



SPECIAL MEETING OF THE CITY COUNCIL
VIA VIDEOCONFERENCE
Monday, March 15, 2021
6:00 p.m.

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

City Council will Meet Electronically on March 15, 2021

On March 20, 2020, City Manager Gregory Rose declared a State of Emergency for the City of University City due to the COVID-19 Pandemic. Due to the ongoing efforts to limit the spread of the COVID-19 virus, the March 15, 2021 meeting will be conducted via videoconference.

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

Webinar via the link below:

<https://us02web.zoom.us/j/82595675967?pwd=empYVzk4RE1KZTFJVldlZGpldzlQT09>

Passcode: 159727

Live Stream via YouTube:

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

Audio Only Call

Or iPhone one-tap :

US: +13017158592,,82595675967# or +13126266799,,82595675967#

Or Telephone:

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

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

Webinar ID: 825 9567 5967

International numbers available: <https://us02web.zoom.us/j/82595675967?pwd=empYVzk4RE1KZTFJVldlZGpldzlQT09>

Citizen Participation and Public Hearing Comments:

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

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

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

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



MEETING OF THE CITY COUNCIL
VIA VIDEOCONFERENCE – ZOOM MEETINGS
Monday, March 15, 2021
6:00 p.m.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. CITIZEN PARTICIPATION

Procedures for submitting comments for Citizen Participation and Public Hearings:

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

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

E. UNFINISHED BUSINESS

1. **Bill 9417** - AN ORDINANCE AMENDING SECTION 400.070 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE OFFICIAL ZONING MAP, BY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF MULTIPLE PROPERTIES IN REDEVELOPMENT PROJECT AREA 1 FROM PUBLIC ACTIVITY ("PA") AND INDUSTRIAL COMMERCIAL ("IC") DISTRICTS TO PLANNED DEVELOPMENT-COMMERCIAL ("PD-C") DISTRICT; AND ESTABLISHING PERMITTED LAND USES AND DEVELOPMENTS THEREIN; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY.
2. **BILL 9427** – AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS "MARKET AT OLIVE"
3. **BILL 9428** – AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE NOTES (OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT PROJECT AREA 1), SERIES A AND B, OF THE CITY OF UNIVERSITY CITY, MISSOURI, TO PROVIDE FUNDS TO FINANCE CERTAIN REDEVELOPMENT PROJECT COSTS; AND APPROVING CERTAIN ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE NOTES.

F. NEW BUSINESS

RESOLUTIONS

1. **Resolution 2021-3** - Preliminary Plan Approval – Adoption of a Resolution to approve the Preliminary Plan Concept for the proposed Costco Development.

BILLS

2. **BILL 9429** – AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR THE PROPOSED COSTCO DEVELOPMENT LOCATED ON A TRACT OF LAND WITHIN REDEVELOPMENT PROJECT AREA NO #1 KNOWN AS THE COSTCO DEVELOPMENT SITE

G. COUNCIL REPORTS/BUSINESS

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

H. COUNCIL COMMENTS

I. EXECUTIVE SESSION

Motion to go into a Closed Session according to Missouri Revised Statutes 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives or attorneys.

J. ADJOURNMENT

Posted 12th day of March 2021.

LaRette Reese
City Clerk



Council Agenda Item Cover

MEETING DATE: March 15, 2021

AGENDA ITEM TITLE: Costco Site Zoning Map Amendment Request

AGENDA SECTION: Unfinished Business

CAN THIS ITEM BE RESCHEDULED? : Yes

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

BACKGROUND REVIEW:

The Plan Commission recommended approval of a proposed Map Amendment to rezone the 16.09 acre proposed Costco site from Public Activity (PA) and Industrial Commercial (IC) to Planned Development – Commercial Use (PD-C) at their December 3, 2020 meeting by a unanimous 7-0 vote. A public hearing on this item occurred on January 11, 2021. The first reading and introduction of the bill took place on December 14, 2020. This item is up for the second and 3rd reading.

RECOMMENDATION:

City Manager concurs with the Planning Commission's recommendation and is recommending approval.

Attachments:

- 1: Transmittal Letter from Plan Commission
- 2: City Manager Memo
- 3: Updated Staff Report & Packet Material
- 3: Proposed Ordinance



Plan Commission

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

December 3, 2020

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

RE: Zoning Map Amendment – Costco Site (PC 20-10)

Dear Ms. Reese,

At a scheduled meeting on December 3, 2020 at 7:00 pm, via videoconference, the Plan Commission considered the request to rezone the proposed approximate 16.09-acre Costco site from Public Activity (PA) and Industrial Commercial (IC) to Planned Development Commercial Use (PD-C) District.

By a vote of 7 to 0, the Plan Commission recommended approval of said Map Amendment to the University City Official Zoning Map contingent upon site control being in place prior to City Council approval.

Sincerely,

Margaret Holly, Chairperson
University City Plan Commission



Department of Planning and Development

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

MEMORANDUM

TO: Gregory Rose, City Manager

FROM: Clifford Cross, Director of Planning & Development

DATE: December 7, 2020

SUBJECT: Costco Site Zoning Map Amendment Request

CC: John Mulligan, City Attorney

At an upcoming City Council meeting, members will be asked to consider an Ordinance approving a map amendment to rezone the approximate 16.09 acre proposed Costco site. Specifically, the request is to rezone the properties, associated with the site, from Public Activity (PA) and Industrial Commercial (IC) to Planned Development Commercial Use PD-C. The Council will be considering this map amendment request to accommodate the proposed Costco development that is located within Redevelopment Project Area 1 (RPA1). Costco is proposing the demolition, of the entire project area, and the construction of an approximate 160,430 square foot free-standing facility, a fueling facility, 727 parking stalls and associated landscaping. The completion of the map amendment is the first action to accommodate the proposed development which will also require Preliminary Plan and Final Plan approval at a future date.

The Plan Commission considered this request at their December 3, 2020 meeting. During their December 3, 2020 meeting they recommended approval of the proposed Map Amendment by a unanimous 7-0 vote contingent upon the condition that site control must be in place prior to approval. This item will require introduction of the bill and is expected to occur on December 14, 2020 and a second and third reading at the following City Council meeting. Furthermore, this item will require a public hearing before City Council which is expected to occur during the January 11, 2020 meeting.

Attachments:

Updated Staff Report For City Council
Ordinance



Department of Community Development

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

STAFF REPORT
(Updated Report For City Council)

MEETING DATE: December 14, 2020

FILE NUMBER: PC 20-10

COUNCIL DISTRICT: 3

Applicant: University City/Costco

Location: Proposed Costco Site

Request: 1) A Zoning Map Amendment from Public Activity (PA) & Industrial Commercial (IC) to Planned Development Commercial District (PD-C); and
2) Preliminary Development Plan approval

Existing Zoning: Public Activity (PA), Industrial Commercial (IC)
Proposed Zoning: PD-C Planned Development-Commercial Use District
Existing Land Use: Commercial, Institutional, Industrial
Proposed Land Use: Retail Commercial

Surrounding Zoning and Land Use

North:	Industrial Commercial (IC)	Industrial / Utility
East:	Single-Family Residential (SR)	Single-Family
	General Commercial (GC)	Commercial
South:	High Density Residential (HR)	Multi-Family
	Industrial Commercial (IC)	Commercial
West:	Public Activity (PA)	I-170

COMPREHENSIVE PLAN CONFORMANCE

☒ Yes ☐ No ☐ No reference

PLAN COMMISSION RECOMMENDATION

☐ Approval ☒ Approval with Conditions ☐ Denial

ATTACHMENTS

A. Preliminary Development Plan

Existing Property

St. Louis County Locator ID's: 17L640445, 16K110915, 16K110971, 17K430885, 17K430269, 17K430270 & 17K430874. The subject properties are approximately 16.06 acres and currently house a various range of uses that include a self-storage facility, a school, places of worship and other commercial service industries. The 16.06 site is located on the north side of Olive Boulevard at the 170 Interchange

Background

The proposed development is incorporated within Redevelopment Project Area 1 that was approved in June 2019 as part of the "Market At Olive" site plan concept. To move forward the underlying zoning and plan approval must be completed to obtain the applicable permits for construction. As a result, Costco has entered into an agreement to purchase from the Seller who is the owner of, contract purchaser of, or who has the power to acquire through condemnation/arbitration. Based upon those circumstances staff presented the proposed rezoning and preliminary plan to the Plan Commission seeking their recommendation for approval of the map amendment and preliminary plan. The Plan Commission recommended approval of the map amendment by a unanimous 7-0 vote.

Applicant's Request

The applicant is requesting that the subject property be rezoned from two underlying zoning classifications, that include Public Activity (PA) & Industrial Commercial (IC), to Planned Development Commercial (PD-C) in conjunction with approval of a preliminary development plan for the proposed commercial retail use.

Costco is proposing the demolition, of the entire project area, and the construction of a new 160,430 square foot free-standing facility, a fueling facility, 727 parking stalls and associated landscaping.

Surrounding Zoning and Land Use

The subject property is located on the side of Olive Boulevard at the intersection of Olive and 170. The properties surrounding the development consist of a mix of commercial, institutional, industrial and residential uses. Specifically, to the east there are single-family residences, places of worship and commercial service uses. To the south, across Olive, there multi-family residential and commercial uses. North of the property is a commercial service facility and to the west is 170.

Proposed Land Use (PLU) Designations, per Map 23 of the 2005 Comprehensive Plan, identify the subject property as having Institution, Industrial and Mixed-Use Transit designations. The property to the north has an Industrial designation while the properties to the east have a combination of single-family and Commercial designations. No designations are identified to the west.

Analysis

Zoning

Article 14, Section 400.3180 of the Zoning Code requires that Plan Commission review a request for a map amendment and forward its recommendation to City Council. A public hearing will be conducted at the City Council level.

The purpose of "PD" Planned Development Districts, as set forth in Section 400.720, of the Zoning Code, is "to provide a means of achieving greater flexibility in development of land in a manner not always possible in conventional zoning districts; to encourage a

more imaginative and innovative design of projects; to promote a more desirable community environment; and to retain maximum control over both the design and future operation of the development.” The Code further states, “The city council, upon review by the plan commission, may, by an ordinance adopted in the same manner as a rezoning is approved, authorize a planned development district when the proposed development or use of a specific tract of land or area warrants greater flexibility, control and density than is afforded under the general regulations of standard zoning districts.”

It is important to note that the purpose for allowing flexibility through Planned Developments is to create developments that adapt better to site conditions and the relation to surrounding properties otherwise not possible under traditional district regulations, thus resulting in developments that are more compatible and consistent with surrounding neighborhoods.

The relationship of planned development districts to the zoning map is set forth in Section 400.730 of the Zoning Code, which states in paragraph 1, “The “PD” designation, as detailed in this section, is a separate use district and may be attached to a parcel of land through the process of rezoning and zoning map amendment.” However, in addition to the rezoning of a parcel of land, development plan approval is required. Section 400.730, paragraph 2 states, “It is the intent of this chapter that no development or redevelopment of the property encompassed by the “PD” designation take place until an acceptable development plan has been reviewed and approved in conformance with the requirements of this section, Article 14, “Amendments,” of this chapter and applicable sections of Chapter 405, “Subdivision and Land Development Regulations,” of the University City Municipal Code.”

Uses

The proposed use can be accommodated under the proposed PD-C District Zoning. In staff’s opinion, the proposed retail commercial use is appropriate for this site. It is located close to the intersection of Olive and 170. Furthermore, it is associated with a future Planned Development – Mixed Concept that will mitigate any future negative impact on existing residential uses surrounding the development.

Section 400.760 of the Zoning Code establishes the permitted/conditional uses within a “PD-C” District. The specific permitted land uses shall be established in the resolution adopted by the City Council governing the particular PD-C District. Specific uses may include those uses designated as permitted, accessory, or conditional uses in any of the “LC” – Limited Commercial District, “GC” – General Commercial District, and “CC” – Core Commercial District. The proposed uses comply with those set forth in the Zoning Code.

Minimum Site Size

The minimum site size for developments in any planned development district is one (1) acre. The Code states that the minimum site size may be waived by the City Council upon report by the Plan Commission; if it is determined that the uses proposed is desirable or necessary in relationship to the surrounding neighborhood; or, if the city council should determine such waiver to be in the general public interest. The subject site is situated in close proximity to other commercial uses. Thus, the proposal would be compatible with the existing pattern of development and existing surrounding uses. There is no need for a waiver based upon the site containing more than one (1) acre.

Density and Dimensional Regulations

Density and dimensional regulations for PD-C Planned Development-Mixed Use District developments are set forth in Section 400.780 of the Zoning Code and are to incorporate the regulations set forth in subsections dealing specifically with “PD-C” developments. Due to the subsection, only addressing PD-C developments, no resolution thereof shall be needed in the map amendment ordinance and/or the resolution approving the development plan. Section 400.780, of the Zoning Code, also states that the approval of a development plan may provide for exceptions from the regulations associated with traditional zoning districts as may be necessary to achieve the objectives of the proposed planned development.

Floor Area Ratio is not addressed in the “PD” Section of the Zoning Code. The Industrial Commercial (IC) and Public Activity (PA) Districts do not specify Floor Area Ratio’s.

Site coverage regulations state that total site coverage, by uses permitted in the “PD-C” or “PD-I” districts, shall be seventy (70) percent. Maximum site coverage may be increased up to ninety (90) percent if the development plan complies with four or more criteria from a list of eleven listed in the Zoning Code. Among the criteria listed, for granting an increase in site coverage, are resolving existing storm drainage problems and proposal of a development more than 5 acres in size. The site coverage for traditional PD-C Developments is 70% and can qualify for up to 90% based upon meeting at least four performance criteria. Based upon the project, and the RPA1 project, the proposed plan appears to meet 1) a resolution off-site drainage problems, 2) a design principal that allows for shared access, 3) approval for a development that exceeds 5 acres or more and 4) a development that meets the criteria and performance standards of the Comprehensive Plan.

Building Setbacks and Buffers

Required building setbacks or buffers shall be as specifically established in the governing ordinances and resolutions for PD-C Developments on a case by case basis. A perimeter buffer of fifty (50) feet is required when a PD-C or a PD-I development abuts a residential district. It is noted that the subject property does abut a residential district to the east. The applicant has identified a proposed sixty (60) foot buffer from the abutting residential zoning district. Furthermore, the abutting residential zoning district is expected to be incorporated into the final Planned Development Mixed-Use Concept and replaced by commercial development. A resolution to any buffer reduction would have to be completed prior to final plan approval.

If the applicable setback was contingent upon the current underlying Public Activity (PA) and Industrial Commercial (IC) districts then the setbacks would be based upon Sections 400.640, Subsection B and 400.700 of the zoning code. Therefore, if applicable, the required the most restrictive yard setbacks would be 15 & 35 feet from the applicable right-of-way (ROW) line and 25 feet from residentially zoned districts.

Building Height

The proposed building is a single-story structure above grade and approximately 32 feet in height. It is noted, that within the current underlying Public Activity (PA) District and Industrial Commercial (IC) District, buildings have a maximum height of 35 feet. However, buildings can be approved for up to 100 feet upon the issuance of a Conditional Use Permit. The permitted ratio is required 1-foot setback for every two feet of increased height. In evaluating, the site plan for the proposed development the building is under the maximum height of 35 feet and will not require any future action.

Landscaping/Screening

The Preliminary Development Plan shows the areas of open space being along the landscape buffers, of the property. Landscaping is proposed within the boundaries of the subject property and throughout the parking area. Staff will require an acceptable detailed landscape plan during the land disturbance review process. Staff would also require a detailed landscape plan prior to final plan approval.

Vehicular Access/Circulation

Vehicular access serving the development is provided by two grade access points which include a signalized and a right in right out locations along Olive Boulevard. There will also be service access along Alfred Avenue. Parking will be located within the development and landscaped to reduce public view. There will be 727 total on-site parking spaces.

Sidewalks

At the location, of the proposed development, it is staff's opinion that promoting a pedestrian-friendly and walkable environment is of the utmost importance.

Parking

Under the PD – Planned Development District regulations, relief from conventional zoning standards may be provided when the proposed development warrants greater flexibility than afforded under the general regulations. The preliminary development plan shows a total of 727 off street parking spaces.

Based upon an approximate warehouse space of 155,083 square feet, 6120 square feet canopy area and 2 spaces for the gas station component the total required parking would be approximately 808 spaces. The development is located within 500 feet of a transit stop and therefore allowed for a 10% exception in accordance to section 400.2130, Subsection E of the code. Based upon that exception, and the Gross Floor Area allocations, the total proposed parking would be in compliance with the parking requirements.

Building Design

No set building design is required per the current code, but the applicant has proposed an architectural design that can be locked in as part of the approval.

Sustainability

Additional sustainability measures are encouraged to be incorporated into the proposed development for environmental considerations. The applicant has provided a sustainable design narrative within the plan.

Comprehensive Plan

It is staff's opinion that the proposed commercial development, as shown on the Preliminary Development Plan submitted, is consistent with the goals and objectives of the University City Comprehensive Plan Update of 2005. Applicable sections from the Plan Update that support this opinion are included below:

Chapter 3, of the Comprehensive Plan Update of 2005, under Land Use and Redevelopment, as a general policy it states, *"The City will strongly support development(s) that promote desirable planning concepts such as neighborhood-serving, mixed uses and transit-oriented development and enhance the pedestrian character of the City."*

Conclusion/Recommendation

Based on the preceding considerations, Plan Commission recommend approval of the Zoning Map Amendment from Public Activity (PA) & Industrial Commercial (IC) to Planned Development-Commercial Use District (PD-C) subject to the following condition;

1. Site control must be in place prior to City Council approval.

COSTCO WHOLESALE CORPORATION



UNIVERSITY PLACE

University City, MO

October 15, 2020

PROPOSED COSTCO WHOLESALE

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PROPOSED COSTCO WHOLESALE

UNIVERSITY PLACE - UNIVERSITY CITY, MO

1.0 Property Owner and Project Team

Property Owner:	Jonathan P. Browne U. City, LLC U. City TIF Corporation c/o Novus Properties 20 Allen Avenue, #400 Webster Grove, Missouri 63119
Contract Purchaser:	Costco Wholesale Corporation 999 Lake Drive Issaquah, WA 98027
Real Estate Consultant:	Michael Stratis President Intrepid Properties, Inc. 2311 W. 22 nd Street, Suite 208 Oak Brook, IL 60523
Development Manager:	Theodore Johnson President TJ Design Strategies, Ltd. 2311 W. 22 nd Street, Suite 208 Oak Brook, IL 60523
Architect:	Risa Yuki Principal MG2 1101 Second Avenue, Suite 100 Seattle, WA 98101
Engineer, Surveyor And Traffic Consultant:	John Imbus, PE Vice President Civil & Environmental Consultants 5899 Montclair Avenue Cincinnati, OH 45150

PROPOSED COSTCO WHOLESALE

UNIVERSITY PLACE - UNIVERSITY CITY, MO

2.0 Introduction and Subject Property

Costco Wholesale Corporation (Costco) began operations in 1983 in Seattle, Washington. In October 1993, Costco merged with The Price Company, which pioneered the membership warehouse concept in 1976. In January 1997, after the spin-off of most of its non-warehouse assets to Price Enterprises, Inc., the Company changed its name to Costco Wholesale Corporation, which trades under the NASDAQ symbol "COST".

Costco originated the warehouse club concept in 1976 and continues to be an industry leader in terms of service, quality, value, and innovation. Costco has grown to become, in terms of sales, the third largest Global retailer and the largest operator of membership clubs worldwide.

Costco has three existing warehouses within the St Louis area. The closest facility is in the City of Manchester, approximately 10.19 miles southwest of University City. The second closest facility is in S. St. Louis, approximately 10.78 miles southeast and the third location in St Peters is approximately 17.26 miles northeast of University City. Currently, in excess of 18,000 households in University City have a Costco membership and travel outside of the community to shop at one of the other St Louis area locations.

Costco has entered into an agreement to purchase from the Seller who is the owner of, contract purchaser of, in the process of negotiating for the purpose of entering into a contract to acquire, and/or has the power to acquire through condemnation/arbitration proceedings that/those certain parcel(s) of land located both northeast and southeast of the intersection of Olive Boulevard and I-170 in University City, containing approximately 50 acres, in which this area is to be developed as a retail/mixed use center known as University Place.

The Costco warehouse and fueling facility would utilize approximately 16.06 acres of the overall 50 acre property purchase. The proposed Costco development will be located just east of Interstate 170 northbound on ramp and Olive Boulevard.

The proposed zoning that the Developer will be applying for will be a Planned Development - Mixed Use, which would allow for the proposed Costco warehouse and ancillary uses.

3.0 Site Plan Review Proposal

The goal of the proposed Site Plan Review is to develop the parcel with a Costco warehouse and free-standing fueling facility. The proposed Costco building will be approximately 160,430 sf, and the overall site plan will provide for approximately 727 parking stalls, which provides ample parking based on Costco's anticipated initial member use.

The property will be accessed from the north end of the development via Alfred Avenue west of Woodson Avenue. A traffic signal is proposed on the southern property boundary west of Woodson Avenue via Olive Blvd via an internal drive into the development. In addition, there is also a proposed right-in/right-out further west of the proposed signal, but prior to the on-ramp for Interstate 170. Three access driveways have been designed to provide multiple locations to enter and exit the Costco site. Parking has been efficiently distributed around the south and west sides of the warehouse to maximize the convenient parking spaces proximate to the customer entrance and exit located at the southwest corner of the building.

Architecture:

The proposed warehouse design is a timeless solution utilizing a mixture of modern, traditional, and sustainable materials in a warm color palette of browns and beige. Horizontal and vertical articulation are achieved through color, texture, and material distribution along the facades. Materials used include high quality, recycled, architectural metal panels and integral color split-face concrete masonry units. The warehouse entry is a focal point to the site and incorporates pedestrian scaled detailing and the use of glass. The fueling facility design takes cues from the warehouse and incorporates similar materials, colors and textures creating a visual connection.

Sustainable Design: Awareness and responsibility to design, construct and operate Costco sites and buildings into an energy-efficient, sustainable, and environmentally responsible manner are embedded into the Costco program. This includes, but are not limited to:

- The building structure steel system and architectural metal panels are comprised of 80% recycled content with the associated batt insulation comprised of greater than 50% of recycled content.
- The roof maintains reflectance, emittance and SRI rates that lessen heat gain and the premanufactured building system provides erection efficiency reducing impacts to the carbon footprint.

- Landscaping exceeds minimum requirements and had been designed to create a high impact and beautiful landscape through larger caliper trees, native vegetation, and drought tolerant species, which in turn minimize irrigation needs.
- All site and building lighting systems utilize LED Technology.
- Implementation of the APANA water management system drive operational efficiency to lower wastewater and sewer use.

The fueling facility will provide four islands with 24 pumping locations (12 dispensers). In addition, the fueling facility area will consist of a warming hut for the employees during adverse weather conditions, along with a controller building that encompasses the necessary control/safety systems for the facility's operations.

The fuel facility placement within the Costco site has been designed to provide access from the internal driveways of the Costco parcel. It is anticipated that 65-70% of the members visiting the warehouse will also purchase gasoline during the same site visit.

Site Improvements

Stormwater detention area is proposed in the southwest corner of the Costco parcel. The developer shall construct a stormwater sediment basin near the southwest corner of the Costco parcel, as defined on the Costco Interim Grading Plan. This sediment basin will be modified by Costco during Costco's site development project to satisfy post-development stormwater detention and water quality requirements. Assuming that Costco moves forward with the final site development directly after completion of the pad-ready improvements by the developer, no additional stormwater quality improvements will be required to be constructed by the developer

Operations:

In addition to the floor merchandise, the warehouse also provides other specialty department and services such as bakery, tire center, pharmacy, optical and hearing aid departments.

The loading dock is located at the northwest corner of the building. Apart from local vendors/suppliers and delivery services such as UPS or Fedex, all deliveries to the warehouse are controlled by Costco. Most deliveries are completed during the morning hours, prior to the store opening.

The anticipated warehouse and fueling facility operation hours are as follows:

<u>Days</u>	<u>Warehouse</u>	<u>Fuel</u>
Monday-Friday	10:00 am – 8:30 pm	6:00 am – 9:00 pm
Saturday	9:30 am - 6:00 pm	7:00 am – 7:00 pm
Sunday	10:00 am – 6:00 pm	7:00 am – 7:00 pm

It is anticipated that the Costco Warehouse opening will coincide with the roadway improvements that are being constructed along Olive.

Employees:

Costco takes pride in their employees and provides an excellent benefit package that includes, yet not limited to: medical, dental, vision, pharmacy, life insurance disability, long term care, employee stock purchase program, paid holidays, college student retention program, 401(k). Part-time employees working more than 23 hours per week are also eligible for core benefits (medical, dental and vacation benefits) after 6 months of employment. Currently, 91% of U.S. employees are eligible for the above benefits. On a local level, Costco recruits primarily within the community where it is located, and their objective is to hire promotable employees who have a desire to build a career. A typical warehouse employs upon opening approximately 150 to 200 employees with the ratio of part-time/full-time of 50% each. Costco pays among the highest hourly wages in the industry. Due to their philosophy that Costco's employees are just as important as their customer, they experience a low turnover rate with only 13% within the first year and only 7% turnover after one year.

PROPOSED COSTCO WHOLESALE
UNIVERSITY PLACE, UNIVERSITY CITY, WI

EXHIBITS

EXHIBIT A

LOCATION MAP

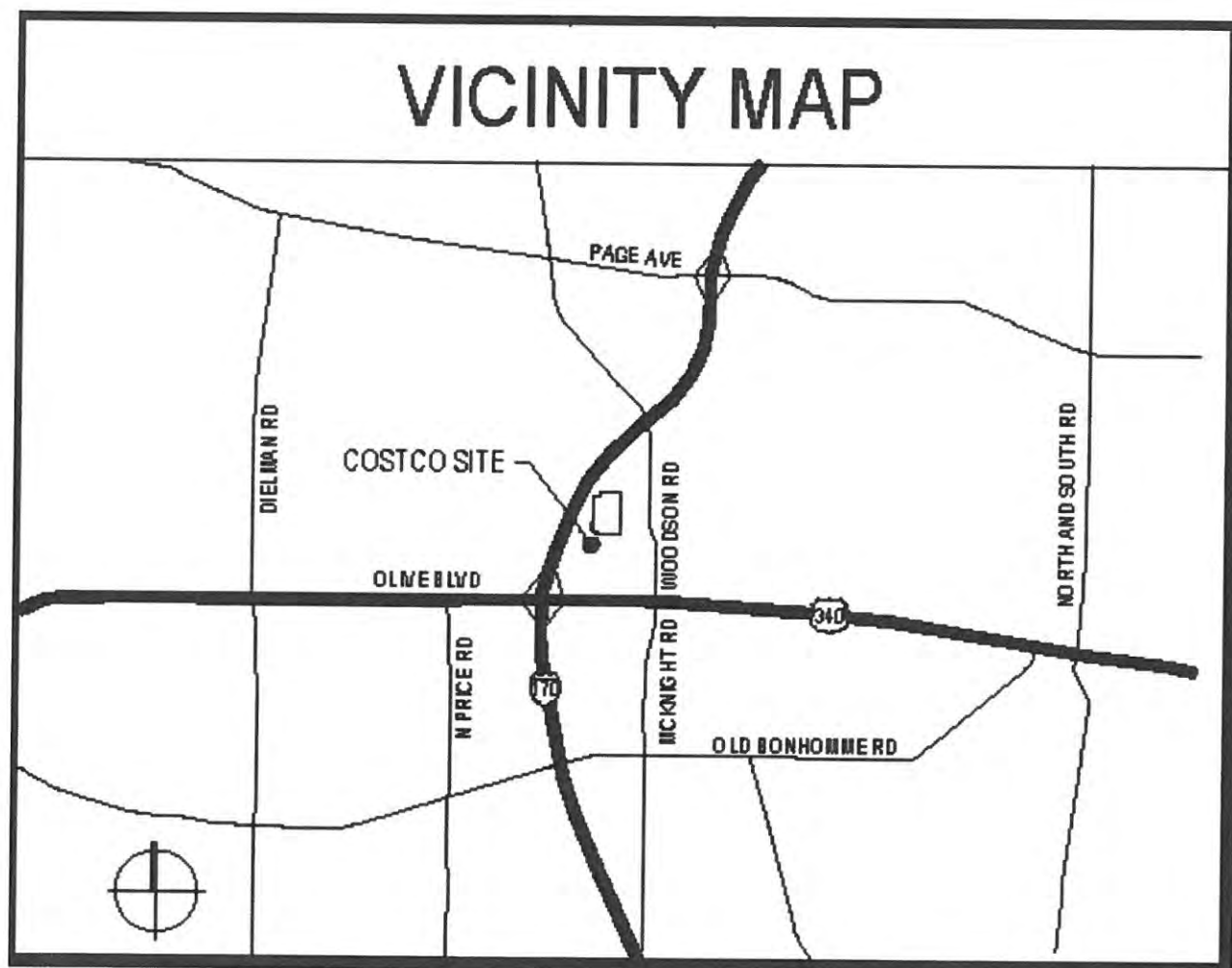


EXHIBIT B

AERIAL PHOTO

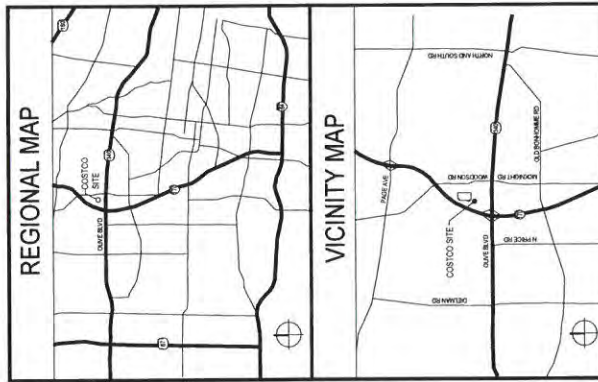


EXHIBIT C

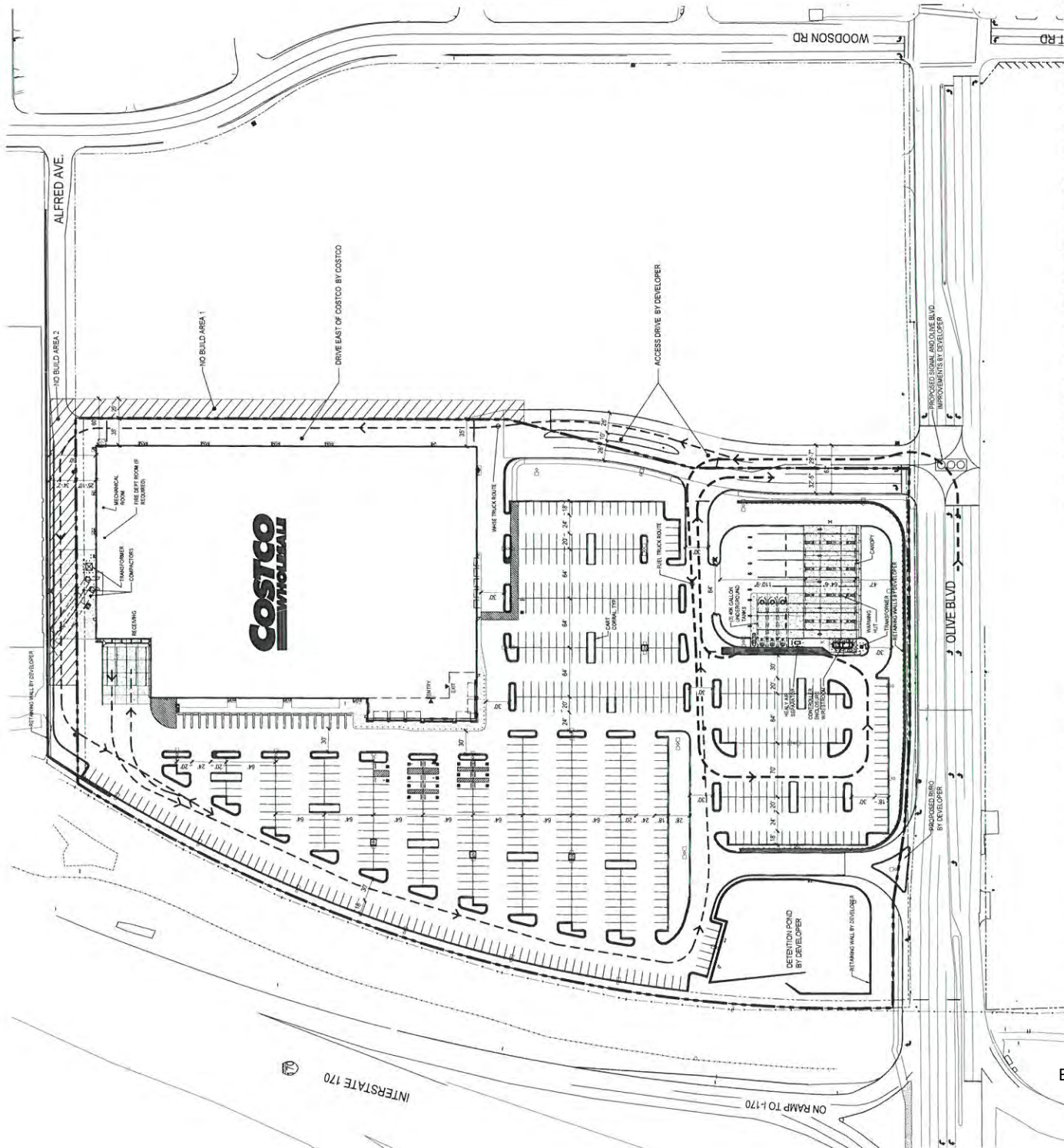
SITE PLAN

PROJECT DATA

CLIENT:	COSTCO WHOLESALE 899 LAKE DRIVE ISSAQUAH, WA 98027
PROJECT ADDRESS:	SWC OF INTERSTATE 170 & OLIVE BLVD. UNIVERSITY CITY, MO
SITE DATA:	
TOTAL SITE AREA:	16.08 ACRES (700,395 SF)
JURISDICTION:	CITY OF UNIVERSITY CITY
BUILDING DATA:	
TOTAL BUILDING FOOTPRINT AREA:	160,430 SF
INCLUDES:	
NET SALES FLOOR	151,074 SF
NET MECHANICAL / FIRE	2,459 SF
NET VESIBULE	4,737 SF
BUILDING ENVELOPE	2,160 SF
PARKING DATA:	
TOTAL PARKING:	727 STALLS
INCLUDES:	
MAIN LEVEL PARKING PROVIDED:	
10' WIDE STALLS	710 STALLS
ACCESSIBLE STALLS	17 STALLS
NOTES:	EXISTING CONDITIONS TO BE FIELD VERIFIED.



OCTOBER 27, 2020
CONCEPT
SITE PLAN
DD11-12



COSTCO WHOLESALE CONCEPT SITE PLAN (COSTCO ONLY)

UNIVERSITY CITY, MISSOURI
OCTOBER 27, 2020

EXHIBIT D

LANDSCAPE PLAN

EXHIBIT E

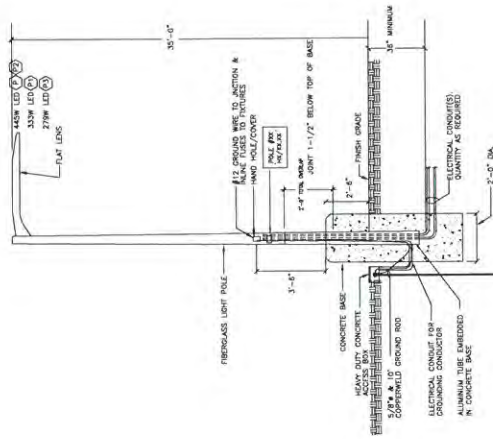
LIGHTING PLAN

[illegible]

FUEL FACILITY -
LED (GA)
NO SCALE



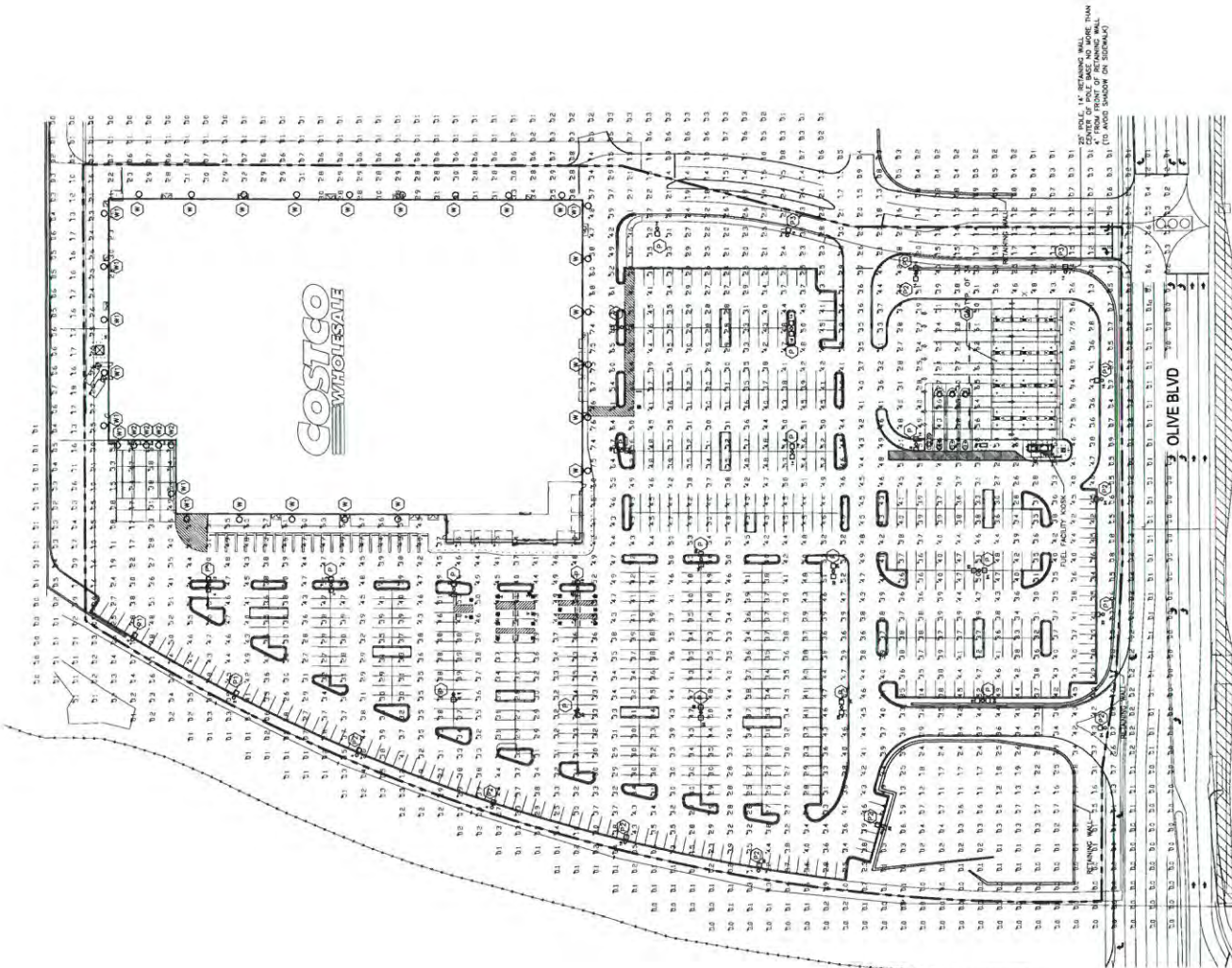
TYPICAL WALL PACK DETAIL (W.W1, W2)



NOTE: PROVIDE CONCRETE J-BOX AS REQUIRED.
THIS DETAIL IS FOR ELECTRICAL CONDUITS ROUTING ONLY.
SEE STRUCTURAL DRAWINGS S0.2 FOR DETAILS.

POLE DETAIL
SCALE: NTS

SCALE: NTS



SITE PHOTOMETRIC PLAN
SCALE: 1" = 40'-0"

SCALE: 1" = 40'-0"

EXHIBIT F

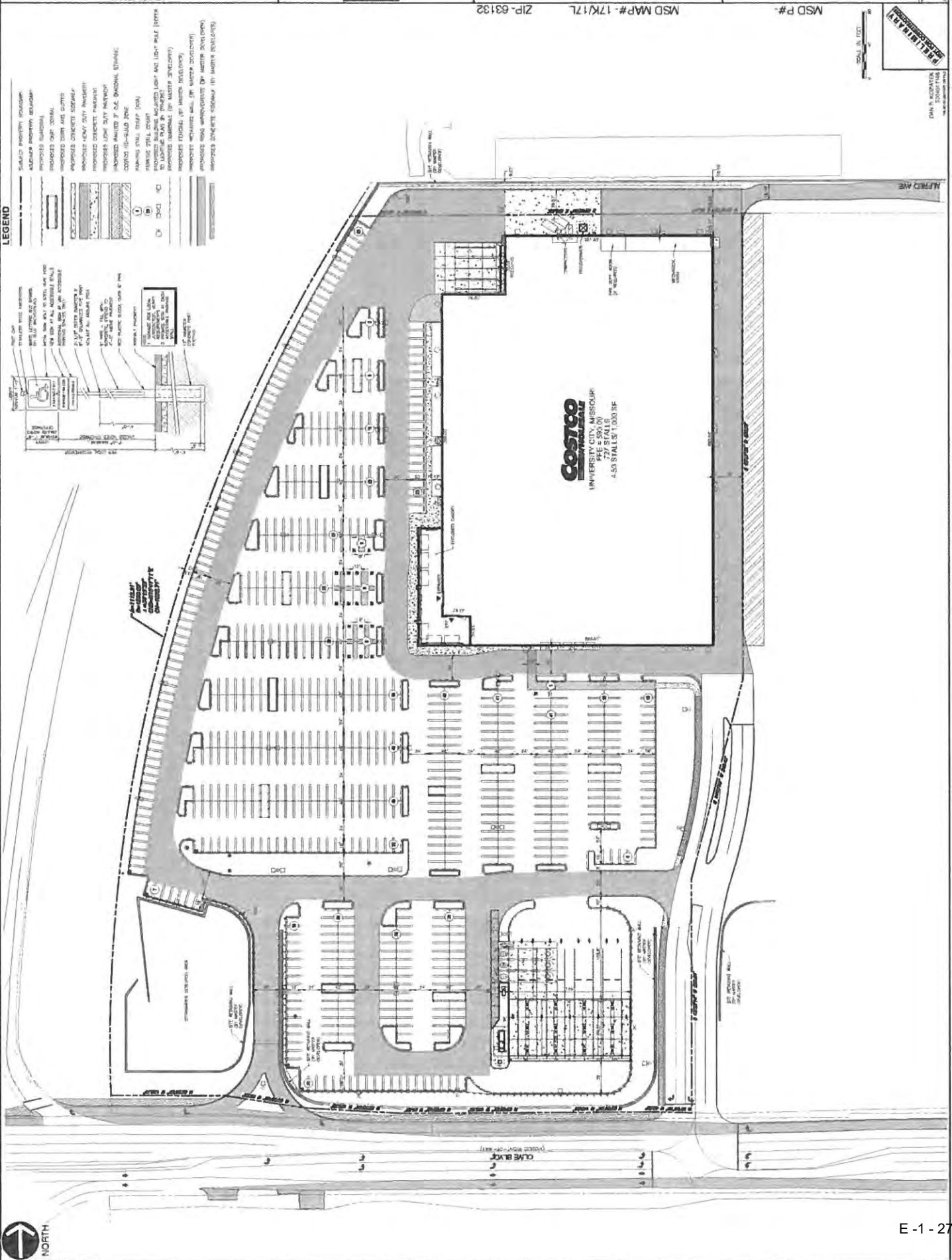
CIVIL SITE LAYOUT, GRADING, AND UTILITY PLANS

MSD P#:

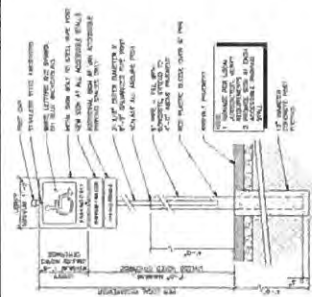
MSD MAP# 17K17L ZIP-63132

SCALE: 1" = 100'

DATE: 10/15/2014
DRAWN BY: JMM
CHECKED BY: JMM
PROJECT: COSTCO
SHEET: 1 OF 1



LEGEND



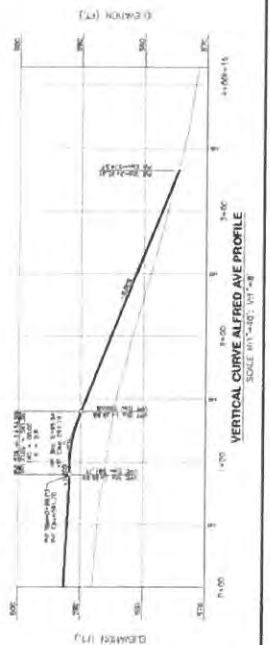
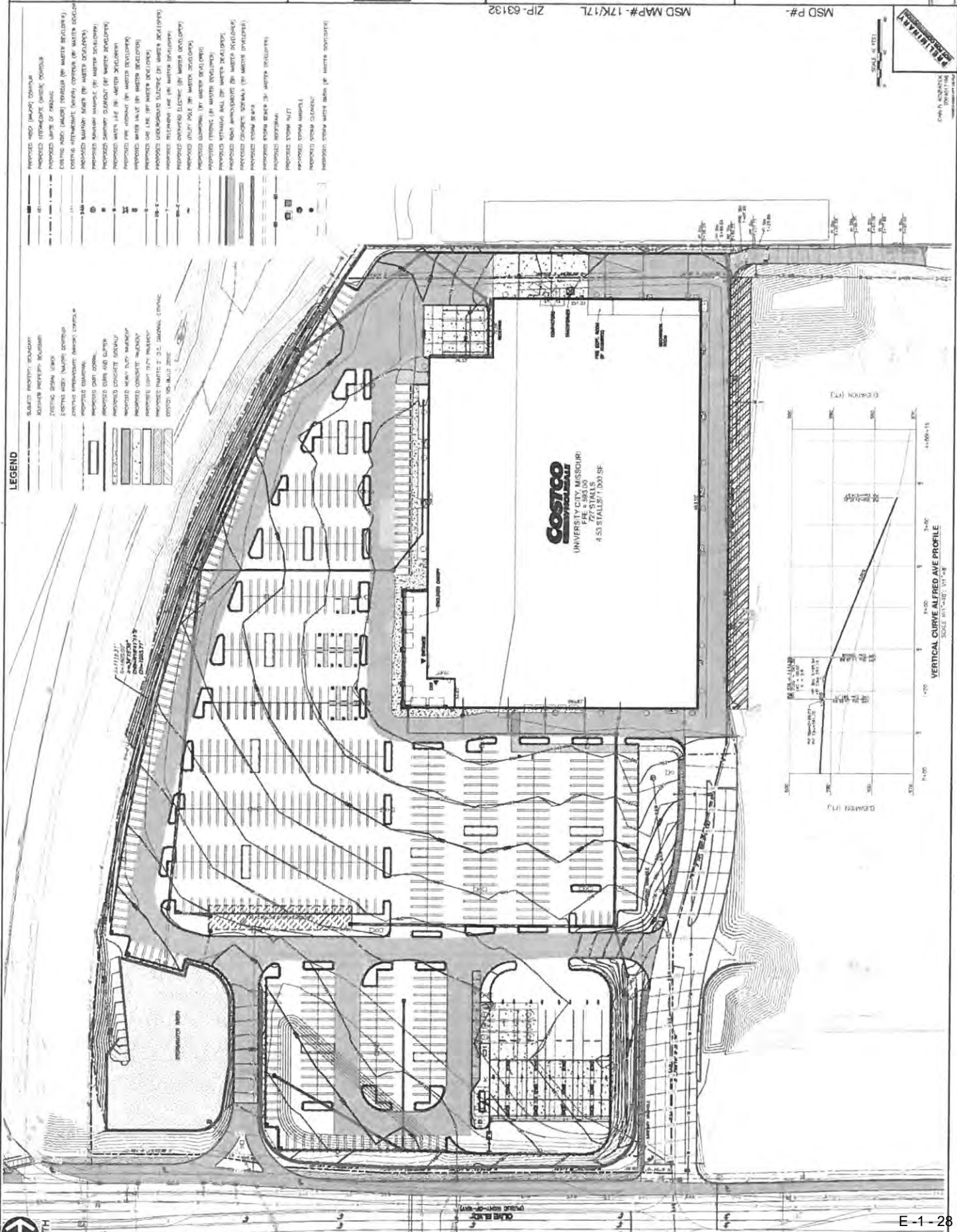
DATE	10/1/11
BY	JMM
CHECKED	JMM
DATE	10/1/11
BY	JMM
CHECKED	JMM
DATE	10/1/11
BY	JMM
CHECKED	JMM

COSTCO WHOLESALE
University City, Missouri

Civil & Environmental Consultants, Inc.
2145 S. 20th St., Suite 200
St. Louis, MO 63104
Phone: (314) 433-3379
Fax: (314) 433-3378
www.ccc-engineers.com

MSD MAP#-17K17L
ZIP-63132

MSD P#-



- LEGEND**
- EXISTING PROPERTY BOUNDARY
 - PROPOSED PROPERTY BOUNDARY
 - EXISTING DRIVEWAY
 - PROPOSED DRIVEWAY
 - EXISTING SIDEWALK
 - PROPOSED SIDEWALK
 - EXISTING CURB
 - PROPOSED CURB
 - EXISTING LANDSCAPE
 - PROPOSED LANDSCAPE
 - EXISTING TREES
 - PROPOSED TREES
 - EXISTING UTILITIES
 - PROPOSED UTILITIES
 - EXISTING EASEMENTS
 - PROPOSED EASEMENTS
 - EXISTING FLOOD ZONE
 - PROPOSED FLOOD ZONE
 - EXISTING DRAINAGE
 - PROPOSED DRAINAGE
 - EXISTING ROADWAY
 - PROPOSED ROADWAY
 - EXISTING AIRPORT
 - PROPOSED AIRPORT
 - EXISTING RAILROAD
 - PROPOSED RAILROAD
 - EXISTING WATERWAY
 - PROPOSED WATERWAY
 - EXISTING WETLAND
 - PROPOSED WETLAND
 - EXISTING WOODLAND
 - PROPOSED WOODLAND
 - EXISTING PRAIRIE
 - PROPOSED PRAIRIE
 - EXISTING CRAPPLAND
 - PROPOSED CRAPPLAND
 - EXISTING BARE EARTH
 - PROPOSED BARE EARTH
 - EXISTING ROCK
 - PROPOSED ROCK
 - EXISTING SAND
 - PROPOSED SAND
 - EXISTING GRAVEL
 - PROPOSED GRAVEL
 - EXISTING ASPHALT
 - PROPOSED ASPHALT
 - EXISTING CONCRETE
 - PROPOSED CONCRETE
 - EXISTING BRICK
 - PROPOSED BRICK
 - EXISTING STONE
 - PROPOSED STONE
 - EXISTING METAL
 - PROPOSED METAL
 - EXISTING GLASS
 - PROPOSED GLASS
 - EXISTING PLASTIC
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 - EXISTING RUBBER
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 - EXISTING LEATHER
 - PROPOSED LEATHER
 - EXISTING CLOTH
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 - EXISTING CARDBOARD
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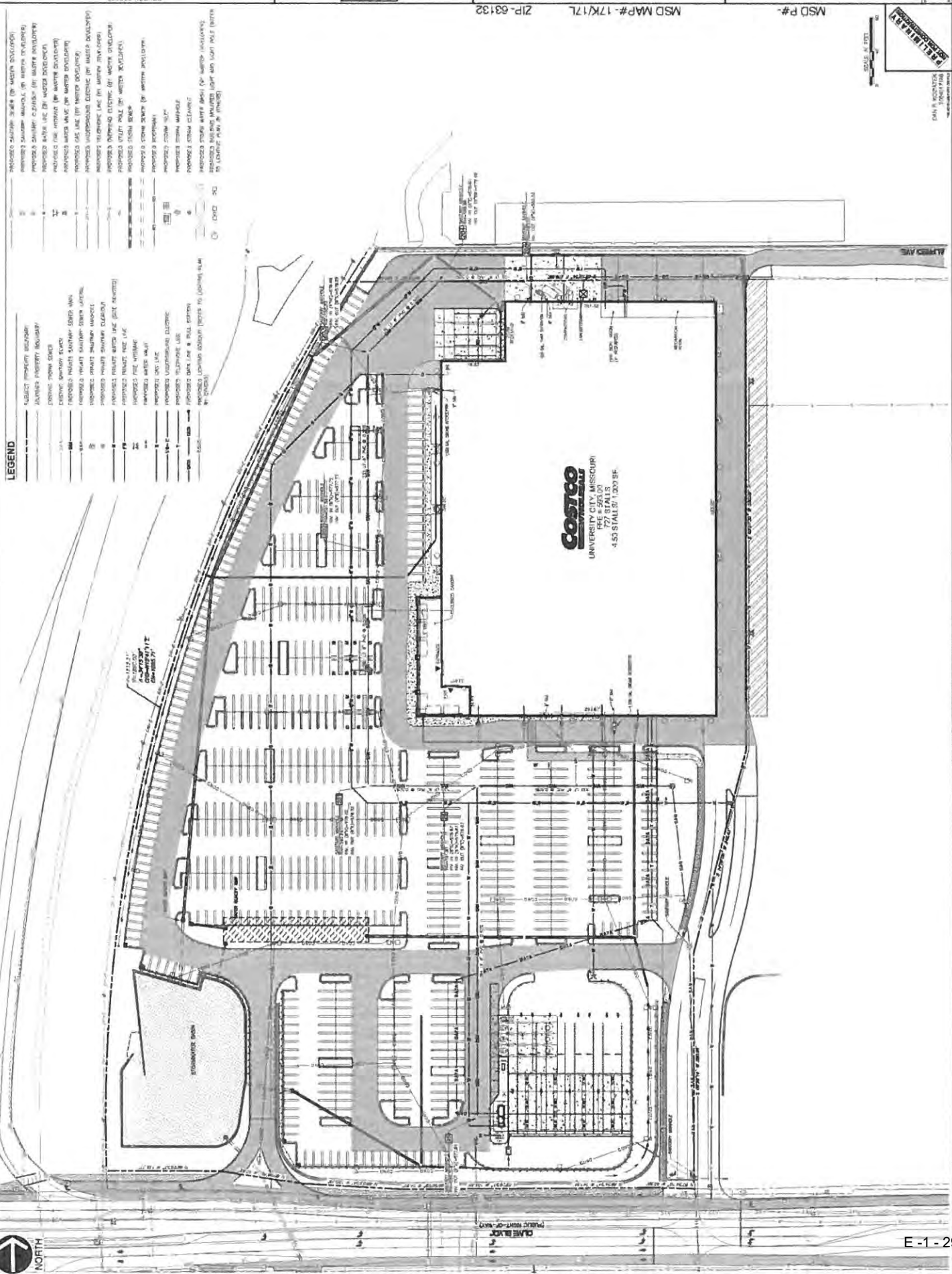
MSD P#-

MSD MAP#-17K/17L

ZIP-63132

SCALE: 1" = 100'

DATE: 11/11/11
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS
APPROVED BY: J. HARRIS



LEGEND

- PROPOSED LOT 1 & 2
- PROPOSED LOT 3 & 4
- PROPOSED LOT 5 & 6
- PROPOSED LOT 7 & 8
- PROPOSED LOT 9 & 10
- PROPOSED LOT 11 & 12
- PROPOSED LOT 13 & 14
- PROPOSED LOT 15 & 16
- PROPOSED LOT 17 & 18
- PROPOSED LOT 19 & 20
- PROPOSED LOT 21 & 22
- PROPOSED LOT 23 & 24
- PROPOSED LOT 25 & 26
- PROPOSED LOT 27 & 28
- PROPOSED LOT 29 & 30
- PROPOSED LOT 31 & 32
- PROPOSED LOT 33 & 34
- PROPOSED LOT 35 & 36
- PROPOSED LOT 37 & 38
- PROPOSED LOT 39 & 40
- PROPOSED LOT 41 & 42
- PROPOSED LOT 43 & 44
- PROPOSED LOT 45 & 46
- PROPOSED LOT 47 & 48
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- PROPOSED LOT 77 & 78
- PROPOSED LOT 79 & 80
- PROPOSED LOT 81 & 82
- PROPOSED LOT 83 & 84
- PROPOSED LOT 85 & 86
- PROPOSED LOT 87 & 88
- PROPOSED LOT 89 & 90
- PROPOSED LOT 91 & 92
- PROPOSED LOT 93 & 94
- PROPOSED LOT 95 & 96
- PROPOSED LOT 97 & 98
- PROPOSED LOT 99 & 100

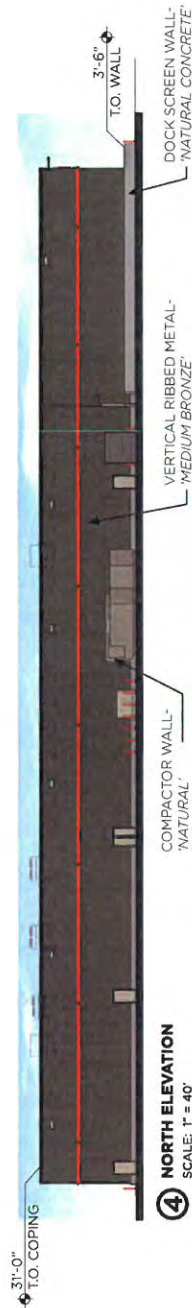
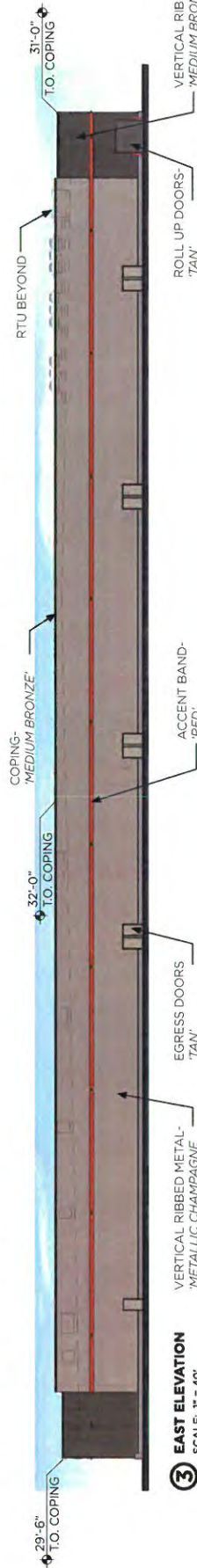
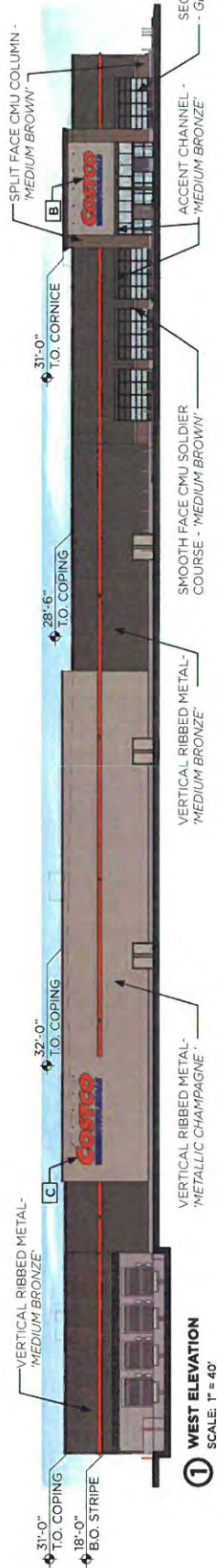
- PROPOSED LOT 101 & 102
- PROPOSED LOT 103 & 104
- PROPOSED LOT 105 & 106
- PROPOSED LOT 107 & 108
- PROPOSED LOT 109 & 110
- PROPOSED LOT 111 & 112
- PROPOSED LOT 113 & 114
- PROPOSED LOT 115 & 116
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- PROPOSED LOT 147 & 148
- PROPOSED LOT 149 & 150
- PROPOSED LOT 151 & 152
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- PROPOSED LOT 195 & 196
- PROPOSED LOT 197 & 198
- PROPOSED LOT 199 & 200

EXHIBIT G

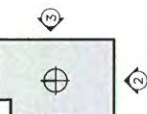
WAREHOUSE FLOOR PLAN

EXHIBIT H

WAREHOUSE ELEVATIONS & SIGNAGE



SIGN TABLE				
QUANTITY	SIGN	SIZE	AREA (EACH)	TOTAL SF
A 1	TIRE CENTER	17'-4" x 1'-9"	31 SF	31 SF
B 1	COSTCO WHOLESALE	5'-0" C	194 SF	194 SF
C 2	COSTCO WHOLESALE	6'-0" C	280 SF	560 SF
TOTAL SIGN AREA				785 SF



OCTOBER 22, 2020
PROJECT #17-0407-01

UNIVERSITY CITY, MO

CONCEPT WAREHOUSE ELEVATIONS



EXHIBIT I

WAREHOUSE BUILDING PERSPECTIVES



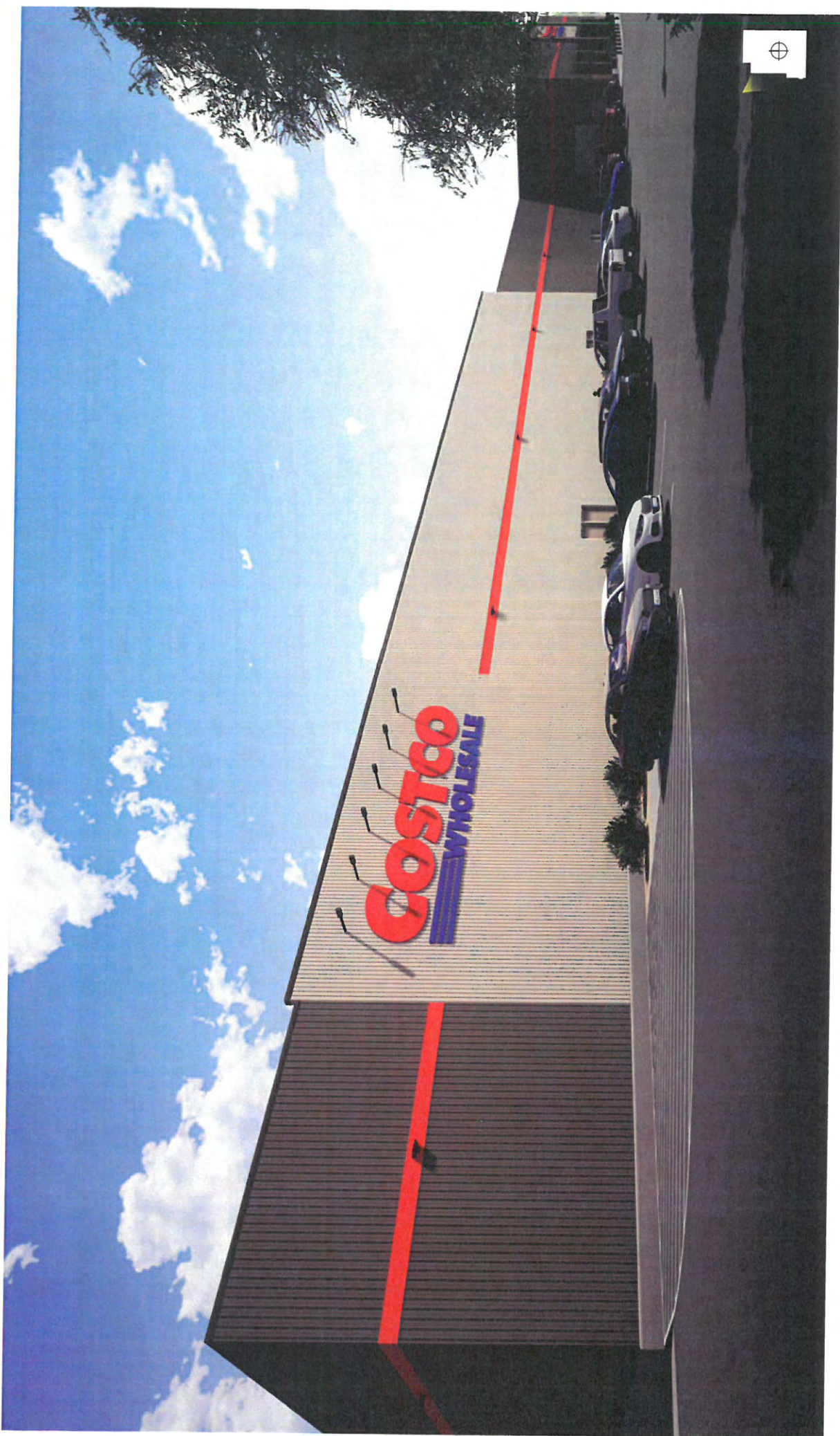
OCTOBER 22, 2020
PROJECT #17-0407-01

UNIVERSITY CITY, MO



ENTRY CANOPY PERSPECTIVE





OCTOBER 22, 2020
PROJECT #17-0407-01

UNIVERSITY CITY, MO



NORTHWEST PERSPECTIVE





SOUTHEAST PERSPECTIVE

OCTOBER 22, 2020
PROJECT #17-0407-01
UNIVERSITY CITY, MO



EXHIBIT J

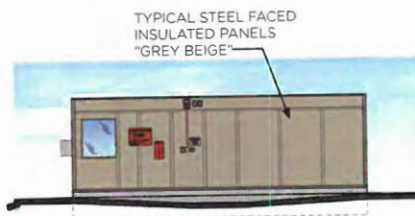
FUELING FACILITY ELEVATIONS & SIGNAGE



① CANOPY AND DISPENSER ISLANDS
SCALE: 1/8" = 1'



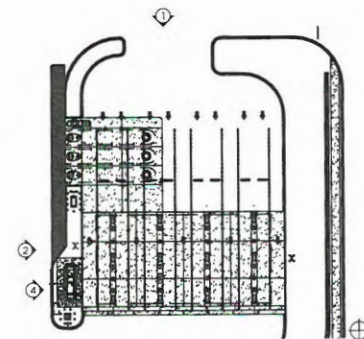
② CANOPY AND DISPENSER ISLANDS
SCALE: 1/8" = 1'



③ WARMING HUT ELEVATIONS
SCALE: 1/8" = 1'



④ CONTROLLER ENCLOSURE W/ RESTROOM EXTERIOR ELEVATIONS
SCALE: 1/8" = 1'



INTRODUCED BY:_____

DATE:_____

BILL NO. 9417

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 400.070 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE OFFICIAL ZONING MAP, BY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF MULTIPLE PROPERTIES IN REDEVELOPMENT PROJECT AREA 1 FROM PUBLIC ACTIVITY (“PA”) AND INDUSTRIAL COMMERCIAL (“IC”) DISTRICTS TO PLANNED DEVELOPMENT-COMMERCIAL (“PD-C”) DISTRICT; AND ESTABLISHING PERMITTED LAND USES AND DEVELOPMENTS THEREIN; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY.

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

WHEREAS, the City Plan Commission examined an amendment of the Official Zoning Map of the City which changes the classification of multiple properties in Redevelopment Project Area 1 associated with the proposed Costco development and legally described in “Exhibit A” attached hereto, from Public Activity (“PA”) and Industrial Commercial Districts (“IC”) to Planned Development-Commercial District (“PD-C”); and

WHEREAS, the City Plan Commission, in a video conference meeting on December 3, 2020, considered said amendment and recommended to the City Council that it be enacted into an ordinance; and

WHEREAS, due notice of a public hearing to be held by the City Council via video conference at 6:30 p.m., on January 11, 2021, was duly published in the St. Louis Countian, a newspaper of general circulation within said City on December 18, 2020; and

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

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

Section 1. Section 400.070 of the University City Municipal Code, relating to the Official Zoning Map, is hereby amended by amending the Official Zoning Map illustrating the zoning districts established pursuant to Section 400.070, so as to change the classification of multiple properties legally described in “Exhibit A”, attached hereto, from Public Activity (“PA”) and Industrial Commercial (“IC”) Districts to Planned Development-Commercial District (“PD-C”). The following land uses and developments are hereby established as permitted uses in said PD-C District, subject to approval of a final development plan: retail stores providing for the sale of consumer goods normally found in a shopping center, including the sale of clothing and apparel,

sporting goods, home or car audio and video equipment, dry goods, toys, etc., gasoline stations and vehicle service facilities.

Section 2. Said properties, totaling 16.07 acres, atr more fully described with legal descriptions, attached hereto, marked Exhibit “A” and made a part hereof.

Section 3. By Resolution No. _____, the City Council approved a preliminary development plan for the site, known as “Costco,” and authorized the preparation of a final development plan. A final development plan and plat (if applicable) must be approved by the City Council prior to the issuance of any building permits in connection with the development.

Section 4. This ordinance shall not be construed so as to relieve any person, firm or corporation from any penalty incurred by the violation of Section 400.070 of the University City Municipal Code, nor bar the prosecution of any such violation.

Section 5. Any person, firm, or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be subject to the penalties provided in Section 400.2570 of the University City Municipal Code.

Section 6. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED and ADOPTED this _____ day of _____, 2021.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

EXHIBIT A – LEGAL DESCRIPTIONS FOR REZONING

--- Proposed COSTCO Tract ---

A tract of land situated in the City of University City, the County of St. Louis and the State of Missouri, being part of Lots 3, 4, 5, 6, and 7 of Charles H. Gier's Estate, a subdivision filed for record in Plat Book 6 page 3 of the land records of said St. Louis County, Missouri, which includes all of Lot 1 and part of Lot 2 of Beckman Subdivision as recorded in Plat Book 238, page 100 of said Land Records of said St. Louis County Missouri, part of Blocks 1, 2 and 3 of St. Patrick Courts, a subdivision filed for record in Plat Book 48, page 33 of said Land Records, part of a tract of land conveyed to U City LLC as described in Deed Book 22858, page 585 of said Land Records, part of a tract of land conveyed to St. Louis County Catholic Church Real Estate Corporation as described in Deed Book 17765, page 4123 of said Land Records, all of a tract of land conveyed to Torah Center / Midwest, Inc. as described in Deed Book 8540, page 1492 of said Land Records, part of a tract of land conveyed to Wallace M McNeil as described in Deed Book 17791, page 3849 of said Land Records, and being more particularly described as follows:

BEGINNING at a found ½ inch iron pipe marking the Northeast corner of said Lot 5 of the Gier Estate also being the Northeast corner of said Lot 1 of Beckman Subdivision and being on the South right-of-way line of Alfred Avenue, 40 feet wide, thence along said South right-of-way line of Alfred Avenue, South 89 degrees 58 minutes 54 seconds East a distance of 279.59 feet to a found concrete monument marking the Northwest corner of said St. Patrick Courts; thence continuing along said South right-of-way line of Alfred Avenue, South 89 degrees 47 minutes 33 seconds East a distance of 66.31 feet; thence leaving said South right-of-way line of Alfred Avenue, South 00 degrees 27 minutes 35 seconds West a distance of 560.09 feet; thence South 14 degrees 59 minutes 08 seconds West a distance of 251.67 feet; thence South 00 degrees 13 minutes 57 seconds West a distance of 277.51 feet to the North right-of-way line of Olive Boulevard as widened, width varies; thence along said North right-of-way line of Olive Boulevard as widened as follows: North 87 degrees 54 minutes 10 seconds West a distance of 40.68 feet; North 89 degrees 54 minutes 54 seconds West a distance of 147.81 feet; North 89 degrees 56 minutes 51 seconds West a distance of 103.25 feet; North 89 degrees 50 minutes 09 seconds West a distance of 54.87 feet; North 86 degrees 23 minutes 04 seconds West a distance of 120.20 feet; North 80 degrees 56 minutes 46 seconds West a distance of 97.92 feet; North 89 degrees 25 minutes 57 seconds West a distance of 135.77 feet to the intersection of said North right-of-way line of said Olive Boulevard as widened and the Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad, a tract of land conveyed to Bi-State Development Agency of the Missouri-Illinois Metropolitan District as recorded in Deed Book 13245, page 1568 of said Land Records; thence leaving said North right-of-way line of Olive Boulevard as widened along said Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad 1,112.21 feet along the arc of a curve to the right, having a radius of 1,860.00 feet, through a central angle of 34 degrees 15 minutes 38 seconds, with a chord that bears North 15 degrees 41 minutes 11 seconds East a distance of 1,095.71 feet to the intersection of said Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad and said South right-of-way line of Alfred Avenue; thence leaving said Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad along said South right-of-way line of Alfred Avenue, South 89 degrees 55 minutes 20 seconds East a distance of 127.54 feet to the point of beginning.

Containing 16.076 Acres, according to survey by Grimes Consulting, Inc. (LS-343-D) dated September 2019.



Council Agenda Item Cover

MEETING DATE: March 15, 2021

AGENDA ITEM TITLE: Major Subdivision – Final Plat – Subdivide twenty lots totaling 18.185-acres into two (2) lots.

AGENDA SECTION: Unfinished Business - Bills

CAN THIS ITEM BE RESCHEDULED? Yes

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

BACKGROUND REVIEW:

The Plan Commission recommended approval of the proposed Major Subdivision Final Plat (Market At Olive) at its March 3, 2021 meeting. This agenda item requires the passage of an ordinance and introduction of the bill took place at the March 8, 2021 meeting. The second and third readings along with the passage of the ordinance could occur at the March 15, 2021 meeting.

Attachments:

- 1: Transmittal Letter from Plan Commission
- 2: Staff Report
3. Draft Ordinance and Plat

RECOMMENDATION: City Manager recommends approval



Plan Commission

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

March 3, 2021

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

RE: Final Plat Approval – (PC 21-03)

Dear Ms. Reese,

At a scheduled meeting on March 3, 2021 at 6:30 pm via videoconference, the Plan Commission considered the application of Grimes Consulting, Inc. for Final Plat Approval of a proposed major subdivision for the proposed "Market At Olive" plat that is associated with the proposed Costco Development.

By a vote of 6 to 0, the Plan Commission recommended approval of said major subdivision of "Market At Olive" contingent upon site control being in place prior to City Council approval.

Sincerely,

Margaret Holly, Chairperson
University City Plan Commission



Department of Planning and Development

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

STAFF REPORT **(City Council)**

MEETING DATE: March 8, 2021

FILE NUMBER: PC 21-03

COUNCIL DISTRICT: 3

Location: Proposed Costco Site

Applicant: Grimes Consulting, Inc.

Property Owner: Multiple Owners

Request: Major Subdivision – 20 Lots to 2 Lots

COMPREHENSIVE PLAN CONFORMANCE

☐ Yes ☐ No ☒ No reference

STAFF RECOMMENDATION

☐ Approval ☒ Approval with Conditions ☐ Denial

ATTACHMENTS:

A. Application Packet

Existing Zoning: Public Activity (PA), Industrial Commercial (IC)
Existing Land Use: Commercial, Institutional, Industrial
Proposed Zoning: PD-C Planned Development-Commercial Use District
Proposed Land Use: Retail Commercial

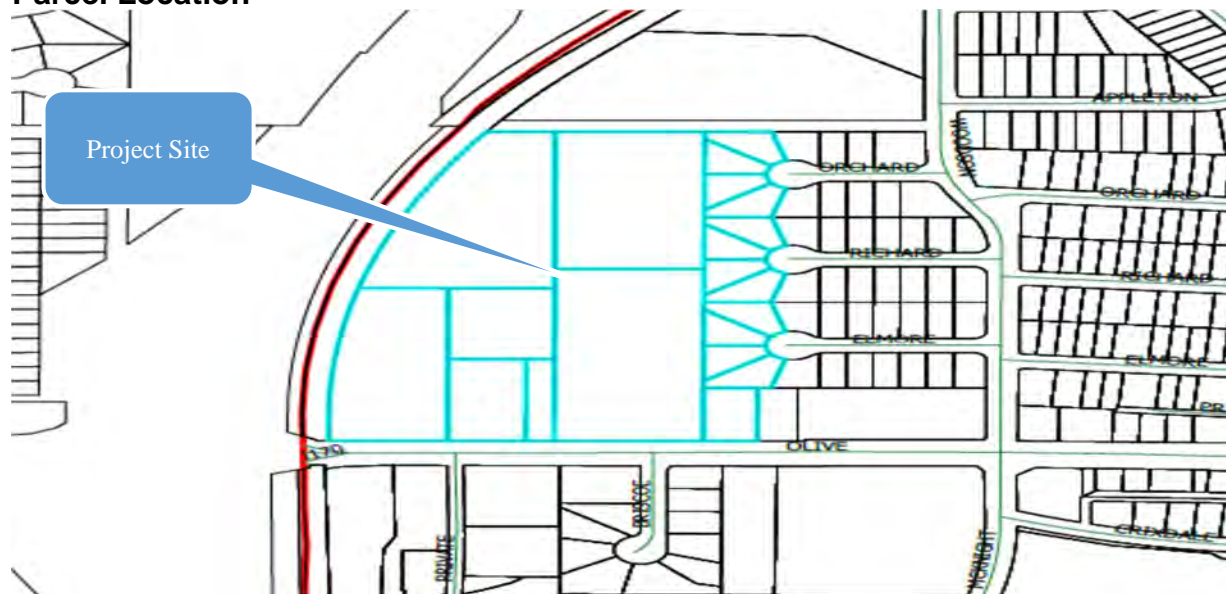
Surrounding Zoning and Current Land Use:

North:	Industrial Commercial (IC)	Industrial / Utility
East:	Single-Family Residential (SR)	Single-Family
	General Commercial (GC)	Commercial
South:	High Density Residential (HR)	Multi-Family
	Industrial Commercial (IC)	Commercial
West:	Public Activity (PA)	I-170

Existing Property

St. Louis County Locator ID's: 17L640445, 16K110915, 16K110971, 17K430885, 17K430269, 17K430270, 17K430874, 16K110388, 16K110322, 16K110234, 16K110179, 16K110092, 16K110014, 17K430731, 17K430654, 17K430588, 17K430500, 17K430423, 17K430346 & 17K430236. The subject properties are approximately 18.18 acres and currently house a various range of uses that include a self-storage facility, a school, places of worship, residential and other commercial service industries. The 18.18 acre site is located on the north side of Olive Boulevard at the 170 Interchange

Parcel Location



Aerial Overhead



Applicant's Request

The applicant is seeking a major subdivision to consolidate the twenty lots into two tracts to accommodate the proposed Costco development. The first tract will be approximately 16.07 Acres for the Costco Site and the remaining approximately 2.11 acres will be incorporated into the remainder of RPA 1 and provide for project staging.

Process – Required City Approvals

Staff Review.

Staff reviewed this as part of the "Major Subdivision" process identified in Section 405.165 of the Subdivision regulations. The submitted application is consistent with the provisions of a "Minor Subdivision" with the exception that the total area of the tract is greater than two (2) acres in size. Section 405.165 and 405.170 defines Major and Minor subdivisions as the following;

Section 405.165 Major Subdivisions.

- A.** Major subdivisions require the submittal of a sketch plat and approval of a preliminary and a final plat in accordance with the provisions of this Chapter. A major subdivision is a subdivision having any of the following characteristics:
- 1.** The subdivision involves the creation of more than four (4) lots;
 - 2.** The total area of the tract to be subdivided is greater than two (2) acres in size;
 - 3.** There are proposed publicly dedicated streets, alleys, easements, parks or other public lands; or
 - 4.** Any subdivision of a tract of land for which a rezoning is required for all or a portion of the tract, including rezoning to a "PD" district.

Section 405.170 Minor Subdivisions.

A minor subdivision is a subdivision that does not have any of the characteristics of a major subdivision as described in Section **405.165**. Minor subdivisions are not required to comply with the sketch plat and preliminary plat provisions of this Chapter.

Due to the prior approvals of the “Amended Final Plan” Staff reviewed the plat per Section 405.390.B:

Staff Review.

1. Completeness of submittal. Upon receipt of final plat and associated documents, the Zoning Administrator shall review the documents to determine acceptability for submission. If the Administrator determines the submittal is complete, then the submittal shall be date stamped.
2. Distribution. As soon as practical after acceptance of the final plat submittal, the Zoning Administrator shall distribute copies of the final plat to the Director of Community Development, Director of Public Works and Parks, Fire Chief and other City staff as appropriate.
3. Staff review. The Zoning Administrator shall review the final plat and solicit comments from other City staff on said plat, to determine compliance with the approved preliminary plat, including any conditions of approval placed on the preliminary plat, and consistency with the approved improvement plans. The staff findings shall be submitted to the Plan Commission.

No comments were received from other City Departments. Community Development Department comments are included in this report.

Plan Commission. Section 405.250 requires Plan Commission approve the applicant to proceed with the preparation of improvement plans. 405.380 of the Subdivision and Land Development Regulations requires that the Plan Commission shall approve or disapprove the Final Plat to determine substantial compliance with the Preliminary Plat.

City Council. As soon as practical after the Plan Commission makes its determination, the final plat shall be forwarded to the City Council for its consideration. Upon determination that the final plat is in full compliance with the requirements hereof, the Council shall adopt an ordinance approving such final plat.

Analysis

Staff determined that the Preliminary and Final Plat and ultimately the final plat would meet all requirements of 405.380 of the Subdivision and Land Development Regulations. It would be in substantial conformance with the approved preliminary plat.

Conclusion/Recommendation

The proposal meets the intent of all Zoning Code and Subdivision Regulation requirements for a Final Plat. Thus, staff and the Plan Commission recommends approval of the proposed Major Subdivision Final Plat contingent upon site control being in place prior to City Council approval.

INTRODUCED BY:_____

DATE:_____

BILL NO.

ORDINANCE NO.

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

WHEREAS, an application was submitted by Grimes Consulting, Inc., authorized agent, on February 11, 2021 for the approval of a final subdivision plat of a tract of land to be known as Market At Olive; and

WHEREAS, at its meeting on March 3, 2021, the City Plan Commission reviewed the final plat for the major subdivision and determined that the final plat is in substantial compliance with the requirements of the University City Municipal Code and recommended to the City Council approval of the final plat; and

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

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

Section 1. Attached, marked “Exhibit A” and made a part hereof is a final subdivision plat of a tract of land to be known as “Market At Olive”: Charles H. Gier’s Estate Subdivision Lots 2, 3, 4, 5, 6 and 7, including all of Lot 1 and Part 2 of Beckman Subdivision and all of Lots 8, 9, 10 & 11 of Blks 1 and 2 and all of Lots 6, 7, 8, 9, 10 and 11, Blk 3 of St. Patrick Courts Subdivision in University City and St. Louis County, Missouri.

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

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

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

PASSED and ADOPTED this _____ day of _____, 2021.

MAYOR

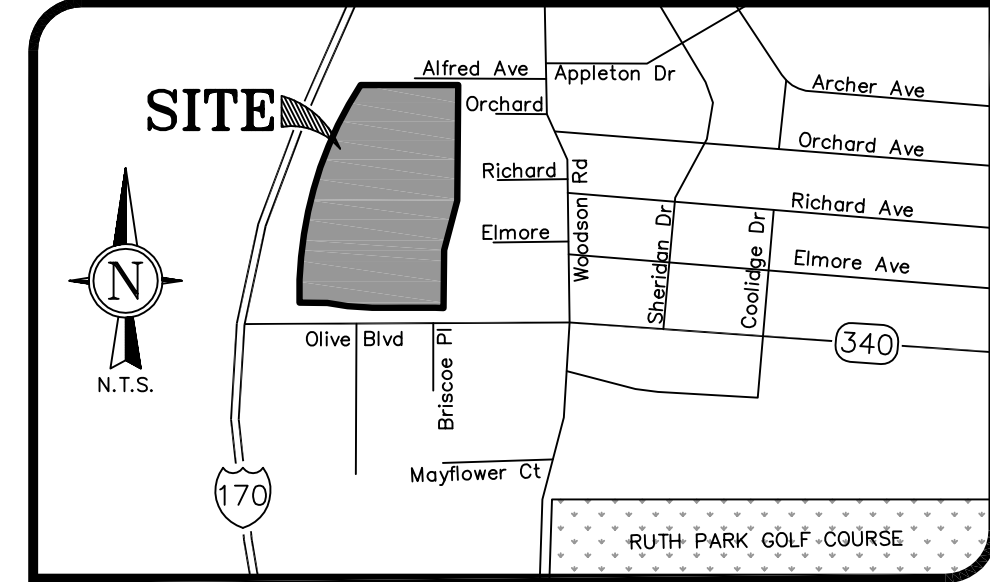
ATTEST:

CITY CLERK

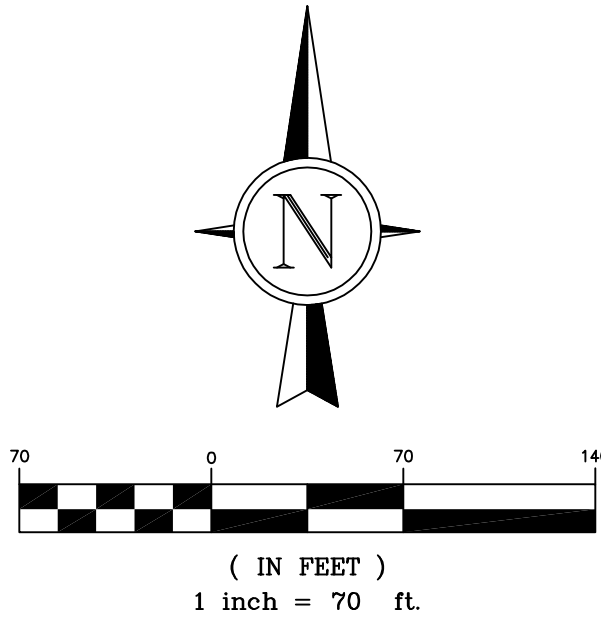
CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

“EXHIBIT A”



PREPARED FOR:
NOVUS COMPANIES
CONTACT: JONATHAN BROWNE
#20 ALLEN AVENUE, SUITE 400
WEBSTER GROVES, MO 63119
EMAIL: JPBROWNE@NOVUSDEV.COM



BASIS OF BEARING
MISSOURI STATE PLANE GRID
NORTH FROM STATIC GPS TIES
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ABBREVIATIONS

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- FOUND STONE
- ⊕ FOUND R.O.W. MARKER
- FOUND AXLE
- SET 1/2" IRON ROD UNLESS OTHERWISE NOTED

L=5.29', R=1,860.00'
D=000°09'46"
Ch=N01°31'32"W, 5.29'
N01°36'25"W 16.24'

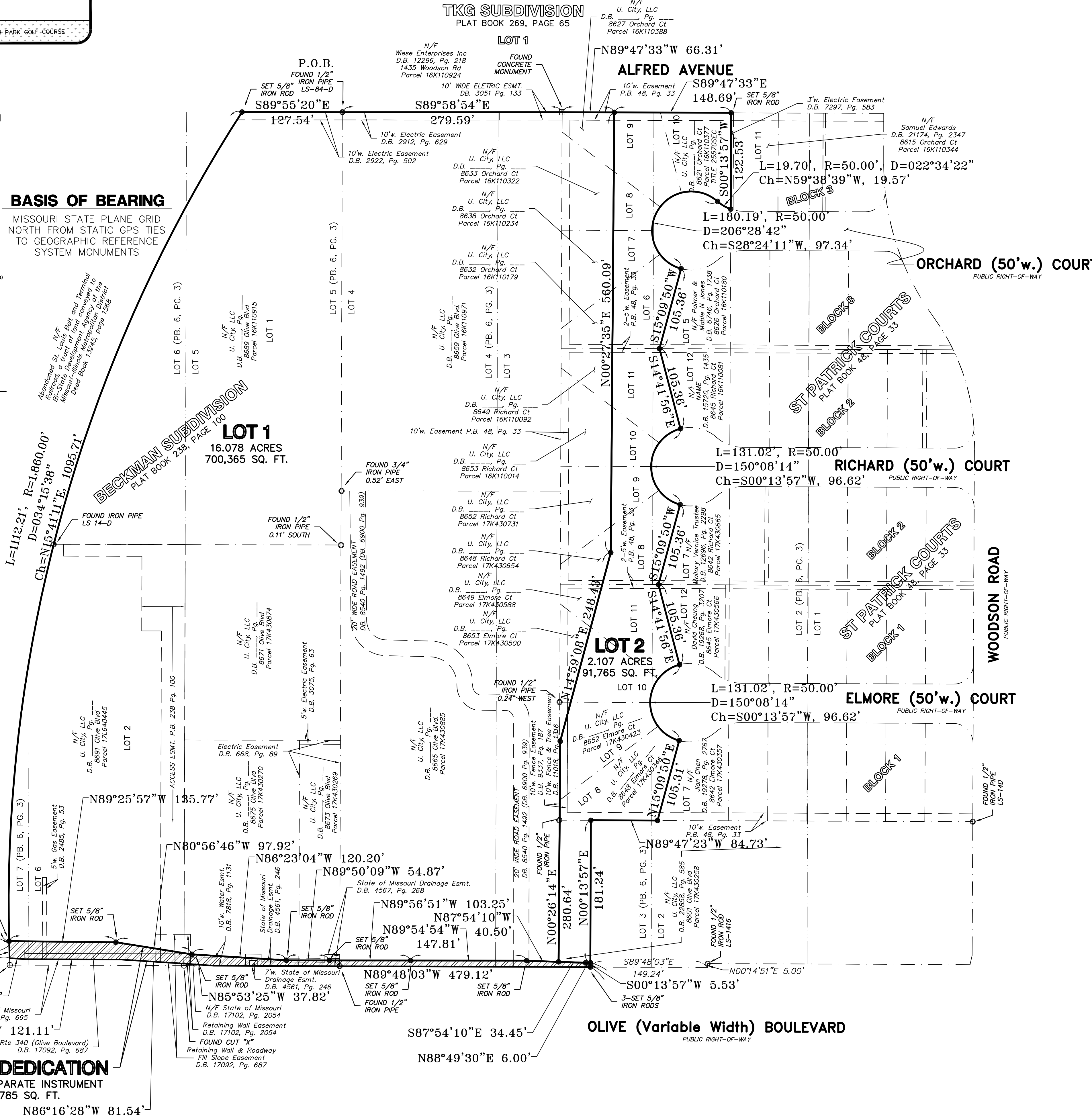
N85°46'52"W 19.36'
N89°50'22"W 121.11'
N86°16'28"W 81.54'

RIGHT-OF-WAY DEDICATION
TO BE DEDICATED BY SEPARATE INSTRUMENT
0.202 ACRES; 8,785 SQ. FT.

MARKET AT OLIVE A SUBDIVISION PLAT

PART OF LOTS 3-7 OF CHARLES H. GIERS ESTATE, PLAT BOOK 6 PAGE 3
TOWNSHIPS 45 AND 46, RANGE 6
UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

TKG SUBDIVISION
PLAT BOOK 269, PAGE 65



A tract of land situated in the City of University City, the County of St. Louis and the State of Missouri, being part of Lots 2, 3, 4, 5, 6, and 7 of Charles H. Gier's Estate, a subdivision filed for record in Plat Book 6 page 3 of the land records of said St. Louis County, Missouri, which includes all of Lot 1 and part of Lot 2 of Beckman Subdivision as recorded in Plat Book 238, page 100 of said Land Records of said St. Louis County Missouri, part of Blocks 1, 2 and 3 of St. Patrick Courts, a subdivision filed for record in Plat Book 48, page 33 of said Land Records, part of a tract of land conveyed to U City LLC as described in Deed Book 22858, page 585 of said Land Records, part of a tract of land conveyed to St. Louis County Catholic Church Real Estate Corporation as described in Deed Book 17765, page 4123 of said Land Records, all of a tract of land conveyed to Torah Center / Midwest, Inc. as described in Deed Book 6540, page 1492 of said Land Records, part of a tract of land conveyed to Wallace M. McNeil as described in Deed Book 17791, page 3849 of said Land Records, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron pipe marking the Northeast corner of said Lot 5 of the Gier Estate also being the Northeast corner of said Lot 1 of Beckman Subdivision and being on the South right-of-way line of Alfred Avenue, 40 feet wide, thence along said South right-of-way line of Alfred Avenue, South 89 degrees 58 minutes 54 seconds East a distance of 279.59 feet to a found concrete monument marking the Northwest corner of said St. Patrick Courts; thence continuing along said South right-of-way line of Alfred Avenue, South 89 degrees 47 minutes 33 seconds East a distance of 66.31 feet to a set 1/2 inch iron rod; thence continuing along said South right-of-way line of Alfred Avenue, South 89 degrees 47 minutes 33 seconds East a distance of 148.69 feet to a set 5/8 inch iron rod marking the Northwest corner of Lot 11 of said Block 3 of St. Patrick Courts; thence leaving said South right-of-way line of Alfred Avenue, and along said West line of Lot 11, South 00 degrees 13 minutes 57 seconds West a distance of 122.53 feet to a set 1/2 inch iron rod marking the Southwest corner of said Lot 11, and also being on the North cul-de-sac of Orchard Court, 50 feet wide; thence along said cul-de-sac of Orchard Court the following courses and distances; 19.70 feet along the arc of a curve to the right, having a radius of 50.00 feet, through a central angle of 22 degrees 34 minutes 22 seconds, with a chord that bears North 59 degrees 38 minutes 39 seconds West a distance of 19.57 feet to a set 1/2 inch iron rod; 180.19 feet along the arc of a curve to the left, having a radius of 50.00 feet, through a central angle of 206 degrees 28 minutes 42 seconds, with a chord that bears South 28 degrees 24 minutes 11 seconds West a distance of 97.34 feet to a set 1/2 inch iron rod marking the Northwest corner of Lot 5 of said Block 1 of St. Patrick Courts; thence leaving said cul-de-sac and along the Western line of said Lot 5, South 15 degrees 09 minutes 50 seconds West a distance of 105.36 feet to a set 1/2 inch iron rod marking the Southwest corner of said Lot 5, and also being the Northwest corner of Lot 12 of said Block 2 of St. Patrick Courts; thence along the Western line of said Lot 12, South 14 degrees 41 minutes 56 seconds East a distance of 105.36 feet to a set 1/2 inch iron rod marking the Southwest corner of said Lot 12, and also being on the cul-de-sac of Richard Court, 50 feet wide; thence along said cul-de-sac of Richard Court, 131.02 feet along the arc of a curve to the left, having a radius of 50.00 feet, through a central angle of 150 degrees 08 minutes 14 seconds, with a chord that bears South 00 degrees 13 minutes 57 seconds West a distance of 96.62 feet to a set 1/2 inch iron rod marking the Northwest corner of Lot 7 of said Block 2 of St. Patrick Courts; thence leaving said cul-de-sac and along the Western line of said Lot 7, South 15 degrees 09 minutes 50 seconds West a distance of 105.36 feet to a set 1/2 inch iron rod marking the Southwest corner of said Lot 7, and also being the Northwest corner of Lot 12 of said Block 1 of St. Patrick Courts; thence along the Western line of said Lot 12, South 14 degrees 41 minutes 56 seconds East a distance of 105.36 feet to a set 1/2 inch iron rod marking the Southwest corner of said Lot 12, and being on the cul-de-sac of Elmore Court, 50 feet wide; thence leaving said Western line of Lot 12 and along said cul-de-sac of Elmore Court, 131.02 feet along the arc of a curve to the left, having a radius of 50.00 feet, through a central angle of 150 degrees 08 minutes 14 seconds, with a chord that bears South 00 degrees 13 minutes 57 seconds West a distance of 96.62 feet to a set 1/2 inch iron rod marking the Northwest corner of Lot 7 of said Block 1 of St. Patrick Courts; thence leaving said cul-de-sac and along the Western line of said Lot 7, South 15 degrees 09 minutes 50 seconds West a distance of 105.36 feet to a set 1/2 inch iron rod marking the Southwest corner of said Lot 7, and being on the North boundary line of said U. City, LLC tract, North 89 degrees 47 minutes 23 seconds West a distance of 84.73 feet to a set 1/2 inch iron rod; thence leaving said North boundary line of said U. City, LLC tract, South 00 degrees 13 minutes 57 seconds West a distance of 181.24 feet to a set 5/8 inch iron rod on the North right-of-way line of Olive Boulevard as widened, width varies; thence along said North right-of-way line of Olive Boulevard as widened as follows: South 00 degrees 13 minutes 57 seconds West a distance of 5.53 feet to a set 5/8 inch iron rod; North 87 degrees 54 minutes 10 seconds West a distance of 34.27 feet to a set 5/8 inch iron rod; North 89 degrees 54 minutes 54 seconds West a distance of 147.81 feet to a set 5/8 inch iron rod; North 89 degrees 56 minutes 51 seconds West a distance of 103.25 feet to a set 5/8 inch iron rod; North 89 degrees 50 minutes 09 seconds West a distance of 103.25 feet to a set 5/8 inch iron rod; North 86 degrees 23 minutes 04 seconds West a distance of 120.20 feet to a set 5/8 inch iron rod; North 80 degrees 56 minutes 46 seconds West a distance of 97.92 feet to a set 5/8 inch iron rod; North 89 degrees 25 minutes 57 seconds West a distance of 135.77 feet to a set 5/8 inch iron rod marking the intersection of said North right-of-way line of Olive Boulevard as widened and the Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad, a tract of land conveyed to Bi-State Development Agency of the Missouri-Illinois Metropolitan District as recorded in Deed Book 13245, page 1568 of said Land Records; thence leaving said North right-of-way line of Olive Boulevard as widened along said Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad 1,112.21 feet along the arc of a curve to the right, having a radius of 1,860.00 feet, through a central angle of 34 degrees 15 minutes 38 seconds, with a chord that bears North 15 degrees 41 minutes 11 seconds East a distance of 1,095.71 feet to the intersection of said Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad and said South right-of-way line of Alfred Avenue; thence leaving said Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad along said South right-of-way line of Alfred Avenue, South 89 degrees 55 minutes 20 seconds East a distance of 127.54 feet to the point of beginning.

Containing 18.185 Acres, according to survey by Grimes Consulting, Inc. (LS-343-D) dated September 2019.

IN WITNESS WHEREOF, we hereunto set our firm name at our office in St. Louis County, Missouri on this 11 day of February, 2021.

GRIMES CONSULTING, INC. LS-343-D

By R. CORY SPENCE, PLS-2015017842
MISSOURI PROFESSIONAL LAND SURVEYOR



GRIMES CONSULTING, INC.
12300 OLD TESSON RD.
SUITE 3000
ST. LOUIS, MO 63128
PH (314) 849-6100
FAX (314) 849-6010
www.grimesconsulting.com
PE COA# E-1470-D
PLS COA# LS-343-D

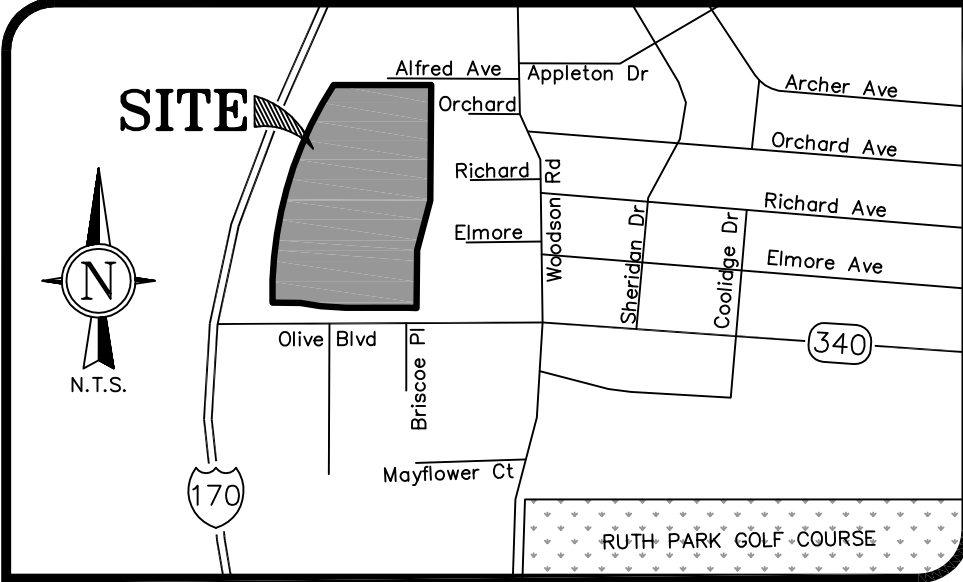
REV. NO.	DATE	REMARKS
1	12/09/20	Revised common lot line.
2	02/11/21	Revised Lot 2 boundary.

**MARKET AT OLIVE
A SUBDIVISION PLAT**
8691 OLIVE BLVD., UNIVERSITY CITY, MO

**SUBDIVISION
PLAT**

JOB NUMBER: **3082**
DRAWN BY: **RCS**
DATE: **11/03/20**
CHECKED BY: **EEG**
DATE: **11/03/20**
SHEET:

1 of 2

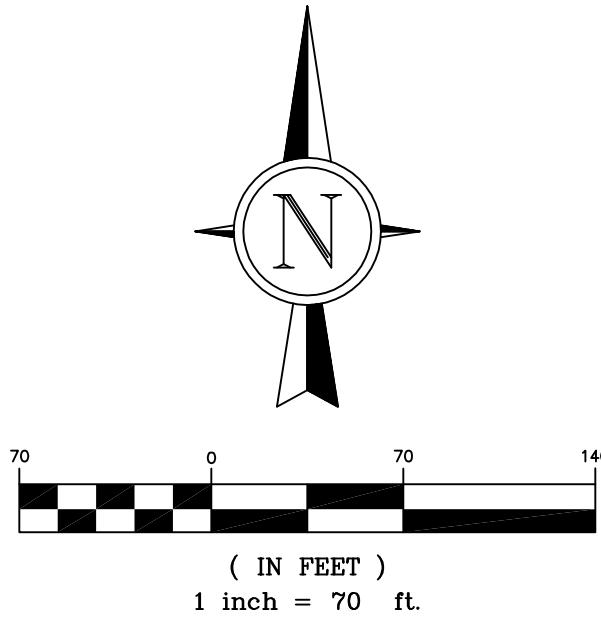


MARKET AT OLIVE A SUBDIVISION PLAT

PART OF LOTS 2-7 OF CHARLES H. GIERS ESTATE, PLAT BOOK 6 PAGE 3
TOWNSHIPS 45 AND 46, RANGE 6
UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

TKG SUBDIVISION
PLAT BOOK 269, PAGE 65

PREPARED FOR:
NOVUS COMPANIES
CONTACT: JONATHAN BROWNE
#20 ALLEN AVENUE, SUITE 400
WEBSTER GROVES, MO 63119
EMAIL: JPBROWNE@NOVUSDEV.COM



BASIS OF BEARING

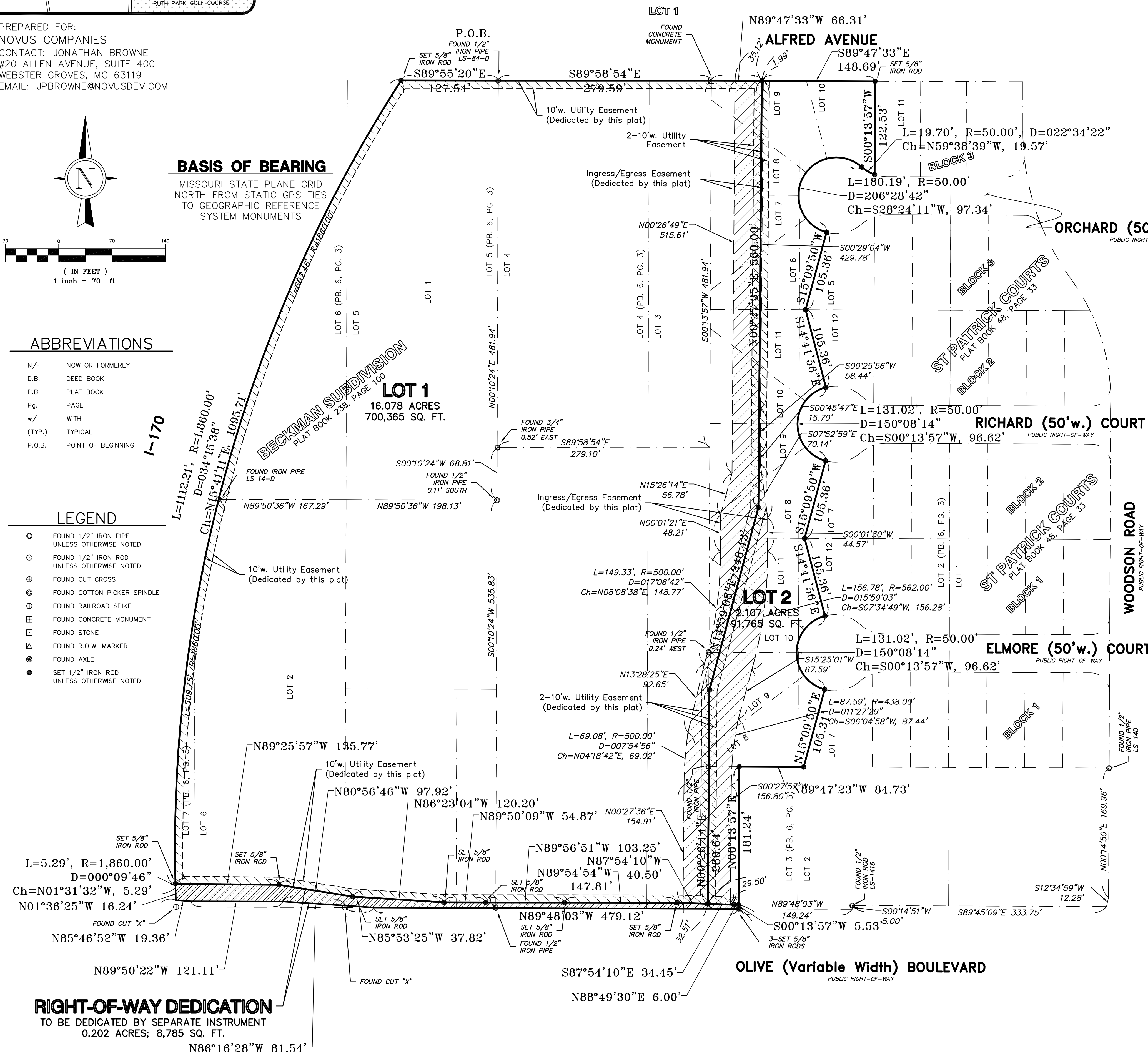
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- ⊕ FOUND R.O.W. MARKER
- ⊕ FOUND AXLE
- SET 1/2" IRON ROD UNLESS OTHERWISE NOTED



--- Owner's Certification ---
(I or We) the undersigned owner(s) of land hereupon platted and further described in the foregoing description, have caused these lots to be adjusted in land area in the manner shown on this plat, which boundary adjustment shall hereafter be known as the "Market at Olive, a Subdivision Plat".

10 Foot Wide Utility Easement(s) as shown hereon hatched is hereby dedicated to Missouri American Water Company, Spire, Ameren Missouri, AT&T, Metropolitan St. Louis Sewer District, their successors and assigns as their interests may appear, for the purpose of constructing, maintaining, and repairing of public utilities, sewers and stormwater facilities, and to use such additional space adjacent to the easement(s) so granted as may be required for working room during construction, reconstruction, maintenance, or repair of the aforementioned utilities, sewers, and stormwater facilities. All recipients of said easements may from time to time enter upon said premises to construct, reconstruct, maintain, or repair the aforesaid utilities, sewers or stormwater facilities, and may assign its right to the State, County, or other political subdivisions of the State.

Ingress/Egress Easement as shown hereon hatched is hereby dedicated to the current and future owners of Lot 1 and Lot 2 of "Market at Olive, a Subdivision Plat," their successors and assigns as their interest may appear, for the purposes of perpetual, non-exclusive, mutual cross access, vehicular and pedestrian ingress and egress.

In witness whereof, I have herewith set my hand this _____ day of _____, 20__.

U. City, L.L.C.
a Missouri limited liability company

Print Name, Title

State of Missouri }
County of St. Louis } SS.

On this _____ day of _____, 20__ before me did appear _____ who being by me duly sworn did say that (s)he is the _____ of U. City, L.L.C. a limited liability company in the State of Missouri and that said instrument was signed on behalf of said limited liability company and that said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

In testimony whereof, I have herewith set my hand and affixed my official seal in the County and State aforesaid the day and year last above written.

Notary Public

My commission expires: _____

--- University City, Missouri Certification ---

This is to certify that this plat of "Market at Olive, a Subdivision Plat" was approved by the Planning Commission of the City of University City, Missouri on the _____ day of _____, 20__.

Print Name, Chairperson

Print Name, Executive Secretary

This is to certify that this plat of "Market at Olive, a Subdivision Plat" was approved by the City Council of the City of University City, Missouri on the _____ day of _____, 20__.

Print Name, City Clerk

--- Surveyor's Certification ---

This is to certify to the best of my belief, knowledge, and ability that Grimes Consulting, Inc., at the request of Jonathan Browne of Novus Companies, during the month of October, 2020, prepared a subdivision plat, based on field information obtained from field personnel under my direction of a tract of land being part of lots 2-7 of Charles H. Giers Estate, Plat Book 6 Page 3, University City, St. Louis County, Missouri, and have subdivided said tract in the manner shown hereon.

I declare that under my supervision and to the best of my professional judgment that this survey and the results shown hereon are made in accordance with the current Standards For Property Boundary Surveys for Urban Class Property as set forth by the Missouri Department Of Agriculture, Land Survey Program, and rules promulgated by The Missouri Board For Architects, Professional Engineers, and Professional Land Surveyors and Professional Landscape Architects effective June 30, 2017.

IN WITNESS WHEREOF, we hereunto set our firm name at our office in St. Louis County, Missouri this 11 day of February, 2021.

GRIMES CONSULTING, INC. LS-343-D

By R. CORY SPENCE, PLS-2015017842
MISSOURI PROFESSIONAL LAND SURVEYOR



GRIMES CONSULTING, INC.
12300 OLD TESSON RD.
SUITE 3000
ST. LOUIS, MO 63128
PH (314) 849-6100
FAX (314) 849-6010
www.grimesconsulting.com
PE COA# E-1470-D
PLS COA# LS-343-D

REV. NO.	DATE	REMARKS
1	12/09/20	Revised common lot line.
2	02/11/21	Revised Lot 2 boundary.

MARKET AT OLIVE
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8691 OLIVE BLVD, UNIVERSITY CITY, MO

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JOB NUMBER:	3082
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DATE:	11/03/20
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Council Agenda Item Cover

MEETING DATE: March 15, 2021

AGENDA ITEM TITLE: An Ordinance Authorizing the Issuance of Tax Increment Financing Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A and B, of the City of University City, Missouri, to Provide Funds to Finance Certain Redevelopment Project Costs; and Approving Certain Actions in Connection With the Issuance of the Notes.

AGENDA SECTION: Unfinished Business - Bills

CAN THIS ITEM BE RESCHEDULED? No

PREPARED/SUBMITTED BY: City Manager Office

BACKGROUND REVIEW:

This Bill authorizes the issuance of Tax Increment Financing Notes of the City in a principal amount not to exceed \$70.5 million plus Issuance Costs. The Notes provide for payment of a portion of the costs of the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project for Area 1 (RPA 1).

The Notes shall be issued under and secured by and shall have the terms and provisions set forth in the Redevelopment Agreement between the City and the Developer and the Trust Indenture (Bill Exhibit A) between the City and the Trustee.

The Notes and the interest thereon shall constitute special, limited obligations of the City payable as to principal, premium, if any, and interest solely from Pledged Revenues (as defined in the Trust Indenture) and other moneys pledged thereto and held by the Trustee pursuant to the Indenture. The Notes shall not constitute debts or liabilities of the City (except as provided in the foregoing sentence), The Markets at Olive Community Improvement District (the "District"), the State of Missouri or any political subdivision thereof within the meaning of any constitutional, statutory or charter debt limitation or restriction.

RECOMMENDATION:

City Manager recommends approval.

ATTACHMENTS:

- Bill No. 9428

INTRODUCED BY: _____

DATE: _____, 2021

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE NOTES (OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT PROJECT AREA 1), SERIES A AND B, OF THE CITY OF UNIVERSITY CITY, MISSOURI, TO PROVIDE FUNDS TO FINANCE CERTAIN REDEVELOPMENT PROJECT COSTS; AND APPROVING CERTAIN ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE NOTES.

WHEREAS, the City is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri, as amended (the “Act”), to issue notes for the purpose of providing funds to finance the costs of certain redevelopment projects and to pay certain costs related to the issuance of such notes; and

WHEREAS, the City has approved the “Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan” dated April 18, 2019 (the “Plan”) pursuant to the Act, which Plan contemplates the issuance of tax increment revenue notes to provide funds to finance certain redevelopment project costs; and

WHEREAS, to implement the redevelopment project for “RPA 1” described in the Plan (the “Redevelopment Project”), the City, U. City, LLC and U. City TIF Corporation entered into a Redevelopment Agreement dated as of June 13, 2019 and a First Amendment to Redevelopment Agreement dated as of June 29, 2020 (collectively, the “Redevelopment Agreement”); and

WHEREAS, the Redevelopment Agreement provides that the City will issue tax increment revenue notes upon the terms and conditions provided in the Redevelopment Agreement, and the City now desires to authorize the issuance of its Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A and B (the “Notes”) to reimburse the Developer for a portion of the redevelopment project costs incurred by the Developer under the Plan as part of the Redevelopment Project.

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

Section 1. To accomplish the purposes of the Act and to provide for the payment of a portion of the costs of the Redevelopment Project, the City hereby authorizes the issuance of the Notes in a principal amount of not to exceed \$70,500,000 plus Issuance Costs (as defined in the Redevelopment Agreement). The Notes shall be issued under and secured by and shall have the terms and provisions set forth in the Redevelopment Agreement and the hereinafter-described Indenture. The Notes shall bear such dates, shall mature at such times and in the amounts, shall be in such denominations, shall bear interest at such rates, shall be in such forms, shall be subject to redemption, shall have such other terms and provisions, and shall be issued, executed and delivered in such manner subject to such provisions, covenants and agreements as are set forth in the Indenture. The Notes shall be executed on behalf of the City by the City Manager and attested by the City Clerk, and shall have the corporate seal of the City affixed thereto.

Section 2. The Notes and the interest thereon shall constitute special, limited obligations of the City payable as to principal, premium, if any, and interest solely from Pledged Revenues (as defined in the Indenture) and other moneys pledged thereto and held by the Trustee (as herein defined) pursuant to the Indenture. The Notes shall not constitute debts or liabilities of the City (except as provided in the foregoing sentence), The Markets at Olive Community Improvement District (the “District”), the State of Missouri or any political subdivision thereof within the meaning of any constitutional, statutory or charter debt limitation or restriction. Neither the City, the District, the Tax Increment Financing Commission of the City of University City, Missouri (the “Commission”), the commissioners of said Commission, the officers, employees and agents of the City or the District nor any person executing the Notes shall be personally liable for such obligations by reason of the issuance thereof.

Section 3. The City Council hereby approves the following documents, in substantially the forms presented to and reviewed by the City Council at this meeting and attached to this Ordinance (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officer or officers of the City executing such documents, such officer’s or officers’ signatures thereon being conclusive evidence of his, her or their approval thereof:

(a) Trust Indenture (the “Indenture”) between the City and the trustee named therein (the “Trustee”), attached hereto as **Exhibit A**; and

(b) Tax Compliance Agreement (the “Tax Compliance Agreement”) by and between the City and the Trustee, in a form approved by the City Attorney and the City Manager and consistent with the form of tax compliance agreement generally used for tax-exempt tax increment financing municipal obligations based on the applicable laws and regulations at the time of issuance of any Tax-Exempt TIF Notes (as defined in the Indenture).

Section 4. The City Manager is hereby authorized and directed to execute and to deliver the Notes to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The City Manager is hereby authorized and directed to execute and deliver, on behalf of the City, the Indenture, the Tax Compliance Agreement, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance. The City Clerk is hereby authorized and directed to attest to the Notes, the Indenture, the Tax Compliance Agreement, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 5. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such further action 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 Notes, the Indenture, the Tax Compliance Agreement and the Redevelopment Agreement.

Section 6. 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 with and dependent upon the void section that it cannot be presumed that the City Council 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.

Section 7. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED and ADOPTED THIS ____ DAY OF MARCH, 2021.

MAYOR

(Seal)

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

EXHIBIT A
FORM OF TRUST INDENTURE

CITY OF UNIVERSITY CITY, MISSOURI

and

**BOKF, N.A.,
as Trustee**

TRUST INDENTURE

Dated as of March 1, 2021

Relating to

**\$[*Principal Amount*]
City of University City, Missouri
Tax Increment Revenue Notes
(Olive Boulevard Commercial Corridor and Residential Conservation
Redevelopment Project Area 1)
Series A and B**

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TRUST INDENTURE

THIS TRUST INDENTURE (the “Indenture”), made and entered into as of March 1, 2021, by and between the **CITY OF UNIVERSITY CITY, MISSOURI**, an incorporated political subdivision of the State of Missouri (the “City”), and **BOKE, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and having a corporate trust office located in St. Louis, Missouri, as trustee (the “Trustee”);

RECITALS:

1. The City is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “Act”), to issue notes for the purpose of providing funds to finance the costs of redevelopment projects and to pay costs related to the issuance of such notes.

2. The City Council has heretofore created the Tax Increment Financing Commission of the City of University City, Missouri (the “Commission”).

3. A plan for redevelopment known as the “Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan” dated April 18, 2019 (the “Redevelopment Plan”) has been prepared and reviewed by the Commission and the City.

4. The Redevelopment Plan has three redevelopment project areas (“RPA 1,” “RPA 2” and “RPA 3,” respectively) and describes redevelopment projects for each, including (a) an “RPA 1 Redevelopment Project” consisting of a mixed-use development including retail, restaurant, office, multi-family residential, senior living residential and hotel uses near the vicinity of the Olive Boulevard and Interstate 170 interchange, (b) an “RPA 2 Redevelopment Project” promoting residential conservation activities in the existing residential areas located north of Olive Boulevard, and (c) an “RPA 3 Redevelopment Project” promoting commercial redevelopment along Olive Boulevard from the terminus of RPA 1 on the west to the City limits on the east. The three redevelopment project areas collectively comprise the “Redevelopment Area.”

5. The Commission held a public hearing in conformance with the Act on May 23, 2018 and continued on June 6, 2018, June 22, 2018 and August 23, 2018, and received comments relative to, among other matters, (a) the Redevelopment Plan, (b) the designation of the Redevelopment Area as a redevelopment area (as that term is defined in the Act) and (c) the approval of the RPA 1 Redevelopment Project, the RPA 2 Redevelopment Project and the RPA 3 Redevelopment Project.

6. On June 10, 2019, the City Council adopted (a) Ordinance No. 7104 approving the Redevelopment Plan and designating the Redevelopment Area as a redevelopment area (as that term is defined in the Act), (b) Ordinance No. 7105 approving the RPA 1 Redevelopment Project and adopting tax increment financing within RPA 1, (c) Ordinance No. 7106 approving the RPA 2 Redevelopment Project and adopting tax increment financing within RPA 2, (d) Ordinance No. 7107 approving the RPA 3 Redevelopment Project and adopting tax increment financing within RPA 3, and (e) Ordinance No. 7108 approving (i) a redevelopment agreement (the “Original Redevelopment Agreement”) among the City, U. City, LLC and U. City TIF Corporation (U. City, LLC and U. City TIF Corporation are collectively referred to herein as the “Developer”) and (ii) a District Project Agreement among the City, the Developer and the below-defined District (the “District Project Agreement”).

7. On August 10, 2020, the City Council adopted Ordinance No. 7131 approving a petition for the creation of The Markets at Olive Community Improvement District (the “District”) in accordance with Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “CID Act”).

8. On August 17, 2020, the District’s Board of Directors adopted (a) Resolution No. 2020-04 authorizing the imposition of a sales tax, subject to voter approval, pursuant to the CID Act (the “District Sales Tax”) and (b) Resolution No. 2020-10 approving the District Project Agreement.

9. On May 26, 2020, the City Council adopted Ordinance No. 7126 approving a First Amendment to Redevelopment Agreement between the City and the Developer (the “First Amendment” and together with the Original Redevelopment Agreement, the “Redevelopment Agreement”).

10. On March __, 2021, the City Council adopted Ordinance No. ____ (the “Note Ordinance”) authorizing the City to issue its Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A and B (the “Notes”), in the aggregate principal amount of not to exceed \$70,500,000 plus Issuance Costs (as defined in the Redevelopment Agreement), to provide funds to pay for certain Redevelopment Project Costs (as defined in the Redevelopment Agreement) incurred or to be incurred in connection with the RPA 1 Redevelopment Project.

11. Pursuant to the Note Ordinance, the City is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Notes as hereinafter provided.

12. All things necessary to make the Notes, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding obligations of the City, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Notes issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Notes, subject to the terms hereof, have in all respects been duly authorized.

NOW THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Notes by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Notes according to their tenor and effect and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Notes contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust and its assigns, in and to all and singular the property described in paragraphs (a) and (b) below (said property being herein referred to as the “Trust Estate”), to-wit:

(a) All Net Proceeds derived by the City under and pursuant to and subject to the provisions of the Redevelopment Agreement and the District Project Agreement or otherwise (excluding the City’s rights to payment of its fees and expenses and to be indemnified in certain instances); and

(b) All moneys and securities from time to time held by the Trustee under the terms of this Indenture and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Notes Outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Note over or from the others, except as herein otherwise expressly provided;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the City or its successors or assigns pays or causes to be paid the principal of such Notes with interest, according to the provisions set forth in the Notes, or provides for the payment or redemption of such Notes by depositing or causing to be deposited with the Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions of **Article IX**, and also pays or causes to be paid all other sums payable hereunder by the City, then these presents and the estate and rights hereby granted shall cease, terminate and become void; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Notes issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Notes, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Act” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri.

“Approved Investors” means (a) the Developer, (b) an “accredited investor” under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, (d) any general business corporation or enterprise with total assets in excess of \$50,000,000, (e) the Lender or (f) the Purchaser.

“Authorized City Representative” means the City Manager or such other person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Developer and

the Trustee containing the specimen signature of such person and signed on behalf of the City by the City Manager. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

“Authorized Denominations” means one cent (\$0.01) or any integral multiple thereof.

“Authorized Developer Representative” means Jonathan Browne or such person at the time designated to act on behalf of the Developer as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such person and signed on behalf of the Developer by its manager. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Developer Representative.

“Bond Counsel” means Gilmore & Bell, P.C. or any other attorney or firm of attorneys with a nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Business Day” means any day other than a Saturday, Sunday or any other day on which banking institutions in the city in which the principal corporate trust office of the Trustee is located are required or authorized by law to close.

“Certificate of Reimbursable Redevelopment Project Costs” means the document substantially in the form of **Exhibit D** to the Redevelopment Agreement, provided by the Developer to the City evidencing Reimbursable Redevelopment Project Costs, in accordance with **Section 4.2** of the Redevelopment Agreement.

“Certificate of Substantial Completion” means the document, substantially in the form of **Exhibit C** to the Redevelopment Agreement, delivered by the Developer to the City and which, upon the City’s written acceptance and acknowledgment thereof (or the City’s deemed acceptance thereof as provided in the Redevelopment Agreement), will evidence the Developer’s satisfaction of all obligations and covenants to perform certain work pursuant to the Redevelopment Agreement, in accordance with **Section 3.11** of the Redevelopment Agreement.

“CID Act” means the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri.

“City” means the City of University City, Missouri, a municipal corporation and political subdivision of the State.

“City Council” means the City Council of the City.

“City Revenues” means an amount equal to the incremental revenues that are not TIF Revenues received by the City from the 1.0% countywide sales tax and the 0.5% capital improvements sales tax imposed that are generated within RPA 1, in excess of the amount of revenues generated from those taxes within RPA 1 in the year ended December 31, 2018. Notwithstanding anything to the contrary, if any retail establishment operating in the City, but outside RPA 1, as of the date of this Agreement, relocates to RPA 1, the “City Revenues” shall be reduced by the amount of taxable retail sales attributable to such retail establishment for the calendar year immediately preceding the year in which such retail establishment relocates to RPA 1. For the purpose of this definition, “relocates” shall mean if a retail establishment operating in the City closes its business within one year of relocating to a facility within RPA 1 and the City Council makes a reasonable, good faith determination that the relocation is a direct beneficiary of tax

increment financing pursuant to Section 99.805(4) of the TIF Act. So long as the City's share of the countywide sales tax and the capital improvements sales tax are distributed pursuant to a formula based on the City's population, the parties agree that City Revenues shall equal the City's share of (1) the countywide sales tax pool for the countywide sales tax (as calculated by St. Louis County, which such share is 4.707% as of March 1, 2019 and as may be adjusted from time to time thereafter) multiplied by the total countywide sales tax revenues generated within RPA 1 (which will be estimated in good faith by the City based on receipts of Economic Activity Taxes imposed by the City that are not subject to any sales tax pool sharing) and (2) the countywide sales tax pool for the capital improvements sales tax (as calculated by the Missouri Department of Revenue, which such share is 11.466% as of March 1, 2019 and as may be adjusted from time to time thereafter) multiplied by the total capital improvements sales tax revenues generated within RPA 1 (which will be estimated in good faith by the City based on receipts of Economic Activity Taxes imposed by the City that are not subject to any sales tax pool sharing).

"City Revenues Account" means an account of the Special Allocation Fund into which City Revenues may be deposited from time to time in accordance with **Section 6.1** of the Redevelopment Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

"Debt Service Fund" means the fund by that name created in **Section 401**.

"Developer" means, collectively, U. City, LLC and U. City TIF Corporation, or their respective permitted successors or assigns in interest.

"District" means The Markets at Olive Community Improvement District, a community improvement district and political subdivision of the State.

"District Expenses" means, beginning with calendar year 2019, the actual costs and expenses incurred by the District to administer the District and necessary to comply with the CID Act, the Redevelopment Agreement, and the District Project Agreement, which, for calendar year 2019 shall equal \$12,000 and, for each subsequent year, shall equal the preceding year's District Expenses increased by 3% (unless a lesser amount is requested by the District).

"District Hotel Assessments" means a special assessment to be imposed on all properties within the District that rent sleeping rooms to transient guests in the amount of \$5.00 per occupied room or suite per night, as further described in the Redevelopment Agreement and the District Project Agreement.

"District Project" shall have the meaning assigned to such term in the Redevelopment Agreement.

"District Project Agreement" means the District Project Agreement dated as of August 21, 2020 among the City, the Developer and the District, as may be amended or supplemented from time to time.

"District Revenues" means, to the extent appropriated by the District pursuant to the District Project Agreement, any and all revenues generated by the District Sales Tax, the District Special Assessments and the District Hotel Assessments not otherwise deposited into the Special Allocation Fund pursuant to the Act.

"District Revenues Account" means the account within the Special Allocation Fund into which District Revenues are deposited from time to time pursuant to the Redevelopment Agreement and the District Project Agreement.

“District Sales Tax” means the community improvement sales and use tax levied by the District in accordance with the CID Act in the amount of one percent (1.0%).

“District Special Assessments” means the special assessments (other than the District Hotel Assessments) that may be levied, at the option of the District, against the owners of real property within the District, as may be permitted by the CID Act and the District Project Agreement.

“Economic Activity Taxes” shall have the meaning assigned to such term in Section 99.805 of the Act, but not including any license, tax or fee exempted from tax increment financing by State law.

“Event of Default” means any event or occurrence as defined in **Section 701**.

“Government Securities” means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America and backed by the full faith and credit thereof.

“Interest Payment Date” means any date on which the principal of or interest on any Notes are payable.

“Investment Securities” means any of the following securities purchased in accordance with **Section 502**, if and to the extent the same are at the time legal for investment of the funds being invested:

- (a) Government Securities;
- (b) bonds, notes or other obligations of the State or any political subdivision of the State that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, including the Trustee or any of its affiliates, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;
- (d) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;
- (e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, including the Trustee or any of its affiliates, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) and (b) above, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits;
- (f) money market mutual funds that are invested in Government Securities or agreements to repurchase such Government Securities; and

(g) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State.

“Lender” means any banking institution designated by the Developer, and its successors and assigns. The initial Lender is Cedar Rapids Bank & Trust Co.

“Net Proceeds” means (a) all Payments in Lieu of Taxes on deposit in the PILOTS Account of the Special Allocation Fund and (b) excluding any Economic Activity Taxes declared as surplus pursuant to **Section 6.3(a)(1)** of the Redevelopment Agreement and subject to annual appropriation, (1) all Economic Activity Taxes on deposit in the EATS Account of the Special Allocation Fund, (2) all District Revenues on deposit in the District Revenues Account of the Special Allocation Fund, (3) all City Revenues on deposit in the City Revenues Account of the Special Allocation Fund and (4) monies on deposit in any other account of the Special Allocation Fund that have been appropriated to the payment of the Notes. Net Proceeds do not include (1) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (2) any sum received by the City or the District that is the subject of a suit or other claim communicated to the City or the District that challenges the collection of such sum.

“Notes” means any note or notes authenticated and delivered under and pursuant to this Indenture.

“Note Ordinance” means Ordinance No. _____ of the City adopted on March ___, 2021, authorizing the execution and delivery of this Indenture and the issuance of the Notes.

“Opinion of Counsel” means a written opinion of an attorney or firm of attorneys addressed to the Trustee, who may be (except as otherwise expressly provided in this Indenture) counsel to the City, the Owners of the Notes or the Trustee, and who is acceptable to the Trustee.

“Outstanding” means when used with reference to Notes, as of a particular date, all Notes theretofore authenticated and delivered under this Indenture except:

- (a) Notes theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Notes that are deemed to have been paid in accordance with **Section 902**;
- (c) Notes alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in **Section 206**; and
- (d) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture.

“Owner” means the Person in whose name any Note is registered on the Register.

“Paying Agent” means the Trustee or any other bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Indenture as paying agent for the Notes at which the principal of and interest on such Notes shall be payable.

“Payments in Lieu of Taxes” shall have the meaning assigned to such term in Section 99.805 of the Act.

“Person” means any natural person, firm, partnership, association, corporation, limited liability company or public body.

“Pledged Revenues” means all Net Proceeds and all moneys held in the Revenue Fund and the Debt Service Fund under this Indenture, together with investment earnings thereon.

“Prime Rate” means the prime rate reported in the “Money Rates” column or any successor column of *The Wall Street Journal*, currently defined therein as the base rate on corporate loans posted by at least 75% of the nation’s 30 largest banks. If *The Wall Street Journal* ceases publication of the Prime Rate, then “Prime Rate” shall mean the “prime rate” or “base rate” announced by Bank of America, N.A., or any successor thereto.

“Project Fund” means the fund by that name created in **Section 401**.

“Purchaser” means U. City TIF Corporation, a Missouri corporation, and its successors and assigns.

“Record Date” for the interest payable on any Interest Payment Date means the 15th calendar day, whether or not a Business Day, of the month immediately preceding such Interest Payment Date.

“Redevelopment Agreement” means the Redevelopment Agreement dated as of June 13, 2019 between the City and the Developer, as amended by the First Amendment to Redevelopment Agreement dated as of _____, 2020 between the City and the Developer, and as may be further amended or supplemented from time to time.

“Redevelopment Plan” shall have the meaning set forth in the recitals to this Indenture.

“Redevelopment Project Costs” shall have the meaning assigned to such term in the Redevelopment Agreement.

“Register” means the registration books of the City kept by the Trustee to evidence the registration, transfer and exchange of Notes.

“Registrar” means the Trustee when acting as such under this Indenture.

“Reimbursable Redevelopment Project Costs” shall have the meaning assigned to such term in the Redevelopment Agreement.

“Revenue Fund” means the fund by that name created in **Section 401**.

“RPA 1” means the redevelopment project area legally described in **Exhibit A** to the Redevelopment Agreement.

“RPA 1 Redevelopment Project” shall have the meaning set forth in the recitals to this Indenture, which the City acknowledges includes the District Project.

“Special Allocation Fund” means the RPA 1 Account of the “Olive Boulevard Commercial Corridor and Residential Conservation Area Special Allocation Fund” created within the Treasury of the City in accordance with Section 99.845 of the Act, the TIF Ordinance and the Redevelopment Agreement, and within the Special Allocation Fund a PILOTS Account, an EATS Account, a City Revenues Account and a District Revenues Account.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article X**.

“Tax Compliance Agreement” means the Tax Compliance Agreement between the City and the Trustee, as the same may be amended or supplemented in accordance with the provisions thereof.

“Tax-Exempt TIF Notes” means the City’s Tax-Exempt Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A.

“Taxable TIF Notes” means the City’s Taxable Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series B.

“TIF Bonds” means tax increment revenue bonds issued by the City to refund Notes in accordance with **Section 5.2** of the Redevelopment Agreement.

“TIF Ordinance” means Ordinance No. 7105 of the City adopted on June 10, 2019, authorizing tax increment financing within RPA 1.

“Trust Estate” means the Trust Estate described in the granting clauses of this Indenture.

“Trustee” means BOKF, N.A., St. Louis, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

Section 102. Rules of Construction.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) The table of contents hereto and the headings and captions herein are not a part of this document.

(d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

(e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

THE NOTES

Section 201. Terms of the Notes.

(a) *Authorized Amount of Notes.* No Notes may be issued under the provisions of this Indenture except in accordance with this Article. The total aggregate principal amount of Notes that may be issued hereunder is expressly limited to \$[*Principal Amount*]. The Notes shall be issued in two series: one or more Taxable TIF Notes in an aggregate principal amount not to exceed \$[*Principal Amount*], less the aggregate principal amount of the Tax-Exempt TIF Notes actually authenticated and endorsed by the Trustee, and one or more series of Tax-Exempt TIF Notes in an aggregate principal amount not to exceed the amount set forth in the approving opinion of Bond Counsel.

(b) *Title of Notes.* The Tax-Exempt TIF Notes shall be designated “Tax-Exempt Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A.” The Taxable TIF Notes shall be designated “Taxable Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series B.” The Notes may have such further appropriate particular designation added to or incorporated in such title for the Notes of any particular series as the City may determine.

(c) *Form of Notes.* The Notes shall be substantially in the form set forth in **Exhibit A** attached hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

(d) *Denominations.* The Notes shall be issuable as fully-registered Notes in Authorized Denominations.

(e) *Numbering.* Unless the City directs otherwise, each series of Notes shall be numbered from R-1 upward.

(f) *Dating.* The Notes shall be dated as provided in **Section 203(d)**, as evidenced by the Trustee’s signature on **Schedule A** to each Note.

(g) *Method and Place of Payment.* The principal of and interest on the Notes shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. The principal shall be payable at the principal corporate trust office of the Trustee or such other office as the Trustee may designate. Payment of interest on any Note shall be made (1) by check or draft of the Trustee mailed to the Person in whose name such Note is registered on the Note Register as of the close of business of the Trustee on the Record Date for such Payment Date, or (2) by electronic transfer to such Owner upon written notice delivered to the Trustee at least 5 days prior to any Record Date and signed by such Owner containing the electronic transfer instructions including the name and address of the bank, its ABA routing number, the name and account number to which such Owner wishes to have such transfer directed and an acknowledgement that an electronic transfer fee may be applicable. Except as otherwise provided in subsection (h) with respect to Notes held by the Trustee, no principal on the Notes is payable unless the Owner thereof has surrendered such Notes at the principal corporate trust office of the Trustee or such other office as the Trustee may designate.

(h) *Evidence of Principal Payments.* The payment of principal of the Notes on each Interest Payment Date shall be noted on the Notes on **Schedule A** thereto. The Notes and the original **Schedule A** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner thereof. If the Notes are held by the Trustee, the Trustee shall, on each Interest Payment Date, send a revised copy of **Schedule A** via facsimile or electronic delivery to the Owner, the City, the Developer and the Lender. Absent manifest error, the amounts shown on **Schedule A** held by the Trustee shall be conclusive evidence of the principal amount paid on the Notes.

Section 202. Nature of Obligations.

(a) The Notes and the interest thereon shall be special, limited obligations of the City payable solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Notes, as provided in this Indenture.

(b) The Notes and the interest thereon do not constitute a debt or liability of the City (except as provided in (a) above), the District, the State or any political subdivision thereof, and do not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction.

(c) No recourse shall be had for the payment of the principal of or interest on any of the Notes or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against any past, present or future member of the City Council or the District's Board of Directors or any trustee, officer, official, employee or agent of the City or the District, as such, either directly or through the City, the District or any successor to the City or the District, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member of the City or the District, trustee, officer, official, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Notes.

(d) **NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE NOTES TO THE CONTRARY, THE NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTION 3.1 OF THE REDEVELOPMENT AGREEMENT.**

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE NOTES TERMINATE ON JUNE 9, 2042, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST THEREON HAS BEEN PAID IN FULL.

Section 203. Execution, Authentication and Delivery of Notes.

(a) The Notes shall be executed on behalf of the City by the manual or facsimile signature of the City Manager and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Note may be signed by such persons as at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

(b) The Notes shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A** hereto, which shall be manually executed by the Trustee. No Note shall be

entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication has been duly executed by the Trustee. Such executed Certificate of Authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Note shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee, but it shall not be necessary that the same authorized signatory sign the Certificate of Authentication on all of the Notes that may be issued hereunder at any one time.

(c) The City shall ensure that each Certificate of Reimbursable Redevelopment Project Costs that is submitted to the Trustee pursuant to the Redevelopment Agreement states whether the costs identified therein are with respect to (1) property that will be used in the trade or business of a governmental entity (in which case such costs will constitute an advance under the Tax-Exempt TIF Notes), or (2) property that will not be used in the trade or business of a governmental entity (in which case such costs will constitute an advance under the Taxable TIF Notes). The Trustee may rely upon any Certificate of Reimbursable Redevelopment Projects Costs received from the City.

(d) Upon the submission to the Trustee by the City of each Certificate of Reimbursable Redevelopment Project Costs, the Trustee shall (1) endorse an Outstanding Tax-Exempt TIF Note and/or Taxable TIF Note on **Schedule A** thereto to evidence an increase in the aggregate principal amount equal to such Reimbursable Redevelopment Project Costs, in each case indicating that portion that is attributable to costs of the RPA 1 Redevelopment Project (based on the information contained in each Certificate of Reimbursable Redevelopment Project Costs) and (2) send a revised copy of **Schedule A** via facsimile or electronic delivery to the Owner, the City, the District, the Developer and, with respect to any Notes issued to the Lender at the direction of the Developer, the Lender. The date of registration or endorsement of each such Note shall be the date of acceptance by the City of each Certificate of Reimbursable Redevelopment Project Costs. **Notwithstanding anything to the contrary contained herein, endorsements to the Notes may not exceed the amounts permitted by Section 5.1 of the Redevelopment Agreement based on the satisfaction of the conditions described therein by the Developer.**

Section 204. Registration, Transfer and Exchange of Notes.

(a) The Trustee is hereby appointed Registrar and as such shall keep a Register for the registration and for the transfer of Notes as provided in this Indenture. Each Note when issued shall be registered in the name of the Owner thereof on the Register.

(b) **The Notes and beneficial interests therein may only be purchased by or transferred to Approved Investors and only upon the execution by the proposed purchaser or transferee of a letter in substantially the form attached as Exhibit B hereto.** Subject to the limitations of the preceding sentence, any Note may be transferred only upon the Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Note a new fully-registered Note or Notes, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture.

(c) Any Note, upon surrender thereof at the payment office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for Notes of the same series and maturity, of any denomination or denominations authorized by this Indenture, bearing interest at the same rate, and registered in the name of the Owner.

(d) In all cases in which Notes are exchanged or transferred hereunder, the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Notes in accordance with the provisions of this Indenture. All Notes surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee.

(e) The City or the Trustee may make a charge against each Owner requesting a transfer or exchange of Notes for every such transfer or exchange of Notes sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer or exchange, the cost of printing, if any, each new Note issued upon any transfer or exchange and the reasonable expenses of the City and the Trustee in connection therewith, and such charge shall be paid before any such new Note shall be delivered. The City or the Trustee may levy a charge against an Owner sufficient to reimburse it for any governmental charge required to be paid in the event the Owner fails to provide a correct taxpayer identification number to the Trustee. Such charge may be deducted from amounts otherwise due to such Owner hereunder or under the Notes.

(f) At reasonable times and under reasonable regulations established by the Trustee, the Register may be inspected and copied by the Developer, the City, the District, the Lender or the Owners (or a designated representative thereof) of 10% or more in principal amount of Notes then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

(g) The Person in whose name any Note is registered on the Register shall be deemed and regarded as the absolute Owner of such Note for all purposes, and payment of or on account of the principal of and interest on any such Note shall be made only to or upon the order of the registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

Section 205. Authorization of Notes.

(a) There shall be issued and secured by this Indenture two series of Notes in a maximum principal amount of \$[*Principal Amount*], as described in **Section 201(a)**.

(b) The Notes, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** attached hereto. The Notes shall mature (subject to redemption and payment prior to maturity as provided in **Article III**) on June 9, 2042.

(c) The Notes shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) at a variable rate equal to (1) the greater of (x) the Prime Rate plus 2.00% or (y) 8.00%, if the interest on the Notes (in the opinion of Bond Counsel) is not excluded from gross income for federal income tax purposes (the “*Taxable Rate*”) or (2) the Taxable Rate less 150 basis points if the interest on the Notes (in the opinion of Bond Counsel) is excluded from gross income for federal income tax purposes (the “*Tax-Exempt Rate*”). The interest rate on the Notes shall be adjusted from time to time as and when the Prime Rate changes.

(d) Notwithstanding any provision herein to the contrary, (1) in no event shall the interest rate on the Notes exceed the maximum rate permitted by law (currently 10%) and (2) in no event shall the interest rates on the Notes at the date of issuance thereof exceed the rates that, based on the Developer’s reasonable projections of Available Revenues, would enable the Notes to be paid in full before the stated maturity thereof. Unpaid interest on the Notes shall be compounded semi-annually.

(e) The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Notes.

(f) The Notes shall be executed substantially in the form and manner set forth in **Exhibit A** hereto and delivered to the Trustee for authentication.

(g) Prior to or simultaneously with the authentication and delivery of the Taxable TIF Notes by the Trustee, there shall be filed with the Trustee the following:

(1) A copy of the Note Ordinance, certified by the City Clerk of the City, approving the issuance of the Notes and authorizing the execution of this Indenture.

(2) Executed counterparts of this Indenture, the Redevelopment Agreement and the District Project Agreement, certified by the City Clerk.

(3) A copy of the Redevelopment Plan, certified by the City Clerk.

(4) An Opinion of Bond Counsel to the effect that the Notes constitute valid and legally binding obligations of the City.

(5) An Opinion of Bond Counsel to the effect that the Notes are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(6) Such other certificates, statements, receipts, opinions and documents required by any of the foregoing documents or as the Trustee shall reasonably require for the delivery of the Notes.

(h) Prior to or simultaneously with the authentication and delivery of the Tax-Exempt TIF Notes by the Trustee, there shall be filed with the Trustee the following:

(1) An executed counterpart of the Tax Compliance Agreement.

(2) An Opinion of Bond Counsel to the effect that the Tax-Exempt TIF Notes constitute valid and legally binding obligations of the City and that the interest on the Tax-Exempt TIF Notes is excludable from gross income to the owners thereof for federal income tax purposes.

(i) When the documents mentioned in subsection (g) with respect to the Taxable TIF Notes and subsection (h) with respect to the Tax-Exempt TIF Notes have been filed with the Trustee, and when the applicable series of Notes have been executed and authenticated as required by this Indenture, the Trustee shall hold the applicable Notes in trust or deliver the applicable Notes to or upon the order of the purchasers thereof pursuant to **Section 201(h)**, but only upon payment of a purchase price equal to 100% of the face amount of the Notes, which payment shall be deemed to have occurred under the circumstances described in **Section 404**.

Section 206. Mutilated, Lost, Stolen or Destroyed Notes. If any Note becomes mutilated or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Note of like date and tenor as the Note mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Trustee. In the case of any lost, stolen or destroyed Note, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the City and the Trustee satisfactory to the Trustee.

If any such Note has matured, is about to mature or has been called for redemption, instead of issuing a substitute Note the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Note, the City and the Trustee may require the payment of an amount by the Owner sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 207. Cancellation and Destruction of Notes Upon Payment. All Notes which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be immediately cancelled upon the payment, redemption or purchase of such Notes and the surrender thereof to the Trustee and periodically destroyed by the Trustee in accordance with applicable record retention requirements. The Trustee shall execute a certificate in duplicate describing the Notes so cancelled, and shall file executed counterparts of such certificate with the City.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption of Notes Generally. The Notes shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article.

Section 302. Redemption of Notes.

(a) *Optional Redemption.* The Notes are subject to optional redemption by the City, in whole at any time or in part at any time, at a redemption price of 100% of the principal amount of the Notes to be redeemed, plus accrued interest thereon to the date fixed for redemption.

(b) *Special Mandatory Redemption.* The Notes are subject to special mandatory redemption by the City on any Interest Payment Date, at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount (subject to **Section 303**) equal to the amount which, 40 days (10 days if all of the Notes are held by a single party) prior to each Interest Payment Date, is on deposit in the Debt Service Fund and which will not be required for the payment of interest on such Interest Payment Date.

Section 303. Selection of Notes to be Redeemed.

(a) Notes shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Notes are to be redeemed and paid prior to maturity, such Notes or portions of Notes to be redeemed shall be redeemed in the order of maturity designated by the City, and, within any maturity, the Trustee shall select the Notes to be redeemed in Authorized Denominations in such equitable manner as it may determine. All Taxable TIF Notes shall be redeemed prior to the Tax-Exempt TIF Notes.

(b) In the case of a partial redemption of Notes when Notes of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate Note of the denomination of the minimum Authorized Denomination.

Section 304. Notice of Redemption of Notes.

(a) In the case of Notes called for redemption under **Section 302(a)**, the Trustee shall call Notes for redemption and payment as herein provided and shall give notice of redemption as provided below upon receipt by the Trustee at least 45 days (15 days if all of the Notes are owned by the Developer, the Purchaser or the Lender) prior to the redemption date of a written request of the City. Unless waived by any Owner of Notes to be redeemed, official notice of any redemption of any Note shall be given by the Trustee on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days (5 days if all of the Notes are owned by the Developer, the Purchaser or the Lender) and not more than 60 days prior to the date fixed for redemption to the Owner of the Note or Notes to be redeemed at the address shown on the Register; provided, however, that failure of any Owner to receive notice given as provided in this Section or any defect therein as to any particular Note shall not affect the validity of any proceedings for the redemption of any Notes.

(b) All official notices of redemption shall be dated and shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all Outstanding Notes are to be redeemed, the identification number and maturity date(s) (and, in the case of partial redemption, the respective principal amounts) of the Notes to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Note or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) the place where such Notes are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee or such other office as the Trustee may designate.

(c) The Trustee shall provide a copy of each redemption notice by first-class mail or electronic mail to the City, the District, the Developer and the Lender.

Section 305. Effect of Call for Redemption. On or prior to the date fixed for redemption, the City shall deposit moneys or Government Securities with the Trustee as provided in **Sections 402 and 902** to pay the Notes called for redemption, including accrued interest thereon to the redemption date. Upon the happening of the above conditions, and notice having been given as provided in **Section 304**, the Notes or the portions of the principal amount of Notes thus called for redemption shall cease to bear interest on the specified redemption date, provided moneys sufficient for the payment of the redemption price are on deposit at the place of payment at the time, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV

FUNDS AND REVENUES

Section 401. Creation of Funds. The following funds of the City are hereby created and established with the Trustee:

- (a) Revenue Fund, which shall contain a PILOTS Account, an EATS Account, a District Revenues Account and a City Revenues Account.
- (b) Debt Service Fund.
- (c) Project Fund.

Each fund shall be maintained by the Trustee as a separate and distinct trust fund and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Indenture. All moneys deposited in the funds shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

Section 402. Revenue Fund.

(a) On or before the 15th calendar day of each month (or the next Business Day thereafter if the 15th is not a Business Day) while the Notes remain Outstanding, the City shall transfer (or with respect to funds to be deposited into the District Revenues Account of the Revenue Fund, cause the District to transfer):

- (1) all Net Proceeds constituting Payments in Lieu of Taxes to the Trustee for deposit into the PILOTS Account of the Revenue Fund;
- (2) all Net Proceeds constituting Economic Activity Taxes to the Trustee for deposit into the EATS Account of the Revenue Fund;
- (3) all Net Proceeds constituting District Revenues to the Trustee for deposit into the District Revenues Account of the Revenue Fund; and
- (4) all Net Proceeds constituting City Revenues to the Trustee for deposit into the City Revenues Account of the Revenue Fund.

Each transfer shall be accompanied by a written report in substantially the form attached hereto as **Exhibit C**. If the City has no Net Proceeds to transfer to the Trustee pursuant to the preceding sentence, the City shall so notify the Trustee in writing on or before the date on which such transfer would otherwise be required.

(b) On each Interest Payment Date, moneys which, according to the Trustee's records, were on deposit in the Revenue Fund on the 40th day (10th day if all of the Notes are owned by the Developer, the Purchaser or the Lender) prior to each Interest Payment Date, shall be applied, paid, transferred or deposited by the Trustee (first from moneys on deposit in the EATS Account, then from the District Revenues Account, then from the PILOTS Account and then from the City Revenues Account for the purposes and in the amounts as follows:

- (1) From the District Revenues Account only, pay the District Expenses to the District;
- (2) Pay arbitrage rebate, if any, that the City certifies to the Trustee is owed with respect to the Notes under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate;

(3) Pay the reasonable fees and expenses owing to the Trustee, upon delivery to the City of an invoice for such amount;

(4) At the written direction of the City, pay to the City the fees and expenses incurred by the City in the administration of the Redevelopment Plan in an amount equal to \$25,000.00 for calendar year 2021, increased by 3% for each subsequent calendar year;

(5) At the written direction of the City, pay to the City the extraordinary fees and expenses incurred by the City relating to the Commission's and the City's consideration of the Redevelopment Plan, the TIF Ordinances, the Redevelopment Agreement and the Notes, including but not limited to (A) any litigation costs not paid by the Developer pursuant to **Section 7.16** of the Redevelopment Agreement and (B) the costs of responding to any audit, questionnaire or other request for information from the Internal Revenue Service regarding the Notes;

(6) Transfer to the Debt Service Fund for payment of any unpaid interest due on a prior Interest Payment Date;

(7) Transfer to the Debt Service Fund for payment of interest becoming due on the Notes on each Interest Payment Date;

(8) Transfer to the Debt Service Fund for payment of scheduled principal of (by reason of maturity or mandatory sinking fund redemption), and premium, if any; and

(9) Transfer to the Debt Service Fund, all remaining moneys to the extent possible to pay the principal of and accrued interest on the Notes that are subject to redemption on the next succeeding Interest Payment Date pursuant to **Section 302(b)**.

(c) Notwithstanding anything to the contrary contained herein:

(1) Money in the District Revenues Account may not be applied as provided in paragraphs (b)(6) – (9) until the City and the District provide the Trustee with a written certification identifying the amount of Reimbursable Redevelopment Project Costs for each series of Notes represented by the Certificates of Reimbursable Redevelopment Project Costs received by the Trustee pursuant to **Section 203** that may be paid from District Revenues pursuant to the CID Act (which certification may be updated by the City and the District from time to time as new Certificates of Reimbursable Redevelopment Project Costs are submitted to the Trustee). Following receipt of such certification, money in the District Revenues Account may be applied as provided in paragraphs (b)(6) – (9), subject to the limitations in (2) below.

(2) The ratio of money from the District Revenues Account applied pursuant to paragraphs (b)(6) – (9) for each series of Notes to the total money from all accounts applied pursuant to paragraphs (b)(6) – (9) for each series of Notes shall not exceed the ratio of District Revenues-eligible costs for such series of Notes certified by the City and the District, as provided above, to the total of all Reimbursable Redevelopment Project Costs represented by previously submitted Certificates of Reimbursable Redevelopment Project Costs.

For example, if (i) previously submitted Certificates of Reimbursable Redevelopment Project Costs represented a total of (A) \$500,000 in Reimbursable Redevelopment Project Costs endorsed on **Schedule A** of the Tax-Exempt TIF Notes and (B) \$1,000,000 in Reimbursable Redevelopment Project Costs endorsed on **Schedule A** of the Taxable TIF Notes pursuant **Section 203** and (ii) the City and the District certified that (A) \$250,000 of the Reimbursable Redevelopment Project Costs attributable to the Tax-

Exempt TIF Notes and (B) \$100,000 of the Reimbursable Redevelopment Project Costs attributable to the Taxable TIF Notes may be paid from District Revenues, then no more than 50% of the money applied pursuant to paragraphs (b)(6) – (9) to pay principal and interest on the Tax-Exempt TIF Notes and no more than 10% of the money applied pursuant to paragraphs (b)(6) – (9) to pay principal and interest on the Taxable TIF Notes may originate from the District Revenues Account.

(d) If the moneys available in the Revenue Fund are insufficient to pay the City as provided in paragraph (b)(4) or (b)(5) on any Interest Payment Date, then the unpaid portion shall be carried forward to the next Interest Payment Date, with interest thereon at the Prime Rate.

(e) If the money in the Debt Service Fund is insufficient to pay all accrued interest on the Notes on any Interest Payment Date, then such money shall be applied ratably to the payment of interest, according to the amounts due on such installment, to the persons entitled thereto without any discrimination or privilege. Any unpaid interest shall be compounded semi-annually.

(f) Upon the payment in full of the principal of and interest on the Notes (or provision has been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Trustee and any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining (1) on deposit in the PILOTS Account of the Revenue Fund and the EATS Account of the Revenue Fund shall be paid to the City for deposit into the Special Allocation Fund, (2) on deposit in the City Revenues shall be paid to the City for deposit and use in accordance with applicable State laws and (3) on deposit in the District Revenues Account shall be paid to the District for deposit and use in accordance with the CID Act and the District Project Agreement.

Section 403. Debt Service Fund.

(a) Except as otherwise provided herein, all amounts paid and credited to the Debt Service Fund shall be expended solely for the payment of the principal of, redemption premium, if any, and interest on the Notes as the same mature and become due or upon the redemption thereof.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient moneys from the Debt Service Fund to pay the principal of and interest on the Notes as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of and interest on the Notes.

(c) The Trustee shall use any moneys remaining in the Debt Service Fund to redeem all or part of the Notes Outstanding and interest to accrue thereon prior to such redemption, in accordance with and to the extent permitted by **Article III**, so long as said moneys are in excess of the amount required for payment of Notes theretofore matured or called for redemption.

(d) After payment in full of the principal of and interest on the Notes (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agents and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Fund that are (1) allocable to the PILOTS Account of the Revenue Fund and the EATS Account of the Revenue Fund shall be paid to the City for deposit into the Special Allocation Fund, (2) allocable to the City Revenues Account of the Revenue Fund shall be paid to the City for deposit and use in accordance with applicable State laws and (3) allocable to the District Revenues Account of the Revenue Fund shall be paid to the District for deposit and use in accordance with the CID Act and the District Project Agreement.

Section 404. Project Fund. Upon (a) the Developer's submission of a Certificate of Reimbursable Redevelopment Project Costs in accordance with **Section 4.2** of the Redevelopment Agreement and the City's acceptance thereof and (b) the endorsement of a Note pursuant to **Section 203(d)**, the Developer shall be deemed to have advanced funds necessary to purchase such Note, 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. The City shall promptly provide a copy of each Certificate of Reimbursable Redevelopment Project Costs and the Certificate of Substantial Completion to the Trustee upon the City's approval thereof. Upon the Trustee's receipt of such approved Certificate of Reimbursable Redevelopment Project Costs, the Trustee shall endorse the Notes pursuant to **Section 203(d)**.

Section 405. Non-Presentation of Notes.

(a) If any Note is not presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof, and provided the Trustee is holding sufficient funds for the payment thereof, all liability of the City to the Owner thereof for the payment of such Note shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Note who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Owner's part under this Indenture or on, or with respect to, said Note. The Trustee shall give notice to the Owners of the Notes that it is holding for their benefit sufficient funds for the payment thereof.

(b) Any moneys so deposited with and held by the Trustee not so applied to the payment of Notes within one year after the date on which the same have become due shall be paid by the Trustee to the City without liability for interest thereon, free from the trusts created by this Indenture. Thereafter, Owners shall look only to the City for payment, and then only to the extent of the amount so repaid by the Trustee. The City shall not be liable for any interest on the sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS

Section 501. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

Section 502. Investment of Moneys.

(a) Moneys in all funds and accounts under any provision of this Indenture shall be continuously invested and reinvested by the Trustee in Investment Securities at the written direction of the City given by the Authorized City Representative or, if such written directions are not received, then the Trustee shall invest such moneys in Investment Securities described in subparagraph (f) of the definition thereof. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments. Moneys on deposit in all funds and accounts

may be invested only in Investment Securities which mature or are subject to redemption at the option of the owner thereof prior to the date such funds are expected to be needed. The Trustee may make investments through its investment division or short-term investment department or that of its affiliates or subsidiaries. The Trustee shall not be liable for any loss resulting from any investments made in accordance herewith except if the loss was caused by the Trustee's negligence or willful misconduct.

(b) All investments shall constitute a part of the fund or account from which the moneys used to acquire such investments have come. The Trustee shall sell and reduce to cash a sufficient amount of investments in a fund whenever the cash balance therein is insufficient to pay the amounts required to be paid therefrom. The Trustee may transfer investments from any fund or account to any other fund in lieu of cash when required or permitted by the provisions of this Indenture. In determining the balance in any fund or account, investments shall be valued at the lower of their original cost or their fair market value on the date of such valuation.

ARTICLE VI

PARTICULAR COVENANTS AND PROVISIONS

Section 601. Authority to Issue Notes and Execute Indenture. The City covenants that it is duly authorized under the laws of the State to execute and deliver this Indenture, to issue the Notes and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Notes has been duly and effectively taken; and that the Notes in the hands of the Owners thereof (or held by the Trustee as provided herein) are and will be valid and enforceable limited obligations of the City according to the import thereof.

Section 602. Covenant to Request Appropriations. The City covenants and agrees that its responsible financial officer will include in the budget proposal submitted to the City Council for each fiscal year that the Notes are Outstanding a request for an appropriation of moneys in the EATS Account of the Special Allocation Fund and the City Revenues Account of the Special Allocation Fund for transfer to the Trustee for deposit in the Revenue Fund at the times and in the manner provided in **Section 402**.

Section 603. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Notes and in all proceedings pertaining thereto.

Section 604. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to the Trust Estate and the other property and revenues herein described. The Redevelopment Agreement and all other documents or instruments required by the Trustee shall be delivered to and held by the Trustee.

Section 605. General Limitation on City Obligations. ANY OTHER TERM OR PROVISION OF THIS INDENTURE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, THE CITY SHALL NOT BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

Section 606. Recording and Filing. The City shall file or cause to be kept and filed all financing statements and such other documents as may be necessary to be kept and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the owners of the Notes and the rights of the Trustee hereunder. The Trustee shall file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto. The City hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with any security interest granted hereunder. In carrying out its duties under this Section, the Trustee may rely on an Opinion of Counsel specifying what actions are required to comply with this Section, and unless otherwise notified in writing by the City, shall be protected in (a) relying on such initial filing and descriptions in filing any continuation statements or modifications thereto pursuant to this section and (b) filing any continuation statements in the same filing offices as the initial filings were made.

Section 607. Possession and Inspection of Books and Documents. The City and the Trustee covenant and agree that all books and documents in their possession relating to the Notes, the Special Allocation Fund and to the distribution of proceeds thereof shall at all reasonable times be open to inspection by such accountants or other agencies or persons as the other party, the District or the Developer may from time to time designate.

Section 608. Tax Covenants.

(a) The City shall not use or permit the use of any proceeds of the Tax-Exempt TIF Notes or any other funds of the City, and the Trustee shall not use or permit the use of any proceeds of the Tax-Exempt TIF Notes or any other funds of the City held by the Trustee, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the City or the Trustee in any manner, and shall not take or permit to be taken any other action or actions, which would cause any Tax-Exempt TIF Note to be an “arbitrage bond” within the meaning of Section 148(a) of the Code, or “federally guaranteed” within the meaning of Section 149(b) of the Code. If at any time the City is of the opinion that for purposes of this subsection (a) it is necessary to restrict or limit the yield on or change in any way the investment of any moneys held by the Trustee under this Indenture, the City shall so instruct the Trustee in writing and the Trustee shall act in accordance with such instructions. The City and the Trustee shall be deemed in compliance with this Section to the extent they follow the Tax Compliance Agreement or an opinion of Bond Counsel with respect to the investment of funds hereunder.

(b) The City shall not (to the extent within its power or direction) use or permit the use of any proceeds of Tax-Exempt TIF Notes or any other funds of the City, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the Tax-Exempt TIF Notes being treated as other than an obligation described in Section 103(a) of the Code.

(c) The City will not (to the extent within its power or direction) use any portion of the proceeds of the Tax-Exempt TIF Notes, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Tax-Exempt TIF Note to be a “private activity bond” within the meaning of Section 141(a) of the Code.

(d) The Trustee agrees to comply with any written letter or opinion of Bond Counsel which sets forth the requirements to comply with any statute, regulation or ruling that may apply to the Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Tax-Exempt TIF Notes.

(e) The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to **Article IX** or any other provision of this Indenture, until the final scheduled payment of all Notes Outstanding.

Section 609. Collection of Payments in Lieu of Taxes and Economic Activity Tax Revenues. The City shall, at the written request of the Owners of a majority in aggregate principal amount of Notes then Outstanding and upon receipt by the City from said Owners of an amount deemed necessary, in the sole judgment of the City, to enable the City to comply with this Section, (a) take all lawful action within its control to cause the Assessor of St. Louis County, Missouri to assess the real property and improvements within RPA 1 at the times and in the manner required by the Act and (b) take such action as may be required to cause the applicable persons or entities to pay the sales taxes associated with the Economic Activity Taxes.

Section 610. Enforcement of Redevelopment Agreement and District Project Agreement.

(a) The City shall enforce the provisions of the Redevelopment Agreement and the District Project Agreement in such manner as the City deems prudent and advisable in its good faith discretion. The City may enforce all appropriate available remedies thereunder, including particularly any actual, agreed or liquidated damages for failure to perform under the Redevelopment Agreement or the District Project Agreement, and shall transfer to the Trustee for deposit to the Revenue Fund all sums received on account of such damages.

(b) The City shall notify the Trustee in writing as to any material failure of performance under the Redevelopment Agreement or the District Project Agreement, and at the time of such notification the City shall also advise the Trustee what action the City proposes to take in enforcing available remedies. If, in the sole judgment of the Trustee, such action is less likely to be effective than some other or additional action, the Trustee shall so advise the City promptly in writing. If, within thirty (30) days following advice by the Trustee that some additional or other action would be more effective, the City has not taken such other or additional action, and the Trustee has not, after consultation with the City, withdrawn such advice, upon receipt of indemnification satisfactory to it, the Trustee is hereby authorized to take such action, whether the action suggested by the Trustee or otherwise, as the Trustee may deem most expedient and in the interest of the Owners of the Notes. In furtherance of the rights granted to the Trustee by this Section, the City hereby assigns to the Trustee all of the rights it may have in the enforcement of the Redevelopment Agreement and the District Project Agreement, further authorizing the Trustee in its own name or in the name of the City to bring such actions, employ such counsel, execute such documents and do such other things as may in the judgment of the Trustee be necessary or appropriate under the circumstance at the expense of the Trust Estate.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default. If any one or more of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default:”

(a) Default in the performance or observance of any of the covenants, agreements or conditions on the part of the City in this Indenture or in the Notes contained, and the continuance thereof for a period of 30 days after written notice thereof has been given (1) to the City and the District by the Trustee, or (2) to the Trustee (which notice of default the Trustee shall be required to accept) and the City by the Owners of not less than 25% in aggregate principal amount of Notes

then Outstanding; provided, however, if any default is such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected; or

(b) The filing by the City of a voluntary petition in bankruptcy, or failure by the City to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on its operation, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted.

The Trustee shall give written notice of any Event of Default to the City, the District and the Developer as promptly as practicable after the occurrence of an Event of Default of which the Trustee has received notice as provided in **Section 801(h)**.

Section 702. Acceleration.

(a) If an Event of Default has occurred and is continuing, the Trustee may, and shall upon the written request of the Owners of a majority in aggregate principal amount of the Notes then Outstanding, by notice in writing delivered to the City, the District and the Developer, declare the principal of all Notes then Outstanding and the interest accrued thereon immediately due and payable.

(b) In case of any rescission pursuant to **Section 712**, the Trustee, the City, the District, the Developer, and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.

(a) If an Event of Default has occurred and is continuing, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and out of the same and any moneys received from any receiver of any part thereof pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including, but not limited to, (1) reasonable compensation to the Trustee, its agents and counsel, and (2) any reasonable charges and expenses of the Trustee and its counsel hereunder, and the Trustee shall apply the remainder of the moneys so received in accordance with **Section 708**. Whenever all that is due upon the Notes has been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

(b) While in possession of the Trust Estate, the Trustee shall render a summarized statement of receipts and expenditures related to the Trust Estate annually to the City, the District and the Developer.

Section 704. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the earnings, income,

products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 705. Exercise of Remedies by the Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Notes then Outstanding, and to enforce and compel the performance of the duties and obligations of the City as herein set forth.

(b) If an Event of Default has occurred and is continuing, and if requested so to do by the Owners of not less than 25% in aggregate principal amount of the Notes then Outstanding and indemnified as provided in **Section 801(i)**, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners; provided, however, that the Trustee shall not be required to take any action which in its good faith conclusion could result in personal liability to it for which it has not been indemnified as provided in **Section 801**.

(c) All rights of action under this Indenture or under any of the Notes may be enforced by the Trustee without the possession of any of the Notes or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owner, and any recovery or judgment shall, subject to **Section 708**, be for the equal benefit of all the Owners of the Outstanding Notes.

Section 706. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless:

(a) a default has occurred of which the Trustee has notice as provided in **Section 801(h)**, and

(b) such default has become an Event of Default, and

(c) the Owners of not less than 25% in aggregate principal amount of the Notes then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have provided to the Trustee indemnity as provided in **Section 801(i)**, and

(d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name;

and such notification, request and indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Notes then Outstanding. Nothing in this Indenture, however, shall affect or impair the right of any Owner to payment of the principal of and interest on any Note at and after its maturity or the obligation of the City

to pay the principal of and interest on each of the Notes to the respective Owners thereof at the time, place, from the source and in the manner herein and in such Note expressed.

Section 707. Right of Owners to Direct Proceedings. Any other provision herein to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Notes then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would involve it in personal liability or the Trustee has not been indemnified as provided in **Section 801**.

Section 708. Application of Moneys in Event of Default. Upon an Event of Default, all moneys held or received by the Trustee pursuant to this Indenture or the Redevelopment Agreement or pursuant to any right given or action taken under this Article shall, after payment of the reasonable fees, costs, advances and expenses of the Trustee and the proceedings resulting in the collection of such moneys (including, without limitation, attorneys' fees), and subject to the provisions of **Section 703**, be deposited in the Debt Service Fund. All moneys in the Debt Service Fund and the Revenue Fund shall be applied as follows:

(a) If the principal of all the Notes has not become or has not been declared due and payable, all such moneys shall be applied:

(1) *First* -- To the payment to the Persons entitled thereto of all installments of interest then due and payable on the Notes, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the respective Notes to the extent permitted by law, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege.

(2) *Second* -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Notes that have become due and payable (other than Notes called for redemption for the payment of which moneys or securities are held pursuant to this Indenture), in the order of their due dates, and, if the amount available is not sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Notes has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid on all of the Notes, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Note over any other Note, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto, without any discrimination or privilege.

(c) If the principal of all the Notes has been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of **Section 712**, then, subject to the provisions of subsection (b) above of this Section in the event that the principal of all the Notes shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future.

Whenever all of the Notes and interest thereon have been paid under this Section, and all fees, expenses and charges of the Trustee have been paid (including without limitation those of its agents or counsel), and any other amounts required to be paid under this Indenture, any balance remaining in (1) the PILOTS Account of the Revenue Fund and the EATS Account of the Revenue Fund shall be paid to the City for deposit into the Special Allocation Fund, (2) the City Revenues Account of the Revenue Fund shall be paid to the City for deposit and use in accordance with applicable State laws and (3) the District Revenues Account of the Revenue Fund shall be paid to the District for deposit and use in accordance with the CID Act and the District Project Agreement.

Section 709. Remedies Cumulative. No remedy conferred by this Indenture upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute.

Section 710. Delay or Omission Not Waiver. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

Section 711. Effect of Discontinuance of Proceedings. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then the City, the District, the Developer, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 712. Waivers of Events of Default. The Trustee shall waive any Event of Default and its consequences and rescind any acceleration of maturity of principal upon the written request of the Owners of a majority in aggregate principal amount of the Notes then Outstanding. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default have been discontinued or abandoned or determined adversely, then and in every such case the City, the District, the Developer, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person under reasonably similar circumstances would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, receivers, employees or such other professionals but shall not be answerable for the conduct of the same in accordance with the standard specified above, provided the Trustee has exercised reasonable care in making such selection. The Trustee may act or refrain from acting and conclusively rely upon the opinion or advice of counsel, who may, without limitation, be counsel to the City, the District, the Developer or an employee of the Trustee, concerning all matters of trust hereof and the duties hereunder, and, subject to the restrictions of **Section 802**, may in all cases pay such reasonable compensation to all such agents, attorneys, receivers, employees and other such professionals as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith and shall be fully protected in reliance upon such opinion or advice of counsel.

(c) The Trustee shall not be responsible for any recital herein or in the Notes (except with respect to the Certificate of Authentication of the Trustee endorsed on the Notes), or for the recording or rerecording, filing or refiling of this Indenture or any security agreements in connection therewith, or for insuring any of the improvements constructed as part of the RPA 1 Redevelopment Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any or instruments of further assurance, or for the sufficiency of the security for the Notes. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article V** except if such loss is caused by the Trustee's negligence or willful misconduct.

(d) The Trustee shall not be accountable for the use of any Notes authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Notes with the same rights which it would have if it were not Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture reasonably believed by it to be genuine and correct and to have been signed, presented or sent by the proper person or persons. Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Note, shall be conclusive and binding upon all future Owners of the same Note and upon Notes issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee deems it desirable that a matter be proven or established prior to taking, suffering or omitting any action hereunder, the Trustee may rely upon a certificate signed by an Authorized City Representative or Authorized Developer Representative as sufficient evidence of the facts therein contained. Prior to the occurrence of an Event of Default of which the Trustee has been

notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice of any Event of Default unless the Trustee is specifically notified in writing of such Event of Default by the City, the District, the Developer or by the Owners of at least 25% in aggregate principal amount of all Notes then Outstanding.

(i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of RPA 1, including all books, papers and records of the City pertaining to the District, the Developer, and the Notes, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.

(k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Notes, the withdrawal of any funds, or any action whatsoever within the purview of this Indenture, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the City to the authentication of any Notes, the withdrawal of any funds or the taking of any other action by the Trustee.

(l) Anything herein to the contrary notwithstanding, before taking any action under this Indenture, other than any action concerning the payment of principal and interest on the Notes under **Article II**, declaring an Event of Default or accelerating the maturity of the Notes, the Trustee may, in its discretion, require that a reasonably satisfactory indemnity be furnished to it by the Owners or other parties for the reimbursement of all reasonable fees, costs liabilities, losses, claims and expenses to which it or its agents or counsel may be put and to protect it against all liability including environmental, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as provided herein.

(n) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by any one of its directors, officers, agents, attorneys or employees unless it is established that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of a majority of the Owners by principal amount of the Notes then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

(4) subject to subsection (1) above, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial or environmental liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and

(5) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(o) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee and Paying Agent.

Section 802. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees and expenses for its ordinary services rendered hereunder and all agent and counsel fees and other ordinary costs and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, if it becomes necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary costs and expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees, expenses and charges of the Trustee as Paying Agent and as Registrar for the Notes. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Note, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, expenses and charges incurred. Notwithstanding the foregoing, if moneys in the Revenue Fund are insufficient to make payment to the Trustee for its fees and expenses, as provided in subparagraph (3) of **Section 402(b)** on any Interest Payment Date, the unpaid portion shall be carried forward to the next Interest Payment Date, together with interest thereon at the Trustee's base lending rate plus 2%.

Section 803. Notice of Default. If a default occurs of which notice is given to the Trustee as provided in **Section 801(h)**, then the Trustee shall within five (5) days give written notice thereof to the

City, the District and the Developer and within thirty (30) days (five (5) Business Days if the maturity of the Notes has been accelerated pursuant to **Section 702**) by first class mail to the Owners of all Notes then Outstanding as shown by the Register.

Section 804. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Notes, the Trustee may intervene on behalf of Owners and shall do so if requested in writing by the Owners of at least 25% in the aggregate principal amount of Notes then Outstanding, provided that the Trustee shall first have been provided indemnity provided under **Section 801(I)** as it may require against the reasonable costs, expenses and liabilities which it may incur in or by reason of such proceeding, including without limitation attorneys' fees and expenses. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 805. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association with or into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which the Trustee may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under **Section 808**, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 806. Resignation or Removal of Trustee. The Trustee and any successor Trustee may at any time resign as Trustee and Paying Agent from the trusts hereby created by giving at least 60 days' written notice to the City, the District, the Developer, the Lender and the Owners. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Indenture, it shall resign immediately in the manner provided in this Section. The Trustee may be removed as Trustee and Paying Agent for cause or without cause at any time by an instrument or concurrent instruments in writing delivered to the Trustee, the Lender, the Developer and signed by the Owners of a majority in aggregate principal amount of Notes then Outstanding. If no Event of Default has occurred and is continuing, or no event exists that constitutes or with the giving of notice or passage of time would constitute a default or Event of Default, the Trustee may be removed as Trustee and Paying Agent for cause (including the failure of the City and the Trustee to agree on the reasonableness of the fees and expenses of the Trustee under this Indenture) at any time by an instrument or concurrent instruments in writing delivered to the Lender, the Developer and the Trustee, and signed by the City. The City, the District, the Lender, the Developer or the Owners of a majority in aggregate principal amount of the Notes then Outstanding may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee as Trustee and Paying Agent. No resignation or removal of the Trustee shall become effective until a successor Trustee has been appointed pursuant to **Section 807** and has accepted its appointment under **Section 809**.

Section 807. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee may be appointed by the Developer (provided no Event of Default has occurred and is continuing) or the Owners of a majority in aggregate principal amount of Notes then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy the City, by an instrument executed and signed by the Authorized City Representative, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed by the Developer or the Owners in the manner above provided; and any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed by the Developer or such Owners. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days of a notice of resignation or removal

of the current Trustee, the Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No resignation or removal of the Trustee and no appointment of a successor Trustee shall become effective until the successor Trustee has accepted its appointment under **Section 809**.

Section 808. Qualifications of Successor Trustees. Any trustee appointed in succession to the Trustee hereunder shall be a trust institution or commercial bank with a corporate trust office located in the State, shall be in good standing and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory authority, and shall have a reported capital and surplus of not less than \$100,000,000. If such institution publishes reports of conditions at least annually pursuant to law or regulation, then for the purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

Section 809. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City, the District and the Developer an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; and the obligations and duties of the predecessor Trustee hereunder shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be reasonably required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 810. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Redevelopment Agreement, and in particular in case of the enforcement of either upon an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be reasonably required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds,

conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee dies, becomes incapable of acting, resigns or is removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 811. Annual Statement. The Trustee shall render an annual statement for each calendar year ending December 31 to the City, the District, the Developer and, if so requested and the expense thereof is paid, to any Owner requesting the same, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds created by this Indenture as of the beginning and close of such accounting period.

Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal.

(a) The Trustee is hereby designated and agrees to act as Paying Agent and as Registrar for and in respect of the Notes.

(b) The City may appoint one or more additional Paying Agents for the Notes. Each Paying Agent other than the Trustee shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by executing and delivering to the City, the District and the Trustee a written acceptance thereof. The City may remove any Paying Agent other than the Trustee and any successors thereto, and appoint a successor or successors thereto; provided that any such Paying Agent designated by the City shall continue to be a Paying Agent of the City for the purpose of paying the principal of and interest on the Notes until the designation of a successor as such Paying Agent and acceptance by such successor of the appointment. Each Paying Agent is hereby authorized to pay or redeem Notes when such Notes are duly presented to it for payment or redemption, which Notes shall thereafter be delivered to the Trustee for cancellation.

(c) The Paying Agent (if other than the Trustee) may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice to the City, the District, the Developer, the Lender and the Trustee. The Paying Agent (if other than the Trustee) may be removed by the City at any time by an instrument signed by the City and filed with the Paying Agent and the Trustee, with a copy to the District, the Developer and the Lender. In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee. Any successor Trustee shall automatically become a successor Paying Agent.

(d) If the City fails to appoint a Paying Agent hereunder, or the Paying Agent resigns or is removed, or is dissolved, or if the property or affairs of the Paying Agent are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the City has not appointed its successor as Paying Agent, the Trustee shall ipso facto be deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the City of the Paying Agent or successor Paying Agent, as the case may be. The Trustee shall give each Owner notice by first-class mail of the appointment of a Paying Agent or successor Paying Agent.

ARTICLE IX

SATISFACTION AND DISCHARGE OF THE INDENTURE

Section 901. Satisfaction and Discharge of the Indenture.

(a) When the principal of and interest on all the Notes have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 902**, and provision also is made for paying all other sums payable hereunder, including the fees, charges and expenses of the Trustee and the Paying Agents to the date of payment of the Notes, then the right, title and interest of the Trustee under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City any property at the time subject to this Indenture which may then be in the Trustee's possession, except amounts in the Debt Service Fund required to be paid to the Owners under **Section 403**, except amounts set aside for payment of arbitrage rebate, if any, and except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of and interest on the Notes.

(b) The City is hereby authorized to accept a certificate of the Trustee stating that the whole amount of the principal and interest so due and payable upon all of the Notes then Outstanding has been paid or provision for such payment has been made in accordance with **Section 902** as evidence of satisfaction of this Indenture, and upon receipt thereof the City shall cancel and erase the inscription of this Indenture from its records.

Section 902. Notes Deemed to Be Paid.

(a) Notes shall be deemed to be paid within the meaning of this Article when payment of the principal on such Notes, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment or (ii) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and, with respect to Tax-Exempt TIF Notes deemed to be paid within the meaning of this Article, the Trustee shall have received an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such deposit will not cause the interest on such Tax-Exempt TIF Notes to be included in gross income for purposes of federal income taxation. At such time as a Note is deemed to be paid hereunder as aforesaid, such Note shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Notes which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (2) of subsection (a) above shall be deemed a payment of such Notes as aforesaid until, as to all such Notes which are to be redeemed prior to their respective stated maturities, proper notice of such redemption has been given in accordance with **Article III** or irrevocable instructions have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Notes and interest thereon shall be applied to and be used solely for the payment of the particular Notes and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as are not inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Indenture or to release property from the Trust Estate that was included by reason of an error or other mistake;
- (b) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;
- (c) to subject to this Indenture additional revenues, properties or collateral;
- (d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification of the Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Notes for sale under the securities laws of any state of the United States;
- (e) to provide for the refunding of any Notes in accordance with the terms hereof;
- (f) to evidence the appointment of a separate trustee or the succession of a new trustee hereunder; or
- (g) to make any other change which, in the sole judgment of the Trustee, does not materially adversely affect the interests of the Owners. In exercising such judgment, the Trustee may rely on an Opinion of Counsel.

Section 1002. Supplemental Indentures Requiring Consent of Owners. In addition to Supplemental Indentures permitted by **Section 1001** and subject to the terms and provisions contained in this Section, and not otherwise, with the consent of the Owners of not less than a majority in aggregate principal amount of the Notes then Outstanding, the City and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit or be construed as permitting:

- (a) an extension of the maturity of the principal of or the scheduled date of payment of interest on any Note;

- (b) a reduction in the principal amount, redemption premium or any interest payable on any Note;
- (c) a privilege or priority of any Note or Notes over any other Note or Notes;
- (d) a reduction in the aggregate principal amount of Notes the Owners of which are required for consent to any such Supplemental Indenture; or
- (e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed by first-class mail to each Owner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee or such other office as the Trustee may designate for inspection by all Owners. If within 60 days or such longer period as shall be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Notes Outstanding at the time of the execution of any such Supplemental Indenture have consented to and approved the execution thereof as herein provided, no Owner of any Note shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 1003. Developer and Lender Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights or obligations of the Developer shall not become effective unless and until the Developer and the Lender, if any, have consented in writing to the execution and delivery of such Supplemental Indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture together with a copy of the proposed Supplemental Indenture to be mailed to the Developer at least 45 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

Section 1004. Opinion of Bond Counsel. Notwithstanding anything to the contrary in **Sections 1001 or 1002**, before the City and the Trustee enter into any Supplemental Indenture pursuant to **Section 1001 or 1002**, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture and the Act, complies with their respective terms, and will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion from federal gross income of interest on any Tax-Exempt TIF Notes then Outstanding.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Consents and Other Instruments by Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument (other than the assignment of a Note) may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes and the amount or amounts, numbers and other identification of such Notes, and the date of holding the same shall be proved by the Register, absent manifest error.

Section 1102. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the City, the Trustee, the District or the Developer if the same is duly mailed by registered or certified mail, postage pre-paid, return receipt requested, or sent by telegram, telecopy or telex or other similar communication, confirmed by telephone, on the same day, addressed as follows, provided that notice to the Trustee shall be effective only upon receipt:

(a) To the City at:

City of University City
6801 Delmar Boulevard
University City, Missouri 63130
Attention: City Manager
grose@ucitymo.org

with copies to:

John F. Mulligan, Jr.
Attorney at Law
101 South Hanley Road, Suite 1280
Clayton, Missouri 63105
jfmulliganjr@aol.com

and

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
Attention: Mark D. Grimm, Esq.
mgrimm@gilmorebell.com

(b) To the Trustee at:

BOKF, N.A.
200 N. Broadway, Suite 1710
St. Louis, Missouri 63102
Attn: Corporate Trust Department

(c) To the District at:

The Markets at Olive Community Improvement District
c/o Novus Development
20 Allen Avenue, Suite 400
Webster Groves, Missouri 63119
Attention: Jonathan Browne
jpbrowne@novusdev.com

with copies to:

Novus Development
20 Allen Avenue, Suite 400
Webster Groves, Missouri 63119
Attention: Jonathan Browne
jpbrowne@novusdev.com

and

Carmody MacDonald P.C.
120 S. Central Ave., Suite 1800
St. Louis, Missouri 63105
Attention: Kevin M. Cushing
kmc@carmodymacdonald.com

(d) To the Developer at:

U. City, L.L.C. and U. City TIF Corporation
c/o Novus Development
20 Allen Avenue, Suite 400
Webster Groves, Missouri 63119
Attention: Jonathan Browne
jpbrowne@novusdev.com

with a copy to:

Carmody MacDonald P.C.
120 S. Central Ave., Suite 1800
St. Louis, Missouri 63105
Attention: Kevin M. Cushing
kmc@carmodymacdonald.com

(e) To the Owners:

By first class mail addressed to each of the Owners of all Notes at the time Outstanding, as shown by the Register. Any notice so mailed to the Owners of the Notes shall be deemed given at the time of mailing whether or not actually received by the Owners of the Notes.

(f) To the Lender:

Cedar Rapids Bank & Trust Co.
500 1st Ave. NE, Suite 100
Cedar Rapids, Iowa 52401
Attention: Mitch McElree

In the event of any notice to a party other than the City, a copy of said notice shall be provided to the City. The Lender, if any, shall be provided a copy of any notice to the Developer. The above parties may from time to time designate, by notice given hereunder to the other parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1103. Limitation of Rights Under the Indenture. With the exception of rights herein expressly conferred and as otherwise provided in this Section, nothing expressed or mentioned in or to be implied by this Indenture or the Notes is intended or shall be construed to give any person other than the parties hereto, the Developer and the Owners of the Notes, any right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are, except as otherwise provided in this Section, intended to be and are for the sole and exclusive benefit of the parties hereto, the Developer and the Owners of the Notes as herein provided.

Section 1104. Suspension of Mail Service. If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1105. Business Days. If any date for the payment of principal of or interest on the Notes or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter; provided, however, any interest that accrues on any unmatured or unredeemed Notes from the due date shall be payable on the next succeeding Payment Date.

Section 1106. Immunity of Officers, Employees and Members of City. No recourse shall be had for the payment of the principal of or interest on any of the Notes or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the City, the governing body of the City, or of any successor public corporation, as such, either directly or through the City or any successor public corporation, under

any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Notes.

Section 1107. No Sale. The City covenants and agrees that, except as provided herein or in the Redevelopment Agreement, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the moneys subject to this Indenture.

Section 1108. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1109. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1110. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1111. Electronic Transactions. Unless otherwise specified herein, the transactions and other activities described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1112. Action by City. When any action or consent of the City is required by this Indenture, such action or consent may be undertaken or given by an Authorized City Representative.

Section 1113. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and shall not, for the duration of this Indenture, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of University City, Missouri, has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, BOKF, N.A. has caused these presents to be signed in its name by a duly authorized officer, all as of the day and year first above written.

CITY OF UNIVERSITY CITY, MISSOURI

[SEAL]

By: _____
City Manager

ATTEST:

City Clerk

[Indenture]

**BOKF, N.A.,
as Trustee**

By: _____
Name: _____
Title: _____

[Indenture]

EXHIBIT A

FORM OF TIF NOTES

***THIS NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR
NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.***

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-____**

**Registered
Up to \$ _____
(See Schedule A attached)**

CITY OF UNIVERSITY CITY, MISSOURI

**[TAXABLE] TAX INCREMENT REVENUE NOTE
(OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION
REDEVELOPMENT PROJECT AREA 1)
SERIES [A/B]**

Rate of Interest: Variable, as described below

Maturity Date: June 9, 2042

REGISTERED OWNER:

PRINCIPAL AMOUNT: See **SCHEDULE A** attached hereto.

The **CITY OF UNIVERSITY CITY, MISSOURI**, an incorporated political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “City”), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown from time to time on **Schedule A** attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on **Schedule A** attached hereto or from the most recent Interest Payment Date to which interest has been paid or duly provided for (computed on the basis of a 360-day year of twelve 30-day months) at the Interest Rate defined below. Interest shall be payable semiannually on May 1 and November 1 in each year (each, an “Interest Payment Date”), beginning on the first Interest Payment Date following the initial transfer of moneys to the Special Allocation Fund. Interest that remains unpaid on any Interest Payment Date shall be compounded semi-annually.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined) or the Redevelopment Agreement dated as of June 13, 2019 among the City, U. City, LLC and U. City TIF Corporation, as amended by the First Amendment to Redevelopment Agreement dated as of _____, 2020 among the City, U. City, LLC and U. City TIF Corporation, and as may be further amended or supplemented from time to time (collectively, the “Agreement”).

**THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS NOTE TERMINATE ON
JUNE 9, 2042, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS**

BEEN PAID IN FULL. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN THE INDENTURE, THIS NOTE MAY BECOME SUBORDINATED TO OTHER OBLIGATIONS OF THE CITY AS PROVIDED IN THE AGREEMENT. REFERENCE IS MADE TO THE INDENTURE AND THE AGREEMENT FOR A COMPLETE DESCRIPTION OF THE CITY'S OBLIGATIONS HEREUNDER.

The principal of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this Note at the principal corporate trust office in St. Louis, Missouri of BOKF, N.A., as trustee (the "Trustee"). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the Register at the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Trustee to the address of such registered owner shown on the Register or (b) by electronic transfer to such registered owner upon written notice given to the Trustee and signed by such registered owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the United States), ABA routing number and account number to which such registered owner wishes to have such transfer directed and an acknowledgement that an electronic transfer fee may be applicable. The principal or redemption price of and interest on the Notes shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Note is one of an authorized series of fully-registered notes of the City designated "City of University City, Missouri, [Tax-Exempt] [Taxable] Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series _____," which together with other authorized series of fully-registered Notes of the City designated "City of University City, Missouri, Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series _____," aggregate a principal amount of \$[*Principal Amount*] (collectively the "Notes"). The Notes are being issued for the purpose of paying a portion of the Reimbursable Redevelopment Project Costs in connection with the redevelopment of RPA 1 of the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Area, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (the "Act"), the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), and pursuant to a Trust Indenture dated as of March 1, 2021, between the City and the Trustee (said Trust Indenture, as amended and supplemented in accordance with the terms thereof, being herein called the "Indenture").

The Notes constitute special, limited obligations of the City payable as to principal, premium, if any, and interest solely from Note proceeds, Net Proceeds and investment earnings thereon. "Net Proceeds" means (a) all Payments in Lieu of Taxes on deposit in the PILOTS Account of the Special Allocation Fund and (b) subject to annual appropriation, (1) subject to **Section 6.3(a)(1)** of the Redevelopment Agreement, all Economic Activity Taxes on deposit in the EATS Account of the Special Allocation Fund, (2) all District Revenues on deposit in the District Revenues Account of the Special Allocation Fund, (3) all City Revenues on deposit in the City Revenues Account of the Special Allocation Fund and (4) monies on deposit in any other account of the Special Allocation Fund that have been appropriated to the payment of the Notes. Net Proceeds do not include (1) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (2) any sum received by the City that is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

"Interest Rate" means a variable rate equal to (i) the greater of (x) the Prime Rate plus 2.00% or (y) 8.00%, if the interest on the Notes (in the opinion of Bond Counsel) is not excluded from gross income for

federal income tax purposes (the “*Taxable Rate*”) or (ii) the Taxable Rate less 150 basis points if the interest on the Notes (in the opinion of Bond Counsel) is excluded from gross income for federal income tax purposes (the “*Tax-Exempt Rate*”). The interest rate on the Notes shall be adjusted from time to time as and when the Prime Rate changes. Notwithstanding any provision herein to the contrary, in no event shall the interest rate on the Notes exceed the maximum rate permitted by law.

The Notes shall not constitute debts or liabilities of the City, the District, the State of Missouri or any political subdivision thereof within the meaning of any constitutional, statutory or charter debt limitation or restriction. Neither the City, the District, the Tax Increment Financing Commission of the City of University City, Missouri, the commissioners of said Commission, the officers and employees of the City or the District, nor any person executing the Notes shall be personally liable for such obligations by reason of the issuance thereof.

NOTWITHSTANDING ANY PROVISION IN THE AGREEMENT OR IN THE NOTES TO THE CONTRARY, THE NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTION 3.1 OF THE AGREEMENT.

The Notes are subject to optional redemption by the City in whole or in part at any time at a redemption price of 100% of the principal amount of the Notes to be redeemed, plus accrued interest thereon to the date fixed for redemption.

The Notes are subject to special mandatory redemption by the City on any Interest Payment Date, at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to the amount which, 40 days prior to each Interest Payment Date (10 days if all of the Notes are owned by a single party), is on deposit in the Debt Service Fund and which will not be required for the payment of interest on such Interest Payment Date.

If any of the Notes are to be called for redemption as aforesaid, notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least 30 days (10 days if all of the Notes are owned by a single party) and not more than 60 days prior to the date fixed for redemption to the Registered Owner of each Note to be redeemed at the address shown on the Register as of the date of such notice, as more fully described in the Indenture. Notice of redemption having been given as aforesaid, and provided that moneys are on deposit with the Trustee to effect the required redemption, the Notes or portions of Notes so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Notes or portions of Notes so called for redemption shall cease to bear interest, shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture. Any defect in any notice or the failure of any parties to receive any notice of redemption shall not cause any Note called for redemption to remain Outstanding.

Notes shall be redeemed only in Authorized Denominations. When less than all of the outstanding Notes are to be redeemed and paid prior to maturity, such Notes or portions of Notes to be redeemed shall be redeemed in the order of maturity designated by the City, and, within any maturity, the Trustee shall select the Notes to be redeemed in Authorized Denominations in such equitable manner as the Trustee may determine. All Taxable TIF Notes shall be redeemed prior to the Tax-Exempt TIF Notes.

This Note may be transferred or exchanged, as provided in the Indenture, only upon the Register, upon surrender of this Note together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or the registered owner’s duly authorized agent. THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER’S ACCEPTANCE HEREOF, THAT THE RIGHT TO

TRANSFER, ASSIGN OR NEGOTIATE THIS NOTE SHALL BE LIMITED TO TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS, AS DEFINED BELOW. Accordingly, this Note will be transferable only upon prior delivery to the Trustee of a letter in substantially the form attached to the Indenture as **Exhibit B**, signed by the transferee, showing that such transferee is an Approved Investor. After the Trustee receives the foregoing statement, a new Note of the same maturity and in the same principal amount outstanding as the Note which was presented for transfer or exchange shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City and the Trustee may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. For the purposes of this Note, "Approved Investor" means (a) the Developer, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933, (d) any general business corporation or enterprise with total assets in excess of \$50,000,000, (e) the Lender or (f) the Purchaser.

This Note shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Notes have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the **CITY OF UNIVERSITY CITY, MISSOURI** has executed this Note by causing it to be signed by the manual signature of its City Manager and attested by the manual signature of its City Clerk, and its official seal to be affixed or imprinted hereon, and this Note to be dated as of the effective date of registration as shown on **Schedule A**.

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
City Manager

(Seal)

Attest:

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the books kept by the Trustee for the registration thereof, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Note in every particular.

Medallion Signature Guarantee:

SCHEDULE A

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the within-mentioned Indenture.

<u>Date⁽¹⁾</u>	<u>Additions to Principal Amount⁽²⁾</u>	<u>Principal Amount Paid/Cancelled</u>	<u>Outstanding Principal Amount</u>	<u>Authorized Signatory of Trustee</u>
_____, 20__	\$	\$	\$	
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				

⁽¹⁾ Date of Advance (which constitutes Date of Registration with respect to such portion of the Note) or Interest Payment Date. Advances are limited to one per calendar month.

⁽²⁾ **Additions to the Principal Amount may not exceed the amounts permitted by Section 5.1 of the Redevelopment Agreement.**

EXHIBIT B

PURCHASER'S LETTER OF REPRESENTATIONS

[Date]

City of University City
6801 Delmar Boulevard
University City, Missouri 63130

BOKF, N.A.
200 N. Broadway, Suite 1710
St. Louis, Missouri 63102

Re: City of University City, Missouri, Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A and B

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the purchase by the undersigned of the above-referenced notes (the "Notes"), issued by the City of University City, Missouri (the "City"). The Notes are secured in the manner set forth in Ordinance No. ____ of the City, adopted on _____, 2021 (the "Ordinance") and in the Trust Indenture dated as of March 1, 2021 (the "Indenture"), between the City and BOKF, N.A., as Trustee. The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of limited revenue obligations and other municipal obligations, to be able to evaluate the risks and merits of the investment represented by the purchase by the undersigned of the Notes. The undersigned is able to bear the economic risk represented by the purchase by the undersigned of the Notes. The undersigned understands that the Notes are repayable solely from Pledged Revenues (as defined in the Indenture) and, with respect to a portion of the funds therein, subject to annual appropriation by the City Council and the Board of Directors of The Markets at Olive Community Improvement District (the "District").

2. The undersigned has made its own inquiry and analysis with respect to or affecting the likelihood of the payment of the Notes. The undersigned acknowledges that the City, the District, U. City, LLC and U. City TIF Corporation have offered to give access, without restriction or limitation, to all information to which a reasonable investor would attach significance in making investment decisions, and the undersigned has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the Notes, this financing transaction, the City, the District, U. City, LLC and U. City TIF Corporation.

3. The undersigned acknowledges that the City has not made any representation or warranty concerning the accuracy or completeness of any information furnished in connection with the purchase by the undersigned of the Notes. Accordingly, the undersigned has not relied upon the City as to the accuracy or completeness of such information. As a sophisticated investor, the undersigned has made its own decision to purchase the Notes based solely upon its own inquiry and analysis.

4. The undersigned understands that the Notes do not constitute an indebtedness of the City, the District or the State of Missouri or a loan or credit thereof within the meaning of any constitutional, statutory or charter debt limitation or restriction.

5. The undersigned is familiar with and has counsel who are familiar with the federal and state legislation, rules, regulations and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The undersigned hereby covenants and agrees that the undersigned will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Notes or any interest therein in violation of applicable federal or state law or in violation of restrictions on sale, assignment, negotiation or transfer of the Notes as set forth in paragraph 7 below.

6. The undersigned is purchasing the Notes for its own account for investment (and not on behalf of another) and has no present intention of reselling the Notes or dividing its interest therein; but the undersigned reserves the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Notes at some future date determined by it, provided that such disposition is not in violation of restrictions on sale, assignment, negotiation or transfer of the Notes as set forth in paragraph 7 below.

7. The undersigned acknowledges that the right to sell, assign, negotiate or otherwise transfer the Notes shall be limited to the sale, assignment, negotiation or transfer to an Approved Investor (as defined in the Indenture).

8. The undersigned agrees for federal income tax purposes it will treat each Note acquired from the City by it or any related party as full payment of all Redevelopment Project Costs and/or Reimbursable Redevelopment Project Costs for which the Note was issued.

9. The undersigned agrees to indemnify and hold you harmless from any and all claims, judgments, reasonable attorneys' fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or effected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage or disposition of the Notes in violation of this letter.

10. The undersigned has satisfied itself that the Notes may be legally purchased by the undersigned.

11. The undersigned represents to each of you that the undersigned is an Approved Investor.

Sincerely,

_____,
as Purchaser

By: _____
Title: _____

EXHIBIT C

FORM OF MONTHLY REPORT

[Date]

BOKF, N.A., as Trustee
200 N. Broadway, Suite 1710
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Re: City of University City, Missouri, Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A and B

Ladies and Gentlemen:

The City herewith transfers to the Trustee the following sums that were received by the City during the month of _____, [year]:

\$ _____	Net Proceeds constituting Payments in Lieu of Taxes (for deposit into the PILOTS Account of the Revenue Fund)
\$ _____	Net Proceeds constituting Economic Activity Taxes (for deposit into the EATS Account of the Revenue Fund)
\$ _____	Net Proceeds constituting City Revenues (for deposit into the City Revenues Account of the Revenue Fund)
\$ _____	Net Proceeds constituting District Revenues (for deposit into the District Revenues Account of the Revenue Fund)

All moneys so received, totaling \$ _____, have been transferred to BOKF, N.A., as Trustee (the "Trustee") under the Trust Indenture dated as of March 1, 2021, between the Trustee and the City. All capitalized terms not defined herein shall have the meanings ascribed for them in said Indenture.

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
Title: _____



Council Agenda Item Cover

MEETING DATE: March 15, 2021

AGENDA ITEM TITLE: Preliminary Plan Approval – Adoption of a Resolution to approve the Preliminary Plan Concept for the proposed Costco Development.

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : Yes

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

BACKGROUND REVIEW:

The Plan Commission recommended approval of the proposed Preliminary Plan concept at their December 3, 2020 meeting by a unanimous 7-0 vote. City Council is also considering a proposed map amendment to rezone the property to the PD-C district. This agenda item requires consideration of a resolution approving the plan concept at City Council. The approval of the resolution is the first action to accommodate the proposed development which will also require Final Plan approval at a future date.

RECOMMENDATION:

City Manager concurs with the Planning Commission's recommendation.

Attachments:

- 1: Transmittal Letter from Plan Commission
2. Resolution



Plan Commission

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

December 3, 2020

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

RE: Preliminary Plan Approval – Costco Site (PC 20-10)

Dear Ms. Reese,

At a scheduled meeting on December 3, 2020 at 7:00 pm, via videoconference, the Plan Commission considered the request to approve the proposed “Preliminary Plan” concept for the proposed “Costco” site.

By a vote of 7 to 0, the Plan Commission recommended approval of said resolution to approve the “Preliminary Plan” for the proposed Costco development proposal.

Sincerely,

Margaret Holly, Chairperson
University City Plan Commission

RESOLUTION # _____

WHEREAS, Section 400.850 of the University City Zoning Code requires that a preliminary development plan be approved by the City Council by adoption of a resolution approving said preliminary development plan, with conditions as may be specified and authorizing the preparation of the final development plan. Section 400.760 of the Zoning Code requires that the permitted land uses and developments shall be established in the conditions of the ordinance adopted by the City Council governing the particular Planned Development-Commercial Use District.

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

The City Council hereby authorizes the preparation of the final development plan for the proposal for this map amendment and resolution, to be known as “Costco”. The proposed structures shall be developed with the following conditions:

1. The building and property shall be developed, constructed and maintained in compliance with the plans submitted and attached as “Exhibit A” to this resolution. The footprint and general layout are subject to the plans dated 10.21.2020. The height and mass shall be restricted to that shown on the preliminary development plan.
2. The following land uses and developments are hereby established as permitted uses in said PD-C District, subject to approval of a final development plan: retail stores providing for the sale of consumer goods normally found in a shopping center, including the sale of clothing and apparel, sporting goods, home or car audio and video equipment, dry goods, toys, etc., gasoline stations and vehicle service stations.
3. The minimum number of parking spaces allowed is 727 on site parking spaces.
4. A detailed landscape plan shall be submitted to the Director of Planning & Development for approval, in conjunction with a review by the City Forestry Supervisor.
5. A detailed construction traffic control and parking plan should be submitted to the Director of Planning & Development for approval. Said plan shall set forth details pertaining to worker and resident parking during all phases of the proposed construction. It shall further detail solutions to public property maintenance issues such as street cleaning and traffic diversion. Said plan shall be finalized prior to the issuance of a building permit. It shall be the applicant’s responsibility to obtain those approvals in written form in a timely manner prior to issuance of the building permit.
6. A Lot Consolidation shall be completed and Final Plat Recorded Prior to issuance of building permits.

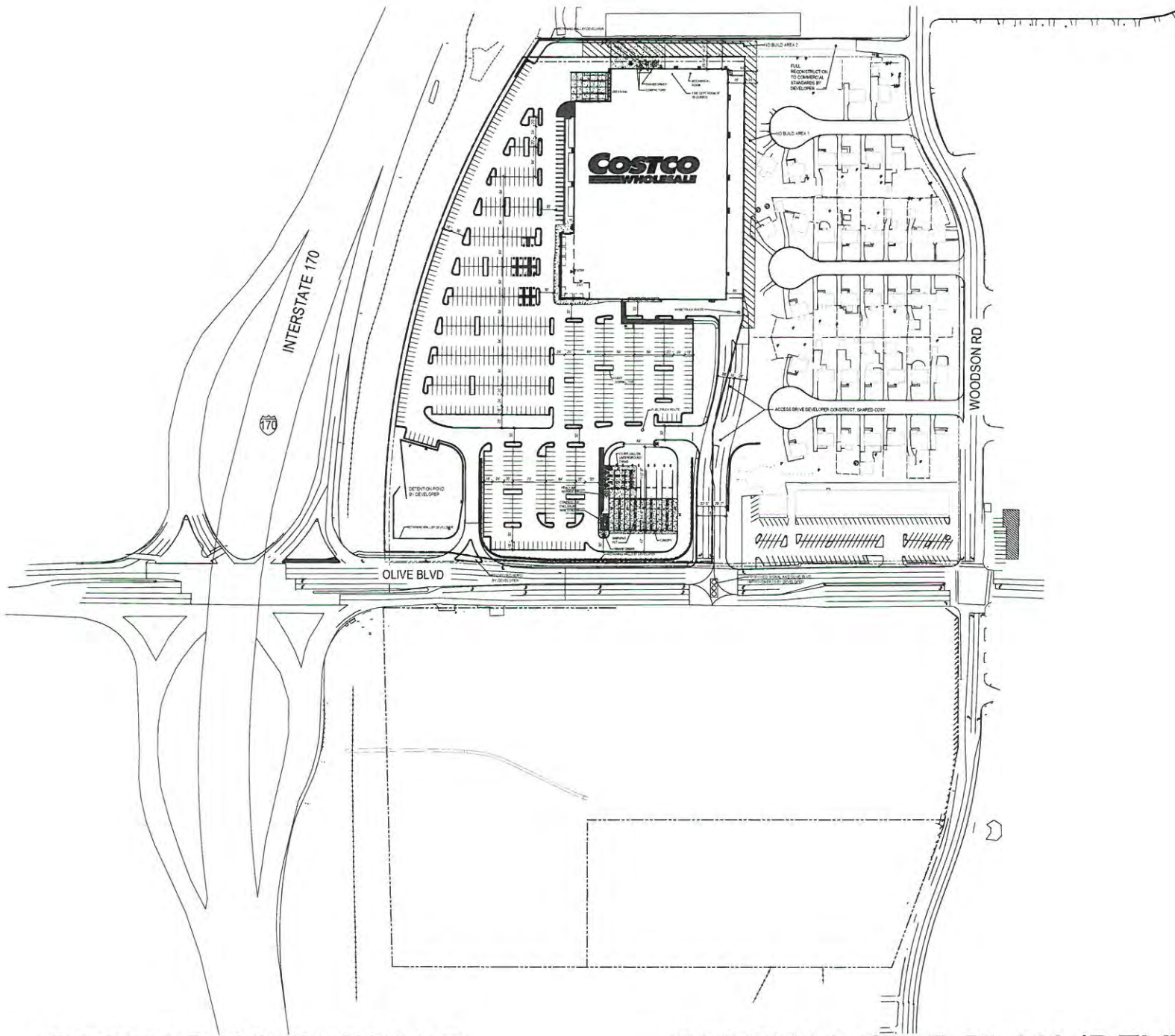
7. Approval of the Preliminary Development Plan shall be valid for a period of two years from the date of City Council approval. A Final Development Plan shall be submitted within the said two-year period per Sections 400.860 and 400.870 of the Zoning Code.

ADOPTED this 15th day of March, 2021.

Terry Crow, Mayor

ATTEST:

LaRette Reese, City Clerk



PROJECT DATA

CLIENT: COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027

PROJECT ADDRESS: SWC OF INTERSTATE 170 & OLIVE BLVD.
UNIVERSITY CITY, MO

SITE DATA:

TOTAL SITE AREA: 16.08 ACRES (700,365 SF)
JURISDICTION: CITY OF UNIVERSITY CITY

BUILDING DATA:

TOTAL BUILDING FOOTPRINT AREA: 160,430 SF

INCLUDES:

NET SALES FLOOR	151,074 SF
NET MECHANICAL / FIRE	2,459 SF
NET VESIBULE	4,737 SF
BUILDING ENVELOPE	2,160 SF

PARKING DATA:

TOTAL PARKING: 727 STALLS

INCLUDES:

MAIN LEVEL PARKING PROVIDED:	
○ 10' WIDE STALLS	710 STALLS
○ ACCESSIBLE STALLS	17 STALLS

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.



0 25 50 100
1" = 50'-0"

COSTCO WHOLESALE
UNIVERSITY CITY, MO



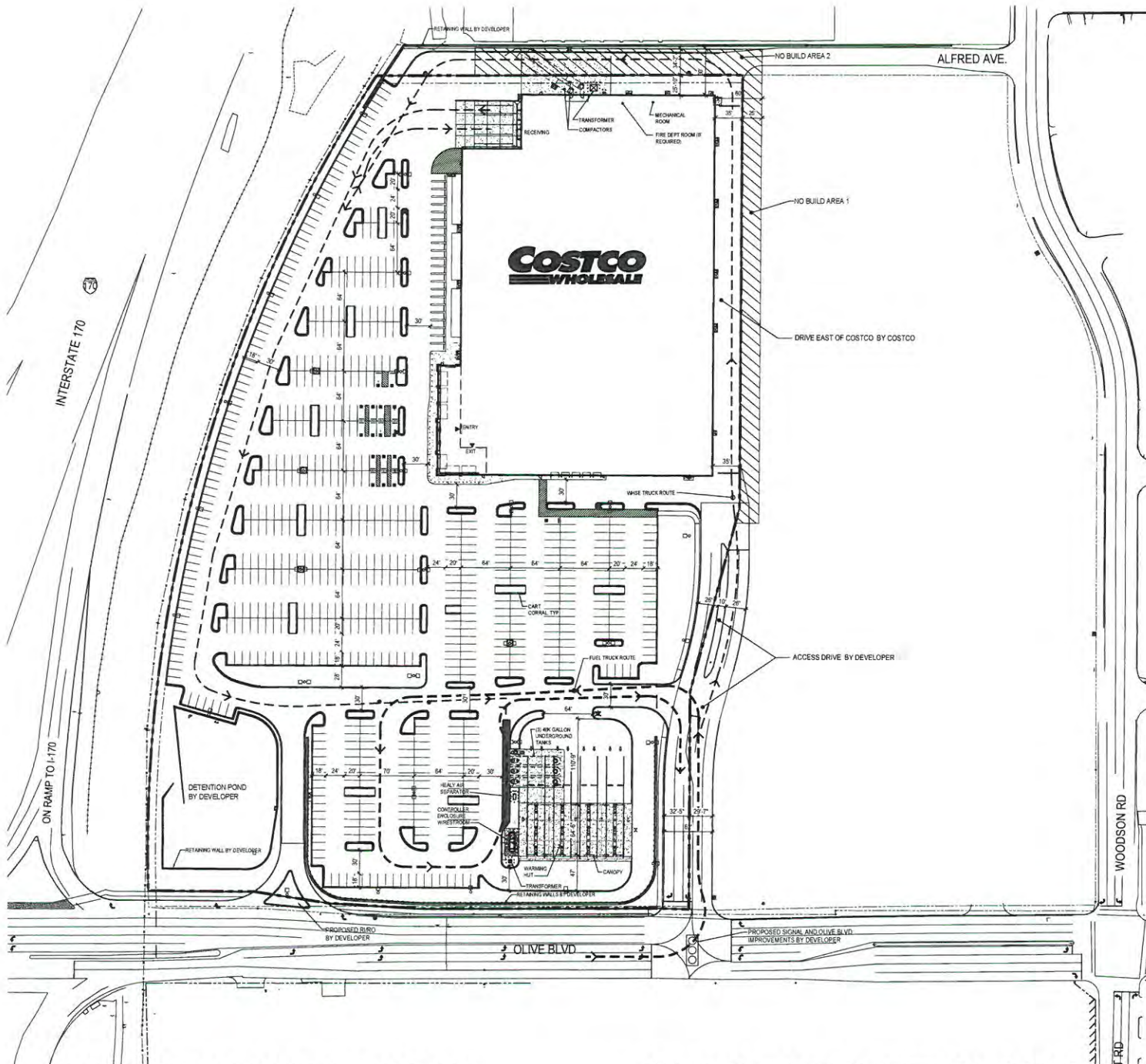
OCTOBER 21, 2020
CONCEPT
OVERALL
SITE PLAN
DD 02-11

COSTCO WHOLESALE

UNIVERSITY CITY, MISSOURI

OVERALL SITE PLAN (DEVELOPED)

OCTOBER 21, 2020



PROJECT DATA

CLIENT: COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027

PROJECT ADDRESS: SWC OF INTERSTATE 170 & OLIVE BLVD.
UNIVERSITY CITY, MO

SITE DATA:

TOTAL SITE AREA: 16.08 ACRES (700,365 SF)
JURISDICTION: CITY OF UNIVERSITY CITY

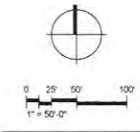
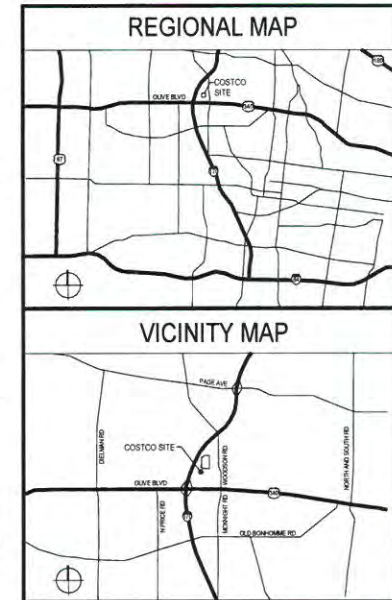
BUILDING DATA:

TOTAL BUILDING FOOTPRINT AREA:	160,430 SF
INCLUDES:	
NET SALES FLOOR	151,074 SF
NET MECHANICAL / FIRE	2,459 SF
NET VESIBULE	4,737 SF
BUILDING ENVELOPE	2,160 SF

PARKING DATA:

TOTAL PARKING:	727 STALLS
INCLUDES:	
MAIN LEVEL PARKING PROVIDED:	
⊙ 10' WIDE STALLS	710 STALLS
⊙ ACCESSIBLE STALLS	17 STALLS

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.



COSTCO WHOLESALE
UNIVERSITY CITY, MO



OCTOBER 27, 2020

CONCEPT
SITE PLAN

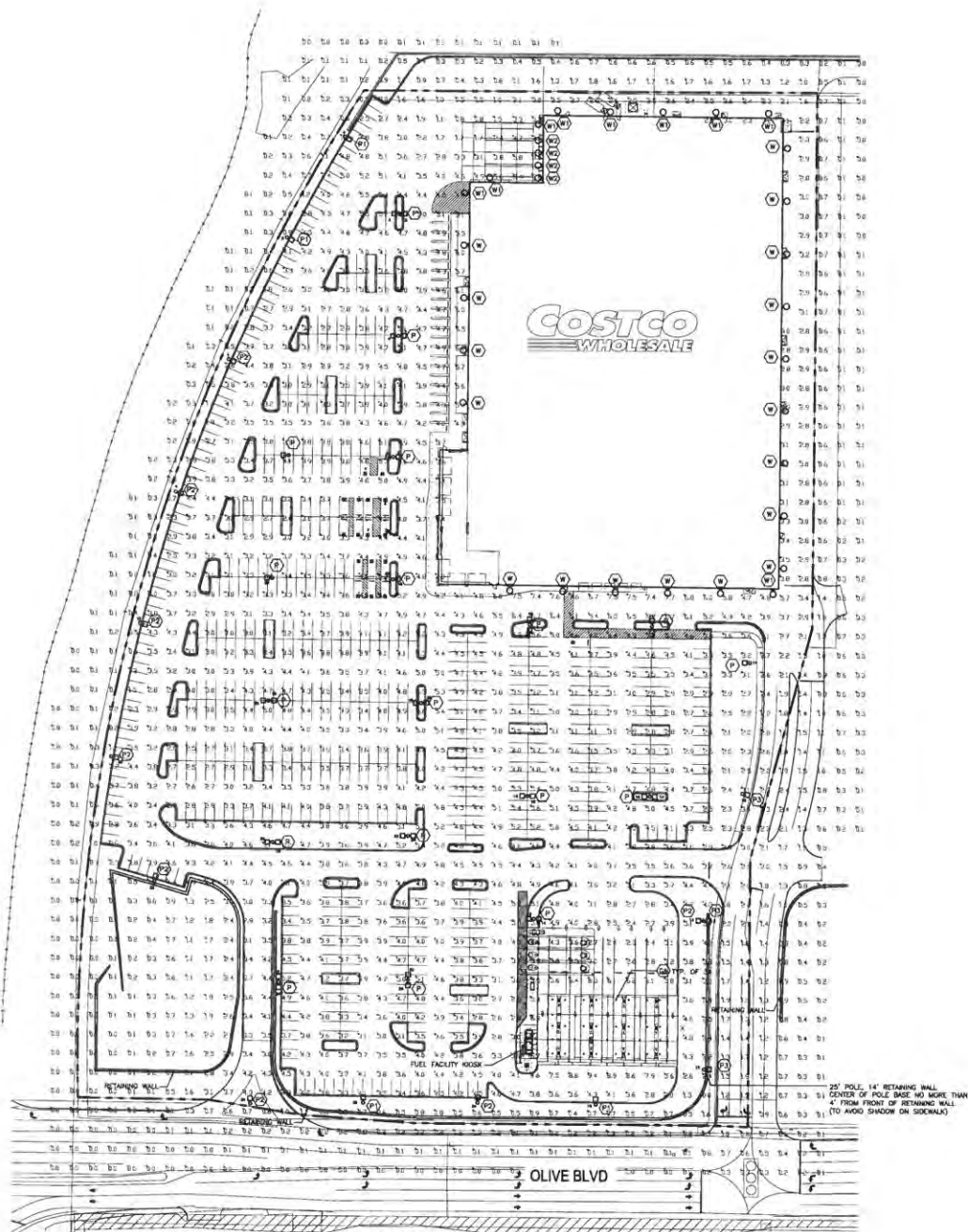
FD 81-12

COSTCO WHOLESALE

UNIVERSITY CITY, MISSOURI

CONCEPT SITE PLAN (COSTCO ONLY)

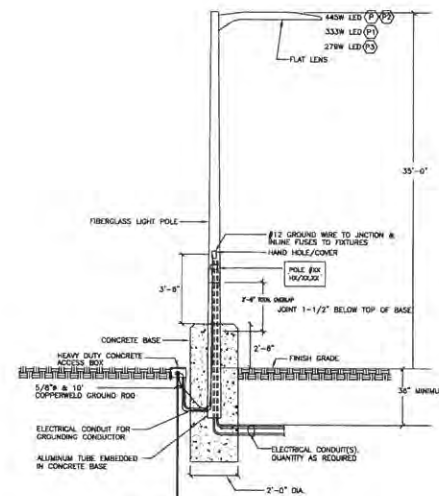
OCTOBER 27, 2020



SITE PHOTOMETRIC PLAN
SCALE: 1" = 40'-0"

FIXTURE DESCRIPTION

(P)	COOPER GALLERON GLEON-AF-B-LED-E1-5W-8Z, 445W TYPE 5 DISTRIBUTION, FIBERGLASS POLE 35'-0" ABOVE GRADE, WITH 2'-8" BASE.
(P1)	COOPER GALLERON GLEON-AF-B-LED-E1-5L3-HSS-8Z, 333W TYPE 3 DISTRIBUTION, FIBERGLASS POLE 35'-0" ABOVE GRADE, WITH 2'-8" BASE.
(P2)	COOPER GALLERON GLEON-AF-B-LED-E1-5L4-HSS-8Z, 445W TYPE 4 DISTRIBUTION, FIBERGLASS POLE 35'-0" ABOVE GRADE, WITH 2'-8" BASE.
(P3)	COOPER GALLERON GLEON-AF-5-LED-E1-14W-HSS-8Z, 279W TYPE 4 DISTRIBUTION, FIBERGLASS POLE 35'-0" ABOVE GRADE, WITH 2'-8" BASE.
(P4)	LITHONIA OSW2-LED-40K-30C-1000-12M, 109W LED, 20' MOUNTING HEIGHT.
(P5)	LITHONIA OSW2-LED-40K-30C-1000-14M, 109W LED, 20' MOUNTING HEIGHT.
(P6)	LITHONIA OSW2-LED-40K-30C-530-17M, 24W LED, 30' MOUNTING HEIGHT.
(P7)	BROW LED, SURFACE SYMMETRIC DOWN LIGHT, FLAT LENS, 18" MOUNTING HEIGHT.



NOTE: PROVIDE CONCRETE J-BOX AS REQUIRED.
THIS DETAIL IS FOR ELECTRICAL CONDUITS ROUTING ONLY.
SEE STRUCTURAL DRAWINGS FOR DETAILS.

POLE DETAIL
SCALE: 1/8" = 1'-0"

377T ALTERNATE

© 2014 BY THE DESIGNER. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE PRIOR WRITTEN PERMISSION OF THE DESIGNER.

DD PACKAGE
ARCHITECT REFERENCE NO. 17-0467-21

5E1-9

COSTCO
WHOLESALE



T.E. Inc.
850 N. RIVERSIDE DRIVE
RENTON, WA 98057
PHONE: 425-470-3703
FAX: 425-470-3705

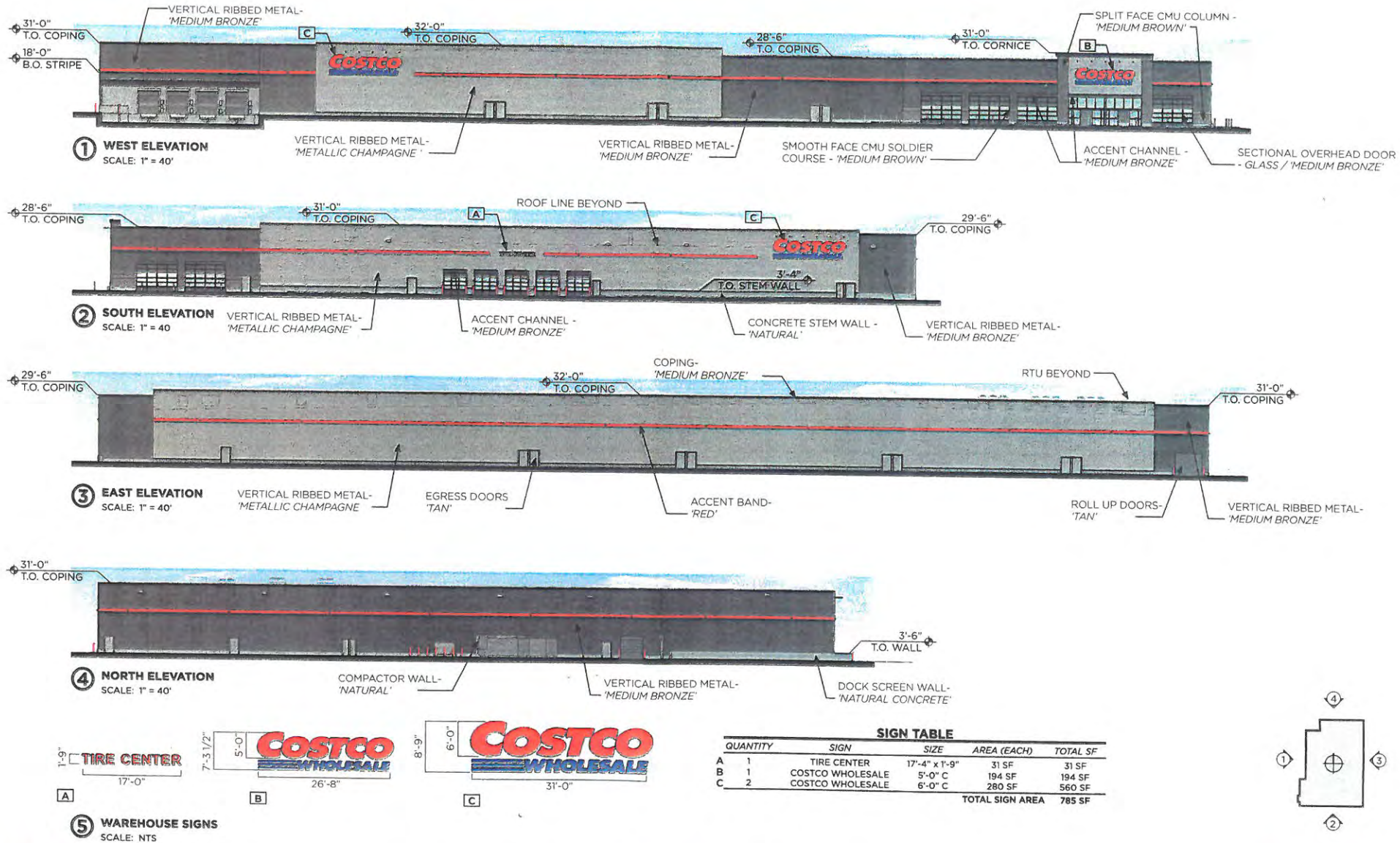
UNIVERSITY CITY, MO

REASON: N/A

ISSUED FOR QA ONLY

DRAWN: NCV
CHECKED: ANV/ADN





OCTOBER 22, 2020
PROJECT #17-0407-01
UNIVERSITY CITY, MO

CONCEPT WAREHOUSE ELEVATIONS





MG2

OCTOBER 22, 2020
PROJECT #17-0407-01
UNIVERSITY CITY, MO

ENTRY CANOPY PERSPECTIVE

COSTCO
WHOLESALE



MG2

OCTOBER 22, 2020
PROJECT #17-0407-01
UNIVERSITY CITY, MO

SOUTHEAST PERSPECTIVE

COSTCO
WHOLESALE

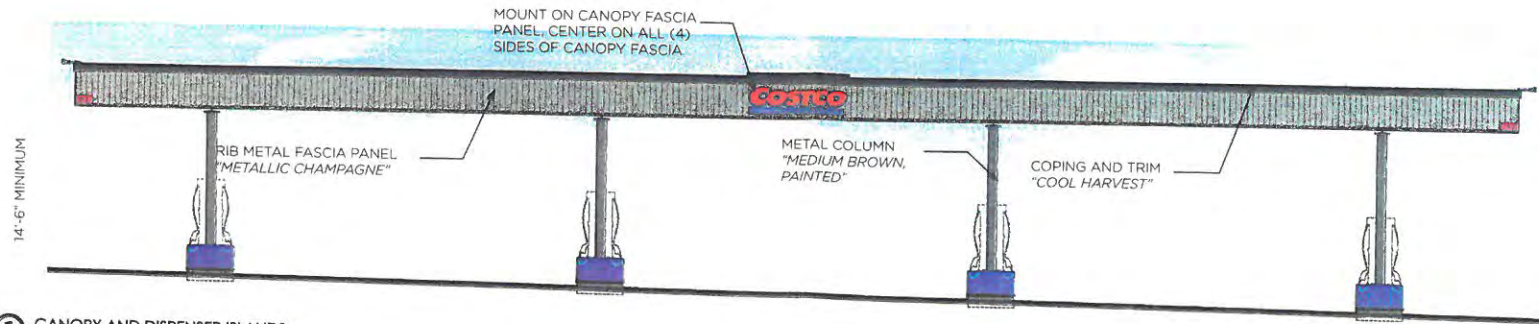


MG2

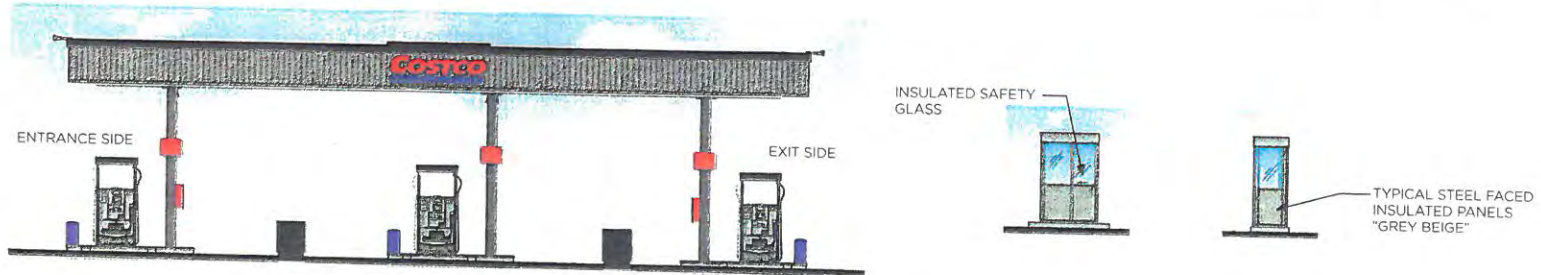
OCTOBER 22, 2020
PROJECT #17-0407-01
UNIVERSITY CITY, MO

NORTHWEST PERSPECTIVE

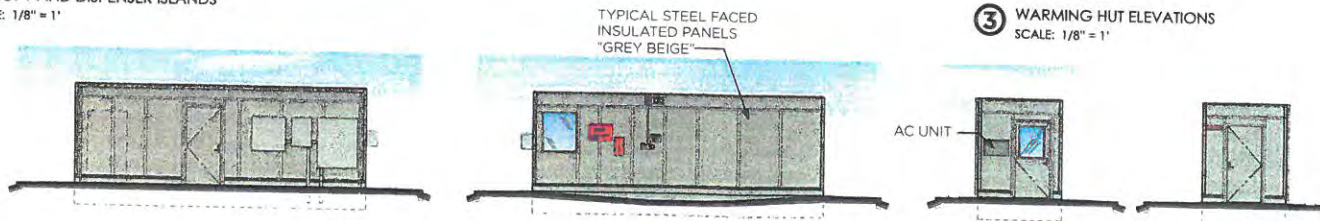
Costco
WHOLESALE



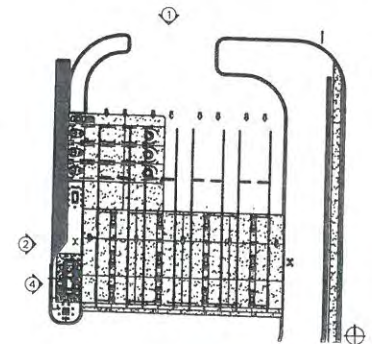
① CANOPY AND DISPENSER ISLANDS
SCALE: 1/8" = 1'



② CANOPY AND DISPENSER ISLANDS
SCALE: 1/8" = 1'



④ CONTROLLER ENCLOSURE W/ RESTROOM EXTERIOR ELEVATIONS
SCALE: 1/8" = 1'



MG2

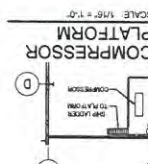
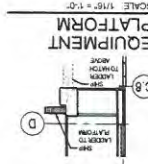
NOVEMBER 25, 2019
PROJECT #17-0407-01
UNIVERSITY CITY, MO

CONCEPT FUEL ELEVATIONS

Costco
WHOLESALE

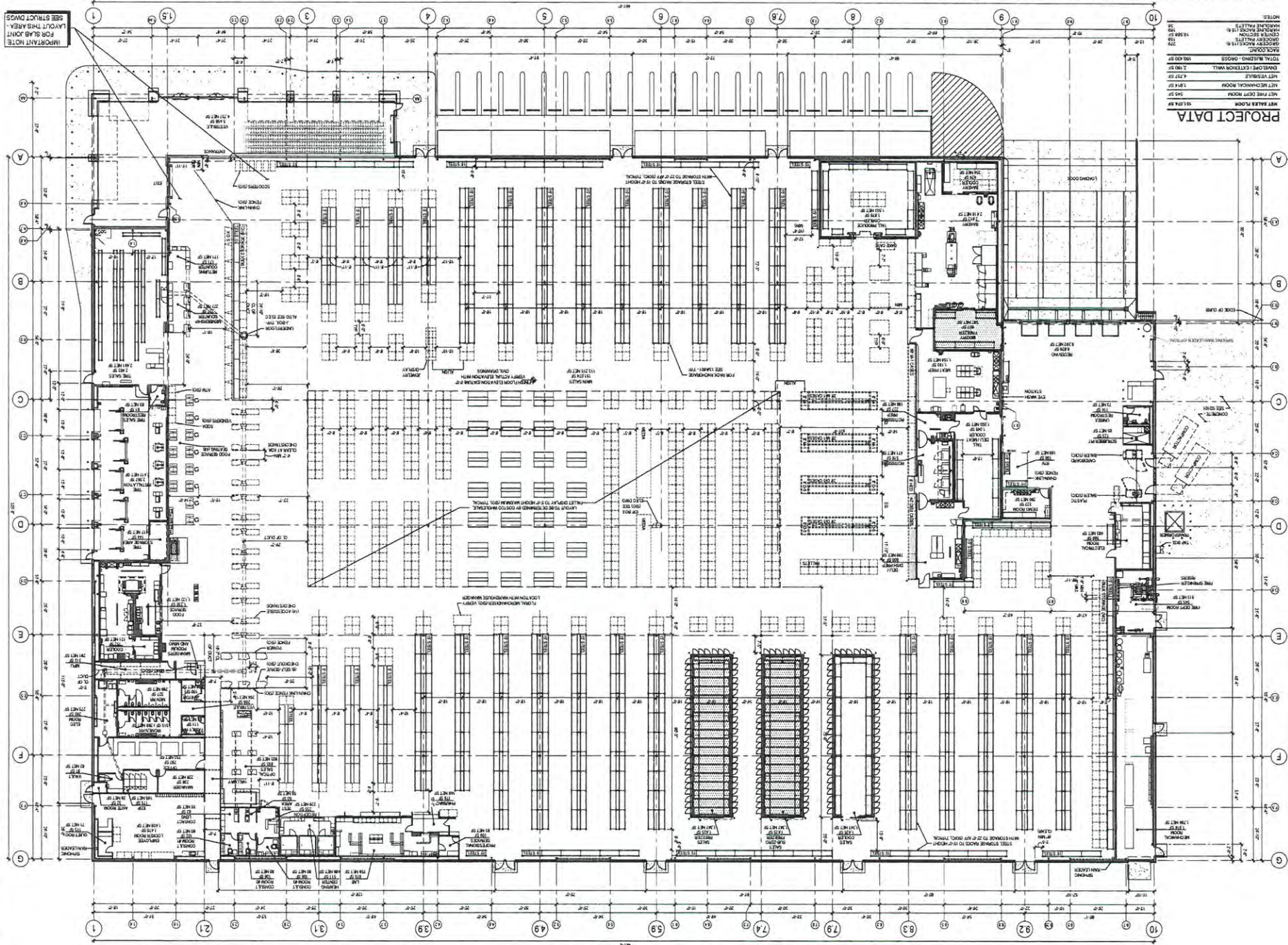
CONCEPT FLOOR PLAN

DD21-04
CONCEPT
FLOOR PLAN
OCTOBER 20, 2020



DATE	REGIONAL VP
DATE	SENIOR VP
DATE	EXECUTIVE VP
DATE	PRESIDENT

APPROVED BY:



OWNER:
COSTCO WHOLESALE
888 LAKE DRIVE
ISSAQUAH, WASHINGTON 98027
(425) 313-8100

ENGINEER:
CIVIL & ENVIRONMENTAL
CONSULTANTS, INC.
3000 LITTLE HILLS EXPWY, SUITE 102
CONTACT: DAN R. KOZIATEK, P.E.
(314) 558-4558
(314) 558-4558 (direct)
drc@cecinc.com

ARCHITECT:
MG2
1101 SECOND AVENUE, SUITE 100
SEATTLE, WASHINGTON 98101
CONTACT: RISA YUKI
(206) 963-6300
(206) 963-6330 (direct)
Risa.Yuki@MG2.com

CONSTRUCTION DRAWINGS

COSTCO WHOLESALE DEVELOPMENT

MARKET AT OLIVE

UNIVERSITY CITY, MISSOURI

VICINITY MAP

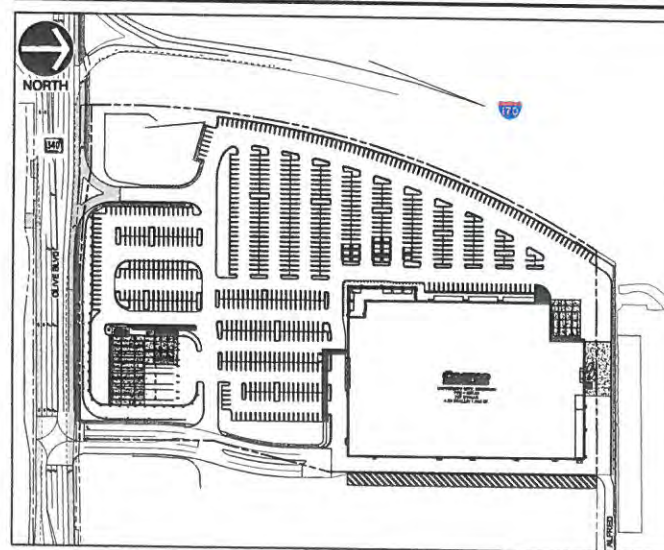


REGIONAL MAP



PROJECT DATA		
CLIENT:	COSTCO WHOLESALE	
PROJECT ADDRESS:	888 LAKE DRIVE ISSAQUAH, WA 98027	
SITE DATA:	SVC OF INTERSTATE 190 & OLIVE IN VS. UNIVERSITY CITY, MO	
TOTAL SITE AREA:	19.08 ACRES (132,388 SF)	
JURISDICTION:	CITY OF UNIVERSITY CITY	
ZONING:	TBD	
BUILDING DATA:		
TOTAL BUILDING FOOTPRINT AREA:	181,205 SF	
INCLUDES:		
WAREHOUSE MAIN LEVEL:	158,205 SF	
SHOULDER CANOPY:	8,195 SF	
SETBACKS:	REQUIRED	ACTUAL
FRONT:	TBD	TBD
SIDE:	TBD	TBD
REAR:	TBD	TBD
PARKING DATA:		
TOTAL PARKING:	727 STALLS	
INCLUDES:		
MAIN LEVEL PARKING PROVIDED:	710 STALLS	
ACCESSIBLE STALLS:	17 STALLS	
NUMBER OF STALLS PER 1000 SF OF BUILDING AREA:	4.81 STALLS	
FLOOD:		
INFO:	MAP PANEL NUMBERED EFFECTIVE DATE OF SURVEY LIES WITHIN ZONE X	
NOTES:	EXISTING CONDITIONS TO BE FIELD VERIFIED.	

SITE MAP



SHEET LIST		
NO.	NAME	TITLE
01	C000	COVER
02	C200	SITE LAYOUT PLAN
03	C300	GRADING PLAN
04	C500	UTILITY PLAN

UTILITY CONTACTS:

SANITARY & STORM SEWER
METROPOLITAN ST. LOUIS SEWER DIST.
2200 MARKET STREET
ST. LOUIS, MO 63103
CONTACT: TBD
PHONE:
EMAIL:

WATER
MISSOURI AMERICAN WATER
777 GRAND ROAD
LOUIS, MO 63141
CONTACT: GINA BATES, P.E.
PHONE: (314) 885-3485
EMAIL: gina.bates@amwater.com

ELECTRIC SERVICE
AMERICAN MISSOURI
8400 N. HANLEY RD
BERKELEY, MO 63134
CONTACT: TBD
PHONE:
EMAIL:

GAS SERVICE
SPRIG GAS
6000 ORANHAM RD.
ST. LOUIS, MO 63134
CONTACT:
CELL:
EMAIL:

TELEPHONE
AT&T
402 N 3rd STREET
ST. CHARLES, MO 63301
CONTACT: TBD
PHONE:
CELL:
EMAIL:

CABLE
SPECTRUM
815 CHARTER COMMONS
TOWN & COUNTRY, MO 63017
CONTACT: TBD
PHONE:
EMAIL:

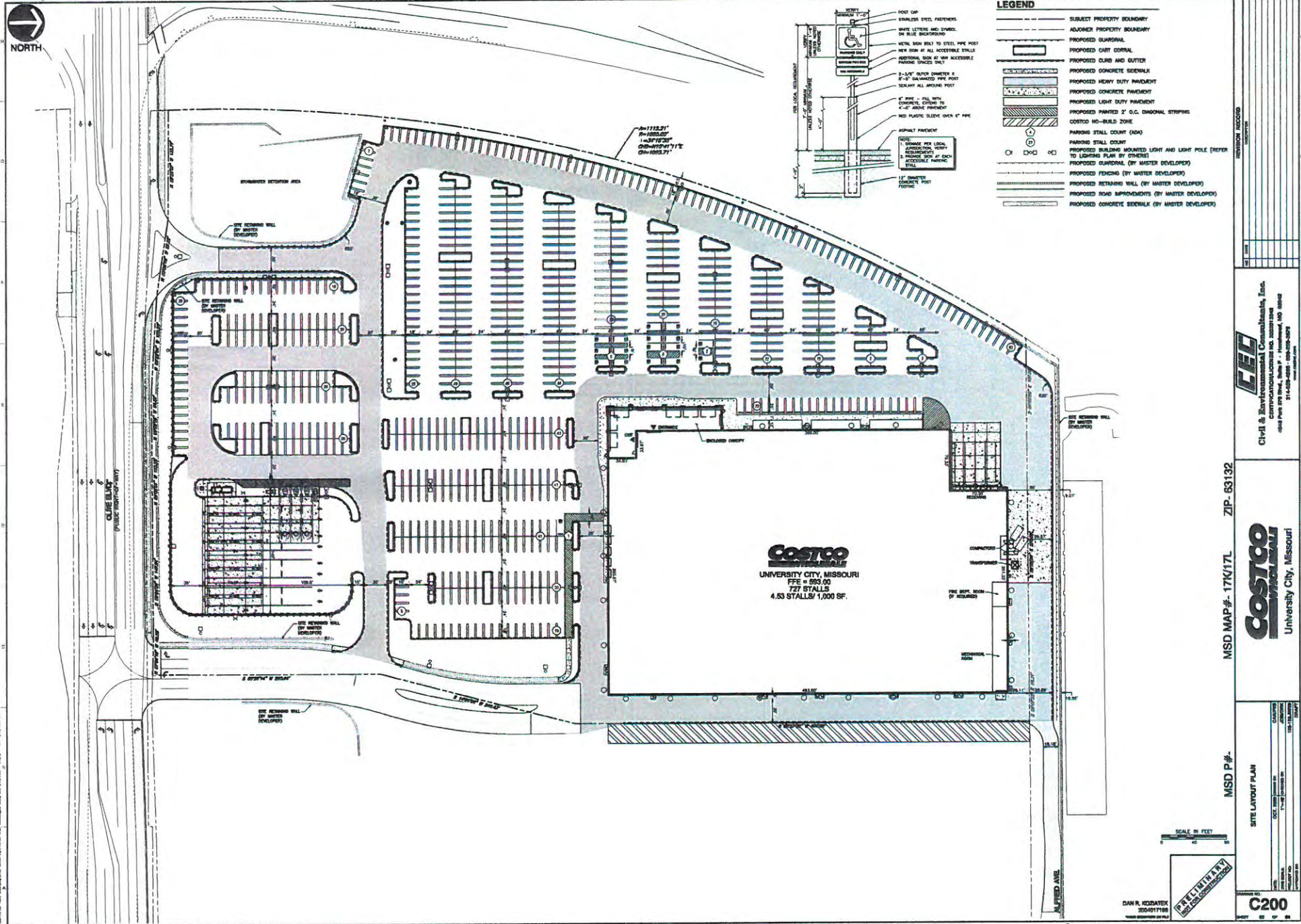
FIRE PROTECTION
UNIVERSITY CITY FIRE DEPT.
8501 DELMAR BLVD.
UNIVERSITY CITY, MO 63130
CONTACT: TBD
PHONE: (314) 547-3111
EMAIL:

CEC
Civil & Environmental Consultants, Inc.
CORPORATE CENTER, SUITE 200
4848 PINE ST. ST. LOUIS, MO 63108
314-558-4558

Costco Wholesale
University City, Missouri

COVER

C000



Costco
UNIVERSITY CITY, MISSOURI
PFE = 593.00
727 STALLS
4.53 STALLS/1,000 SF.

- LEGEND**
- SUBJECT PROPERTY BOUNDARY
 - ADJACENT PROPERTY BOUNDARY
 - PROPOSED DRIVEWAY
 - PROPOSED DRIVE CURB
 - PROPOSED DRIVE AND GUTTER
 - PROPOSED CONCRETE SIDEWALK
 - PROPOSED HEAVY DUTY PAVEMENT
 - PROPOSED CONCRETE PAVEMENT
 - PROPOSED LIGHT DUTY PAVEMENT
 - PROPOSED PAVED 2' O.C. DIAGONAL STRIPING
 - PROPOSED HO-BUILD ZONE
 - PARKING STALL COUNT (ADA)
 - PARKING STALL COUNT (ADA)
 - PROPOSED BUILDING MOUNTED LIGHT AND LIGHT POLE (REFER TO LIGHTING PLAN BY OTHERS)
 - PROPOSED DRIVEWAY (BY MASTER DEVELOPER)
 - PROPOSED FENCING (BY MASTER DEVELOPER)
 - PROPOSED RETAINING WALL (BY MASTER DEVELOPER)
 - PROPOSED ROAD IMPROVEMENTS (BY MASTER DEVELOPER)
 - PROPOSED CONCRETE SIDEWALK (BY MASTER DEVELOPER)

MSD MAP#-17K17L ZIP-63132

MSD P#-

SITE LAYOUT PLAN

DATE: 11/11/2011
SCALE: 1"=100'-0"

C200

CEC
Civil & Environmental Consultants, Inc.
1111 S. Main St., Suite 100
St. Louis, MO 63102
314-588-0001

Costco
Wholesale
University City, Missouri

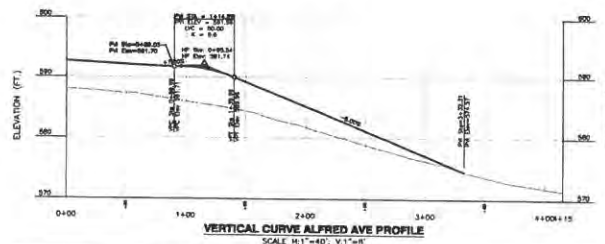


NORTH

LEGEND

- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING STORM SEWER
- EXISTING INDEX (MAJOR) CONTOUR
- EXISTING INTERMEDIATE (MINOR) CONTOUR
- PROPOSED GUARDRAIL
- PROPOSED CART CORRAL
- PROPOSED CURB AND GUTTER
- PROPOSED CONCRETE SIDEWALK
- PROPOSED HEAVY DUTY PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED LIGHT DUTY PAVEMENT
- PROPOSED PAINTED 2" O.C. DIAGONAL STRIPING
- COSTCO NO-BUILD ZONE
- PROPOSED INDEX (MAJOR) CONTOUR
- PROPOSED INTERMEDIATE (MINOR) CONTOUR
- PROPOSED LIMITS OF GRADING
- EXISTING INDEX (MAJOR) CONTOUR (BY MASTER DEVELOPER)
- EXISTING INTERMEDIATE (MINOR) CONTOUR (BY MASTER DEVELOPER)
- PROPOSED SANITARY SEWER (BY MASTER DEVELOPER)
- PROPOSED SANITARY MANHOLE (BY MASTER DEVELOPER)
- PROPOSED SANITARY CLEANOUT (BY MASTER DEVELOPER)
- PROPOSED WATER LINE (BY MASTER DEVELOPER)
- PROPOSED FIRE HYDRANT (BY MASTER DEVELOPER)
- PROPOSED WATER VALVE (BY MASTER DEVELOPER)
- PROPOSED GAS LINE (BY MASTER DEVELOPER)
- PROPOSED UNDERGROUND ELECTRIC (BY MASTER DEVELOPER)
- PROPOSED TELEPHONE LINE (BY MASTER DEVELOPER)
- PROPOSED OVERHEAD ELECTRIC (BY MASTER DEVELOPER)
- PROPOSED UTILITY POLE (BY MASTER DEVELOPER)
- PROPOSED GUARDRAIL (BY MASTER DEVELOPER)
- PROPOSED FENCING (BY MASTER DEVELOPER)
- PROPOSED RETAINING WALL (BY MASTER DEVELOPER)
- PROPOSED ROAD APPROXIMATIONS (BY MASTER DEVELOPER)
- PROPOSED CONCRETE SIDEWALK (BY MASTER DEVELOPER)
- PROPOSED STORM SEWER
- PROPOSED STORM SEWER (BY MASTER DEVELOPER)
- PROPOSED ROOFDRAIN
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE
- PROPOSED STORM CLEANOUT
- PROPOSED STORM WATER BASIN (BY MASTER DEVELOPER)

Costco
UNIVERSITY CITY, MISSOURI
FTE = 593.00
727 STALLS
4.53 STALLS/1,000 SF.



DAN R. KODATSKY
REGISTERED PROFESSIONAL ENGINEER
NO. 0000000000

MSD MAP# - 17K/17L ZIP - 63132

MSD P# -

GRADING PLAN

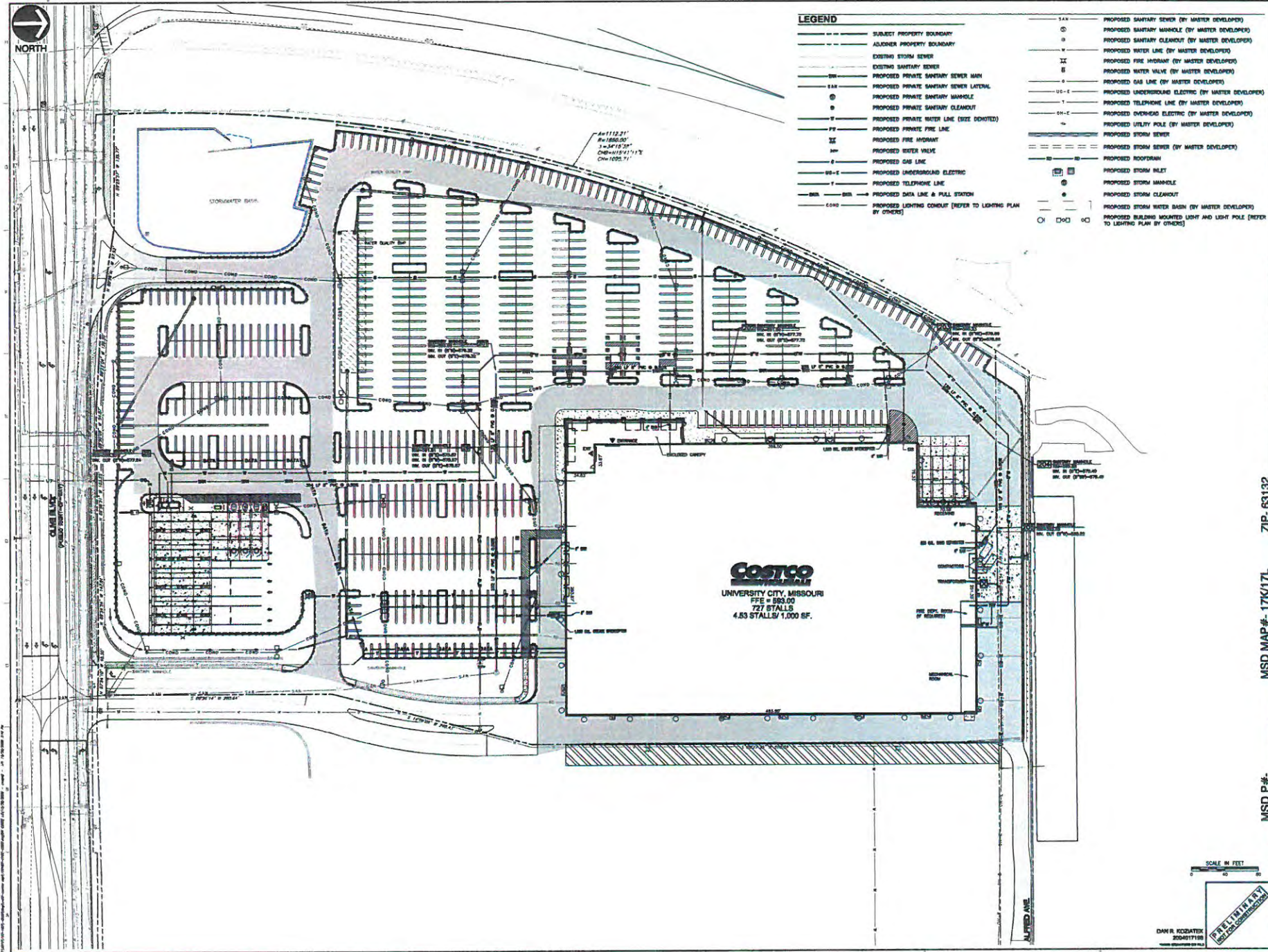
DATE	BY	CHKD	APP'D
08/11/2011	DAN R. KODATSKY	DAN R. KODATSKY	DAN R. KODATSKY
08/11/2011	DAN R. KODATSKY	DAN R. KODATSKY	DAN R. KODATSKY

C300



Civil & Environmental Consultants, Inc.
CORPORATE OFFICE
4848 Park 218 Blvd., Suite P - Hannibal, MO 65544
TEL: 573-585-5474
FAX: 573-585-5475

Costco
UNIVERSITY CITY, MISSOURI



LEGEND

- | | | | |
|-----|--|-----|---|
| --- | SUBJECT PROPERTY BOUNDARY | --- | PROPOSED SANITARY SEWER (BY MASTER DEVELOPER) |
| --- | ADJACENT PROPERTY BOUNDARY | --- | PROPOSED SANITARY MANHOLE (BY MASTER DEVELOPER) |
| --- | EXISTING STORM SEWER | --- | PROPOSED SANITARY CLEANOUT (BY MASTER DEVELOPER) |
| --- | EXISTING SANITARY SEWER | --- | PROPOSED WATER LINE (BY MASTER DEVELOPER) |
| --- | PROPOSED PRIVATE SANITARY SEWER MAIN | --- | PROPOSED FIRE HYDRANT (BY MASTER DEVELOPER) |
| --- | PROPOSED PRIVATE SANITARY SEWER LATERAL | --- | PROPOSED WATER VALVE (BY MASTER DEVELOPER) |
| --- | PROPOSED PRIVATE SANITARY MANHOLE | --- | PROPOSED GAS LINE (BY MASTER DEVELOPER) |
| --- | PROPOSED PRIVATE SANITARY CLEANOUT | --- | PROPOSED UNDERGROUND ELECTRIC (BY MASTER DEVELOPER) |
| --- | PROPOSED PRIVATE WATER LINE (SIZE DOTTED) | --- | PROPOSED TELEPHONE LINE (BY MASTER DEVELOPER) |
| --- | PROPOSED PRIVATE FIRE LINE | --- | PROPOSED OVERHEAD ELECTRIC (BY MASTER DEVELOPER) |
| --- | PROPOSED FIRE HYDRANT | --- | PROPOSED UTILITY POLE (BY MASTER DEVELOPER) |
| --- | PROPOSED WATER VALVE | --- | PROPOSED STORM SEWER |
| --- | PROPOSED GAS LINE | --- | PROPOSED STORM SEWER (BY MASTER DEVELOPER) |
| --- | PROPOSED UNDERGROUND ELECTRIC | --- | PROPOSED ROOFDRAIN |
| --- | PROPOSED TELEPHONE LINE | --- | PROPOSED STORM RILET |
| --- | PROPOSED DATA LINE & PULL STATION | --- | PROPOSED STORM MANHOLE |
| --- | PROPOSED LIGHTING CONDUIT (REFER TO LIGHTING PLAN BY OTHERS) | --- | PROPOSED STORM CLEANOUT |
| | | --- | PROPOSED STORM WATER BASIN (BY MASTER DEVELOPER) |
| | | --- | PROPOSED BUILDING MOUNTED LIGHT AND LIGHT POLE (REFER TO LIGHTING PLAN BY OTHERS) |

MSD MAP # 17K/17L ZIP 63132

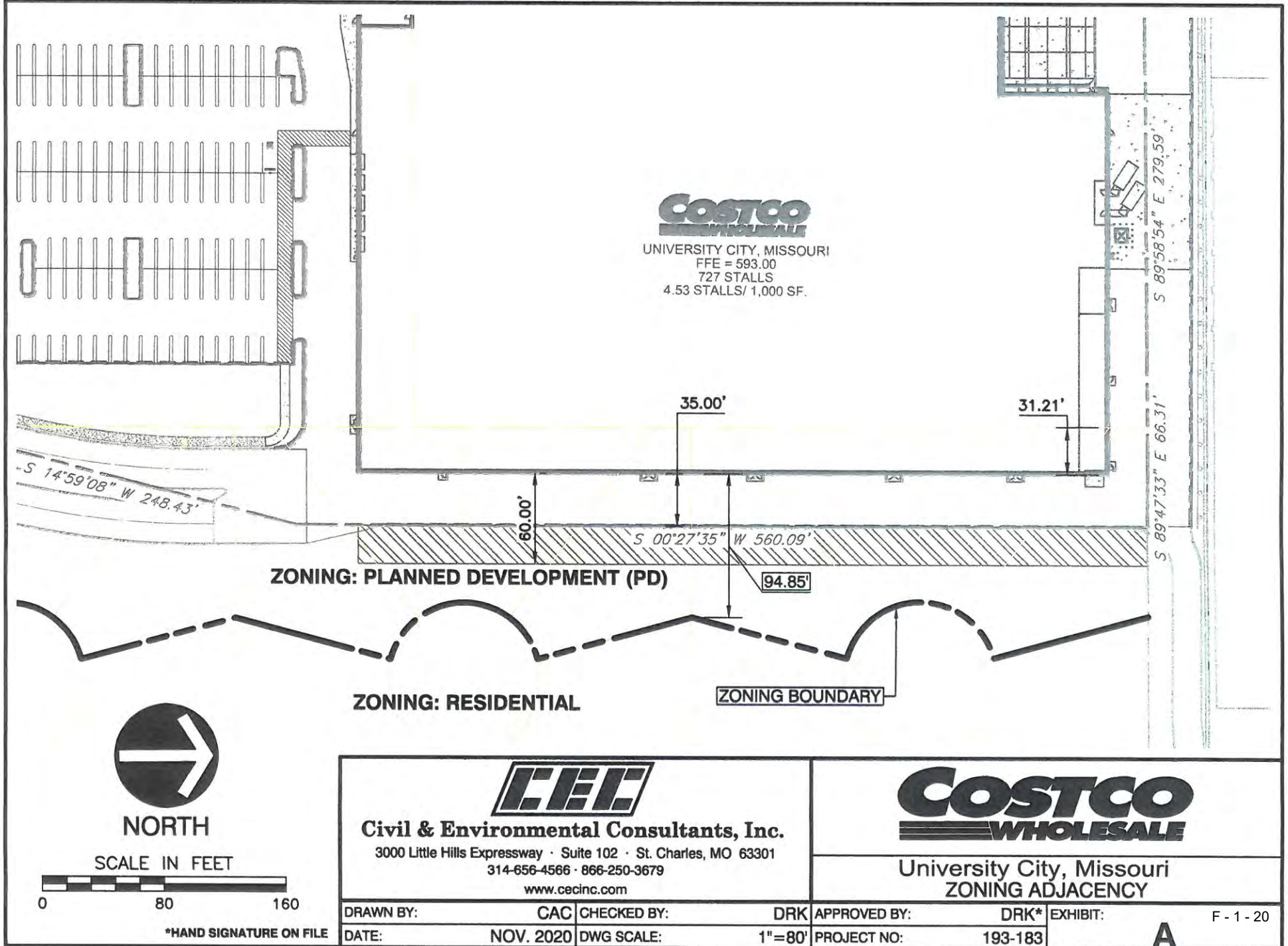
MSD P #

UTILITY PLAN

C500

Costco
UNIVERSITY CITY, MISSOURI

City & Township of University City, Missouri
2700 Park 2700 Blvd, Suite 100
St. Louis, MO 63114
314-433-4333





Council Agenda Item Cover

MEETING DATE: March 15, 2021

AGENDA ITEM TITLE: Final Plan Approval – Adoption of an Ordinance to approve the Final Plan Concept for the proposed Costco Development.

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : No

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

BACKGROUND REVIEW:

The Plan Commission recommended approval of the proposed Preliminary Plan concept at their December 3, 2020 meeting by a unanimous 7-0 vote. They further approved the Final Plan at their March 10, 2021 meeting by a unanimous 6-0 vote. City Council is also considering a proposed map amendment to rezone the property to the PD-C district. This agenda item requires consideration of an ordinance approving the final plan concept at City Council. The first reading and introduction of the bill should take place on March 15, 2021. The second and third readings, along with the passage of the ordinance, is expected to occur at the subsequent March 22, 2021 meeting.

RECOMMENDATION:

City Manager concurs with the Planning Commission's recommendation.

Attachments:

- 1: Transmittal Letter from Plan Commission
2. Staff Report
2. Ordinance & Final Plan



Plan Commission

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

March 10, 2021

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

RE: Final Plan Approval – Costco Development (PC 21-06)

Dear Ms. Reese,

At a scheduled meeting on March 10, 2021 at 6:00 pm via videoconference, the Plan Commission considered an application by University City & Novus Companies to approve an ordinance for “Final Plan” approval of the proposed Costco RPA #1 development.

By a vote of 6 to 0, the Plan Commission recommended approval of said ordinance to approve the University City & Novus Companies “Final Plan” for the proposed Costco RPA #1 development.

Sincerely,

Margaret Holly, Chairperson
University City Plan Commission



Department of Community Development

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

STAFF REPORT

(City Council)

MEETING DATE: March 15, 2021

FILE NUMBER: PC 21-06

COUNCIL DISTRICT: 3

Applicant: University City / Novus Companies

Location: Proposed Costco Site

Request: Final Development Plan approval

Existing Zoning: Public Activity (PA), Industrial Commercial (IC)

Proposed Zoning: PD-C Planned Development-Commercial Use District

Existing Land Use: Commercial, Institutional, Industrial

Proposed Land Use: Retail Commercial

Surrounding Zoning and Land Use

North:	Industrial Commercial (IC)	Industrial / Utility
East:	Single-Family Residential (SR)	Single-Family
	General Commercial (GC)	Commercial
South:	High Density Residential (HR)	Multi-Family
	Industrial Commercial (IC)	Commercial
West:	Public Activity (PA)	I-170

COMPREHENSIVE PLAN CONFORMANCE

☒ Yes ☐ No ☐ No reference

PLAN COMMISSION RECOMMENDATION

☐ Approval ☒ Approval with Conditions ☐ Denial

ATTACHMENTS

A. Final Development Plan

Existing Property

St. Louis County Locator ID's: 17L640445, 16K110915, 16K110971, 17K430885, 17K430269, 17K430270, 17K430874, 16K110388, 16K110322, 16K110234, 16K110179, 16K110092, 16K110014, 17K430731, 17K430654, 17K430588, 17K430500, 17K430423, 17K430346 & 17K430236. The subject property for the Costco site is 16.06 acres

Background

The proposed development is incorporated within Redevelopment Project Area 1 that was approved in June 2019 as part of the "Market At Olive" site plan concept. To move forward the underlying zoning and plan approval must be completed to obtain the applicable permits for construction. As a result, Costco has entered into an agreement to purchase from the Seller who is the owner of, contract purchaser of, or who has the power to acquire through condemnation/arbitration. Based upon those circumstances staff is presenting the proposed final plan to the Plan Commission seeking their recommendation for Final Plan approval.

Applicant's Request

The applicant is requesting that the final plan be approved to allow for the applicant to move forward with the appropriate permits. Costco is proposing the demolition, of the entire project area, and the construction of a new 160,430 square foot free-standing facility, a fueling facility, 727 parking stalls and associated landscaping.

Surrounding Zoning and Land Use

The subject property is located on the side of Olive Boulevard at the intersection of Olive and 170. The properties surrounding the development consist of a mix of commercial, institutional, industrial and residential uses. Specifically, to the east there are single-family residences, places of worship and commercial service uses. To the south, across Olive, there multi-family residential and commercial uses. North of the property is a commercial service facility and to the west is 170.

Proposed Land Use (PLU) Designations, per Map 23 of the 2005 Comprehensive Plan, identify the subject property as having Institution, Industrial and Mixed-Use Transit designations. The property to the north has an Industrial designation while the properties to the east have a combination of single-family and Commercial designations. No designations are identified to the west.

Analysis

Zoning

The purpose of "PD" Planned Development Districts, as set forth in Section 400.720, of the Zoning Code, is "to provide a means of achieving greater flexibility in development of land in a manner not always possible in conventional zoning districts; to encourage a more imaginative and innovative design of projects; to promote a more desirable community environment; and to retain maximum control over both the design and future operation of the development." The Code further states, "The city council, upon review by the plan commission, may, by an ordinance adopted in the same manner as a rezoning is approved, authorize a planned development district when the proposed development or use of a specific tract of land or area warrants greater flexibility, control and density than is afforded under the general regulations of standard zoning districts."

It is important to note that the purpose for allowing flexibility through Planned Developments is to create developments that adapt better to site conditions and the relation to surrounding properties otherwise not possible under traditional district regulations, thus resulting in developments that are more compatible and consistent with surrounding neighborhoods.

The relationship of planned development districts to the zoning map is set forth in Section 400.730 of the Zoning Code, which states in paragraph 1, "The "PD" designation, as detailed in this section, is a separate use district and may be attached to a parcel of land through the process of rezoning and zoning map amendment." However, in addition to the rezoning of a parcel of land, development plan approval is required. Section 400.730, paragraph 2 states, "It is the intent of this chapter that no development or redevelopment of the property encompassed by the "PD" designation take place until an acceptable development plan has been reviewed and approved in conformance with the requirements of this section, Article 14, "Amendments," of this chapter and applicable sections of Chapter 405, "Subdivision and Land Development Regulations," of the University City Municipal Code."

Uses

The proposed use can be accommodated under the proposed PD-C District Zoning. In staff's opinion, the proposed retail commercial use is appropriate for this site. It is located close to the intersection of Olive and 170. Furthermore, it is associated with a future Planned Development – Mixed Concept that will mitigate any future negative impact on existing residential uses surrounding the development.

Section 400.760 of the Zoning Code establishes the permitted/conditional uses within a "PD-C" District. The specific permitted land uses shall be established in the resolution adopted by the City Council governing the particular PD-C District. Specific uses may include those uses designated as permitted, accessory, or conditional uses in any of the "LC" – Limited Commercial District, "GC" – General Commercial District, and "CC" – Core Commercial District. The proposed uses comply with those set forth in the Zoning Code.

Minimum Site Size

The minimum site size for developments in any planned development district is one (1) acre. The Code states that the minimum site size may be waived by the City Council upon report by the Plan Commission; if it is determined that the uses proposed is desirable or necessary in relationship to the surrounding neighborhood; or, if the city council should determine such waiver to be in the general public interest. The subject site is situated in close proximity to other commercial uses. Thus, the proposal would be compatible with the existing pattern of development and existing surrounding uses. There is no need for a waiver based upon the site containing more than one (1) acre.

Density and Dimensional Regulations

Density and dimensional regulations for PD-C Planned Development-Mixed Use District developments are set forth in Section 400.780 of the Zoning Code and are to incorporate the regulations set forth in subsections dealing specifically with "PD-C" developments. Due to the subsection, only addressing PD-C developments, no resolution thereof shall be needed in the map amendment ordinance and/or the resolution approving the development plan. Section 400.780, of the Zoning Code, also states that the approval of a development plan may provide for exceptions from the regulations associated with traditional zoning districts as may be necessary to achieve the objectives of the proposed planned development.

Floor Area Ratio is not addressed in the "PD" Section of the Zoning Code. The Industrial Commercial (IC) and Public Activity (PA) Districts do not specify Floor Area Ratio's. Site coverage regulations state that total site coverage, by uses permitted in the "PD-C" or "PD-I" districts, shall be seventy (70) percent. Maximum site coverage may be increased up to ninety (90) percent if the development plan complies with four or more criteria from a list of eleven listed in the Zoning Code. Among the criteria listed, for granting an increase in site coverage, are resolving existing storm drainage problems and proposal of a development more than 5 acres in size. The site coverage for

traditional PD-C Developments is 70% and can qualify for up to 90% based upon meeting at least four performance criteria. Based upon the project, and the RPA1 project, the proposed plan appears to meet 1) a resolution off-site drainage problems, 2) a design principal that allows for shared access, 3) approval for a development that exceeds 5 acres or more and 4) a development that meets the criteria and performance standards of the Comprehensive Plan.

Building Setbacks and Buffers

Required building setbacks or buffers shall be as specifically established in the governing ordinances and resolutions for PD-C Developments on a case by case basis.

A perimeter buffer of fifty (50) feet is required when a PD-C or a PD-I development abuts a residential district. It is noted that the subject property does abut a residential district to the east. The applicant has identified a proposed sixty (60) foot buffer from the abutting residential zoning district. Furthermore, the abutting residential zoning district is expected to be incorporated into the final Planned Development Mixed-Use Concept and replaced by commercial development. A resolution to any buffer reduction would have to be completed prior to final plan approval.

If the applicable setback was contingent upon the current underlying Public Activity (PA) and Industrial Commercial (IC) districts then the setbacks would be based upon Sections 400.640, Subsection B and 400.700 of the zoning code. Therefore, if applicable, the required the most restrictive yard setbacks would be 15 & 35 feet from the applicable right-of-way (ROW) line and 25 feet from residentially zoned districts.

Building Height

The proposed building is a single-story structure above grade and approximately 32 feet in height. It is noted, that within the current underlying Public Activity (PA) District and Industrial Commercial (IC) District, buildings have a maximum height of 35 feet. However, buildings can be approved for up to 100 feet upon the issuance of a Conditional Use Permit. The permitted ratio is required 1-foot setback for every two feet of increased height. In evaluating, the site plan for the proposed development the building is under the maximum height of 35 feet and will not require any future action.

Landscaping/Screening

The Preliminary Development Plan shows the areas of open space being along the landscape buffers, of the property. Landscaping is proposed within the boundaries of the subject property and throughout the parking area. Staff will require an acceptable detailed landscape plan during the land disturbance review process. Staff would also require a detailed landscape plan prior to final plan approval.

Vehicular Access/Circulation

Vehicular access serving the development is provided by two grade access points which include a signalized and a right in right out locations along Olive Boulevard. There will also be service access along Alfred Avenue. Parking will be located within the development and landscaped to reduce public view. There will be 727 total on-site parking spaces.

Sidewalks

At the location, of the proposed development, it is staff's opinion that promoting a pedestrian-friendly and walkable environment is of the utmost importance.

Parking

Under the PD – Planned Development District regulations, relief from conventional zoning standards may be provided when the proposed development warrants greater flexibility than afforded under the general regulations. The preliminary development plan shows a total of 727 off street parking spaces.

Based upon an approximate warehouse space of 155,083 square feet, 6120 square feet canopy area and 2 spaces for the gas station component the total required parking would be approximately 808 spaces. The development is located within 500 feet of a transit stop and therefore allowed for a 10% exception in accordance to section 400.2130, Subsection E of the code. Based upon that exception, and the Gross Floor Area allocations, the total proposed parking would be in compliance with the parking requirements.

Building Design

No set building design is required per the current code, but the applicant has proposed an architectural design that can be locked in as part of the approval.

Sustainability

Additional sustainability measures are encouraged to be incorporated into the proposed development for environmental considerations. The applicant has provided a sustainable design narrative within the plan.

Comprehensive Plan

It is staff's opinion that the proposed commercial development, as shown on the Preliminary Development Plan submitted, is consistent with the goals and objectives of the University City Comprehensive Plan Update of 2005. Applicable sections from the Plan Update that support this opinion are included below:

Chapter 3, of the Comprehensive Plan Update of 2005, under Land Use and Redevelopment, as a general policy it states, *"The City will strongly support development(s) that promote desirable planning concepts such as neighborhood-serving, mixed uses and transit-oriented development and enhance the pedestrian character of the City."*

Conclusion/Recommendation

Based on the preceding considerations, Plan Commission recommend approval of the Final Development Plan based upon the following;

1. Site control must be in place prior to City Council approval.
2. Administratively approved Traffic Plans Prior to Construction
3. Approved Landscaping and Native Grasses
4. Lot Consolidation Completed

INTRODUCED BY:_____

DATE:_____

BILL NO.

ORDINANCE NO.

**AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR THE
PROPOSED COSTCO DEVELOPMENT LOCATED ON A TRACT OF LAND WITHIN
REDEVELOPMENT PROJECT AREA NO #1 KNOWN AS
“MARKET AT OLIVE”**

WHEREAS, the Preliminary Development Plan was approved by the City Council of University City on March 15, 2021 for a commercial development project known as “Costco” in a Planned Development – Commercial (PD-C) District in the City of University City, authorizing the submittal of a Final Development Plan; and

WHEREAS, on March 9, 2021, the Final Development Plan for said development, on behalf of Novus Development, was submitted for review and approval a Final Development Plan in the proposed Planned Development – Commercial Use Zoning District for the proposed development of the Costco site; and

WHEREAS, the review and approval of a Final Development Plan shall be in accordance with Section 400.870 “Final Development Plan Procedure” and Section 405.380 “Final Plat Submittal Requirements” of the University City Municipal Code with the adoption of an ordinance by City Council; and

WHEREAS, at its meeting on March 10, 2021, the University City Plan Commission considered and recommended to the City Council of University City approval of the Final Development Plan subject to a lot consolidation being completed, administrative approval of traffic plans, approved native grasses being utilized and site control being in place prior to City Council action.

WHEREAS, the Final Development Plan, including all required documents and information submitted therewith, is before the City Council for its consideration.

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

Section 1. Attached, marked “Exhibit A” and made a part hereof is a Final Development Plan submitted for the “Costco” development.

Section 2. It is hereby found and determined that the Final Development Plan is in full compliance with said Section 400.870 of the University City Municipal Code.

Section 3. The City Clerk is hereby directed to endorse, upon the Final Development Plan, the Final Plan approval of the City Council under the hand of the City Clerk and the seal of University City.

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

PASSED and ADOPTED this _____ day of _____, 2021.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

"Exhibit A"

PROJECT DATA

CLIENT: COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027

PROJECT ADDRESS: SWC OF INTERSTATE 170 & OLIVE BLVD.
UNIVERSITY CITY, MO

SITE DATA:

TOTAL SITE AREA: 16.08 ACRES (700,365 SF)

JURISDICTION: CITY OF UNIVERSITY CITY

BUILDING DATA:

TOTAL BUILDING FOOTPRINT AREA: 160,430 SF

INCLUDES:

NET SALES FLOOR	151,074 SF
NET MECHANICAL / FIRE	2,459 SF
NET VESIBULE	4,737 SF
BUILDING ENVELOPE	2,160 SF

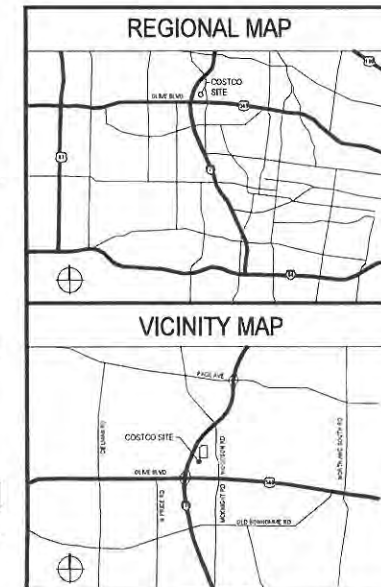
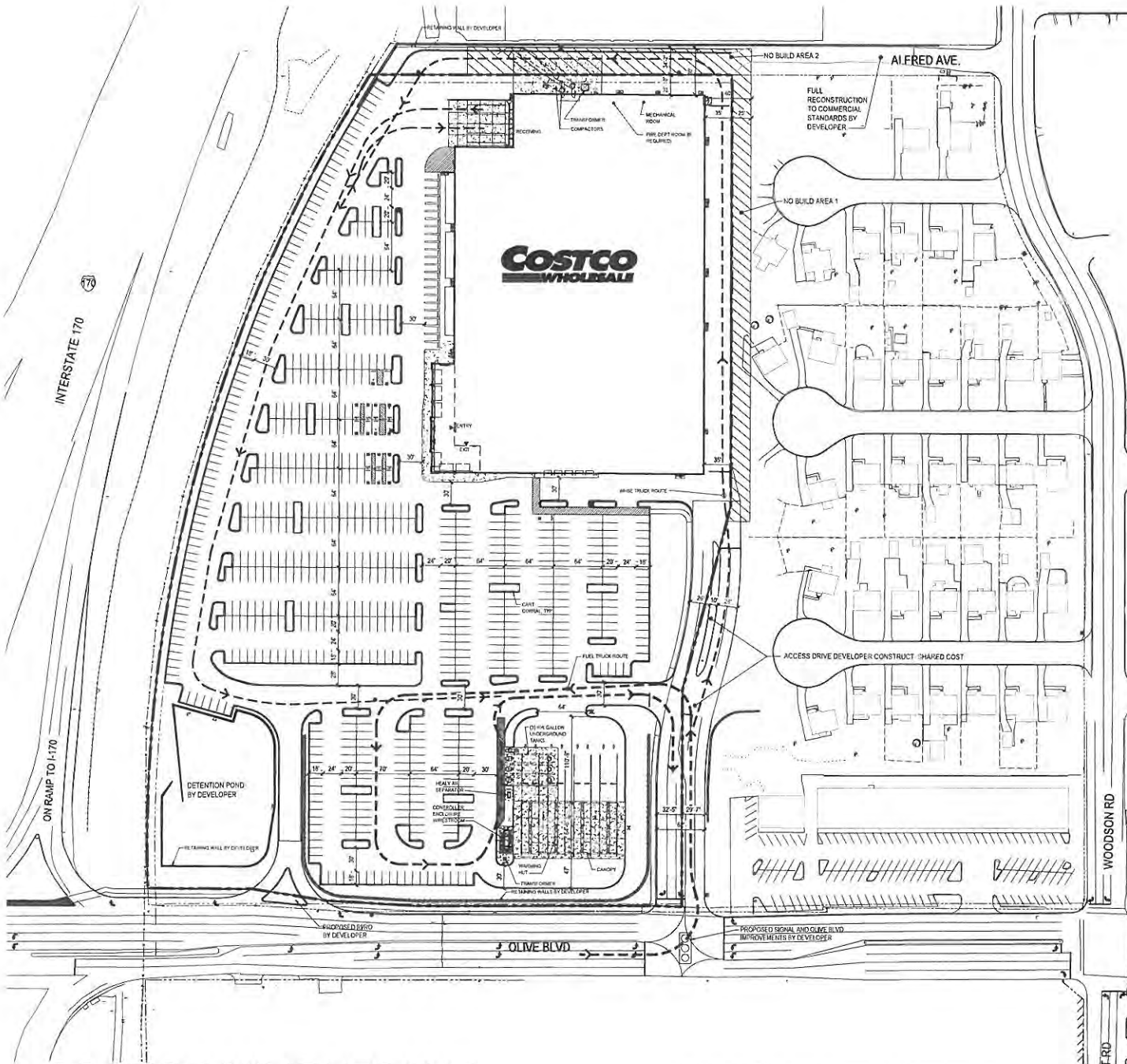
PARKING DATA:

TOTAL PARKING: 727 STALLS

INCLUDES:

MAIN LEVEL PARKING PROVIDED:	710 STALLS
10' WIDE STALLS	17 STALLS
ACCESSIBLE STALLS	

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.



COSTCO WHOLESALE
UNIVERSITY CITY, MO

MG2

OCTOBER 21, 2020

CONCEPT
SITE PLAN

DD11-11

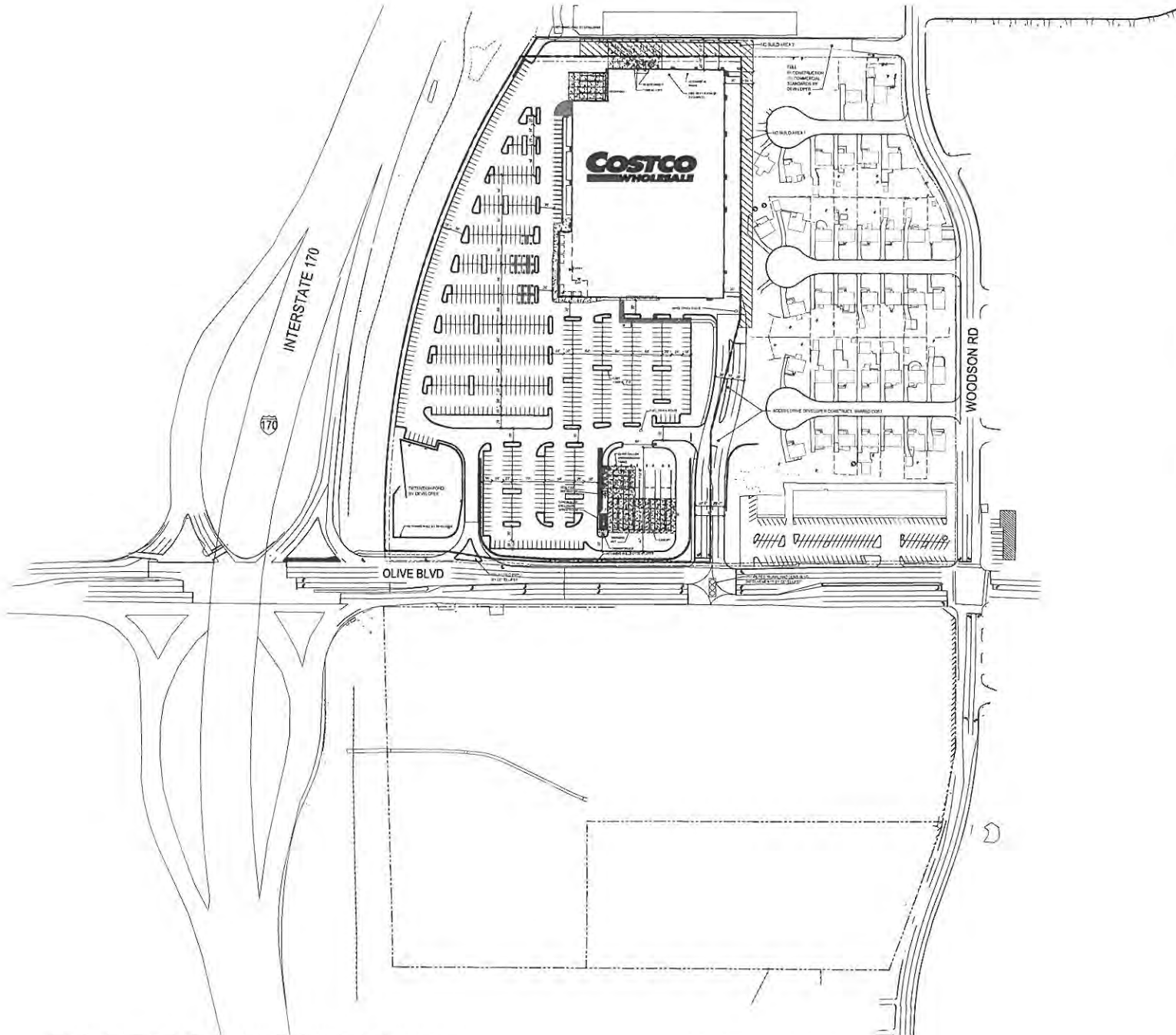
COSTCO WHOLESALE

UNIVERSITY CITY, MISSOURI

CONCEPT SITE PLAN (DEVELOPED)

OCTOBER 21, 2020

2-10



PROJECT DATA

CLIENT: COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027

PROJECT ADDRESS: SWC OF INTERSTATE 170 & OLIVE BLVD.
UNIVERSITY CITY, MO

SITE DATA:

TOTAL SITE AREA: 16.08 ACRES (700,365 SF)

JURISDICTION: CITY OF UNIVERSITY CITY

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⊙ 10' WIDE STALLS	710 STALLS
⊙ ACCESSIBLE STALLS	17 STALLS

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.

COSTCO WHOLESALE

UNIVERSITY CITY, MISSOURI

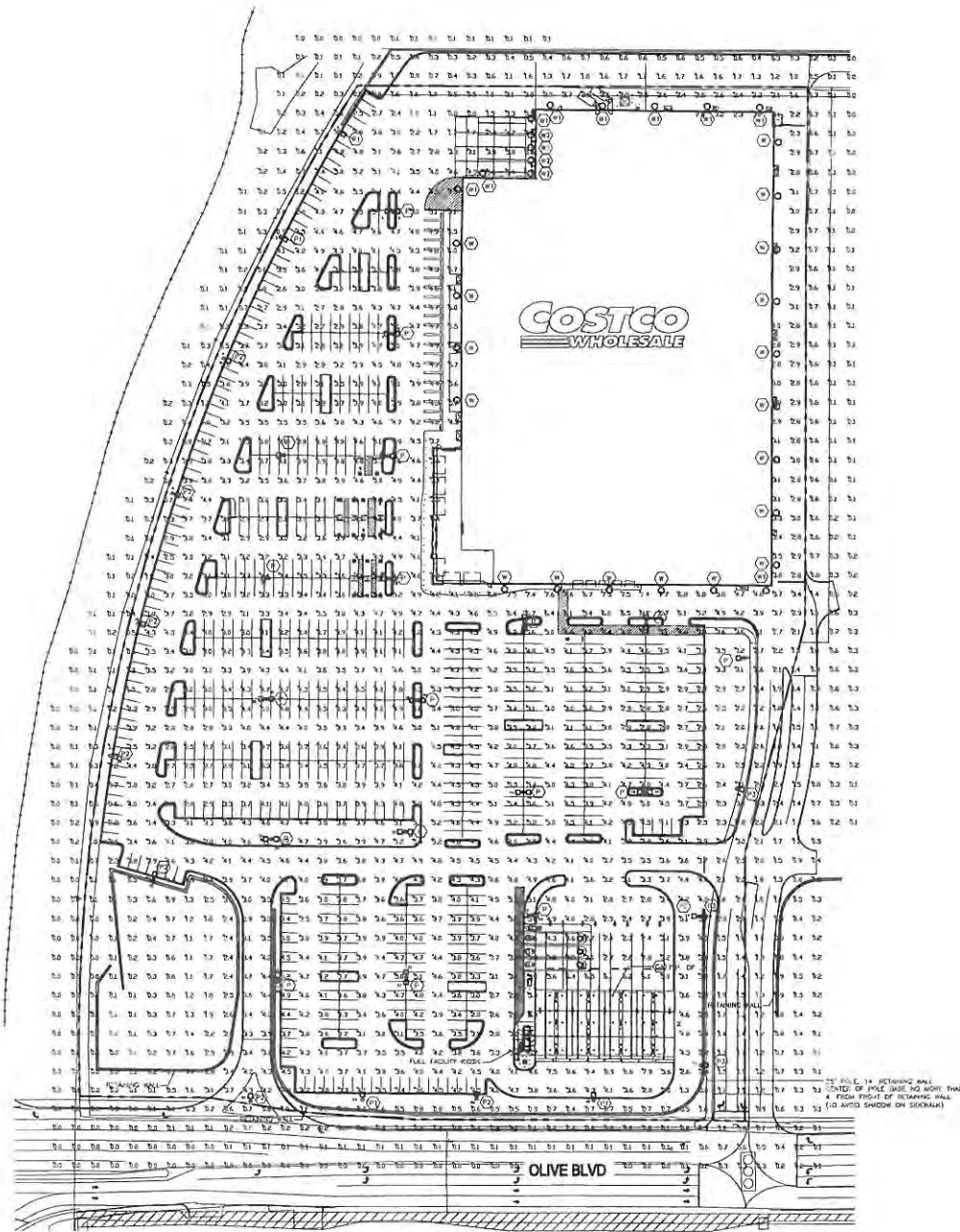
OVERALL SITE PLAN (DEVELOPED)

OCTOBER 21, 2020

COSTCO WHOLESALE
UNIVERSITY CITY, MO



OCTOBER 21, 2020
CONCEPT
OVERALL
SITE PLAN
DD12-11



SITE PHOTOMETRIC PLAN
SCALE: 1" = 40'-0"

FIXTURE DESCRIPTION

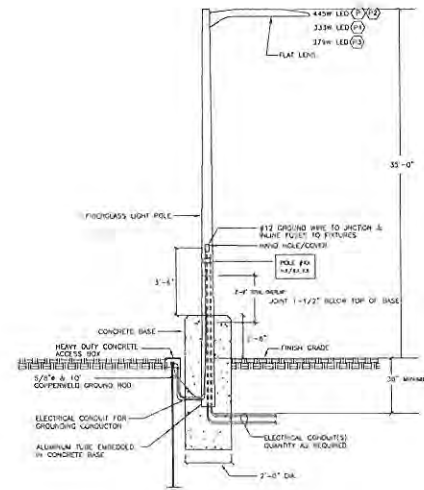
P	COOPER GALLEON QLED-N-6-LED-E1-DWG-02, 440W TYPE 2 DISTRIBUTION FRIEDGLASS POLE 30'-0" ABOVE GRADE, WITH 2'-6" BASE
W1	COOPER GALLEON QLED-N-6-LED-E1-DWG-02, 337W TYPE 3 DISTRIBUTION FRIEDGLASS POLE 30'-0" ABOVE GRADE, WITH 2'-6" BASE
W2	COOPER GALLEON QLED-N-6-LED-E1-DWG-02, 440W TYPE 4 DISTRIBUTION FRIEDGLASS POLE 30'-0" ABOVE GRADE, WITH 2'-6" BASE
W3	COOPER GALLEON QLED-N-6-LED-E1-DWG-02, 337W TYPE 4 DISTRIBUTION FRIEDGLASS POLE 30'-0" ABOVE GRADE, WITH 2'-6" BASE
A	LITHONIA DS8V2-LED-40K-30C-1000-12M, 100W LED, 20' MOUNTING HEIGHT
W1	LITHONIA DS8V2-LED-40K-30C-1000-12M, 100W LED, 20' MOUNTING HEIGHT
W2	LITHONIA DS8V2-LED-40K-30C-1000-12M, 100W LED, 20' MOUNTING HEIGHT
W3	LITHONIA DS8V2-LED-40K-30C-1000-12M, 100W LED, 20' MOUNTING HEIGHT
W4	30W LED SURFACE SYMMETRIC DOWN LIGHT, FLAT LENS, 18" MOUNTING HEIGHT



FUEL FACILITY -
LED (G1)
18" DIA.



TYPICAL WALL PACK DETAIL (W.W1, W2)
18" DIA.



POLE DETAIL
SCALE: 1/8" = 1'-0"

ISSUED FOR QA ONLY

DATE: 08/01/2023

PROJECT: DD PACKAGE

PROJECT: DD PACKAGE

PROJECT: DD PACKAGE

PROJECT: DD PACKAGE

PROJECT: DD PACKAGE

PROJECT: DD PACKAGE



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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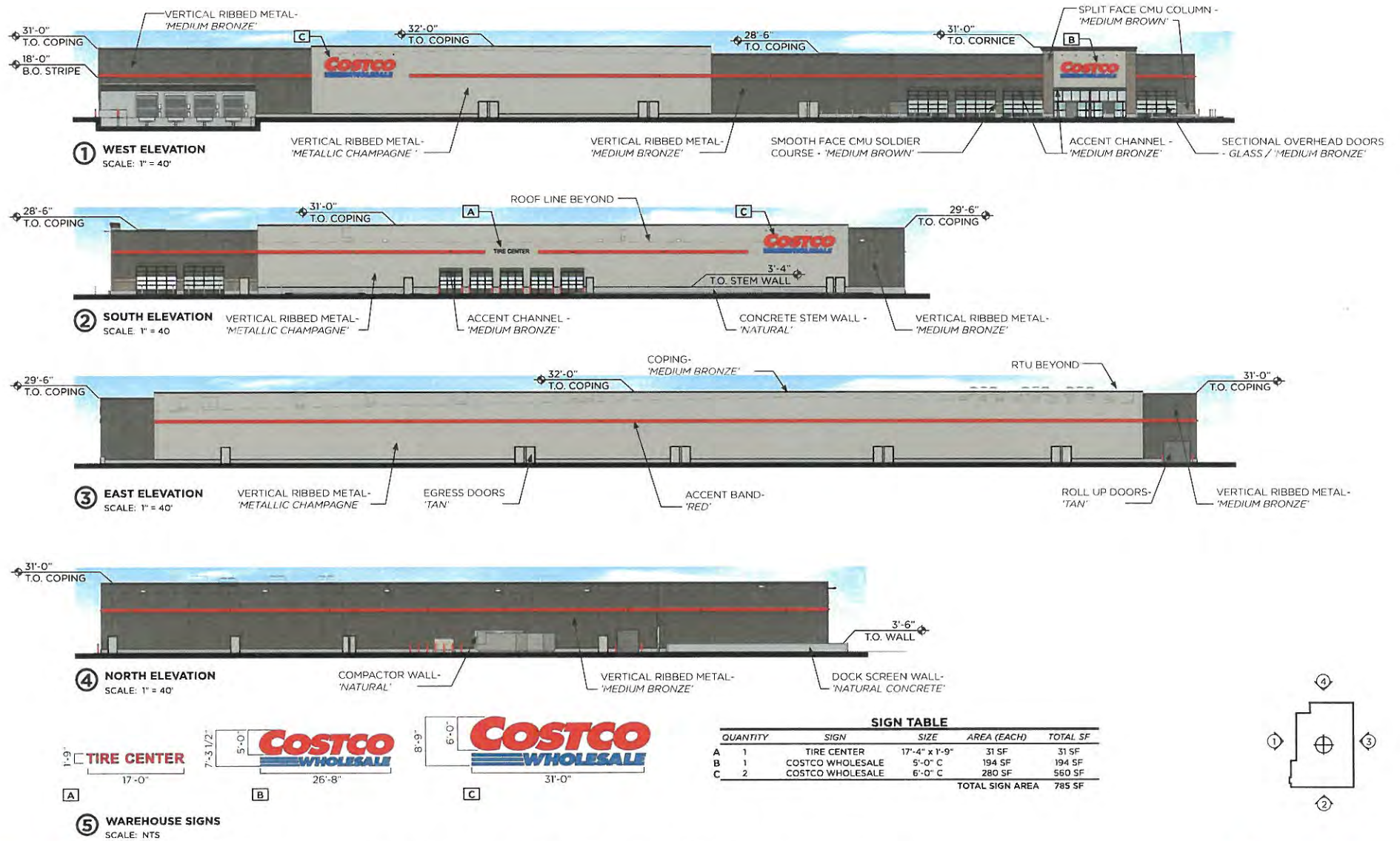
T.E., Inc.
830 N. RIVERSIDE DRIVE
BENTON, WA 99007
PHONE: 509-737-3755
FAX: 509-737-3755



DD PACKAGE
UNIVERSITY CITY, MO



SE-1





MG2

OCTOBER 22, 2020
PROJECT #17-0407-01
UNIVERSITY CITY, MO

ENTRY CANOPY PERSPECTIVE

COSTCO
WHOLESALE



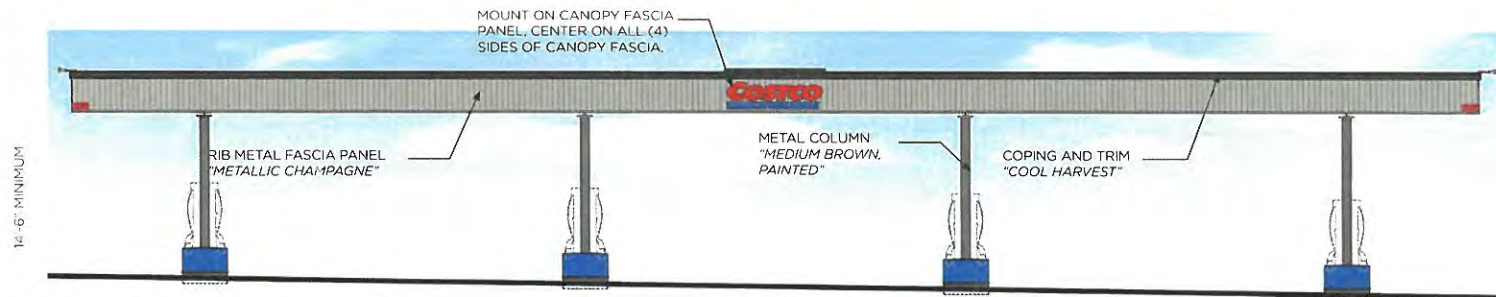


MG2

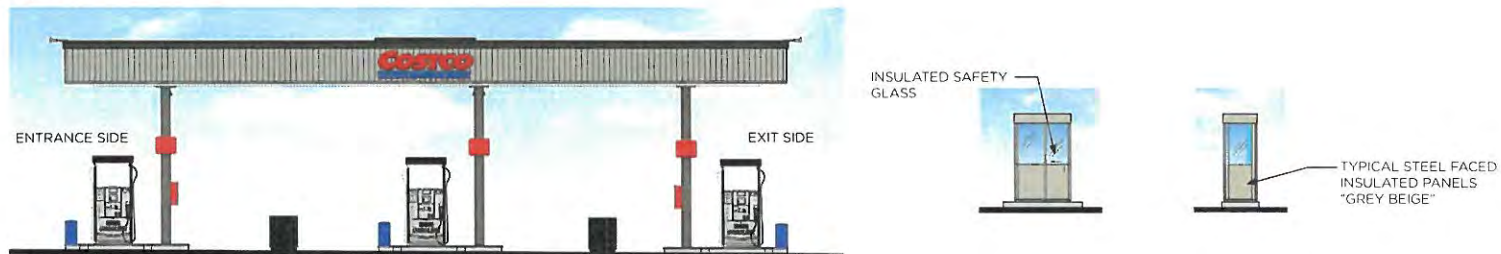
OCTOBER 20, 2020
PROJECT #17-0407-01
UNIVERSITY CITY, MO

SOUTHEAST PERSPECTIVE

COSTCO
WHOLESALE



① CANOPY AND DISPENSER ISLANDS
SCALE: 1/8" = 1'

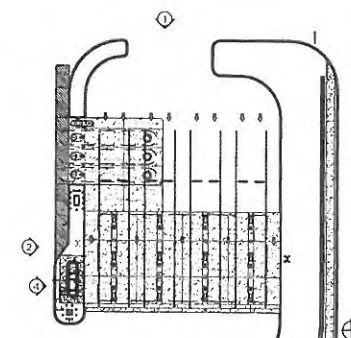


② CANOPY AND DISPENSER ISLANDS
SCALE: 1/8" = 1'



③ WARMING HUT ELEVATIONS
SCALE: 1/8" = 1'

④ CONTROLLER ENCLOSURE W/ RESTROOM EXTERIOR ELEVATIONS
SCALE: 1/8" = 1'



OWNER:
COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WASHINGTON 98027
(425) 313-6100

ENGINEER:
CIVIL & ENVIRONMENTAL
CONSULTANTS, INC.
3000 LITTLE HILLS EXPWY, SUITE 102
CONTACT: DAN R. KOZATEK, P.E.
(314) 656-4566
(314) 656-4566 (direct)
dkoziatek@cscinc.com

ARCHITECT:
MG2
1101 SECOND AVENUE, SUITE 100
SEATTLE, WASHINGTON 98101
CONTACT: RISA YUKI
(206) 969-4800
(206) 962-6630 (direct)
Risa.Yuki@MG2.com

CONSTRUCTION DRAWINGS

COSTCO WHOLESALE DEVELOPMENT

MARKET AT OLIVE

UNIVERSITY CITY, MISSOURI

VICINITY MAP



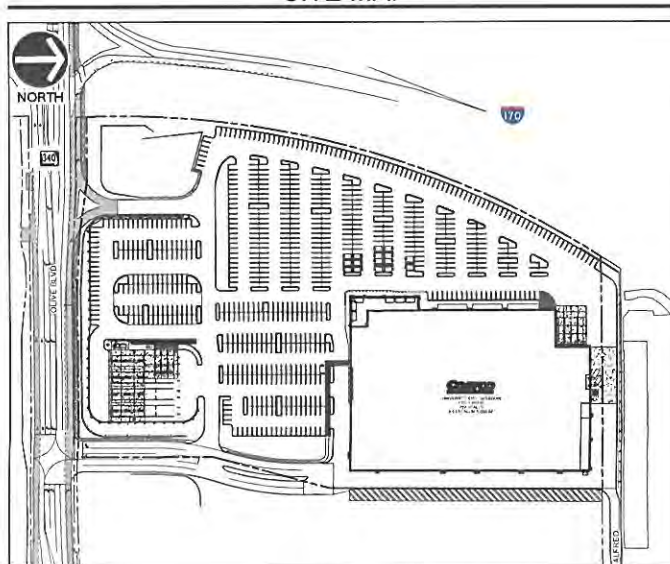
USGS TOPO MAP
USGS 25' Topographic Map for Clayton, MO 3017
USGS Map courtesy of the National Map & Information Center
https://www.nationalmap.gov/feedback/#/comment/1673170

REGIONAL MAP



USGS TOPO MAP
USGS 25' Topographic Map for Clayton, MO 3017
USGS Map courtesy of the National Map & Information Center
https://www.nationalmap.gov/feedback/#/comment/1673170

SITE MAP



PROJECT DATA	
CLIENT	COSTCO WHOLESALE 999 LAKE DRIVE ISSAQUAH, WA 98027
PROJECT ADDRESS	SWC OF INTERSTATE 470 & OLIVE BLVD UNIVERSITY CITY, MO
SITE DATA	
TOTAL SITE AREA	19.66 ACRES (710,348 SF)
JURISDICTION	CITY OF UNIVERSITY CITY 2103
BUILDING DATA	
TOTAL BUILDING FOOTPRINT AREA	111,203 SF
INCLUDES	WAREHOUSE MAIN LEVEL INDOOR CANOPY
SETBACKS	FRONT 100' SIDE 100' REAR 100'
PARKING DATA	
TOTAL PARKING	727 STALLS
INCLUDES	MAIN LEVEL PARKING PROVIDED 10' WIDE STALLS ACCESSIBLE STALLS
NUMBER OF STALLS PER 1,000 SF OF BUILDING AREA	4.51 STALLS
FLOOD	MAP PANEL 2903A-1000C EFFECTIVE DATE OF SURVEY LES WITHIN 2006 &
NOTES	EXISTING CONDITIONS TO BE FIELD VERIFIED

--- University City, Missouri Certification ---
This is to certify that this plan of "Market at Olive, a Subdivision Plat" was approved by the Planning Commission of the City of University City, Missouri on the ____ day of ____ 20__.

Print Name, Chairperson _____ Print Name, Executive Secretary _____

This is to certify that this plan of "Market at Olive, a Subdivision Plat" was approved by the City Council of the City of University City, Missouri on the ____ day of ____ 20__.

Print Name, City Clerk _____

--- Surveyor's Certification ---
This is to certify that these plans are prepared from Property Boundary and Topographic Surveys, and subsequent Subdivision Plat, made under my direction.

I declare that to the best of my professional judgment that these plans accurately reflect that part of the survey boundary information as shown on said Subdivision Plat, and that said Subdivision Plat and Property Boundary Surveys are made in accordance with the current Standards for Property Boundary Surveys for the United States Property as set forth by the National Board of Professional Land Surveyors, and also promulgated by the Missouri Board for Architects, Professional Engineers, and Professional Land Surveyors and Professional Landscape Architects effective June 16, 2007.

IN WITNESS WHEREOF, the Surveyor and said firm have at our office in St. Louis County, Missouri on the ____ day of ____ 20__.

CHERRY CONSULTING, INC. LB-3430

by *R. Cory Sumner*
R. Cory Sumner, PLS - (250)1944
Missouri Professional Land Surveyor

SHEET LIST	
NO.	NAME TITLE
01	C000 COVER
02	C200 SITE LAYOUT PLAN
03	C300 GRADING PLAN
04	C500 UTILITY PLAN



DAN R. KOZATEK
2004017166
MISSOURI PROFESSIONAL ENGINEER

MSD MAP # - 17K17L ZIP - 63132

MSD P # -

COVER

DATE: 10/10/2017
TIME: 10:10:17 AM
USER: DAN KOZATEK
PROJECT: MARKET AT OLIVE

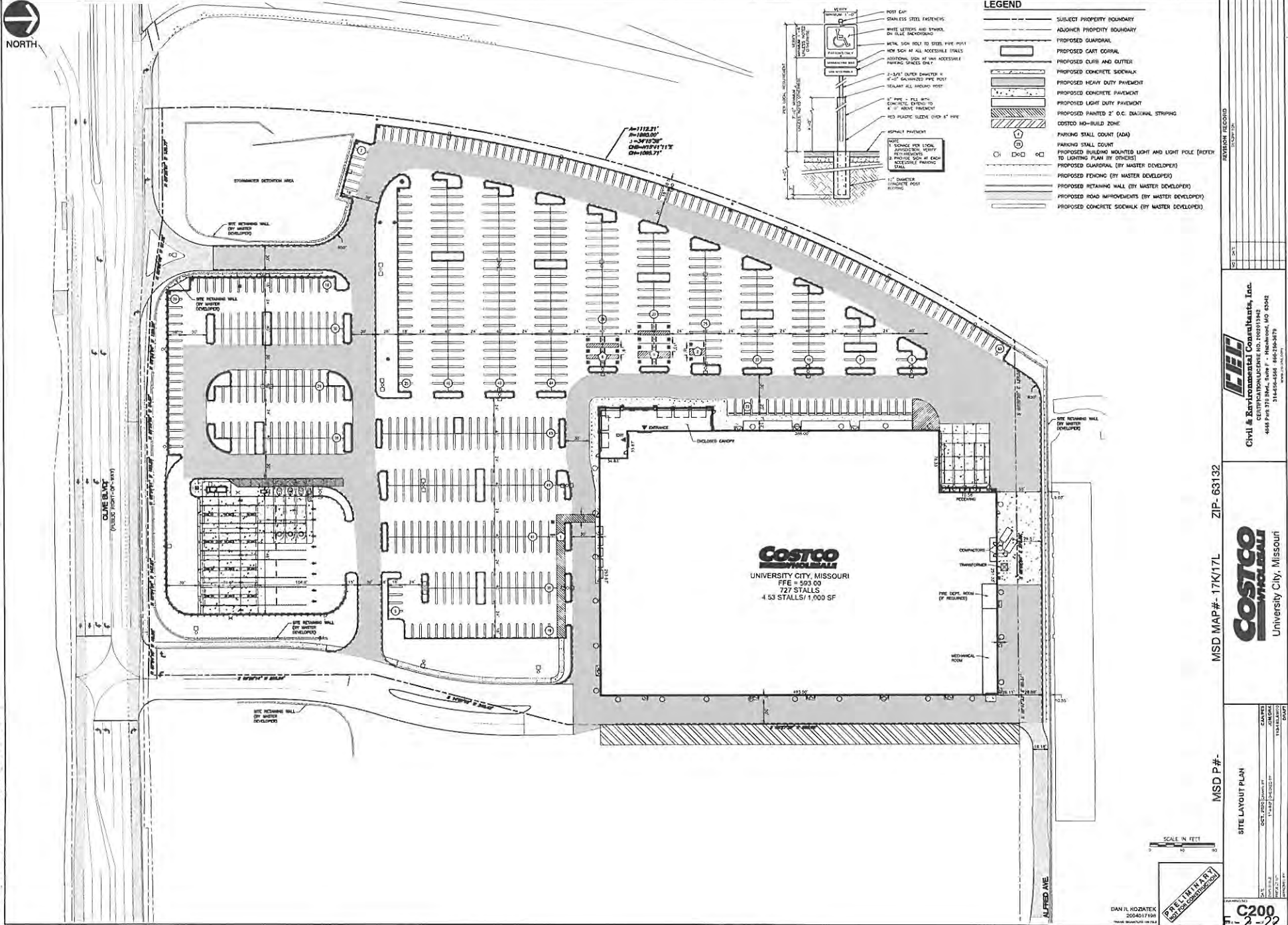
2021

Civil & Environmental Consultants, Inc.
CERTIFICATION LICENSE NO. 200201942
3000 Little Hills Expressway - Suite 102 - St. Charles, MO 63301
314-656-4566 314-656-4566 (direct)
www.cscinc.com

Costco Wholesale
University City, Missouri



NORTH



LEGEND

- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- PROPOSED GUARDRAIL
- PROPOSED CURB CORRAL
- PROPOSED CURB AND CUTTER
- PROPOSED CONCRETE SIDEWALK
- PROPOSED HEAVY DUTY PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED LIGHT DUTY PAVEMENT
- PROPOSED PAINTED 2" O.C. DIAGONAL STRIPING
- EXISTING NO-BUILD ZONE
- PARKING STALL COUNT (ADA)
- PARKING STALL COUNT
- PROPOSED BUILDING MOUNTED LIGHT AND LIGHT POLE (REFER TO LIGHTING PLAN BY OTHERS)
- PROPOSED GUARDRAIL (BY MASTER DEVELOPER)
- PROPOSED FENCING (BY MASTER DEVELOPER)
- PROPOSED RETAINING WALL (BY MASTER DEVELOPER)
- PROPOSED ROAD IMPROVEMENTS (BY MASTER DEVELOPER)
- PROPOSED CONCRETE SIDEWALK (BY MASTER DEVELOPER)

CEE
Civil & Environmental Consultants, Inc.
4445 Park 375 Blvd., Suite 200 • Richmond, MO 63042
314-636-1466 866-266-8879
www.ceeinc.com

Costco
UNIVERSITY CITY, MISSOURI

SITE LAYOUT PLAN

C200
2-22

INTERSTATE 170

ON RAMP TO I-170

STATE ST & MONROE ST

OLIVE BLVD

ALFRED AVE (40'W)

ALFRED AVENUE

WOODSON RD

COSTCO
WHOLESALE

COSTCO PROPERTY

SITE PLAN



INTERSTATE 170

ON RAMP TO I-170

COSTCO
WHOLESALE

OLIVE BLVD

ALFRED AVENUE

WOODSON RD

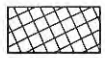
KEY

- STORM SEWER
- - - - - TEMPORARY SEDIMENT BASIN
- - - - - WATER*
- (SAN) — (SAN) — SANITARY SEWER
- OE — OE — OVERHEAD ELECTRICAL
- UE — UE — UNDERGROUND ELECTRICAL
- G — G — GAS
- - - - - UNDERGROUND TELEPHONE

* WATER COMPLETE 11.12.21

UTILITIES AT TURNOVER





ALFRED AVENUE
(GRADE TRANSITION TO
MEET NEW COSTCO
ESTABLISHED GRADES)

INTERSTATE 170

ON RAMP TO I-170

RETAINING
WALL

COSTCO
WHOLESALE

DEMO AND HAUL OFF ALL
ABOVE AND BELOW GROUND
STRUCTURES AND UTILITIES
(INCLUDES DISCONNECTS
AND UTILITY CAPS).
MASS GRADE TO INTERIM
GRADING PLAN.

RETAINING WALLS


OLIVE BLVD

ALFRED
AVENUE

WOODSON RD

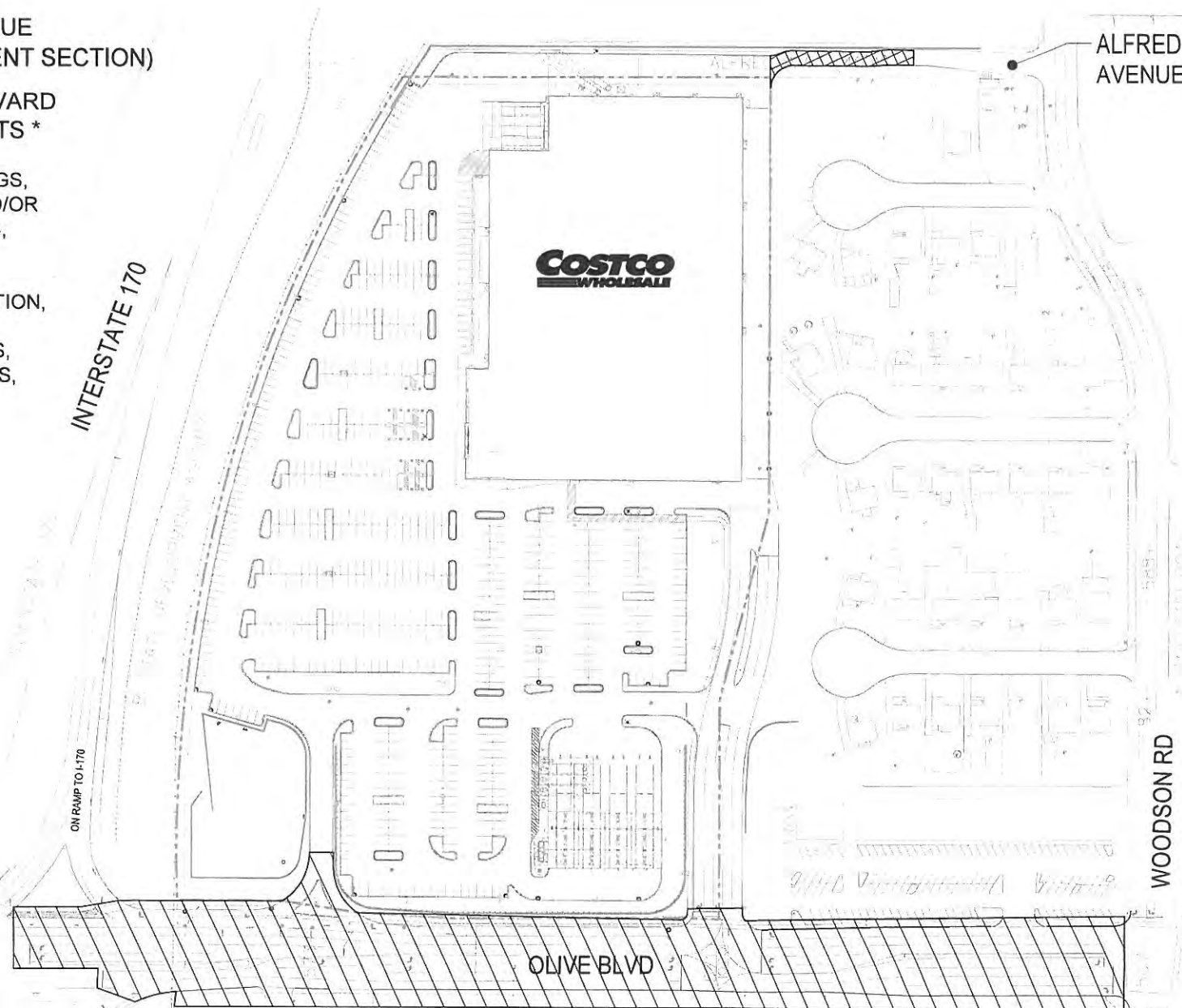
GRADING AT TURNOVER



 ALFRED AVENUE
(NEW PAVEMENT SECTION)

 OLIVE BOULEVARD
IMPROVEMENTS *

* EXTENSIONS AND WIDENINGS,
TURN LANES, MEDIANS AND/OR
CUTS IN EXISTING MEDIANS,
DECELERATION LANES,
TRAFFIC SIGNALIZATION,
STREET LIGHTING, DEMOLITION,
GRADING, HAUL OFF,
STABILIZATION, DRIVEWAYS,
PAVEMENT SECTION, CURBS,
GUTTERS, SIDEWALKS,
CROSSWALKS, SEWERS,
STORM DRAINS, UTILITIES,
SIGNAGE, STRIPING AND
LANDSCAPING.



OFF-SITE IMPROVEMENTS

