 1,300.00
Drive-in Movie	Film Licensing (per movie)	\$ 450.00
Drive-in Movie	Portable Toilet and Handwashing Station Rentals	TBD
Drive-in Movie	Cleanup Cost After Drive-in Movie	\$ 250.00
Drive-in Movie	Off-Duty Police Officers (\$40-\$50/hr)	\$ 1,800.00
Drive-in Movie	Cleanup Cost After Drive-in Movie	\$ 250.00
Drive-in Movie	Temporary Perimeter Barricade	\$ 1,000.00
Drive-in Movie	Electrical connection needs	\$ 1,000.00
Drive-in Movie	Reservation and Parking Attendants	\$ 500.00
Leland Closure	Barricades/Traffic Control	TBD
Leland Closure	Tent	donated
Leland Closure	Local Street Musicians	1,500.00
All Activities	Admin Costs for Executing 3 Proposals	\$ 12,000.00
All Activities	Facebook & Instagram Boosts	\$ 2,500.00
All Activities	2 Portable Wheel Chair Ramps	\$ 1,000.00
All Activities	Power washing and clean-up of the Loop (graffiti and sticker removal, power-washing of signs and waste containers, etc.)	\$ 4,500.00
Preliminary Budget, not including TBD items or additional requirements by the City		\$ 34,675.00



### **The Loop Special Business District**

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314-727-0110

We are hoping that the City can consider this request at its earliest opportunity as we are hoping to commence with these activities in the very near future. Since these activities remain outside to comply with social distancing guidelines, weather will become an issue as we head deeper into the fall. The LSBF believes that ERDST Funds directed to support these activities will support local Loop businesses at a time when support is most needed.

As always, we appreciate your consideration. We welcome any questions or suggestions you may have.

Very truly yours,

Michael D. Alter

LSBD Vice-President



## Council Agenda Item Cover

**MEETING DATE:** September 14, 2020

**AGENDA ITEM TITLE:** Project 1428 Asphalt Overlay Project Contract Award

**AGENDA SECTION:** Consent Agenda

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

**PREPARED/SUBMITTED BY:** Sinan Alpaslan, Director of Public Works

**BACKGROUND:** The City resurfaces streets that are beyond routine maintenance such as pot hole patching and local base repairs. Every two years, the City rates streets on a scale of 1 (poor condition) to 10 (excellent condition), using the Pavement Surface Evaluation and Rating (PASER) method developed by the University of Wisconsin's Transportation Information Center. After PASER street ratings are completed city-wide, streets are prioritized for maintenance and repair and programmed into the City's capital improvement plan. The budget for this project is \$600,000.00 and proposed to be funded from account number 12-40-90\_8080.

The City advertised for bids to resurface asphalt streets and opened them on February 18, 2020. The tabulation of bid proposals is as follows:

Contractor	Base Bid Price
E.Meier Contracting	\$587,117.00
Ford Asphalt	\$607,332.00
Dura Seal	\$670,636.00
Spencer Contracting	\$678,245.00
Gershenson	\$728,908.00
Jokerst	\$749,349.00
Pace	\$798,535.00
X-L Contracting	\$821,998.00
Pace	\$1,010,671.00

**RECOMMENDATION:** City Manager recommends that City Council approve the award for the Asphalt Overlay Project to the lowest responsive and responsible bidder, E. Meier Contracting Company in the amount of \$ 267,117.00 for fiscal year 2021 paving. The balance of the project for a \$320,000.00 contract was awarded and work performed in the last fiscal year (fiscal year 2020).

**ATTACHMENT:** Location List

## Project 1428 Asphalt Overlay Project Locations

### LOCATIONS

#### Phase I – Completed

<b><u>Street Name</u></b>	<b><u>From</u></b>	<b><u>TO</u></b>
<b>Wayne Ave</b>	North & South	78th St
<b>Wayne Ave*</b>	78th St	Mendell
<b>Milan Ave</b>	North & South	Lyndale
<b>Milan Ave</b>	78th St	Annandale
<b>Lyndale Ct</b>	Milan	Wayne
<b>Lyndale Ct</b>	Wayne	Cul de sac
<b>78th St</b>	Milan	dead end
<b>Annandale Dr</b>	Milan	Trenton
<b>Trenton Ave</b>	78th St	Annandale
<b>Erith Pl</b>	Milan	Trenton
<b>Birchmont Dr</b>	East leg at Milan	Turn to north
<b>79th St</b>	Wayne	Milan
<b>Cornell Ave</b>	Gannon	Oakbrook
<b>North &amp; South</b>	Delmar	South City Limit
<b>Jackson Ave</b>	Delmar	Cornell

#### Phase II - Proposed

<b>Balson Ave (Pending Utility Work)</b>	Gay	Swarthmore
<b>Balson Ave (Pending Utility Work)</b>	Swarthmore	Old Bonhomme
<b>Richard Ave</b>	Woodson	Sheridan
<b>Orchard Ave</b>	Woodson	Sheridan
<b>Sheridan Dr</b>	Elmore	Olive
<b>Sheridan Dr</b>	Richard	Elmore
<b>Sheridan Dr</b>	Orchard	Richard
<b>Sheridan Dr</b>	Appleton	Orchard
<b>Sheridan Dr</b>	Appleton	Varney
<b>Sheridan Dr</b>	Varney	Kempland
<b>University Pl</b>	Old Bonhomme	Amherst
<b>University Pl</b>	Amherst	Balson





## Council Agenda Item Cover

**MEETING DATE:** September 14, 2020

**AGENDA ITEM TITLE:** Leaf Collection Contract Award

**AGENDA SECTION:** Consent Agenda

**CAN THIS ITEM BE RESCHEDULED?** YES

**PREPARED/SUBMITTED BY:** Sinan Alpaslan, Director of Public Works

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

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

The City solicited bids from contractors for leaf collection services and on September 14, 2018 opened bids for the contractual leaf collection services. The contractors submitted hourly rates for a three-year period; fall 2020 is the third year of the contract and will be the last year under this bid. The tabulation of bid proposals is as follows:

Contractor	Bid Hourly Rate
Hendel Lawn Care Inc.	\$165.00
T.G. Williams	\$244.25

The City has budgeted \$50,000.00 for the leaf collection service contract for the fiscal year 2021.

**RECOMMENDATION:** City Manager recommends that City Council approve the award for the leaf collection services to Hendel Lawn Care Inc. in the amount of \$165.00 an hour up to the budgeted expenditure amount of \$50,000.00





## Council Agenda Item Cover

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**MEETING DATE:** September 14, 2020

**AGENDA ITEM TITLE:** Missouri Police Chief's Association Accreditation

**AGENDA SECTION:** City Manager Report

**CAN THIS ITEM BE RESCHEDULED?** Yes

**PREPARED/SUBMITTED BY:** Chief Larry Hampton

**BACKGROUND REVIEW:**

The University City Police Department (UCPD) was awarded full certification and accreditation.

**Attachment:**

1. Official Notification Letter from the Missouri Police Chiefs Charitable Foundation



# *Missouri Police Chiefs Charitable Foundation*

1001 East High Street, Jefferson City, MO 65101 573-636-5444, fax 573-636-6634

January 23, 2020

University City Police Department

Dear Chief Larry Hampton

This letter serves as official notification that the University City Police Department has met the requirements for the "Certification" status. The University City Police Department was recommended for "Certification" status in December of 2019. Our assessment team conducted an on-site at the University City Police department on December 10th. The assessors recommended accreditation for your agency. The status of accreditation is recognized for your department through the Missouri Police Chief's Charitable Association and is good for three-years.

The police department will be up for review again in December of 2022. The Missouri Police Chiefs Charitable Foundation will continue to stay in touch with updates, and reviews of the on-going assessment process.

On behalf of the Missouri Police Chiefs, I want to commend you, your staff, and the University City Police Department for your commitment and dedication to professionalism which your agency demonstrated in achieving your accreditation.

Respectfully

*Timothy Lowery*

Timothy Lowery  
President  
Missouri Police Chiefs Charitable Foundation



## Council Agenda Item Cover

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**MEETING DATE:** September 14, 2020

**AGENDA ITEM TITLE:** Conditional Use Permit – PC 20-07 – Approval of a Conditional Use Permit to establish and operate a proposed “Medical Marijuana Dispensary”.

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

**CAN THIS ITEM BE RESCHEDULED?** Yes

**PREPARED/SUBMITTED BY:** Cliff Cross, Director of Planning and Zoning

**BACKGROUND REVIEW:** Attached are the relevant documents for the above-referenced C.U.P. application. The applicant is requesting a Conditional Use Permit to establish and operate a “Medical Marijuana Dispensary”. The proposed use requires a Conditional Use permit, within the General Commercial (GC) zoning district, as identified within the provisions set forth in section 400.510, Subsection A(32): “Medical Marijuana Dispensary”.

Staff and the Plan Commission evaluated the request and considered the review criteria set forth in Section 400.2710 of the zoning code. The review criteria considered and evaluated during the meeting consisted of the following;

1. The proposed use complies with the standards of this Chapter, including performance standards, and the standards for motor vehicle-oriented businesses, if applicable, as contained in Section **400.2730** of this Article;
2. The impact of projected vehicular traffic volumes and site access is not detrimental with regard to the surrounding traffic flow, pedestrian safety, and accessibility of emergency vehicles and equipment;
3. The proposed use will not cause undue impacts on the provision of public services such as police and fire protection, schools, and parks;
4. Adequate utility, drainage and other such necessary facilities have been or will be provided;
5. The proposed use is compatible with the surrounding area;
6. The proposed use will not adversely impact designated historic landmarks or districts

The Plan Commission held the required public hearing and considered the application on August 26, 2020. The C.U.P. was subsequently considered and approved by Plan Commission subject to the following condition;

1. Applicant agrees to construct an on-site "No Left Turn" sign at the premises upon a comprehensive study of traffic patterns and incidents resulting in an official request of the City.

A C.U.P. does not require a public hearing at the City Council level. For its approval, this agenda item would require a motion by the City Council.

**Attachments:**

- 1: Transmittal Letter from Plan Commission
- 2: Staff Report and Application Materials

**RECOMMENDATION:** The City Manager concurs with the Planning Commission and recommends approval with same conditions.





**Department of Planning and Development**

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

August 26, 2020

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

RE: Application for Conditional Use Permit PC 20-07 – Establishment and operation of a Medical Marijuana Dispensary

Dear Ms. Reese,

At a regularly scheduled meeting, on August 26, 2020 at 6:30 pm via video conference, the Plan Commission considered the above-referenced application by 75Olive, LLC for a Conditional Use Permit to establish and operate a Medical Marijuana Dispensary in the "GC" – General Commercial District.

By a vote of 7 for and 0 against, the Plan Commission recommended approval of the application subject to the following condition;

1. Applicant agrees to construct an on-site "No Left Turn" sign at the premises upon a comprehensive study of traffic pattern and incidents resulting in an official request of the City.

Sincerely,

Margaret Holly, Chairperson  
University City Plan Commission



## Department of Planning and Development

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

### **STAFF REPORT**

#### **City Council**

MEETING DATE: September 14, 2020

FILE NUMBER: PC 20-07

COUNCIL DISTRICT: 3

Location: 7555 Olive Boulevard

Applicant: 75Olive, LLC

Property Owner: 75Olive, LLC

Request: Conditional Use Permit (C.U.P.) for a proposed Medical Marijuana Dispensary

#### COMPREHENSIVE PLAN CONFORMANCE

☐ Yes      ☐ No      ☒ No reference

#### PLAN COMMISSION RECOMMENDATION

☐ Approval      ☒ Approval with Conditions      ☐ Denial

#### ATTACHMENTS:

A. Application Packet

Existing Zoning: GC – General Commercial  
Existing Land Use: Commercial  
Proposed Zoning: No change – “GC” District  
Proposed Land Use: No change – Commercial

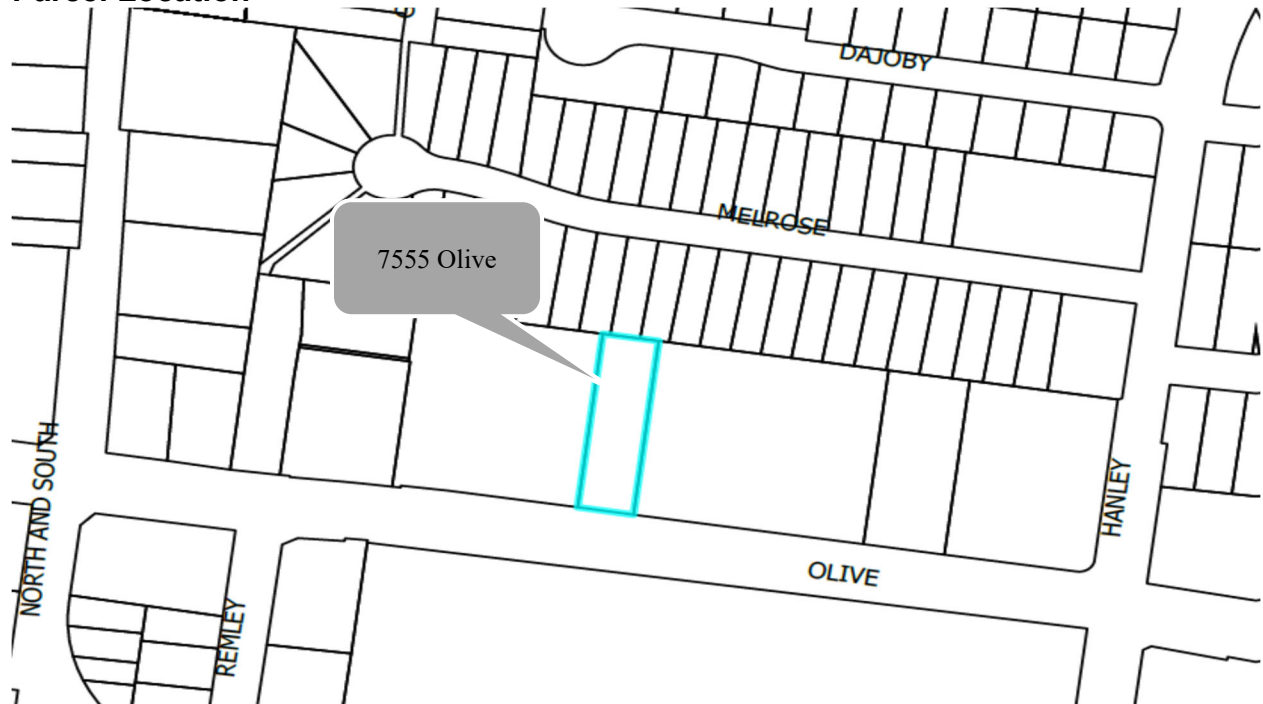
#### Surrounding Zoning and Current Land Use:

North: SFR: Single-Family Residential, (Single-Family - FLU)  
East: GC: Institution, (Institution- FLU)  
South: PA: Institution (Institution - FLU)  
West: CC: Commercial, (Commercial – FLU)

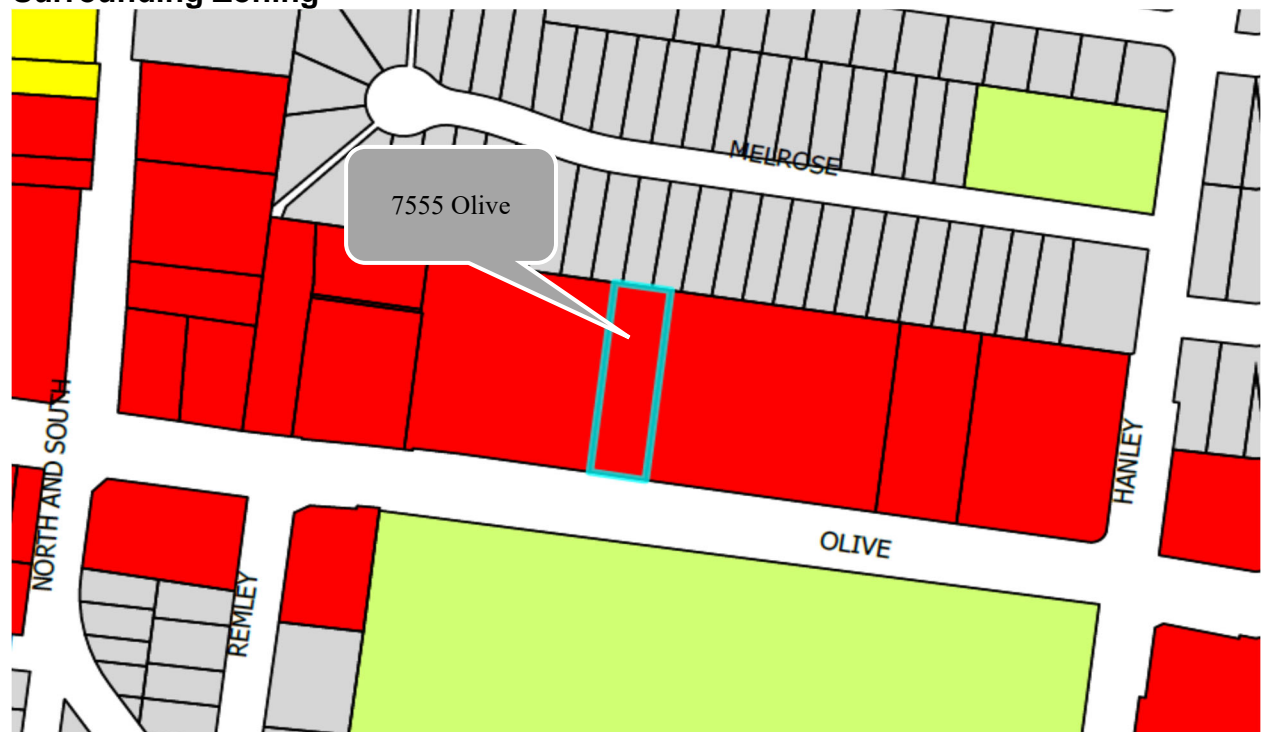
### Existing Property

The existing building at 7555 Olive Boulevard consists of an approximate 5,719 square foot commercial building that has had multiple uses over the last few years. The parcel is approximately 19,710 square feet (.45) acres and is zoned General Commercial. Surrounding zoning includes Commercial, Single-Family Residential and Institutional. The lot includes 33 dedicated parking spaces throughout the site.

### Parcel Location



### Surrounding Zoning





## Aerial Overhead



## Aerial Angle



### **Applicant's Request**

The applicant is requesting a Conditional Use Permit for a "Medical Marijuana Dispensary". The proposed use is listed as a conditional use in the General Commercial (GC) District per section 400.510, Subsection A(32): Medical Marijuana Dispensary Facility. The applicant is seeking approval to utilize approximately 2150 square feet of commercial space for the medical marijuana dispensary and related operations. The remaining building space, of approximately 3,569 square feet, is being reserved for future commercial uses.

### **Process – Required City Approvals**

Plan Commission. Section 400.2700.C of the Zoning Code requires that C.U.P. applications be reviewed by Plan Commission. The Plan Commission shall make a recommendation to the City Council for their consideration. A public hearing is required at the Plan Commission meeting.

City Council. Section 400.2700.D of the Zoning Code requires that C.U.P. applications be reviewed by City Council for the final decision, subsequent to the public hearing and recommendation from Plan Commission. In conducting its review, City Council shall consider the staff report, Plan Commission's recommendation, and application to determine if the proposed C.U.P. application meets the requirements of the Zoning Code.

### **Other Processes**

Traffic Commission - The review criteria for a C.U.P. includes the impact of projected vehicular traffic volumes and site access with regard to the surrounding traffic flow, pedestrian safety, and accessibility of emergency vehicles and equipment. In its capacity as an advisory commission on traffic related matters as per Section 120.420 of the Municipal Code, the Traffic Commission may be concerned with the parking and traffic impact of the project.

### **Analysis**

The potential "Medical Marijuana Dispensary" use would appear to have minimal impact on the surrounding neighborhood and uses based upon the retail use. As a result, the use impact of the retail operations is consistent with the trend of development because of the existing commercial uses associated with the site. However, approval of Conditional Use Permits, for a "Medical Marijuana Dispensary", is subject to Section 400.1495 (Supplementary Regulations) which identify the following standards;

*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.*

*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.*

In evaluating the parking requirements, the retail use would require 1 space for each 200 square feet of floor area. The area of 2150 square feet would therefore require 10.75 (11) spaces. The applicant has noted that a new parking plan would accommodate at least 20 cars which exceeds the minimum allowed. If the building was completely occupied, by retail operations, the total parking required would be 29 spaces.

Public Works & Parks: NA

Fire Department: NA

Police Department: NA

### **Public Involvement**

A public hearing at a regular Planning Commission meeting is required by the Zoning Code. The public hearing notice for the current proposal was published in the newspaper 15 days prior to the meeting date and was mailed to property owners within 185 feet of the subject property. Signage was also posted, at the subject property, with information about the public hearing. Any member of the public will have an opportunity to express any concerns by writing in or attending the Planning Commission meeting.



## **Review Criteria**

When evaluating a Conditional Use Permit the applicant is required to ensure that the following criteria is being met in accordance to the provisions set forth in Section 400.2710 of the Zoning Code. The Criteria is as follows;

1. The proposed use complies with the standards of this Chapter, including performance standards, and the standards for motor vehicle-oriented businesses, if applicable, as contained in Section **400.2730** of this Article;
2. The impact of projected vehicular traffic volumes and site access is not detrimental with regard to the surrounding traffic flow, pedestrian safety, and accessibility of emergency vehicles and equipment;
3. The proposed use will not cause undue impacts on the provision of public services such as police and fire protection, schools, and parks;
4. Adequate utility, drainage and other such necessary facilities have been or will be provided;
5. The proposed use is compatible with the surrounding area;
6. The proposed use will not adversely impact designated historic landmarks or districts; and
7. Where a proposed use has the potential for adverse impacts, sufficient measures have been or will be taken by the applicant that would negate, or reduce to an acceptable level, such potentially adverse impacts. Such measures may include, but not necessarily be limited to:
  - a. Improvements to public streets, such as provision of turning lanes, traffic control islands, traffic control devices, etc.;
  - b. Limiting vehicular access so as to avoid conflicting turning movements to/from the site and access points of adjacent properties, and to avoid an increase in vehicular traffic in nearby residential areas;
  - c. Provision of cross-access agreement(s) and paved connections between the applicant's property and adjacent property(ies) which would help mitigate traffic on adjacent streets;
  - d. Provision of additional screening and landscape buffers, above and beyond the minimum requirements of this Chapter;

- e. Strategically locating accessory facilities, such as trash storage, loading areas, and drive-through facilities, so as to limit potentially adverse impacts on adjacent properties while maintaining appropriate access to such facilities and without impeding internal traffic circulation;
- f. Limiting hours of operation of the use or certain operational activities of the use (e.g., deliveries); and
- g. Any other site or building design techniques which would further enhance neighborhood compatibility.

### **Findings of Fact (Section 400.2720)**

The Plan Commission shall not recommend approval of a conditional use permit unless it shall, in each specific case, make specific written findings of fact based directly upon the particular evidence presented to it supporting the conclusion that the proposed conditional use:

1. Complies with all applicable provisions of this Chapter;
2. At the specific location will contribute to and promote the community welfare or convenience;
3. Will not cause substantial injury to the value of neighboring property;
4. Is consistent with the Comprehensive Plan, neighborhood development plan (if applicable), the Olive Boulevard Design Guidelines (if applicable), and any other official planning and development policies of the City; and
5. Will provide off-street parking and loading areas in accordance with the standards contained in Article VII of this Chapter

### **Recommendation**

Based on the preceding considerations, Plan Commission recommended approval of the application. The retail use is consistent with the district zoning and surrounding parcels and the buffering requirements for the medical marijuana use would be met at this location. The applicant has adequately addressed a number of specific conditions unique to the medical dispensary (odor, lighting, security, hours of operations, etc.), and the use in this location would appear to have no other negative effects on the surrounding area. The recommendation of the Plan Commission was subject to the following condition;

1. Applicant agrees to construct an on-site “No Left Turn” sign at the premises upon a Comprehensive study of traffic patterns and incidents resulting in an official request of the City.



July 30, 2020

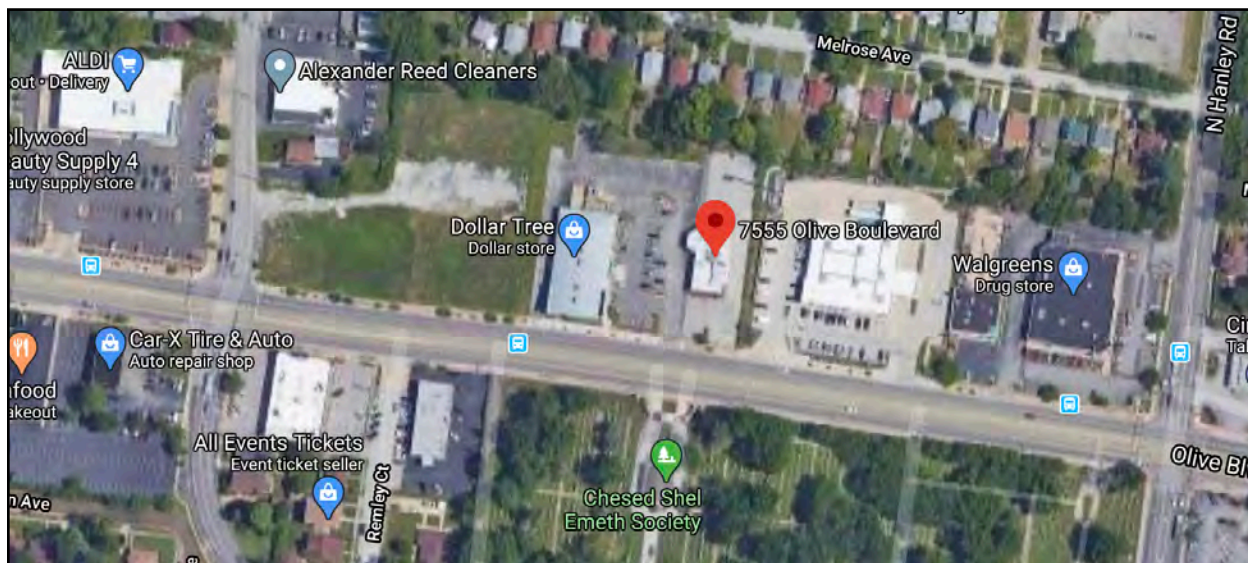
Mr. Cross,

This information is provided in support of 75Olive's application for a conditional use permit at 7555 Olive Blvd. for a medical marijuana dispensary to be operated by our affiliated operating entity Occidental Group, Inc. The facility will be operated under the "Star Buds" name, intellectual property owned by one of our members who has a lengthy track record of successful, compliant, legal operation. Occidental Group was granted a license to operate a medical marijuana dispensary 7555 Olive Blvd. (pending local licensure) by the Missouri Department of Health and Senior Services in January of this year. In March of this year, 75Olive completed the purchase of the property. In addition to strict adherence to all state and local regulations concerning medical marijuana dispensary siting and operation, it is important to us to be an excellent citizen and good neighbor in all communities in which we operate. Please do not hesitate to contact me with any questions or concerns.

Regards,

J. Rahm Narayan

Member, 75Olive, LLC  
President, Occidental Group, Inc.



**OCCIDENTAL  
GROUP, INC.**

## **Overview**

75Olive seeks a conditional use permit for use of part of the premises at 7555 Olive Blvd. as a Medical Marijuana Dispensary.

### **Medical Marijuana Dispensaries**

Under Missouri law, Medical Marijuana dispensaries are the only legal point of patient access for retail purchase of medical marijuana. As such, the operation of dispensaries is highly regulated and monitored for compliance. In accordance with the medical only nature of the Missouri medical marijuana program, our company is focused on providing safe, consistent, reliable therapeutic products in a responsible manner. A trip to a medical dispensary is much like a trip to a pharmacy: licensed patients will have access to knowledgeable staff to assist with product selection, purchase such product as they desire (and are legally authorized to buy), and must leave the premises before using the product. Medical marijuana product will not be visible to the general public from outside the building, product will not be accessible by anyone but dispensary staff, and consumption on premises is strictly prohibited by both company policy and state law. Access control features are mandated by the state, but we take care to create an environment that is welcoming, while reinforcing our commitment to security and medical seriousness.

Understanding the medical needs of our communities is of great importance to our company. Our medical and pharmacy advisory board has developed educational materials and outreach programs for the local medical and patient communities to offer education and support with the safe, appropriate, and responsible use of our products. We also have training and educational materials for circumstances in which our product should not be used, including potential health contraindications or reactions with other medicines. We have policies to enhance appropriate access to medical marijuana, including discount programs for cancer patients, veterans, and economically disadvantaged patients. We further intend to extend this commitment by financially incentivizing vendors to participate in such programs or develop similar programs.

## **About Occidental Group**

### **Mission**

To make the therapeutic benefits of medical marijuana available to Missouri patients in a manner that is safe, responsible, reliable, consistent, and professional.

### **Vision**

A medical marijuana solution that focuses on developing brand affinity through fostering customer relationships with products, places, and people.

## Values

### *Good Citizen, Good Neighbor*

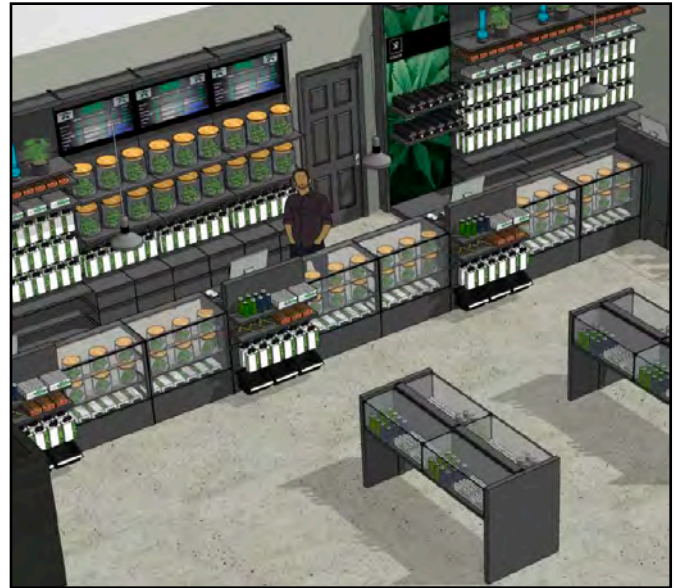
We seek to have a position of trust, both statewide and in the communities in which we are located.

### *Therapeutic / Medicinal Focus*

We view our product as medicine and treat it with the seriousness and respect medicine deserves.

### *By the Book*

Commitment to compliance is fundamental to every aspect of our operation. Each facet of the company is guided by policies designed to ensure compatibility with all applicable security, legal, science and community needs.



*Rendering of Sales Floor*

Our company's ownership is a diverse group, representing multiple generations, careers, and, ethnic and economic backgrounds that is committed to respect for local values and enhancing the community through donations, education, volunteer work, and employment opportunities.

Our members have a track record of improving our communities through activity in local chambers of commerce and community organizations. We have logged thousands of hours in volunteer work for not-for-profit organizations, including chairing the local USO, chairing the local chapter of the Humane Society, serving on the board of the local chapter of the Boy Scouts of America, volunteering legal expertise for the Foster and Adoptive Care Coalition, and earning pro bono recognition from the Missouri Bar. We have a strong focus on hiring and sourcing within the community. Our local hiring program includes scholarship and apprenticeship programs to enhance access to employment in communities that lack sufficient educational resources.

## **Site Selection**

We were attracted to this site because of its prime location. In addition to being in a well known commercial district on a state highway, this section of University City draws people from all over the area to patronize its unique restaurants and businesses. With access from Lindbergh, I-170 and Hanley Rd., the location is easily accessible from all over the metro area, and has ample traffic handling capability. The building itself

provides plenty of space for the intended operation and provides off street parking that will exceed our standard operational requirements.

## **Dispensary Operations**

Under the Missouri constitution, dispensary operation is licensed and regulated by the Missouri Department of Health and Senior Services (DHSS). The licensing process

involved development of plans and processes to ensure strict compliance with those regulations,

and we are serious about operating the business under those plans. We are only permitted to sell product to licensed medical patients. These are members of the public who have received a certification from a licensed physician that the patient might benefit from the use of medical marijuana. We are only permitted to sell in quantities authorized by the state. Use of any product on the facility (including sampling) by patients or staff is strictly prohibited and will not be tolerated. Operation of the businesses will be similar to a pharmacy or similarly situated retail business. We will not cultivate or manufacture product, though we may repackage certain product for retail sale as permitted under DHSS regulation.



*Star Buds Logo*

## **Security**

Security is the primary concern in operating a medical marijuana dispensary. Security consists of patient and community safety, product anti-diversion measures, and premises security. These priorities are reflected in each aspect the operation of the facility, including the entire flow of patients and product through the facility.

Visitors will be able to enter the lobby from the street during business hours (8 AM - 10 PM). The door and surrounding exterior areas will be covered by cameras. There will be no medical marijuana product stored or displayed in the lobby and no sales will occur there.

Visitors wishing to access the sales area will check-in with the security agent. The security agent will verify identification using an ID scanner and cross reference patient cards with the state track and trace system to ensure purchase eligibility. Visitors lacking proper authorization to purchase medical marijuana product will be refused entrance, but will be provided with resources on medical marijuana and the process for qualifying as a patient or caregiver. Visitors with proper authorization will be permitted entrance when a sales agent is available to assist with the visitor's transaction. Due to regulations on patient to sales agent ratios, patients may not freely peruse the sales floor. Information will be available in the waiting area to assist patients in making purchasing decisions.

The security agent will remotely unlock the door to the sales area after ensuring patient eligibility. The doorway will be continuously covered by cameras, allowing for a close-up



picture (appropriate for facial recognition) of each person passing through the door to the sales area.

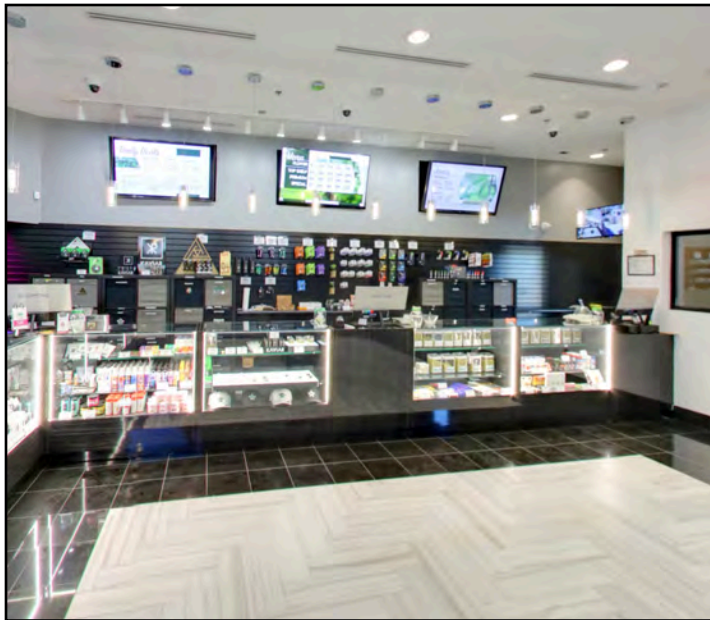
On entering the sales area, patients will meet a sales agent with whom any questions or concerns can be discussed. Sales agents will carry out the transaction and escort the patient to the exit.

## **Staffing**

The dispensary will be staffed by a minimum of two employees at all times. A standard compliment will be four employees. During peak times, staffing may increase.

## **Accessibility**

As this is a facility founded on serving medical needs, we anticipate that many patrons may require assistance accessing the building. As part of our intended facade improvement, we will have an ADA compliant, accessible public entrance at the front of the building. In order to offer our patients access to medical products at times that work with their schedules, we plan to operate the store from 8 AM - 10 PM 365 days a year (as may be adjusted to comply with local ordinance).



*Photo of Dispensary Sales Floor*

## **Parking**

We expect that during the bulk of standard business hours, we will have four or five employees and up to ten customers on site at any given time. At peak hours we may have six to eight employees and ten to fifteen customers on site.

The building has a parking lot that will accommodate at least 20 cars. Our plans include development of a parking plan, including striping and signage, to ensure that traffic flows safely and smoothly in and out of our lot.

## **Mitigating Parking Concerns**

We will limit the anticipated parking need by promoting delivery service, as authorized by regulation. We expect that delivery service will be a popular option for many patients, especially those with severe medical conditions or limited mobility.

In the event parking should be a problem due to community or local business events or higher than anticipated public interest in the location, we will offer employees transportation services via public transit, car or ride sharing service, freeing up parking spots that would be used by employees.

## **Traffic**

Since the medical marijuana programs of each state are different, it is difficult to predict with any confidence the traffic that any particular site will drive. A survey of similar sites has yielded a range of twelve to thirty on site transactions per day per thousand square feet. We expect to be at the high side of that range. With a dispensary planned at about 1,300 square feet, we anticipate serving approximately 40 medical customers daily on site once the initial interest in the program and dispensary fades. Because of the high traffic nature of the roads in the area, and the access to public transit, we expect that many customers to the facility will be pass-by, pedestrian or public transit riders and the facility will have minimal impacts to vehicle traffic conditions in the area.

## **Mitigating Traffic Concerns**

We plan to mitigate our operation's effect on traffic through the use of delivery services and through online sales with pickup at scheduled windows. Delivery Services can serve a number of customers off premises with a single trip, significantly reducing vehicular traffic to our location. Scheduling with pickup windows will help to spread out traffic, reducing bunching and congestion. Given the medical nature of our business and the precautions many are currently taking to avoid coronavirus exposure, we expect that both of these will be popular options.

## **Odor Control**

We understand the importance of odor mitigation in our industry. Our odor control program includes ordering products in odor resistant storage packaging and display containers such as sealed bags that prevents the majority of oxygen molecules from permeating the packaging, preventing degradation of the product and eliminating the escape of odor causing particulates.

Company policy is to keep doors and windows closed at all times. All walls and windows will be sealed with spray foam/caulk/silicone. All doors will be sealed with weather stripping. The sealing of all doors, windows, and walls will greatly reduce any odors from escaping the facility.

UVC emitters will be installed in the HVAC system. UVC light cleans the coils of the system, improving air quality. The system will employ filters made from a matrix coated with titanium dioxide infused activated carbon. The matrix design increases the surface

area of activated carbon exposed to the air, increasing the filter's efficiency in absorbing odors from the air.

We will install air purification systems throughout the facility. The specified air purification systems use fans to draw air through activated carbon filters to remove odors, dust, and other particulates. Our HVAC designers will equip the system to ensure the appropriate number of hourly air exchanges. Additional units can be installed in the event additional odor control is needed.

The odor control plan will include a maintenance schedule, cleaning schedule, and replacement schedule for all filters, fan belts, and other consumable items.

We will retain the professional expertise of an industrial hygienist to certify our odor control program and to periodically review and revise our plan based on the results of regular audits.

### **Community Benefits**

We expect our facility to have a substantial economic and general welfare impact on our site community. Beyond significant tax revenue generation in the area, we also expect the multiplier effects of sustained, committed investment in a community. We will increase the general well-being of the community through local purchasing and hiring, education and outreach activities, and community-based core values.

We expect to regularly serve nearly 1,500 patients at or from our dispensary within one year of commencing operations. Based on national average transaction amounts and transaction frequencies we have seen in the medical marijuana context, we expect annual sales of approximately \$5,000,000.

These sales will yield immediate sales tax revenue to the state and community of \$466,400. It will also justify the employment of twenty full-time and eight part-time employees. In conjunction with our local hiring preference, this will keep a substantial amount of that money in the community. Our sales will additionally provide \$200,000 to veterans' causes.

This new industry will result in a host of ancillary businesses providing goods and services in the site community. The Missouri Medical Cannabis Trade Association estimates that a site community will see three dollars of economic benefit for every one dollar spent on medical marijuana in the community.

We will enhance this impact through a number of community-focused programs and policies, including (see attached for developing program specifics):

- A local hiring program that will give preference to employment applicants in our site community. With a starting wage of \$17/hr, we have enthusiastically planned an

average hourly wage well above the median wage for non-management retail positions in our market.

- A community improvement program that will enhance our local hiring program with apprenticeship and scholarship opportunities to enable more members of the community to be employed in leadership roles in the medical marijuana industry, whether with us or another company.
- An expungement program to provide assistance with legal fees and related costs of expungement of non-violent offenses for eligible members of the community, enabling more community members to access employment, whether with us or another company. Two members of our ownership group are licensed attorneys who have additionally committed to providing pro bono expungement services.
- Our local purchasing program will prioritize qualified contractors and vendors of goods and services from our site community and Missouri.

We are committed to being a good corporate citizen -- being involved in the community through participation in local chambers of commerce and neighborhood groups. Our owners have previously participated in several community programs including trash cleanup days, technology donations to local schools, events for Backstoppers, participation in Habitat for Humanity, toy drives, sponsorship of school breakfast and lunch programs, sponsorship for low income and homeless assistance programs, and scholarship programs. We will enthusiastically work with the community to determine how to create the most positive impact on our area.

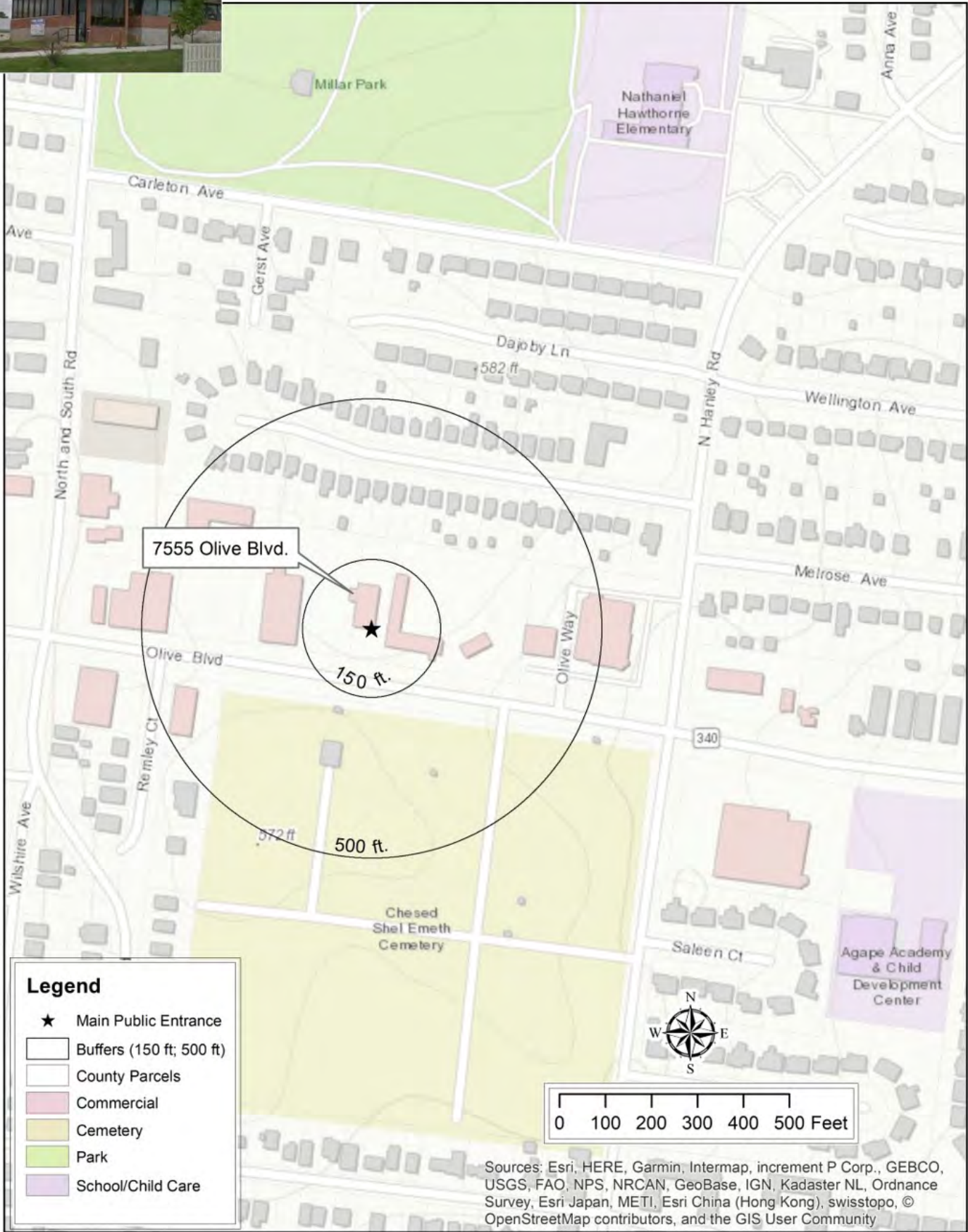
### **Impact on Property Values**

The Western Economic Association International published a study in its July 2019 *Contemporary Economic Policy Journal* (<https://onlinelibrary.wiley.com/doi/abs/10.1111/coep.12414>) that found property values within a half-mile radius of a marijuana dispensary increase by 7.7%, and the value drops as the distance from the dispensary increases. Also in 2019, the team at Clever Real Estate conducted a deep analysis of housing prices and the relationship between property values and marijuana dispensary locations (<https://listwithclever.com/real-estate-blog/marijuana-housing-market-study/>). That study discovered that between 2014 and 2019, cities allowing marijuana dispensaries experienced greater increases in home values than cities where marijuana is illegal. Clever Real Estate found that the effect brings up the entire city's home values at a rate higher than the national average. See *Data Proves Cannabis Dispensaries Increase Property Values* <https://www.cannabisbusinessexecutive.com/2019/07/data-proves-cannabis-dispensaries-increase-property-values/>).

We additionally expect that renovation and updating to the premises and lot for which we seek conditional use permit, will enhance the overall appearance of the commercial zone in which we are located, and that our use will serve as a unique draw to the area, further enhancing property values

## Site Map with Critical Distances Noted

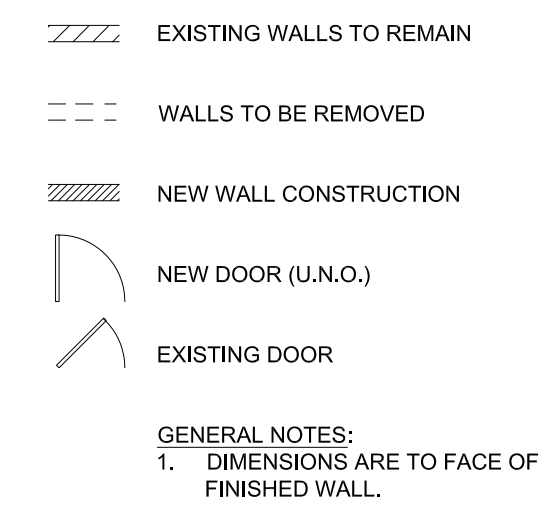
# University City - 7555 Olive Blvd.



# Concept Drawing

Conditional Use Permit is Sought for Unit 1 only





Architectural floor plan of a three-unit residential building. The plan includes the following areas and dimensions:

- UNIT 1:** 1267 SF
- UNIT 2:** 1273 SF
- UNIT 3:** 734 SF
- COMMON:** 183 SF (Central Hallway)
- COMMON:** 691 SF (Large Common Area)

Key dimensions and features include:

- Overall building dimensions: 64'-11 1/2" (width) x 20'-6" (depth).
- Unit 1 dimensions: 56'-2 1/2" (width) x 22'-10 1/2" (depth).
- Unit 2 dimensions: 64'-11 1/2" (width) x 20'-6" (depth).
- Unit 3 dimensions: 26'-6 1/2" (width) x 10'-11" (depth).
- Common area dimensions: 691 SF (Large Common Area).
- Central staircase dimensions: 183 SF.
- Room dimensions: Various rooms are dimensioned, including bedrooms, bathrooms, and kitchens.
- Door and window locations are indicated by arcs and lines.
- Staircase and elevator locations are marked with 'STEP' and 'ELEV'.

mbA

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Commercial Renovation  
7555 Olive Blvd  
St.Louis, MO  
63130

Coordination Set  
Not for Construction

Submittals / Revisions

02/10/2020	SD Drawing Set
--/--/----	_____
--/--/----	_____
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Sheet Information

Date	02/10/20
Job Number	#1959
Drawn	MB
Checked	MB
Title	

## DEMO AND L1 LAYOUT

Sheet

**A100**

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# Pre Application Correspondence from University City

(with Occidental Group Member Chris Chesley)



## Department of Community Development

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

July 31, 2019

Mr. Chesley

Re: Medical Marijuana Dispensary

Mr. Chesley:

Please accept this letter as documenting correspondence that the proposed location for a "Medical Marijuana Dispensary", at the property commonly known as 7555 Olive Boulevard, appears to be eligible to make an application for a conditional use permit upon the formal adoption of proposed University City Bill No. 9385. Upon adoption, of the current May 13, 2019 introduced bill 9385, Medical Marijuana Dispensary Facilities, within the General Commercial District, would be eligible to make a conditional use permit application subject to the following provisions;

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.

In evaluating the proposed location, at 7555 Olive Boulevard, it appears that the site location would be eligible based upon 1) the assumed separation distance of at least 500 feet from an existing elementary school, child care center, or church and 2) a separation distance of more than 150 feet from residentially zoned districts as measured in accordance to the provisions set forth in Section 400.1495, Subsection A (2) of the University City Zoning Code.

In summary, the location of a "Medical Marijuana Dispensary", at the property commonly known as 7555 Olive Boulevard, does appear to meet all requirements to apply for a conditional use permit for a "Medical Marijuana Dispensary".

If you have any additional questions, please call me at (314) 505-8516.

Sincerely,



Clifford Cross  
Director of Planning & Development

# Local Hiring / Community Benefit Programs

(In Development)

## Expungement Program

Expungement Program	
<b>Purpose of Program</b>	This program assists the communities in which we are located by working to expunge non violent drug offense convictions from the records of community members in an effort to improve their job prospects and ability to fully participate in society.
<b>Program Statement</b>	Occidental group will help the community mitigate the negative effects of felony convictions. Occidental Group will pay the legal fees associated with the effort to expunge a qualifying conviction from a qualifying community members who participate in the program. We will additionally provide information and reference material to all community members interested in the opportunity to have a conviction expunged.
<b>Scope</b>	All sites, retail patients, marketing
<b>Definitions</b>	Eligible Offense - an offense for which expungement of conviction is permitted under Missouri law.
<b>Procedures</b>	Application, Qualification review. Candidate Selection
<b>Forms</b>	Application, Marketing Information.
<b>Stakeholders</b>	Company Management
<b>Enforcement</b>	N/A
<b>Related Information</b>	
<b>Deliverables</b>	Policy - Company Master - Employee Handbook - Marketing / PR
<b>Program Testing/ Scoring</b>	This program will be scored on the basis of adoption rate, We will use this to determine whether additional marketing is needed to make the population in the area of our retail sites aware of the existence and requirements for the expungement program.
<b>Program Updating</b>	The marketing effectiveness and business impact of the program will be reviewed annually and adjustments will be made as necessary.



## OGI Expungement Program - Eligibility

## Eligibility for felony expungement:

- Must be seven years after completion of probation or jail/prison term
- All fines and costs are paid, including restitution
- Qualifying charge
- Only one felony expungement is allowed
- No criminal charges in the last seven years

## Eligibility for misdemeanor expungement:

- Must be three years after completion of probation or jail/prison term
- All fines and costs are paid, including restitution
- Qualifying charge
- Two misdemeanors (with jail time) expungements are allowed. Infractions without jail time are unlimited.
- No criminal charges in the last three years

## Eligibility for driving or boating while intoxicated expungement:

- Must be 10 years after the plea of guilty
- Not a conviction for driving a commercial motor vehicle while under the influence of alcohol
- Not been convicted of any intoxication-related traffic offense or intoxication-related boating offense
- No CDL

**Petition for Expungement - Section 610.140, RSMo: Effective January 1, 2018.** This form is used to ask the court to order agencies that have arrest/plea/trial/conviction(s) pertaining to specific incidents in which the applicant was involved to close those records pursuant to section 610.140, RSMo. All agencies that may have records must be identified by checking the appropriate box(es) under "Defendant(s)." A \$250 surcharge will be assessed when the petition is filed with the court. The judge may waive the surcharge if the petitioner is found by the judge to be indigent and unable to pay the costs. Motion and Affidavit in Support of Request to Proceed as a Poor Person may be filed with the petition. The motion can be found at: <https://www.courts.mo.gov/page.jsp?id=526>.

The following offenses, violations, and infractions are **not** eligible to be expunged under this section:Â

- Any class A felony offense;
- Any dangerous felony as that term is defined in section 556.061;
- Any offense that requires registration as a sex offender;
- Any felony offense where death is an element of the offense;
- Any felony offense of assault; misdemeanor or felony offense of domestic assault; or felony offense of kidnapping;
- Any offense listed, or previously listed, in chapter 566 or section 105.454, 105.478, 115.631, 130.028, 188.030, 188.080, 191.677, 194.425, 217.360\*, 217.385, 334.245, 375.991, 389.653, 455.085, 455.538, 557.035, 565.084\*\*, 565.085\*\*, 565.086\*\*, 565.095\*\*, 565.120, 565.130, 565.156, 565.200\*\*, 565.214\*, 566.093, 566.111, 566.115, 568.020, 568.030, 568.032, 568.045, 568.060, 568.065, 568.080\*\*, 568.090\*\*, 568.175. 569.030\*\*, 569.035\*\*, 569.040, 569.050, 569.055, 569.060, 569.065, 569.067\*, 569.072\*\*, 569.100,

569.160, 570.025, 570.030, 570.090, 570.100, 570.130, 570.180, 570.223, 570.224, 570.310, 571.020, 571.030, 571.060, 571.063, 571.070, 571.072, 571.150, 574.070, 574.105, 574.115, 574.120, 574.130, 575.040, 575.095, 575.153, 575.155, 575.157, 575.159, 575.195, 575.200, 575.210, 575.220, 575.230, 575.240, 575.350\*, 575.353, 577.078, 577.703, 577.706, 578.008\*\*, 578.305\*\*, 578.310\*\*, or 632.520;

- Any offense eligible for expungement under section 577.054\*\* or 610.130;
- Any intoxication-related traffic or boating offense as defined in section 577.001, or any offense of operating an aircraft with an excessive blood alcohol content or while in an intoxicated condition;
- Any ordinance violation that is the substantial equivalent of any offense that is not eligible for expungement under this section; and
- Any violations of any state law or county or municipal ordinance regulating the operation of motor vehicles when committed by an individual who has been issued a commercial driver's license or is required to possess a commercial driver's license issued by this state or any other state.

\*The section was repealed by S.B. 491, 2014, effective January 1, 2017.

\*\*The section was transferred by S.B. 491, 2014, effective January 1, 2017.

The following criteria for each of the offenses, violations, or infractions listed in the petition for expungement must be met. If the court determines the criteria for all offenses listed in the petition for expungement, or the petitioner has knowingly provided false information in the petition, the petition will be dismissed by the court and you cannot refile another petition until a year has passed since the filing of the first petition.

- It has been at least seven years if the offense is a felony, or at least three years if the offense is a misdemeanor, municipal offense, or infraction from the date the petitioner completed any authorized disposition imposed under section 557.011

for each offense, violation, or infraction listed in the petition;

- The person has not been found guilty of any other misdemeanor or felony, not including violations of the traffic regulations provided under chapters 304 and 307, during the time period specified for the underlying offense, violation, or infraction in subdivision (1) of this subsection;
- The person has satisfied all obligations relating to any such disposition, including the payment of any fines or restitution;
- The person does not have charges pending;
- The petitioner's habits and conduct demonstrate that the petitioner is not a threat to the public safety of the state; and
- The expungement is consistent with the public welfare and the interests of justice warrant the expungement.

A person who has been granted an expungement of records pertaining to a misdemeanor or felony offense, an ordinance violation, or an infraction may answer "no" to an employer's inquiry into whether the person has ever been convicted of a crime if, after the granting of the expungement, the person has no public record of a misdemeanor or felony offense, an ordinance violation, or an infraction. The person, however, shall answer such an inquiry affirmatively and disclose his or her criminal convictions, including any offense or violation expunged under this section or similar law, if the employer is required to exclude applicants with certain criminal convictions from employment due to federal or state law, including corresponding rules and regulations.

Notwithstanding the provisions to the contrary, a person granted an expungement shall disclose any expunged offense, violation, or infraction when the disclosure of such information is necessary to complete any application for:

- A license, certificate, or permit issued by this state to practice such individual's profession;
- Any license issued under chapter 313 or permit issued under chapter 571;
- Paid or unpaid employment with an entity licensed under chapter 313, any state-operated lottery, or any emergency services provider, including any law enforcement agency;
- Employment with any federally insured bank or savings institution or credit union or an affiliate of such institution or credit union for the purposes of compliance with 12 U.S.C. Section 1829 and U.S.C Section 1785;
- Employment with any entity engaged in the business of insurance or any insurer for the purpose of complying with 18 U.S.C. Section 1033, 18 U.S.C. Section 1034, or other similar law which requires an employer engaged in the business of insurance to exclude applicants with certain criminal convictions from employment; or
- Employment with any employer that is required to exclude applicants with certain criminal convictions from employment due to federal or state law, including corresponding rules and regulations.

A person may be granted more than one expungement under this section provided that during his or her lifetime, the total number of offenses, violations, or infractions for which orders of expungement are granted to the person shall not exceed the following limits:

- Not more than two misdemeanor offenses or ordinance violations that have an authorized term of imprisonment; and
- Not more than one felony offense.

Note: This form should not be used to ask for an expungement under section 610.130, RSMo.

- [CR 360 Petition for Expungement - Section 610.140, RSMo.pdf](#)

(Updated 12/19/17)

## OGI Expungement Program - Application

### Application

\*If you cannot understand or fill out this form, let an associate know and we will contact you to arrange a time to meet with our expungement team.

Name (First / Middle / Last)

---

Date of Birth (M/DD/YYYY)

---



Address

---

---

Phone #

---

Email

---

Name of another contact we can discuss this mater with (optional)

---

Conviction to be expunged

---

---

Date of Conviction to be expunged

---

---

Confirm Eligibility

Explain why you would like to participate in this program. How will expunging your offense assist you?

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## OGI Expungement Program - Terms

### Terms

### Eligibility

Participants must be a Missouri resident who meets the criteria under statute.

### Residence

Preference will be given first for individuals living within the municipality in which the site is located, second preference will be for those living within the congressional district.

Other enhancements will be veteran status, workforce entry goals, low income status

Eligibility or selection for the program will not be based on race, sex, creed, color, sexual orientation, gender identity.

### Selection

### Confidentiality

All identifying information to be confidential We may tell use your story without identifying information in public relations materials.

### Costs

Occidental Group will pay all costs directly associated with the process.

### Terms.

Applicant authorizes Occidental Group to consult with an attorney to review the application. Applicant will have to sign an engagement letter with appropriate counsel authorizing Occidental group as the billing party. Occidental Group will not have any involvement in the processing of your case.

Occidental group is not a law firm and application for this program is not substitute for legal advice. There is no guarantee you will be accepted for the program or that your application for expungement will be successful. This is not a job offer or joint venture

agreement. You agree to hold Occidental group harmless for any negative consequences associated with your application for or participation in this program.

Selection for the expungement program is in the sole discretion of Occidental Group. Application does not guarantee acceptance. No purchase is necessary, nor is a medical marijuana patient card or participation in our loyalty program.

#### Expungement Program Application review procedures

At the end of each quarter, applications will be reviewed by the community improvement team. The team will review all complete applications and score them. The highest scoring applications will be referred for participation in the program. Referred applicants will be contacted and require to engage provided counsel within one month of contact.

Program goals will be two active cases per half year. Program limits will be 4 active cases at one time. The community improvement team may refer two applicants in the first quarter. Thereafter, they will refer as many applicants as there are spaces available under the program limit. Applications will be kept for four quarters after scoring and will be eligible for score based referral in each of those quarters.

### Scholarship/ Apprenticeship Program

Apprenticeship Program	
<b>Purpose of Program</b>	This program assists the communities in which we are located by working to increase the number of community members who are qualified to participate in the industry and to give such individuals a head start in employment with our organization or other industry participants.

<b>Program Statement</b>	Where there there is interest among local community members in employment in our industry, but an insufficient number of qualified candidates living in the local radius, we will offer scholarship and apprenticeship programs to assist in putting deserving members of the community in a position to join the industry in our organization or in the industry at large.
<b>Scope</b>	All sites, retail patients, marketing
<b>Definitions</b>	
<b>Procedures</b>	Application, Qualification review. Candidate Selection
<b>Forms</b>	Application, Marketing Information.
<b>Stakeholders</b>	Company Management
<b>Enforcement</b>	N/A
<b>Related Information</b>	
<b>Deliverables</b>	Policy - Company Master - Employee Handbook - participant evaluation , participant selection procedure
<b>Program Testing/ Scoring</b>	This program will be scored on the basis of adoption rate, and participant evaluations We will use this to determine whether additional marketing is needed to make the population in the area of our retail sites aware of the existence and requirements for the program
<b>Program Updating</b>	The marketing effectiveness and business impact of the program will be reviewed annually and adjustments will be made as necessary.

## OGI Scholarship/Apprenticeship Program - Application

### Application

\*If you cannot understand or fill out this form, let an associate know and we will contact you to arrange a time to meet with our expungement team.

Name (First / Middle / Last)

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Date of Birth (M/DD/YYYY)

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Address

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Phone #

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Email

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Name of another contact we can discuss this matter with (optional)

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What are your goals in this industry

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—

What is your experience with the industry

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—

What would you like to learn or gain experience in?

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—

Explain why you would like to participate in this program.

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Scholarship/Apprenticeship Program Application review procedures

At the end of each quarter, applications will be reviewed by the community improvement team. The team will review all complete applications and score them. The highest scoring applications will be referred for participation in the program. Referred applicants will be contacted and required to provide additional information required and begin the program within one month of contact.

Program goals will be two placements per half year. Program limits will be 4 active placements at one time. The community improvement team may refer two applicants in the first quarter. Thereafter, they will refer as many applicants as there are spaces available under the program limit. Applications will be kept for four quarters after scoring and will be eligible for score based referral in each of those quarters.

### Scholarship/Apprenticeship Program Placement Options

Scholarship - TBD

Apprenticeship - the apprenticeship program will provide real world experience and on the job training in the form of a paid internship with Occidental group. Internships may be in dispensary operations or business administration. Participants will be required to meet all eligibility requirements for employment at our facilities. Participants will be required to commit to a minimum of 15 hours per week for a 3 month period. Participants will be placed on payroll at an hourly rate of 1.25 x the applicable minimum wage rate. Applicant experience goals are as follows:

#### **Dispensary operations**

Gain an understanding of basic day to day operations, including patient counseling, product information, security, inventory management, compliance procedures, site maintenance, pos operation, and general retail procedure.

The goal will be to be immediately employable in the industry,

The participants experience in the program will be evaluated by the participant and the participants manager. Positive evaluations may result in immediate job placement.

#### **Business administration**

[Design goals]

## Local Hiring Program

Hiring Program	
<b>Purpose of Program</b>	This program helps to ensure that economic benefit generated by the company remains in our site communities by giving hiring preference to community members.
<b>Program Statement</b>	We believe that a community is best served by employees who are members of the community. For this reason it is the policy of the company to place high value on employing individuals who live near our facilities. In order to assist in this we will advertise in the area of our facilities and give preference to candidates who live in the area (radius to be determined on a site by site basis).
<b>Scope</b>	All sites, retail patients, marketing
<b>Definitions</b>	
<b>Procedures</b>	Application, Qualification review. Candidate Selection
<b>Forms</b>	Application, Marketing Information.
<b>Stakeholders</b>	Company Management
<b>Enforcement</b>	N/A
<b>Related Information</b>	
<b>Deliverables</b>	Policy - Company Master - Employee Handbook - POS procedure - Marketing / PR
<b>Program Testing/ Scoring</b>	This program will be scored on the basis of adoption rate, We will use this to determine whether additional marketing is needed to make the population in the area of our retail sites aware of the existence and requirements for the program.
<b>Program Updating</b>	The marketing effectiveness and business impact of the program will be reviewed annually and adjustments will be made as necessary.

- NOTE: This program is a part of OGI general hiring policies. See general hiring policies for complete hiring process.

**-Local Hiring Priority Criteria**

- Lives within a 3 mile radius of the primary job site 5 points
- Has completed apprenticeship or educational program offered by OGI Group - 5 points
- Honorably discharged from the armed forces of the united states 3 Points
- Advances the goals of OGI's community justice programs 3 Points

Prospective hires shall be interviewed by the hiring authority manager most immediately above the position to be filled in the org chart. Interviews shall comply with our interview guidelines, which will help to standardize the interview process and prevent improper or irrelevant inquiries. The hiring authority manager conducting the interview shall give the candidate a score of Do not consider (0), May Consider (5), or Strongly Consider (9).

-Candidates will receive additional points (to a maximum of 9) for each hiring priority criteria for which they qualify.

-The highest scoring candidates will be invited to continue the process by participating in a second interview with the next higher hiring authority manager and a background check.

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## Community Beautification Program

Community Beautification Program	
<b>Purpose of Program</b>	This program assists the communities in which we are located by working with local elected officials, community groups, and other stakeholders to identify targets for community beautification projects that OGI can assist in through contribution of labor, money, other resources, or all of the above. Possible projects include trash cleanup, assistance with house repair, river stream cleanup, environmental restoration, community garden, and tree planting.
<b>Program Statement</b>	OGI intends to be a genuine part of each community in which it carries out operations. This includes a concern for the health, safety, and beauty of the community. In support of this goal, OGI will actively seek opportunities to bring its resources to bear on projects focused on improving the health, safety, and beauty of the community.
<b>Scope</b>	All sites, marketing
<b>Definitions</b>	
<b>Procedures</b>	Project Identification, Project Selection, Project Planning
<b>Forms</b>	Candidate Project Overview, Project Planning Sheet (includes Project Completion Goals), Project Wrap Up/Review
<b>Stakeholders</b>	Company Management
<b>Enforcement</b>	N/A
<b>Related Information</b>	
<b>Deliverables</b>	Project Plan, Project Completion Goals
<b>Program Testing/ Scoring</b>	This program will be scored on the basis of adoption rate, We will use this to determine whether additional marketing is needed to make the stakeholders in the area of our retail sites aware of the existence and requirements for the program.
<b>Program Updating</b>	The marketing effectiveness and business impact of the program will be reviewed annually and adjustments will be made as necessary.

## Community Beautification Candidate Project Application review procedures

At the end of each quarter, applications will be reviewed by the community improvement team. The team will review all complete applications and score them. The highest scoring applications will be referred for participation in the program.

Program goals will be two projects per half year. Program limits will be 2 active projects at one time. The community improvement team may refer two projects in the first quarter. Thereafter, they will refer as many applicants as there are spaces available under the program limit.

## Candidate Project Overview

Description of Project

Primary Stakeholder

Required Resources

\$

Labor Hours

Materials

Permits/Licenses

Time to Complete

Visibility

Est Total Project Cost



## Community Beautification Project Planning Sheet

Project Name

Project Goals

Project PR Plan

Project Budget

Project Material Resources

Project Labor Resources

Project Materials Purchasing Plan/Calendar

Project Labor Calendar

Project Completion Criteria

## Litter prevention program

Litter Control Program	
<b>Purpose of Program</b>	This program assists the communities in which we are located by working to eliminate litter.
<b>Program Statement</b>	As participants in a packaging intensive industry, we recognize that we have a responsibility to encourage our customers to properly dispose of all refuse. We are also committed to actively patrolling our premises and adjoining streets for litter.
<b>Scope</b>	All sites, marketing
<b>Definitions</b>	
<b>Procedures</b>	
<b>Forms</b>	Candidate Project Overview, Project Planning Sheet (includes Project Completion Goals), Project Wrap Up/Review
<b>Stakeholders</b>	Company-wide
<b>Enforcement</b>	
<b>Related Information</b>	
<b>Deliverables</b>	Signage, Recycling Program
<b>Program Testing/ Scoring</b>	
<b>Program Updating</b>	The marketing effectiveness and business impact of the program will be reviewed annually and adjustments will be made as necessary.



## Council Agenda Item Cover

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**MEETING DATE:** September 14, 2020

**AGENDA ITEM TITLE:** Resolution for Fiscal Year 2019-2020 Budget Amendment #3

**AGENDA SECTION:** New Business – Resolution 2020-10

**CAN THIS ITEM BE RESCHEDULED?** No

**PREPARED/SUBMITTED BY:** Keith Cole, Director of Finance

### BACKGROUND REVIEW:

Attached is the third budget amendment of fiscal year 2020 for all Funds. This amendment includes the increases and decreases of revenues and expenditures.

### General Fund

#### Revenues:

- 1) Increase in **Right of Way** of \$75,000 due to underestimating the amount collected thus far, in addition to collecting \$13,000 from MSD for right-of-way that was not anticipated.
- 2) Increase in **Insurance Recoveries** of \$97,000 due to recording of insurance reimbursements as revenue. Recording as revenue is the proper accounting rule and this was not in the original budget.
- 3) Increase in **Parking Fines** of \$180,000 due to not anticipating collecting this amount over the budgeted amount.
- 4) Increase in **Miscellaneous Revenue** of \$140,000 due to receiving reimbursement checks from Novus Development and PGAV. The amounts were not included in original budget.
- 5) Increase in **Interest – Investments** of \$30,000 due to underestimating the amount originally budgeted.
- 6) Increase in **Interest – Sales Tax** of \$11,000 due to begin to receive interest on the Sales Tax that we receive from the State of Missouri.

## **Expenditures:**

### **1) Finance**

a. A transfer of \$50,000 from Salaries – Full Time to offset costs of \$21,000 of Auditing & Accounting, \$10,000 of Professional Services, and \$19,000 of Postage. No impact on fund reserves

### **2) Police**

a. A transfer of \$145,000 from Salaries – Full Time to help offset costs of \$25,000 of Salaries – Part Time, and \$120,000 of Overtime. No impact on fund reserves.

### **3) Fire**

a. Increase in Salaries – Full Time of \$100,000 and Overtime of \$290,000 due to operating an additional ambulance and Overtime during COVID-19 outbreak. The total amount will need to be transferred from the General Fund Reserve.

### **4) Planning & Development**

a. A transfer of \$8,000 from Professional Services and \$9,000 from Legal Services to help offset costs of \$17,000 of Mileage Reimbursement. No impact on fund reserves.

### **5) Parks, Recreation & Forestry – Parks Maintenance**

a. A transfer of \$17,000 from Medical Insurance, \$6,000 from Miscellaneous Improvements, and \$15,000 from Software Systems to help offset costs of \$17,000 of Salaries – Full Time, and \$21,000 of Maintenance Contracts. No impact on fund reserves.

### **6) Parks, Recreation & Forestry – Community Center**

a. A transfer of \$4,000 from Postage and \$1,900 from Miscellaneous Repairs & Maintenance to help offset costs of \$1,900 of Food, \$3,200 of Recreational Supplies, and \$800 of Uniforms & Safety Gear. These costs were not part of original budget. No impact on fund reserves.

### **7) Parks, Recreation & Forestry - Aquatics**

a. A transfer of \$69,000 from Aquatics Salaries – Part Time to help offset costs in Public Works – Street Maintenance, Salaries – Full Time of \$62,000, and \$7,000 of Overtime. No impact to fund reserves.

### **8) Debt Service – General Debt**

a. Due to paying off the 2005 Special Obligation Bonds in FY2020, the principle payment amount of \$105,000 was not included in the budget. This amount will need to be transferred from the General Fund Reserve.

## **Economic Development Retail Sales Tax Fund**

1) At the July 9, 2019 meeting of the Economic Development Retail Sales Tax Board, following requests were approved to recommend to City Council for final approval during FY2020. U City Farmers Market for \$28,500; St. Louis Artworks for \$11,100; U City School District, EMT Training for \$68,300; U City in Bloom for \$50,573; and Façade Improvement Program for \$150,000. City Council approved these projects on August 12, 2019, totaling \$308,473. The amount will have a reduction in the Economic Development Retail Sales Tax Fund Reserve.

2) At the October 15, 2019 meeting of the Economic Development Retail Sales Tax Board, following requests were approved to recommend to City Council for final approval during FY2020. LSBF – Loop Light Study for \$19,000; LSBF – StL Visitor's Guide for \$14,000; LSBF – Brochures & Directories for \$6,000; LSBF – Loop Events for \$85,000; Mannequins on the Loop for \$21,000;

and WINCO Windows Automation for \$175,000. City Council approved these projects on October 28, 2019, totaling \$320,000. The amount will have a reduction in the Economic Development Retail Sales Tax Fund Reserve.

#### **Capital Improvement Sales Tax Fund**

3) Due to the City paying off the Certificates of Participation Series 2012 in FY2020, the City received a check from UMB Bank. The amount was held in a Reserve Fund until the Series 2012 was paid off. The amount of \$456,300 will increase the Capital Improvement Sales Tax Fund Reserve.

#### **Parks & Stormwater Sales Tax Fund**

4) Due to the City paying off the Certificates of Participation Series 2012 in FY2020, the City received a check from UMB Bank. The amount was held in a Reserve Fund until the Series 2012 was paid off. The amount of \$245,700 will increase the Parks & Stormwater Sales Tax Fund Reserve.

#### **ATTACHMENTS:**

- Resolution 2020-10

#### **RECOMMENDATION:**

The City Manager recommends the City Council approve the Resolution for fiscal year 2019-2020 Budget Amendment #3.

**FY20 Budget Amendment #3**  
**To Be Approved by City Council**  
**September 14, 2020**

**General Fund:**

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
1) 4430 Right of Way Use	75,000		Increase to get closer to actual
2) 4805 Insurance Recoveries	97,000		New account added; recommendation by the Auditors
3) 4703 Parking Fines	180,000		Increase to get closer to actual
4) 4804 Miscellaneous Revenue	140,000		Increase due to receiving checks from Novus Dev and PGAV
5) 4852 Interest - Investments	30,000		Increase to get closer to actual
6) 4855 Interest - Sales Tax	11,000		Began to receive interest on sales tax from State of Missouri

<u>Account</u>		<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
<b>Finance</b>				
1)	5001 Salaries-Full Time		(50,000)	Increase budget expenditures due to extra fees for audit, Kronos fees not budgeted; and postage meter
	6001 Auditing & Accounting	21,000		
	6010 Professional Services	10,000		
	6090 Postage	19,000		
<b>Police</b>				
2)	5001 Salaries-Full Time		(145,000)	Transfer salaries expenditure to cover the overtime expenditure and salaries part-time expenditure during the FY
	5340 Salaries-Part-Time	25,000		
	5380 Overtime	120,000		
<b>Fire</b>				
3)	5001 Salaries-Full Time	100,000		Increase budget expenditures due to operating additional ambulance and OT during COVID-19 outbreak
	5380 Overtime	290,000		
<b>Planning &amp; Development</b>				
4)	6010 Professional Services		(8,000)	Transfer of professional services and legal services to cover mileage reimbursement for FY expenditures
	6020 Legal Services		(9,000)	
	6110 Mileage Reimbursement	17,000		
<b>Parks, Recreation &amp; Forestry - Park Maintenance</b>				
5)	5001 Salaries-Full Time	17,000		Transfer of medical insurance to cover salaries-full time
	5460 Medical Insurance		(17,000)	
	6050 Maintenance Contracts	21,000		No expenditures in Misc Imp and Software Systems, moving to Maint. Contracts to cover overage
	8100 Misc Improvements		(6,000)	
	8140 Software Systems		(15,000)	

**FY20 Budget Amendment #3  
To Be Approved by City Council  
September 14, 2020**

**General Fund:**

**Parks, Recreation & Forestry - Community Center**

6)	6090 Postage		(4,000)	Transfer part of budget from postage
	6430 Misc Repairs & Maintenance		(1,900)	and misc. repairs & maintenance to cover
	7330 Food	1,900		expenditures for food, recreational supplies,
	7690 Recreational Supplies	3,200		uniform & safety gear not part of original
	7770 Uniforms & Safety Gear	800		budget

**Parks, Recreation & Forestry - Aquatics**

7)	5340 Salaries-Part-Time		(69,000)	Transfer part of Aquatics Salaries Part Time
	5001 Salaries-Full Time	62,000		to PW - Street Maint. Salaries Full Time
	5380 Overtime	7,000		and Overtime

**Debt Service - General Debt**

8)	9150 Debt Service - Principal	105,000		Increase budget due to principal amount of 2005 Spec Obligation Bond not included in original budget; debt paid off in FY2020
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**FY20 Budget Amendment #3  
To Be Approved by City Council  
September 14, 2020**

**Economic Development Retail Sales Tax Fund:**

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) 6010 Professional Services	68,300		EMT Academy (U City School)
6010 Professional Services	11,100		StL Artworks, Mural Parking Garage
6040 Events & Reception	28,500		U City Farmers Market
6050 Maintenance Contracts	50,573		U City in Bloom
8170 Façade Improvement Program	150,000		Façade Imp Program
<b>Note: above projects approved by Council, August 12, 2019</b>			
2) 6010 Professional Services	19,000		Loop Lighting Study
6040 Events & Reception	85,000		LSBD-Loop Events
6040 Events & Reception	21,000		Mannequins on the Loop
6130 Advertising & Public Notice	14,000		LSBD-Stl Visitors Guide
6150 Printing Services	6,000		LSBD-Brochures & Directory
8100 Misc Improvements	175,000		WINCO-Windows Automation
<b>Note: above projects approved by Council, October 28, 2019</b>			

**Total Economic Development Retail Sales Tax Fund  
Reduction in Fund Balance**

**628,473**

**Capital Improvement Sales Tax Fund**

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
3) 4850 Debt Reserve Fund	456,300	-	Increase in revenue due to received check from BNY Mellon. Held in Reserve Fund associated with the COPS Series 2012.
<b>Total Capital Improvement Sales Tax Fund Increase in Fund Balance</b>		<b>456,300</b>	

**Parks & Stormwater Sales Tax Fund**

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
4) 4850 Debt Reserve Fund	245,700	-	Increase in revenue due to received check from BNY Mellon. Held in Reserve Fund associated with the COPS Series 2012.
<b>Total Parks &amp; Stormwater Sales Tax Fund Increase in Fund Balance</b>		<b>245,700</b>	

***Resolution 2020 - 10***

**A RESOLUTION AMENDING THE FISCAL YEAR 2019-2020 (FY20)  
BUDGET – AMENDMENT # 3 AND APPROPRIATING SAID AMOUNTS**

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of University City, Missouri, that the Annual Budget for the fiscal year beginning July 1, 2019, was approved by the City Council and circumstances now warrant amendment to that original budget.

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

Adopted this 14th day of September 2020

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Certified to be Correct as to Form:

\_\_\_\_\_  
City Attorney





## Council Agenda Item Cover

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**MEETING DATE:** September 14, 2020

**AGENDA ITEM TITLE:** A Resolution Approving a Rights-of-Way Agreement with Everstream Solutions LLC

**AGENDA SECTION:** New Business – Resolutions

**CAN THIS ITEM BE RESCHEDULED?** Yes

**PREPARED/SUBMITTED BY:** City Manager's Office

**BACKGROUND REVIEW:**

This Resolution authorizes the City Manager to execute a Rights-of-Way Use Agreement with Everstream Solutions LLC. Everstream has requested consent from University City to use rights-of-way to construct, install, maintain and operate facilities for communications or related capabilities.

The terms of the Agreement are substantially similar to those in other rights-of-way use agreements approved by the City Council. See Resolution Nos. 2019-6 (5/13/2019) and 2018-13 (9/10/2018), and Ordinance Nos. 7080 (4/9/2018), 7081 (4/9/2018) and 7083 (8/13/2018).

University City expects to receive at least \$32,741 annually from Everstream based on an estimated 16,536 linear feet of facilities Everstream intends to install in rights-of-way subject to this Agreement. The amount may be increased by a maximum of two percent annually. The term of the Agreement is ten years.

**RECOMMENDATION:**

City Manager recommends approval.

**Attachments:**

1. Resolution 2020-11, including Exhibits A and B



**RESOLUTION 2020-11**

**A RESOLUTION APPROVING A RIGHTS-OF-WAY USE AGREEMENT  
WITH EVERSTREAM SOLUTIONS LLC**

**WHEREAS**, Everstream Solutions LLC (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 Council now desires to authorize the City Manager to enter into the ROW Use Agreement with Everstream Solutions LLC 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 Everstream Solutions LLC in substantially the form of Exhibit A, attached hereto and incorporated herein by reference, relating to compensation for, and conditions upon, Everstream Solutions LLC’s use of the City’s Rights-of-Way. 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 14<sup>th</sup> DAY OF SEPTEMBER, 2020.

By: \_\_\_\_\_  
Terry Crow, Mayor

ATTEST:

\_\_\_\_\_  
LaRette Reese, City Clerk

## Exhibit A

### Everstream Solutions LLC 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, Everstream Solutions LLC, an Ohio 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

**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.** The term of this Agreement shall be deemed to commence on August 20, 2020 and continue **ten (10) 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; provided that the first increase may occur as early as January 1, 2021.

Licensee states that it currently has 0 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 16,536 linear feet of underground Facilities and 0 antennas within the

City ROW for the purposes authorized herein, as depicted on Exhibit B (routes shown in green and red) 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.

## **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 of 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 \$2,905,664, 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:

Everstream Solutions LLC  
1228 Euclid Avenue, Suite 250  
Cleveland, OH 44115  
Attn: General Counsel

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**

\_\_\_\_\_  
Gregory Rose, City Manager

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

**ATTEST:**

\_\_\_\_\_  
LaRette Reese, City Clerk

**EVERSTREAM SOLUTIONS LLC**

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

Print Name: JOE PONZARINI


Title: EVP, OPERATIONS

Date: SEPTEMBER 09, 2020

(CORPORATE SEAL)

STATE OF OHIO )  
 ) ss.  
COUNTY OF Cuyahoga )

The forgoing instrument was acknowledged before me this SEPT 9, 2020,  
by JOE PENNELLO on behalf of Everstream Solutions LLC. This person is personally known  
to me or has produced DRIVER'S as identification.  
LICENSE

  
(Signature of Notary taking Acknowledgment)

Notary Public, State of OHIO

My Commission Expires:



JARA ANTON  
Notary Public, State of Ohio  
My Commission Expires:  
April 23, 2025

## 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.

**EXHIBIT B**

**Map of Everstream Solutions LLC's Proposed Fiber Network**



# UNIVERSITY CITY FIBER AND RIGHT-OF-WAY

ROW Section (Everstream FOC)  
MODOT  
St Louis County Arterials  
University City

8549.9

4770.7

5374.3

2155.5

4235.6

0 1500 3000 4500 ft

everstream®  
FASTER FIBER. BETTER BUSINESS.®





## Council Agenda Item Cover

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**MEETING DATE:** September 14, 2020

**AGENDA ITEM TITLE:** Resolution – Renaming Streets and Parks

**AGENDA SECTION:** New Business – Resolution 2020-12

**CAN THIS ITEM BE RESCHEDULED?** Yes

**PREPARED/SUBMITTED BY:** City Manager's Office

### **BACKGROUND REVIEW:**

This Resolution establishes a Street and Park Renaming Task Force consisting of seven members. The Mayor and all other members of the City Council may each appoint a Task Force member. The Task Force will study whether any City street or park name is offensive and should be renamed; and if a name is offensive, the Task Force may recommend a replacement name. The Task Force may establish criteria for determining whether a name is offensive and selecting any replacement name; and the Task Force may consult experts and others having relevant knowledge and may engage in public outreach. The Task Force shall complete its work within 120 days unless extended by the City Council.

### **RECOMMENDATION:**

City Manager recommends approval.

### **ATTACHMENTS:**

- Resolution 2020-12



## **RESOLUTION 2020-12**

### **A RESOLUTION ESTABLISHING A STREET AND PARK RENAMING TASK FORCE**

**WHEREAS**, the City of University City, Missouri (the "City") has recognized "that inclusion and equity are essential components of democracy and are ultimately beneficial to all, encourage better community interaction, cooperation, tolerance and understanding" and has reaffirmed "its support for diversity and affirmative action programs" (Resolution 2009-22); and

**WHEREAS**, the City has "a rich tradition of diversity, acceptance, and tolerance" and "welcomes all regardless of race, religion, creed, color, ancestry, national origin, sex, sexual orientation, gender identity, age, disability, political affiliation, marital status, familial status, income or education level" (Resolution 2016-26); and

**WHEREAS**, the City has declared "its loyalty to being a welcoming city" and "will find ways to institutionalize welcoming efforts through adoption of policies and practices that promote inclusion within local government and the broader community" (Resolution 2017-5); and

**WHEREAS**, the City has condemned "the message of white nationalism, while encouraging on-going, respectful and honest conversations among people of the City of University City on issues that could divide our community now and in the future" (Resolution 2017-16); and

**WHEREAS**, the City prohibits discrimination in places of public accommodation, including all places "offering or holding out to the general public, goods, services, privileges, facilities, advantages or accommodations for the peace, comfort, health, welfare and safety of the general public" and "any (public) facility supported in whole or part by public funds" (Municipal Code Section 223.020); and

**WHEREAS**, the City Council desires to establish a Street and Park Renaming Task Force to study whether any City street or park names are offensive and should be renamed.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF UNIVERSITY CITY, MISSOURI, THAT:**

1. A Street and Park Renaming Task Force ("the Task Force") is hereby established.
2. The Task Force shall consist of seven members who shall be appointed by the City Council. The Mayor and all other members of the City Council may each appoint a Task Force member. Task Force members shall be residents of the City and shall serve without compensation.
3. The Task Force shall study whether any City street or park names are offensive and should be renamed and report its findings to the City Council. If the Task Force finds that any street or park name is offensive, it may recommend a replacement name, accompanied by a detailed explanation. The Task Force may establish criteria for determining whether a name is offensive and selecting any replacement name, consistent with the intent of this Resolution as expressed in the Resolutions and Code provisions cited above. The Task Force may consult experts and others having relevant knowledge and may engage in public outreach.
4. The City Manager may provide staff and other resources to assist the Task Force in carrying out its work.
5. The Task Force may elect officers and adopt such rules for its own guidance and proceedings as may be expedient, not inconsistent with this Resolution and all applicable laws.

6. The Task Force shall comply with all Missouri and City laws on the conduct of public business, including public meetings and records. The City Clerk may assist the Task Force in this regard.
7. The Task Force shall complete its work within 120 days of the adoption of this Resolution unless extended by the City Council.

**ADOPTED** this 14<sup>th</sup> day of September, 2020.

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Mayor

ATTEST:

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City Clerk