

**CITY OF SUNSET HILLS**

**BOARD OF ALDERMEN**

**A G E N D A**

**February 9, 2016**

**7:00 P.M.**

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Approval of the minutes of January 12, 2016 and January 26, 2016 work session.**
4. **Employee service award**
5. **Request for liquor license:**
  - a) **Andre's at Sunset Hills Golf Course.**
6. **Requests to be heard:**
  - a) **Request from First Baptist Church of Crestwood for their annual REZ RUN, on Easter Sunday, March 27, 2016.**
  - b) **Request from O'Leary's Restaurant for an outdoor tent on March 16 – 18, 2016 for St. Patrick's Day celebration.**
  - c) **Request from Laumeier Sculpture Park for City sponsorship of Art Fair 2016.**
  - d) **Request from Laumeier Sculpture Park for their annual Art Fair, May 6-8, 2016.**
  - e) **Request from Pace Properties for an informal discussion of redevelopment ideas for the storm damaged area in Sunset Hills.**

*posted  
2/5/16  
J.S.*

7. **PUBLIC HEARING:** The Board will consider an amended conditional use permit submitted by Special School District for the construction of a classroom and parking lot addition at Southview School, 11660 Eddie & Park Rd.

**Old Business:**

**Bill No. 47-** An ordinance authorizing the Mayor of the City of Sunset Hills, Missouri, on behalf of the City, to execute an agreement with Utility Service Partners Private Label, Inc. DBA Service Line Warranties of America for sewer line, water line an in-home plumbing warranties.  
**SECOND READING**

8. **City Official and Committee Reports:**

- ⇒ **IPM Administration Consultant, Robert Heacock**
- ⇒ **Deputy City Clerk, Lori A. Stone**
- ⇒ **Chief of Police, William LaGrand**
- ⇒ **City Attorney, Robert E. Jones**
- ⇒ **City Engineer, Bryson Baker**
- ⇒ **Director of Parks & Recreation, Gerald Brown**
- ⇒ **Treasurer/Collector, Michael Sawicki**

**Committee Reports**

- a) **Finance Committee – Alderman Fribis**
- b) **Economic Development Committee – Alderman Gau**
- c) **Parks & Recreation Commission – Alderman Kostial**
- d) **Personnel Committee – Alderman Baebler**
- e) **Police Advisory Board – Alderman Bersche**
- f) **Public Works Committee – Alderman Musich**
- g) **Website Committee – Alderman Baebler**

9. **New Business:**

**Bill No. 48-** An ordinance amending the code of ordinances with respect to acceptance of private streets for City maintenance.  
**FIRST READING**

**Bill No. 49-** An ordinance granting an amended conditional use permit to Southview School for classroom and parking lot renovations and additions to the existing school at 11660 Eddie and Park Road.  
**FIRST READING**

- 10. Requests to be heard – Non Agenda Subject**
- 11. Invoices to be approved.**
- 12. Appointments**  
**None**
- 13. Reappointments**  
**None**
- 14. A motion to hold a closed meeting, vote and record immediately following Adjournment of the March 8, 2016 and March 22, 2016 meetings.**
- 15. Adjournment**

# **P U B L I C H E A R I N G N O T I C E**

NOTICE IS HEREBY GIVEN THAT AT 7:00 P.M. ON TUESDAY, FEBRUARY 9, 2016, A PUBLIC HEARING WILL BE HELD BY THE BOARD OF ALDERMEN IN THE ROBERT C. JONES CHAMBERS OF CITY HALL, 3939 S. LINDBERGH BOULEVARD, SUNSET HILLS, MISSOURI. THE BOARD WILL CONSIDER AN AMENDED CONDITIONAL USE PERMIT SUBMITTED BY SPECIAL SCHOOL DISTRICT FOR THE CONSTRUCTION OF A CLASSROOM AND PARKING LOT ADDITION AT SOUTHVIEW SCHOOL, 11660 EDDIE & PARK RD. ANYONE INTERESTED IN THE PROCEEDINGS WILL BE GIVEN AN OPPORTUNITY TO BE HEARD. FURTHER INFORMATION ON THIS PROPOSAL IS AVAILABLE AT CITY HALL, 3939 S. LINDBERGH BLVD. IN THE PUBLIC WORKS DEPARTMENT OR BY CALLING

314-849-3400.

BOARD OF ALDERMEN  
CITY OF SUNSET HILLS, MO  
BY: LORI STONE  
DEPUTY CITY CLERK

P-01-16

1ST READING 1/12/16

BILL NO. 47

2ND READING 2/9/16

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

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF SUNSET HILLS, MISSOURI, ON BEHALF OF THE CITY, TO EXECUTE AN AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA FOR SEWER LINE, WATER LINE AND IN-HOME PLUMBING WARRANTIES**

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SUNSET HILLS, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Mayor of the City of Sunset Hills, Missouri, is hereby authorized to execute the Agreement attached hereto with Utility Service Partners Private Label, Inc. D/B/A Service Line Warranties of America for sewer line, water line and in-home plumbing warranties.

Section 2. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict repealed.

Section 3. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

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

**MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF SUNSET  
HILLS, MISSOURI, AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.  
D/B/A SERVICE LINE WARRANTIES OF AMERICA**

This MARKETING LICENSE AGREEMENT ("Agreement") entered into as of [\_\_\_\_\_, 20\_\_] ("Effective Date"), by and between the City of Sunset Hills, Missouri ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

**RECITALS:**

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners ("Residential Property Owner"); and

**WHEREAS**, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products ("Warranty"); and

**WHEREAS**, SLWA is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the Warranty to Residential Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

**AGREEMENT**

1. **Purpose.** City hereby grants to SLWA the right to offer the Warranty to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City hereby grants to SLWA a non-exclusive license ("License") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of SLWA during the term of this Agreement.
3. **Term.** The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, if

said breach is not cured during said thirty (30) day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. During the Term, SLWA shall conduct seasonal campaigns each year in accordance with the schedules set forth in Exhibit A. The pricing for each such campaign shall be in accordance with Exhibit A attached hereto.

4. **Consideration.** As consideration for such license, SLWA will pay to City a License Fee of Fifty-Cents (\$.50) for each month a Warranty shall be in force (and for which payment is received by SLWA) for a Residential Property Owner ("License Fee") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. Each License Fee payment herein shall be paid within thirty (30) days after it becomes due. SLWA shall include with each License Fee payment to City a statement signed by an SLWA corporate officer certifying the calculation of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of SLWA's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Indemnification.** SLWA hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWA or its officers, employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the SLWA or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

Exhibit A  
NLC Service Line Warranty Program  
City of Sunset Hills, MO  
Term Sheet  
December 7, 2015  
(Term Sheet valid for 90 days)

- I. Term of agreement
  - a. Initial term
    - i. Three years guaranteed (total of 9 campaigns)
- II. Annual royalty – \$0.50 per month per paid warranty contract
  - a. City logo on letterhead, advertising, billing, and marketing materials
  - b. Signature by City official
- III. Products offered
  - a. External sewer line warranty
  - b. External water line warranty
  - c. In-home plumbing warranty
- IV. Scope of Coverage
  - a. External sewer line warranty
    - i. Scope is from the city main tap until line daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
  - b. External water line warranty
    - i. Scope is from the meter and/or curb box until it daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
  - c. In-home plumbing warranty
    - i. Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.
- V. Marketing Campaigns – three seasonal campaigns per year (Spring, Fall and Winter)
  - a. 2016 Spring - Sewer
  - b. 2016 Fall - Water
  - c. 2016 Winter - In-home plumbing
  - d. 2017 Spring - Sewer
  - e. 2017 Fall - Water
  - f. 2017 Winter - In-home plumbing
  - g. 2018 Spring - Sewer
  - h. 2018 Fall - Water
  - i. 2018 Winter - In-home plumbing

## VI. Campaign Pricing

### a. Sewer

- i. Year 1 - \$7.75 per month; \$88.00 annually
- ii. Year 2 - \$7.75 per month; \$88.00 annually (subject to annual review)
- iii. Year 3 - \$7.75 per month; \$88.00 annually (subject to annual review)

### b. Water

- i. Year 1 - \$5.75 per month; \$64.00 annually
- ii. Year 2 - \$5.75 per month; \$64.00 annually (subject to annual review)
- iii. Year 3 - \$5.75 per month; \$64.00 annually (subject to annual review)

### c. In-home plumbing

- i. Year 1 - \$6.99 per month; \$78.99 annually
- ii. Year 2 - \$6.99 per month; \$78.99 annually (subject to annual review)
- iii. Year 3 - \$6.99 per month; \$78.99 annually (subject to annual review)

1ST READING 2-9-16

BILL NO. 48

ORDINANCE NO. \_\_\_\_\_ 2ND READING \_\_\_\_\_

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES WITH RESPECT TO  
ACCEPTANCE OF PRIVATE STREETS FOR CITY MAINTENANCE**

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE  
CITY OF SUNSET HILLS, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. Appendix A, Section 2 of the Code of Ordinances of the City of Sunset Hills shall be amended by adding the following as a new subsection 2.4 thereto:

*2.4 Procedure for acceptance of private streets for public maintenance:* The following procedures shall be followed in order to present an application to the Board of Aldermen for acceptance of private streets for maintenance by the City of Sunset Hills, Missouri ("City"):

(a) The adjacent property owners or their representative ("applicant") shall submit an application to the Department of Public Works ("Department") requesting that the City consider accepting a private street for maintenance by the City. If the subject street is within a subdivision that has a homeowners' or property owners' association, the application shall be joined or written by an authorized representative of the association board, and the application shall include any subdivision plat, indentures, declarations, bylaws, and any other governing documents applicable to the subdivision.

(b) The Director of Public Works shall present the application to the Public Works Committee. The Department shall review the condition of the subject street and document all of the Department's concerns including but not limited to street condition, legal issues and ownership issues. The Department shall also prepare a non-compliance report of any deficiencies that do not comply with Sunset Hills street standards and codes. The Department shall further prepare a report regarding the annual maintenance costs to the City if the private street is accepted for public maintenance. The Department's reports will be presented to the Public Works Committee and provided to the applicant.

(c) If the subject street is not fully compliant with all Sunset Hills street standards and codes, then the applicant shall submit detailed engineering plans which specify all necessary improvements required to cure any deficiency and bring the street into full compliance with City standards and codes. The proposed construction plan shall include a complete and accurate cost estimate for all proposed improvements and shall be certified by a licensed and registered design

professional. Thereafter, the construction plans shall be reviewed by the Department to determine whether the application and plans are complete and will cure the deficiencies.

(d) The application, construction plans, and Department reports shall be submitted to the Public Works Committee, then to the Planning and Zoning Commission for review, evaluation, and a recommendation for approval. The applicant shall meet with the Public Works Committee and Planning and Zoning Commission and jointly collaborate in an attempt to resolve all outstanding issues relating to street standards. The Public Works Committee shall provide a recommendation to the Planning and Zoning Commission in favor of or against approval of the application. The Planning and Zoning Commission shall provide a recommendation to the Board of Aldermen in favor of or against approval of the application.

(e) The recommendations of the Public Works Committee and the Planning and Zoning Commission together with the application, construction plans, and all Department reports shall be presented to the Board of Aldermen for consideration. The Board shall consider, among other factors, who benefits from accepting the private street for public maintenance, the annual costs to the City, and any compelling public interest in accepting the private street. The City shall not accept any private street that does not allow public access.

(f) The Board of Aldermen shall vote on whether to accept the private street(s) for public maintenance and the Board's acceptance is conditional upon the timely construction of improvements to raise the street(s) to City street standards and code. The recommendations of the Public Works Committee and the Planning and Zoning Commission shall not be binding upon the Board of Aldermen. Construction shall begin within three months of conditional Board acceptance and shall be completed within one year without penalty unless expressly approved otherwise. The applicant is responsible for ensuring that construction is timely and properly completed, as agreed, in order to raise the street to City standards and codes. The applicant is responsible for all costs including but not limited to the costs of inspection, construction plans, and construction.

(g) Upon the Director of Public Works certifying that the subject street is fully compliant with City standards and codes, the Director will so inform the Board of Aldermen. Thereafter, the Board's acceptance will no longer be conditional and the private street shall be deemed accepted by the City for public maintenance.

Section 2. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict repealed.

Section 3. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
DEPUTY CITY CLERK

**AN ORDINANCE GRANTING AN AMENDED CONDITIONAL USE PERMIT TO SOUTHVIEW SCHOOL FOR CLASSROOM AND PARKING LOT RENOVATIONS AND ADDITIONS TO THE EXISTING SCHOOL AT 11660 EDDIE AND PARK ROAD.**

WHEREAS, Petitioner has heretofore filed an application for an Amended Conditional Use Permit for a classroom and parking lot renovations and additions to the existing school at 11660 Eddie and Park Road. The application was considered by the Planning and Zoning Commission of the City of Sunset Hills, and its report and recommendation for approval has been presented to the Board of Aldermen. Thereafter, a public hearing was scheduled in accordance with the provisions of the Zoning Regulations, Appendix B of the Code of Ordinances, before the Board of Aldermen, and evidence was presented at such hearing held on February 9, 2016.

Based on the entire record of this application, being the evidence presented at the public hearing and the exhibits submitted at such hearing, the Board of Aldermen of the City of Sunset Hills makes the following findings of fact and conclusions of law.

**FINDINGS OF FACT**

1. The proposed site is zoned "R-4" Single Family Residential.
2. The Amended Conditional Use Permit Application requests the right to construct classroom and parking lot renovations and additions to the existing school at 11660 Eddie and Park Road.
3. The Planning and Zoning Commission has recommended that the Amended Conditional Use Permit be approved.

4. The provisions of Appendix B-Zoning Regulations of the Code of Ordinances, Sec. 7.3 require the Board of Aldermen to determine after hearing whether or not such conditional use will:

- (A) Substantially increase traffic hazards or congestion.
- (B) Substantially increase fire hazards.
- (C) Adversely affect the character of the neighborhood.
- (D) Adversely affect the general welfare of the community.
- (E) Overtax public utilities.
- (F) Conflict with standards contained in Subsections 7.3-2 and 7.3-3
- (G) Conflict with the goals and objectives or proposed land use in the Comprehensive

Plan.

In this regard, it is the finding of the Board that:

(A) THE PROPOSED CONDITIONAL USE WILL NOT SUBSTANTIALLY INCREASE TRAFFIC HAZARDS OR CONGESTION.

(B) THE PROPOSED CONDITIONAL USE WILL NOT SUBSTANTIALLY INCREASE FIRE HAZARDS.

(C) THE PROPOSED CONDITIONAL USE WILL NOT ADVERSELY AFFECT THE CHARACTER OF THE NEIGHBORHOOD.

(D) THE PROPOSED CONDITIONAL USE WILL NOT ADVERSELY AFFECT THE GENERAL WELFARE OF THE COMMUNITY.

(E) THE PROPOSED CONDITIONAL USE WILL NOT OVERTAX PUBLIC UTILITIES.

(F) THE PROPOSED CONDITIONAL USE WILL NOT CONFLICT WITH STANDARDS CONTAINED IN SUBSECTIONS 7.3-2 AND 7.3-3.

(G) THE PROPOSED CONDITIONAL USE WILL NOT CONFLICT WITH THE GOALS AND OBJECTIVES OR PROPOSED LAND USE IN THE COMPREHENSIVE PLAN.

**CONCLUSIONS OF LAW**

The Board of Aldermen concludes that, based upon the facts found herein and the findings of the Board that the standards for the issuance of Conditional Use Permits as set forth in Sec. 7.3 of the Zoning Regulations-Code of Ordinances are not violated, an Amended Conditional Use Permit shall issue to Petitioner herein as requested, subject to the following conditions, to-wit:

None.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016. \_\_\_\_\_  
*MAYOR*

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016. \_\_\_\_\_  
*MAYOR*

ATTEST: \_\_\_\_\_  
*DEPUTY CITY CLERK*