



MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
Monday, February 28, 2022
6:30 p.m.

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, in compliance with St. Louis County's public health order mask are required.

To provide for social distancing during Council meetings **in-person public attendance will be limited to the first 25 people.**

Citizen may also observe the Meeting via Live Stream on YouTube:

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

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATION

None

E. APPROVAL OF MINUTES

1. February 14, 2022 – Regular Session Minutes

F. APPOINTMENTS to BOARDS AND COMMISSIONS

None

G. SWEARING IN TO BOARDS AND COMMISSIONS

None

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Request to Address the Council Forms are located on the ledge just inside the entrance. Please complete and place the form in the basket at the front of the room.

*Citizen may provide written comments ahead of the meeting; they 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, 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. **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.*

I. PUBLIC HEARINGS

1. none

J. CONSENT AGENDA

1. Collective Bargaining Agreement - Eastern Missouri Coalition of Police Fraternal Order of Police Lodge 15
2. EDRST Grant - UCFD/U City High School - EMT Academy - Rollover Funds
3. Relocation Assistance – (O'Hara)
4. Relocation Assistance – (Perry)
5. 8008-8020 Olive Easement – Vacate, Release and Terminate (Six Fortune, LLC)

K. CITY MANAGER'S REPORT

1. Determination of a Member's Eligibility on the Park Commission
2. Emergency Approval of alley cave-in repair between 6500 blocks of Crest Ave and Etzel Ave.
3. Conditional Use Permit – 8351 Olive Boulevard. The proposed use is for a warehouse that would exceed 50% of the total gross floor area of the premises.

L. UNFINISHED BUSINESS

1. **Bill 9452** – AN ORDINANCE AMENDING SCHEDULE VII OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN. (*Golf Course Dr. at Alanson Dr.*).
2. **Bill 9453** – AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS “7579 OLIVE BOULEVARD”. (*Quick Trip Store*)

M. NEW BUSINESS

Resolutions

Bills

1. **Bill 9454** – AN ORDINANCE AMENDING CHAPTER 400 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO ZONING DISTRICTS ESTABLISHED PURSUANT TO SECTION 34-22 THEREOF, AND ENACTING IN LIEU THEREOF A NEW OFFICIAL ZONING MAP, THEREBY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF PROPERTY AT 1004 PENNSYLVANIA BOULEVARD TO “HR” HIGH DENSITY RESIDENTIAL DISTRICT.

N. COUNCIL REPORTS/BUSINESS

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

O. CITIZEN PARTICIPATON (continue if needed)

P. COUNCIL COMMENTS

Q. EXECUTIVE SESSION

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.

R. ADJOURNMENT

Posted 25th day of February 2022.

LaRette Reese
City Clerk

**MEETING OF THE CITY COUNCIL
VIA VIDEOCONFERENCE
University City, Missouri 63130
Monday, February 14, 2022
6:30 p.m.**

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on Monday, February 14, 2022, via videoconference, Mayor Terry Crow called the meeting to order at 6:31 p.m.

B. ROLL CALL

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

Councilmember Stacy Clay
Councilmember 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., and Director of Finance, Keith Cole.

Mayor Crow stated he would like to pass along Council's condolences to the family of Elsie Glickert who passed away on January 28th at the age of 96. Ms. Glickert served on City Council from 1969 to 1980 and was a stalwart member of the community. Her service to this community will be greatly missed.

Mayor Crow then acknowledged Black History Month; a time to pause and reflect on the history of this country.

C. APPROVAL OF AGENDA

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

D. PROCLAMATION

None

E. APPROVAL OF MINUTES

1. January 24, 2022, Study Session Draft Minutes – Annex and Trinity Renovations Update, Councilmember Klein moved to approve, it was seconded by Councilmember McMahon, and the motion carried unanimously.
2. January 24, 2022, Regular Draft Minutes, Councilmember Cusick moved to approve, it was seconded by Councilmember Hales, and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. Dana Barhard is nominated to the Urban Forestry Commission replacing John Roman's expired term by Councilmember Aleta Klein, it was seconded by Councilmember Cusick, and the motion carried unanimously.
2. Mary Gorman (LSBD) is nominated to the 2040 Visioning Task Force replacing Wendy Harris by Mayor Terry Crow, it was seconded by Councilmember Cusick, and the motion carried unanimously.
3. Edward Schmidt is nominated to the St. Louis County Extension Council, replacing Adam Brown by Mayor Terry Crow, it was seconded by Councilmember Hales and the motion carried unanimously.

G. SWEARING IN TO BOARDS AND COMMISSIONS

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

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, 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 acknowledged that there were no public comments for tonight's meeting.

I. PUBLIC HEARINGS

None

J. CONSENT AGENDA

1. Fogerty Park Trail Naming (Hazel Erby)
2. Tree Trimming Contract
3. Free Parking Meters – Extension Request
4. Relocation Assistance Agreement – Lopez (1184 Briscoe Place, Apt B)
5. Relocation Assistance Agreement – Allen (8684 Olive Blvd., Apt B)

Mr. Rose stated if the Consent Agenda is approved as presented he intends to provide Council with an update on the free parking meters for The Loop in approximately six months.

Councilmember Cusick moved to approve Items 1 through 5 of the Consent Agenda, it was seconded by Councilmember Smotherson.

Councilmember Smotherson asked Mr. Rose if he would inform Council when the official renaming of Fogerty Park Trail was scheduled to take place? Mr. Rose stated that he would.

Councilmember Cusick asked what if anything was being done to make people aware of the free parking meters in The Loop? Mr. Rose stated the signage placed on the meters when free parking was previously approved will remain. Staff will also be working with The Loop Special Business District to develop some form of advertisement that reflects the continuation of free parking.

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

K. CITY MANAGER'S REPORT

1. Second (2nd) Quarter Financial Report - December 31, 2021
(VOTE OF ACCEPTANCE)

Mr. Rose stated that the 2nd Quarter Financial Report would be presented by the Director of Finance, Keith Cole.

Mr. Cole stated this is a summary of the 2nd Quarter of Fiscal Year 2022, ending December 31, 2021.

General Fund Revenues

| | |
|--|--------------|
| Adjusted Budget | \$23,347,415 |
| YTD (Year-To-Date) Actual | \$10,319,885 |
| Actual as % of Adjusted Budget | 44.2% |
| Increase/ (Decrease) compared to the same quarter of FY2021 | \$143,168 |

Key Points:

- Increase in Sales and Use Tax of roughly \$316,000, or 13.2%. Mainly due to an increase in the County-Wide 1% Pool Tax.
- Increase in Property Tax of roughly \$335,000, or 17.7%.
- Increase in Intergovernmental of roughly \$63,000, or 6.6%. Mainly due to an increase in the County Road Fund.
- Increase in Inspection Fees and Permits of roughly \$163,000, or 43.7%. Mainly due to an increase in Building and Zoning fees.
- Increase in Services Charges of roughly \$203,000, or 58.7%. The increase mainly from Ambulance Services.
- Decrease in Other Revenue of roughly \$951,000, or (69.5%). Decrease mainly due to receiving ½ of the CARES Act funds in FY21.

Overall, revenues as a percent of budget show a slight increase of 2.7% when compared to the same quarter of FY21.

Councilmember Hales asked if the increase in property taxes was related to an increase in property values or the municipal tax rate? Mr. Cole stated the increase is based on an accounting adjustment for uncollected residential property taxes. A portion of those uncollected funds was reported as deferred revenue at the end of FY21, which was then realized and accounted for in FY22. So, it has nothing to do with the municipal tax rate.

Councilmember Clay asked if the increase in service charges reflected actual receipts? Mr. Cole stated that it did.

General Fund Expenditures

| | |
|--|--------------|
| Adjusted Budget | \$26,597,935 |
| YTD Actual | \$11,961,816 |
| Actual as % of Adjusted Budget | 45.0% |
| Increase/ (Decrease) compared to the same quarter of FY2021 | \$614,545 |

Key Points:

- Increase in expenditures in the Police Department of roughly \$257,000, or 6.0% compared to the same quarter of FY21. This is mainly from salaries full-time and overtime.
- Increase in expenditures in the Fire Department of roughly \$137,000, or 5.2% compared to the same quarter of FY21. This is mainly from salaries full-time and overtime.
- Increase in expenditures in Facilities of roughly \$65,000, or 15.6% compared to the same quarter of FY21. This is mainly due to plumbing repair damages and water restoration at 630 Trinity.
- Increase in expenditures in Centennial Commons of roughly \$92,000, or 53.3% compared to the same quarter of FY21. This is mainly from personnel services and electricity. Centennial Commons was not fully operational in FY21 due to COVID.

Overall, the expenditures as a percent of budget decreased slightly by (0.6%) when compared to the same quarter of FY21.

Councilmember Smotherson asked how any deficits related to the City's ambulances were being tracked? Mr. Rose stated although deficits are reflected in the General Fund; which utilizes an aggregated form of accounting, there is no way to distinguish these shortfalls. Therefore, he has asked Chief Hinson to prepare a report regarding the operation of the department's ambulances to reflect any deficits that currently exist.

Capital Improvement Sales Tax Revenues

| | |
|--|-------------|
| Adjusted Budget | \$2,102,000 |
| YTD Actual | \$909,747 |
| Actual as % of Adjusted Budget | 43.3% |
| Increase/ (Decrease) compared to the same quarter of FY2021 | \$98,501 |

Key Points:

- Sales Tax revenue increased roughly 12.3% during the 2nd Quarter of FY22, compared to the same quarter of FY21.

Councilmember Clay questioned whether it was correct to assume that similar to the increase in expenditures for Centennial Commons, the increase in sales tax revenue for this quarter when compared with the same quarter in FY21 is somewhat like comparing apples to grapes simply because so much was shuttered last fiscal year? Mr. Cole stated that is correct since revenues and expenditures tend to fluctuate from month to month. It's also important to note that the Capital Improvement Sales Tax is based on per capita, and the Park & Stormwater Sales Tax is based on point of sale.

Councilmember Clay stated he thinks it is important for the public to understand that they are going to see these wild swings which are being impacted by this current environment.

Capital Improvement Sales Tax Expenditures

| | |
|--|-------------|
| Adjusted Budget | \$2,223,820 |
| YTD Actual | \$410,563 |
| Actual as % of Adjusted Budget | 18.5% |
| Increase/ (Decrease) compared to the same quarter of FY2021 | \$234,887 |

Key Points:

- Increase in expenditures mainly from the asphalt overlay improvement project for various streets of \$160,000; and tree removal expenses of \$61,000.

Park & Stormwater Sales Tax Revenues

| | |
|--|-----------|
| Adjusted Budget | \$861,000 |
| YTD Actual | \$458,477 |
| Actual as % of Adjusted Budget | 53.2% |
| Increase/ (Decrease) compared to the same quarter of FY2021 | \$8,889 |

Key Points:

- Sales Tax revenue for the second quarter of FY22 increased by roughly 2.1% when compared to the same quarter of FY21.

Park & Stormwater Sales Tax Expenditures

| | |
|--|-------------|
| Adjusted Budget | \$1,324,526 |
| YTD Actual | \$225,692 |
| Actual as % of Adjusted Budget | 17.0% |
| Increase/ (Decrease) compared to the same quarter of FY2021 | \$68,730 |

Key Points:

- Increase in expenditures due to removal of hazardous Ash trees and tree stump grinding when compared to the same quarter of FY21.

Public Safety Sales Tax Revenues

| | |
|--|-------------|
| Adjusted Budget | \$1,601,500 |
| YTD Actual | \$734,823 |
| Actual as % of Adjusted Budget | 45.9% |
| Increase/ (Decrease) compared to the same quarter of FY2021 | \$84,489 |

Key Points:

- Revenue is based on per capita.
- Sales Tax revenue for the second quarter of FY22 increased by roughly 13.2% when compared to the same quarter of FY21.

Mr. Rose stated per capita is a county-wide tax and the City's portion of that tax is based on its population.

Public Safety Sales Tax Expenditures

| | |
|--|-----------|
| Adjusted Budget | \$908,835 |
| YTD Actual | \$443,078 |
| Actual as % of Adjusted Budget | 48.8% |
| Increase/ (Decrease) compared to the same quarter of FY2021 | \$13,460 |

Key Points:

- Expenditures are in line when compared to the same quarter of FY21.

Councilmember Smotherson moved to accept Mr. Cole's summary of the 2nd Quarter Financial Report, it was seconded by Councilmember Hales, and the motion carried unanimously.

L. UNFINISHED BUSINESS

- 1. Bill 9451** – AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN FROM AND AFTER ITS PASSAGE, AND REPEALING ORDINANCE NO. 7168. Bill Number 9451 was read for the second and third time.

Councilmember Hales stated he heard Ordinance No. 7165 on the first reading and Ordinance No. 7168 on the second reading. Ms. Reese stated the correct Ordinance number is 7168.

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

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 2022-1** - A Resolution for Fiscal Year 2021-2022; Budget Amendment #2

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

Bills

Introduced by Councilmember Hales

- 2. Bill 9452** – AN ORDINANCE AMENDING SCHEDULE VII OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN. (*Golf Course Dr. at Alanson Dr.*) Bill Number 9452 was read for the first time.

Introduced by Councilmember Smotherson

3. **Bill 9453** – AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS “7579 OLIVE BOULEVARD”. (*Quik Trip Store.*) Bill Number 9453 was read for the first time.

N. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
Mayor Crow reported that Derek Deaver, owner of the Three Kings Public House was appointed as Chair of the Loop Special Business District. Whenever possible, Mayor Crow encouraged his colleagues to join in and watch this Board's vibrant conversations.
3. Boards, Commissions, and Task Force minutes
4. Other Discussions/Business

O. CITIZEN PARTICIPATION (continue if needed)

P. COUNCIL COMMENTS

Councilmember Cusick stated he would like to remind everyone that a virtual State of the City Address sponsored by the U City Historical Society will be held on Wednesday, March 2nd at 7 p.m. Mayor Crow and Mr. Rose will also be a part of this event, and the link can be found on the City's webpage under Events.

Councilmember Hales thanked Public Works, as well as the Fire and Police Departments, for their persistent endeavors during the recent winter storms.

Councilmember Smotherson acknowledged the passing of his friend, Lieutenant William Anderson; a longtime employee of the U City Police Department and resident of this community.

Q. EXECUTIVE SESSION

None

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

R. ADJOURNMENT

Mayor Crow adjourned the City Council meeting at 7:01 p.m.

LaRette Reese,
City Clerk



**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**

| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | CA20220228-01 |
|---|----------------------|

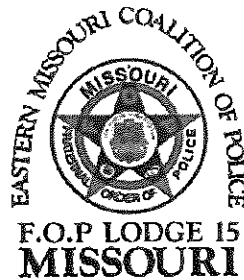
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|--|---------|---|-----|
| SUBJECT/TITLE: Collective Bargaining Agreement with the Eastern Missouri Coalition of Police Fraternal Order of Police Lodge 15 | | | |
| REQUESTED BY: Police Chief Larry Hampton | | DEPARTMENT / WARD Police Department | |
| AGENDA SECTION: | Consent | CAN ITEM BE RESCHEDULED? | Yes |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: It is recommended the Mayor and Council authorize the City Manager to execute the proposed Collective Bargaining Agreement. | | | |
| FISCAL IMPACT: | | | |
| AMOUNT: | | ACCOUNT No.: | |
| FROM FUND: | | TO FUND: | |
| EXPLANATION: | | | |

| |
|--|
| STAFF COMMENTS AND BACKGROUND INFORMATION: This agenda item asks the Mayor and Council to consider the proposed Collective Bargaining Agreement (CBA) with the Eastern Missouri Coalition of Police Fraternal Order of Police Lodge 15. The CBA has a three year term; allows for discussion of salary during budget preparations; allows officers to secure extended vacation picks based on their seniority; increases compensation for field training officers; allow officers retiring with at least 20 years of service to retain their badges and identification; and establishes body worn cameras as personal equipment. |
|--|

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: Collective Bargaining Agreement | |

| | |
|---|----------------------------|
| LIST CITY COUNCIL GOALS (5): 1. Public Safety 2. Prudent Fiscal Management 3. Our Employees | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregory Rose |
| MEETING DATE: | February 28, 2022 |

CITY OF UNIVERSITY CITY, MISSOURI
AND
EASTERN MISSOURI COALITION OF
POLICE FRATERNAL ORDER OF POLICE,
LODGE 15



2022 – 2025

LABOR AGREEMENT
POLICE OFFICERS & SERGEANTS

TABLE OF CONTENTS

Article 1 Preamble2
Article 2 Union Recognition.....2
Article 3 Union Representation2
Article 4 Prevailing Rights.....3
Article 5 Discrimination3
Article 6 Union Dues4
Article 7 No Strike or Lockout4
Article 8 General Policy of Cooperation5
Article 9 Rights and Obligations.....5
Article 10 Special Examinations And Rights of Members While Under Investigation7
Article 11 Wages.....11
Article 12 Overtime and Comp Time11
Article 13 Callouts (Non-Court Related).....12
Article 14 Differential, Court, Training Officer & ID Officer Pay.....13
Article 15 Early Shift Start13
Article 16 On-call/Standby Duty13
Article 17 Injuries/ Light Duty Assignment14
Article 18 Hours of Work14
Article 19 Vacation Leave16
Article 20 Holidays17
Article 21 Leave.....18
Article 22 Funeral Leave18
Article 23 FMLA Leave.....18
Article 24 Military Leave.....19
Article 25 Jury Duty.....20
Article 26 Insurance20
Article 27 Reprimands/ Discipline.....20
Article 28 Grievance/Complaint Procedure.....20
Article 29 Educational Assistance20
Article 30 Personnel Records.....20
Article 31 Training.....21
Article 32 Off-Duty or Secondary Employment.....21
Article 33 Uniforms and Equipment.....22
Article 34 Mileage Allowance28
Article 35 Use of City Facilities28
Article 36 Promotions29
Article 37 Term of Agreement.....29
Article 38 Binding on Successors30
Article 39 Saving Clause30
Article 40 Amendments30
Article 41 Entire Agreement.....30

UNIVERSITY CITY POLICE OFFICERS AND SERGEANTS
AGREEMENT 2015 - 2017

Article 1
Preamble

This University City Police Officers and Sergeants Agreement (hereinafter referred to as this "Agreement") is entered into by and between the City of University City, Missouri (hereinafter referred to as the "City") and the Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15 (hereinafter referred to as the "Union"). It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto; to provide an orderly, prompt, and peaceful means of resolving disputes involving interpretation or application of this Agreement; and to set forth herein basic and full agreement between the parties concerning wages, hours, and terms and conditions of employment. It is acknowledged that during the negotiations that resulted in this Agreement, the parties were fully aware that each party had the unlimited right and opportunity to make demands and proposals concerning terms and conditions of employment. It is understood that the City is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well-being of the public, and both parties hereto recognize the need for continuous and reliable service to the public. The provisions of this Agreement take precedence over and supersede all prior agreements between the parties concerning benefits, privileges and terms and conditions of employment. It is the responsibility of each employee to be aware of the content and information contained herein.

Article 2
Union Recognition

The City recognizes the Union as the exclusive representative pursuant to the Agreement for the purpose of negotiating salaries, wages, hours and other conditions of employment for full-time, sworn Police Officers and sergeants employed by the City (the "Unit") excluding Lieutenants, Captains, and other management, supervisory, and confidential employees. The rights of the members' representative shall remain in effect until decertification of the Union.

Article 3
Union Representation

3.1 Neither party shall have any control over the selection of the negotiating representatives of the other party. At the first negotiations meeting, the Union shall furnish the City with a written list of the Union's negotiating team and designated substitutes, if any. The City agrees to furnish the Union with a list of negotiating team members at the first negotiating meeting and substituted changes thereto.

3.2 The City shall recognize up to three (3) Union representatives for the purpose of negotiations. The City shall also recognize up to two (2) additional representatives who shall be legal counsel or Executive Board officers for the Fraternal Order of Police, Lodge 15, for purposes of negotiations.

Article 4
Prevailing Rights

All past practices are extinguished with this Agreement. The City may continue any current practices

within the Police Department that are not in conflict with the terms of this Agreement, the City's Administrative Regulations and Civil Service Rules, the Employee Handbook and Benefits Information Guide, the Police Department Policy and Procedure Manual or the General Orders of the Police Department, until such time as the City may elect to change the same, but the continuation of such practices after this date shall not create a binding past practice unless the City and the Union specifically agree to the same in a writing signed by both parties according to the provisions of Article 9.

In any case where the Chief or the City has discretion to take or not take a particular action, the exercise of such discretion shall not be deemed to create a precedent or practice.

Article 5 Discrimination

5.1 The City and the Union shall not discriminate against any member on the basis of the member's age, race, color, sex, creed, religion, ancestry, marital status, veteran's status, military status, political affiliation, national origin, disability, or sexual orientation as provided by law. Employees shall have the right to self-organization, to form, join, or assist employee organizations, and to bargain collectively through representatives of their own choosing. It is agreed that no employee shall be required as a condition of employment to join or refrain from joining the Union.

5.2 The City agrees not to discriminate against any member on the basis of his/her membership or non-membership in the Union nor to discriminate, interfere with, restrain or coerce any member because of or regarding the member's activities as an officer or other representative of the Union. Further, the City agrees not to interfere with the desire of any member to become, not become and/or remain a member of the Union.

5.3 Employees shall have the right to refuse to join or participate in any activity of any employee organization and shall have the right to represent themselves individually in their employment relations with the City by, for example, raising workplace concerns with their supervisors or other member of City Administration. Notwithstanding the foregoing, employees may not individually negotiate with the City over terms and conditions of employment that are addressed by this Agreement. Employees shall not be discriminated against in any aspect of employment because of their refusal to affiliate with the Union or because of membership or affiliation with another labor organization. In particular, the Union shall not discriminate against employees covered by this Agreement on the basis of membership or non-membership in the Union, the payment or non-payment of dues, or representation because of race, creed, color, sex, age, or national origin. The Union agrees that no officer, agent, representative, or member of the Union shall coerce or intimidate any employee into joining the Union. The Union recognizes that no employee is required to join the Union, but that every employee has the right to choose of his/her own free will as to whether or not he/she will join the Union.

5.4 Employees have the right to refrain from any and all activities with reference to an employee organization and shall be free from any and all restraint or coercion in the exercise of the right to refrain from joining, participating, assisting, supporting or in any other way contributing to the operation of the Union. Employees shall not be interfered with, intimidated, restrained, coerced or discriminated against in any aspect of their employment because of the exercise of any of these rights.

Article 6 Union Dues

6.1 Any employee may authorize a payroll deduction for the purpose of paying Union dues. Such authorization becomes effective only upon receipt by the City of a fully executed Dues Deduction Form (as authorized) from any employee.

6.2 The Union shall be responsible for providing members with a Dues Deduction Form and/or Revocation Form, which shall be forwarded to the Human Resources Department.

6.3 Any present or future employee who authorizes a payroll deduction as set out above in this Article shall during employment pay Union dues as set by the Union. Dues shall be withheld in the same manner as other deductions pursuant to the City's customary payroll practices. The effective date for deducting dues shall be the beginning of the pay period following the date the signed Dues Deduction Form is received by Human Resources. The effective date for stopping of dues deduction shall be at the beginning of the pay period thirty (30) days following the date the signed Revocation Form is received by Human Resources.

6.4 No Union dues shall be deducted from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than minimum wage or less than the amount to be deducted.

Article 7 No Strike or Lockout

7.1 No Strike

The Union recognizes that bargaining unit members are prohibited by State law from striking. In recognition of this prohibition, the Union shall meet any obligation imposed upon it by State law and shall respond to any reasonable request of the City to advise bargaining unit members that they are prohibited by State law from engaging in a strike action.

7.2 No Lockout

The City recognizes that it is prohibited by State law from instituting a lockout of bargaining unit members. The City shall meet any obligation imposed upon it by State law.

Article 8
General Policy of Cooperation

8.1 Productivity Goals

Employees and the City agree to cooperate and assist in improving productivity through cooperation in developing:

A positive work environment,
Innovative techniques for improving Department operations,
Methods to maximize time usage, and
Annual performance measures.

8.2 Loss Control Support

The Union shall support the City's Safety Program and employees shall attend safety courses if required by the City and made available on City time. Both the City and the Union recognize the need, and shall strive to reduce, the number of workplace injuries among employees.

It is the duty of management to make every reasonable effort to provide and maintain a safe place of employment. The Union shall cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their duties to be alert to unsafe practices, equipment and conditions, and report them to their immediate supervisor. If such conditions cannot be satisfactorily remedied by the immediate supervisor, an employee has the right to submit the matter either personally or through the Union to the Chief of Police or his/her designee. On any matter of safety that is not resolved, consultation shall take place between the City and Union representatives.

Article 9
Rights and Obligations

9.1 The Union agrees that the City has and shall continue to retain, whether exercised or not, the sole and exclusive right to exercise all rights and functions of management in all respects, except as explicitly restricted by this Agreement. Nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers and the authority of the City, as granted under the laws of the State of Missouri, the Home Rule Charter of the City of University City and its ordinances. Without limiting the generality of the foregoing, the "rights and functions of management," as used herein includes:

1. The right to plan, direct and control all the operations and services to the Police Department and its employees;
2. The right to manage and direct the employees of the City including the right to establish, modify, reduce or otherwise change work schedules or workweeks (subject to Article 18), assign work and overtime (subject to Article 12), and to establish, modify, or change rules and regulations applicable to employees;
3. The right to determine the methods, means, organization, levels, and number of personnel by which such operations are to be conducted;

4. The right to organize and reorganize the Police Department in any manner it chooses, including the size of the Police Department and the determination of job classifications and ranks based on duties assigned;
5. The right to determine the amount of supervision necessary;
6. The right to establish, change or eliminate existing methods, equipment or facilities;
7. The right to reassign employees to other duties within the Department;
8. The right to relieve employees from duties because of lack of work or for other legitimate reasons;
9. The right to maintain efficiency of operations;
10. The right to hire, promote, transfer, assign, and retain employees in position classifications and the right to suspend, demote, discharge, or impose other disciplinary action against employees and impose sanctions for cause involving deficiencies in performance and/or in conduct, subject to the Union's right to grieve any disciplinary action taken.
11. The right to develop policy regarding selection and training programs;
12. The right to formulate, change, modify and enforce Departmental general orders, directives, rules, regulations and policies consistent with Article 42.3;
13. The determination of the safety, health and property protection measures for the Police Department;
14. The placing of service maintenance or other work with outside contractors or other agencies of the City;
15. The right to take whatever actions necessary to carry out the mission of the City in situations of emergency;
16. The right to establish, change, or modify duties, tasks and responsibilities or requirements within job classifications in the interest of efficiency, economy, technological change, or operating requirements; and
17. The right to adopt rules, procedures and/or policies or orders regarding testing employees for alcohol or controlled substances.
18. The City shall establish the rate of pay for Police Officers. The City will not reduce the rate of pay pursuant to the Civil Service Rules and Pay Grade Schedule during the term of this Agreement.

All the above rights which entail changes shall be presented and negotiated with the Union before implementation.

9.2 Because of these changing funding sources, it is understood by the parties that the City may be required to eliminate or significantly reduce some or any of its operations, programs, work, and activities requiring the termination of employees assigned to the respective areas of concern and funding.

9.3 The Union shall have the right to present its views to the City in writing.

9.4 The City agrees to recognize the designated representatives of the Union. The Union agrees to keep the City advised, in writing, of its designated representatives. The names of the Union representatives shall be posted by the Union on appropriate bulletin boards in the work location.

9.5 It is agreed that internal Union business such as soliciting membership, membership meetings, and posting and distributing literature shall be conducted during the non-duty hours of the members and only posted in designated areas (FOP bulletin board in the role call room). Employees may not participate in or attend Union meetings while on duty; provided, however, that an employee may participate in a Union meeting during the employee's authorized meal break within the City.

Article 10
Special Examinations And
Rights of Members While Under Investigation

10.1 Whenever an employee is under investigation and subject to interview by the Department for any reason that could lead to punitive action, the investigation shall be conducted under the following conditions:

(A) Unless the seriousness of the investigation is of such a degree that immediate action is required, interviews shall be conducted at a reasonable hour, preferably at a time when the bargaining unit member is on duty, or during the normal working hours of the bargaining unit member. If the interview occurs during off-duty time of the bargaining unit member, the bargaining unit member shall be compensated for such off-duty time at the normal rate of pay and the bargaining unit member shall not be released from employment for work missed.

(B) The City shall provide the Union and the employee with reasonable notice that he/she has a right to Union representation, Union attorney, or both. Interviews shall be suspended for a reasonable time until representation can be obtained, if necessary.

(C) Interview shall take place in the University City Police Building or wherever else the City deems practical.

(D) The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interviewing officer, and all persons present during the interview. All questions directed to the employee under interview shall be asked by and through one (1) interviewer at any one time.

(E) Prior to any interview, the bargaining unit member under investigation or being interviewed shall be informed, in writing, of the nature and specific allegations of the complaint known by the investigator at that time.

(F) Interviews shall be completed as soon as possible. Time shall be provided for personal necessities, meals, telephone calls, and rest periods. If an interview extends through the bargaining unit member's normal meal period, the member will be afforded the opportunity to order food and eat it in a quiet atmosphere without continuation of the interview during this time. In cases where it is necessary to conduct an investigation beyond a normal tour of duty or during off- duty time, bargaining unit members involved shall be permitted to make telephone calls.

(G) The employee under interview shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action except for failure or refusal to answer a question. No

promise or reward shall be made as an inducement to answer any questions. The provisions of this paragraph and this Agreement shall not be interpreted as prohibiting the City from informing an individual that the investigation could result in disciplinary action being taken against them, up to and including dismissal, or from offering an individual an option to resign or accept a particular disciplinary action.

(H) Complete interviews of the bargaining unit member shall be recorded mechanically or by stenographer. There will be no "off-the-record" conversation. Recesses called during the interrogation shall be noted in the record.

(I) Questions of bargaining unit members will be, in all instances, pertinent to the issues of the interview discovered at any point during the investigation. If responses given by the bargaining unit member open new avenues of inquiry that are pertinent, those issues may be pursued.

(J) Refusal by a bargaining unit member to answer questions or give a statement during any non-criminal investigation whether as a participant or a witness may result in disciplinary action up to and including dismissal.

(K) Bargaining unit members shall be given an exact copy of any written statement they may execute, or if questioning is mechanically or steno graphically recorded they shall, upon request, be given a copy of such recording and/or transcript. Requests for copies of a recording may be made any time during the investigation or grievance proceedings.

10.2 Criminal Investigations

If a bargaining unit member is under arrest or a suspect or the target of a criminal investigation, the investigation shall be handled by the Chief of Police or an outside agency, and the officer shall be advised of his rights pursuant to the Miranda procedure and the rights granted by the State of Missouri and the United States. The Department shall comply with the Garrity decision.

10.3 Polygraph Examination / Computer Voice Stress Analyzer (C.V.S.A.).

When a complaint is filed and investigated, bargaining unit members may be required, at the discretion of the Chief of Police, to submit to a polygraph examination, Computer Voice Stress Analyzer (C.V.S.A.), or any other test deemed appropriate by the internal investigator. Bargaining unit members will not waive any of their rights when required to submit to one of the above-mentioned examinations. The results of bargaining unit member's tests shall not be the sole basis for discipline or admissible before a grievance board or arbitrator.

10.4 False Complaints

The City or bargaining unit members may prosecute individuals who make false criminal complaints against bargaining unit members.

10.5 Employee's Privacy

Neither the Department nor the Union shall release a bargaining unit member's home address or telephone number to any other person or agency without their consent, unless required by law.

Law Enforcement Agencies may be provided the above items, if needed in a criminal investigation or if the individual has been charged with a criminal offense.

10.6 Disposition of the Investigation.

(A) The University City Police Department shall have seventy-five (75) days from the date a complainant signs the Department complaint form in an administrative investigation to report its findings to the Chief of Police. The Chief of Police shall have thirty (30) days, from receipt of the findings, to render his decision as to discipline, if any. The Chief of Police may return the investigation to the Investigator for an additional five (5) days for further investigation, after which he will have five (5) additional days to render his decision.

(B) Within ten (10) days after the Chief of Police has reached his decision, disciplinary action that occurs as result of an investigation or interrogation shall be reduced to writing and a copy shall be given to the bargaining unit member who is named in such action.

10.7 Officer Involved Shooting Investigations.

(A) No officer who has discharged their weapon shall be treated as a suspect unless investigating officers, supervisory personnel assigned to the investigation, Chief of Police, Prosecuting Attorney, or any other lawful authority has probable cause to believe a crime has been committed.

(B) Scenes from shooting situations are to be considered and handled as a major crime scene, per the appropriate General Order. A Uniform Supervisor will be in charge until properly relieved by the crime scene coordinator. The crime scene will be held until the Chief of Police, or his designee authorizes the release. The on-duty supervisor will immediately obtain a public safety statement from the involved and witness UCPD officers.

(C) All interviews involving review of professional standards of an officer involved in a shooting incident shall be conducted not before a full 24-hour sleep after the incident and after the officer has had an opportunity to contact a Union representative, but such time shall not exceed 48 hours.

(D) Officers involved in shooting incidents resulting in any personal injury or fatality will be relieved of duty with pay by the Chief of Police. At the discretion of the Chief of Police, the bargaining unit member will be provided a replacement weapon until their issued weapon can be returned. Retention of their badge and identification card will be decided on a case-by-case basis by the Chief of Police. The officer(s) will receive formal notification through a personnel action form.

(E) The officer(s) will remain on paid administrative leave until the incident has been disposed of through the County Prosecutor's Office, or Grand Jury, or completion of an internal investigation, unless immediately apparent that criminal charges are pending. When a ruling has been received from the County Prosecutor's Office, or Grand Jury, that no criminal charges will result from the injury/fatal shooting incident, and that the Internal Affairs investigation has been favorably resolved, the officer will be returned to full duty status by the Chief of Police. The officer(s) will receive formal notification of their return to active status through a personnel action form.

(F) Before returning to active-duty officer(s) involved in shooting incidents resulting in any personal injury or fatality will be required to be evaluated by a Department physician to determine if the officer is emotionally and physically fit for duty.

10.8 Specific Procedures

(A) An employee under investigation may request an intoximeter, blood, urine, psychological, polygraph or medical examination, if it is beneficial to his or her defense. Also, the City may require such examination upon the direction of the Chief of Police or his/her designee. Employee requested examinations shall be at the expense of the employee.

(B) An on-duty supervisor is required to direct an employee to submit to a breath, blood or urine test, when a level of intoxication or drug usage is suspected as a factor directly related to duty performance or operating a City vehicle.

(C) An employee may be required to participate in a line-up in connection with a criminal investigation.

(D) All Department property, property issued by the department and property authorized by the Department for use in connection with official duties shall be subject to inspection and/or search at any time, even if assigned or exclusively used by the employee. Property includes, but is not limited to, vehicles, desks, files, lockers and storage cabinets. The employee has no expectation of privacy in any Department property.

10.9 If a witness to the circumstances of a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the employee under investigation, only the names and statements of the complainant and non-incarcerated witnesses may be reviewed by the employee under investigation prior to the beginning of the investigative interview.

10.10 Persons conducting the investigation shall not be a person with significant personal interest in the matters under investigation.

10.11 All complaints against an employee shall be concluded by one of the following ways:

- a. Unfounded: The investigation indicates that the act(s) complained of did not occur, the complainant admits false allegations, or the member was not involved.
- b. Exonerated: Acts did occur, but actions were justified, lawful, and proper.
- c. Not Sustained: Investigation fails to disclose sufficient evidence to clearly prove the allegations.
- d. Sustained: The investigation disclosed sufficient evidence to clearly prove the allegations.
- e. The policy in question was flawed. The results of which shall be provided to the employee and the Union in writing.

10.12 No employee shall be discharged, disciplined, demoted, denied promotion, transfer, or reassignment, or otherwise discriminated against in regard to his/her employment or be threatened with any such treatment by reason of his/her exercise of the rights granted in this Article.

Article 11
Wages

11.1 All employees shall be required to have their paychecks directly deposited electronically. All employees shall be paid by direct deposit into an account at a financial institution designated by the employee. The payroll amount may be divided among and paid out as designated by the employee to up to three such accounts. Wages shall be paid only by way of direct deposit unless the City elects to make payment by way of a payroll check in a particular circumstance.

—11.2 Wages and other compensation shall be fixed by ordinance as required under Charter section 1.10. During the budget preparation period prior to final budget ratification by the City Council, the City and the Union agree to meet to discuss current competitive salaries from the established benchmarks and make every effort to accommodate competitive salaries and benefits commensurate with the City's financial and budgetary resources as approved by City Council, including adjusting the salary schedule to insure competitive salaries for the employees and retention of employees.

Article 12
Overtime and Comp Time

12.1 For employees working a Monday through Friday schedule (i.e., a "5 + 2" schedule) time and one half (1 1/2) shall be paid for hours worked in excess of forty (40) hours per work week or in excess of eight (8) hours per workday. For employees working a Sunday through Saturday 28-day schedule, time and one half (1½) shall be paid for hours worked in excess of one hundred sixty (160) hours per twenty-eight (28) day period or, in excess of their regularly scheduled twelve- or eight-hour days. Overtime rates shall be calculated at time and one half (1 1/2) the employee's regular hourly rate. Overtime must be approved in advance of working. Approval may come from the Supervisor or a Command Staff officer of Lieutenant or above in rank. If time is lost during the regular workweek or 28-day schedule for any sick leave or discipline, then overtime shall not apply (i.e. such unworked time shall not be considered hours worked for overtime purposes).

12.2 When employees are required to continue past their regular shift to deal with outstanding issues, assignments, or incidents, then the employee shall do so. In all other cases where staffing needs require additional manpower, the City shall first offer the additional work to the first available officer and will not be based on seniority, by attempting to contact them via phone from a list of Officers who have signed up to be contacted for any overtime available. If additional manpower is required for the next shift and no one volunteers for the shift, the least senior employee (employee with the lowest DSN working the shift) will be mandated to work the subsequent shift. No employee will be mandated to work overtime two (2) consecutive days. In that situation, the next lowest senior employee will be mandated. Provided, however, all employees shall be subject to be called for service at any time to meet any and all operational needs, emergencies or unusual conditions which, in the opinion of the Chief or his/her designee, may require such service from any employee. Employees are expected to work overtime as and when assigned.

12.3 An employee may, with the approval of the supervisor or Chief, earn comp time at a rate of one and one half (1 1/2) hours of comp time for each hour of overtime worked. Accrued comp time shall be taken within three hundred sixty-five (365) days (unless otherwise allowed by the Chief). Use of comp time shall be approved in advance and may only be used in 2-hour increments. Under no circumstances shall an employee with the exception of officers detached for special assignment, be allowed to accrue more than the comp time accrual cap of one hundred-fifty hours (150) hours (converted to two hundred-twenty-five (225) usable hours).

12.4.4 An “emergency” is defined as a sudden, urgent, usually unexpected incident or occurrence that requires an immediate reaction or assistance for emergency situations faced by the recipients of public assistance. The main purpose of such assistance is to bring the situation under control. It usually poses a threat to the health or safety of those involved, responders, and people in the surrounding area.

Article 13 Callouts
(Non-Court Related)

13.1 A “callout” is defined as when an employee is called in to work at a time other than the employee’s scheduled work hours. Employees responding to a callout shall be paid at the rate of time and one half (1 1/2) the regular rate for hours worked continuously after reporting back to duty (until he or she has a break of two (2) or more hours), with a minimum of four (4) hours callback pay at such rate, even if he or she works fewer than four (4) additional hours. The four-hour period commences when the employee arrives at the location to which he or she was directed to report for the callout (travel time to the callout location is not compensable). Supervisors may assign additional tasks during the callout period when the work prompting the callout takes less than the full four (4) hours, so long as the work assigned is normal and customary, and reasonably related to the reason for the callout. Callout rates shall not be compounded for multiple callouts within the same four-hour period.

13.2 The four (4) hour minimum callout pay provision shall not apply to a situation wherein

- (a) The unscheduled work commences one (1) hour prior to and runs continuously into the employee’s regular shift; or
- (b) The employee is called back to work to rectify his/her own error or omission which cannot wait until the employee’s next shift. Such situations shall not be considered callouts and the applicability of any overtime rate shall be determined pursuant to Article 12 above.

13.3 The provisions of Article 13.1 shall also not apply to:

- (a) An employee who is not called back to work but who elects to work on his or her own initiative.
- (b) A situation where the employee works past the employee’s scheduled shift; or
- (c) Situations where an employee reports to work on his or her own initiative on account of an emergency situation. The applicability of any overtime rate shall be determined pursuant to Article 12 above.

13.4 No employee shall work from home except as specifically authorized by the employee’s direct supervisor or another superior officer.

13.5 The provisions of this Article 13 shall not apply to hours worked in connection with testimony or potential testimony as a witness in a court case where the employee is subpoenaed

to testify in an official capacity. (See Article 14 for details on Court pay.)

Article 14 Court, Training Officer & Field Training Officer Pay

14.1 Court Pay

14.1.1 Court standby for possible testimony in an official capacity relating to the performance of an employee's duties that is requested by the City or one of its attorneys shall be compensated with one (1) hour at the overtime rate if the employee is off duty. If the court standby is cancelled at any time after the commencement of standby, the employee shall receive the one (1) hour allowance if not on duty at the time.

14.1.2 If an employee is called to testify while off duty, and the employee appears as requested to provide testimony, the employee shall be paid three (3) hours at the overtime rate. If the appearance extends beyond three (3) hours, the employee shall be paid the overtime rate until the employee is excused from court or until the employee's shift is scheduled to begin, whichever is earlier. The provisions of this Article shall not apply to employees on duty at the time scheduled to testify or to wait to testify.

14.2 Field Training Officer Pay

An employee designated by the Department as a Field Training Officer shall be paid twenty-eight (28) hours of compensation pay for training a probationary officer for a phase. If a Field Training Officer trains a probationary officer for fifty percent (50%) of that phase of training, he/she will receive fourteen (14) hours of compensation pay. If a Field Training Officer trains a probationary officer for seventy-five percent (75%) of that phase of training, he/she will receive twenty (20) hours of compensation pay.

Article 15 Early Shift Start

An early shift start is defined as when an employee is called in for an early start of work shift. Employees that are called in and respond to an early call in for a shift start shall have the option of continuing to work through their normal regularly scheduled shift period for a maximum of sixteen (16) working hours. An employee who elects to work a scheduled early shift must stay and continue to work through their normal regularly scheduled shift period for a maximum of sixteen (16) working hours, if requested to do so by the City.

Article 16 On-call/Standby Duty

16.1 Detectives and Detective Sergeants may be scheduled for on-call/standby status from time to time. This on-call/standby status shall be specifically designated for a Detective or Detective Sergeant in the work schedule or by the Department. A Detective or Detective Sergeant that is on-call/standby is required to remain mentally alert and physically prepared to respond should he or she be contacted. Mentally alert and physically prepared shall be interpreted to include the understanding that the employee shall not be under the influence of intoxicating beverages or illegal drugs and controlled substances, the possession or use of which is unlawful, pursuant to federal, state and local

laws and regulations in the United States. And an on-call list will be kept in full view and accessible in the Watch Commanders Office. An on-call list will be kept in full view and accessible in the Watch Commanders Office

16.2 In the event the Patrol Officer is called in during the scheduled on-call/standby day he or she will receive overtime pay for the hours worked. A Patrol Officer or patrol sergeant that is on-call/standby is required to remain mentally alert and physically prepared to respond should he or she be contacted. Mentally alert and physically prepared shall be interpreted to include the understanding that the employee shall not be under the influence of intoxicating beverages or illegal drugs and controlled substances, the possession or use of which is unlawful, pursuant to federal, state and local laws and regulations in the United States.

16.3 After receiving a telephone call or a page the Detective, Detective Sergeant, Patrol Officer or Patrol Sergeant must respond by phone within thirty (30) minutes of the telephone call or page. Once the telephone call or page has been acknowledged the Detective or Patrol Officer must report for duty within one (1) hour of acknowledgement. If the Detective, Detective Sergeant, Patrolman or Patrol Sergeant does not respond to the telephone call or page while on-call/standby in a reasonable time or responds in an unacceptable manner, he or she shall be subject to disciplinary action and will be considered not to have complied with their obligations and accordingly will not have earned or be eligible to receive on-call/standby duty compensation, as described above, unless the employee's inability to be located was caused by administrative error, technical failure or another legitimate reason.

Article 17 Injuries and Light Duty Assignments

17.1 On Duty Injuries

The City shall pay up to 40 working days injury leave, without sacrifice of sick leave, dependent upon the recommendation of the City's physician. Employees who are injured in the line of duty, and who do not return to work within three days are eligible to receive workman's compensation. On Duty injuries and Worker's Compensation shall be governed by the City's Administrative Regulation No. 1 and the Police Department General Order 4-01.

17.2 Light Duty

Light duty assignments for on-duty injuries will consist of solely non-hazardous, administrative duties in the Department. Light duty positions must abide by any and all medical restrictions by the employee's medical provider. Light duty officers will not be allowed in the booking room. Light duty officers will not be placed on patrol. Light duty officers will be in uniform, unless such injury so prevents as determined by the City's physician, and will not be in any marked or unmarked patrol car unless Police Department errands or any other clerical/non-police activities are required, or in case of an emergency.

Article 18 Hours of Work/ Manpower

~~18.1 The pay period for Detectives, Patrol Officer and Sergeants runs every two (2) weeks consisting of a total of no less than eighty scheduled (80) hours of work in the two (2) week pay period. If the~~

~~Patrolmen or Patrol Sergeants work more than eighty (80) hours in a two week pay period they will be compensated and will receive overtime pay based on their individual pay grade.~~

18.1 Patrol Officers will work twelve (12) hour shifts and the hours shall be: First shift 7:00 a.m. to 7:00 p.m. and Second shift 7:00 p.m. to 7:00 a.m. Officers are to be at work and ready for duty at 6:30 a.m. for the First shift and 6:30 p.m. for the Second shift. Patrol officers for both shifts will be allowed a forty-five (45) minute lunch with an additional fifteen (15) minute arrival time. For any reason if a patrol officer does not get their forty-five (45) minute lunch break the patrol officer will be compensated and will receive thirty (30) minutes of overtime pay submitted at the end of the shift by the officer. Meal breaks for First Shift will start at 9:00 a.m. and at 9:00 p.m. for Second Shifts. More than one officer may be cleared for breaks at the same time. Excluding Overlay Shifts, the last officer will be cleared for meal breaks at 4:45 p.m. for First Shift and 4:45 a.m. for Second Shift. At the discretion of the City, Officers may be cleared for breaks after the above prescribed times.

18.2 For both First shift and Second shift, the K-9 Officers will be allowed a forty-five (45) minute lunch with an additional fifteen (15) minute arrival time. If, for any reason, a K-9 Officer does not get their forty-five (45) minute lunch break the K-9 officer will be compensated and will receive thirty (30) minutes of overtime pay, submitted at the end of the shift by the K-9 officer. The K-9 officer will receive one (1) hour of compensation per day for taking care of the K-9 including sick days, vacation and personal recreation days. The K-9 officer will not receive any compensation time if the K-9 is not in the possession of the K-9 officer. If for any reason the K-9 Officer is called to a scene while not on duty the officer will receive a minimum of two (2) hours overtime pay. The K-9 Unit is assigned to the Special Operations Unit and adopts the shifts of the Unit, thus working adjustable work hours with the Unit as to address emerging crime trends.

18.3 Scheduled days for Patrol Officer overlay shifts will be an eight (8) hour shift scheduled once per pay period for each patrol officer. The overlay shifts for officers on the First Shift will be from 12:00 p.m. to 8:00 p.m. The overlay shift for Officers on the Second Shift will be from 6:00 p.m. to 2:00 a.m. The overlay officer(s) for both shifts will be at work and ready for duty thirty (30) minutes prior to their scheduled times. All overlay shifts for patrol officers can be extended to a full twelve (12) hours due to emergency circumstances or if the minimum manpower requirements are not met and reasonable notification is provided. In any other circumstances, the employee may be asked but not required to extend an overlay shift. For all overlay eight (8) hour shifts, the officer will be allowed a thirty (30) minute lunch break with an additional fifteen (15) minute arrival time. If an overlay shift is extended, the employee will be entitled to a forty-five (45) minute lunch break or the employee will be compensated for a missed lunch break. The Officers on an overlay shift will count for manpower during the hours the overlay officer(s) is working. The K-9 officer will also be given one (1) hour during the overlay shift to feed and care for the K-9.

18.4 Patrol Sergeants will work twelve (12) hour shifts which shall be: First shift 7:00 a.m. to 7:00 p.m. and Second shift 7:00 p.m. to 7:00 a.m. Patrol Sergeants are to be at work and ready for duty at 6:00 a.m. for the First shift and 6:00 p.m. for the Second shift. Patrol Sergeants will

be allowed a forty-five (45) minute lunch taken at their discretion with an additional fifteen (15) minute arrival time

18.5 Scheduled days for Patrol Sergeants overlay shifts will be an eight (8) hour shifts scheduled once per pay period for each Patrol Sergeant. The overlay for First and Second shift for Patrol Sergeants will be determined by the Department. All overlay shifts for patrol sergeants can be extended to a full twelve (12) hour shifts by the Department with notification of at least one (1) day. For all overlay eight (8) hour shifts, the Patrol Sergeant will be allowed a thirty (30) minute lunch break with an additional fifteen (15) minute arrival time.

18.6 Detectives shall work eight (8) hour shifts which shall be: First shift, 8:00 a.m. to 4:00 p.m. and Second shift 4:00 p.m. to 12:00 a.m. (midnight). Detectives shall arrive at work thirty (30) minutes prior to their scheduled eight (8) hour shift. Detectives shall receive a thirty (30) minute lunch break each eight (8) hour shift with approval of on duty Supervisor.

18.7 Manpower will consist of twelve (12) to fifteen (15) Patrol Officer on each of the four (4) crews. Minimum manpower excluding specialized units and supervisors will be a minimum of eight (8) patrol officers. Minimum manpower and shift strength shall be governed by General Order 9-01, Section XII: Allocation of Personnel as adopted on March 26, 2013.

Article 19 Vacation Leave

19.1 All employee requests to use accrued vacation time must be turned in to their supervisor in accordance with Police Department Policy and Procedure Manual. In the event a conflict should occur involving two (2) or more employees for the same time, the employee with the most seniority shall prevail for patrol officers. Notwithstanding the foregoing, no vacation "bumping" is permitted within one hundred eighty (180) days of the less senior employee's previously approved vacation days.

19.2 Each regular full-time employee between one (1) and five (5) years of service shall accrue vacation leave with pay at the rate of one and one quarter ($1\frac{1}{4}$) days per month or three (3) calendar weeks per year. Regular full-time employees having completed five (5) years of service shall be allowed vacation leave at a rate of one and one third ($1\frac{1}{3}$) days per month or three (3) calendar weeks plus one (1) day per year. Regular full-time employees having completed ten years of service shall be allowed vacation leave at the rate of one and one half ($1\frac{1}{2}$) days per month or three (3) calendar weeks plus three (3) days per year. Regular full-time employees having completed twenty (20) years of service shall be allowed vacation at a rate of two (2) days per month or four (4) calendar weeks plus four (4) days per year.

19.3 No vacation leave shall be granted a regular employee until he/she has served six months from the date of his/her probationary appointment. Vacation time may be allowed for time served in probationary status.

19.4 Vacation time shall be taken in four (4) hour increments during the calendar year in which it becomes due.

19.5 Vacation time will not be permitted to accrue to an amount beyond that granted annually except under unusual circumstances when it has been impossible for the employee to take

vacation leave and then only with the written permission of the City Manager. In no event shall vacation leave be permitted to accrue beyond that accumulated in a two-year period.

19.6 Vacation picks, both first and second, shall be based on seniority. All vacation requests shall be submitted to the immediate supervising official. Employees' vacation request shall be approved or denied within five (5) days of the submission of the request. The yearly schedule will be approved and distributed by December 15th.

19.7 Upon voluntary resignation, employees shall be compensated for all accumulated and unused vacation leave up to the date of separation.

Article 20 Holidays

Recreational Days: Commissioned personnel working eight-hour (8) shifts of the Police Department shall receive nine (9) personal recreation days per calendar year totaling seventy-two (72) hours. Commissioned personnel working twelve-hour (12) shifts will receive six (6) personal recreation days totaling seventy-two hours (72). Eight-hours (8) shall be earned individually throughout the year by the Officer being employed by the Department on the following dates:

January 1
February 1
March 1
May 1
July 1
August 1
September 1
November 1
December 1

Five (5) personal recreation days shall be available and granted for use as of January 1 of each calendar year. The remaining four (4) days shall be available and granted for use as of July 1 of each calendar year. For personnel working twelve-hour shifts, three (3) personal recreation days shall be available for use as of January 1st of each calendar year. The remaining three (3) days shall be available for use as of July 1st of each calendar year. All days earned during the calendar year must be taken by December 31 of each year or shall be forfeited.

Those officers who are detached to special duties which necessitate them taking a federal or state holiday off (such as basic recruit training at the Academy) will only be granted the balance of personal recreation days which would normally be earned by them.

Should an officer be assigned to "absence without pay status" on any of the above dates, and the duration is in excess of 30 calendar days, no recreational day credit shall be allowed for that period.

The Police Chief will determine guidelines regarding the administration of these personal

recreation days.

Article 21 Leave

21.1 Sick Leave

Sick leave shall be accumulated at twelve (12) hours per month, totaling one hundred and forty-four (144) hours per year. Accrued sick time may be used due to actual sickness or disability of the employee or sickness of an immediate family member, which necessitates the employee's absence from employment. Immediate family member shall include the employee's spouse, domestic partner and/or dependents residing within the employee's household. Unused sick leave may be accumulated to total not more than 90 workdays for regular employees working five days per week on a forty (40) hour per week schedule or one thousand eighty (1080) hours of sick time. A duty-related illness or injury shall not be charged against the employee's accumulated sick leave balance. The employee's supervisor may direct an employee who appears ill to leave work to protect the health of others; provided however that this employee

may return to work if his doctor certifies that he is not ill. If the employee has worked at least one-half of his scheduled shift, the employee will not be charged for sick leave for the first day if the employee is sent home. A physician's note will only be required for authorization of sick leave after twenty-four (24) hours of scheduled duty time or more.

21.2 Maternity Leave

After a female employee has learned of her pregnancy, she must meet with her physician to determine the best course of action for fetal protection. The employee must inform her employer in writing of her pregnancy at her discretion. Employer must provide light duty accommodations that benefit employee and employer. Employee must complete and present leave of absence and FMLA paperwork within thirty (30) days of taking leave. Employee must have been employed with the City for at least twelve (12) months and worked at least 1,250 hours during the twelve-month period preceding the FMLA leave request. Employee may take vacation/sick/personal recreation days concurrently with FMLA. The City will continue paying the same portion of the health insurance premiums while employee is on paid leave and FML.

Any female member who upon advice from her physician may not safely perform all of the normal duties of her job during pregnancy will be temporarily assigned to non-hazardous duties for the protection of the unborn fetus. The member shall remain assigned to a non-hazardous duty or another similar assignment for the duration of the pregnancy.

Article 22 Funeral Leave

22.1 In the event of a death in the immediate family of an employee, the employee may be granted up to three (3) work shifts (maximum of thirty-six (36) hours) off with pay as funeral leave. The family members constituting "immediate family" in this paragraph are:

- a. Spouse or domestic partner.
- b. Child(ren) or stepchild(ren)
- c. Sibling or stepsibling of an employee or the employee's spouse or domestic partner.
- d. Parent or stepparent of an employee or Parent or stepparent of the employee's spouse or domestic partner.
- e. Grandparent of employee or the employee's spouse; and
- f. Grandchild(ren) of an employee or the employee's spouse or domestic partner.

22.2 In the event of a death of an aunt or uncle of the employee or the employee's spouse or domestic partner, the employee may use up to two (2) days of the employee's annual leave.

Article 23 FMLA Leave

FMLA paperwork must be completed if illness or injury is deemed an emergency circumstance and/or the illness will keep employee out of duty for more than three (3) scheduled workdays. The City shall comply with the Family and Medical Leave Act (FMLA).

Employees who have worked for the City for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months, may be eligible to take an unpaid leave of absence under circumstances including the birth of a child, the need to care for a family member with a serious health condition, the employee's own serious health condition, a qualifying military exigency or to care for a family member injured while on active duty. The City's FMLA Policy, as found in the Administrative Regulations and the Employee Handbook and as modified from time to time, governs the terms and conditions of all City employees' FMLA leave.

Article 24 Military Leave

24.1 Any member of the bargaining unit that is activated for Military orders (temporary or long term activations) will be guaranteed re-employment with the Department and the Department will abide by federal law and all other applicable regulations as it relates to employment rights.

24.2 Any bargaining unit member that is currently under contract with the United States Military Reserve or National Guard, and required to attend monthly "drill weekends," shall be granted paid leave for that purpose not to exceed fifteen (15) days per year. Fifteen (15) days per year for an employee shall be fifteen 8-hour days totaling 120 hours. The member must provide documentation of participation in scheduled drills to receive this compensation.

24.3 Any member activated for military service, for a period that exceeds ten (10) calendar days, and whose pay and allotment from the military is less than that of their pay earned from the City, shall be compensated for the difference. Any member wishing to use this

benefit must provide a copy of the pay and allotment statement from D.F.A.S. (Defense Finance and Accounting Service), which must be accompanied by a copy of the orders.

Article 25 Jury Duty

25.1 If an employee is called for jury duty on a day the employee is scheduled to work, the employee must contact his or her immediate supervisor promptly after receiving notification to appear and present the jury summons. The employee should also notify his or her immediate supervisor of selection to serve on a jury as soon as possible. In addition, proof of service must be submitted to the immediate supervisor when the period of jury duty is completed. If an employee is released from jury duty at or before noon, the employee is expected to report to work for the remainder of the day.

25.2 Employees shall receive the difference between the employee's regular pay (without consideration for overtime) and jury service pay, for the days the employee was scheduled to work but instead served on jury duty. To receive these wages, an employee must submit to payroll as part of the employee's time report a copy of the check, they receive for jury service for days for which they are paid by the City. All City benefits and accruals shall remain in effect throughout an employee's required jury service.

25.3 If employees require any other time off to appear in Court for personal matters, such as for personal lawsuits, traffic violations, arrests and non-work-related accidents, they shall not be paid for that time away from work. Employees must use available Vacation or Recreation Days for those situations, with appropriate authorization from their immediate supervisor.

Article 26 Insurance

26.1 Health, hospitalization and major medical benefits, accident, life and disability insurance will continue to be provided to employees, spouse and family in accordance with City policy. However, modifications may be made with respect to the plan options (i.e. basic or "buy-up" plans) the deductibles, copays, schedule of benefits and/or employees cost during the term of this Agreement on the same terms as for other City employees.

26.2 The City offers a voluntary dental and vision plan to all full-time employees.

Article 27 Employee Conduct, Reprimands, and Discipline

The City's General Work Rules, as found in Administrative Regulation No. 4 and the Police Department Policy and Procedure – General Order 3-15 effective August 7, 2001, shall govern code of conduct, discipline and termination.

The City Manager may, for misconduct, inefficiency, or other just cause discharge a regular employee. The City Manager can appoint and, when necessary for the good of the service, remove all officers and employees of the City except as otherwise provided by the Charter or State statute. Any time an employee is called before the Police Chief for the purpose of considering disciplinary action against the employee, the employee shall have the right to notify the Union Executive Board Member and one of the officers of the Union and have them accompany the employee and advise him or her. When representation is invoked the employee and the City understand that this does not negate the employee's responsibility to participate in the investigative process during the disciplinary proceedings.

The Civil Service Rules and Administrative Regulations shall be made available electronically and should be kept current in the office of the Chief of Police.

Article 28 Grievance/Complaint Procedure

The Police Department Policy and Procedure Manual – General Order 4-03 effective March 26, 2013 shall govern grievance procedures.

Article 29 Educational Assistance

The City and Union agree that is beneficial to both parties that employees continue their education, but that such education is not required as part of the job, and shall not be considered or treated as hours worked or for which any compensation is to be provided for time expended in such educational pursuits. It is agreed that only full-time uniformed personnel may, if funding is available, be eligible for Educational Achievement Reimbursement in curriculum from an accredited college or university related to the employee's respective department. Education assistance will be provided, as determined by the Committee on Academic Review, pursuant to the City's Educational Achievement Reimbursement Policy, as found in Administrative Regulation No. 19 and as modified from time to time, which governs the reimbursement of academic credits. Full-time uniformed personnel shall receive reimbursement upon the completion of a semester or equivalent term with passing grade of A, B or C, up to a maximum of \$750.00 per calendar year upon the City Manager's approval.

Article 30 Personnel Records

30.1 The City's Director of Human Resources shall maintain a personnel file for each employee. The only personnel records that may be used as a basis for official action are those which appear in the employee's official Police Department and Human Resources personnel files.

30.2 An employee may in writing request to and inspect his or her personnel record

through Human Resources with at least twenty-four (24) hours' notice. Human Resources shall provide the personnel file within a reasonable amount of time after receiving the written request. This review may take place only with a City representative present. Personnel files may not be removed from the records area. The record may not be copied or taken from the Human Resources office for any reason.

Article 31 Training

31.1 Training while on Duty

(A) Time spent in training while on duty shall be considered normal work time.

(B) The City shall provide in service training on an annual basis to each employee to fulfill Missouri P.O.S.T. guidelines. The City may provide the opportunity for this training either during the employee's regularly scheduled shift, or by adjusting the employee's shift so that the training will be on an on-duty basis. Employees will not be scheduled for a training session lasting more than four (4) hours after working a full shift. Once scheduled, training becomes a required work assignment. If an employee misses P.O.S.T. training scheduled by the City, the employee may be subject to discipline in the event his or her P.O.S.T. certification lapses.

(C) The employee will be compensated (compensatory time) for any training that was attended while off duty.

K-9 units will be provided training monthly and for one (1) week out of the year for national certifications.

Article 32 Off-Duty or Secondary Employment

The Chief of Police may from time to time issue orders, directives and/or rules regulating off- duty and secondary employment of Unit employees where such employment involves a Police Officer exercising police powers or wearing a weapon and/or badge.

Any secondary employment not related to law enforcement duties requires written approval of the Chief of Police provided that it does not conflict with scheduled work hours. Such approval shall not be unreasonably withheld.

Article 33 Uniforms and Equipment

33.1 Uniforms

- A. All commissioned officers shall maintain in good order, a regulation issue of uniforms, regardless of assignment. Officers shall have full uniform available at all times.
- B. The prescribed uniform shall be clean and pressed, with no tears, rips, holes or soil apparent,

and shall be worn in the manner prescribed by Department orders. Department members are responsible for uniform cleanliness. In the event a part of the uniform becomes torn or soiled during a tour of duty, conditions permitting, the member will be allowed to change the affected part of the uniform.

- C. It is the responsibility of the Department member to obtain needed alterations of the uniform in the event of weight loss or gain.
- D. The prescribed uniform shall be worn by members of the Department while on duty. Civilian clothing is authorized for members of the Bureau of Investigations and any other member specifically designated by the Chief of Police.
- E. All articles of the uniform shall conform to the uniform standards and no other insignia, pins, etc., may be worn on or with the uniform without the permission of the Chief.
- F. All officers retiring after 20 yrs. of service shall be issued a retirement badge and identification.
- G. Patrol personnel shall be issued and shall be accountable for the following uniforms:
 - a. Uniform cap
 - b. Foul weather fur cap
 - c. All weather cap
 - d. 1 ball cap (University City Police on front and DSN on back)
 - e. 4 Long sleeve shirts with 2 Department patches on each shirt
 - f. 4 Short sleeve shirts with 2 Department patches on each shirt
 - g. 2 Winter pants
 - h. 2 Summer pants
 - i. Clip-on Ties
 - j. 1 Nylon jacket and liner with 2 Department patches
 - k. 1 Raincoat and hat cover
 - l. 1 Pull over sweater
 - m. 1 Pair of winter gloves
 - n. 1 Badge and 1 Cap piece
 - o. Badge case
 - p. 1 Identification Card
 - q. Service stars
 - r. Rank insignia
 - s. Department patches
 - t. 1 Pair of patrol shorts (special detail)
 - u. 1 Polo Shirt with 2 Department patches (special detail)
 - v. 2 pair of bike shorts (bike patrol)
 - w. 2 Polo Shirts with 2 Department patches, POLICE reflective on back, name and badge embroidered on front (Bike Patrol)

33.2 Uniform Allowance

The City agrees to pay commissioned officers who are not required to wear a uniform on a regular basis a uniform allowance of \$50.00 per month provided that individual is employed and in good standing on that date. The positions covered by this section are Detectives and Police Officers working special assignments if they are in civilian clothes for more than a year. The City's Uniform Allowances and Equipment for Police Personnel, as found in Administrative Regulation No. 18 governs the uniform allowance procedures.

33.3 Personal Equipment/Accessories

Personnel shall be issued and shall be accountable for the following personal equipment, with the exception of nylon equipment being issued only as deemed necessary dependent upon assignment (i.e. bike patrol):

- a. Name tags
- b. Option blue dickies with UCPD embroidered in gold letters in front
- c. 1 Knit (skull) hat with UCPD embroidered in gold letters in front
- d. 1 Inner Belt
- e. 1 Leather and 1 nylon duty belt
- f. Belt keepers: 4 leather and 4 nylon
- g. 1 On duty Firearm (to be purchased by officer)
- h. Firearm Holster: 1 leather and 1 nylon
- i. 1 Double magazine case
- j. Ammunition
- k. Body Camera
- l. Concealed Body Armor (Ballistic Vest) (to be purchased by officer) see 34.3.1
- m. 1 Taser X26P or X26 and case (Supervisors)
- n. O/C spray and case: 1 leather and 1 nylon
- o. 1 Radio, charger, and nylon and leather cases
- p. 2 Pair of handcuffs, 2 handcuff keys and 2 cases: nylon and leather
- q. 1 Baton with leather and Nylon case
- r. 1 Whistle with lanyard
- s. 1 Departmental Policy and Procedure Manual
- t. 1 Copy of this Agreement between University City and the Union
- u. 1 Citation holder
- v. Traffic, parking, and non-traffic summons
- w. Bike Helmet (bike patrol)
- x. Nylon duty belt with cases for equipment (bike patrol)
- y. Sunglasses with three lenses (bike patrol)
- z. K-9 units: Department issued cellular phone, station kennel, and indoor and outdoor kennels for personal residence.

33.3.1 The employee may wear a protective vest which will be purchased at the employee's own cost. If an officer desires to purchase a vest, the Department will purchase the vest initially, and allow the officer to repay the Department through a minimal cost payroll deduction plan until such time the Department is fully reimbursed for the vest.

33.3.2 Only Police Academy Recruits, who have graduated from the Academy, who choose to wear a vest will be authorized to purchase the vest through payroll deductions and the vest will be available prior to graduation from the Police Academy.

33.3.3 Officers will be mandated to wear protective body armor for the following types of incidents or tactical operations:

1. Tactical Raids
2. Hostage/Barricaded Suspect

3. Tactical Stakeouts
4. VIP Protection Detail
5. Any other occurrence deemed suitable by a Commanding Officer

The City shall provide protective body armor to those officers without vests who are directed to engage in any of the above incidents or tactical operations.

33.4 Accessories

Personnel shall be issued and shall be accountable for the following accessories if applicable:

- a. American Flag pin
- b. Crisis Intervention Team (CIT) pin
- c. Field Training Officer pin
- d. Special Operations Unit (SOU) pin
- e. Chief's Meritorious Award pin
- f. Service stars

The service stars will be placed directly above the top edge of the right-side pocket centered in the middle. The name tag will be worn on the right pocket flap beneath the service stars. The American Flag pin will be worn on the left pocket flap, beneath the badge above the pocket button.

33.5 Equipment to be purchased by Officer:

The following equipment is to be purchased by the officer:

- a. Duty firearm: Duty firearm will be issued to the officer by the Department. The Department will deduct fifty dollars (\$50.00) from each pay check until the firearm is paid in full. The firearm will be the property of the officer.
- b. Boots (black)
- c. Dress Shoes (black clarino)
- d. Socks
- e. Tennis shoes (Black)
- f. Vest

33.6 Optional Equipment: Secondary firearm

- a. One second handgun may be carried if approved by the Department
- b. Secondary firearms are not to be visible to the public
- c. Secondary firearms are to be bought and paid for by the officer

33.7 Duty Firearm

The Department may replace the 9mm Beretta firearm with a .40 caliber or higher caliber firearm.

33.8 Approval for Uniform Items

Authorization to wear or carry any uniform item that is different (style, material, etc.) from the

Department issued item (i.e. holsters, belts, etc.) must be approved by the respective Chief of Police in accordance with Department policy.

33.9 Patrol Vehicles

1. All vehicles will have correctly installed emergency equipment including, but not limited to:
 - a. Exterior mounted emergency lights to include alley and spotlights
 - b. Siren
 - c. Radio/emergency button
 - d. PA radio
 - e. Exterior mounted spotlight on the driver's side
 - f. Shot gun
 - g. Flares
 - h. Blankets
 - i. Breathing mask
 - j. Spare tire
 - k. Fire extinguisher
 - l. Traffic Cones
 - m. Disposable handheld traffic lights
 - n. Communicable disease control supplies
 - o. Alley lights
 - p. Push Bumper
 - q. Seat belt and child restraints
2. All marked patrol vehicles will have correctly installed equipment, including but not limited to, equipment functioning properly and installed in the vehicle functioning properly or readily accessible from the vehicle. Such equipment may include the following:
 - a. Laptop computer
 - b. Laptop Air Cards
 - c. Mobile Ticketing Devices
 - d. Authentication Tokens
 - e. Lotus Notes Jump Drives
 - f. Rifle
3. Damage to vehicle or equipment inside the vehicle.
 - a. It will be the responsibility of the officer making relief to inspect the vehicle and equipment to ensure there is no damage to the vehicle or equipment and to ensure the vehicle and equipment are functioning properly.
 - b. If the officer making relief fails to inspect and report any damage to the vehicle or equipment, he/she will be held accountable with possible disciplinary action taken against him/her.
 - c. The City agrees to fix or repair any damage to the vehicle, along with equipment in a timely manner.

33.10 Station Equipment

- a. The report writing room will have the necessary computers properly functioning computers with hardware and software no older than four (4) years old.
- b. Every officer shall have a functioning email address.
- c. The booking area shall have at least one (1) computer for booking.
- d. The booking room will contain rubber gloves at all times in sizes small, medium, large, and extra large
- e. Department mailboxes can be used to inform officers of information pertaining to Union business or news.

33.11 Body Worn Camera

- A. Employees shall adhere to the Body Worn Camera policy under General Order 7-16.
- B. Missouri law permits an individual to surreptitiously record any conversation in which one party to the conversation has given his/her permission (RSMO 542.402).
- C. Officers shall record enforcement related contacts and calls for service. The recording should be activated prior to the actual contact with the citizen, or as soon as safely possible thereafter and continue recording until the contact has concluded.
- D. Enforcement related contacts include but are not all-inclusive to the following: calls for service, traffic stops, field interviews, detentions, arrests, persons present at radio calls who are accused of crimes, and consensual encounters in which the officer is attempting to develop reasonable suspicion or probable cause.
- E. Officers may stop recording when the arrestee is cooperative and safely secured inside a law enforcement facility or a law enforcement vehicle. If an arrestee becomes uncooperative or if there is some evidentiary purpose, officers should resume recording.
- F. Officers shall record suspect interviews. Officers should not stop and start the recording during a suspect interview. If this occurs, the reason for stopping the recording must be documented. If the suspect is being interviewed in a room that is set up for recording, then recording with the BWC is optional.
- G. When recording interviews of suspects and such interview meets the legal requirements, officers shall ensure they record any advisement of the Miranda Warning.
- H. In the event an officer needs to respond to a confidential phone call, private discussion between themselves and a supervisor, etc., the officers shall articulate the reason for muting or pausing the recording, pause it and then reactivate it again when the confidential need has passed.
- I. Private citizens have a reasonable expectation of privacy in their homes. When officers are lawfully present in a home (warrant, consent, or exigent circumstances) during official duties, there is no reasonable expectation of privacy.
- J. Officers should wear their BWC during special events and secondary employment as directed by supervisory or command personnel.
- K. There are specific situations where the use of BWCs is not appropriate. These may include, but are not limited to, the following:
 - a. During communications with other law enforcement personnel unrelated to official duties.
 - b. Encounters with undercover officers or confidential informants.
 - c. When on break or otherwise engaged in personal activities or nonwork-related activity.
 - d. In restrooms, locker rooms, or other places where there is a similar expectation of privacy and there is no legal reason to be present.
 - e. During a strip or body cavity search.
 - f. When conducting tactical planning, which will include roll call.

- g. In order to capture discussions between individuals with privilege, such as attorneys, members of the clergy, peer support counselors, and medical professionals.
 - h. BWC will not be used to record nonwork-related activity.
 - i. BWC shall not be used to record in areas or during activities such as pre-shift conferences, department locker rooms, exercise rooms, break rooms, or other activities not related to a criminal investigation.
 - j. BWC shall not be activated in places where persons have a reasonable expectation of privacy, such as locker rooms, dressing rooms, or restrooms.
 - k. BWC shall not be used during Department administrative investigations unless instructed to do so by the Chief of Police or his/her designee.
- L. Officers shall be aware of patient's rights of privacy when in a hospital or medical facilities. Officers shall attempt to avoid recording persons not involved in the investigation.
- M. There may be situations in which a citizen may ask an officer to deactivate their BWC during law enforcement functions. Officers are under no obligation to comply with that request and are in fact encouraged to keep the device on and recording until they have secured from the scene. If the continued recording would pose a detriment to obtaining critical information, the officer may choose to stop the recording, after verbally articulating the reason.
- N. Domestic violence victims often recant statements. Victims may also make their children unavailable for investigators or court to avoid their providing statements. For these reasons, domestic violence victims with serious injuries should be recorded if the victim is willing. Officers should also record the statements of children of domestic violence victims who are witnesses if possible.
- O. Generally, officers are not required to record informal or casual encounters with members of the public. Officers should consider that recording people in some circumstances may inhibit the sharing of information or developing strong ties between members of the community and the Department.

It should be noted that it is the policy of the Major Case Squad that officers shall not activate the BWC when performing duties on an MCS investigation. Refer to MCS Policy Statement 8, dated 07/10/2018. Due to this, University City Police Department Officers detached to the MCS will not activate their BWC during performance of their duties while on an MCS investigation.

Article 34 Mileage Allowance

The City reimburses mileage for approved use of a personal vehicle for City business per the IRS regulation as the same may change from time to time.

Article 35 Use of City Facilities

35.1 The Union shall have the ability to post notices as it relates to communications with their members. These postings are authorized on the Union's bulletin board. The following types of notices are examples only and not intended to be a complete list:

- Notice of recreational and social affairs sponsored by the Union
- Notice of Union meetings
- Notice of Union elections

Reports from Union committees
Rulings on Union policies and
Union newsletters

All posted material must be legibly signed and dated by the Union's President or designated representative. Nothing which contains disparaging statements about the City, including any City Department, any City official, or any City employees(s) shall be posted within police or any other City facilities. Any violation of this section shall entitle the City to immediately cancel the provisions of this section and revoke the Union's privilege to use bulletin boards and/or other points of posting pursuant to this section. In the event non-authorized material is posted, it shall be immediately removed by the Union or its representative on notification by the Department. The City reserves the right to remove material that contains disparaging statements before providing notification to the Union; if such action is taken, the City shall notify the Union as soon as possible.

35.2 The City will furnish locker rooms, with showers and storage facilities for male and female officers.

Article 36 Promotions

Promotions are granted pursuant to the City's Civil Service Rules and Department Policy and Procedure as set forth in General Order 4-05, as adopted on June 1, 2001 shall govern the promotion process.

Article 37 Term of Agreement

37.1 This Agreement shall be effective as of March 1, 2022 and shall continue in full force and effect through February 28, 2025; provided that unless either party gives written notice of its intention to terminate this Agreement at least ninety (90) days prior to the expiration of this term, then on February 28, 2025 this Agreement shall automatically be renewed for additional one-year terms, on the same terms, as set out in this Agreement.

37.2 The parties shall commence meet and confer discussions within thirty (30) days after notice of termination is given by either party or upon such other schedule as mutually agreed by the parties. Meet and confer discussions shall be conducted in confidence, such that offers, proposals and comments made during bargaining shall not be publicized or discussed publicly; except that either party may reveal the terms of a last, best and final proposal or the terms of a new contract that has been tentatively agreed to or recommended for approval.

37.3 The parties shall conclude meet and confer discussions before the end date of the term of the Agreement either by reaching agreement on a new contract or making a last, best and final proposal. With the approval of both parties (including vote of the City Council, where required), meet and confer discussions may proceed beyond the end date of the term of the Agreement with the existing Agreement automatically renewing itself each month until the parties either reach agreement on a new contract or make a last, best and final proposal.

Article 38
Binding on Successors

This Agreement, for its duration, shall be binding upon the successors and assigns of the parties hereto, and no provision, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

Article 39
Saving Clause

If any article or section of this Agreement should be determined by the City to be in conflict with any existing or subsequently enacted State or Federal legislation or judicial decision, all other Articles and sections of this Agreement shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion(s) and the provisions of this Agreement shall be amended so as to render the provision in question in compliance with applicable law as close to the original intent of the parties as possible.

Article 40
Amendments

All amendments to this Agreement shall be numbered, dated, and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

Article 41
Entire Agreement

41.1 The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

41.2 The City Administrative Regulations and Civil Service Rules, the Employee Handbook and Benefits Information Guide, Police Department General Orders and Police Department Directives, as may be modified from time to time, shall apply to employees unless a provision of this Agreement explicitly provides otherwise.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2022.

CITY OF UNIVERSITY CITY, MISSOURI: EASTERN MISSOURI COALITION OF
POLICE, FRATERNAL ORDER OF POLICE,
LODGE 15:

City Manager

ATTEST:

City Clerk



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER:
For City Clerk Use CA20220228-02

| | | | |
|---|-----------------------|---|-----------------------|
| SUBJECT/TITLE: EDRST Grant - UCFD/U City High School - EMT Academy - Rollover Funds | | | |
| REQUESTED BY: Brooke A. Smith, Assistant City Manager | | DEPARTMENT / WARD City Manager / All | |
| AGENDA SECTION: | Consent | CAN ITEM BE RESCHEDULED? | Yes |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Recommendation to authorize the City Manager to rollover funds in the amount of \$31,437.46 from the EDRST Fund Reserves. | | | |
| FISCAL IMPACT: The fiscal impact would be \$31,437.46 from fund reserves. | | | |
| AMOUNT: | 31,437.46 | ACCOUNT No.: | 11.45.78.6040 |
| FROM FUND: | Fund 11 Fund Reserves | TO FUND: | Fund 11 Fund Reserves |
| EXPLANATION: In FY20, the University City Fire Department was awarded \$68,300 in EDRST Funds for EMT training. All of the funds were not utilized and the UCFD is requesting that the remaining \$31,437.46 be rolled over for use in FY22. | | | |

STAFF COMMENTS AND BACKGROUND INFORMATION:

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: - Council Cover from August 12, 2019 - Original Application Materials | |

LIST CITY COUNCIL GOALS (S):

| | | | |
|-------------------------|----------------------------|---------------|-------------------|
| RESPECTFULLY SUBMITTED: | Gregory Rose, City Manager | MEETING DATE: | February 28, 2022 |
|-------------------------|----------------------------|---------------|-------------------|



Council Agenda Item Cover

MEETING DATE: August 12, 2019

AGENDA ITEM TITLE: EDRST Funding Recommendations

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

At the July 9 meeting of the Economic Development Retail Sales Tax Board (EDRST), the following requests were approved to recommend to City Council for final approval during the FY 20 funding period:

- U City Farmers market for \$28,500 – events and operations
- St. Louis Artworks for \$11,100 – Mural project for youth workforce skills development
- U City School District, EMT Training for \$68,300
- U City in Bloom for \$50,573 – Olive Blvd and Delmar Loop Planters
- University City Façade Improvement Program for \$150,000

The total of these projects is \$308,473. Budgeted funding available is \$367,018 with reserves totaling \$1,195,474.

Action on the funding requests from the Loop Special Business District (LSBD) were deferred until City finance staff can reconcile the accounts with the LSBD. Applications for a second round of funding are due on September 6.

RECOMMENDATION:

The City Manager concurs with the EDRST Boards recommendation with one modification. St. Louis Artworks has agreed to change the location of the mural project to the interior of the City's parking garage, to be painted directly on a wall, rather than an interior location at Barbara Jordan Elementary school. As such, the City Manager recommends approval of the mural project to be changed to the Delmar Parking Garage.

ATTACHMENTS:

- EDRST Funding Applications for all project submitted.



Fire Department

863 Westgate Ave., University City, Missouri 63130, Phone: (314)505-8591
Fax: (314)863-5515



2022 University City Council agenda Item

EDRST Grant for

UCFD/UCity High School - EMT Academy

GL account: **11-45-78-6010**

Original Grant amount: **\$68,300.00**

Used Funds: **2020 - \$22,137.18**

2021 - \$14,725.36

Remaining Funds requested for 2022 budget agenda item:

\$31,437.46



Economic Development Retail Sales Tax Board
6801 Delmar Boulevard • University City, Missouri 63130 • 314-505-8533

APPLICATION FOR ECONOMIC DEVELOPMENT RETAIL SALES TAX FUNDS FISCAL YEAR 2020 (JULY 1, 2019 – JUNE 30, 2020)

Directions. Please complete all sections of the application. If a question does not apply to a project, please indicate "n/a" for not applicable. Please refer to "Economic Development Retail Sales Tax Board Funding Priority Guidelines" for guidance. Applications should be submitted by **May 31, 2019** to Libbey Tucker, Director of Economic Development, City of University City, 6801 Delmar Boulevard, University City, MO 63130 or ltucker@ucitymo.org. For questions call 314-505-8533. Applications submitted after the deadline will not be considered for funding.

Application Date: May 30th, 2019

Project Title: School District of University City and University City Fire Department EMT Academy

SECTION 1: APPLICANT/ORGANIZATION INFORMATION

1. Applicant/Organizational Information

Name of Applicant/Organization: School District of University City

Contact Person and Title: Susan Hill, Director of College and Career Readiness, and Clay Ware, Coordinator of Adult Education

Mailing Address: 8136 Groby Rd.; University City, MO 63130

Phone Number: 314-651-1291

E-mail Address: shill@ucityschools.org and cware@ucityschools.org

Website: www.ucityschools.org

Organizational Officers (Provide Name, Address, Phone and e-mail of at least three. Provide Articles of incorporation and letter or status):

- a. Sharonica Hardin-Bartley, 8136 Groby; shardin@ucityschools.org; 314-290-4000
- b. Ian Buchanan, 8136 Groby; ibuchana@ucityschools.org; 314-290-4000
- c. Tiffany Slater, 8136 Groby; tslater@ucityschools.org; 314-290-4000

Type of Entity:

- Sole-Proprietorship
- Corporation/Partnership/Limited Liability Company
- Not for Profit Organization
- Public/Government

501(c) 3:

- Yes No If no, list type of entity:

Minority Business Enterprise (MBE) or Women Business Enterprise (WBE):

- Yes No

2. **Applicant/Organization Background**

Describe the applicant/organization history and mission:

Excellence in education has been a top priority for residents living in University City. Strong academic foundations have flourished since 1868 when the first school opened its doors. Just four and a half years after the incorporation of the City of University City on September 4, 1906, the freeholders saw the need to organize a school system. On February 21, 1911, with a city population of only 2,417 and a student enrollment of 160, The School District of University City was officially established. When school began in September 1912, the school population was 769.

Today, you will find outstanding educational programs serving a student population of about 2,200 district-wide. From crayons to college, University City's educational success begins with its progressive early childhood program and is reflected in the approximately 200 high school students it graduates annually.

Schools are a reflection of the community they serve. The School District of University City is certainly a fine example as it reflects the rich history, longtime traditions and prosperous economy of an area that takes pride in its youth and the promise they hold for the future.

Today, our mission is that all students will graduate college and career ready without remediation. We believe in a "to and through" approach to education whereby the school district takes responsibility for the postsecondary success of our students.

Describe the applicant/organization programs and activities:

University City High School is a comprehensive high school that offers a wide-range of academic and extra-curricular opportunities for its 800 students. In the 2018-19 school year the district began an Early College Program where students will earn an Associate's Degree while earning their high school diploma. In the 19-20 school year two career academies will launch in Health Sciences and Engineering.

Course curricula has been reorganized by career pathways so that all students will complete programs of study in an area of their skill, talent and interests. Programs of study are designed for students to earn dual credit or industry-recognized credentials alongside their high school diploma so that they are better prepared for postsecondary success.

If the request is from an organization, please provide proof of organizational support for the application (i.e. letter from organization on official letterhead, meeting minutes, etc.).

SECTION 2: PROGRAM OR PROJECT INFORMATION

3. Program or Project Summary (attach additional sheets if necessary)

Description of the Program or Project. In addition to a detailed description of the project, include a summary of the need for the program or project, goals and objectives, partners, and how the program or project meets any City plans or policies.

The School District of University City (SDUC) seeks to develop the University City EMT Academy in partnership with the Fire Department of University City to address the shortfall of EMTs in the St. Louis County region. Through this proposed partnership the SDUC will work with the UCFD to properly prepare the next generation of firefighters beginning at the high school level and beyond for an EMT-Basic certification through the National Registry of Emergency Medical Technicians (NREMT). Often this is the initial stackable credential in the firefighter career pathway. Additionally, the certification could lead to the foundation for a future career in the healthcare field.

The SDUC along with the UCFD will work to develop a three-hour block day pilot career academy, tasking students with completing 270 hours of classroom time, 48 hours of hospital clinical hours along with a 60-hour field internship on an ambulance. Classes will be taught by UCFD certificated training staff currently working in the field in a hybrid format utilizing the "Fire Hero Learning and Responder Safety Learning Networks". Additionally, this partnership will create mechanisms for SDUC instructors, fire and EMS administration to network, exchange knowledge, seek assistance with challenges and learn best practices to prepare high school students and those beyond for the workforce of tomorrow.

The scope of the training will include basic, non-invasive interventions to reduce the morbidity and mortality associated with acute out-of-hospital interventions to emergencies. Training will focus on minimizing secondary injury and providing comfort to the patient and family while transporting the patient to emergency care facility, thus providing limited to basic skill-development that can be performed safely in an out of hospital setting with no direct medical oversight and limited training. The pilot training program will also focus on preparing students to pass the state required NREMT written exam, comprised of 70 to 120 questions in a computerized format to obtain their certification, thus meeting the CTE requirement for maintaining College and Career Readiness (CCR) point towards full accreditation, while increasing our region's upskilling needs for EMTs.

In the 2019-2020 school year University City High School is launching an Academy of Health Sciences due to high student interest and demand for classes in the health sciences. This Academy will become a key recruiting ground for students who desire an EMT certification prior to graduation so they can enter the workforce at a livable wage while working toward additional postsecondary education.

Describe the number of part-time and full-time jobs to be created by the specific request and average wages for these jobs.

We anticipate 8-10 students will complete the EMT program in its pilot year and will consider a program with at least 15 students in subsequent years as a successful academy.

Basic EMTs can earn between \$14 and \$24 per hour. EMT certification will also expand future wage opportunity because students can use this as a stackable credential toward the paramedic profession and many other careers in the medical and health sciences career cluster.

Define the expected outcomes of the project, milestones and how the project success will be measured.

The School District of University City and University City Fire Department will launch its inaugural EMT Academy in January of 2020 with at least 8 students in attendance.

All 8 students will succeed in earning their EMT credential at the culmination of the program.

All 8 students will have job placement with an EMT service within one month of graduation.

All students will have a plan to "skill up" from their basic EMT Certification within two years of graduation.

Program or Project Location (Attach photos of location or site, if appropriate):

School District of University City and the University City Fire Department

Program or Project Timetable:

| | |
|-----------------------|---|
| Summer 2019 | Purchase supplies needed for course |
| September 2019 | Student recruitment from 12 th Graders in the Academy of Health Sciences |
| Fall 2019 | Develop schedule for class hours, clinical hours and ambulance ride-along |
| October-November 2019 | Determine clinical placements for students |
| January 2019 | Launch Academy |
| January through May | Class meets in afternoon blocks, clinical hours |
| May 2019 | Students Take Licensing Exam |
| May 2019 | Graduation and Licensing Ceremony |
| June 2019 | Job Placement for Graduates |

Type of Funding Request (check all that apply):

- Project
- Program
- Other (such as marketing, legal, professional services, grants or loans to companies for job training)

Total Budget: \$68,300 plus salary of UCFD Instructor who will be on-duty during instruction, to be provided by the UCFD

Amount of funding requested from EDRST: \$68,300

Is this request anticipated to be a one-time request or multi-year? If multi-year, please provide additional details, including anticipated future funding request, project details, and any other helpful information.

This is a one-year request for supplies needed to launch the EMT Academy.

Complete and attach form EDRST B-1 with budget cost summary.

See Google Sheet

I CERTIFY THAT ALL INFORMATION IN THIS APPLICATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

School District of University City

Name of Applicant Organization

 Mike Cameron

Authorized Signature

5/31/19

Date

EDRST B-1

City of University City
 Economic Development Retail Sales Tax
 FY19 Request for Funds: Budget Cost Summary

Applicant School Distr of University City in partnership with UC Fire Department
 Project University City EMT Academy
 Amount of Request \$55,800.00

Provide a listing of each project or program proposed and the associated cost allocation.

| | Total EDRST Funds | Applicant's Cash Funds | Applicant's Non-Cash Contributions | Other Funds | Project Total |
|--|-------------------|------------------------|------------------------------------|-------------|------------------|
| I. Project or Program Direct Costs* | | | | | |
| EMT Supplies/Equipment | \$ 15,000 | | | | |
| Service contracting license fees | \$ 3,000 | | | | |
| Reimbursement certification fees | \$ 2,000 | | | | |
| Driving license lessons (Barrier for many students who don't have a license) | \$ 5,000 | | | | |
| CPR certification Fees | \$ 800 | | | | |
| Instructor Cost (part-time) | \$ 13,000 | | | | |
| Printing of the clinical books,tracking software | \$ 7,500 | | | | |
| Total Direct Costs | \$ 63,300 | | | | \$ - |
| II. Indirect Costs** | | | | | |
| Operations | \$ 20,000 | | | | \$ 20,000 |
| BUDGET TOTAL - ALL ACTIVITIES | \$ 63,300 | | | | \$ 20,000 |

*Examples of direct costs are project materials, salaries, fringe and benefits, supplies and equipment that are tied to a particular cost objective such as a project or program. Consultation with City staff is advised to assist in defining direct costs.

**Examples of indirect costs are expenses relating to operations, such as general office and building expenses. These costs must represent a reasonable and proportional rate in relationship to direct costs. Consultation with City staff is advised to assist with defining indirect costs.



THE SCHOOL DISTRICT OF
UNIVERSITY CITY
Transform the Life of Every Student Every Day!

Sharonica L. Hardin-Bartley, PhD, PHR
Superintendent of Schools
Ronald E. McNair Administration Building
8136 Groby Road
University City, MO 63130
(314) 290-4002
shardin@ucityschools.org

May 30, 2019

Dear Ms. Tucker,

I am writing this letter in support of two proposals coming before the Economic Development Retail Sales Tax Board on behalf of the School District of University City. I have reviewed both the U CAN Center and EMT Academy Partnership proposals and believe that both will be of great benefit to our students and community.

Our U CAN Center and Uniquely University City Retail Store Proposal is an innovative way for us to partner with the city, businesses and other organizations to promote workforce development for students and the community. I also believe that student-involvement in the establishment of the center strengthens our mission to ensure all students graduate college and career ready.

As part of this mission, we are expanding access to career certifications and degree programs to students who are still in high school. Last year we successfully launched an Early College Program with STLCC and in the upcoming year we will launch two career academies in partnership with the National Academy Foundation in Health Sciences and Engineering. EMT is a high demand career opportunity and a license that our students can earn in their last semester of high school.

I hope the EDRST Board will choose to fund our projects at this time. The state of our workforce is at a critical turning point. The School District of University City is leading the region in our efforts to address skill gaps and provide postsecondary education and training access to 100% of our graduating seniors. Funding for the UCAN Center and EMT Academy will allow us to continue to expand opportunities for students in our community.

Best Regards,

Sharonica Hardin-Bartley, PhD, PHR
Superintendent of Schools
School District of University City



**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**

| | |
|--------------------------------------|---------------|
| NUMBER: <i>For City Clerk Use</i> | CA20220228-03 |
|--------------------------------------|---------------|

| | | | |
|---|------------------------------|--|-------------------------|
| SUBJECT/TITLE: Relocation Assistance - Omar O'Hara | | | |
| REQUESTED BY: Brooke A. Smith | | DEPARTMENT / WARD: City Manager's Office | |
| AGENDA SECTION: | Consent | CAN ITEM BE RESCHEDULED? | No |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval. | | | |
| FISCAL IMPACT: The fiscal impact of this agenda would be \$2,000. Funds would come from fund reserves. | | | |
| AMOUNT: | \$2,000 | ACCOUNT No.: | 31.12.73.6807 |
| FROM FUND: | Fund 31 - Fund Reserves RPA2 | TO FUND: | Fund 31 - Fund Reserves |
| EXPLANATION: As outlined in Ordinance 7108 and the Redevelopment Agreement for the Markets at Olive project, the developer and City agreed to provide relocation assistance for those displaced by the development. | | | |
| STAFF COMMENTS AND BACKGROUND INFORMATION: Omar O'Hara previously resided at 8640 Olive Blvd., Apt C in the Olive Blvd. Commercial Corridor and Residential Conservation Redevelopment Project Area and has purchased a replacement home located at 1131 W. Parkedge, University City, MO 63130. Omar O'Hara is eligible to receive a \$2,000 grant for the purchase of a new home. | | | |
| CIP No. | | | |
| RELATED ITEMS / ATTACHMENTS: 1. Relocation Assistance Agreement 2. Invoice - O. O'Hara | | | |
| LIST CITY COUNCIL GOALS (S): N/A | | | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregory Rose | MEETING DATE: | February 28, 2022 |

RELOCATION ASSISTANCE AGREEMENT

This Relocation Assistance Agreement is entered into and made effective this ____ day of February, 2022 by and between the City of University City, Missouri ("Grantor"), and Omar O'Hara ("Grantee").

RECITALS:

A. Grantor approved a Redevelopment Agreement in connection with the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan and related RPA 1 Redevelopment Project, including a Relocation Policy. See Ordinance No. 7108 (6/10/2019) and Redevelopment Agreement Section 3.2 and Exhibit I.

B. The Relocation Policy provides assistance required under Missouri law to occupants or businesses relocated in connection with the RPA 1 Redevelopment Project, and certain additional benefits to residents and businesses affected by the RPA 1 Redevelopment Project.

C. Grantee is a displaced residential person within the meaning of said Relocation Policy and resided at 8640 Olive Blvd., Apt C in RPA 1, on or before May 1, 2018.

D. Grantee has purchased a new home at 1131 W. Parkedge, University City, MO 63130 and is eligible for a grant of two thousand dollars (\$2,000) to be used for the purchase of the new home.

E. Grantor is willing to make said grant to Grantee.

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

1. Grantee is eligible for a grant from Grantor to be used for the purchase of a new home in University City, as stated in the above Recitals.

2. Grantee shall provide all documents and information requested by Grantor to satisfy Grantor that Grantee will use the funds in connection with the purchase of a new home in University City as provided under the Relocation Policy. Grantor may pay the funds directly to Grantee.

3. In the event that Grantee (i) sells or transfers said new home to another person or (ii) does not use the new home as his principal residence, before the expiration of five years from the date Grantee purchased the new home, Grantee shall immediately notify Grantor in writing and repay the funds to Grantor, provided that the repayment amount shall be reduced by twenty percent (20%) for each full year Grantee owned the new home and used it as their principal residence. Grantee shall provide all documents and information requested by Grantor during the five-year period to satisfy Grantor that they are the owners of the new home and are using it as

their principal residence. If Grantee does not promptly provide such documents or information, they shall repay the full grant amount to Grantor.

4. If Grantee fails to comply with this Relocation Assistance Agreement, Grantor shall be entitled to repayment of the grant funds as provided herein and Grantee shall also pay any attorney's fees and costs incurred by Grantor to enforce it.

GRANTOR

GRANTEE

By: _____

Gregory Rose
City Manager
City of University City, Missouri
6801 Delmar Blvd.
(314) 862-6767

By: _____

Omar O'Hara
1131 W. Parkedge
University City, MO 63130



DEVELOPMENT RESOURCE PARTNERS, LLC

February 18, 2022

City of University City, Missouri
C/o: Keith Cole, Director of Finance
6801 Delmar Boulevard
University City, MO 63130

RE: Olive Blvd. Commercial Corridor and Residential Conservation
Redevelopment Project
Property Address: 8640 Olive Blvd., Apt. C, University City, MO 63132

INVOICE

I certify that **Omar O'Hara**, who currently resides at 8640 Olive Blvd., Apt. C in the Olive Blvd. Commercial Corridor and Residential Conservation Redevelopment Project Area, has secured the purchase of a replacement home and has made arrangements to relocate to 1131 W. Parkedge, University City, MO and is eligible to receive relocation benefits pursuant to the University City Relocation Policy. The above-named party is eligible for and has elected to claim the following relocation benefit at this time:

X) Grant of \$2,000 for the purchase of a home in University City.

- The grant can be used to pay closing costs, a down payment, renovation costs or temporary rent while a permanent home is being renovated.

Total **\$2,000.00** (supporting documentation attached)

Please make check payable to: **Omar O'Hara**
 1131 W. Parkedge
 University City, MO 63130

TOTAL AMOUNT REQUESTED: \$2,000.00



Project Manager

4193 Crescent Drive, Suite C
St. Louis, MO 63129
(314) 395-9905 fax: (844) 273-7147

Missouri Residential Lease Agreement

This Lease Agreement (the "Agreement") is made and entered on July 19, 2017 (the "Effective Date") by and between C.E.B. Real Estate Enterprises, LTD. (the "Landlord") and the following tenants:

Omar O'Hara (the "Tenant")

Subject to the terms and conditions stated below the parties agree as follows:

1. Property. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant a apartment with 3 bedroom and 2 bathrooms, located at 8640 Olive Blvd., Apt. C, St. Louis, MO 63132 (the "Property"). No other portion of the building wherein the Property is located is included unless expressly provided for in this Agreement.

2. Term. This Agreement will begin on July 19, 2017 (the "Start Date") and will terminate on June 30, 2017 (the "Termination Date").

Tenant will vacate the Property upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy will be created which either party may terminate by Tenant giving Landlord written notice of at least 30 days prior to the desired termination date, or by Landlord giving Tenant written notice as provided by law. Rent will be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement will remain in full force and effect.

3. Management. The Tenant is hereby notified that C.E.B. Real Estate Enterprises, LTD. is the property manager of the Property. Should the Tenant have any issues or concerns, the Tenant may contact C.E.B. Real Estate Enterprises, LTD. by one of the methods below:

Address: P.O. Box 50188, St. Louis, Missouri 63105

Telephone: 314-275-0807

Email: cebreentld@gmail.com

4. Rent. Tenant will pay to Landlord rent in the amount of **\$675.00** (the "Rent"), payable in advance on the 1st day of each month, and is delinquent on the next day. If that day falls on a weekend or legal holiday, the rent is due on the next business day. There will be no rent increases through the initial term of the lease. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

Payments should be sent to:

Payment address: P.O. Box 50188, St. Louis, Missouri 63105, or at such other place as Landlord may designate from time to time.

Payments can be made by using one of the following methods of payment:

- Personal check
- Money order
- Cashier's check

Tenant agrees to submit rent payments by one of the methods above. In the event of roommates, or another form of joint or multiple occupancy, Tenant will be responsible for collecting payment from all parties and submitting a single payment to Landlord. Tenant is responsible for any payment made by mail and not received by the due date stated herein. Mailed payments must be received on or before the due date. Rent payments for any partial month will be pro-rated at the rate of 1/30th of the monthly rent payment per day.

5. Security Deposit. At the time of signing this Agreement, Tenant must pay to Landlord a security deposit in the amount of **\$0.00** (the "Security Deposit"). Landlord may use therefrom such amounts as are reasonably necessary to remedy Tenants' default in the payment of rent, repair damages to the Property exclusive of ordinary wear and tear, and to clean the Property if necessary.

In accordance with Missouri Revised Statutes § 535.300, Tenant acknowledges that the Security Deposit does not exceed two (2) months rent. Within thirty days after the termination of the tenancy, Landlord will return the full amount of the Security Deposit to Tenant OR provide Tenant with a written itemized list of damages and the cost to repair them, along with the remaining balance of the Security Deposit.

6. Non-Sufficient Funds. Tenant will be charged a monetary fee of \$25.00 as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all late payments provisions included in this Agreement (if any). All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Agreement.

Landlord reserves the right to demand future payments by cashier's check, money order or certified funds on all future payments in the event of a check returned for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check. Landlord and Tenant agree that three (3) returned checks in any 12 month period constitutes frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

7. Late Payments. In the event that any payment required to be paid hereunder by Tenant is not made within 5 days of when due, Tenant will pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of \$25.00.

8. Failure to Pay. Tenant is hereby notified that a negative credit report reflecting on Tenant's credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.

9. Occupants. The only persons who may live on the Property during the term of this Agreement are:

Omar O'Hara
Leneia Weston O'Hara
Xoe O'Hara
Xeta O'Hara
Scarlette O'Hara
Stella O'Hara

or as allowed per the Occupancy Permit issued by the City of University City, Missouri.

Tenant may have guests on the Property for not over 14 consecutive days or 30 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 14 consecutive days or more than 30 days in any calendar year will NOT be considered original occupants of the Property. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Property for more than 14 consecutive days or 30 days in a calendar year.

10. Possession. Tenant will be entitled to possession of the Property on the first day of the term of this Agreement, and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant will remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

11. Use of Property/Absences. Tenant will occupy and use the Property as a full-time residential dwelling unit. Tenant will notify Landlord of any anticipated extended absence from the Property not later than the first day of the extended absence.

No retail, commercial or professional use of the Property is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant to obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section will constitute a material breach of this Agreement and is a just cause for eviction.

12. Appliances. The following appliances will be provided by Landlord:

- Stove
- Refrigerator
- Dishwasher

Tenant will return all such items at the end of the term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

13. Storage. Tenant will be allowed use of the following additional storage:

One assigned storage locker in basement. Any items not stored in the provided storage lockers will be considered abandoned property, and subject to foreclosure and disposal at the Landlord's discretion without notice.

Tenant will store only personal property Tenant owns, and will not store property claimed by another or in which another has any right, title or interest. Tenant will not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances. Landlord will not be liable for loss of, or damage to, such stored items.

14. Parking. Tenant is permitted parking as follows:

One non-exclusive parking space is provided for the tenant. Guests of tenants are not provided parking accommodations. Prior written notice must be provided to the Landlord for vehicles of guests. Illegally/improperly parked or stored vehicles are subject to immediate removal at vehicle owner's expense. Tenant will provide make, model, color and registered state license plate number to landlord. If a new license plate is issued for the tenant's vehicle, the tenant is responsible for notifying Landlord of this change.

The non-exclusive parking is to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks. Tenant will park in assigned space(s) only. Parking space(s) must be kept clean at all times. Vehicles leaking oil, gas, or other motor vehicle fluids will not be parked on the Property. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Property.

15. Roof/Fire Escapes. Use of the roof and/or the fire escapes by Tenants and/or guests is limited to emergency use only. No other use is permitted, including but not limited to, the placement of personal property.

16. Pets. No pets, dogs, cats, birds or other animals are allowed on or about the Property, without Landlord's prior written consent, excepting guide, service, or signal dogs. Strays must not be kept or fed in or around the Property. If a pet has been on or allowed on the Property, even temporarily (with or without the Landlord's permission) Tenant may be charged for cleaning, de-fleaing, deodorizing, shampooing, or replacing any portion of the Property.

17. Keys and Locks. Tenant will be given a set number of keys for the Property. If all keys are not returned to Landlord following termination of the Agreement, Tenant will be charged a monetary fee to replace the keys. If a security deposit was collected by the Landlord at the time of signing this Agreement, then such amount will be subtracted from the Security Deposit. Tenant is not permitted to change any lock or place additional locking devices on any door or

window of the Property without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.

18. Maintenance and Repairs. Landlord will have the responsibility to maintain the Property in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability, except that Tenant will be responsible for the following:

- Tenant provide assistance in troubleshooting tenant repair requests as needed.
- Tenant will be charged the cost to repair any broken windows in Tenant's unit.
- Tenant will be charged for the cost to provide pest control to Tenant's unit when infestation is caused or allowed by Tenant. Tenant will be, additionally, charged for the cost to provide pest control to other units contaminated as a result of infestation proximately caused or allowed by Tenant.

Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or property manager. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. A repair request will be deemed permission for the Landlord or property manager to enter the Property to perform such maintenance or repairs in accordance with this Agreement unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord or property manager's access or entry. Landlord will have expectation that the Property is in a safe and habitable condition upon entry.

19. Utilities and Services. Tenant will pay directly for all utilities, services, and charges provided to the Property, including any and all deposits required, except for the following, which will be paid by Landlord:

- Water
- Garbage
- Sewer

20. Default. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

21. Termination upon Sale of Property. Notwithstanding any other provision of this Agreement, Landlord may terminate this Agreement upon 60 days' written notice to Tenant that the Property has been sold.

22. Early Termination. Tenant may, upon 60 days' written notice to Landlord, terminate this Agreement provided that the Tenant pays a termination fee equal to \$650.00 or the maximum allowable by law, whichever is less. Termination will be effective as of the last day of the calendar month following the end of the 60 day notice period. The termination fee is in addition to all rent due up until the termination day.

23. Holding Over. Should the Tenant hold over the term hereby created with consent of the Landlord, the term of this lease will become a month-to-month tenancy and be deemed to be and be extended at the rental rate herein provided, and otherwise upon the terms and conditions in this Agreement, until either party hereto serves upon the other thirty (30) days written notice of termination, reflecting the effective date of cancellation.

24. Military Termination. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Property is located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant will also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change, which warrants termination under this provision. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the Tenant, provided there are no damages to the Property.

25. Condition of Property. Tenant stipulates, represents and warrants that Tenant has examined the Property, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition.

26. Alterations and Improvements. Tenant will make no alterations to the buildings or improvements to the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Agreement.

27. Hazardous Materials. Tenant will not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

28. Lead Disclosure. Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. Federal law requires that tenants and lessees receive certain information before renting pre-1978 housing. By signing this Agreement, Tenant represents and agrees that Landlord has provided Tenant with such information, including, but not limited to, the EPA booklet entitled *Protect Your Family from Lead in Your Home*.

29. Damage to Property. If the Property is damaged or destroyed as to render it uninhabitable, then either Landlord or Tenant will have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within 20 days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Tenants or Tenants' guests or invitees, Landlord will have the right to termination and Tenants will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

30. Landlord Access to Property. Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon. Tenant will make the Property available to Landlord or Landlord's agents for the purposes of making repairs or improvements, or to supply agreed services or show the Property to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord will give Tenant reasonable notice of intent to enter. For these purposes, twenty four (24) hour written notice will be deemed reasonable.

31. Indemnity Regarding Use of Property. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or agent from any and all liability for loss or damage to Tenant's property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or agents.

32. Accommodation. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or tenants responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

33. Compliance with Regulations. Tenant will promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant will not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

34. Mechanics Liens. Neither Tenant nor anyone claiming through the Tenant will have the right to file mechanics liens or any other kind of lien on the Property and the filing of this

Agreement constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Property free of all liens resulting from construction done by or for the Tenant.

35. Subordination of Lease. This Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Property.

36. Assignment and Subletting. Tenant may not assign or sublease any interest in the Property, nor assign, mortgage or pledge this Agreement, without the prior written consent of Landlord, which will not be unreasonably withheld. Under Missouri law, Landlord reserves the right to double the Rent if Tenant subleases without prior consent of Landlord.

37. Additional Provisions; Disclosures.

- No combustibles may be stored in any area of the basement, including, within Tenant's assigned storage locker.
- Windows are for the ventilation of the dwelling and are not to be used as a means of ingress/egress except for life or death emergencies.
- Window screens are not to be removed by the tenant.
- Tenant may not alter fixtures in common areas.
- Basement area may not be used for entertainment or in any manner that may interfere with the quiet enjoyment of others.
- Refuse area is to be used only for the immediate disposal of items that fit into the provided trash carts. Tenant may not place disposed items against or around the trash carts. Tenant may not place items in trash cart that are prohibited as determined by the City of University City. Disposal of bulky items that will not fit into the trash cart is the responsibility of the tenant. Improper disposal of items will result in lease termination.
- Antenna (satellite, television, radio, telephone) are prohibited from being affixed to the building structure without Landlord's written consent.
- Common interior and exterior areas of building are subject to audio/video monitoring.
- Grounds and parking areas are subject to audio/video monitoring.
- Illegal drug trafficking, illegal drug possession or use is strictly prohibited and is a substantial breach to this lease. Said illegal drug trafficking, illegal drug possession or use will be considered grounds for immediate termination of lease and eviction, subject to all applicable penalties as aforementioned. Any other illegal activity on the property will result in immediate termination of lease and eviction.

38. Notice. Notice under this Agreement will not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions will be deemed received on the third day after posting.

Landlord:

C.E.B. Real Estate Enterprises, LTD.
P.O. Box 50188, St. Louis, Missouri 63105

Tenant:

Omar O'Hara
8640 Olive Blvd., Apt. C
St. Louis, MO 63132

Such addresses may be changed from time to time by any party by providing notice as set forth above.

39. Signatures. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. For purposes of executing this Agreement, a document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

40. Attorney's Fees. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

41. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure:

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation for the State of Missouri. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

42. Governing Law. This Agreement will be governed, construed and interpreted by, through and under the Laws of the State of Missouri.

43. Waiver and Severability. The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead will be enforced to the maximum extent permitted by law.

44. Time of Essence. Time is of the essence with respect to the execution of this Lease Agreement.

45. Estoppel Certificate. Tenant will execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within three (3) days after its receipt. Failure to comply with this requirement will be deemed Tenant's acknowledgment that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

46. Entire Agreement. This document constitutes the entire Agreement between the Tenant and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or its guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

47. Application. Tenant represents and warrants that all statements in Tenant's rental application are accurate. Any misrepresentations will be considered a material breach of this Agreement and may subject Tenant to eviction. Tenant authorizes Landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord reserves the right to terminate this Agreement (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenant's application is false.

48. Binding Effect. The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

Receipt

| | | Initials | |
|---------------------------------|-----------|----------|----------|
| | | Tenant | Landlord |
| Security Deposit: | \$ 0.00 | _____ | _____ |
| Pet Deposit: \$ | | _____ | _____ |
| Rent for the Period: | \$ 270.00 | _____ | _____ |
| <i>July 19 - July 31, 2017</i> | | | |
| Prepaid rent for the Period: \$ | | _____ | _____ |
| Other Charges or Credits: | | _____ | _____ |
| Total Charges Received: \$ | _____ | _____ | _____ |

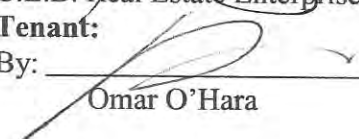
IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement in the manner prescribed by law as of the Effective Date.

Landlord:

By: 
C.E.B. Real Estate Enterprises, LTD.

Date: 8/17/2017

Tenant:

By: 
Omar O'Hara

Date: 8.17.2017

Lease Agreement Inspection Checklist

Address: 8640 Olive Blvd., Apt. C, St. Louis, MO 63132

Tenant has inspected the Property and states that the Property is in satisfactory condition, free of defects, except as noted below:

| | Satisfactory | Comments |
|---------------------------------|--------------|----------|
| Kitchen | | |
| Cupboards | _____ | _____ |
| Floor ceiling | _____ | _____ |
| Walls and ceiling | _____ | _____ |
| Counter surfaces | _____ | _____ |
| Stove and oven | _____ | _____ |
| Refrigerator | _____ | _____ |
| Garbage disposal | _____ | _____ |
| Windows | _____ | _____ |
| Doors | _____ | _____ |
| Light fixtures | _____ | _____ |
| Living Room/ Dining Room | | |
| Floor covering | _____ | _____ |
| Walls and ceiling | _____ | _____ |
| Windows | _____ | _____ |
| Doors | _____ | _____ |
| Light fixtures | _____ | _____ |
| Bathroom (Hall) | | |
| Floor covering | _____ | _____ |
| Walls and ceiling | _____ | _____ |
| Shower and tub | _____ | _____ |
| Toilet | _____ | _____ |
| Plumbing fixtures | _____ | _____ |
| Windows | _____ | _____ |
| Doors | _____ | _____ |
| Light fixtures | _____ | _____ |
| Sink | _____ | _____ |
| Vanity | _____ | _____ |
| Medicine cabinet | _____ | _____ |

Bathroom (Master)

| | | |
|-------------------|-------|-------|
| Floor covering | _____ | _____ |
| Walls and ceiling | _____ | _____ |
| Shower and tub | _____ | _____ |
| Toilet | _____ | _____ |
| Plumbing fixtures | _____ | _____ |
| Windows | _____ | _____ |
| Doors | _____ | _____ |
| Light fixtures | _____ | _____ |
| Sink | _____ | _____ |
| Vanity | _____ | _____ |
| Medicine cabinet | _____ | _____ |

Hallways or Other Areas

| | | |
|-------------------|-------|-------|
| Floor covering | _____ | _____ |
| Walls and ceiling | _____ | _____ |
| Closets | _____ | _____ |
| Light fixtures | _____ | _____ |
| Furnace | _____ | _____ |
| Air conditioner | _____ | _____ |
| Patio or deck | _____ | _____ |
| Yard | _____ | _____ |
| Other (specify) | _____ | _____ |

Bedroom North

| | | |
|-------------------|-------|-------|
| Floor covering | _____ | _____ |
| Walls and ceiling | _____ | _____ |
| Closet | _____ | _____ |
| Windows | _____ | _____ |
| Doors | _____ | _____ |
| Light fixtures | _____ | _____ |

Bedroom South

| | | |
|-------------------|-------|-------|
| Floor covering | _____ | _____ |
| Walls and ceiling | _____ | _____ |
| Closet | _____ | _____ |
| Windows | _____ | _____ |
| Doors | _____ | _____ |
| Light fixtures | _____ | _____ |

Bedroom Master

| | | |
|-------------------|-------|-------|
| Floor covering | _____ | _____ |
| Walls and ceiling | _____ | _____ |
| Closet | _____ | _____ |
| Windows | _____ | _____ |
| Doors | _____ | _____ |
| Light fixtures | _____ | _____ |

Tenant:

By:  Date: 8.17.2017
Omar O'Hara

Acknowledged by Landlord:

By:  Date: 8-17-2017
C.E.B. Real Estate Enterprises, LTD.

Lease Agreement
Disclosure of Information on Lead-Based Paint
or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on poisoning prevention.

Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- (ii) X Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the landlord (Check (i) or (ii) below):
- (i) _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

- (ii) X Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

- (c) JWC Tenant has received copies of all information listed above.
- (d) JWC Tenant has received the pamphlet *Protect Your Family From Lead In Your Home*.

Agent's Acknowledgment (initial)

* The term Agent is defined as any party who enters into a contract with the Landlord, including anyone who enters into a contract with a representative of the Landlord for the purpose of leasing housing.

- (e) _____ Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

ST. LOUIS REALTORS®
Approved by Counsel for St. Louis REALTORS®
To be used exclusively by REALTORS®

Form # 2163 01/20

SALE CONTRACT COUNTEROFFER # 1

Initiated By: Seller or Buyer

1 SALE CONTRACT DATE JANUARY 19, 2022

2 PROPERTY 1131 PARKEDGE, ST LOUIS, MO 63130

3 This Counteroffer is part of an offer to buy or sell property. Carefully read its terms and the terms of any documents referenced as part of the offer.

4 ANY TERMS AGREED TO FROM A PREVIOUS COUNTEROFFER MUST BE CARRIED FORWARD TO THIS COUNTEROFFER AS
5 WELL AS ANY NEWLY PROPOSED CHANGES. THE TERMS CONTAINED IN THIS COUNTEROFFER TOGETHER WITH THE
6 REMAINING UNCHANGED TERMS OF THE SALE CONTRACT (PLUS ANY ATTACHED ADDENDUM OR RIDERS) SHALL
7 CONSTITUTE THE NEW OFFER.

8 **The Sale Contract Shall Be Changed as Follows:**

9 1 Paragraph# 24 Line# 423 or Rider# _____ is changed as follows OFFER TO BE ACCEPTED BY SELLER
10 BY 6:30 PM JANUARY 20, 2022

11 2 Paragraph# _____ Line# _____ or Rider# _____ is changed as follows _____
12

13 3 Paragraph# _____ Line# _____ or Rider# _____ is changed as follows _____
14

15 4 Paragraph# _____ Line# _____ or Rider# _____ is changed as follows _____
16

17

18 5 Paragraph# _____ Line# _____ or Rider# _____ is changed as follows _____
19

20

21 6 The _____ additional attached pages contain terms that are an integral part of this Counteroffer, identified as follows _____
22

23 EXPIRATION: This Counteroffer must be accepted by 8:30 m. of JANUARY 20, 2022 ("Acceptance Deadline")
Lauren Steward

24 _____ 01/20/2022 _____
25 SIGNATURE DATE SIGNATURE DATE

26 LAUREN STEWARD _____
27 Printed Name Printed Name

28 WE ACCEPT THE TERMS SET FORTH IN THE SALE CONTRACT, AS MODIFIED BY THIS COUNTEROFFER
29 (INCLUDING ANY ATTACHED ADDENDUM OR RIDERS).

30 *Omar O'Hara* 01/20/2022 1:11 PM
31 SIGNATURE TIME AND DATE SIGNATURE TIME AND DATE

32 Omar O'Hara _____
33 Printed Name Printed Name

34 OR _____ (initials) WE REJECT THIS COUNTEROFFER AND MAKE A NEW COUNTEROFFER

35 OR _____ (initials) WE REJECT THIS COUNTEROFFER

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgement of all parties.

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and members of the Bar Association of Metropolitan St. Louis.

Form # 2090 07/21 55470017

RESIDENTIAL SALE CONTRACT

DATE: January 19, 2022

1. PARTIES AND PROPERTY.

Omar E. O'hara, a married person, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated) University City, County of St. Louis, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: 1131 W Parkedge Lane, Saint Louis, MO 63130-2234.

2. INCLUSIONS AND EXCLUSIONS.

Note: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is to be included in this sale. To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

- Access to Property
- All Keys & Remote Entry Controls
- Electric Garage Door Openers & Controls
- Exterior
- Exterior Lighting, Landscaping & Mailbox
- Invisible Pet Fence Systems & Collars
- System & Utilities
- Built-in Heating, Ventilating & Cooling Systems
- Security & Alarm Systems
- Radiator Shields
- Built-in Plumbing Systems & Fixtures
- Water Softeners & Sump Pump
- All Window Air Conditioning Units
- Central Vacuum System & Attachments

- Kitchen/Cooking Related
- Dishwashers & Trash Compactors
- Ovens/Ranges/Stoves and Attachments
- Built-in Microwave Ovens
- Attached Gas Fired Barbecue Grills
- Electrical, Lighting & TV Related
- All Lighting Fixtures & Ceiling Fans
- Attached TV Antennas
- Attached TV Mounts only
- Flush Mounted Speakers
- Fire/Fireplace Related
- Artificial Fireplace Logs
- Attached Fireplace Equipment & Doors
- Flooring Related
- Attached Floor Coverings

- Window/Wall Related
- Curtain /Drapery Hardware only
- Blinds, Shades, Shutters & Awnings
- Attached Mirrors & All Bathroom Mirrors
- Attached Shelving/Closet Organizers
- Screens & Storm Windows
- Miscellaneous
- All Articles Now Provided For Tenant Use
- Remotes for All Included Items

In addition, the following items are included: All Kitchen appliances as viewed and described in the MLS at no additional expense to the Buyer
The following items are excluded: _____

3. PURCHASE PRICE.

\$ 300,000. is the total purchase price to be paid as follows:
\$ 1,200. earnest money (\$0 if none stated) (check one) received for delivery to OR to be delivered to Integrity Title Solutions escrow agent within 3 days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be escrow agent if none specified above.
\$ -0- additional earnest money (\$0 if none stated) to be delivered to escrow agent within n/a days after the "Acceptance Deadline" date (15 days if none stated) or n/a.

The balance, including any adjustments set forth in this contract, less any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing by cashier's check, wire transfer or any form acceptable to Closing agent.

OEO / _____ Initials BUYER and SELLER acknowledge they have read this page 15 / _____
E-Signed BUYER BUYER SELLER SELLER

4. METHOD OF FINANCING.

Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be necessary for the Buyer to request Seller to agree to an extension of the Closing Date.

Not Contingent Upon Financing. This contract is not contingent upon financing; however, Buyer reserves the right to finance any portion of the purchase price.

Contingent Upon Financing. Buyer agrees to do all things necessary, including, but not limited to the execution of a loan application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided by Buyer's lender, to Seller or listing broker, of Buyer's inability to obtain a loan approval on the terms described below on or before February 18, 2022 (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from lender. If Buyer has complied with the terms of this paragraph and has provided timely written notice to Seller or listing broker of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12.

Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should complete and attach to this contract an appropriate appraisal rider.

Loan amount: 96.5 % of the purchase price OR \$ _____
 Initial interest rate not to exceed: 4.25 %. Amortization term: 30 years.
 Other terms (none if blank): _____

LOAN TYPE: (Check applicable) Conventional FHA VA Other: _____
 RATE TYPE: (Check applicable) Fixed Rate Adjustable Rate Other: _____

Seller agrees to pay, at Closing, a cost not to exceed 3 % of purchase price OR \$ n/a
 (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.

5. CLOSING AND POSSESSION.

Note: All parties are encouraged to use the same title company to reduce risk. If Seller does not close at the same title company as Buyer, or Seller's choice of title company does not have a common underwriter with Buyer's title company, then Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are not protected by the title insurance underwriter.

The "Closing" is the exchange of the Seller's deed for the total purchase price. Seller shall be deemed to have received funds when funds are received by Seller or Seller's title company. The Closing of this sale shall take place on February 24, 2022 or any other date that both parties agree in writing. Buyer will close at Integrity Title Solutions-Kirkwood, MO, the title company which provides title insurance. Regardless of who closes for Buyer, Seller may close at the title company of Seller's choice. Title will pass when the sale is closed. Seller to deliver possession of the property and keys to Buyer no later than (check one only): Closing OR _____ m (time) of February 24, 2022 (date) but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates this possession. Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete the appropriate rider. Deed as directed by Buyer. Except for tenants lawfully in possession, Seller warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted, as it was on the date of this contract. Buyers should change locks and codes following possession. Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements. Note: Parties are cautioned to always call to confirm instructions before sending any funds via wire transfer.

6. RIDERS. The following riders or supplements are attached hereto and incorporated herein as a part of this contract.

- | | |
|---|--|
| <input type="checkbox"/> Appraisal Rider (Form #2046) | <input type="checkbox"/> Possession by Buyer Prior to Closing (Form #2094) |
| <input type="checkbox"/> Back-Up Contract (Form #2120) | <input type="checkbox"/> Possession by Seller After Closing (Form #2095) |
| <input type="checkbox"/> Contingency for Sale and Closing of Buyer's Property (Form #2092) | <input type="checkbox"/> Rental Property Rider (Form #2096) |
| <input type="checkbox"/> Contingency for Closing of Buyer's Property (Form #2092a) | <input type="checkbox"/> Residential Lease (Form #2118) |
| <input type="checkbox"/> Condominiums, Villas or Similar Lifestyle Communities (Form #2059) | <input type="checkbox"/> Review of Indentures/Restrictive Covenants (Form #2143) |
| <input checked="" type="checkbox"/> FHA Loan Provision Rider (Form #2135fha) | <input type="checkbox"/> VA Loan Provision Rider (Form #2135va) |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

OEO

LS

7. FRANCHISE DISCLOSURE.

Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

8. TITLE AND SURVEY.

Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following: a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists for residential purposes at the time of the contract.

Check applicable box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order, Provide and Purchase Title").

Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any Seller paid costs in Paragraph 4.

Not later than _____ days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a lender's policy of title insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing broker. Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to exceed \$ _____. Buyer to pay title cost exceeding this amount.

Buyer to Order, Provide and Purchase Title.

Buyer may, at Buyer's option and expense, order a title examination and commitment to issue an Owner's and/or lender's policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review documents, and, if necessary, object to defects that may be discovered.

Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's Real Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other matters that would be disclosed on a survey.

Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance. A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or acreage discrepancies.

If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on this contingency, Buyer shall within _____ 25 _____ days (25 days if none stated) after the "Acceptance Deadline" date, furnish a copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time will constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing to correct the defects prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12 and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance and Closing.

Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property. Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys, indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.

9. ADJUSTMENTS AND CLOSING COSTS.

Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135fha or #2135va and current FHA and VA regulations) as follows:

Buyer shall pay for (where applicable):

- hazard insurance premium(s) and flood insurance premium, if required by lender;
- survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by Buyer, subject to paragraph 8;
- any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees, funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- building, termite, and environmental inspections;
- the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier's current charges;
- real estate compensation to broker per separate written agreement;

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- municipal occupancy permit; and
- agreed upon repairs.

Seller shall pay for (where applicable):

- existing loans on property (if not assumed by Buyer);
- any expenses of Buyer's loan agreed to in paragraph 4;
- title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by Seller, subject to paragraph 8;
- municipal, Conservation District and fire district inspection fees;
- special taxes and special assessments levied before Closing; and
- real estate compensation to broker per separate written agreement; Seller authorizes selling portion of commission to be paid directly to selling broker; and agreed upon repairs.

Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date of Closing (Seller to pay for last day):

- current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted;
- general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- district improvement assessments for current year; Buyer to pay thereafter;
- subdivision upkeep assessments and monthly condominium fee;
- interest (when Buyer assumes existing loan); and
- flat rate utility charges (including water, sewer, and trash).

10. INSPECTIONS, DISCLAIMERS, AND WARRANTIES.

Within 10 days (10 days if none stated) after the "Acceptance Deadline" date (the "Inspection Period"), Buyer may purchase one or more written home inspection report(s) from any independent qualified inspector(s) of the property and improvements as deemed necessary by Buyer, including, but not limited to, environmental hazards; termite and wood-destroying insect infestation and damage; plumbing, including water, well, sewer, septic and waste-water treatment systems; roof and other structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines/fuel runs; basement leaks and exterior drainage; and mechanical equipment, including appliances. **Discovery of an unsafe condition(s) may result in immediate shut off of one or more appliances or utilities.** Buyer's Inspection Period will end upon the delivery of the Inspection Notice described below or the time period stated above, whichever occurs first. Failure by Buyer to purchase and perform an inspection within the time period stated above shall constitute a waiver and acceptance of any conditions an inspection would have disclosed. **Buyer should contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.**

Within the Inspection Period, Buyer shall furnish a written Inspection Notice to Seller or listing broker stating one of the following:

- (1) Buyer is satisfied with the inspections. Delivery of inspection reports to Seller or listing broker is not required. If Seller or listing broker has not received the written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of any inspections.
- (2) Buyer is terminating the contract, with earnest money to be returned to Buyer, subject to paragraph 12. In this case, Buyer shall have purchased one or more home inspection report(s) from an independent qualified inspector(s), as provided for above, which together cover the substantial structural elements and systems of the property. Buyer shall provide such report(s) to Seller or listing broker, if requested by Seller.
- (3) Buyer is willing to close upon satisfaction of the requirements set forth in the Inspection Notice which must be accompanied by a complete copy of the written inspection report(s), purchased by Buyer. The parties have a total of _____ days (10 days if none stated) after date of Seller or listing broker's receipt of the Inspection Notice (the "Resolution Period") to reach a written agreement as to the requirements set forth in the Inspection Notice, or as to an agreed upon monetary adjustment, or the contract is terminated, and earnest money deposit to be returned to Buyer, subject to paragraph 12. During the Resolution Period, either a written commitment by Seller to meet the requirements originally submitted by Buyer in the Inspection Notice, or a written commitment by Buyer to accept the property without such requirements, shall constitute an "agreement" for purposes of this paragraph even after earlier negotiation failed to produce an agreement.

Buyer acknowledges: 1) that listing broker and selling broker do not have expertise in determining any defects that may be disclosed by any inspections; 2) that Buyer will not rely upon listing broker or selling broker in any way as to the selection of a particular company for any inspections, warranties, and services; 3) that any inspections, warranties, and services may be available from more than one company and that the determination to select a particular company and the completeness and satisfaction of any said inspection, warranty or service is the sole responsibility of Buyer; 4) that when choosing an inspector, warranty, service company, title company, lender, repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience; 5) that there have been no warranties, express or implied, by Seller or real estate brokers.

Home Warranty (Check one):

- Buyer acknowledges that Seller is not providing a limited warranty or service agreement product as a part of this sale. Buyer may purchase one separately, if desired.
- Seller agrees to purchase, on or before Closing, a limited warranty or service agreement at a cost not to exceed \$ 650 and further described Old Republic Home Protection

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223 **10a. INSURABILITY.**

224 This contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the property. If within _____ days
 225 (10 days if none stated) after the "Acceptance Deadline" date, Buyer does not deliver to Seller or Seller's broker a written notice
 226 from an insurance company of Buyer's inability to obtain homeowner/hazard insurance on the property, this condition shall be
 227 deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's obtaining insurance.
 228 If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller of Buyer's inability to obtain
 229 such insurance, then this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12. **Note: If**
 230 **an inspection by the Buyer's insurance company is required, it shall be completed prior to the date in line 224. If the Buyer**
 231 **is obtaining a loan as referenced in paragraph 4, Buyer should communicate insurance information to lender prior to Loan**
 232 **Contingency Date.**

233 **11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY REQUESTS.**

234 Seller agrees to immediately request any compliance inspection(s) including municipality, conservation, fire district or any other
 235 required governmental authority, at Seller's expense, when such inspection(s) are required. In the event the property and
 236 improvements do not meet such requirements or pass such inspection(s), Seller must notify Buyer in writing within
 237 _____ days (15 days if none stated) after the "Acceptance Deadline" date of any violations or requirements that Seller
 238 will not correct. **Failure of Seller to notify Buyer within this period shall constitute an elimination of Seller's ability to negotiate**
 239 **any violations or requirements of the inspections. In such event, Seller agrees to comply with all requirements of the**
 240 **inspections prior to Closing.** In the event Seller notifies Buyer of Seller's refusal to correct all violations, Buyer and Seller have
 241 ten (10) days after date of Buyer's receipt of notification from Seller, in which to reach an agreement in writing as to which party will
 242 complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of the correction. **Note: A**
 243 **monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and private mortgage insurance,**
 244 **and may also affect Buyer's ability to obtain an occupancy permit.** If no written agreement is reached within said ten (10) days, this
 245 contract is terminated and earnest money to be returned to Buyer, subject to paragraph 12. A written commitment within said ten (10)
 246 day period by Seller to make the required corrections, at Seller's expense prior to Closing, or a written commitment within said ten
 247 (10) day period by Buyer to accept the property without correction by Seller of those violations contained in the original list provided
 248 to Buyer by Seller shall also constitute an "agreement" for the purposes of this paragraph, even after earlier negotiations failed to
 249 produce an agreement. In instances where the Buyer must make the occupancy permit request (application) to initiate the inspection
 250 process, Buyer agrees to do so within four (4) days after the "Acceptance Deadline" date. Nothing herein shall require Buyer to
 251 close this sale if he is unable to obtain an occupancy permit after making a bonafide effort to do so. Buyer is cautioned not to rely on
 252 government inspections but should satisfy himself as to the condition of the property (see paragraph 10). Governmental jurisdictions
 253 vary in their occupancy requirements, including the time for applying for the permit and the number of occupants permitted. Buyer
 254 intends to have no more than 5 persons occupy the property.

255 **11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION.**

256 If the property has a lawn irrigation system attached to the public water system, Seller must provide to Buyer, documentation (dated
 257 within 12 months prior to Closing) from a certified back flow inspector indicating that the proper back flow prevention device is
 258 installed and functioning properly.

259 **12. EARNEST MONEY.**

260 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
 261 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by
 262 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the
 263 scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed,
 264 earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for
 265 services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a
 266 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account
 267 until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine
 268 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will
 269 be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable
 270 law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds,
 271 received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute,
 272 Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing
 273 date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected
 274 Closing date.

275 **Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to**
 276 **earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in**
 277 **writing to be bound by the provisions of this contract before being named as the escrow agent.**

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13. REMEDIES.

If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will be reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement of sale. Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including reasonable attorney's fee. This provision shall survive Closing and delivery of Seller's deed to Buyer.

14. LOSS.

Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing, to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract, thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or listing broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's receipt of such information; and if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's option and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days, during which time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

15. ASSIGNABILITY OF CONTRACT.

This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under the contract.

16. MISCELLANEOUS PROVISIONS.

Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

17. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).

Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C §1445] and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

18. CONSTRUCTION.

Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according to the context. When the term "listing broker" is used, it refers to one of the following: a) a broker working for the Seller under an agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term "selling broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's agency agreement; b) a broker assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is appropriate. The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople"). **With the exception of the term "banking days" as used in paragraph 12, a day is defined as a 24-hour calendar day, seven (7) days per week.**

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332 **19. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**

333 Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and appraisers
334 selected by Buyer as provided for in the contract, or inspections required by Buyer's lender or insurer, upon reasonable advance
335 notice to Seller. Buyer and selling broker may also be present during these inspections. Seller grants Buyer, selling broker, and any
336 inspector whose report prompted a request for repairs, the right to enter and walk-through the property, and the right to have the
337 utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is only for the Buyer to confirm
338 that the property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract, and that repairs
339 are completed in a workmanlike manner. Seller will arrange, at Seller's expense, to have all utilities turned on during the period
340 specified for any inspection and the walk-through, unless utilities have been transferred to Buyer. Waiver of property and
341 improvement inspections does not waive the right to a walk-through prior to Closing. The Closing does not relieve Seller of Seller's
342 obligation to complete improvements and repairs required by this contract.

343 **20. FLOOD PLAIN.**

344 Buyer may terminate this contract if any portion of the property is located in a designated 100-year flood plain unless disclosed to
345 Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer
346 to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a
347 waiver by Buyer of this contingency.

348 **21. SPECIAL AGREEMENTS.**

349 Special agreements between Buyer and Seller forming a part of this contract:
350 Seller to pay 1st year annual flood plain insurance premium up to \$4,800. at closing.
351 _____
352 _____
353 _____
354 _____
355 _____

356 **22. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.**

357 Broker is not an expert in measuring and does not measure the total square footage or lot size of the property. To the extent that
358 Broker provides or shares information about the property, the information comes from one or more other sources, is only an
359 approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage
360 of property, and the available information about total square footage can vary depending upon the source, the measurement standard
361 that was used and the date of measurement. One source for total square footage is public information from the county assessor's
362 office, but the county assessor's office does not warrant the accuracy of the information and neither does Broker. If you wish to
363 have verifiable and accurate information about the total square footage of the property, you should retain a qualified professional
364 appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square
365 foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an
366 approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish to have verifiable
367 and accurate information on lot size you should retain a licensed surveyor.

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23. SELLER'S DISCLOSURE STATEMENT. (Check one)

- Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date. Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency shall be deemed as waived by Buyer.
- No Seller's Disclosure Statement will be provided by Seller.

By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a written description.

Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.

24. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES.

Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property, upon first contact, or immediately upon the occurrence of a change to the relationship.

Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling Licensee.

Licensee assisting Seller is a: (Check appropriate box)

- Seller's Agent: Licensee is acting on behalf of the Seller.
- Buyer's Agent: Licensee is acting on behalf of the Buyer.
- Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- Designated Agent: Licensee has been designated to act on behalf of the Seller.
- Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

Licensee Personal Interest Disclosure: (Complete only if applicable)

_____ (insert name of licensee) is a real estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
 an immediate family member of Seller Buyer Other Specify: _____

Licensee assisting Buyer is a: (Check appropriate box)

- Buyer's Agent: Licensee is acting on behalf of the Buyer.
- Seller's Agent: Licensee is acting on behalf of the Seller.
- Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- Subagent of Seller: Licensee is acting on behalf of the Seller.

Licensee Personal Interest Disclosure: (Complete only if applicable)

_____ Bobby Eskridge _____ (insert name of licensee) is a real estate broker or salesperson licensed in the state of _____ Missouri _____ and is (Check one or more, as applicable)
 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
 an immediate family member of Seller Buyer Other Specify: _____

Sources of Compensation to Broker(s), including commissions and/or other fees: Seller Buyer

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412 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

413 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.
414 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic
415 Transaction Act as adopted by the state of Missouri.

416 Alpha Resources
417 Brokerage Firm Name Assisting Buyer

TNL Properties Plus
Brokerage Firm Name Assisting Seller

418 Broker's Firm State License ID#: 1999015855

Broker's Firm State License ID#: 2006020156

419 By (Signature): Bobby Eskridge

By (Signature): Treda Nicks Lardge

420 Printed Name: Bobby Eskridge

Printed Name: Treda Nicks-Lardge

421 Licensee State License ID#: 1999015855

Licensee State License ID#: 2006020156

422 Date: 01/19/2022 MLS ID: SRESKRI

Date: 01/20/2022 MLS ID: STRNICKS

423 OFFER to be accepted by Seller by: 8:30 p. m of January 19, 2022

424 Omar O'Hara 01/19/2022

425 BUYER SIGNATURE DATE

BUYER SIGNATURE DATE

426 Omar E. O'hara

427 Buyer Printed Name

Buyer Printed Name

428 SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.

429 SELLER SIGNATURE TIME and DATE

SELLER SIGNATURE TIME and DATE

431 Seller Printed Name

Seller Printed Name

433 OR LS (initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.
434 E-Signed (use Form #2164 Sale Contract Counteroffer Form).

435 OR _____ (initials) WE REJECT THIS OFFER.

436 Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to
437 the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgement of all parties.

ST. LOUIS REAL TORY
Approved by Counsel for St. Louis REAL TORY
To be used exclusively by REAL TORY

Form # 7138a (4/2)

FHA LOAN PROVISION RIDER

Note: In order to facilitate loan approval, Buyer should have the appraisal process completed by the Loan Contingency Date.

1 SALE CONTRACT DATE January 19, 2022
2
3 PROPERTY 1131 W Parkedge Ln, Saint Louis, MO 63130-2234
4 BY AND BETWEEN Omar E. O'hara Buyer(s) and
5 the undersigned Seller(s)

FHA CERTIFICATION OF CONTRACT

6 We the undersigned, the Seller(s), the Purchaser(s), and the Broker(s) involved in the transaction, each certify that the terms of the contract for
7 purchase are true to the best of our knowledge and belief and that any other agreement entered into by any of these parties in connection with
8 this transaction is attached to the sales agreement.
9 Bobby Eskridge 01/19/2022 Jada Nick Lundy 01/20/2022

10 SELLING BROKER OR LICENSEE SIGNATURE DATE LISTING BROKER OR LICENSEE SIGNATURE DATE
11 Bobby Eskridge Listing Broker or Licensee Printed Name
12
13

14 By acceptance of this contract, Seller makes no implied or express promise that he/she will be responsible for or pay for any predication work
15 required by FHA. If predication work is required by FHA and within ten (10) days from date of receipt by both parties of the conditional
16 commitment (appraisal), no written agreement is reached as to who will complete and pay for the predication work, this contract shall be
17 terminated with earnest money to be returned to Buyer, subject to paragraph 12 of the Sale Contract. (Note: Buyer is cautioned not to rely on
18 the FHA appraisal report, but should satisfy himself/herself as to the condition of the property, see paragraph 10 of Residential Sale Contract.)

19 AMENDATORY CLAUSE: It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be
20 obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise
21 unless the purchaser has been given, in accordance with HUD/FHA requirements, a written statement by the Federal Housing Commissioner
22 or a direct endorsement lender setting forth the appraised value of the property of not less than the sale price. The purchaser shall have the
23 privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised
24 valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not
25 warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are
26 acceptable.

FHA DOES NOT WARRANT THE VALUE OR THE CONDITION OF A HOME:

27 While FHA requires the lender to have an appraiser determine the value of the property, it is an estimate only and is used to determine the
28 amount of mortgage FHA will insure and if the condition of the property makes it eligible for FHA mortgage insurance. It is not, however, a
29 guarantee that the property is free of defects.

30 As the Purchaser, YOU should carefully examine the property or have it inspected by a qualified home inspection company to make sure that
31 the condition is acceptable to you. You should do this before you sign the sales contract or make the contract contingent on the inspection. If
32 repairs are needed, you may negotiate with the owner about having the faults corrected. There is no requirement that you hire an inspector.
33 If We (Buyer) have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or
34 condition of the property we are purchasing.

35 I/We (Buyer) choose to have a home inspection performed. (See paragraph 10 of Residential Sale Contract.)
36
37 I/We (Buyer) do not choose to have a home inspection performed. (This is not a waiver of Buyer's rights in accordance with
38 paragraph 10 of Residential Sale Contract.)

PAYMENT FOR FHA INSPECTIONS:

39 Buyer Seller agrees to order and pay for all inspections and/or re-inspections required by FHA including, but not limited to, termite,
40 roofing, plumbing, electrical or heating and air conditioning.

41 Omar E. O'hara 01/19/2022 LAUREN STEWARD 01/20/2022
42 BUYER SIGNATURE DATE SELLER SIGNATURE DATE
43 Omar E. O'hara Seller Printed Name
44 Buyer Printed Name
45
46 BUYER SIGNATURE DATE SELLER SIGNATURE DATE
47 Buyer Printed Name Seller Printed Name
48
49

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Tenant:

By:  Date: 8.17.2017
Omar O'Hara

Acknowledged by Landlord/Agent:

By:  Date: 8-17-2017
C.E.B. Real Estate Enterprises, LTD.



**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**

| | |
|--------------------------------------|----------------------|
| NUMBER: <i>For City Clerk Use</i> | CA20220228-04 |
|--------------------------------------|----------------------|

| | | | |
|---|------------------------------|---|-------------------------|
| SUBJECT/TITLE: Relocation Assistance - Marsha Perry | | | |
| REQUESTED BY: Brooke A. Smith | | DEPARTMENT / WARD City Manager's Office | |
| AGENDA SECTION: | Consent | CAN ITEM BE RESCHEDULED? | No |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval. | | | |
| FISCAL IMPACT: The fiscal impact of this agenda would be \$1,440. Funds would come from fund reserves. | | | |
| AMOUNT: | \$1,440 | ACCOUNT No.: | 31.12.73.6807 |
| FROM FUND: | Fund 31 - Fund Reserves RPA2 | TO FUND: | Fund 31 - Fund Reserves |
| EXPLANATION: As outlined in Ordinance 7108 and the Redevelopment Agreement for the Markets at Olive project, the developer and City agreed to provide relocation assistance for those displaced by the development. | | | |
| STAFF COMMENTS AND BACKGROUND INFORMATION: Marsha Perry previously resided at 1184 Briscoe Place, Apt. A. in the Olive Blvd. Commercial Corridor and Residential Conservation Redevelopment Project Area and has leased a replacement home located at 9000 Dever Drive, St. Louis, MO. Marsha Perry is eligible to receive a \$1,440 grant for the lease of a new residential unit. | | | |
| CIP No. | | | |
| RELATED ITEMS / ATTACHMENTS: 1. Relocation Assistance Agreement 2. Invoice - M. Perry | | | |
| LIST CITY COUNCIL GOALS (S): N/A | | | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregroy Rose | MEETING DATE: | February 28, 2022 |

RELOCATION ASSISTANCE AGREEMENT

This Relocation Assistance Agreement is entered into and made effective this ____ day of February, 2022, by and between the City of University City, Missouri ("Grantor") and Marsha Perry ("Grantee").

RECITALS:

A. Grantor approved a Redevelopment Agreement in connection with the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan and related RPA 1 Redevelopment Project, including a Relocation Policy. See Ordinance No. 7108 (6/10/2019) and Redevelopment Agreement Section 3.2 and Exhibit I.

B. The Relocation Policy provides assistance required under Missouri law to occupants or businesses relocated in connection with the RPA 1 Redevelopment Project, and certain additional benefits to residents and businesses affected by the RPA 1 Redevelopment Project.

C. Grantee is a displaced residential person within the meaning of said Relocation Policy and resided at 1184 Briscoe Place, Apt. A, University City, MO 63132, in RPA 1, on or before May 1, 2018.

D. Grantee has rented a new home at 9000 Dever Drive, Jennings, MO 63136, and is eligible for a grant of one thousand four hundred forty dollars (\$1,440), which is the difference between the rental costs at the new home compared to the rental costs at the prior home, measured over a period of one year.

E. Grantor is willing to make said grant to Grantee to be used for the rental costs at Grantee's new home.

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

1. Grantee is eligible for a grant from Grantor to be used for the rental costs at Grantee's new home, as stated in the above Recitals.

2. Grantee shall provide all documents and information requested by Grantor to satisfy Grantor that Grantee will use the funds for the rental costs at Grantee's new home as provided under the Relocation Policy. Grantor may pay the funds directly to Grantee.

3. In the event Grantee (i) subleases said new home to another person or (ii) does not use the new home as Grantee's principal residence, before the expiration of one year from the commencement of Grantee's lease for the new home, Grantee shall immediately notify Grantor in writing and repay the funds to Grantor, provided that the repayment amount shall be reduced eight and thirty-three hundredths percent (8.33%) for each full month Grantee leased the new home, paid the rental cost, and used it as Grantee's principal residence. Grantee shall provide all

documents and information requested by Grantor during the one-year period to satisfy Grantor that Grantee is the lessee of the new home and is using it as Grantee's principal residence. If Grantee does not promptly provide such documents or information, Grantee shall repay the full grant amount to Grantor.

4. If Grantee fails to comply with this Relocation Assistance Agreement, Grantor shall be entitled to repayment of the grant funds as provided herein and Grantee shall also pay any attorney's fees and costs incurred by Grantor to enforce it.

GRANTOR

By: _____
Gregory Rose
City Manager
City of University City, Missouri
6801 Delmar Blvd.
(314) 862-6767

GRANTEE

By: _____
Marsha Perry
9000 Dever Drive
Jennings, MO 63136
Telephone: (314) 747-3668
E-mail: marsha.perry@bjc.org



**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**

| | |
|--------------------------------------|----------------------|
| NUMBER: <i>For City Clerk Use</i> | CA20220228-05 |
|--------------------------------------|----------------------|

| | | | |
|---|----------------------------|--|-------------------|
| SUBJECT/TITLE: Vacation, Release and Termination of Easement at 8008-8020 Olive | | | |
| REQUESTED BY: Sinan Alpaslan, Director | | DEPARTMENT / WARD Public Works | |
| AGENDA SECTION: | Consent | CAN ITEM BE RESCHEDULED? | yes |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: The City Manager recommends approval | | | |
| FISCAL IMPACT: | | | |
| AMOUNT: | | ACCOUNT No.: | |
| FROM FUND: | | TO FUND: | |
| EXPLANATION: There is a 30-foot wide easement for a private roadway at 8008-8020 Olive that was granted for the benefit of certain properties located nearby (7804, 7815, 7900, 7930, 7940 and 8080 Olive), by agreement dated April 22, 1968. University City (City) also had a public roadway easement at the same location but it was vacated by Ordinance No. 4522 on July 7, 1969, at which time the private roadway easement became effective. The City subsequently acquired 7815 Olive, a .91 acre vacant lot, on September 11, 2011, and thereby obtained easement rights to the private roadway. | | | |
| STAFF COMMENTS AND BACKGROUND INFORMATION: The current owner of 8008-8020 Olive, Six Fortune, LLC, has requested that the owners of the benefited properties vacate, terminate and release their easement rights because the private roadway was abandoned long ago and buildings have been constructed at 8008-8020 Olive. The owners of all other benefited properties have agreed to vacate, terminate and release their easement rights. The Public Works Director has reviewed the matter and advised that the City has no need for the easement and the City Council may approve the attached Vacation, Release and Termination of Easement and authorize the City Manager to execute it. | | | |
| CIP No. | | | |
| RELATED ITEMS / ATTACHMENTS: Vacation, Release and Termination of Easement for 8008-8020 Olive | | | |
| LIST CITY COUNCIL GOALS (S): | | | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregory Rose | MEETING DATE: | February 28, 2022 |

Space Above Line Reserved for Recorder's Use

1. **Title of Document:** **Vacation, Release and Termination of Easement**

2. **Date of Document:** **As of _____, 2022**

3. **Grantor(s):** **CITY OF UNIVERSITY CITY**
 6801 Delmar Blvd.
 University City, MO 63130

4. **Grantee(s):** **SIX FORTUNE, LLC**
 9569 Bolsa Avenue
 Westminster, CA 92683

5. **Legal description:** **See Exhibits A and B**

6. **Reference(s) to Book and Page(s):** Easement for Private Roadway recorded in
 Book 6325 at Page 904; Agreement recorded
 in Book 6325 at Page 907; Ordinance No.
 4522 recorded in Book 6408, Page 675

VACATION, RELEASE AND TERMINATION OF EASEMENT

This **VACATION, RELEASE AND TERMINATION OF EASEMENT AGREEMENT** (the "Termination") is made and entered into as of this _____ day of _____, 2022 by and between **THE CITY OF UNIVERSITY CITY**, a municipal corporation organized and existing under the laws of the State of Missouri, Mailing Address: 6801 Delmar Blvd., University City, Missouri 63130 ("Grantor"), and **SIX FORTUNE, LLC**, a Missouri limited liability company, Mailing Address: 9569 Bolsa Avenue, Westminster, CA 92683 ("Grantee").

WITNESSETH:

WHEREAS, pursuant to that certain Easement for Private Roadway dated April 22, 1968 recorded in Book 6325 at Page 904 in the Office of the Recorder of Deeds in and for the County of St. Louis, Missouri ("Easement"), as well as that Agreement dated April 22, 1968 recorded in Book 6325 at Page 907 in the Office of the Recorder of Deeds in and for the County of St. Louis, Missouri ("Agreement"), together with the Easement, the "Roadway Easement", a certain roadway easement was granted to the benefit of certain real properties located in University City (the "Benefitted Properties") over and across the following strip of land, situated in the County of St. Louis, State of Missouri:

The East 15 feet of Lots "H" and "M" and the West 15 feet of Lots "I" and "L" of Groby's 2nd Subdivision, the plat of which is recorded in Plat Book 9, Page 46, of the St. Louis City (former County) Records ("Easement Strip");

WHEREAS, the City of University City vacated its right, title, and interest in the Easement Strip by that certain Ordinance dated July 24, 1969 recorded in Book 6408 at Page 675 in the Office of the Recorder of Deeds in and for the County of St. Louis, Missouri ("Ordinance"), at which time, the Roadway Easement triggered an easement upon the Easement Strip for the benefit of the Benefitted Properties;

WHEREAS, the Grantor is the owner of that certain tract of real property known and numbered as 7815 Olive Boulevard, located in the County of St. Louis, Missouri, more particularly described in Exhibit A attached hereto ("Releasing Property"), which said Releasing Property is located within the Benefitted Properties, and is thus arguably benefited by the Roadway Easement;

WHEREAS, Grantee is the owner of a certain tract of real property known and numbered as 8008-8020 Olive Boulevard, located in the County of St. Louis, Missouri, more particularly described in Exhibit B attached hereto (the "Burdened Property"), on which the Easement Strip is situated;

WHEREAS, a building and related improvements on the Burdened Property were completed on or about 1970 (the "Improvements") and were constructed over the Easement Strip, rendering the Roadway Easement inaccessible and unusable as of approximately 1970; and

WHEREAS, Grantor desires to vacate, terminate, and release the Roadway Easement, the Easement and the Agreement, in their entirety.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are acknowledged, the Grantor hereby declares, agrees, provides and covenants, effective as of the date hereof:

1. The Roadway Easement, the Easement, the Agreement, and any and all other right, title or interest of the Grantor to use and/or enjoy the Burdened Property as an owner of the Releasing Property, whether for roadway or for any other purpose whatsoever, are hereby fully and forever vacated, released, discharged,

relinquished, quit-claimed and terminated by Grantor, as the owner of the Releasing Property. Grantee shall own and hold the Burdened Property free and clear from the encumbrance of the Roadway Easement, the Easement, the Agreement, or any and all other right, title or interest of the Grantor as an owner of the Releasing Property. Notwithstanding anything to the contrary set forth in this Termination, Grantee expressly acknowledges that nothing in this Termination shall be construed to strip or deprive the Grantor from exercising any or all of its rights or privileges as a governmental body over the Burdened Property, including, but not limited to, zoning, compliance with code requirements, collection of taxes due and payable, the issuance of permits, and any other governmental functions, all as permitted by law.

2. This instrument shall be binding upon and shall inure to the benefit of the Grantor, the Grantee, and their respective successors and assigns, and all persons claiming any right, title or interest in and to the Burdened Property. This instrument shall be governed by and construed in accordance with the laws of the State of Missouri.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Vacation, Release and Termination of Easement as of the date first above written.

GRANTOR:

THE CITY OF UNIVERSITY CITY,
a municipal corporation of the State of Missouri

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

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

On this ____ day of _____, 2022, before me, a Notary Public in and for said state, personally appeared _____ (name), _____ (title) of the City of University City, a municipal corporation of the State of Missouri, known to me to be the person who executed the within Vacation, Release and Termination of Easement in behalf of said municipal corporation and acknowledged to me that he or she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Name of Notary Public:

Commission Expires:

IN WITNESS WHEREOF, the Grantee has executed this Vacation, Release and Termination of Easement as of the date first above written.

GRANTEE:

SIX FORTUNE, LLC
a Missouri limited liability company

By: _____
Matthew Potter, authorized representative

ACKNOWLEDGMENT

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

On this ____ day of _____, 2022, before me, a Notary Public in and for said state, personally appeared Matthew Potter, authorized representative of Six Fortune, LLC, a Missouri limited liability company, known to me to be the person who executed the within Vacation, Release and Termination of Easement in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Notary Public in the State of Missouri

Commission Expires:

EXHIBIT A
RELEASING PROPERTY

Common Address: 7815 Olive Boulevard, St. Louis, MO 63130

Lot 2B of Westover Center, a subdivision in St. Louis County, Missouri as recorded in Plat Book 300, Page 95, of the St. Louis County Real Estate Records.

EXHIBIT B
BURDENED PROPERTY

Common Address: 8008-8020 Olive Boulevard, St. Louis, MO 63130

Legal Description: A Tract of Land being part of Lots 7 and 8 of “Groby's Subdivision” according to the plat thereof recorded in Plat Book 8 Page 25 of the St. Louis City (former County) Records and part of Lots C, D, E, F, G, H, I, K, L and M of Groby's 2nd Subdivision according to the plat thereof recorded in Plat Book 9 Page 46 of the St. Louis City (former County) Records and part of Fractional Section 4, Township 45 North Range 6 East in the City of University City St. Louis County, Missouri being more particularly described as follows:

Beginning at a point on the Northern right of way of Groby Road, Sixty Feet wide at the Easternmost corner of “Westover Lane”, a subdivision according to the plat thereof recorded in Book 61 Page 33 of the St. Louis County Records; thence along the Northern line of said subdivision, North 41 Degrees 57 Minutes 00 Seconds West 172.52 feet to a point; thence North 89 Degrees 59 Minutes 00 Seconds West 1290.59 feet to point on the Eastern right-of-way line of Eighty-First Street, forty feet wide; thence along said right-of-way line North 00 Degrees 07 Minutes 00 Seconds East 509.13 feet to the Southwestern corner of a tract of land conveyed to American Property Investors, III by deed recorded in Book 6774 Page 1467 of the St. Louis County Records; thence along the Southern line of said tract 89 Degrees 58 Minutes 00 Seconds East 211.68 feet to the Southeastern corner thereof; thence along the Eastern line of said tract, North 00 Degrees 02 Minutes 00 Seconds East, 230.04 feet to a point on the Southern line of a tract of land conveyed to the State of Missouri (for the widening of Missouri State Highway 340 also known as Olive Boulevard) by deed recorded in Book 6445 Page 685 of the St. Louis County Records; thence along said Southern line South 81 Degrees 10 Minutes 00 Seconds East 683.96 feet to a point North 08 Degrees 50 Minutes 00 Seconds East 6.00 feet to a point on the Southern line of a tract of land conveyed to the State of Missouri by instrument recorded in Book 4773 Page 551 of the St. Louis County Records; thence along said Southern line South 81 Degrees 10 Minutes 00 Seconds East 148.24 feet to the Northwestern corner of a tract of land conveyed to Lisa Toon by deed recorded in Book 11325 Page 2085 of the St. Louis County Records; thence along Toon's Western line South 21 Degrees 04 Minutes 00 Seconds East, 70.18 feet to a point of curvature; thence Southeastwardly 696.20 feet along a curve to the left, having a radius of 3145.00 feet and chord bearing South 27 Degrees 24 Minutes 30 Seconds East to a point of tangency; thence South 33 Degrees 45 Minutes 00 Seconds East 65.45 feet to a point on the Northern right of way line of Groby Road as aforementioned; thence along said Northern right of way line South 51 Degrees 38 Minutes 00 Seconds West 14.77 feet to a point of beginning.

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | CM20220228-01 |
|---|----------------------|

| | | | |
|---|----------------------------|--|-------------------|
| SUBJECT/TITLE: Removal of a Park Commission Member | | | |
| REQUESTED BY: Gregory Rose, City Manager | | DEPARTMENT / WARD Administration | |
| AGENDA SECTION: | City Manager's Report | CAN ITEM BE RESCHEDULED? | Yes |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: The City Manager recommends that James Crowe be removed from the Park Commission. | | | |
| FISCAL IMPACT: N/A | | | |
| AMOUNT: | | ACCOUNT No.: | |
| FROM FUND: | | TO FUND: | |
| EXPLANATION: The Park Commission is an advisory body whose duties are to survey and plan for an adequate system of parks and recreational facilities, approve Park Department rules and regulations, and advise and investigate problems in the administration of the parks. (Municipal Code Sections 115.040, 120.390.) The Park Commission consists of seven members who are appointed by the City Council for a term of three years. (Municipal Code Section 120.370.) Park Commission members receive no compensation for their services and the City Council may remove any member for misconduct or neglect of duty. (Id.) Any vacancy occasioned by removal is filled for the remainder of the term. (Id.) | | | |
| STAFF COMMENTS AND BACKGROUND INFORMATION: Member James Crowe served as City Forester from April 17, 2000 until his retirement on April 30, 2019. On July 12, 2021, the City Council appointed him to fill a vacancy in an unexpired term ending January 21, 2023. SEE ADDITIONAL INFORMATION ON PAGE 2 | | | |
| CIP No. | | | |
| RELATED ITEMS / ATTACHMENTS: 1. Memorandum from Parks Director 2. Letter from Mr. James Crowe | | | |
| LIST CITY COUNCIL GOALS (S): | | | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregory Rose | MEETING DATE: | February 28, 2022 |

February 28, 2022

ADDITIONAL INFORMATION ON CITY COUNCIL AGENDA ITEM UN20220228-01

SUBJECT/TITLE: REMOVAL OF A PARK COMMISSION MEMBER

EXPLANATION: (continued)

Member James Crowe served as City Forester from April 17, 2000 until his retirement on April 30, 2019. On July 12, 2021, the City Council appointed him to fill a vacancy in an unexpired term ending January 21, 2023.

On November 19, 2021, it was reported to the City Manager that at approximately 8:25 a.m. that day, Mr. Crowe approached the Parks Department Deputy Director in the parking lot of the Centennial Commons recreational facility at 7210 Olive in University City, and without provocation, yelled and used profanity at the Deputy Director, threatened to "get" the Deputy Director and the Parks Director at the next Park Commission meeting, and poked the Deputy Director in the chest with a finger approximately five times, apparently because Mr. Crowe was upset about a trail being recently added to Heman Park without consulting the Park Commission.

The University City Police Department responded to 7210 Olive at approximately 8:38 a.m. that day, spoke with the Deputy Director, and conducted an investigation. When contacted by the Police Department by telephone that day, Mr. Crowe stated he approached the Deputy Director and asked, "Who's the idiot behind this?" because he knew the City Forester would not have approved the new trail, and he then walked away after exchanging words with the Deputy Director. The Police Department also interviewed a Parks Department maintenance employee who stated he witnessed the incident and heard the yelling but was unsure how many times Mr. Crowe touched the Deputy Director. The Deputy Director declined to prosecute.

The Parks Director prepared a Memorandum, dated December 3, 2021, on the incident, including the report from the Deputy Director and the Police Department Occurrence Report, containing additional details.


Mr. Crowe provided a letter dated December 26, 2021 on the incident, admitting he approached the Deputy Director on November 19, 2021 and was "very upset" at three trees he believed were harmed by construction of the trail, but denying he called the Deputy Director names or touched him.

The City Manager reviewed and considered the allegations and evidence and recommends that the City Council remove James Crowe from the Park Commission for misconduct. Mr. Crowe has been notified of the recommendation and has been advised that he may present any information to the City Council before the February 28, 2022 meeting at 6:30 p.m. or in person at the meeting.



MEMORANDUM

TO: Mr. Gregory Rose, City Manager

FROM: Darren Dunkle, Director of Parks, Recreation & Forestry 

DATE: December 3, 2021

SUBJECT: Centennial Commons Incident

I am following up on the incident that took place at Centennial Commons on Friday, November 19, 2021, between Mr. James Crowe (Parks Commission Member) and Mr. Todd Strubhart (Deputy Director – Parks Maintenance). The altercation took place as Mr. Strubhart was leaving Centennial Commons when he was aggressively approached by Mr. Crowe in an upset manner and began to verbally abuse Mr. Strubhart by yelling and cursing at him over and over.

During Mr. Crowe's rant of yelling and cursing, he asked Mr. Strubhart why did he put a trail between two trees within Heman Park without consulting with the Parks Commission. Mr. Crowe then stated that he would get Mr. Strubhart as well as myself at the next Parks Commission meeting. Mr. Strubhart asked Mr. Crowe if that was a threat, and then Mr. Crowe continued to curse at him and then proceeded to physically abuse Mr. Strubhart by continuously poking his finger into Mr. Strubhart's chest. Mr. Strubhart then told Mr. Crowe not to touch him again and he complied by stepping away and then Mr. Strubhart turned and walked away as so did Mr. Crowe.

The account of the incident was witnessed by Mr. Brian Strautmann, a Parks Maintenance employee, who has stated to me that although he did not hear all of the exchange between Mr. Crowe and Mr. Strubhart, he did witness enough to determine that the actions of Mr. Crowe were inappropriate and very unprofessional and that no one should ever be addressed in that manner, and that it was very uncalled for.

In reviewing Mr. Strubhart's statement, the Police Report, as well as Mr. Strautmann's statement, it is very clear to me that Mr. Crowe acted in an aggressive manner and that his behavior was not only unacceptable for a resident but should be viewed as misconduct as a member of the Parks Commission.

If you have any questions, or need additional information, please let me know.



NOTE TO FILE

| | | |
|--|--|--|
| Department: Parks, Recreation and Forestry Department | | Date of Incident: 11/19/2021 |
| Location: Centennial Commons | | Time of Incident: 8:25am |
| Name: James Crowe | Relationship: Present Park Commissioner | Subject: Verbal/Physical Harassment |

Verbal and Physical harassment by James Crowe 8:25am November 19, 2021.

On November 19, 2021, I was leaving Centennial Commons with Brian Strautmann. We were both walking back our vehicles when former employee and now sitting Park Commission person James Crowe came up to me in a very angry agitated mannerism. James was upset that a new trail was placed in between two trees. Behind the pool area.

James Crowe started to abuse/harass me verbally and physically he was yelling and cursing at me stating I was a dumb mother fucker over and over. He said why would I put a trail between two trees that were over 100 years old. I said you can address Darren with that question, as I have only been on the job for two months in University City. I stated this happened prior to me coming to this position. He then stated you are a dumb mother fucker; you are a dumb mother fucker (twice) . I said James I nothing to do with the trail.

He then proceeds to continue to curse at me calling me a dumb mother fucker, and then proceeds to poke his finger into my left shoulder five time. I said you better stop. He stopped! I stated let's talk about the issue because I want to get a full understanding what is going on. He yelled you are a dumb mother fucker, I will get you at the next parks commissions meeting, I said what do you mean by get me, is that a threat? I said if you have an issue with the new trail, why did you not address it at the parks commission meetings? He said you're a dumb mother fucker, I will get you at the next parks commission meeting and tell Darren Dumb Fuck Dunkle I will get him also. I turned and walked away because there was no reasoning with a person who was so out of control and not in their right mind.

In the world we live in today, the actions and of an individual says a lot about one's character. I will not, and cannot sit ideally by as a former employee, and current parks commission member verbally, and physically abuses/harasses me as I am trying to do my job.

I reached out to Mr. Dunkle to advise him of what had taken place, the police were then called, and I filed and report with them (report #21.26971 Police Officer Mosley Badge # 537). The police asked if I wanted to press charges, I said not at this moment, I needed time to think about this, as I was a little shaken up by James Crowes actions and lack of respect. To say the least, I was still in shock from his actions.

Witnesses to the incident of his verbal, and physical assault were Brian Straatmann and Jesse from U City in Bloom

The police spoke with Jesse from U City in Bloom. Brain was not questioned but mentioned he did not want to get caught in the middle of this issue. I mentioned to Brian you should give a report because you said what James did was wrong. I think it is only right that Jesse and Brian tell their side of the incident as one always says, there is three sides to every incident.

| | | |
|------------------------------------|-----------------------------------|--------------------------------|
| Name: Todd Strubhart | Deputy Director of Parks Services | Date: 11/19/2021 |
|------------------------------------|-----------------------------------|--------------------------------|

Occurrence Report

Date/Time Reported: 2021-Nov-19 08:38 Reporting Officer: Joshua Mosley Patrolman 537 Bureau of Field
Date/Time Committed: 2021-Nov-19 08:38
Complaint Type: 2801 - General Disturbance
Incident Type: 1810-Disturbance
Location: 7210 Olive Blvd
University City, MO
63130
Centennial Commons Rec Center

Reporting Officer: Joshua Mosley Patrolman 537 Bureau of Field Operations (BFO) Occ# 21-26971

Persons/Companies

Crowe, James (DOB: 195[redacted]) : Suspect
Address: [redacted]
Cell Phone: [redacted]
Sex: M, Race: W

Reporting Officer: Joshua Mosley Patrolman 537 BUREAU FIELD OF OPERATIONS (BFO) Occ# 21-26971

Stratman, Brian (DOB: 198[redacted]) : Witness, Information
Address: [redacted]
Cell Phone: [redacted]
Sex: M, Race: W

Reporting Officer: Joshua Mosley Patrolman 537 BUREAU FIELD OF OPERATIONS (BFO) Occ# 21-26971

Strubhart, Todd A (DOB: 196[redacted]) : Reporting Person, Victim
Address: [redacted]
Business: [redacted]
Sex: M, Race: W

Reporting Officer: Joshua Mosley Patrolman 537 BUREAU FIELD OF OPERATIONS (BFO) Occ# 21-26971

Initial Narrative:

Disturbance
Report Written By P.O. Mosley, DSN 537

2021 Nov-19

On 11/19/2021, at 0838 hours, P.O. Carney, 358, and I responded to 7210 Olive Boulevard (Centennial Commons), in reference to a disturbance.

Communications advised the caller stated the subjects were in the vicinity yelling loudly at one another.

Upon my arrival, I made contact with reporting party, Todd Strubhart, in the parking lot of Centennial Commons. Strubhart stated the former University City Forester, James Crowe, and himself had a heated conversation. Strubhart stated when he walked out of Centennial Commons, he noticed Crowe was exercising in the parking lot area. Strubhart stated as he was walking, Crowe approached him in an upset manner. Strubhart stated Crowe began to yell and curse at him about a trail that was recently added to Heman Park. Strubhart stated Crowe was angry because the trail was placed in between to old trees, without consulting with the Parks Commission. Strubhart stated as Crowe yelled at him, he also pressed his chest with his index finger, approximately five times. Strubhart stated he told Crowe not to touch him again and he complied. Strubhart stated Crowe then began to step away and that concluded their dispute.

I spoke to witness, Brian Stratman, and he stated he saw the entire incident. Stratman stated he was

walking with Strubhart when Crowe approached them. Stratman stated he did not think much of them talking until Crowe started to yell at Strubhart. Stratman stated he watched Crowe and Strubhart go back forth arguing about the trail, but was unsure how many times Crowe touched Strubhart. Stratman stated after Crowe was done yelling, he backed away and went inside Centennial Commons.

I also spoke to Crowe, via telephone, and he stated he was in the middle of working out when he saw Strubhart leaving Centennial Commons. Crowe stated he approached Strubhart and told him he just noticed the new trail on his morning run. Crowe stated he asked Strubhart, "Who's the idiot behind this?" and that he knew the University City Forester would not have approved of it. Crowe stated he may have been irate when he spoke to Strubhart, but he knew he was not responsible for it. Crowe stated after he exchanged words with Strubhart he walked away and finished his workout. Crowe stated he was unaware of law enforcement being contacted, due to it only being a verbal confrontation.

I asked Strubhart if he would like to sign a complaint against Crowe for **Common Assault**, but he refused. Strubhart stated he just wanted the incident documented and signed a Non-Prosecution Affidavit, in reference to this incident. (See attachment)

Any further information will be added to a supplement report.

Reporting Officer: Joshua Mosley Patrolman 537 BUREAU FIELD OF OPERATIONS (BFO) Occ# 21-26971

| | | | |
|--------------------------|---------|-----------------------|-----------------------|
| Submitted by Officer/DSN | Date | Supervisor's Initials | Reviewing Officer/DSN |
| Joshua Mosley 537 | 11/9/21 | SB 459 | |



UNIVERSITY CITY POLICE DEPARTMENT
6801 Delmar Boulevard, University City, Missouri 63130, 314-725-2211

NON - PROSECUTION AFFIDAVIT

REPORT NUMBER: 21-26971

As the prosecuting witness in the captioned case, I hereby attest that I am no longer desirous of

prosecuting one, TODD A. STRUBHART

on the charge(s) of: COMMON ASSAULT

I further attest to the fact that I have in no way been threatened, intimidated or coerced into dropping said charge(s).

SIGNED: [Signature]

DATE: 11/19/21

WITNESS: P.O. MOSLEY, 537

DATE: 11/19/2021

Mr. Smotherson,

December 26, 2021

This letter will serve as my response to the allegations made against me by Todd Strubhart. On the date in question, I observed during the paving of the Heman Park service road a new adjunct path was constructed. This new path was built over the root zones of three 100-year-old trees. This path construction will have an impact on the health of those trees and will lead to their ultimate death. Having served as the former city forester for University City I was very upset at the wanton destruction of city resources. I saw Mr. Strubhart leaving Centennial Commons and I approached him. At no time did I call Mr. Strubhart names, nor did I touch him, I did ask three questions of him. "Who had authorized the adjunct path. Who would plan a path over the root zones of 100-year-old trees, and was the city forester consulted before the path was constructed?" When he failed to answer those questions, I walked away.

Evidently Mr. Strubhart made a police report concerning the incident. I was told he then decided not to press charges against me. I wish he had then the burden of proof would be on Mr. Strubhart. Mr. Strubhart cannot produce one witness to corroborate his version of events. Even though there is a camera outside of Centennial Commons he cannot produce any film that will verify his version of events. This is basically his word against mine. I believe he would have had no basis to press charges against me. I believe this whole debacle has been orchestrated by his boss Darren Dunkle to have me ousted from the Parks Commission. The reason being I am a dissenting voice to his actions on the commission. Also, to deflect attention from his destruction of city property in the form of those three trees. Had this occurred by a private individual they would be liable for the value of those trees conservatively at between 5000 and 10,000 dollars. He furthermore violated the city tree ordinance by not consulting with the city forester or the Urban Forestry Commission.

I did not seek the appointment to the Parks Commission, but I was approached by current and former employees to join due to their displeasure with Mr. Dunkle's management of the department. Residents have told me that he does not respond to phone calls or emails. The grass is not cut on a regular basis in many of the satellite parks. All the fountains in the parks have not functioned throughout the summer. The golf course spent the summer without a golf pro. There are numerous positions unfilled in the park maintenance and recreation divisions even though they have been budgeted for. The budget calls for Centennial Commons to be open seven days a week yet it is only open five and half. With all these budget items not being spent where is the money going too? These are but a few of the questionable actions by Mr. Dunkle. I would suggest Mr. Smotherson you question the current employees off the record about their experiences. I know several of them will not come forward due to their fear of reprisals by Mr. Dunkle.

I have no intention of resigning my position on the Commission and I will not participate in a hearing, this letter will serve as my testimony,

Respectfully,

James Crowe

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



| | |
|--------------------------------------|---------------|
| NUMBER: <i>For City Clerk Use</i> | CM20220228-02 |
|--------------------------------------|---------------|

| | | | |
|---|---------------------------------------|---|-------------------|
| SUBJECT/TITLE: Emergency Approval of alley cave-in repair between 6500 blocks of Crest Ave and Etzel Ave. | | | |
| REQUESTED BY: Sinan Alpaslan | | DEPARTMENT / WARD Public Works / Ward 3 | |
| AGENDA SECTION: | City Manager's Report | CAN ITEM BE RESCHEDULED? | no |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Approval for Emergency Repair of alley pavement and sewer laterals 6507 Crest Ave. and 6506 Etzel Ave. | | | |
| FISCAL IMPACT: Project is an emergency repair and was not budgeted. Staff has reviewed the quote proposed for the work and finds it reasonable for this response. | | | |
| AMOUNT: | \$55,567.00 | ACCOUNT No.: | 12-40-90_8080 |
| FROM FUND: | 12-Capital Improvement Sales Tax Fund | TO FUND: | |
| EXPLANATION: Alley cave-in is a result of sewer lateral defects at the wye connection to MSD main. Costs include lateral repair, shoring excavation, removal of concrete debris in cave-in hole, and replacing the concrete alley slab. | | | |
| STAFF COMMENTS AND BACKGROUND INFORMATION: An emergency repair is requested due to the public safety hazard resulting from the cave-in and adverse impact on the neighborhood due to the alley closure. The depth of the cave-in is 12 feet and requires substantial shoring to allow for debris removal and crews to repair the sewer laterals. Recommend one company be awarded repair contract to expedite the repairs, eliminate shoring liability issues, and reopen the alley to local traffic. The proposed contractor J.H. Berra is also an approved MSD contractor should there be damage to the MSD main. | | | |
| CIP No. | NA | | |
| RELATED ITEMS / ATTACHMENTS: J.H. Berra proposal | | | |
| LIST CITY COUNCIL GOALS (S): Eliminate Public Safety Hazard and reopen alley for local traffic and services. | | | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregory Rose | MEETING DATE: | February 28, 2022 |



City of University City

February 22, 2022

6801 Delmar Boulevard

University City, MO 63130

6507 and 6506 Etzel Road – Emergency Sewer Lateral Repair

The following proposal is for the repair of two lateral collapses at the address of 6507 and 6506 Etzel to serve City of University City, MO.

| | | | |
|---|----------|---|--------------------|
| 1 | Lump Sum | Mobilization | \$5,000.00 |
| 1 | Lump Sum | Haul-Off Excess Material | \$6,500.00 |
| 1 | Lump Sum | Dump Fees | \$1,000.00 |
| 1 | Lump Sum | Break & Remove Concrete Pavement (Alley) | \$4,000.00 |
| 1 | Lump Sum | Excavation / Shoring for Repair | \$20,467.00 |
| 1 | Lump Sum | Furnish & Install Compacted Granular Backfill | \$6,200.00 |
| 1 | Lump Sum | Two Lateral Repairs including PVC Materials | \$1,500.00 |
| 1 | Lump Sum | Pour Back Alley 8" Concrete (25' L x 15' W) | \$5,900.00 |
| 1 | Lump Sum | Site Clean-up and De-Mobilization | \$5,000.00 |
| | | Lump Sum | \$55,567.00 |

Assumptions:

Lateral Repairs are < 14' of 6" PVC Pipe

Excavation 15' x 15' x 12' Deep

MSD Sewer does not need repair.

No permits required.

Sincerely,

J.H. Berra Construction Co., Inc.

Kevin Bielicki



**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**

| | |
|--------------------------------------|---------------|
| NUMBER: <i>For City Clerk Use</i> | CM20220228-03 |
|--------------------------------------|---------------|

| | | | |
|---|-----------------------|---|-----|
| SUBJECT/TITLE: CUP 22-02 Application for a Conditional Use Permit at 8351 Olive Boulevard. The proposed use is for a warehouse that would exceed 50% of the total gross floor area of the premises. | | | |
| REQUESTED BY: Brooke A. Smith | | DEPARTMENT / WARD Community Development/Ward 3 | |
| AGENDA SECTION: | City Manager's Report | CAN ITEM BE RESCHEDULED? | Yes |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: The City Manager recommends approval of this request subject to the following condition: The storage areas of the building shall be subject to annual and random inspections by the Department of Community Development. | | | |
| FISCAL IMPACT: N/A | | | |
| AMOUNT: | | ACCOUNT No.: | |
| FROM FUND: | | TO FUND: | |
| EXPLANATION: N/A | | | |

| |
|---|
| STAFF COMMENTS AND BACKGROUND INFORMATION: Staff is of the opinion that the proposed use of this building for a warehouse that would exceed 50% of the total gross floor area of the premises would not be detrimental to the surrounding area and recommends approval of the request, subject to the following condition: 1. The storage areas of the building shall be subject to annual and random inspections by the Department of Community Development. |
|---|

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: Attached are the Staff Report from the January 26, 2022 Plan Commission meeting - amended to include for the City Council the Commission's recommendation and comments from the Applicant regarding the materials that are being stored on site, as well as Plan Commission Transmittal Letter and the application for the Conditional Use Permit. | |

| | | | |
|--|----------------------------|---------------|-------------------|
| LIST CITY COUNCIL GOALS (S): | | | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregroy Rose | MEETING DATE: | February 28, 2022 |



Department of Planning and Development

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

January 26, 2022

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

RE: Application for Conditional Use Permit CUP 22-02 – The proposed use is for a warehouse that would exceed 50% of the total gross floor area of the premises.

Dear Ms. Reese,

At a regularly scheduled meeting, on January 26, 2022, at 6:30 p.m. via video conference, the Plan Commission considered the above-referenced application by Andrew Waddell for a Conditional Use Permit to use the building at 8351 Olive Boulevard as a warehouse that would exceed 50% of the total gross floor area of the premises.

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

1. The storage areas of the building shall be subject to annual and random inspections by the Department of Community Development.

Sincerely,

A handwritten signature in blue ink, appearing to read "Margaret Holly".

Margaret Holly, Chairperson
University City Plan Commission



STAFF REPORT

CITY COUNCIL

MEETING DATE: February 14, 2022
FILE NUMBER: CUP 22-02
COUNCIL DISTRICT: 3
Location: 8351 Olive Boulevard
Applicant: Andrew Waddell
Property Owner: Capri Launderers & Cleaners, Inc.
Request: Conditional Use Permit (C.U.P.) The proposed use is for a warehouse that would exceed 50% of the total gross floor area of the premises.

COMPREHENSIVE PLAN CONFORMANCE
 Yes No No reference

STAFF RECOMMENDATION

Approval Approval with Conditions Denial

Attachments:
A. Application for Conditional Use Permit

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

Surrounding Zoning and Current Land Use:

North: GC SR – Single-family Residential
East: GC General Commercial
South: GC General Commercial (*South side of Olive Boulevard*)
West: GC General Commercial

Existing Property

The existing property at 8351 Olive Boulevard is a 0.12-acre lot that contains a commercial building approximately 3,800 square-feet in size that was built in 1959. The property is zoned General Commercial and is surrounded to the east and the west along Olive Boulevard by lots that are also zoned General Commercial. Lots directly across Olive are also zoned GC. The properties behind this lot, to the north, are zoned “SR” Single-family Residential.

Parcel Location and Surrounding Zoning



Applicant's Request

Mr. Waddell has submitted a letter with his C.U.P. Application. The property was the location of a dry-cleaning business for several years. His decision to close the business was due to economic hardship. He would like to use this location – 8351 Olive – to store supplies and equipment for another dry-cleaning business in University City.

Analysis

A Conditional Use Permit in this instance is required per the General Commercial District regulations, section §400.510 – Conditional Uses A(27):

27. Warehouses associated with retail businesses, where the warehouse portion exceeds fifty percent (50%) of the total gross floor area;

The Fire Department has been and will continue to be involved in the inspections and permitting process for this and all Commercial Occupancy Permits. The building was recently inspected by Fire Marshall Fred Kramer. He found the following items that need to be fixed before a permit will be issued:

1. Cover electrical boxes that have exposed wires
2. Clear tires from aisles
3. Repair or install exit lights and emergency lighting
4. Remove wires in conduit hung from gas line in boiler room
5. Fire extinguishers update
6. Clear debris on outside of bldg. blocking rear door.

Mr. Waddell has agreed to take care of these items prior to issuance of the permit.

Plan Commission Meeting

At the Plan Commission meeting on January 26, 2022, the Applicant indicated that:

1. Nothing flammable is being stored at this location.
2. He owns another store in University City near the intersection of Olive Boulevard and North and South Road.
3. Since the dry-cleaning business at this location closed due to a lack of business during the Pandemic, he has used this location as storage.

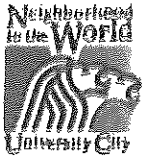
The Plan Commission voted unanimously to approve the Conditional Use Permit for 8351 Olive Boulevard.

Staff Recommendation

Staff is of the opinion that the proposed use of this building for a warehouse that would exceed 50% of the total gross floor area of the premises would not be detrimental to the surrounding area.

Staff is recommending approval of the request, subject to the following condition:

1. The storage areas of the building shall be subject to annual and random inspections by the Department of Community Development.



Department of Community Development

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

Received DEC 10 2021

Department of Community Development
City of University City
6801 Delmar Blvd. 63130

APPLICATION FOR CONDITIONAL USE PERMIT
Under Article 11 of the Zoning Code of University City, Missouri

- 1. Address/Location of Site/Building: 8351 olive
- 2. Zoning District (check one):
 SR LR MR HR HRO OC LC CC IC PA PD
- 3. Applicant's Name, Corporate or DBA Name, Address and Daytime Telephone:
- Andrew Waddell 8351 olive LLC
8351 olive U-city 63130 314-369-9090
- 4. Applicant's Interest in the Property: Owner Owner Under Contract Tenant*
 Tenant Under Contract* Other* (explain):

* Please Note: Zoning Code Section 400.2680 requires that the application may only come from one (1) or more of the owners of record or owners under contract of a lot of record (or zoning lot), or their authorized representative. If you are applying as a tenant, tenant under contract or other, you must attach a letter from the owner stating you are an authorized representative of them and they give you permission to file this application for Conditional Use on their behalf.

- 5. Owner's Name, Corporate or DBA Name, Address and Daytime Telephone, if other than Applicant:

6. Please state, as fully as possible, how each of the following standards are met or will be met by the proposed development or use for which this application is being made. Attach any additional information to this application form.

a) Complies with all applicable provisions of the University City Zoning Code (e.g. required yards and setbacks, screening and buffering, signs, etc.).

See Attached

b) At the specific location will contribute to and promote the community welfare or convenience.

See Attached

3800 ft²
waddellkmurphy@yahoo.com

e) Will not cause substantial injury to the value of neighboring property.

See Attached
- will be occupied + Not Vacant

d) Is consistent with the Comprehensive Plan, neighborhood development plan (if applicable), and any other official planning and development policies of the City.

Yes

e) Will provide off-street parking and loading areas in accordance with the standards contained in Article 7 of the University City Zoning Code

only used for storage

**** Please Note:** You should also submit twelve (12) copies of a memo detailing the following information:
1) Description of the proposed Conditional Use, in narrative form. Please include historical information about the applicant, the company and/or the organization. Explain why this particular site was chosen for the proposal, state the number of employees that will be working at the site, state the hours of operation, explain other features unique to the proposed use and submit any other information that will help the Plan Commission and City Council in their decisions. 2) Estimated impact of the conditional use on the surrounding properties and adjacent streets, including, but not limited to, average daily and peak hour traffic generation, existing traffic volumes of adjacent streets, if available, use of outdoor intercoms, and any other operational characteristics of the proposed use that may have impacts on other adjacent or nearby properties. 3) Legal description of the property(s) proposed for the Conditional Use Permit, when the proposed use involves a substantial addition or new construction.

A Public Hearing before the Plan Commission is required by Ordinance. Notice of such Public Hearing must be published in a newspaper of general circulation at least fifteen (15) days in advance. Upon receipt of a Plan Commission Recommendation, the City Council must consider this application and supporting information before a Use Permit may be granted. A fee of \$250 must accompany this application.

12-1-21
Date

Julia Weller owner
Applicant's Signature and Title

N/A
Representing (if applicable)

FOR OFFICE USE ONLY

Application First Received _____
Application Fee in the Amount of \$ _____ Receipt # _____
Application returned for corrections, additional data _____
Final complete application received _____
File # _____ created _____

12/1/21

Department of Community Development
6801 Delmar Blvd
University City, MO 63130

To Whom it May Concern:

Prior to Covid, the property at 8351 Olive Blvd, University City, MO 63132 was a licensed dry cleaning operation for the past 50 years. The decision to close that operation was due to economic hardship. As the owner of Erlich's West Laundry and Cleaning, formerly located at that address, my intent with this conditional use application is to use 8351 Olive Blvd as a warehouse that will exceed 50% of the total gross floor area to store supplies and equipment (no hazardous materials) for another dry cleaning business I own in University City. As such, there will be no employees, traffic, sales, signage, outdoor intercoms, or hours. As the sole keyholder, I (the owner) will be the only person accessing the property. There will be no impact on surrounding properties or streets.

Thank you for your consideration.

Sincerely,

Andrew Waddell
Cell: 314-369-9090



**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**

| | |
|--------------------------------------|---------------|
| NUMBER: <i>For City Clerk Use</i> | UB20220228-01 |
|--------------------------------------|---------------|

| | | | |
|--|---------------------------------|--|---------------|
| SUBJECT/TITLE: Stop Signs on Golf Course Dr. at Alanson Dr. | | | |
| REQUESTED BY: Sinan Alpaslan | | DEPARTMENT / WARD Public Works/Ward 1 | |
| AGENDA SECTION: | Unfinished Business - Bill 9452 | CAN ITEM BE RESCHEDULED? | Yes |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Approve Bill (see attachment for draft) for installing Stop signs (2 ea.) on Golf Course Dr. at Alanson Dr. intersection with "Cross Traffic Does Not Stop" supplemental plaques. | | | |
| FISCAL IMPACT: The expenditure is within budgeted annual Sign Supplies expenditure | | | |
| AMOUNT: | \$250 | ACCOUNT No.: | 01-40-32-7810 |
| FROM FUND: | General Revenue Fund | TO FUND: | |
| EXPLANATION: The Traffic Commission, at their January 12, 2022 meeting, moved to approve the staff recommendation to install Stop signs on Golf Course Dr. at Alanson Dr. (see attached Commission meeting Staff Report) with supplemental "Cross Traffic Does Not Stop" plaques. | | | |

| |
|---|
| STAFF COMMENTS AND BACKGROUND INFORMATION: A traffic request was received to alert the department to an unsafe condition at the referenced location with respect to the intersection traffic control. After review and consultation with the Police department, staff recommended swapping the existing Yield signage with Stop signage. Staff additionally recommended supplemental plaques to alert motorists on Golf Course Dr. to the traffic on Alanson Dr. |
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|--|-----|
| CIP No. | N/A |
| RELATED ITEMS / ATTACHMENTS: 1) Draft Bill 2) Staff Report to Traffic Commission on item | |

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| LIST CITY COUNCIL GOALS (S): Maintain safe traffic flow with traffic controls meeting regulatory warrants. |
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|-------------------------|----------------------------|---------------|-----------|
| RESPECTFULLY SUBMITTED: | Gregory Rose, City Manager | MEETING DATE: | 2/28/2022 |
|-------------------------|----------------------------|---------------|-----------|

INTRODUCED BY:

DATE:

BILL NO:

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE VII OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN.

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

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

Section 2. Schedule VII Stop Intersections, Table VII-A Stop Intersections” of the Traffic Code is hereby amended to add the following line item:

| Stop Street | Cross Street | Stops |
|--------------------|---------------------|--------------|
| Golf Course Drive | Alanson Drive | (Blank) |

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

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

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

PASSED THIS _____ day of _____ 2022

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

STAFF REPORT

MEETING DATE: January 12, 2022
Requestor : Area Resident
Request: Updated Traffic Control Configuration at Golf Course-Alanson inters.
Attachments: None

Existing Conditions:



Golf Course Dr. – Alanson Dr. intersection

Request:

To review and update the traffic control configuration at the Alanson Dr.-Golf Course Dr. intersection. Consider Stop sign(s).

Conclusion/Recommendation:

This intersection is slightly skewed and sightlines are additionally impeded by grade at its northeast quadrant. That's the location where the current Yield signage also displays a plaque that reads "cross traffic does not stop". The current configuration with 2 Yield signs and a plaque referencing a stop condition is not compliant with the Manual on Uniform Traffic Control Devices (MUTCD) and it can be confusing to motorists.

The Police Department has reviewed the request and listed 6 documented accidents on Alanson and Golf Course; however, only two of the reported incidents were documented at

the intersection of these two streets. The most recent incident was on 12/27/2021, and the one before that was in 2016.

This intersection meets the Yield or Stop sign warrants per MUTCD in which it is an intersection of two minor streets where the intersection has more than three approaches and the ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary.

Per the above condition meeting the warrant, the usage of a Yield sign would still be compliant with MUTCD; however, staff recommends the usage of Stop sign instead to allow for a better ability of observation from Golf Course Dr. of the conflicting traffic on Alanson Dr. This is especially true for the northeast quadrant of the intersection where the sightlines are limited. The reciprocal side of the intersection on Golf Course Dr. would then also get a Stop sign. Plaques on both signage indicating “cross traffic does not stop” could also help with awareness at the intersection.

An additional possible step is to notify the area residents of this change and obtain any input as applicable. The proposed Stop signage is not necessarily detrimental to curbside parking but in its immediate area, there may be additional requirements for no parking, if deemed necessary so some input from the area residents may shine some light onto how they would view this change.



**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**

| | |
|--------------------------------------|----------------------|
| NUMBER: <i>For City Clerk Use</i> | UB20220228-02 |
|--------------------------------------|----------------------|

| | | | |
|--|---------------------------------|--|-----|
| SUBJECT/TITLE: SUB 22-01 Application for a Major Subdivision/Lot Consolidation for the six (6) lots associated with 7579 Olive Boulevard, site of the future Quick Trip store. | | | |
| REQUESTED BY: Brooke A. Smith | | DEPARTMENT / WARD Community Development/Ward 3 | |
| AGENDA SECTION: | Unfinished Business - Bill 9453 | CAN ITEM BE RESCHEDULED? | Yes |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: | | | |
| FISCAL IMPACT: N/A | | | |
| AMOUNT: | | ACCOUNT No.: | |
| FROM FUND: | | TO FUND: | |
| EXPLANATION: N/A | | | |

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|---|
| STAFF COMMENTS AND BACKGROUND INFORMATION: Staff has determined that the Final Plat meets all requirements of Sections 405.380 and 405.390 of the Subdivision and Land Development Regulations. |
|---|

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: Attached are the Plan Commission Transmittal Letter, Staff Report from the January 26, 2022 Plan Commission meeting - amended to include for the City Council the Plan Commission's recommendation, and a Draft Ordinance and Plat. | |

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|-------------------------------------|
| LIST CITY COUNCIL GOALS (S): |
| |

| | | | |
|--------------------------------|----------------------------|----------------------|-------------------|
| RESPECTFULLY SUBMITTED: | City Manager, Gregroy Rose | MEETING DATE: | February 28, 2022 |
|--------------------------------|----------------------------|----------------------|-------------------|



Plan Commission

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

January 26, 2022

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

RE: Major Subdivision – Lot Consolidation (SUB-01)

Dear Ms. Reese,

At a regularly scheduled meeting on January 26, 2022, at 6:30 p.m. via videoconference, the Plan Commission considered the application of Quick Trip Corporation for Final Plat Approval of a proposed major subdivision to consolidate the six lots associated with 7579 Olive Boulevard, site of the future Quick Trip store.

By a vote of 6 to 0, the Plan Commission recommended approval of said major subdivision.

Sincerely,

A handwritten signature in blue ink, appearing to read "Margaret Holly".

Margaret Holly, Chairperson
University City Plan Commission



Department of Community Development

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

STAFF REPORT

CITY COUNCIL

MEETING DATE: February 14, 2022

FILE NUMBER: SUB 22-01

COUNCIL DISTRICT: 3

Location: 7579 Olive Boulevard

Applicant: Quick Trip Corporation

Request: Major Subdivision – Lot Consolidation

Existing Zoning: GC – General Commercial

Existing Land Use: Vacant

Proposed Zoning: No change – “GC” District

Proposed Land Use: No change – Commercial

Surrounding Zoning and Current Land Use:

North: GC – General Commercial / SR – Single-Family Residential

East: GC – General Commercial

South: GC – General Commercial / Office

West: GC – General Commercial

COMPREHENSIVE PLAN CONFORMANCE

Yes No No reference

STAFF RECOMMENDATION

Approval Approval with Conditions Denial

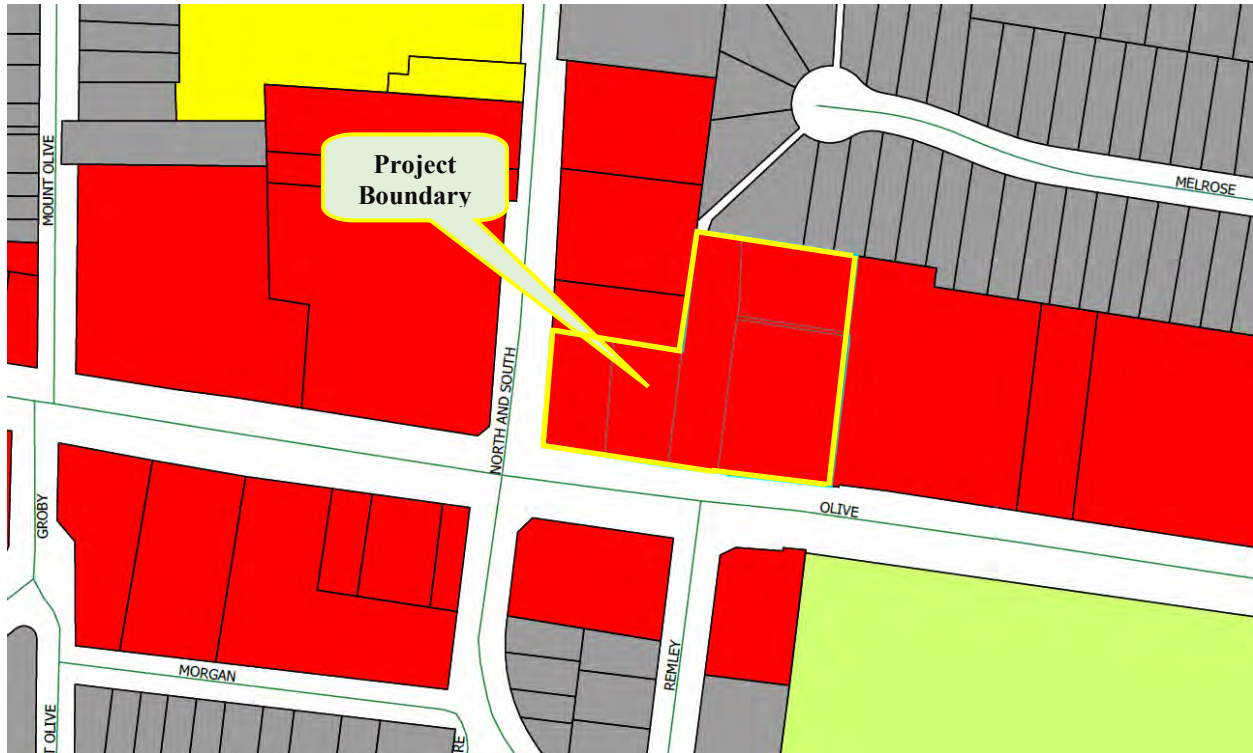
ATTACHMENTS

A. Record Plat and Legal Descriptions

Existing Property and Applicant Request

The subject property is 2.02 acres in size and is currently vacant. There are six (6) parcels that are proposed to be consolidated into a single lot to accommodate the Quick Trip store, as outlined yellow in the figure on the next page.

The Plan Commission approved a Conditional Use Permit for the Quick Trip on August 26, 2021. The City Council subsequently approved the C.U.P on September 13, 2021.



Staff Review

Staff reviewed this as part of the “Major Subdivision” process identified in Section 405.165 of the Subdivision regulations. The submitted application is consistent with the provisions of a “Minor Subdivision” with the exception that the total area of the tract is greater than two (2) acres in size.

Analysis

Staff has determined that the Plat meets all requirements of 405.380 and 405.390 of the Subdivision and Land Development Regulations.

Plan Commission Meeting

At the Plan Commission meeting on January 26, 2022, *the Plan Commission voted unanimously to approve Major Subdivision – Lot Consolidation for the six (6) lots associated with 7579 Olive Boulevard, site of the future Quick Trip store.*

Conclusion/Recommendation

The proposal meets the intent of all Zoning Code and Subdivision Regulation requirements for a Final Plat. Thus, staff recommends approval of the proposed Major Subdivision.

BILL NO. 9453

ORDINANCE NO.

**AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION
OF A TRACT OF LAND TO BE KNOWN AS “7579 OLIVE BOULEVARD”**

WHEREAS, an application was submitted by Quick Trip Corporation on November 17, 2021, for the approval of a final subdivision plat of a tract of land to be known as 7579 Olive Boulevard; and

WHEREAS, at its meeting on January 26, 2022, the City Plan Commission reviewed the final plat for the major subdivision and determined that the final plat is in substantial compliance with the requirements of the University City Municipal Code and recommended to the City Council approval of the final plat; and

WHEREAS, the final plat for the major subdivision application, including all required documents submitted therewith, is before the City Council for its consideration.

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

Section 1. Attached, marked “Exhibit A”, and made a part hereof is a final subdivision plat of a tract of land to be known as “7579 Olive Boulevard”: Part of Lots 14 & 15, Mount Olive, Located in Section 3, Township 45 North, Range 6 East, St. Louis County, Missouri.

Section 2. It is hereby found and determined that the final plat for the major subdivision is in full compliance with the University City Municipal Code, including Sections 405.380 and 405.390. Accordingly, the final plat for the major subdivision marked “Exhibit A” is hereby approved.

Section 3. The City Clerk is hereby directed to endorse upon the final plat for the major subdivision the approval of the City Council under the hand of the City Clerk and the seal of University City.

Section 4. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED and ADOPTED this _____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

Exhibit A



Exhibit A



**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**

| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | NB20220228-01 |
|---|----------------------|

| | | | |
|---|--------------------------|--|-----|
| SUBJECT/TITLE: REZ 22-02 A Zoning Map Amendment from GC – General Commercial District to HR – High Density Residential District for 1004 Pennsylvania Avenue. | | | |
| REQUESTED BY: Brooke A. Smith | | DEPARTMENT / WARD Community Development/Ward 2 | |
| AGENDA SECTION: | New Business - Bill 9454 | CAN ITEM BE RESCHEDULED? | Yes |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: | | | |
| FISCAL IMPACT: N/A | | | |
| AMOUNT: | | ACCOUNT No.: | |
| FROM FUND: | | TO FUND: | |
| EXPLANATION: N/A | | | |

| |
|--|
| STAFF COMMENTS AND BACKGROUND INFORMATION: Staff recommends approval of the proposed Map Amendment with the following conditions: <ol style="list-style-type: none"> 1. The redevelopment of the site shall meet the parking requirements for the number of units proposed; 2. Additional parking spaces shall be constructed using permeable materials. 3. A Landscape Plan shall be submitted for review and approval with the Site Plan |
|--|

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: <ol style="list-style-type: none"> 1. Bill 9454 2. Attached are the Staff Report from the January 26, 2022 Plan Commission meeting - amended to include for the City Council the Commission's recommendation. | |

| | |
|-------------------------------------|----------------------------|
| LIST CITY COUNCIL GOALS (S): | |
| | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregroy Rose |
| MEETING DATE: | February 28, 2022 |

INTRODUCED BY: _____

DATE: _____

BILL NO.

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 400.070 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE OFFICIAL ZONING MAP, AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF PROPERTY AT 1004 PENNSYLVANIA AVENUE FROM “GC” GENERAL COMMERCIAL DISTRICT TO “HR” HIGH DENSITY RESIDENTIAL DISTRICT.

WHEREAS, Chapter 400 of the University City Municipal Code divides the City into several zoning districts, and regulates the character of buildings which may be erected in each of said districts, and the uses to which the buildings and premises located therein may be put; and

WHEREAS, the City Plan Commission examined an amendment of the Official Zoning Map of the City which changes the classification of property at 1004 Pennsylvania Avenue from “GC” General Commercial District to “HR” High Density Residential District; and

WHEREAS, the City Plan Commission, in a meeting held via video conference on January 26, 2022, considered said amendment and recommended to the City Council that it be enacted into an ordinance; and

WHEREAS, due notice of a public hearing to be held by the City Council in the City Council Chambers at City Hall at 6:30 p.m., on March 14, 2022, was duly published in the St. Louis Countian, a newspaper of general circulation within said City on February 27, 2022; and

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

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

Section 1. Section 400.070 of the University City Municipal Code, relating to the Official Zoning Map, is hereby amended by amending the Official Zoning Map illustrating the zoning districts so as to change the classification of property at 1004 Pennsylvania Avenue from “GC” General Commercial District to “HR” High Density Residential District;

Section 2. Said property at 1004 Pennsylvania Avenue, totaling 1.34 acres, has a St. Louis County locator number of 17J310690.

Section 3. This ordinance shall not be construed so as to relieve any person, firm or corporation from any penalty incurred by the violation of Section 400.070 of the University City Municipal Code, nor bar the prosecution of any such violation.

Section 4. Any person, firm, or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be subject to the penalties provided in Section 400.2570 of the University City Municipal Code.

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

PASSED and ADOPTED this _____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

EXHIBIT B – LEGAL DESCRIPTIONS FOR REZONING – 1004 Pennsylvania Avenue

Locator Number 17J310690



Plan Commission

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

January 26, 2022

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

RE: Zoning Map Amendment – 1004 Pennsylvania Avenue (REZ-02)

Dear Ms. Reese,

At a regularly scheduled meeting on January 26, 2022, at 6:30 p.m. via videoconference, the Plan Commission considered the application by Crossroads Realty, LLC to rezone 1.34 acres of land at 1004 Pennsylvania Avenue from General Commercial (GC) District to High Density Residential (HR) District, with the following conditions:

1. The redevelopment of the site shall meet the parking requirements for the number of units proposed;
2. Additional parking spaces shall be constructed using permeable materials.
3. A Landscape Plan shall be submitted for review and approval with the Site Plan.

By a vote of 7 to 0, the Plan Commission recommended approval of said Map Amendment to the University City Official Zoning Map.

Margaret Holly, Chairperson
University City Plan Commission



Department of Community Development

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

STAFF REPORT

CITY COUNCIL

MEETING DATE: February 14, 2022

FILE NUMBER: REZ 22-02

COUNCIL DISTRICT: 2

Applicant: Crossroads Realty, LLC

Location: 1004 Pennsylvania Avenue

Request:

Existing Zoning: GC – General Commercial District

Proposed Zoning: HR – High Density Residential District

Existing Land Use: Vacant building

Proposed Land Use: Dwellings, elevator-type

Surrounding Zoning and Land Use

North: GC – General Commercial

East: GC – General Commercial

South: GC – General Commercial

West: PA – Public Activity (Public Park)

** See Zoning Map on Page 2 and Aerial photo on Page 3.*

COMPREHENSIVE PLAN CONFORMANCE

Yes No No reference

PLAN COMMISSION RECOMMENDATION

Approval Approval with Conditions in Resolution Denial

ATTACHMENTS

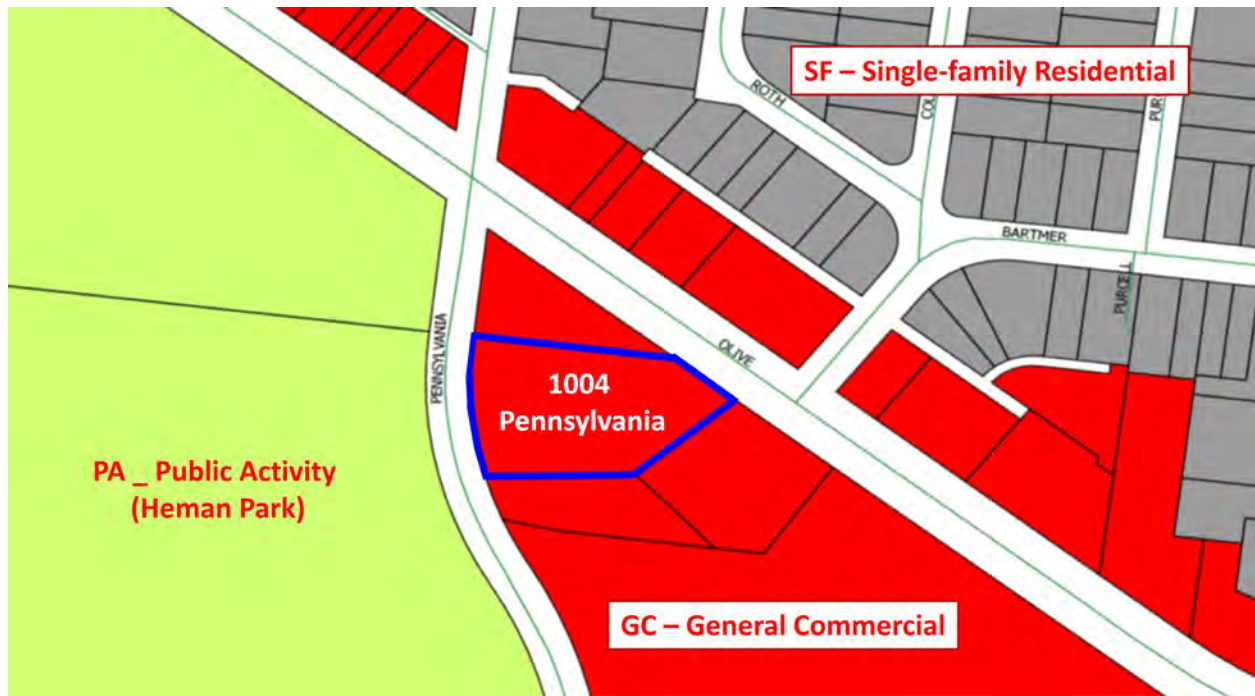
- A. Map Amendment Application
- B. Project Floor Plans

APPLICANT’S REQUEST

The Applicant is requesting that the subject property be rezoned from a GC – General Commercial District to an HR – High-density Residential District to accommodate the development of 20 apartment units comprised of the following:

- Two (2) two-bedroom units;
- Four (4) one-bedroom units; and
- Fourteen (14) studio units.

The Applicant is also proposing twelve (12) storage units in the building’s basement. Floor plans are included as an attachment to this report.



Existing Property

The existing building at 1004 Pennsylvania Avenue consists of one approximately 26,517 square-foot, 3 story building that was built in 1948. It served as a VA clinic and shelter for many years. Prior to that, the building was a convent. The parcel is approximately 1.34 acres in size and is zoned General Commercial. The City’s Heman Park is located directly to the west, across Pennsylvania Avenue. St. Louis County lists the number of living units of the facility at forty-five (45). The Applicant is requesting less than half of that number – 20.

The property was also the subject of a Conditional Use Permit (C.U.P.) application for a Sustainability Training and Residency Center in March of 2021.

ANALYSIS

Density

Section 400.320 of the HR – High-Density Residential District regulations (Permitted Uses) designates a density limitation of 1.0 (“Dwellings, elevator-type, up to a F.A.R. of one (1.0)” Floor Area Ratio (F.A.R.) is defined as the gross floor area of a building or multiple buildings on a zoning lot divided by the total area of such zoning lot. For this property and building in its current condition, the F.A.R. is 0.45. The Applicant’s plans

will affect the F.A.R. very little, if at all. It will certainly not approach the 1.0 limit designated in the Zoning Ordinance. Nonetheless, Staff will make sure this number does not vary much as the project evolves.



Landscaping

A Landscape Plan will be required as part of the Site Plan approval process. The proposed project benefits by the location of numerous mature trees on the site. While not all of the trees could likely be saved, given their condition and the need for additional parking for the facility, the Applicant is encouraged to retain as many as possible, while supplementing existing vegetation with an appropriate Landscape Plan.

Vehicular Access

The site is accessible primarily from Pennsylvania Avenue. There is another entrance off Olive Boulevard, which appears to have served as pick-up and drop-off location for past uses. All of the existing parking spaces are accessible from Pennsylvania Avenue. Public Works comments on the application indicated that the site may need a secondary access for providing emergency services. The Olive Boulevard access point would serve that purpose. The Fire Department will review the site plan and building permit application prior to approval.

Parking

The existing facility has twenty (20) dedicated parking spaces throughout the site accessible from Pennsylvania Avenue. With the 20 proposed dwelling units, 38 spaces would be required. There appears to be enough space on the property to accommodate the additional parking, should the Map Amendment be approved. The Applicant is aware of the need for additional parking.

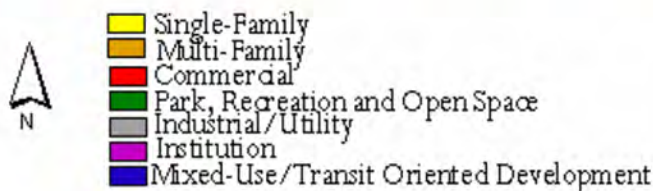
Comprehensive Plan

It is staff's opinion that the proposed development is consistent with the goals and objectives of the University City Comprehensive Plan Update of 2005. Applicable sections from the Plan Update that support this opinion include:

Chapter 3, of the Comprehensive Plan Update of 2005, under Land Use and Redevelopment, as a general policy, states, *"The City will strongly support development(s) that promote desirable planning concepts such as neighborhood-serving, mixed uses and transit-oriented development and enhance the pedestrian character of the City."*

Redevelopment of this site as the Applicant proposes adheres to the Comprehensive Plan and *"...promote(s) desirable planning concepts such as neighborhood-serving...and transit-oriented development and enhance the pedestrian character of the City."*

The proposed HR – High-Density Residential District zoning is also consistent with the Plan's Proposed Land Use Map, showing 1004 Pennsylvania Avenue as "Multi-family," as shown in a portion of the Map below.



Source: University City 1999 Comprehensive Plan Update, Staff Field Survey 2005

Plan Commission Meeting

At the Plan Commission meeting on January 26, 2022, the Commission changed the language of the required parking from “38 spaces” to the number of spaces required by the Zoning Ordinance. The number could be reduced by 10% if the site can take advantage of being close to a public transit stop.

The Commission also recommended that the additional parking spaces – beyond those that already exist – be constructed with permeable material. The Applicant agreed to these conditions.

The Plan Commission voted unanimously to approve the Zoning Map Amendment for 1004 Pennsylvania Avenue.

Conclusion/Recommendation – Amended to reflect Plan Commission

Based on this report’s analysis Staff recommends approval of the Applicant’s proposed Map Amendment with the following conditions:

1. The redevelopment of the site shall meet the parking requirements for the number of units proposed;
2. Additional parking spaces shall be constructed using permeable materials.
3. A Landscape Plan shall be submitted for review and approval with the Site Plan.