CITY OF SUNSET HILLS

BOARD OF ALDERMEN

A G E N D A

OCTOBER 11, 2016

7:00 P.M.

1. Pledge of Allegiance

2. Roll Call

3. Approval of the minutes of the September 13, 2016 meeting and September 27 work session.

4. Requests to be heard:

   a) Request by Noboleis Vineyards for a temporary liquor license for the Laumeier Harvest Fest to be held on October 16, 2016.

   b) Request by Mellow Mushroom for live music Thursdays through Sundays in October and November.

5. PUBLIC HEARING: The Board will consider an Amended Conditional Use Permit submitted by BMGR SSHD LLC, for the construction of a new hotel building at 3660 South Lindbergh Boulevard.

6. PUBLIC HEARING: The Board will consider a text amendment, submitted by the City of Sunset Hills, to amend Appendix B, Section 4.10-8(B)4 "Building Height Limitations" to change the maximum principal height from seventy-five (75) Feet to Eighty Five (85) Feet.

7. Old Business:

   Bill No. 10 – An ordinance regarding open meetings and records policy.
   SECOND READING

   Bill No. 23 – An ordinance repealing Chapter 2, Article VIII, Sections 2-231 through 2-232 of the Code to eliminate the Personnel Committee.
   SECOND READING

   Bill No. 24 – An ordinance repealing Chapter 2, Article V, Sections 2-202 Through 2-210 of the Code of Ordinances and enacting new sections in lieu thereof to establish a Planning and Zoning Commission and to provide for its composition and duties
   SECOND READING

8. City Official and Committee Reports:

⇒ City Clerk/City Administrator, Eric Sterman
⇒ Accounting Manager, Bill Lehmann
⇒ 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 Gau
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

11. New Business:

Bill No. 26 – An ordinance adopting a purchasing policy for the City of Sunset Hills.
FIRST READING

Bill No. 27 – An ordinance repealing and restating Chapter 2, Article VI, Sections 2-211 and 2-212 of the Code with respect to the Police Advisory Board.
FIRST READING

Bill No. 28- An Ordinance authorizing the City of Sunset Hills, Missouri to enter into a lease purchase transaction, the proceeds of which will be used to pay the costs of refunding all of the outstanding certificates of participation (City of Sunset Hills, Missouri, Lessee), Series 2009; and authorizing the execution of certain documents and actions in connection therewith.
FIRST READING

Bill No. 29- An ordinance granting an Amended Conditional Use Permit to BMGR SSHD LLC for the construction of a new hotel building at 3660 South Lindbergh Biulevard.
FIRST READING

Resolution No. 395- A resolution approving a tax and disclosure compliance procedure for the City of Sunset Hills, Missouri.

Resolution No. 396- A resolution approving an amendment of the 2016 City of Sunset Hills Budget.

Resolution No. 397- A resolution approving a contract with Baumstark Roofing, Incorporated and authorizing the Mayor to execute the same on behalf of The City of Sunset Hills.

12. **Requests to be heard – Non Agenda Subject**

13. **Invoices to be approved.**

14. **Appointments:**

    Mike Svoboda – Planning and Zoning Commission

    Reappointments:

    None

15. **A motion to hold a closed meeting, vote and record immediately following adjournment of the November 8, 2016 and November 22, 2016 meetings.**

16. **Adjournment**

3939 SOUTH LINDBERGH BOULEVARD
SUNSET HILLS, MISSOURI 63127

PHONE: (314) 849-3400
FAX: (314) 849-8110
www.sunset-hills.com

TEMPORARY LIQUOR LICENSE APPLICATION

The undersigned hereby makes application to the City of Sunset Hills Board of Aldermen for a temporary license to sell:

Please check appropriate box below:

☐ 1. ***Not For Profit*** liquor by the drink for consumption on the premises where sold

There shall be a limited permit to sell liquor by the drink for consumption on the premises where sold for a church, school, civic, service, fraternal, veteran, political or charitable club or organization at a picnic, bizarre, fair or other special event gathering. Such permit shall only be issued for the day or days specified and **shall not be for more than seven (7) days per fiscal year.**

For such a permit, the licensee shall pay fifty dollars **($50.00)**
And make a deposit in the amount of three hundred fifty dollars **($350.00)**

Which represents approximately eight (8) man hours of traffic control and police supervision. Any unexpended portion of the aforesaid deposit shall be refunded to the licensee after no other sales of intoxicating occur as a result of the event. Any additional cost incurred, in excess of three hundred fifty dollars ($350.00), shall be billed to the licensee and paid.

☒ **2.** ***For Profit*** liquor by the drink for consumption on the premises where sold

There shall be a limited permit to sell liquor by the drink for consumption on the premises where sold for a for-profit entity at a picnic, bizarre, fair or other special event gathering. Such permit shall only be issued for the day or days specified and **shall not be for more than seven (7) days per fiscal year.**

For such a permit, the licensee shall pay one hundred fifty dollars **($150.00)**
And make a deposit in the amount of three hundred fifty dollars **($350.00)**

Which represents approximately eight (8) man hours of traffic control and police supervision. Any unexpended portion of the aforesaid deposit shall be refunded to the licensee after no other sales of intoxicating occur as a result of the event. Any additional cost incurred, in excess of three hundred fifty dollars ($350.00), shall be billed to the licensee and paid.

****License Fees and Deposit Fees shall be submitted in two separate payments**

Business Name Noboleis Vineyards

Address of business 100 Hemsath Rd

State MO **Zip Code** 63332 **Phone No.** 636 482 4500

E-MAIL ADDRESS ageis@noboleisvineyards.com

Applicant hereby states that: No permit issued by the City of Sunset Hills, Missouri, or by the Supervisor of Liquor Control of the State of Missouri under the Acts of the General Assembly of Missouri has been revoked or suspended.

That affiant, or manager in charge of the business in Sunset Hills, Missouri, has not been convicted, since the ratification of the 21st Amendment of the Constitution of the United States, or a violation of the provisions of any law applicable to the manufacture or sale of intoxicating liquor and the applicant does not employ or has not employed in his business any person whose license has been revoked or who has been convicted of violating the provisions of any such law since the date afore-said.

That affiant, or manager in charge of the business in Sunset Hills, Missouri, has not been convicted of any misdemeanor or felony under the laws of the United States, the State of Missouri, or any other state.

That applicant, or applicant's agents and employees, will not violate any law of the State of Missouri, or ordinance of the City of Sunset Hills, nor allow any other person to violate any law in this State or City while in or upon the premises herein; applicant(s) acknowledges that he (it, they) is (are) familiar with the ordinances of the City of Sunset Hills regulating the sale of liquor.

~~Bob Nelson~~ Angie Geis Angie Geis

Applicant's Name (printed or typed) Applicant's Signature

Subscribed and sworn before me, _____

_____

_____

City Clerk's Signature

Date of Aldermanic approval:

_____

SPECIAL EVENT REQUEST FORM

Hills

MELLOW MUSHROOM

Site Plan Provided - A site plan of the property shall be attached to this form upon submittal

Date to be held: Oct - December

Name of event: Live Music

Time: During dining hours

Day of week: Thursday - Sunday

Brief description of event: Mellow Mushroom will have live music on the patio and in the beer garden

Hours of music: noon - 10:00

Will music be provided at event? YES

Number of tents: possibly one

Are tents to be erected? one possible for the band

Indicate on site plan approximate location of tents to be erected

Anything over 700 sf requires approval from the appropriate fire district

How many vendors will be participating in this event: none

Will alcohol be served: YES

What type and location:

Will there be signage required: NO

Indicate on site plan approximate location of signage to be erected

How many people are anticipated to attend this event: normal customer count

How will you address parking and site access: same as business every other day

Will there be temporary restrooms? NO

Indicate on site plan approximate location of temporary restrooms if applicable

How will security be handled? none needed

How will traffic control be handled? normal business

A representative must attend the meeting to answer any questions the Board of Aldermen may have

All tents and signage must be removed from premises within 24 hours of the event ending.

~~Fee: $100~~

To be completed by City of Sunset Hills :

Board of Aldermen meeting date:

What permits and licenses will be required?

Will a certificate of insurance be required?

Lynn Sprick

From: John Burke <jburke@mellowmushroomstl.com>
Sent: Monday, October 03, 2016 8:27 AM
To: Lynn Sprick
Cc: Chris Deatherage; Michael Vienhage
Subject: Mellow mushroom music

Lynn, good morning. As we discussed, below are our plans for music at mellow mushroom. We will plan on having live music starting this weekend on our patio. The live music will consist of solo performers to small groups and will play during dining hours. We plan to offer live music Thursday-Sunday throughout the year as weather permits. In the event of bad weather we will play inside the restaurant. The live music will be within Sunset Hills' sound restrictions and will end by 10:00 pm. The times will change depending on performer availability. Below are the performers and dates we have confirmed. I'd like to speak at the next board of alderman meeting next Tuesday to discuss. Please let me know if you have any questions.

10/6 Pat White 5:30-8:30
>>> 10/8 Dawn Turlington 3-6:00
>>> 10/9 Brian Clarke 3-6:00
>> 10/13 Shawn Eagen 5:30-8:30
>>> 10/15 Mike Mattingly 1-4:00
>>> 10/16 Dawn Turlington
>>> 10/20 Pat White 5:30-8:30
>>> 10/22 Mike Mattingly 3-6:00
>>> 10/23 Luke Queen 1-4:00
>>> 10/27 Brian Clarke 5:30-8:30
>>> 10/29 tbd
>>> 10/30 Pat White 3:00-6:00
>>> 11/5 Tom Sounders 6-9:00
> 11/6 Luke Queen 1:00-4:00
> 11/11 Mike Mattingly 6:00-9:00

John Burke
314-495-9972
>>>
>>>

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, OCTOBER 11, 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 SUBMITTED BY BMGR SSHD LLC, FOR THE CONSTRUCTION OF A NEW HOTEL BUILDING AT 3660 SOUTH LINDBERGH BOULEVARD. 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-26-16

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, OCTOBER 11, 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 A TEXT AMENDMENT, SUBMITTED BY THE CITY OF SUNSET HILLS, TO AMEND APPENDIX B, SECTION 4.10-8(B)4 "BUILDING HEIGHT LIMITATIONS" TO CHANGE THE MAXIMUM PRINCIPAL HEIGHT FROM SEVENTY-FIVE (75) FEET TO EIGHTY-FIVE (85) FEET. 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-28-16

BILL NO. 10

ORDINANCE NO. _____

AN ORDINANCE REGARDING OPEN MEETINGS AND RECORDS POLICY

WHEREAS, the Board of Aldermen ("Board") of the City of Sunset Hills, State of Missouri ("City") finds and declares that there is reason to believe that it needs to amend the Ordinance regarding open meetings and records policy;

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

Section 1. Article II, Division 2 of the Code of Ordinances shall be amended by adding new Sections 2-34 and 2-35 as follows:

Sec. 2-34. Journal of Minutes and Record of Voting.

A journal or minutes of open and closed meetings shall be taken and retained by the public governmental body, including but not limited to a record of any votes taken at such meetings. The minutes shall include the date, time, place, members present, members absent and a record of any votes taken. When a roll call vote is taken, the minutes shall attribute each "yea" and "nay" or abstinence if not voting to the name of the individual member of the public governmental body. Any votes taken during a closed meeting shall be taken by roll call. All public meetings shall be open to the public and public votes and public records shall be open to the public for inspection and duplication. Except as otherwise provided in Section 2-35, all votes taken by roll call in meetings of the Board shall be cast by members of the Board who are physically present and in attendance at the meeting. When it is necessary to take votes by roll call in a meeting of the Board, due to an emergency of the public body, with a quorum of the members physically present and in attendance and less than a quorum of the members participating via telephone, facsimile, Internet, or any other voice or electronic means other than video conference pursuant to Section 2-35, the nature of the emergency of the public body justifying that departure from the normal requirements shall be stated in the minutes. Where such emergency exists, the votes taken shall be regarded as if all members were physically present and in attendance at the meeting.

Sec. 2-35.

A. *Policy Statement.* While it is legally permissible for members of the City's public governmental bodies to attend meetings and vote via videoconference transmission, a member's use of videoconference attendance should occur only sparingly. Because it is good public policy for citizens to have the opportunity to meet with their elected officials face to face, elected members of a public governmental body should endeavor to be physically present at all

meetings. The primary purpose of attendance by videoconference connection should be to accommodate the public governmental body as a whole to allow meetings to occur when circumstances would otherwise prevent the physical attendance of a quorum of the body's members. A secondary purpose of attendance by videoconference should be to ensure that all members may participate in business of the public governmental body that is emergency or highly important in nature and arose quickly so as to make attendance at a regular meeting practically impossible. Except in emergency situations, all reasonable efforts should be expended to ensure that a quorum of the members of the public governmental body be physically present at the normal meeting place of the body. Except in emergency situations, all reasonable efforts should be made by a member to inform the Mayor and City Administrator at least two working days prior to the meeting of the member's intent to attend by videoconference connection.

B. *Videoconference Defined.* For purposes of this Section, "videoconference" or "videoconferencing" shall refer to a means of communication where at least one (1) member of a public governmental body participates in the public meeting via an electronic connection made up of three (3) components: (1) a live video transmission of the member of the public governmental body not in physical attendance; (2) a live audio transmission allowing the member of the public governmental body not in physical attendance to be heard by those in physical attendance; and (3) a live audio transmission allowing the member of the public governmental body not in physical attendance to hear those in physical attendance at a meeting. If at any time during a meeting one (1) or more of the elements of a videoconference becomes compromised (e.g., if any participants are unable to see, hear, or fully communicate), then the videoconference participant is deemed absent, and this absence should be reflected in the minutes.

C. *Frequency of Use of Videoconference Attendance.* Unless otherwise approved by the members in physical attendance at a meeting, a member of a public governmental body shall not attend more than three (3) meetings via videoconference in a rolling twelve-month period. Attendance via videoconference should only occur sparingly and for good cause. Such good cause shall include reasons such as serious illness or injury of the member or a member of his or her immediate family, including father or mother, spouse, sibling, child, or grandchild.

D. *Physical Location.* The City shall provide at the posted physical meeting location communication equipment consisting of an audio and visual display, and a camera and microphone so that the member(s) participating via videoconferencing, the members of the public governmental body in physical attendance, and the public in physical attendance may actively participate in the meeting in accordance with rules of meeting decorum. The communication equipment at the physical location of the meeting should allow for all meeting attendees to see, hear, and fully communicate with the videoconferencing participant.

E. *Voting.* Members of a public governmental body attending a public meeting of that body via videoconference are deemed present for purposes of participating in a roll call vote to the same effect as elected members of a public governmental body in physical attendance at a

public meeting of that governmental body are deemed present. If any component of the videoconference communication fails during the meeting, the member attending the meeting by videoconference whose connection failed shall be deemed absent immediately upon such failure. If the public governmental body was in the act of voting, the voting shall stop until all of the components of videoconference attendance are again restored and the videoconference participant's presence is again noted in the minutes, or the member is determined to be absent.

F. *Closed Meetings.* In a meeting where a member of a public governmental body is participating via videoconferencing and the meeting goes into a closed session, all provisions of Missouri law and City ordinances relating to closed sessions apply. Upon the public governmental body's vote to close the meeting, all members of the general public shall not be present. Likewise, a member of a public governmental body participating via videoconferencing must ensure there are no members of the public present at his or her location to see, hear, or otherwise communicate during the closed session. The member must also take all reasonable precautions to guard against interception of communication by others.

G. *Minutes.* In any open or in closed session, the minutes taken should reflect the member, if any, participating via videoconference, the members in physical attendance, and members, if any, absent.

H. *Emergency Meetings and Quorum.* In addition to the provisions of Section 2-34, in the event that emergency circumstances prevent the members of a public governmental body to physically attend, the body may meet and vote by videoconference without the requirement that a quorum be physically present in the same place. Examples of such emergency circumstances include, but are not limited to, war, riot, terrorism, widespread fire, or natural disaster such as earthquake, tornado, hurricane, flood or blizzard. To the extent reasonably possible in such circumstances, the public governmental body shall use reasonable efforts to cause a physical location to be provided for public attendance and participation. The nature of the emergency shall be recorded in the minutes. If no emergency exists, a quorum of the public governmental body shall be physically present at the physical location for which notice of a meeting is provided.

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board and approval by the Mayor. Any ordinances inconsistent with this Ordinance are hereby repealed.

PASSED THIS _____ DAY OF _____, 2016.

_____

MAYOR

APPROVED THIS _____ DAY OF _____, 2016.

_____
MAYOR

ATTEST: _____
CITY CLERK/CITY ADMINISTRATOR

BILL NO. 23

ORDINANCE NO. _____

AN ORDINANCE REPEALING CHAPTER 2, ARTICLE VIII, SECTIONS 2-231 THROUGH 2-232 OF THE CODE TO ELIMINATE THE PERSONNEL COMMITTEE.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SUNSET HILLS, MISSOURI, AS FOLLOWS:

Section 1: Chapter 2, Article VIII, Sections 2-231 through 2-232 shall be repealed.

Section 2: The Personnel Committee is hereby dissolved.

Section 3: This Ordinance shall take effect immediately upon its passage and approval.

PASSED THIS ____ DAY OF _____, 2016.

_____
MAYOR

APPROVED THIS ____ DAY OF _____, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK/CITY ADMINISTRATOR

BILL NO. 24

ORDINANCE NO. _____

AN ORDINANCE REPEALING CHAPTER 2, ARTICLE V, SECTIONS 2-202 THROUGH 2-210 OF THE CODE OF ORDINANCES AND ENACTING NEW SECTIONS IN LIEU THEREOF TO ESTABLISH A PLANNING AND ZONING COMMISSION AND TO PROVIDE FOR ITS COMPOSITION AND DUTIES

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SUNSET HILLS, MISSOURI, AS FOLLOWS:

Section 1: The Board of Aldermen established a Zoning Commission in 1957 and amended its composition and duties, most recently in 2002.

Section 2: The Board of Aldermen deems it to be in the best interest of the residents and businesses in the City of Sunset Hills to establish a statutory Planning and Zoning Commission, as provided in Chapter 89 RSMo. and to provide for its composition and duties.

Section 3: Chapter 2, Article V, Sections 2 – 202 through 2 – 210 of the code of ordinances shall be repealed and new sections shall be enacted, as follows:

ARTICLE V. - PLANNING AND ZONING COMMISSION

Sec. 2-202. - Created.

There is hereby created a planning and zoning commission for the city, which may also be known as the zoning commission or the commission.

Sec. 2-203. - Composition; terms.

The commission shall consist of 9 members, with 8 members consisting of 2 residents from each ward and 1 member at large, irrespective of ward residence. The members shall be nominated by the Mayor and approved by the Board of Aldermen. Each member shall serve for a four-year term and may be reappointed an indefinite number of times. With respect to the initial appointments, the Mayor and Board shall have the discretion to set the expiration dates of each term at more or less than 4 years in order to stagger the terms, pursuant to RSMo. Sec. 89.320. Notwithstanding the foregoing, the Commission may include 2 at large members, for a total of 10 members, until April 28, 2018.

Sec. 2-204. - Requirements for appointed members.

The members of the commission shall be residents of the city, be at least 21 years of age, and shall hold no other elected or appointed office of the city.

Sec. 2-205. - Chairman and vice chairman/secretary of the commission.

(a) The commission shall elect a chairman and a vice chairman/secretary from among the members by a majority vote of those members constituting a quorum. The term of chairman and vice chairman/secretary shall be for one year, commencing at the June meeting of each year, with eligibility for re-election. The chairman shall conduct meetings of the commission in accordance

with Roberts Rules of Order, and shall forward recommendations of the commission to the board of aldermen.

(b) The vice chairman/secretary shall be the acting chairman in the absence of the duly elected chairman, and shall perform all duties of the chairman for any meeting at which the vice chairman/secretary presides in the absence of the chairman. In the event neither the chairman nor vice chairman/secretary is present, the next senior member of the commission in terms of time as a member of the commission shall chair the meeting.

(c) All members of the commission shall serve without compensation.

Sec. 2-206. - Meeting dates and times.

The commission shall meet on the first Wednesday of each month, or as otherwise agreed. Meetings shall begin at 7:00 p.m.

Sec. 2-207. - Jurisdiction and duties generally.

The commission shall have such jurisdiction and all of the powers and duties as may be provided by ordinance or state law.

Sec. 2-208. - Commission to make studies and recommendations.

(a) The commission is authorized and directed to make studies and recommendations to the board of aldermen regarding the various original districts and appropriate regulations to be enforced therein, including regulations and restrictions as to the height, number of stories and size of buildings and other structures; the percentage of lot that may be occupied; the size of yards, courts and other open spaces; the density of population; the preservation of features of historical significance; and the location and use of buildings, structures and land for trade, industry, residence or other purposes.

(b) Recommendations made by the commission shall be made upon review of a comprehensive plan and designed to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to preserve features of historical significance; and to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements.

(c) Recommendations shall be made with reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses, and with a view to conserving the values of buildings and encouraging the most appropriate use of land throughout the city.

(d) The zoning commission shall hear applications for amendments, modifications or revisions of the zoning ordinance of the city and shall forward such application to the board of aldermen with its recommendations thereon.

Sec. 2-209. - Commission approval of plats—Effects.

The approval of a plat by the commission or the board of aldermen does not constitute or affect an acceptance by the City of Sunset Hills or of the public of the dedication to public use of any street or other ground shown upon the plat.

Section 4: This Ordinance shall take effect immediately upon its passage and approval.

PASSED THIS DAY OF _____, 2016.

_____

MAYOR

APPROVED THIS DAY OF _____, 2016.

_____

MAYOR

ATTEST:

_____

CITY CLERK/CITY ADMINISTRATOR

POLICE MONTHLY STATISTICS

SUNSET HILLS POLICE DEPARTMENT

SEPTEMBER 2016

Chief of Police William E. LaGrand

PART 1 CRIMES	ACTUAL OFFENSES	YEAR TO DATE	PRIOR YTD
Murder	0	0	1
Arson	0	1	0
Rape	0	0	2
Robbery	0	2	0
Assault	1	3	8
Burglary	0	4	22
Larceny	9	87	135
Motor Vehicle Theft	0	5	3
GRAND TOTAL	**10**	**102**	**171**

TRAFFIC	TOTAL	YTD	PRIOR YTD
Miles Patrolled	19,382	182,329	187,268
Traffic Stops	312	2,581	3,061
Traffic Tickets	337	2,857	2,864
Auto Accidents Reports	77	681	595
Motorists Assisted	95	823	757

INVESTIGATIONS	TOTAL	YTD	PRIOR YTD
Offenses & Incidents	64	689	666
Supplemental Reports	20	224	254
Arrests	59	503	491
Value of Stolen Property	2,541	106,595	249,663
Vacation House Checks	22	229	264

Prepared by: A Glaser

POLICE MONTHLY STATISTICS BY WARD

SUNSET HILLS POLICE DEPARTMENT

SEPTEMBER 2016

PART 1 CRIMES	WARD 1	WARD 2	WARD 3	WARD 4	ACTUAL OFFENSES
Murder	0	0	0	0	0
Arson	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Assault	1	0	0	0	1
Burglary	0	0	0	0	0
Larceny	3	5	0	1	9
Motor Vehicle Theft	0	0	0	0	0
GRAND TOTAL	**4**	**5**	**0**	**1**	**10**

Prepared by: A Glaser

City of Sunset Hills
Public Works Department
Report of City Engineer/Public Works Director

SEPTEMBER 2016

Permits Issued

Permit Type	Quantity Issued
Building	17
Excavation	9
Occupancy - Residential	21
Occupancy – Commercial	4
Sign	1

CITY OF SUNSET HILLS MUNICIPAL COURT
SUMMARY OF FINE AND COST
MONTH OF SEPTEMBER 2016

DEPOSIT DATE	CVS	WSF	POST	CT	PD	ISF	CVC	TOTAL DEPOSIT
9/7/2016	213.90	60.00	30.00	3,002.50	60.00	60.00	11.10	3,437.50
9/8/2016	335.11	94.00	47.00	4,878.50	94.00	94.00	17.39	5,560.00
9/9/2016	114.08	32.00	16.00	1,542.00	32.00	34.00	5.92	1,776.00
9/14/2016	192.51	54.00	27.00	3,673.50	54.00	54.00	9.99	4,065.00
9/15/2016	85.56	24.00	12.00	2,075.00	24.00	24.00	4.44	2,249.00
9/16/2016	0.00	0.00	0.00	1,100.00	0.00	0.00	0.00	1,100.00
9/16/2016	142.60	40.00	20.00	2,675.00	40.00	40.00	7.40	2,965.00
9/22/2016	64.17	18.00	9.00	1,339.50	18.00	18.00	3.33	1,470.00
9/27/2016	135.47	38.00	19.00	2,403.50	38.00	38.00	7.03	2,679.00
9/28/2016	0.00	0.00	0.00	1,850.00	0.00	0.00	0.00	1,850.00
9/30/2016	85.56	24.00	12.00	1,940.50	24.00	24.00	4.44	2,114.50
	1,368.96	384.00	192.00	26,480.00	384.00	386.00	71.04	

TOTAL FINE, COURT COSTS AND FEES COLLECTED FOR SEPTEMBER 2016 $ 29,266.00

Run Date: 10/04/2016 09:54 AM

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION

Contact information same as last report ☐

Municipality: Sunset Hills Municipal Court

Reporting Period: 09/01/2016 to 09/30/2016

Mailing Address: 3939 S Lindbergh

Software Vendor: REJIS

Physical Address: 3939 S Lindbergh

County: St. Louis County

Circuit: 21st

Telephone Number: (314) 849-3402

Fax Number: (314) 849-8110

Prepared by:

E-mail Address:

iNotes: [ ]

Municipal Judge(s): W L. Hetlage

Prosecuting Attorney: Robert Edward Jones

II. MONTHLY CASELOAD INFORMATION

	Alcohol and Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (Citations/Informations) Pending at start of month	48	2,152	235
B. Cases (Citations/Informations) Filed	1	302	20
C. Cases (Citations/Informations) Disposed			
1. Jury Trial (Springfield, Jefferson & St. Louis County only)	0	0	0
2. Court/Bench Trial - Guilty	0	0	0
3. Court/Bench Trial - Not Guilty	0	0	0
4. Plea of Guilty in Court	3	192	11
5. Violations Bureau Citations and Bond Forfeitures by Court Order (as payment of fines/costs)	0	0	0
6. Dismissed by Court	0	66	2
7. Nolle Prosequi	0	10	0
8. Certified for Jury Trial (not heard in Municipal Div.)	0	1	3
9. TOTAL CASE DISPOSITIONS	3	269	16
D. Cases (Citations/Informations) Pending End of Month (A + B - C9)	46	2,185	239
E. Trial De Novo and/or Appeal Applications Filed	0	0	0

III. WARRANT INFORMATION (Pre and Post Disposition)

1. # Issued during reporting period	179
2. #Served/Withdrawn during reporting period	76
3. # Outstanding at end of reporting period (only required for June reporting)	1,146

IV. PARKING TICKETS

Issued

☒ Court staff does not process parking tickets

V. NET DISBURSEMENTS

Fines	$20,326.00	Restitution	$0.00
Clerk/Court Fee (Costs)	$2,238.00	Parking Ticket Revenue (including penalties)	
Judicial Education Fee (JEF)	$0.00		
☑ Court does not retain funds for JEF		Bond Forfeitures (paid to city)	$2,950.00
Peace Officer Standards and Training (POST) Commission Surcharge	$187.00	Bond Refunds:	$700.00
Crime Victims Compensation (CVC) Fund Surcharge	$1,333.31	Total Other Disbursements:	$845.19
Law Enforcement Training (LET) Fund Surcharge	$374.00		
Domestic Violence Shelter Surcharge	$374.00		
Inmate Prisoner Detainee Security Fund Surcharge	$376.00		
Sheriffs' Retirement Fund Surcharge	$0.00	Total Disbursements:	$29,703.50

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Court Information	Municipality: Sunset Hills Municipal Court	Reporting Period: 09/01/2016 - 09/30/2016

Supplemental

Total Other Disbursements. Enter additional surcharges and/or fees disbursed by the court not listed on the MUNICIPAL DIVISION SUMMARY REPORTING FORM. Use additional forms if necessary and enter the total on the Total Other Disbursements line on the MUNICIPAL DIVISION SUMMARY REPORTING FORM. (Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.)

Other Disbursements	$ Amount
Crime Victim Fund City	$69.19
Recoupment	$776.00
Total Other Disbursements	$845.19

Include this total amount under Total Other Disbursements on Municipal Division Summary Reporting Form

10/7/2016

Uncollected License Fees

Business License fees owed for Square Foot, Home Occupation and Units businesses

Total License Fees	Business Type	# Owed	Total owed
$249,408.62	S	0 of 242	$0.00
$1,722.60	H	0 of 41	$0.00
$8,280.00	U	0 of 4	$0.00
$259,411.22			**$0.00**

GROSS RECEIPTS BUSINESSES

Total number of businesses	**160**
Number of businesses 30 days in arrears	2
Number of businesses 60 days in arrears	2
Number of businesses 90 days + in arrears	1

*Gross receipts payments fluctuate on a daily basis

Please note:

Parks & Recreation report will be handed out at the meeting due to a conference this week.

Collectors report will be e-mailed and copied for meeting due to preparation for S&P call.

BILL NO. 26

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A PURCHASING POLICY FOR THE CITY OF SUNSET HILLS.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SUNSET HILLS, MISSOURI, AS FOLLOWS:

Section 1: Chapter 2 of the Code shall be amended by adding a new Article XIV, Sections 2-363 through 2-371 as follows:

Article XIV.-Purchasing

Section 2-363 Scope and Purpose
All purchases made on behalf of the City of Sunset Hills shall be in compliance with the Purchasing Policy. The Policy ensures standardized procedures that provide fiscal control and allow the City to obtain quality goods and services at the lowest possible costs.

Section 2-364 Purchasing Policy
The following procedures shall apply when procuring supplies, equipment or services that have been adopted within the City budget by the Board of Aldermen and the purchase of the supplies, equipment or services is less than the budgeted amount.

A. Purchases less than one thousand dollars ($1,000.00) may be authorized by a department head. Department heads shall always strive to maximize value and to minimize costs when making these purchases.

B. For purchases from one thousand dollars ($1,000.00) to five thousand dollars ($5,000.00), at least three (3) written non-sealed bids shall be solicited for the item or items. The execution of the bid requirement shall be documented by the department and attached to the purchase order.

   The department head may then award the purchase or contract for services to the lowest responsible bidder who submits the bid which is most advantageous to the City.

C. For purchases from five thousand dollars ($5,000.00) to fifteen thousand dollars ($15,000.00), at least three (3) written non-sealed bids shall be solicited for the item or items. The execution of the bid requirement shall be documented by the department and attached to the purchase order.

   The department head may then award the purchase or contract for services to the lowest responsible bidder who submits the bid which is most advantageous to the City. The City Administrator's approval is required.

D. Whenever any contemplated purchase or contract for services is reasonably anticipated to cost more than fifteen thousand dollars ($15,000.00), the department head shall cause to be published in one (1) issue of a newspaper of general circulation in the St. Louis metropolitan area a notice inviting sealed bids; said notice shall be published at least ten (10) days prior to the date set for receipt of bids. The notice herein required shall include a general description of the articles to be purchased or the services to be performed, and the time and place for opening of sealed bids. In

addition, the notice shall be sent via mail or email to prospective suppliers of the item to be purchased or services to be performed, including all suppliers of such items with whom the City has done business within the preceding two (2) years. Notice of the invitation to bid shall be posted in the lobby of City Hall and on the City's web site.

Section 2-365 Bid Approval Process

Sealed bids shall be received by the appropriate department head and shall be identified as bids on the envelope. The bids shall be opened in public at the time and place stated in the invitation to bid and in any public notice before at least one (1) City witness; and after the opening, the department head shall tabulate all bids received and shall file a written report of the bids with the City Administrator together with his/her written recommendations as to whom the City should award the contract.

Section 2-366 Bids Accepted
The Board of Aldermen shall award the contract to the lowest responsible bidder but shall have the right to reject any and all bids. When the award is not given to the lowest bidder, a statement of the reasons for placing the order elsewhere shall be entered upon the minutes of the Board. Local suppliers shall be considered whenever possible.

Section 2-367 Lowest Responsible Bidder
Contracts shall be awarded to the lowest responsible bidder. Bids shall not be accepted from, nor contracts awarded to, a contractor who is in default on the payment of taxes, licenses or other monies due the City. In determining "lowest responsible bidder", in addition to price, the following shall be considered.

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
4. The quality of performance of previous contracts or services;

5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

7. The quality, availability and adaptability of the supplies or contractual services to the particular use required;

8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

9. The number and scope of conditions attached to the bid;

10. The Board of Aldermen reserves the right to reject any and all bids and waive any technicality or informality.

Section 2-368 Exceptions To The Purchasing Policy
A. Single-Source Purchases. In the event there is only one (1) acceptable vendor capable of furnishing a particular service or commodity, the department head may be authorized to procure such service or

commodity without bidding. The department head shall document the particular facts which make the item a single-source purchase, and the purchase shall be approved by the City Administrator.

B. Emergency Purchases. Where an emergency situation requires immediate purchase of supplies or services and time is of the essence, the department head is authorized to procure the supplies or services needed without following the bidding procedures. The department head shall maintain a written record of the circumstances surrounding emergency purchases, and the purchases shall be approved by the City Administrator.

C. Situations Calling For Competitive Negotiations. Where it can be demonstrated that the City receives the best value on a purchase through informal discussion and bargaining rather than through the conventional bidding process, the department head need not follow the conventional bidding process exclusively. Such purchases shall be documented by the department head and given prior approval by the City Administrator. Examples would include, but not be limited to, circumstances where time is a crucial factor, when the procurement involves high technology items, or when there is obvious inherent economy in purchasing from a particular vendor.

D. Cooperative Purchasing. The purchasing procedures established shall not apply to purchases made by, through, or with the Division of Procurement of the State of Missouri, the Purchasing Department of St. Louis County, or any other governmental agency or unit with whom the City is permitted to engage in cooperative purchasing. A department supervisor has the authority to join with any other governmental unit in cooperative purchasing when the best interests of the City shall be served by such cooperative purchasing.

E. Confidential Expenditures. Confidential expenditures such as payments to informants, purchase of materials as evidence (such as narcotics), or other uses as may be required by law enforcement personnel working in an undercover capacity cannot be subject to normal purchasing procedures. All such disbursements made shall be approved by the Chief of Police and the City Administrator and shall be documented by written vouchers showing date, amount, nature of expenditure, signature of requesting officer or agent, and approval of the Chief of Police.

F. Professional Services And Real Estate. Specifically excluded from the provisions of the City's purchasing policy are the procurement of real estate and professional services.

G. Used Equipment. Because of the difficulty in soliciting bids for used equipment through a formal process, the formal contract procedure requirements for used equipment purchases over one thousand dollars ($1,000.00) may be waived with the permission of the City Administrator provided that the purchase of the item was approved by the Board of Aldermen and included in the budget.

Section 2-369 State and Federal Laws
Except in cases where they are not as restrictive as the City's purchasing regulations, applicable State and Federal laws shall supersede any regulations of the City of Sunset Hills concerning purchasing.

Section 2-370 Subdivision of Contracts
No contract or purchase shall be subdivided to avoid the requirements of the City's purchasing policy.

Section 2-371 Conflict of Interest
No officer or employee of the City shall transact any business in his/her official capacity with any business entity of which he/she is an officer, agent or member or in which he/she owns a substantial interest; nor shall he/she make any personal investments in any enterprise which will create a substantial conflict between his/her private interest and the public agent or member, or the owner of substantial interest, sell any goods or services to any business entity which is licensed by or regulated in any manner by the agency in which the officer or employee serves. All City officers and employees are bound by the conflict of interest requirements in Section 105.454, RSMo.

Section 2: Section 2-70(c) shall be repealed and replaced with the following:

(c) be the purchasing agent for the City on all purchases amounting to less than $15,000.00, which shall be made under his/her direction and supervision.

Section 3: This Ordinance shall take effect immediately upon its passage and approval.

PASSED THIS ____ DAY OF _____, 2016.

_____
MAYOR

APPROVED THIS ____ DAY OF _____, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK/CITY ADMINISTRATOR

City of Sunset Hills

MEMORANDUM

To: Mayor Pat Fribis and the Board of Aldermen

From: Eric Sterman, City Administrator

Date: October 5, 2016

Re: Purchasing Policy

Enclosed in your packet is a proposed bill outlining a purchasing policy for the City. This proposed policy would outline how budgeted purchases are made by the City. The purpose of the policy is to ensure standardized procedures and fiscal oversight while allowing the City to obtain goods at the best possible price.

The outline of the policy is as follows:

- Purchases under $1,000 can be done at the department head's discretion and approval.
- Purchases between $1,000 and $5,000 can be done at the department head's discretion and approval, however require obtaining a minimum of three written bids.
- Purchases between $5,000 and $15,000 will require the approval of both the department head and the City Administrator. A minimum of three written bids are required.
- Purchases above $15,000 required a sealed bid and the approval of the Board of Aldermen.

Generally the policy requires bids to be awarded to the lowest bidder. There are certain exceptions to this rule that are outlined in the policy. There are also certain exceptions to the policy, i.e. an emergency purchase, that are outlined as well.

Adopting this policy will require the City Administrator's authority to be raised to $15,000. Please note, however, that I will not be able to sign off on any purchases without a minimum of three written bids available on record.

This policy is in line with what other cities in the St. Louis area do. These purchasing thresholds, if approved, will be coded into the Tyler financial software that the City is in the process of implementing.

Items that are not budgeted would come before the Board as a budget amendment, prior to purchase, in addition to adhering to this policy.

If you have any questions please let me know.

BILL NO. 27

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND RESTATING CHAPTER 2, ARTICLE VI, SECTIONS 2-211 AND 2-212 OF THE CODE WITH RESPECT TO THE POLICE ADVISORY BOARD.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SUNSET HILLS, MISSOURI, AS FOLLOWS:

Section 1: Chapter 2, Article VI, Sections 2-211 and 2-212 shall be repealed and replaced with the following:

ARTICLE VI. - POLICE ADVISORY BOARD

Sec. 2-211. - Established; duties.

There is hereby established a police advisory board which shall have the following duties: It shall act in an advisory capacity to the board of aldermen and chief of police on policy matters relating to the operation of the police department. Policy matters shall be defined to include planning and administrative procedures, public relations, law enforcement programs and to do and perform such other services for the safety and protection of the lives of the inhabitants and property of the city as may be directed by the board of aldermen from time to time.

Sec. 2-212. - Membership.

The board shall consist of six (6) members with one (1) member from each ward, one (1) alderman and one (1) member at large. All members shall have a vote and shall serve at the will of the mayor and board of aldermen.

Section 2: This Ordinance shall take effect immediately upon its passage and approval.

PASSED THIS ____ DAY OF _____, 2016.

_____
MAYOR

APPROVED THIS ____ DAY OF _____, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK/CITY ADMINISTRATOR

BILL NO. 28
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF SUNSET HILLS, MISSOURI TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF REFUNDING ALL OF THE OUTSTANDING CERTIFICATES OF PARTICIPATION (CITY OF SUNSET HILLS, MISSOURI, LESSEE), SERIES 2009; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Sunset Hills, Missouri (the "City") authorized the delivery of $14,110,000 original principal amount of Certificates of Participation (City of Sunset Hills, Missouri, Lessee), Series 2009 (the "Series 2009 Certificates"), which were delivered for the purpose of providing funds to pay the costs of acquiring, constructing, renovating, furnishing and equipping parks and recreational facilities and storm water improvements (collectively, the "Project"); and

WHEREAS, the City finds and determines that it is advantageous and in the best interests of the City to enter into certain transactions with UMB Bank, N.A., as trustee (the "Trustee"), relating to the delivery of Refunding Certificates of Participation (City of Sunset Hills, Missouri, Lessee), Series 2016 (the "Series 2016 Certificates"), to provide funds, together with other legally available funds of the City, to (1) refund all of the outstanding Series 2009 Certificates (the "Refunded Certificates"), and (2) pay certain costs in connection with the execution and delivery of the Series 2016 Certificates; and

WHEREAS, the City owns the real property and the improvements now or hereafter located thereon, including Watson Trail Park, the pool/aquatic facilities and community center (the "Leased Property"), on which a portion of the Project is located and which the City is leasing to the Trustee pursuant to a Base Lease dated as of August 1, 2009 (the "Original Base Lease"); and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the City to take the following actions:

1. Enter into a First Supplemental Base Lease dated as of November 1, 2016 (the "First Supplemental Base Lease" and, together with the Original Base Lease, the "Base Lease") with the Trustee, as lessee, the form of which is attached hereto as **Exhibit A**, which supplements and amends the Original Base Lease, pursuant to which the City is leasing the Leased Property to the Trustee;

2. Enter into a First Supplemental Lease Purchase Agreement dated as of November 1, 2016 (the "First Supplemental Lease") with the Trustee, as lessor, the form of which is attached hereto as **Exhibit B**, which supplements and amends the Lease Purchase Agreement dated as of August 1, 2009 (the "Original Lease" and, together with the First Supplemental Lease, the "Lease"), pursuant to which the City is leasing the Leased Property from the Trustee on a year-to-year basis with an option to purchase the Trustee's interest in the Leased Property;

3. Execute a Continuing Disclosure Undertaking dated as of November 1, 2016 (the "Continuing Disclosure Undertaking") pursuant to which the City agrees to provide certain financial information, operating data and notices of certain enumerated

events with respect to the Series 2016 Certificates, the form of which is attached hereto as **Exhibit C**;

4. Enter into a Tax Compliance Agreement dated as of November 1, 2016 (the "Tax Compliance Agreement") with the Trustee, pursuant to which the City makes certain representations and covenants related to the exclusion of the Interest Portions of Basic Rent (as defined in the Lease) under the Lease from gross income for purposes of federal income taxation, the form of which is attached hereto as **Exhibit D**;

5. Approve a First Supplemental Declaration of Trust dated as of November 1, 2016 (the "First Supplemental Declaration of Trust") by the Trustee, pursuant to which the Series 2016 Certificates will be executed and delivered, the form of which is attached hereto as **Exhibit E**, which supplements and amends the Declaration of Trust dated as of August 1, 2009 (the "Original Declaration of Trust" and, together with the First Supplemental Declaration of Trust, the "Declaration of Trust");

6. Approve an Official Statement with respect to the Series 2016 Certificates, to be in substantially the same form as the Preliminary Official Statement with respect to the Series 2016 Certificates, the form of which is attached hereto as **Exhibit F** (the "Preliminary Official Statement," and together, the "Official Statement");

7. Enter into a Certificate Purchase Agreement (the "Certificate Purchase Agreement") with the Trustee and Hilltop Securities Inc., St. Louis, Missouri, as the original purchaser of the Series 2016 Certificates (the "Underwriter"), the form of which is attached hereto as **Exhibit G**; and

8. Enter into an Escrow Trust Agreement (the "Escrow Agreement") with UMB Bank, N.A., as escrow agent, the form of which is attached hereto as **Exhibit H**.

The First Supplemental Base Lease, the First Supplemental Lease, the Continuing Disclosure Undertaking, the Tax Compliance Agreement, the Certificate Purchase Agreement and the Escrow Agreement are referred to together herein as the "City Documents."

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

Section 1. Approval of Delivery of the Series 2016 Certificates. The City hereby approves the delivery of the Series 2016 Certificates in the original principal amount of $_____. The Series 2016 Certificates shall be delivered and secured pursuant to the Declaration of Trust. The Series 2016 Certificates shall be dated the date of their original execution and delivery, shall become due on March 1 in the years and in the respective amounts and shall bear interest from the date thereof payable semiannually on March 1 and September 1, beginning September 1, 2017, at the rates per annum, as follows:

SERIAL CERTIFICATES

Payment Date (March 1)	Principal Amount	Interest Rate
2018	$	%
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		

The sale of the Series 2016 Certificates to the Underwriter at a purchase price of $_____ (consisting of the original principal amount of the Series 2016 Certificates, plus original issue premium of $_____, less underwriting discount of $_____), plus accrued interest, if any, to the date of delivery, is hereby ratified and confirmed. Delivery of the Series 2016 Certificates shall be made to the Underwriter as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the sale. The Series 2016 Certificates shall be in such denominations, shall be in such forms, shall be subject to prepayment prior to the stated payment dates thereof, shall have such other terms and provisions, and shall be executed and delivered in such manner subject to such provisions, covenants and agreements as are set forth in the Declaration of Trust.

Section 2. Authorization and Approval of the City Documents and First Supplemental Declaration of Trust. The City Documents and the First Supplemental Declaration of Trust are hereby approved in substantially the forms submitted to and reviewed by the Board of Aldermen on the date hereof, with such changes therein as are approved by the Mayor. The Mayor's execution of the City Documents will be conclusive evidence of such approval.

The obligation of the City to pay Basic Rent Payments (as defined in the Lease) under the Lease is subject to annual appropriation and will constitute a current expense of the City and will not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor will anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Lease will be construed so as to give effect to such intent.

The Mayor is hereby authorized and directed to execute and deliver the City Documents and to approve changes to the First Supplemental Declaration of Trust on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City's seal to the City Documents and attest said seal.

Section 3. Limited Obligations. The Series 2016 Certificates and the interest thereon shall be limited obligations, payable solely out of the rents, revenues and receipts received by the Trustee from the City pursuant to the Lease. Neither the Lease nor the Series 2016 Certificates shall constitute a debt or liability of the City or of the State of Missouri or of any political subdivision thereof, and neither the Lease nor the Series 2016 Certificates shall constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Section 4. Prepayment of the Refunded Certificates. The Refunded Certificates maturing on March 1, 2019 and thereafter are hereby called for prepayment prior to maturity on March 1, 2018. Such Refunded Certificates shall be prepaid at the principal corporate trust office of the Trustee, by the payment on the prepayment date of the principal thereof, together with prepayment premium, if any, and accrued interest thereon to the prepayment date. The officers of the City are hereby authorized and directed to take such other action as may be necessary in order to effect the prepayment of such Refunded Certificates.

Section 5. Approval of Official Statement. The final Official Statement is hereby authorized and approved, supplementing, amending and completing the Preliminary Official Statement, with such changes therein and additions thereto as are approved by the officer of the City executing the final Official Statement, said officer's execution thereof to be conclusive evidence of said officer's approval thereof, and the public distribution of the final Official Statement by the Underwriter is in all respects hereby authorized and approved for use in connection with the sale of the Series 2016 Certificates. The Mayor of the City is hereby authorized to execute and deliver the final Official Statement on behalf of and as the act and deed of the City.

For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the City hereby deems the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by the Rule, and the appropriate officers of the City are hereby authorized, if requested, to provide the Underwriter a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Underwriter to comply with the requirement of such Rule.

Section 6. Further Authority. The City will, and the officials and agents of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents, the other documents authorized or approved hereby.

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

Section 8. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 9. Effective Date. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Sunset Hills, Missouri, this 25th day of October, 2016.

_____
Mayor

(Seal)

ATTEST:

_____
City Clerk

EXHIBIT A

FIRST SUPPLEMENTAL BASE LEASE

[On file in the office of the City Clerk]

EXHIBIT B

FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT

[On file in the office of the City Clerk]

EXHIBIT C

CONTINUING DISCLOSURE UNDERTAKING

[On file in the office of the City Clerk]

EXHIBIT D

TAX COMPLIANCE AGREEMENT

[On file in the office of the City Clerk]

EXHIBIT E

FIRST SUPPLEMENTAL DECLARATION OF TRUST

[On file in the office of the City Clerk]

EXHIBIT F

PRELIMINARY OFFICIAL STATEMENT

[On file in the office of the City Clerk]

EXHIBIT G

CERTIFICATE PURCHASE AGREEMENT

[On file in the office of the City Clerk]

EXHIBIT H

ESCROW TRUST AGREEMENT

[On file in the office of the City Clerk]

BILL NO. 29
ORDINANCE NO. _____

AN ORDINANCE GRANTING AN AMENDED CONDITIONAL USE PERMIT TO BMGR SSHD LLC FOR THE CONSTRUCTION OF A NEW HOTEL BUILDING AT 3660 SOUTH LINDBERGH BOULEVARD.

WHEREAS, a petition was received from BMGR SSHD LLC for the construction of a new hotel building at 3660 South Lindbergh Blvd.; and

WHEREAS, said petition was duly referred to the Planning and Zoning Commission for its investigation and report; and

WHEREAS, public notice of a meeting of the Planning and Zoning Commission upon said petition was posted according to law and ordinance; and

WHEREAS, a meeting was held before the Planning and Zoning Commission on September 7, 2016, upon said petition; and

WHEREAS, the Planning and Zoning Commission has submitted its report recommending approval to the Board of Aldermen; and

WHEREAS, a public hearing was scheduled before the Board of Aldermen on October 11, 2016 in accordance with the Zoning Regulations, Appendix B of the Code of Ordinances.

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 "C-1" Commercial.

2. The Amended Conditional Use Permit Application requests the right to construct a new hotel building at 3660 South Lindbergh Blvd.

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, the Board of Alderman finds that the proposed conditional use will not:

(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 OF THE CODE OR ORDINANCES.

(G) 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.

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

Section 1. An amended conditional use permit, subject to the conditions hereinafter specifically set forth, is hereby granted to BMGR SSHD LLC for the construction of a new hotel building at 3660 South Lindbergh Blvd. in the City of Sunset Hills, as is made and provided for in the zoning regulations, Appendix B of the Code of Ordinances.

Section 2. The conditional use permit hereby issued, and referred to in Section 1, is issued to the named permittee only and shall not be assigned or transferred, except by permission of the City of Sunset Hills in accordance with Section 7.4-5.

Section 3. The conditional use permit hereby issued and referred to in Section 1, shall be valid only if the following conditions are observed by permittee:

a. The 2-story building in the southeast portion of the lot shall be demolished.

b. The parapet walls on the new building may extend no more than 10 feet above the roof.

Section 4. 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: _____
CITY CLERK/CITY ADMINISTRATOR

Hills

3939 S. Lindbergh Blvd.
314-849-3400

FILE NO. P-26-16
DATE 7-27-16
FEE 350

CONDITIONAL USE PERMIT

1. Is this an Amended Conditional Use Permit ☑ Yes ☐ No Date of original CUP _____

2. Applicant's Name BGMR SSHD LLC

3. Mailing Address 3660 S. Lindbergh blvd Phone 314-803-5310

4. Agent's Name and Address N/A HR Sheerman
(if different than Applicant)

5. Property Owner's Name HR Sheerman HRS@H3PMLLC.com

6. Address of Property Same

7. Area of Property to be used 1 AC

8. Existing Zoning C2

9. Proposed Use Hotel

10. Remarks and Reasons _____

11. Legal Description (to be attached)

12. Scale Drawings of Property, Area to be used and Proposed Development Plans (to be attached)

13. Fee: $250 for one acre or less. More than one acre $250 plus $25 for each acre or fraction thereof over one acre.

I hereby state that I have read all applicable sections of the Zoning Ordinances of the City of Sunset Hills and can comply with all requirements of those regulations. I also certify that all statements made on this application are true and that I have a legal right to make this application.

Signature: _____

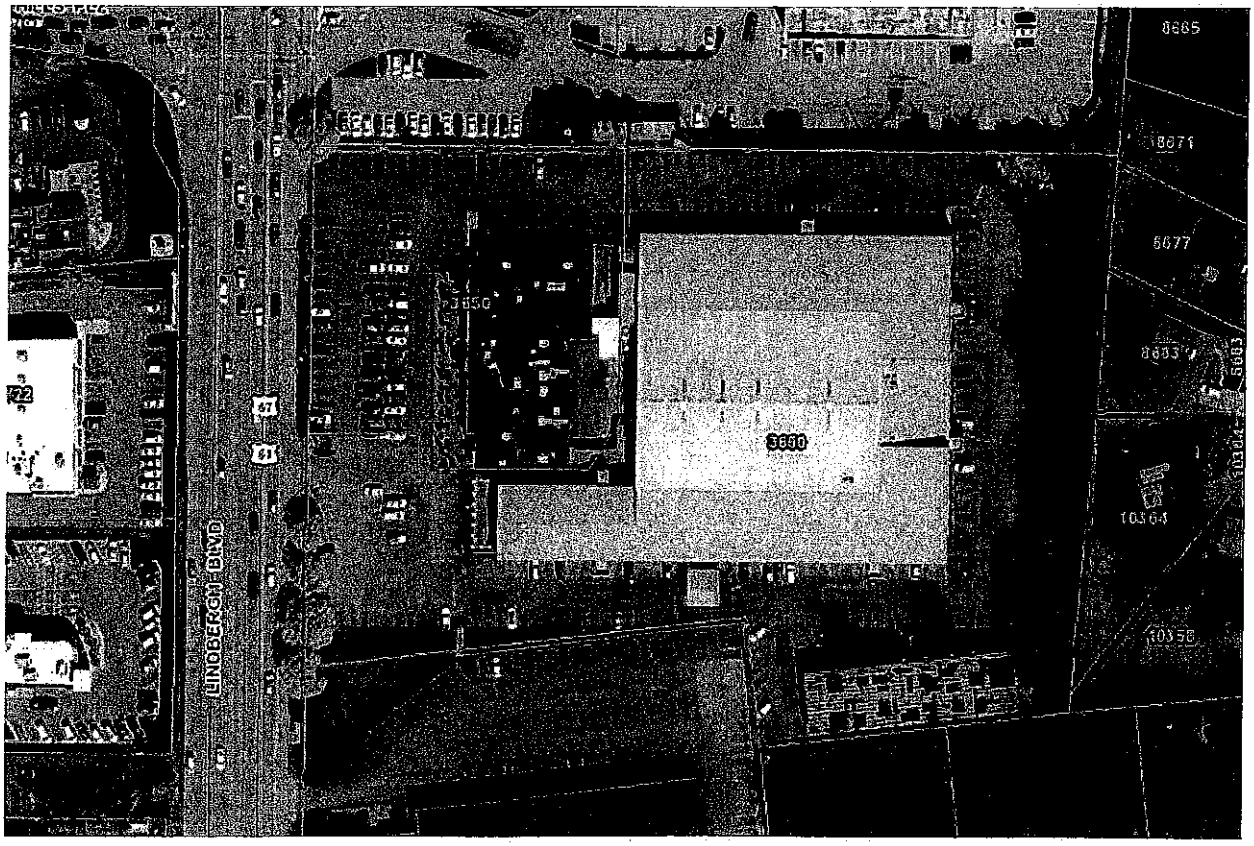
May 08

P-26-16

Title: Amended Conditional Use Permit for a new hotel building at 3660 South Lindbergh Boulevard.

Owner: BGMR SSHD LLC (c/o HR Sheevam)
3660 South Lindbergh Boulevard
Sunset Hills, Missouri 63127

Date: September 2016



*Map is for informational use only. Not a representation of the project.

Summary:

This petition is for an Amended Conditional Use Permit for a new hotel building at 3660 South Lindbergh Boulevard. The property is located on the east side of South Lindbergh Boulevard, approximately 500 feet north of East Watson Road. The property is currently zoned C-1 Commercial District. The property to the north is zoned PD-LC(C) Planned Development-Limited Commercial. The properties to the east are zoned R-4 Single Family Residential, 10,000 square foot minimum lot size. The properties to the south are zoned R-2 Single Family Residential, 20,000 square foot minimum lot size and C-1 Commercial District. The properties to the west (across South Lindbergh Boulevard) are zoned PD-BC Planned Development-Business Commercial.

Staff analysis:

This application is a petition for an Amended Conditional Use Permit for a new hotel building at 3660 South Lindbergh Boulevard. The petitioner is proposing to demolish the existing, two (2) story structure on the southeast corner of the property as well as a portion of the existing hotel building. A new, four (4) story, 70 room hotel building, would take the place of the portion of the hotel proposed to be demolished.

As the petitioner will explain, this is the first phase in a multi year plan. The first phase, as proposed in this amended conditional use permit petition, is the demolition of the two (2) structures and construction of a new hotel building. The second phase would consist of running the new hotel building and remaining portion of the existing hotel concurrently for a number of years. Finally, the remaining portion of the existing hotel would be demolished and a new commercial development could be constructed on the remainder of the property.

The criteria described in Section 7.3 outline standards for conditional use permit approval. A conditional use shall not:

A) Substantially increase traffic hazards or congestion.
Traffic should not be increased. This use currently exists on the property and is being updated.

(B) Substantially increase fire hazards
If approved, the proposed project would require approval from the Mehlville Fire District.

(C) Adversely affect the character of the neighborhood.
The character of the neighborhood should be minimally affected. This use currently exists on the property and is being updated.

(D) Adversely affect the general welfare of the community
The general welfare of the community should not be adversely affected.

(E) Overtax public utilities
Public utilities would not be overtaxed due to the proposed project.

(F) Conflict with the standards of 7.3-2 and 7.3-3, criteria and standards for conditional use permit approval.
The use would not conflict with the criteria and standards for conditional use permit approval.

(G) Conflict with the goals and objectives or proposed land use in the Comprehensive Plan.
The Comprehensive Plan depicts this area as commercial.

All other requirements of Appendix B Zoning Regulations, Section 7 Conditional Use Procedures and Standards would be met.

If this petition is approved, demolition permits would be required for the demolition of the two (2) story building on the southeast corner of the property as well as the portion of

the hotel that is proposed to be demolished. Additionally, a building permit would be required for the new, proposed, four (4) story hotel building. That permit would require approval from Mehlville Fire District as well as St Louis County.

If you choose to make a motion to approve this application, it should be accompanied with the condition that the two (2) story building on the southeast corner of the property be demolished prior to issuance of a building permit for the new hotel building.

August 31, 2016

To: Mayor Patricia Fribis
Board of Aldermen

From: HR Sheevam, Owner

Re: Modernization of Days Inn Site

The Days Inn site at 3660 S. Lindbergh Blvd. originally consisted of 233 rooms. Over the years the hotel has down sized by eliminating "high maintenance units." Several rooms were converted into two family suites, in the process closing the south east building.

The immediate plan is to remove the south east building and use as a parking lot for the new hotel. Remove the front building and build a modern four story 70 room hotel in its place. This will yield the existing Days Inn to 70 family suites. Upon completion of the modernization of the front building, I will entertain development of retail or other possibilities on the remaining site.

Sincerely,

HR Sheevam
331 N. New Ballas Road
P. O. Box 37040
St. Louis, MO 63141
314-803-5310
hrs@h3pmllc.com

MEMO TO: City of Sunset Hills

FROM: James Parks, PE
(314) 966-9987 x202
jparks@glasperps.com

RE: Application P-26-16 Comments
Days Inn Modernization

DATE: August 17, 2016

Response Letter to 1st Submittal Comments

Glasper Professional Services (Glasper) submits the following responses to the comments received from the City of Sunset Hills for Application P-26-16.

Glasper will submit a revised set of plans in the form of a PDF to the City of Sunset Hills before 5pm on Friday, August 26, 2016. After review of that document, Glasper will provide 21 folded copies by 5pm on Wednesday, August 31, 2016.

1. Please indicate location of proposed sidewalks or intent to pay the City an amount equal to the present cost for sidewalk construction ($40/square yard).
   The Owner wishes to pay the escrow of $40/square yard. The frontage is 135' long. The sidewalk is proposed at 5' wide. This is 675 square feet = 75 square yards x $40 = $3,000.00

2. Please revise setback to 150 feet along the east property line and portion of the south property line where this property abuts residential zoned property.
   The setback of 150 feet has been added to the east and south property line where the property abuts residential zoned property.

3. Please revise to meet the landscaping and sight-proof fence requirement.
   Along the property lines that abut residential zoned properties: evergreen trees were added to be spaced more densely to provide a visual screen and the existing fence will be removed and replaced with an eight feet (8') sight-proof fence.

4. The current enclosure is chain link with slats. It must be updated and the above requirements must be met.
   The existing trash enclosure will be removed and replaced to meet the current requirements.

5. Please provide required landscaping along South Lindbergh Boulevard, interior parking areas, in parking rows exceeding fifteen (15) spaces and ends of parking rows.
   Shrubs were added along South Lindbergh Boulevard to meet current requirements.

6. Please revise to meet the above requirements.
   The proposed improvements were revised to accommodate a five-foot setback between proposed edge of pavement and property line or right-of-way line.

7. Please provide lighting details.
   Lighting details were added to the site plan.

8. The buildings total approximately 65,000 square feet. Please provide four (4) loading spaces.
   Four (4) loading spaces were added to the site plan.

9. Please provide a written development plan, explaining your existing business, short and long term plans. The more information you provide, the fewer questions there will be as we go through the process.
   The written development plan is forthcoming.

10. Only three (3) spaces are required. Please revise.
    The parking calculations were revised on the site plan.

11. The 121.45' dimension of the south side of the large hotel building is incorrect. Please revise.
    The 121.45' dimension was revised on the plans to be 204.36'.

RESOLUTION NO. 395

RESOLUTION APPROVING A TAX AND DISCLOSURE COMPLIANCE PROCEDURE FOR THE CITY OF SUNSET HILLS, MISSOURI.

WHEREAS, the Internal Revenue Service (the "IRS") has advised issuers of obligations, the interest on which is excludable from gross income for federal income tax purposes to adopt separate written procedures for monitoring post-issuance federal tax requirements for such bonds; and

WHEREAS, in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "SEC"), issuers may also be required to provide disclosures of certain financial information and operating data and to file notices of certain material events to the marketplace to facilitate informed secondary market trading of bonds; and

WHEREAS, the Board of Aldermen of the City of Sunset Hills, Missouri (the "City") finds it is in the best interest of the City to adopt certain policies and procedures to comply with the IRS and SEC directives and to improve tax and securities law compliance and documentation with respect to the City's outstanding bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SUNSET HILLS, MISSOURI, AS FOLLOWS:

Section 1. Approval of Tax and Disclosure Compliance Procedure. The Tax and Disclosure Compliance Procedure in substantially the form attached hereto as **Exhibit A** is hereby approved.

Section 2. Further Authority. The City hereby authorizes and empowers the officers and representatives of the City to do all such acts and things and to execute, acknowledge and deliver all such documents as may in their discretion be deemed necessary or desirable in order to carry out or comply with the terms and provisions of this Resolution in connection with the approval of the Tax and Disclosure Compliance Procedure. All of the acts and undertakings of such officers and representatives that are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and the same are hereby in all respects, ratified, confirmed and approved.

Section 3. Effective Date. This Resolution shall be effective upon its passage.

PASSED by the Board of Aldermen of the City of Sunset Hills, Missouri, this 11th day of October, 2016.

[SEAL]

_____
Mayor

ATTEST:

_____
City Clerk/City Administrator

EXHIBIT A

TAX AND DISCLOSURE COMPLIANCE PROCEDURE

RESOLUTION NO. 396

RESOLUTION APPROVING AN AMENDMENT OF THE 2016 CITY OF SUNSET HILLS BUDGET

WHEREAS, THE BOARD OF ALDERMEN HAS DETERMINED THAT IT IS APPROPRIATE TO AMEND THE 2016 BUDGET OF THE CITY OF SUNSET HILLS TO REFLECT ACTUAL EXPENSES AS FOLLOWS:

Public Works Budget – Expenses

Account #05.50.00.5071 – Capital Improvements – Concrete slab replacement cost has come in lower than anticipated, and some work on the West Watson road improvement project is deferred until 2017. A budget reduction of $50,000.

Account #05.50.00.5104 – Capital Improvements – Due to leaks in the roof, a new roof is needed for the Public Works facility. A budget amendment of $46,364.

Bond Refunding – Expenses

Account #12.00.00.3000 – Parks and Stormwater Fund – The City is refinancing the 2009 certificates of participation used to pay for the aquatic center and community center. As a part of that refinancing, an additional payment will be made in 2016 to buy down the debt and achieve a lower interest rate. This payment will be offset by a significantly reduced 2017 payment. A budget reduction of $869,981.88.

Account #06.50.00.5116 – Debt Service Fund – Money paid towards debt service is transferred from the parks and stormwater fund to the debt service fund prior to payment. A budget amendment of $869,981.88.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF ALDERMEN APPROVES THE BUDGET AMENDMENT STATED HEREIN.

PASSED by the Board of Aldermen this 11th day of October, 2016.

_____
Mayor

ATTEST:

_____
City Clerk/City Administrator

RESOLUTION NO. 397

RESOLUTION APPROVING A CONTRACT WITH BAUMSTARK ROOFING, INCORPORATED AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF SUNSET HILLS

WHEREAS, the Board of Aldermen has determined that it is appropriate to accept the proposal presented by Baumstark Roofing, Inc. for the City of Sunset Hills 2016 Public Works Roof Replacement Project. The total cost of the proposal is $46,364. Sufficient funds have been amended and approved in the 2016 budget for this contract.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF ALDERMEN HEREBY APPROVES A CONTRACT WITH BAUMSTARK ROOFING, INCORPORATED AND AUTHORIZES THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF SUNSET HILLS.

PASSED by the Board of Aldermen this 11th day of October, 2016.

_____
Mayor

ATTEST:

_____
City Clerk/City Administrator

EXECUTION OF CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the City shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

I, Stephen Baumstark certify that I am the President of the corporation named as Contractor herein above, that Stephen Baumstark who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by Authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the contract copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers") authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the Bidder with whom the City contemplates entering into a Contract) by some officer or agent of the City duly authorized to give such notice.

CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the 11th day of October, 2016, by and between the City of Sunset Hills, Missouri (hereinafter called the "City") and, Baumstark Roofing, Incorporated a corporation with offices at 507 W. Pearce Blvd; Wentzville, MO. 63385 (hereinafter called the "Contractor"). The project identified as City of Sunset Hills 2016 Public Works Roof Replacement Project..

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I

The Contract Documents

The Contract Documents consist of the General Conditions of City-Contractor Agreement, State Wage Determination, Performance Payment Bond, Specifications, Drawings, the Construction Schedule, all Addenda, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or

oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within **Ten (10)** days of the date of the written notice to proceed from the City to the Contractor and shall be completed within **Thirty (30)** calendar days from and including the date of said written notice to proceed and receipt by contractor permitting necessary to commence work.

ARTICLE IV

The Contract Sum and Payments

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work performed, in accordance with the General Conditions, the City shall pay the Contractor for the performance of the Work, the sum of $ 46,364.00 as follows:

(1) On or about the last day of each following month, ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth of the preceding month, less the aggregate of all previous progress payments;

(2) Upon completion of the Work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Sum; and

(3) Final payment within 30 days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

(a) Within seven calendar days (7) after being awarded the Contract, the Contractor shall prepare and submit for the City's approval a Traffic Control Plan indicating the location of all proposed signage, detours and road closures throughout the project. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration. The Notice To Proceed shall be issued within 10 working days of the award, however no work will commence until the Contractor's traffic control plan is submitted and approved by the City. The contractor shall be required to substantially finish portions of the work as designated by the Director of Public Works or designee prior to continuation of further work remaining on the project. This may include cleanup as designated by the Director of Public Works or designee.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages and not as a penalty, the sum of $250.00 for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

(c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City as such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay,

and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall

be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

ARTICLE VIII

Termination by City or Contractor

(a) If the Contractor is adjudged as bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a received is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly

(i) assign to the City in the manner and to the extent directed by the City all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and

(ii) make available to the City to the extent directed by the City all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

ARTICLE IX

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect, the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of $1,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death: $1,000,000 each person $1,000,000 each occurrence

Property Damage: $1,000,000 each occurrence $1,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: $1,000,000 each person $1,000,000 each occurrence

Property Damage: $1,000,000 each accident

(d) Owner's Protective Bodily Injury

Including Death: $1,000,000 each person $1,000,000 each occurrence

Property Damage: $1,000,000 each occurrence $1,000,000 aggregate

The Owner's Protective policy shall name the City as the insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Sunset Hills is an additional insured".**

ARTICLE X

Equal Opportunity and Non-Discrimination

The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. The contractor will comply with Title VI of the Civil Rights Act of 1964, as the same has been or may be amended from time to time. In all solicitation either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color religion, sex, national origin or disability.

The contractor will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

The contractor will comply with all provisions of federal, state and local codes, ordinances and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

During performance of the obligations set forth in this Agreement, each party agrees that it shall not discriminate against any employee or applicant for employment in the terms or conditions of employment including but not limited to: recruitment, selection, training, upgrading, promotion, demotion, transfer, layoff, or termination due to said person's race, religion, creed, color, sex, age, national origin, handicap, or disability.

In the event that any or all of the provision(s) of the foregoing paragraphs (a) or (b) conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state or other local laws, ordinances or regulations.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflicts of interest. Additionally, but not in limitation of the foregoing, no elected official or other official of Sunset Hills having any power of review or approval of any of the undertakings contemplated by this Agreement, shall knowingly participate in any decision(s) relating thereto which affect his or her personal interests or those of his/her immediate family, or those of any corporation or

partnership in which he or she or a member of his/her immediate family is directly or indirectly interested.

Sunset Hills shall not knowingly, after due inquiry, employ or contract with any person if a member of his or her immediate family is a member of the Sunset Hills Board of Aldermen, or is employed by Sunset Hills in an administrative capacity (i.e., those who have selection, hiring or supervisory or operational responsibility for the work to be performed pursuant to this Agreement); provided, however, that the foregoing shall not apply to temporary or seasonal employment. Sunset Hills shall not knowingly, after due inquiry, employ or contract with any corporation or partnership if an elected official of Sunset Hills or a person employed by Sunset Hills in an administrative capacity (as defined in the foregoing sentence), or a member of the immediate family of such elected official or person employed in an administrative capacity shall have an interest, directly or indirectly, therein.

For the purposes of this section "immediate family" includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, stepparent and stepchild.

For purposes of this section, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate family shall own, whether singularly or collectively, directly or indirectly, ten percent (10%) more of any corporation or partnership, or shall own an interest having a value of ten thousand dollars ($10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars ($5,000) or, per year there-from.

In the event that any or all of the foregoing provision(s) shall conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such

federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve parties contracting with the City of Sunset Hills from adherence to any and all additional requirements regarding conflicts of interest set forth in such federal, state or other local laws, ordinances or regulations.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials and equipment necessary to complete all activities within the project limits. The Scope of Work includes the construction of the City of Sunset Hills "2016 Public Works Garage Roof Replacement Project" as outlined in the construction drawings and specifications. The Contract contains a binding arbitration provision which may be enforced by the parties.

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

CITY OF SUNSET HILLS

By_____
Past Fribis, Mayor

(SEAL)

Attest: _____
Eric M. Sterman, City Clerk/City Administrator

DATE:_____

By _____
"Contractor"

Stephen Baumstark
Printed Name

President
Title

(SEAL)

Attest:_____

DATE:_____

AGENDA

BOARD OF ALDERMEN

A closed meeting of the Sunset Hills Board of Aldermen will be held Tuesday, November 8 and November 22, 2016, in the Conference Room at Sunset Hills City Hall, 3939 South Lindbergh Boulevard, immediately following adjournment of the regular meeting which commences at 7:00 p.m. There will also be closed votes, if any, and a closed record of said meeting.

The subject matters of said meeting are (a) litigation in which the City is a party or in which the City is contemplated as a party, (b) hiring, firing, disciplining or promoting of particular employees, (c) leasing, purchase or sale of real estate, and d) proposals and negotiations for contracts, which are the subject matters of closed meetings, votes and records under R.S.Mo. 610.021(1), (2), (3) and (12).