

MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
Tuesday, May 28, 2019
6:30 p.m.

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on the fifth floor of City Hall, on Tuesday, May 28, 2019, Mayor Terry Crow called the meeting to order at 6:30 p.m.

B. ROLL CALL

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

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

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

C. APPROVAL OF AGENDA

Councilmember Carr moved to approve the agenda as presented; it was seconded by Councilmember Clay.

Mr. Rose requested that Item No. 2 under the Consent Agenda, which reads, "*Police Vehicles Purchased (5)*", be amended to read "*Police Vehicles Purchased (4)*".

Voice vote on the motion to approve carried unanimously.

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. May 9, 2019 Study session minutes – FY20 Budget/CIP and Fair U City were moved by Councilmember Carr, it was seconded by Councilmember Cusick and the motion carried unanimously.
2. May 13, 2019 Study session minutes – EDRST Grant Guidelines and Crime Statistics were moved by Councilmember Carr, it was seconded by Councilmember Hales and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS & COMMISSIONS

1. Edmund Acosta (3rd term) and Joan Greco-Cohen (2nd term) are nominated for re-appointment to Library Board by Councilmember Tim Cusick. It was seconded by Councilmember Carr and the motion carried unanimously.

2. Sandra Hewitt is nominated to the Senior Commission as a fill-in replacing Margie Diekemper's vacated seat (11/25/2018) by Councilmember Steve McMahon. It was seconded by Councilmember Hales and the motion carried unanimously.

Councilmember McMahon thanked Ms. Diekemper for her service on the Senior Commission.

G. SWEARING IN TO BOARDS & COMMISSIONS

Mayor Crow stated since there are a number of speakers with comments about the senior program he would ask Mr. Rose to provide everyone with an update on the City's progress regarding this matter.

Mr. Rose stated the Parks, Recreation & Forestry Director, Darren Dunkle is working with his staff, Aging Ahead, and the seniors, to determine what type of program would best fit the needs of U City's seniors. To date, Mr. Dunkle has had several conversations with Aging Ahead and plans to sit down with the seniors in the very near future to gain a better understanding of their desires.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed) Gloria Nickerson, 7576 Blackberry, University City, MO

Ms. Nickerson stated prior to tonight's meeting an employee of Long Acre Farms informed her that the owner, Jim, had passed away. Long Acre Farms was a previous tenant of the Loop's Farmer's Market and is now located at the church on Clemmons. Services for Jim will be held on Thursday.

Ms. Nickerson stated as a resident and Vice Chair of the Senior Commission she has worked with all of the seniors in attendance at tonight's meeting, many of which are long-time residents, taxpayers, and voters. So while the efforts put forth by the City Manager, Mr. Dunkle, Councilmembers Smotherson and Clay are all truly appreciated, as the City works to establish a new program, these seniors have asked her to express some of their sentiments and requests.

- Aging Ahead's handling of the program was disrespectful to the seniors, and U City. Therefore, U City seniors have no desire to work with their employees or participate in any programs sponsored by this organization.
- Seniors are satisfied with the current program schedule; Monday through Thursday from 9 a.m. to 1 p.m., however, there is a need to accommodate some of their caregiver's work schedules by allowing seniors to enter the building prior to the 9 a.m. start time.
- Utilization of the Heman Park Community Center parking lot for the weekly distribution of food to seniors. Currently, these donations are being transported to the City of St. Louis and U City seniors must travel there to receive them.
- Reinstatement of a picnic area for seniors at the park. Picnics were previously held by the tennis courts.
- Reinstatement of the bargain table and auction program whose proceeds were used to support senior activities.
- The return of a big screen TV purchased by seniors.

Beverly Ann Johnson, 6809 Olive, University City, MO

Ms. Johnson thanked everyone for their support and informed Councilmember Smotherson that she had the names and numbers of seven seniors who could not attend tonight's meeting and would like for him to contact them.

Joan Reynoso, St. Louis, MO

Ms. Reynoso stated although she lives in Vinita Park she and her husband participated in U City's senior activities. This group has become such close friends and since the program moved to the YMCA; which is a difficult commute for most of the seniors, the loss of activities and the special bond they all share has really hurt a lot of members. It's a wonderful atmosphere and her hope is that this administration will be able to keep some of the programs at the center on Pennsylvania so that even more seniors can participate.

I. PUBLIC HEARINGS

1. Zoning Text Amendment – Medical Marijuana (Bill 9385)

Mayor Crow opened the Public Hearing at 6:43 p.m., and hearing no requests to speak, the hearing was closed at 6:43 p.m.)

J. CONSENT AGENDA – Vote Required

1. Third Ward Community Booklet
2. Police Vehicle Purchase (4)
3. Brush Chipper Purchase

Councilmember Carr moved to approve all three items, it was seconded by Councilmember Smotherson and the motion carried unanimously.

K. CITY MANAGER'S REPORT

Mayor Crow stated his understanding is that there are a number of speakers who would like to provide comments on the Bills pertaining to the Olive/1-70 Project. And while anyone interested in expressing their opinion will be allowed to do so, he would like to note that the vast majority of the Bills listed under Unfinished Business are amendments to the original Bills. Therefore, the only actions that will take place tonight are the first reading and approval of these amendments. The actual vote will occur at the June 10th meeting.

L. UNFINISHED BUSINESS

1. **BILL 9370 - AN ORDINANCE DESIGNATING A PORTION OF THE CITY OF UNIVERSITY CITY, MISSOURI, AS A REDEVELOPMENT AREA; APPROVING THE OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT PLAN; AND MAKING FINDINGS RELATED THERETO.**

Councilmember Carr moved that Amended Bill Number 9370 in the City Council packet for this meeting be filed with the City Clerk as a substitute for the pending Bill Number 9370 and that Bill Number 9370 be amended accordingly, it was seconded by Councilmember Hales.

Citizen's Comments

Jan Adams, 7150 Cambridge Avenue, University City, MO

Ms. Adams stated there are so many legal weasel words and loopholes in the Revised Development Agreement being introduced tonight that she cannot cover them all in the five minutes allocated for her comments. So she will focus on the three most significant issues in an attempt to distinguish fact from fiction.

1. The revised agreement states, "*No eminent domain of owner-occupied single-family structures will be permitted, except as determined by the City Council in its sole and absolute discretion*". "*The City shall within thirty (30) days after the developer's request, authorize the initiation of condemnation proceedings,*" and "*the developer, as the City's agent, shall control all condemnation proceedings*". By signing off on this agreement, the City's elected representatives are abdicating their fiduciary duty to its residents and authorizing the developer to make life-changing decisions that will impact this entire community. Initially, the Mayor and Council stated that eminent domain would not be used for owner-occupied residences; a claim that has been repeated on numerous occasions throughout this process. However, when the developer was asked what he would do if a homeowner in the footprint of Costco refused to sell, he admitted that this development required the use of eminent domain.
2. The revised agreement also states, "*A third party is obligated to commence construction of either (i) a senior living facility, (ii) a movie theater, or (iii) a hotel*". However, that section goes on to say, "*Notwithstanding the foregoing, subject to the approval of the City Manager in his sole and absolute discretion the developer may substitute other commercial construction in lieu of one or all of the foregoing;*" i.e., senior living facility, theater or hotel. This means that in two weeks Council may vote to set up a system that is ripe for corruption and backroom dealing between the developer and the City Manager. The promise of these actual developments used to persuade citizens to support this takeover is fiction, but this Revised Development Agreement is a fact.
3. At his press conference, Mr. Rose stated that there would be more than \$32 million dollars in revenue for the City; an amount that cannot be found anywhere in this agreement. In fact, the revised agreement states, "*The developer has provided certain financial and other information to the City and its consultants*". "*The project data have changed and will further change*". "*The developer cannot and will not make any representation that the project data previously provided is currently true and accurate*".

Ms. Adams stated if Council votes to execute this agreement without any further amendments, then the Mayor and each member of Council will have betrayed the trust of their citizens. Therefore, she would urge Council to go back into negotiations and at a minimum, amend these three terms and any other errors or omissions that exist, and introduce an Amended Agreement at the next Council meeting. (*Ms. Adams submitted her written comments, along with excerpts from the Development Agreement highlighting the aforementioned quoted statements, and asked that they be made a part of the record.*)

Tom Sullivan, 751 Syracuse, University City, MO

Mr. Sullivan stated the proposed Costco Development at Olive/1-70, which will require a \$70 million dollar taxpayer subsidy, is unquestionably the worst thing this City has ever attempted. The values that have long been a part of this City; citizen participation; inclusion; diversity, and concern for all citizens, are being trampled on by City officials who seem obsessed with the need to destroy everything on 50 acres of land.

It is unconscionable to think about the hardships an approval of this development will create for so many home and business owners, as well as the irreparable harm it will cause to U City.

Citizens have been deceived; information has been covered up or withheld, and some residents have been harassed by City officials; including Mayor Crow, just for questioning the proposal. So it appears as though many of these decisions were made well before this proposal was ever made public by City officials who have demonstrated that they do not know what they are doing. Which clearly explains why there was a \$27 million dollar mistake made in the calculations. The fact that St. Louis is littered with failed developments based on developers promising millions of dollars of revenue and City officials foolish enough to believe them, should be all the evidence one needs. But even more compelling, is that no one outside of this City has had anything good to say about this development. And the headline that reads, "*U City's Big Box Plan Exemplifies all That Is Wrong,*" probably says it best.

Mr. Sullivan stated while U City officials want to tear down a thriving part of the City; a total of 70 homes, 58 apartment units, dozens of diverse businesses, two churches, and one school, the other end of the City is badly in need of attention. He recently counted 16 vacant storefronts in the U City portion of the Loop, and the list goes on and on. And where are all those crowds that the Loop Trolley was supposed to bring? The truth is that ridership declined by 30 percent last month. He stated the bottom line is that residents are going to see a unique portion of their City destroyed to make way for a development they don't even support; which is why it was never put on the ballot for a vote by the people.

Rosalind Williams, 7408 Chamberlain Avenue, University City, MO

Ms. Williams stated she is an enthusiastic supporter of the Olive/1-70 TIF, and therefore is happy to see that the Development Agreement will finally be voted on and hopefully, approved. As the co-founder of WITH, a non-profit advocate for inclusive mixed-income neighborhoods, Ms. Williams stated she has been involved with the Olive/1-70 project from its inception; a project formulated specifically to improve the housing market in the 3rd Ward. Unfortunately, the lack of explanations during public hearings, a clear vision, goal, and strategy for this neighborhood has resulted in excessive disagreements and turmoil throughout the community. A turnaround of the 3rd Ward will not happen just by spending monies on miscellaneous projects, which sadly, has been the approach in the St. Louis area for decades that has produced inconsequential changes in declining neighborhoods north of Olive and Delmar. So her hope is that her explanations will clarify some of the issues that were not clearly communicated at the recent press conference.

- The agreement with NOVUS does not reduce the amount of money available for the 3rd Ward.
- The TIF will have three separate projects funded with increments from the Olive Boulevard Project.
- The Development Agreement is only needed to allow NOVUS to use the \$70.5 million dollars of TIF funds.
- Although NOVUS will not be involved in the use of the \$15 million dollars, the City complicated this agreement by insisting on the inclusion of precautionary language that involved the developer's consent to finance the \$15 million dollars in the event the project falls short of the anticipated increments. This arrangement does not reduce the amount nor preclude the City from receiving the full \$15 million dollars for a successful TIF project. However, from her experience with a similar project, this arrangement is unnecessary.
- Other provisions in the agreement open up employment to U City residents; especially those in the 3rd Ward. However, there is a level of uncertainty regarding the implementation of this first opportunity employment initiative. That is something she hopes the City will vigorously pursue since it is one of the most direct benefits that will come out of this TIF.

Ms. Williams stated once this plan is approved, NOVUS will begin to acquire properties and start the relocation process, and if TIF funds are the only source of funding for housing

activities available to the City at the level needed to revitalize the 3rd Ward, and therefore, the primary reason for this project, she would urge Council to take the following action:

- Immediately begin to engage 3rd Ward residents and other stakeholders to create a strategic action plan for the neighborhoods involved in the use of TIF funds
- Immediately begin to make housing alternatives available for displaced residents
- Appoint someone familiar with the 3rd Ward housing market to work in conjunction with a relocation specialist to advocate for and facilitate the use of the City's housing relocation incentives

Patricia McQueen, 1132 George Street, University City, MO

Ms. McQueen stated she is an enthusiastic supporter of the Olive/1-70 Project because it is the type of redevelopment that will bring jobs and seed money to stabilize the housing stock in the 3rd Ward that has long been neglected.

In 2012 a *St. Louis Post Dispatch* article entitled, "A Taste of Asia on Olive," the reporter used the term "Unofficial China Town". And on April 18, 2019, a St. Louis MPR Story was posted entitled, "Business Owners in Unofficial China Town Remain in Limbo as U City Ponders New Development," used the same incorrect terminology; that a previous MPR reporter had used a year ago, along with an improperly scaled map of the redevelopment project entitled "The Olive Link" that depicted a larger version of the RP-1 site. The businesses at Olive and McKnight Boulevard are comprised of a Taiwanese restaurant, a Japanese restaurant, a Jamaican restaurant; two Vietnamese restaurants, and a Korean Food Mart. So one should be careful when using the terms "China Town" or "Unofficial China Town," because even though China Town has been defined as an area of the city where many Chinese people live and operate Chinese restaurants and shops, many Americans view it as an ethnic ghetto and place of exploitation by the internal Chinese-American business elite, or as a source of economic opportunity and aid for immigrants trying to adjust to a new environment. And while U City clearly supports the second half of the definition, there is no census data which demonstrates that they live in the areas surrounding those businesses. But in spite of the fact that reporters and opponents of this project have called the two retail strips at Olive and McKnight China Town, the correct site is further east on Olive at 81st Street where two Asian supermarkets and China Town Square currently exist. And while this area will not be directly impacted by the Olive/1-70 Project, she does believe there will be an indirect enhancement of the economic opportunities for this area.

Ms. McQueen stated one opportunity to enhance this area could start with dialogue between the new Director of Economic Development and the international businesses along Olive to create an Economic Development Plan similar to Chicago's 2014 Vision Plan for Chinatown that could bring new businesses to the future American/Asian Mall; according to Coldwell Banker, and truly be an economic engine for the region. *(Ms. McQueen asked that her written comments, along with photographs of the International Business District, be made a part of the record.)*

David Harris, 8039 Gannon, University City, MO

Mr. Harris stated overall concerns about economics, employment, engagement, and equity are still not adequately addressed or explained in the Revised Development Agreement, which appears to benefit the developer and the primary occupant, Costco, more than the citizens of U City. But because he will be unable to express all of his concerns in the time allotted, they will be addressed in an email to Council and made public when possible.

1. The Revised Agreement was made available to the public via the City's website on May 17th. However, the fourth revision of the Redevelopment Plan dated April 18th, and the updated Cost-Benefit Analysis for each area, dated May 9th, were not on the City's website and were not made public until the agenda packets were distributed for

tonight's meeting, which by the way, included no details regarding changes from the previous analysis. Why were these documents not made available for a timely review by the public? Maybe the City's administration did not provide them because of this troubling addition to the agreement. New paragraph 8.1(f) states, "*The City cannot and will not make any representations that such analyses were or are true or accurate*". How can you agree with a clause which essentially states that Council and the residents of this City cannot rely on any of the numbers that have been provided? Clearly, you have to rely on something, so he has used the numbers represented in the agreement.

2. In February, Mr. Harris stated he explained how the promise of \$10 million dollars for the 3rd Ward; the promise of \$5 million dollars for the Olive Business Corridor, and the need for \$9 million dollars for public safety would use up all of the available City tax revenue from the project over 23 years; roughly \$27.5 million dollars. That explanation has not been refuted and the revised agreement does not address this lack of additional revenue.
3. The agreement commits the City to issue TIF notes to reimburse the \$3 million dollar advance payment and use City revenue to pay the bonds that will likely replace the notes. But can you legally obligate the City's revenue to pay notes or bonds without a vote of the people? Funders will be requesting legal opinions from the City Attorney and bond counsel that payment is duly and properly authorized and approved. Therefore, Council and this administration should receive the same sort of opinions prior to exercising a vote, and those opinions should be made public.
4. The TIF Commission approved a tax subsidy of \$70.5 million dollars. The TIF note commitment for the advanced payment increased the subsidy by \$3 million dollars to \$73.5 million dollars, and Sections 2.2 and 2.3 of the agreement may increase that amount by even more. Amended Bills 9370 through 9373, and 9379 states, "*The amendments to the Redevelopment Plan did not affect the maximum TIF assistance under the Redevelopment Plan, and accordingly, made be approved under the TIF Act without further involvement of the TIF Commission*". However, the agenda item cover for each of these Bills ignores the increase, and as a result, they are no longer accurate. Therefore, it appears as though the TIF Commission should be reinstated to address this issue.
5. In Paragraph 5.1(d) the City is demanding that \$15 million dollars be held back from NOVUS unless three key conditions are met. But while the hold-back makes sense, the provision which states that the City Manager shall have sole discretion to approve changes to those conditions is troubling. No single, unelected official should have that authority and he does not understand why Council would allow that to occur.
6. Everywhere the phrase "*end-user of the north phase anchor site*" appears is likely a reference to Costco; which means they have been allowed to negotiate additions to the agreement. The most disturbing addition is Paragraph 3.9(b)(3), where Costco is being exempted from the minority contractor and workforce requirement. Since the requirement is already at a bare minimum, why should Costco be allowed to further weaken this benefit by their desire to be exempt?
7. There are two new clauses in the agreement that attempt to exhibit benefits to the residents, but they need improvements.

Mr. Harris stated he is troubled by the fact that Costco has been allowed to be a party to this agreement behind the scenes before publicly identifying themselves to this community.

This is even more disturbing when you take into account that many of the questions, recommendations, and concerns that have come from citizens; who have identified themselves, have not been answered or addressed publicly by members of Council or this administrator, despite their written and spoken requests. That failure to respond is not transparency, and it is not engagement. Citizens need more than 5 minutes to speak to or discuss the details of this agreement. Costco and NOVUS have had plenty of time, and so should the residents of U City. *(Mr. Harris asked that his written comments be made a part of the record.)*

Kathy Straatmann, 6855 Plymouth Avenue, University City, MO

Ms. Straatmann stated as a new member of the Senior Commission she would like to encourage the City to continue their efforts to develop a first-class program for the senior citizens of U City.

As a fervent supporter of the Olive/1-70 Project, Ms. Straatmann stated she would like to make several requests: (1) that Council work to establish a plan for the use of monies anticipated by this development, and (2), that the plan include a mode of oversight; in addition to the City Manager, to ensure that everything promised to the 3rd Ward, goes directly to the 3rd Ward.

Yvette Liebesman, 7570 Cornell Avenue, University City, MO

Ms. Liebesman stated she wonders if the people speaking against this proposal actually dislike their neighbors, or dislike the members of this Council so much that it has clouded their vision with respect to how this project could benefit their neighbors. Because when she looks at this plan she sees living wages with benefits that will allow parents to make enough money from one job so they can have dinner with their kids and see them off to school in the mornings. But perhaps, her vision is reminiscent of a time when she did not have the option to do either of those two things.

At every one of its stores, Costco employs between 200 to 300 full-time workers in addition to part-time and seasonal workers and offers an above-average starting salary, health insurance, and educational assistance. This one store alone would employ more people than all of the existing businesses in this area. Then there's a supermarket in the plan, which on average, employs 75 to 150 people. Hotels employ 8 to 10 people for every ten rooms, and there's also the possibility for additional stores and food courts. A conservative estimate of 500 new jobs would make U City a place that attracts people to live and work here; enhance the opportunities for those who live in nearby communities, and allow our high school and college students to walk or bike to their part-time jobs.

Ms. Liebesman stated while she certainly understands that contract language can be confusing, but whether it's in this agreement or not, cities generally have at their sole discretion the power to exercise eminent domain within the limits set forth by the State and the U.S. Constitution.

Aren Ginsberg, 430 West Point Court, University City, MO

Ms. Ginsberg thanked Council for taking the time to listen to everyone who spoke tonight about the proposed redevelopment at Olive and 1/170. But after more than a year of hearings and meetings, it is clear that the majority of U City residents want an economic engine like Costco to provide jobs, an infusion of revenue for their community, funding to stabilize Ward 3 and upgrade infrastructure along the Olive International Business District. And she is here tonight to assert that she is a member of that majority.

Voice vote on the motion to approve carried unanimously.

Bill Number 9370, as amended, was read for the first time.

2. **BILL 9371** - AN ORDINANCE APPROVING A REDEVELOPMENT PROJECT FOR REDEVELOPMENT PROJECT AREA 1 OF THE OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT AREA; ADOPTING TAX INCREMENT FINANCING WITH RESPECT THERETO; AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS.

Councilmember Smotherson moved that the Amended Bill Number 9371 in the City Council packet for this meeting be filed with the City Clerk as a substitute for the pending Bill Number 9371 and that Bill Number 9371 be amended accordingly. It was seconded by Councilmember Carr and the motion carried unanimously.

Bill Number 9371, as amended, was read for the first time.

3. **BILL 9372** – AN ORDINANCE APPROVING A REDEVELOPMENT PROJECT FOR REDEVELOPMENT PROJECT AREA 2 OF THE OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT AREA; ADOPTING TAX INCREMENT FINANCING WITH RESPECT THERETO; AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS

Councilmember Carr moved that Amended Bill Number 9372 in the City Council packet for this meeting be filed with the City Clerk as a substitute for the pending Bill Number 9372 and that Bill Number 9372 be amended accordingly. It was seconded by Councilmember Hales and the motion carried unanimously.

Bill Number 9372, as amended, was read for the first time.

4. **BILL 9373** - AN ORDINANCE APPROVING A REDEVELOPMENT PROJECT FOR REDEVELOPMENT PROJECT AREA 3 OF THE OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT AREA; ADOPTING TAX INCREMENT FINANCING WITH RESPECT THERETO; AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS.

Councilmember Cusick moved that Amended Bill Number 9373 in the City Council packet for this meeting be filed with the City Clerk as a substitute for the pending Bill Number 9373 and that Bill Number 9373 be amended accordingly. It was seconded by Councilmember Smotherson and the motion carried unanimously.

Bill Number 9373, as amended, was read for the first time.

5. **BILL 9379** - AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT AND DISTRICT PROJECT AGREEMENT IN CONNECTION WITH THE OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT PLAN.

Councilmember Hales moved that Amended Bill Number 9379 in the City Council packet for this meeting be filed with the City Clerk as a substitute for the pending Bill Number 9379 and that Bill Number 9379 be amended accordingly. It was seconded by Councilmember McMahan and the motion carried unanimously.

Bill Number 9379, as amended, was read for the first time.

6. **BILL 9385** – AN ORDINANCE AMENDING CHAPTER 400 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, RELATING TO ZONING, BY AMENDING SECTIONS 400.030; 400.510; 400.570; 400.620; 400.630 AND ADDING DIVISION 15 TO ARTICLE V OF CHAPTER 400 (ZONING CODE) THEREOF, RELATING TO MEDICAL MARIJUANA REGULATIONS; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY. Bill Number 9385 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

7. **BILL 9386** – AN ORDINANCE AMENDING SCHEDULE III, TABLE III-B OF THE TRAFFIC CODE RELATING TO TWO-HOUR PARKING ZONES. (7300 Forsyth Blvd.) Bill Number 9386 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

M. NEW BUSINESS
RESOLUTIONS

BILLS

N. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
Councilmember Smotherson reminded everyone that the Starlight Concerts start next Monday, June 3rd at Heman Park.

Councilmember Clay stated the Senior Commission met last Monday, where much of the conversation was devoted to debriefing the Celebration of Older American's Event. He stated this was a great event for seniors that was well attended by the entire community.

Conversations also focused on Aging Ahead and the plans going forward, so he is pleased to see the vast number of seniors who came out tonight advocating for that program. This move was put in motion by Aging Ahead, so the City was just as surprised as everyone else by these changes. Nevertheless, the City Manager, Mr. Dunkle himself, and Councilmember Smotherson, are working hard to do whatever they can to turn this into a positive situation.

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

O. CITIZEN PARTICIPATION (continued if needed)

Leif Johnson, 836 Barkley Square, University City, MO

Mr. Johnson stated there is an elephant in this room and if you look around you might find it. Because after reading the remarks by advocates of the Freeholder Plan, his belief is that it contains nothing different from Rex Sinquefield's plan. Here are a few excerpts;

- Harold Sanger, the former Mayor of Clayton said, *"Now that Sinquefield is failing it is incumbent upon the leaders of our region to have a Plan B, an appropriate alternative to Better Together would be to adopt the best elements of their proposal that pushes to a better place to live and do business and build from there"*.
- Another former Mayor of Clayton and former Executive Director of the St. Louis County Municipal League said in a letter to the *Post Dispatch* on 5/17, *"They wish to reform local governance,"* which as defined in Webster's International Dictionary, means political control. They advocate changing the economic and social trajectory of the region, but that's exactly what Sinquefield promised. They go on to say, *"Not to be overlooked however, Better Together deserves great credit for placing the issue of regional governance reform on the public agenda. The demise of the Better Together Proposal does not mean that the problems it claimed to address are going away. And those problems will continue to worsen over time"*.

Unemployment, under-employment; especially for minorities, drug saturation in both the City and County with accompanying crime, inadequate health care for the poor, exorbitant drug prices, unfunded education systems; especially for minorities, and a cultural collapse sponsored by movies, television and horrendous video games glorifying violence, sadism and brutality, those are the real problems.

- Q.** Did they think that governance would solve these problems?
- Q.** Did they think that abolishing local governments would solve these problems?
- Q.** Did they think that a financial dictatorship would solve these problems?
- Q.** Did they think that building a soccer stadium, convention center, marina, sports complexes, hotels, privatizing the airport, or any of the other revitalization efforts suggested would cure these problems?
- Q.** Did they think that uniformed building codes would solve these problems?

Mr. Johnson stated the Anglo-American financial elite who created the bubble know the bubble requires nourishment. As it grows it requires ever-increasing amounts of new debt to satisfy its needs. We learned from 2008, that no-income/no-asset mortgages do not adequately feed a bubble. Far better food is government debt because it is backed by taxation of the people. People can default on mortgages, but they must pay their taxes. City/County governance provides a 1.3 million person tax base to float billions in new bonded debt. The hungry market awaits.

P. COUNCIL COMMENTS

Councilmember Smotherson thanked Rosalind Williams for her statement and expressed his appreciation to all of the seniors who came out tonight; your numbers truly show how concerned you are. The statement made tonight essentially indicates to the City, and all involved, just how much this program means, and the real need for keeping it at the Community Center Monday through Thursday. But when all is said and done, he believes that Aging Ahead and their employees should be held accountable for the harm they caused to this City and its senior population.

Mayor Crow thanked everyone for making the Annual Memorial Day Run for the library a

success. He stated that he would also like to take this moment on behalf of himself and his colleagues, to thank everyone in this room who had a parent, grandparent, or child who served in the military for their commitment and sacrifice to this country.

- Q.** Motion to go into a Closed Session according to Missouri Revised Statutes 610.021 (1): legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives or attorneys and (3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded, and (13) Individually identifiable personnel records, performance ratings or records pertaining to employees.

Councilmember McMahon moved to go into a Closed Session, it was seconded by Councilmember Clay.

Roll Call Vote Was:

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

Nays: None.

R. ADJOURNMENT

Mayor Crow thanked everyone for their attendance and closed the Regular Session of the City Council meeting at 7:36 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 7:55 p.m.

LaRette Reese
City Clerk

Council Comments – May 28, 2019

I rise to address the revised Development Agreement (DA) being introduced tonight and to distinguish fact from fiction. There are so many legal weasel words and loopholes in this DA that I cannot cover them all in the 5 minutes that I have. So, I will focus on the 3 more significant issues. If this Council votes to execute this Agreement, without any further amendments, than the Mayor and each Council member will have betrayed the trust s/he has asked of our citizens.

The 3 betrayals relate to 1) the use of Eminent Domain, 2) the actual developments that have been dangled to persuade our citizens to support this takeover and 3) the projected revenue stream for the City. I am attaching to these written comments the excerpts from the DA that I reference and have highlighted the quoted language.

First, on the issue of Eminent Domain, although the proposed Agreement highlights the phrase, "...no eminent domain of owner occupied single-family structures will be permitted..." there follows this phrase, "...except as determined by the City Council in its sole and absolute discretion...", see p.13, 3.1(b) of the DA, exhibit attached. That phrase is NOT highlighted. And then at section (2), the Agreement reads, "...the City *SHALL* (emphasis added), within 30 days after the Developer's request, authorize initiation of condemnation proceedings ..." and "the Developer as the City's agent, shall control all condemnation proceedings". By signing off on this Agreement, our elected representatives are abdicating their fiduciary duty to us and authorizing the developer for a Costco to make life changing decisions for our neighbors.

The Mayor and other Council Members' initially stated that eminent domain will not be used for owner-occupied residences, period. However, at the first public meeting, I asked the Developer what he would do if a homeowner in the footprint of Costco refused to sell. Would he walk away or would he ask the City to condemn the property? The personal lawyer for our Council Members, Gerry Greiman, who mysteriously became the Chair of the TIF Committee tried to shut me down at that meeting, claiming I was just engaging in political theater. But I persisted and the Developer admitted that this development requires the use of eminent domain.

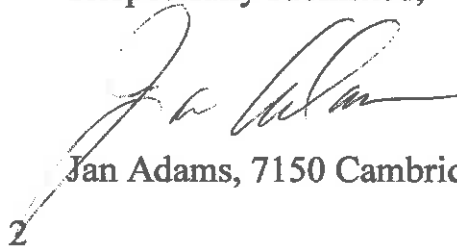
I waited to see if the Mayor and Council would repeat their promises of no Eminent Domain for owner-occupied residences and they did on numerous occasions. So there is no legitimate justification for this Council now to sign this Agreement. This is a blatant betrayal of trust.

Second, The Agreement reads, "...a third party is obligated to commence construction of either (i) a senior living facility... a movie theatre...a hotel...? But then astonishingly that sections goes on to read, "...notwithstanding the foregoing, subject to the approval of *the City Manager, in his sole and absolute discretion, the Developer may substitute other commercial construction* in lieu of ..." pg. 24, (d) (1). Let me repeat this term. The City Manager has the sole and absolute discretion to allow the Developer to avoid providing us with **any** of those three facilities. This Council may vote in 2 weeks to set up a system that is ripe for corruption and back-room dealing between the Developer and the City Manager. Again, the promises are fiction, the DA is a fact. And, again, this Council plans to abdicate their fiduciary to us because it authorizes the City Manager to make back-room deals.

Third, Mr. Rose stated at his press conference that there will be "more than \$32Million" revenue for the City. I challenge him to publish where that amount is included anywhere in this revised Agreement. His statement is demonstrably a fiction. In fact, the proposed DA states, "The Developer has provided certain financial and other information...to the City...the Project Data have changed and will further change...*the Developer cannot and will not* make any representation that the Project Data previously provided is currently true and accurate." p. 43 (g). Here, the Developer is giving us a fact, but this Administration is dealing in fiction.

I urge this Council to go back into negotiations and amend at least these 3 terms, and any other errors and omissions that exist, and then introduce an amended DA at the next Council meeting. If you vote on this current DA, there will be no way to justify your betrayal.

Respectfully submitted,



Jan Adams, 7150 Cambridge Ave.

Bill 9379

Clean Exhibits: Redevelopment Agreement

REDEVELOPMENT AGREEMENT

between the

CITY OF UNIVERSITY CITY, MISSOURI,

and

U. CITY, L.L.C.

and

U. CITY TIF CORPORATION

dated as of

2019

**OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION
REDEVELOPMENT PLAN**

RPA 1 REDEVELOPMENT PROJECT

ARTICLE III

OWNERSHIP OF THE PROPERTY; SCHEDULE; CONSTRUCTION OF REDEVELOPMENT PROJECT; CITY APPROVALS

3.1. Ownership and Acquisition of Property.

(a) *Control of Property.* As of the date of this Agreement, the Developer represents that it has acquired or has valid, enforceable options to acquire the fee title to [54] parcels within RPA 1. The Developer shall have the right to encumber its interest in the Property concurrently with the acquisition of the Property.

(b) *Acquisition of Property.* The Developer will continue its efforts to acquire the Property by negotiation. If the Developer is unable to acquire the Property by negotiation, it may request in writing that the City initiate condemnation proceedings for the acquisition of one or more of those parcels. Failure to acquire title or valid enforceable options to acquire title to the Property or request that the City initiate condemnation proceedings for the Property within 12 months after the date of this Agreement will result in the automatic termination of this Agreement; provided, however, the City Council may, in its sole discretion, extend such date by resolution. Notwithstanding the time limit set forth in the preceding sentence, the parties acknowledge and agree that condemnation may be required to clear title on certain parcels or condemn easements and that the Developer may request that the City initiate condemnation proceedings pursuant to subsection (c) below for the purpose of clearing title or condemning easements more than 12 months after the date of this Agreement. Notwithstanding any provision of this Agreement to the contrary, no eminent domain of owner-occupied single-family residential structures will be permitted, except for the purposes of clearing title or condemning easements, except as determined by the City Council in its sole and absolute discretion.

(c) *Condemnation Proceedings.*

(1) Before the City authorizes the initiation of condemnation proceedings for any parcel of Property, the Developer shall:

(A) if so requested by the City Manager within 15 days after the Developer's request for condemnation, use reasonable efforts to arrange a meeting between the applicable property owner and the City Manager within 15 days;

(B) provide such evidence as the City Attorney or special counsel retained by the City may reasonably require demonstrating that the jurisdictional and statutory prerequisites necessary for the initiation of such condemnation proceedings, including the requirement to negotiate in good faith, have been satisfied; and

(C) provide the City, acting through the City Attorney or special counsel retained by the City, the right to inspect any documentation relating to the Developer's efforts to acquire the parcel or parcels, which are to be part of the proceeding, and to set reasonable requirements regarding further documentation from the Developer.

(2) Subject to the foregoing, the City shall, within 30 days after the Developer's request, authorize the initiation of condemnation proceedings by causing petition(s) to be filed in the St. Louis County Circuit Court. Except as otherwise provided in this Agreement or as may be provided by law, the Developer, as the City's agent, shall control all condemnation proceedings and shall diligently prosecute all such proceedings; provided, however, that the selection of

Advance Amount when the Developer pays, or causes to be paid, the RPA 2/3 Advance Amount pursuant to Section 2.3(a).

(c) *Conditions Precedent to Issuance/Endorsement of Remaining TIF Notes.* The TIF Notes in excess of the RPA 2/3 Advance Amount shall not be issued/endorsed until the following occur:

(1) the Developer has acquired, or simultaneously with the issuance of the TIF Notes will acquire, at least 14 acres of Property in the North Phase and at least 10 acres of Property in the South Phase;

(2) evidence that the Developer has closed or, simultaneously with the issuance of the TIF Notes, will close, on the private financing for the Initial Work, which includes not less than a 10% equity investment in the form of cash or cash equivalent;

(3) a Minority Contractor/Workforce Agreement reasonably acceptable to the City and the Developer has been executed, and the consultant identified in the Minority Contractor/Workforce Agreement has approved the Developer's or general contractor's utilization plan;

(4) the Developer has agreed in writing to the terms of the U City First Hiring Initiative described in Section 3.9(c); and

(5) the City has approved the Note Ordinance.

Within 10 days after the above requirements have been satisfied and the acceptance by the City of a Certificate of Reimbursable Redevelopment Project Costs, the City shall issue the TIF Notes, or endorsements to outstanding TIF Notes, subject to the limitations of Article IV and this Section, and the Developer shall be deemed to have advanced funds necessary to purchase such TIF Notes and the City shall be deemed to have deposited such funds in the Project Fund and shall be deemed to have reimbursed the Developer in full for such costs from the amounts deemed to be on deposit in the Project Fund from time to time.

(d) *Holdback.* The principal amount of the TIF Notes shall not be endorsed above \$55,500,000 plus Issuance Costs until:

(1) the Developer provides evidence to the reasonable satisfaction of the City Attorney or special counsel retained by the City that the Developer has entered into lease agreements or sale contracts pursuant to which (A) a third party is obligated to commence construction of either (i) a senior living facility of not less than 60,000 square feet or (ii) a movie theatre of not less than 35,000 square feet in the South Phase within 24 months after the Developer acquires the Property upon which the senior living facility or movie theatre will be located, (B) a third party is obligated to commence construction of a hotel of not less than 60 rooms in the South Phase within 24 months after the Developer acquires the Property upon which the hotel will be located, and (C) the Developer is obligated to commence construction of not less than 20,000 square feet of additional commercial space in the South Phase within 12 months after the Developer acquires the Property upon which tenants will be located; provided, however, notwithstanding the foregoing, subject to the approval of the City Manager in his sole and absolute discretion, the Developer may substitute other commercial construction in lieu of one or all of the foregoing; and

and performance by the Developer of this Agreement, except for certain consents required by the current owners of the Property in connection with the sale of the Property and other consents that must be secured subsequent to the execution of this Agreement.

(d) *No Default.* No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument related to the Developer's ability to perform pursuant to this Agreement to which the Developer is a party or by which the Developer is or may be bound.

(e) *Authority.* The Developer has been authorized to execute and deliver and perform the terms and obligations of this Agreement. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

(f) *Compliance with Laws.* With respect to its ability to perform pursuant to this Agreement, the Developer is, to its knowledge, in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(g) *Accuracy of Project Data.* The Developer has provided certain financial and other information regarding the RPA 1 Redevelopment Project (the "Project Data") to the City and its consultants. The parties agree that project costs, project rents and other financial information included within the Project Data have changed and will further change as the RPA 1 Redevelopment Project evolves from concept to completion, and such changes may be material. Accordingly, the Developer cannot and will not make any representation that the Project Data previously provided is currently true and accurate. Nevertheless, the Developer represents that (1) the most recently supplied Project Data was, to the Developer's knowledge, developed and provided in good faith and (2) to the Developer's knowledge, the Concept Site Plan set forth as Exhibit B, attached hereto and incorporated herein by reference, is a good faith representation of the uses that the Developer will endeavor to locate on the Property and the Project Budget set forth as Exhibit H, attached hereto and incorporated herein by reference, is a good faith representation of the Developer's estimate of the anticipated development costs. The Developer further acknowledges and agrees that the City has made no representations regarding the accuracy of any financial analyses prepared by the City's consultants and that, accordingly, any inaccuracy in such analyses (whether known now or discovered later) shall not excuse the performance of any of the Developer's obligations under this Agreement.

8.3. Community Children Service's Fund. The City and the Developer acknowledge that, in compliance with the Missouri General Assembly's intent expressed in Section 67.1776 of the Revised Statutes of Missouri, as amended, tax increment financing within RPA 1 will not capture any of the Community Children's Services Fund sales tax revenues, and neither party will institute a claim or challenge under the TIF Act asserting otherwise.

[Remainder of Page Intentionally Left Blank]

Rosalind Williams, 7408 Chamberlain Avenue, University City, MO

Comment made at the May 28, 2019 City Council Meeting re: Redevelopment Agreement between NOVUS and City of University City.

I am an enthusiastic supporter of the Olive/I-170 TIF and happy to see that the TIF Redevelopment Plan, Projects and the Agreement with the developer will finally be voted on and hopefully approved.

As a co-founder of WITH, a non-profit advocate for inclusive mixed income neighborhoods, we have been involved with the Olive/I-170 redevelopment from inception. This project was formulated specifically to improve the housing market in Ward 3. There has been excessive disagreement and turmoil throughout the community towards this project due to lack of clarity in the presentation and explanations from the city. I blame this on the lack of a clear vision, goals and strategies that would be included in an action plan for the 3rd ward neighborhoods.

A third ward turnaround will not happen just by spending monies on miscellaneous programs and projects. Unfortunately, this has been the approach in the St. Louis region for decades and has produced inconsequential changes in declining neighborhoods north of Delmar/Olive. I urge City Council to begin immediately to engage third ward residents and other stakeholders to create a strategic plan for the neighborhoods and the use of the TIF funds. TIF funds are the only source of funds for housing activities available to the city at the level needed to revitalize the 3rd ward, and therefore, the primary need for this TIF project.

I am happy to see that other provisions in the agreement with the developer will open up employment for University City residents, especially those who live in the third ward. However, I am disappointed with the level of uncertainty regarding implementation of the First Opportunity Employment Initiative. I hope the City will pursue this initiative aggressively, since it is one of more direct and significant benefits to come out of the TIF project:

Once the TIF Redevelopment Plan and Agreement are approved, NOVUS will begin to acquire properties and begin relocation. The City should immediately begin to make viable housing alternatives available for displaced residents. The city should appoint someone familiar with the third ward housing market to work in conjunction with the relocation consultants to advocate for and facilitate the use of the City's housing relocation incentives.

On another subject, I was involved in the negotiations with Novus until the city began discussions on funding alternates. I don't think the TIF Plan vs. the agreement with NOVUS is understood by the community or the press. The agreement with Novus is not reducing the amount of money going to the 3rd Ward. This TIF will have three separate projects funded by the increment from the RPA1 project. A development agreement is only needed with NOVUS for the \$70.5 million of TIF funds. Novus is not involved in the use of the \$15M. However, U City complicated the agreement by insisting on an additional deal with the developer involving the financing of the \$15 million in the event the TIF increment falls short. This arrangement does not reduce the amount nor preclude getting the full \$15,000,000 from a successful Olive/I-170 project. From my experience with a similar TIF in Kirkwood, this arrangement is unnecessary, but is included as a precautionary supplement by the city.

I hope this explanation clarifies what wasn't communicated very well at the recent press conference, judging by opposite reporting in the newspapers and as discussed on social media.

Thank you for your attention.

Rosalind Williams

TO: University City Council

FROM: Patricia McQueen, resident, 1132 George Street, 3rd Ward, University City, MO 63130

SUBJECT: University City “unofficial” Chinatown clarification pertaining to the I-170 & Olive Redevelopment Project

Good evening, Mayor Crow, City Council public officials, City Manager Rose, media sources and fellow residents in this Council Chamber.

First, I am an enthusiastic supporter of the Olive/I-170 TIF Redevelopment Plan and Agreement. For me, the redevelopment plan is not about just bringing a Costco store closer to me for shopping: it’s about a redevelopment project that will bring jobs and seed money to stabilize the housing stock in the Third Ward that has long been neglected.

On April 18, 2019, an St. Louis NPR story was posted entitled, “*Business Owners In ‘Unofficial Chinatown’ Remain in Limbo as U City Ponders New Development*”. The reporter used the same terminology, “unofficial Chinatown”, that another NPR reporter used a year ago on April 23, 2018 and used the same wrongly scaled map of the redevelopment project entitled “The Olive Link” that shows a larger RP1 site. In the year 2012, a St. Louis Post Dispatch news story entitled “*A taste of Asia on Olive*”, also used the same incorrect terminology in its first paragraph.

Even though some media reporters and opponents to the redevelopment project have called the two retail strips at Olive and McKnight, “Chinatown”, the correct site is further east on Olive around 81st Street. Two large Asian supermarkets (Olive Supermarket and Seafood City Supermarket) face each other on Olive and draw customers from around the region. Seafood City Supermarket lies on a site that could be a future American-Asian Mall according to the Coldwell Banker sign. The middle portion of the site is vacant and used to be a Target store back in the 1970s and 80s. On the southern side of Olive Street and west of 81st street is a retail strip mall that is entitled ***China Town Square***. The retail strip is home for various Chinese restaurants and small businesses. The restaurants, *Wonton King* and *Cate Zone Chinese Café*, draw customers from around the region and are extremely popular with Washington University students and are always full. The two Asian supermarkets and the ***China Town Square*** retail strip are where the true unofficial Chinatown reside. The area around Olive and 81st Street will not be directly affected by the Olive / I-170 Redevelopment Agreement.

The retail strips around Olive and McKnight Blvd. that the media incorrectly labeled “unofficial Chinatown” are not composed of predominately Chinese businesses: one is Taiwanese, two are Vietnamese, one is Japanese, one is Jamaican, and one is a Korean food market.

One should be careful when using the terminology "Chinatown". American Chinatowns have been viewed in two ways: Online Quote <http://immigrationtounitedstates.org/418-chinatowns.html> , *"American Chinatowns are viewed by some as ethnic ghettos and places of exploitation by an internal Chinese American business elite and by society as a whole. Others see [Chinatowns] as a source of economic opportunity and an aid in adjusting to a new environment for newly arrived Chinese."* Chinatowns have been defined as an area of a city where many Chinese people live and where there are a lot of Chinese restaurants and shops. University City clearly supports the second half of the definition pertaining to the restaurants and shops but there is not census tract data proof that many Chinese people live in the area surrounding those restaurants and shops.

I see the Chinese businesses in the "unofficial Chinatown" area around Olive and 81st Street as a source of economic opportunity for the municipality and the region. I also see the Olive/ I-170 Redevelopment project as enhancing, indirectly, the economic opportunity for that area.

In closing, I wish the media reporters and the opposition would get their facts straight about the international businesses on Olive. "Chinatown" is not where they say it is, economically speaking. NPR should also stop using the wrongly scaled "Olive Link" map as the one representing the Olive /I-170 Redevelopment Project. I hope the new University City Economic Development Director will start to engage and speak with the international businesses along Olive. Maybe an economic development plan like the drafted Chicago's 2014 Chinatown Vision Plan could be developed for the American-Asian Mall and enlarge and enhance the Chinese business hub in University City that could truly be an economic engine for the region.

Respectfully submitted,

Patricia McQueen

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Statement to University City Council about Olive-170 Redevelopment Project
May 28, 2019

Good evening. My name is David Harris. My address is 8039 Gannon. I am here to speak about the proposed Olive-170 Redevelopment Project and the revised Redevelopment Agreement. [References to the agreement are to the redlined version that was posted to the City website on May 17 and that is in tonight's Agenda Packet on pages L-5-8 to L-5-104].

Overall, concerns about economics, employment, engagement, and equity are still not adequately addressed or explained by the revised agreement. The revised agreement appears to benefit the developer, Novus, and the primary occupant, Costco, more than us, the citizens of University City. There are two new clauses that try to benefit us, but those clauses need improvement.

I will not be able to cover all these topics and the many specific concerns about the agreement in the five minutes that I have. What I cannot cover now I will send by email to you in the next few days and I will make public when possible. Later in my comments I will explain some reasons I think citizens should have more time than just five minutes of public comment to try to discuss the agreement with you, and I hope you agree.

The revised agreement was made available to the public on the City website on May 17. However, the fourth revision of the Redevelopment Plan, dated April 18, 2019, and the updated Cost-Benefit Analysis for each area, dated May 9, 2019, are not on the City website and were not made public until the agenda packet for tonight's meeting was released [on pages L-1-26 to L-1-162 and L-1-163 to L-1-258], and they were released without any details about changes from previous analyses.

Why were the revised plan and revised cost-benefit analyses not timely made available for review? Maybe City Administration did not care about providing them because of one of the troubling additions to the agreement. I call your attention to new Paragraph 8.1(f) [on page 44], which states, "The City cannot and will not make any representations such analyses were or are true or accurate." How can you agree with this clause, saying that you, and we, cannot rely on any numbers that are given?

Well, I have to rely on something, so I am still going to use them.

In February, I explained how the promise of \$10 million for Ward 3, the promise of \$5 million for the Olive Business Corridor, and the need for \$9 million for public safety would use up all of the available City tax revenue from the project over 23 years, which may be \$25.7 million. My explanation has not been refuted. The agreement does not address this lack of additional revenue, and now highlights several more issues. I only have time for two of those issues.

First, the agreement commits the City to issuing TIF Notes to reimburse the \$3 million advance payment and then using City revenue to pay the notes, or to pay the bonds that will likely replace the notes. Can you obligate City revenue to pay notes, or to pay bonds, without a vote of the people? Funders will be requesting legal opinions from the City Attorney [John J. Mulligan, Jr.] and Bond Counsel [Gilmore & Bell or other City selected counsel] [for both, see Article 1 on page 4] that payment is duly and properly authorized and approved. You should receive the same sort of opinions now, and the opinions should be made public.

Second, the TIF Commission approved a tax subsidy of \$70.5 million. The TIF Note commitment for the advance payment increases the subsidy by \$3 million, to \$73.5 million, and Sections 2.2 and 2.3 of the agreement [on pages 11-13] may increase the subsidy more. Therefore, it appears the TIF Commission needs to be re-involved. Amended Bills 9370 through 9373 that are on tonight's agenda state, "the amendments to the Redevelopment Plan did not affect the maximum [TIF] assistance under the Redevelopment Plan . . . and accordingly, may be approved under the [TIF] Act without further involvement of the TIF Commission." [See Agenda Packet L-1-6 and L-1-16, L-2-6 and L-2-12, L-3-6 and L-3-12, and L-4-6 and L-4-12]. However, the Agenda Item Cover for each bill, and for Bill 9379, ignores the increase, and the bills are no longer accurate.

In Paragraph 5.1(d) [on page 25], the City is still holding back \$15 million from Novus unless three key conditions are met. The holdback makes sense. However, now added is that the City Manager has sole discretion to approve changes to those conditions. No single unelected official should have that authority, and I do not understand why you would allow it.

Costco has negotiated additions to the agreement. Everywhere the phrase "end-user of the North Phase Anchor site" appears is likely a Costco clause. There are eight such clauses and several more that are probably related to them. The most troubling addition is Paragraph 3.9(b)(3) [on page 20], where Costco is exempted from the Minority Contractor and Workforce requirement. The requirement is already a bare minimum. Why would you allow Costco to be exempt, further weakening that benefit?

I'm disturbed, and I think you should be disturbed, that Costco is being allowed to work on this agreement behind the scenes, before Costco is publicly identifying itself. [Note: Costco is now identified by name and retail sales amount in Table 7 of the new Cost-Benefit Analysis]. Moreover, very few of the many specific questions, recommendations, and concerns that have come from citizens, including me, who are identifying ourselves, have been ^{Not} answered or addressed publicly by Council members or City Administrators despite numerous written and spoken requests. That failure to respond is not transparency and it is not engagement. We need more time than just chunks of five minutes to speak to discuss with you the details of this agreement. Costco and Novus have that time. So should we.

I would appreciate my comments being included with the minutes of this meeting. Thank you.

U City, City Council Testimony: 5-27-19
Leif Johnson, 836 Barkley Square, U. City,
leifjohnson@hushmail.com ; 725-5429

Having read remarks by advocates of the Freeholder Plan, I believe it is no different from Sinquefield's.

For example, Harold Sanger, the former mayor of Clayton said, now that Sinquefield is failing, "It is incumbent upon the leaders of our region to have a Plan B....An appropriate alternative to Better Together would be to adopt the best elements of their proposal that push us to be a better place to live and do business and build from there." (Post-Dispatch column)

Another former mayor of Clayton and the former Executive Director of the St. Louis County Municipal League (the group pushing the Freeholder's) say (letter to P-D 5/17):

1.They wish to "reform local governance". "Governance" means "political control" as in the sentence: "the governance of the colonies ceased when the colonies achieved self-government." (Webster's Third International Dictionary]

2.They advocate changing the "economic and social trajectory of the region". This is exactly what Sinquefield promises.

3.They say: "Not to be overlooked, however, Better Together deserves great credit for placing the issue of regional governance reform on the public agenda." Yes indeed, "governance".

4.They continue: "The demise of the Better Together proposal does not mean that the problems it claimed to address are going away—and those problems will continue to worsen over time."

The problems? *Unemployment and underemployment, especially for minorities; *Drug saturation in both City and County with accompanying crime; *Inadequate health care for the poor and exorbitant drug prices; *Underfunded education systems especially for minorities. *A cultural collapse sponsored by movies, TV, and horrendous video games glorifying violence, sadism and brutality.

Did you think that "governance" would solve these problems? Did you think that abolishing local government would solve these problems? Did you think that a financial dictatorship would solve these problems? Did you think building a soccer stadium, a convention center, a marina, two or three sports complexes, downtown hotels, privatizing the airport and other "revitalizations" would cure these problems? Did you think uniform building codes would solve these problems?

The Anglo-American financial bubble requires nourishment. As it grows it requires ever increasing amounts of new debt to satisfy its needs. We learned from 2008 that No Income No Assets mortgages cannot adequately feed a bubble. Far better food is government debt because it is backed by taxation of the people. People can default on mortgages, but they must pay taxes. City/County "governance" provides a 1.3 million person tax base to float billions in new bonded debt. The hungry market awaits.